

THIS AGREEMENT is made the _____ day of _____ 2020
B E T W E E N MELBOURN PARISH COUNCIL care of Melbourn Community Hub, 30 High Street, Melbourn, Cambridgeshire, SG8 6DZ ("the Parish Council") of the one part and SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ("the District Council") of the other part

W H E R E A S :

- (1) Under the terms of a Section 106 Agreement ("the Section 106 Agreement") dated 6 March 2019 and made between the District Council (1) Cambridgeshire County Council (2) and Melbourn Science Park Limited (3) a contribution of £93,500.00 (subject to indexation) is payable to improve and extend the Melbourn Hub an indoor community facility ("The Hub Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Hub Contribution of £96,704.05 was received by the District Council on 28 September 2020
- (3) The District Council agrees to transfer the Hub Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with the covenants given in Clause 7 and the Third Schedule of the Section 106 Agreement as if those covenants themselves had been given by the Parish Council in favour of the Owner mutatis mutandis and to provide an indemnity as hereinafter described

NOW THIS DEED WITNESSETH as follows:

IN CONSIDERATION of the payment by the District Council to the Parish Council of the Hub Contribution the Parish Council covenants with the District Council

1. to use the Hub Contribution solely for the purposes specified in the Section 106 Agreement
2. that if it has not applied or made arrangements for the application of all or any part of the Hub Contribution within ten years from 28 September 2020 (payment date) or date of commencement of the development (if contribution paid prior to commencement) then the Hub Contribution or unexpended proportion thereof (as the case may be) shall be payable to the Owner ("the Owner") as provided in the Section 106 Agreement with interest accrued from the date of receipt by the Parish Council until such sum is paid in full PROVIDED ALWAYS that if before the expiry of the said ten year period there is any contract or contracts in existence to which the Hub Contribution is attributable and which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the Owner shall be repaid (together with interest thereon as aforesaid) following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said infrastructure pursuant to such contract or contracts
3. that it shall if requested by the Owner produce to the Owner within 28 days of such a request a statement of account as to how the Hub Contribution or any part thereof shall have been spent
4. that it will indemnify the District Council fully against any costs or claims which may arise in respect of any breach by the Parish Council of the terms of this Agreement.

IN WITNESS of which two members of the Parish Council have pursuant to a resolution of the Parish Council passed on _____ signed and delivered this Deed on the day and year first above written.

SIGNED AND DELIVERED as a Deed by _____)
in the presence of:- _____)

Witness Signature:

Witness Name: (Block Capitals)

Witness Address:

SIGNED AND DELIVERED as a Deed by _____)
in the presence of:- _____)

Witness Signature:

Witness Name: (Block Capitals)

Witness Address:

