

From: Taylor Chris [mailto:chris.taylor@scambbs.gov.uk]
Sent: 28 February 2003 14:17
To: mikej@visionlights.com
Cc: Wood Kate; Cambourne Project Office (E-mail) (E-mail)
Subject: CAMBOURNE - s. 106 Agreement dated 20 April 1994

Dear Mr. Jocelyn

Kate Wood has forwarded to me your email about your proposal to make the 1994 Agreement available in electronic form. It is of course a public document and, subject to what I say below, I am perfectly content for you to promulgate it in e-form. It is actually a super agreement and I expect it to stand the tests of time and fortune without too much recasting! There may be copyright considerations here so you should check with the developers and the County Council too. The District Council waives whatever rights it might have in this regard upon the basis that no charge is made for any e-version or e-copy.

I would please ask you, and indeed anyone who is interested, to respect the fact that it is for the Council to determine from time to time what views it takes on the delivery of the obligations which are District matters, likewise the County Council on County matters, and whether and to what extent either Council decides to enforce or agree to modify or to abrogate.

You will also understand that planning is an evolving concept. What may have been seen to be right in 1994 can change over the years to accommodate fresh demands, new considerations even make us all rethink outdated obligations. In this regard you should be keen to ensure that the copy you disseminate is not represented as tablets of stone. Yes, there are indeed absolutes in it such as the need to provide security and so on but within the overall provision for infrastructure lies the need to maintain a healthy and pragmatic degree of flexibility so that the planning authorities can take advantage of opportunities of improving provision still further. There is no question of requiring the provision of more extensive infrastructure for its own sake. The time is past for that and we have made our bed. But sometimes occasions do arise when the planning authorities and the developer team together realise that some things can be done better and other things don't make much sense - those are the occasions when such opportunities arise.

The copy you promulgate should therefore NOT be represented as the modern definitive requirement. Nor should it be represented that it is distributed or promulgated by or on behalf of the Council or the County Council. In fact I would prefer that you made it abundantly clear that it is NOT promulgated by or on behalf of the Councils. There has been a number of supplementary agreements since 1994 which change the obligations in various respects, mainly in terms of County provision. There are also changes in approach not recorded in supplemental Deed form but in exchanges of correspondence which tweak some of the provisions, eg the agreement of the Developers to paying the actual costs of reviewing the electoral arrangements rather than depositing money in advance. And these modifications will continue during the development, I expect.

It would be of great help to me and all others responsible for delivering the obligations if you would give this email as much publicity as the 1994 agreement itself so that laymen accessing the agreement can have at least some understanding of the role of the agreement and s 106 agreements generally and not, as I suspect they might quite mistakenly believe to be within their gift, simply treat it as a list of demands with which to beat the developers or the Council about their corporate heads, without at the same time knowing perhaps the wider issues involved. I would be grateful if you would confirm that this will be done.

Chris Taylor

C J Taylor
Head of Legal Services, SCDC
9 - 11 Hills Road, Cambridge. CB2 1PB
01223 - 443060: Fax 443149