



# The Sizewell C Project

## 8.17 Draft Section 106 Agreement

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Revision: 1.0  
Applicable Regulation: Regulation 5(2)(q)  
PINS Reference Number: EN010012

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December 2020

Planning Act 2008  
Infrastructure Planning (Applications: Prescribed  
Forms and Procedure) Regulations 2009





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(1) EAST SUFFOLK COUNCIL

(2) SUFFOLK COUNTY COUNCIL

(3) NNB GENERATION COMPANY (SZC) LIMITED

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**DEED OF DEVELOPMENT CONSENT  
OBLIGATIONS**

pursuant to section 106 of  
the Town and Country Planning Act 1990  
relating to  
Sizewell C, Suffolk

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THIS DEED made on

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**BETWEEN:**

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge, England IP12 1RT ("**East Suffolk Council**");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX (the "**County Council**"); and
- (3) **NNB GENERATION COMPANY (SZC) LIMITED** whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) ("**SZC Co**").

**WHEREAS:**

- (A) East Suffolk Council is the local planning authority for the area in which the Sites are situated.
- (B) The County Council is also a local planning authority and is the highway authority (except for trunk roads), the waste planning authority, the lead flood authority, and the education authority for the area in which the Sites are situated.
- (C) SZC Co submitted the Application to the Planning Inspectorate on 27 May 2020 for development consent to construct, operate and maintain the Project. The Application was accepted for examination by the Planning Inspectorate on 24 June 2020. The Secretary of State is responsible for determining the Application.
- (D) It is intended that SZC Co will be the undertaker for the purposes of the Development Consent Order. SZC Co intends to construct, operate and maintain the Project as authorised by the Development Consent Order.
- (E) The parties to this Deed have agreed to enter into this Deed in order to secure the performance of the development consent obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**NOW THIS DEED WITNESSES** as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 Where in this Deed (which shall include the Recitals, Schedules and Appendices hereto) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**1990 Act**" means the Town and Country Planning Act 1990;

"**2008 Act**" means the Planning Act 2008;

"**Application**" means the application for a development consent order under section 37 of the Planning Act 2008 submitted to the Planning Inspectorate on 27 May 2020 and given reference number EN010012;

"**CIL**" means the charge created pursuant to section 205 of the 2008 Act and Regulation 3 of the CIL Regulations and referred to as the Community Infrastructure Levy in those enactments;

"**CIL Regulations**" means the Community Infrastructure Levy Regulations 2010;

"**Commencement**" means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project other than operations consisting of Preparatory Works and the words "**Commence**" and "**Commenced**" and cognate expressions shall be construed accordingly;

"**Commencement Date**" means the date of Commencement of works pursuant to the Development Consent Order;

"**Construction Period**" means the period between the Transitional Date and date of receipt of fuel for Unit 2;



**"Contributions"** means the financial contributions to be made by SZC Co pursuant to the Schedules to this Deed, a summary of which is set out in Annex [●] to this Deed and the word **"Contribution"** means any one of these;

**"Councils"** means East Suffolk Council and the County Council or (as the context may require) any one or more of them;

**"Development Consent Order"** means the development consent order to be made pursuant to the Application;

**"Dispute"** means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Deed or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);

**"Expert"** means an independent person appointed in accordance with the provisions of clause 10 to determine a Dispute between the parties to this Deed;

**"Freight Management Facility Site"** means the land shown [edged in red] on Plan [●] annexed to this Deed;

**"Index"** means [●];

**"Index Linked"** means the application of the Index to the relevant sum or Contribution in accordance with clause 12;

**"Interest Rate"** means [●]% above the [●] base rate applicable at the Payment Date;

**"new Sizewell B relocated facilities permission"** means any planning permission granted by East Suffolk Council under the 1990 Act which authorises the development of the Relocated Facilities or development substantially similar to the Relocated Facilities;

**"Northern Park and Ride Site"** means the land shown [edged in red] on Plan [●] annexed to this Deed;

**"Park and Ride Sites"** means the Northern Park and Ride Site and the Southern Park and Ride Site;

**"Payment Date"** means the date when a Contribution or other sum of money is due to be paid, provided or made available by SZC Co pursuant to this Deed;

**"Preparatory Works"** means operations consisting of:

- (a) site preparation and clearance works;
- (b) pre-construction archaeological works;
- (c) environmental surveys and monitoring;
- (d) removal of hedgerows, trees and shrubs;
- (e) investigations for the purpose of assessing ground conditions;
- (f) diversion or laying of services;
- (g) remedial work in respect of any contamination or adverse ground conditions;
- (h) receipt and erection of construction plant and equipment;
- (i) the temporary display of site notices and advertisements; and
- (j) erection of temporary buildings and structures (which for the purpose of this definition does not include Work No. 9A, Work No. 10A or Work No. 13A in Schedule 1 to the Development Consent Order).

**"Project"** means the authorised project as defined in and to be authorised by the Development Consent Order;

**"Relocated Facilities Section 106 Agreement"** means the agreement under section 106 of the 1990 Act and other relevant powers dated 13 November 2019 and made between East Suffolk Council and EDF Energy Nuclear Generation Limited (as varied from time to time);

**"Relocated Facilities"** means [Work No. 1D and/or Work No. 1E] in Schedule 1 to the Development Consent Order;

**"Sites"** means the SZC Development Site, the Park and Ride Sites, the Two Village Bypass Site, the Sizewell Link Road Site, Freight Management Facility Site, and the Yoxford roundabout and other highway improvement works Sites, or (as the context may require) any one or more of them;

**"Sizewell B relocated facilities permissions"** means:

- (a) the planning permission granted by East Suffolk Council on 13 November 2019, with reference number DC/19/1637/FUL (as varied from time to time); and
- (b) the planning permission granted pursuant to the hybrid application for Work No. 1E submitted on 16 November 2020 with reference DC/20/4646/FUL and any amendments thereto submitted on behalf of EDF Energy Nuclear Generation Limited to East Suffolk Council.

**"Sizewell Link Road Site"** means the land shown [edged in red] on Plan [●] annexed to this Deed;

**"Southern Park and Ride Site"** means the land shown [edged in red] on Plan [●] annexed to this Deed;

**"SZC Development Site"** means the land at Sizewell, Suffolk shown [edged in red] on Plan [●] annexed to this Deed;

**"Transitional Date"** means either:

- (a) the date upon which SZC Co serves notice under Article [5] of the Development Consent Order that it shall cease to carry out development under either of the Sizewell B relocated facilities permissions and/or any new Sizewell B relocated facilities permission and that all future development carried out at the SZC Development Site shall be carried out pursuant to the Development Consent Order; or
- (b) in the event that the Development Consent Order does not provide for the service of such notice, the date of Commencement of works to construct the Relocated Facilities pursuant to the Development Consent Order;

**"Two Village Bypass Site"** means the land shown [edged in red] on Plan [●] annexed to this Deed;

**"Working Day"** means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business; and

**"Yoxford roundabout and other highway improvement works Sites"** means the land shown [edged in red] on Plan [●] annexed to this Deed.

1.2 In this Deed, unless stated otherwise:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 references to East Suffolk Council shall include the successors to East Suffolk Council's statutory functions as local planning authority;
- 1.2.4 references to the County Council shall include the successors to the County Council's statutory and other functions as local education authority, the lead flood authority, local highway authority and local authority;
- 1.2.5 references to SZC Co shall include references to the successors in title to its interests in the SZC Development Site and persons deriving title therefrom (except where the contrary is expressly provided);

- 1.2.6 references to a Work No in Schedule 1 to the Development Consent Order in this Deed includes reference to the Work designated with that number and any letters (for example, reference to "Work No. 14" in this Deed includes Work No. 14A and 14B in Schedule 1 to the Development Consent Order);
- 1.2.7 references to clauses, paragraphs and Schedules are references to the relevant clauses and paragraphs of and schedules to this Deed;
- 1.2.8 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.9 references to any statute or statutory provision include references to:
- (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Deed;
  - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
  - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.10 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.11 the recitals, table of contents and headings in this Deed are for ease of reference only and shall not affect its construction, interpretation or otherwise have any binding legal effect;
- 1.2.12 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.13 references to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties;
- 1.2.14 references to "notice" shall mean notice in writing;
- 1.2.15 references to "including" shall mean including without limitation;
- 1.2.16 terms and expressions defined in the Schedules shall have the meanings specified wherever those terms and expressions are used in this Deed;
- 1.2.17 the Interpretation Act 1978 shall apply to this Deed; and
- 1.2.18 where any payment in this Deed is expressed to be payable before an event or activity that event or activity shall not commence until the relevant payment has been made.

## 2. LEGAL EFFECT

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The covenants given by the Owner are development consent obligations (to the extent that they are capable of being so) for the purposes of section 106 of the 1990 Act and are enforceable:
- 2.2.1 by East Suffolk Council as the local planning authority in respect of the SZC Development Site; and
  - 2.2.2 by the County Council as local highway authority, lead flood authority, local education authority, and as a party to this Deed.



**3. CONDITIONALITY**

- 3.1 Subject to clauses 3.2 and 3.3, the parties agree that none of the terms or provisions in this Deed shall have operative effect unless and until:
- 3.1.1 the Development Consent Order has been duly made; and
  - 3.1.2 the Transitional Date has occurred.
- 3.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:
- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project has been Commenced;
  - 3.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Deed will cease to have any further effect and any money paid to the Councils pursuant to the Schedules and not spent or committed by the Councils (or such other person as the money has been paid to under this Deed) shall be repaid in full within [●] days of the final determination of such proceedings; and
  - 3.2.3 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.
- 3.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 3.3.1 proceedings by way of judicial review are finally determined:
    - (A) when permission to bring a claim for judicial review has been refused and no further application may be made;
    - (B) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
    - (C) when any appeal is finally determined and no further appeal may be made.

**4. DEVELOPMENT CONSENT OBLIGATIONS**

- 4.1 SZC Co covenants with the Councils to perform:
- 4.1.1 the development consent obligations contained in the Schedules; and
  - 4.1.2 any other obligations which are not development consent obligations contained in the Schedules pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling,
- in each case so far as they relate to SZC Co's land interests in the SZC Development Site from time to time.
- 4.2 East Suffolk Council and the County Council each covenants with SZC Co to perform the obligations on their respective parts contained in this Deed.
- 4.3 The parties agree that the development consent obligations contained in this Deed will not be enforceable against any other owner of any land interest in the Sites who is not a party to this Deed nor against any successors in title to or any person claiming through or under the other such owner's interest in the Sites (save for SZC Co) unless that person itself undertakes any part of the Project.
- 4.4 The obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the SZC Development Site from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the SZC Development Site (or any part thereof to which such

obligation relates) in which case it will be bound by the obligations as a person deriving title from the Owner PROVIDED THAT neither any mortgagee or chargee or person deriving title through such mortgagee or chargee will be liable for any breach of the obligations contained in this Deed unless committed at a time when that person is in possession of the SZC Development Site (or any part thereof to which such obligation relates).

5. **RELEASE**

5.1 SZC Co. and its successors in title and those deriving title from them shall, upon disposing of the whole or any part of their respective interests in the Sites, be released from all obligations in this Deed in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

6. **FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS**

6.1 Nothing in this Deed shall prohibit or limit the right to use or develop any part of the Sites in accordance with and to the extent permitted by a certificate of lawful use, planning permission, harbour empowerment order, Transport and Works Act order, development consent order or other statutory authority other than the Development Consent Order granted either before or after the date of this Deed.

7. **EXPIRY**

If the Development Consent Order expires or is revoked prior to the Commencement Date then this Deed shall forthwith determine and cease to have effect and East Suffolk Council will forthwith cancel all entries made in its registers of local land charges in respect of this Deed.

8. **CERTIFICATES OF COMPLIANCE**

8.1 East Suffolk Council will without delay upon request by SZC Co. certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by SZC Co will (as and if appropriate) execute a deed of release or partial release from the relevant provisions of this Deed and promptly register the same in the register of local land charges maintained by East Suffolk Council.

8.2 Where East Suffolk Council is obliged to execute a deed of release or partial release pursuant to clause 9.1, the other parties to this Deed shall without delay enter into such deed to the extent necessary to effect such release or partial release.

9. **RESOLUTION OF DISPUTES<sup>1</sup>**

9.1 In the event of any Dispute arising between the parties then the parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least [●] representative[s] from each party.

9.2 If the parties are unable to resolve the Dispute amicably pursuant to clause 10.1, one party may by serving notice on all the other parties (the "Notice") refer the Dispute to an Expert for determination.

9.3 The Notice must specify:

9.3.1 the nature, basis and brief description of the Dispute;

9.3.2 the clause or paragraph of this Deed pursuant to which the Dispute has arisen;  
and

9.3.3 the proposed Expert.

9.4 In the event that the parties are unable to agree whom should be appointed as the Expert within [●] Working Days after the date of the Notice then any party may request the President of the Law Society to nominate the Expert at their joint expense, and the parties

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<sup>1</sup> Note: Discussions on the potential governance of funds and monitoring obligations are ongoing between SZC Co, East Suffolk Council and the County Council. It is intended that the governance arrangements will support amicable review of compliance with the section 106 agreement and avoid disputes.

shall request that such nomination shall be made within [●] Working Days of the request, and any failure for such nomination to be made within [●] Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

- 9.5 If the appointed Expert is or becomes unable or unwilling to act, any party may within [●] Working Days of the Expert being or becoming unable or unwilling to act, serve a notice on all the other parties proposing a replacement Expert and the parties will follow the process at Clause 10.4 to settle the appointment of the replacement Expert.
- 9.6 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 9.7 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than [●] Working Days from the date of his appointment to act.
- 9.8 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within [●] Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further [●] Working Days in respect of any such submission and material.

## 10. NOTICES

- 10.1 Any notice, consent or approval or other communication required to be given under this Deed must be in writing and shall be sent to the address of the addressee and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time.
- 10.2 Any such notice must be delivered by hand (including by courier or process server) or by pre-paid recorded delivery post and shall conclusively be deemed to have been received:
- 10.2.1 if delivered by hand, on the next Working Day after the day of delivery; and
- 10.2.2 if sent by pre-paid recorded delivery post and posted within the United Kingdom, on the day [●] Working Days after the date of posting.
- 10.3 A notice received or deemed to be received in accordance with Clause 11.2 on a day which is not a Working Day, or after 5pm on any Working Day, shall be deemed to be received on the next following Working Day.
- 10.4 The address for service of any such notice, consent or approval as aforesaid shall:
- 10.4.1 in the case of service upon East Suffolk Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [●];
- 10.4.2 in the case of service upon the County Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [●]; and
- 10.4.3 in the case of service upon SZC Co be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [●].

## 11. INDEXATION

Unless otherwise indicated in this Deed, all payments and financial contributions to be paid pursuant to this Deed will be increased by reference to the amount of the quarterly increase in the relevant Index from the date of this Deed until the date payment is due in accordance with the following formula: [●].

12. **INTEREST**

Where any obligation in this Deed is expressed to require SZC Co to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the due date to the date on which the sum of money is actually paid.

13. **NOTICE OF PHASES, PAYMENTS AND DISPOSITIONS**

13.1 SZC Co shall notify each of the other parties to this Deed:

13.1.1 prior to the Commencement Date, of the anticipated date of Commencement of works pursuant to the Development Consent Order PROVIDED THAT for the avoidance of doubt nothing in this Deed shall prevent Commencement from having occurred lawfully in the event this notice is not served in accordance with this Clause;

13.1.2 prior to the Transitional Date, of the anticipated date of the Transitional Date;

13.1.3 within [●] Working Days of the actual Commencement Date and Transitional Date; and

13.1.4 within [●] weeks of the day on which the Construction Period ends.

13.2 SZC Co shall give written notice to East Suffolk Council within [●] Working Days of SZC Co paying, providing or making available to any third party any sum of money required to be paid, provided or made available pursuant to this Deed.

13.3 SZC Co shall give written notice to East Suffolk Council within [●] Working Days of any disposition of the whole or any part of its interests in the SZC Development Site.

13.4 Where in this Deed an obligation is required to be performed by a specified point such as "Commencement" the Parties agree that such trigger may be varied if agreed in advance with the Councils (in consultation with any relevant third party identified in the obligation or directly affected by such proposed variation) in writing.

14. **COMMUNITY INFRASTRUCTURE LEVY**

14.1 The Parties agree that the development consent obligations contained in the Schedules to this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the tests in regulation 122(2) of the CIL Regulations.

15. **PLANNING GAIN**

15.1 If after the date of this Deed any tax, levy, tariff, charge or similar relating to the grant of planning permission or development consent is enacted or brought into force (either through CIL or otherwise) and the terms of the law as enacted mean that such tax, levy, tariff, charge or similar applies to the Project such that additional financial payments will be required in respect of the Project then the Councils and SZC Co agree that they shall consult with each other as to the effect of the tax, levy, tariff, charge or similar.

15.2 In consulting with each other under clause 16.1, SZC Co and the Councils shall discuss whether it would be appropriate, reasonable and financially viable to impose any additional financial burden on the Project and whether it would be appropriate to modify this Deed in consequence of any such tax, levy, tariff, charge or similar and in discussing the matter the SZC Co and the Councils shall take into consideration that the Councils and SZC Co agree and acknowledge that the development consent obligations in this Deed appropriately mitigate the effects of the Project and that the parties wish to see the Project completed.

16. **PAYMENTS TO THIRD PARTIES**

16.1 The Schedules to this Deed are subject to this clause 16.

16.2 Save for the Sizewell C Community Fund, no sums of money expressed in this Deed to be payable to a person who is not a party to this Deed shall be payable to such person unless

and until that person has entered into an agreement with SZC Co substantially in the form attached to this Deed at Annex [●].

17. **VAT**

17.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

17.2 SZC Co shall not be obliged to make any contributions towards VAT payable by the Councils in respect of any works to be undertaken by the Councils insofar and to the extent that the amount of VAT is (by way of off-set or otherwise) recoverable or reimbursable to the Councils.

18. **APPROVALS**

18.1 Where any approval, agreement, consent, certificate, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, certificate, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

19. **COUNCILS' POWERS**

Nothing in this Deed shall fetter the statutory rights, powers or duties of the Councils.

20. **GOOD FAITH**

The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

21. **RIGHTS OF THIRD PARTIES**

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

22. **JURISDICTION**

22.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

23. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

24. **DATE OF DELIVERY**

This Deed is delivered on the date of this Deed.

## SCHEDULE 1

### COUNCILS' GENERAL OBLIGATIONS

#### 1. THE CONTRIBUTIONS

- 1.1 East Suffolk Council and the County Council shall each establish an interest-bearing account or accounts where those Contributions and/or other sums of money that are payable to them pursuant to this Deed shall be held and shall promptly notify the account details to SZC Co.
- 1.2 The Councils each covenant with SZC Co that they shall on receipt of the Contributions or other amounts from SZC Co place the received sums of money in such account or accounts.
- 1.3 Interest accruing to the account or accounts in which the Contributions are held shall be retained in that account or accounts and shall only be applied in accordance with the provisions of this Deed for the same purposes as for the Contributions to which the interest relates.
- 1.4 East Suffolk Council and the County Council shall each provide SZC Co with copies of all account statements and other correspondence received in relation to the accounts established pursuant to this paragraph 1.

#### 2. APPLICATION OF CONTRIBUTIONS

- 2.1 The Councils each covenant with SZC Co in respect of monies that each of them receive pursuant to this Deed not to spend the relevant monies other than for the purposes specified in this Deed in relation to the relevant Contribution or sum of money.
- 2.2 The Councils each covenant with SZC Co that they will within [●] months of the Commencement Date and annually thereafter until the Contributions have been spent provide SZC Co with a statement setting out details of the purposes to which the monies have been applied.
- 2.3 Notwithstanding paragraph 2.2, SZC Co shall in any event have the right to audit all expenditure funded from the Contributions or other amounts secured under this Deed and the Councils each covenant with SZC Co to provide access to all such information and evidence to enable SZC Co to carry out any such audit.

#### 3. UNSPENT CONTRIBUTIONS

- 3.1 Unless expressly stated otherwise in this Deed, if any amount of money (except amounts paid out of the Sizewell C Community Fund) paid to the Councils under this Deed by SZC Co remains unspent within [●] years of the date that amount was paid by SZC Co, the Councils shall repay any such unspent monies to SZC Co or its nominee.

#### 4. REGISTRATION

- 4.1 This Deed shall be registered by East Suffolk Council promptly after the date of this Deed as a local land charge in the register of local land charges maintained by East Suffolk Council.
- 4.2 Following the performance and satisfaction of all the obligations contained in this Deed, East Suffolk Council will forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

#### 5. APPROVAL

Where in this agreement it is stated that the East Suffolk Council's or the County Council's consent approval or agreement is required, the relevant Council agrees not to unreasonably withhold its consent approval or agreement and to confirm in writing its consent approval or agreement or otherwise of the relevant matter, scheme or measure within [●] days of the date of receipt of such [schemes and or measures], or such longer



period as may be agreed in writing between SZC Co and the relevant Council, and in the event of it failing to respond within the said [●] days that SZC Co may proceed with the Project on the basis that such scheme and or measures have been approved by the relevant Council.

DRAFT

## SCHEDULE 2

### COUNCILS' RESOURCING

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"[●] Officer" means the suitably qualified and experienced officer employed or contracted by [East Suffolk Council] [and/or] [the County Council] to [●];

"Officers" means all those persons employed or otherwise appointed by the Councils whose costs of employment are funded in whole or in part by contributions made by SZC Co pursuant to this Schedule 2 including all such persons who were already employed or retained by the Councils before the date of this Deed; and

"[●]" means [●].

#### 2. [●] OFFICER

- 2.1 SZC Co shall pay to East Suffolk Council:

2.1.1 the sum of [●] on or before [●];

as a contribution towards the cost of East Suffolk Council employing the [●] Officer.

#### 3. [●] OFFICER

- 3.1 SZC Co shall pay to the County Council:

3.1.1 the sum of [●] on or before [●];

as a contribution towards the cost of the County Council employing the [●] Officer.

#### 4. GOVERNANCE

- 4.1 The sums paid to the Councils pursuant to this Schedule 2 shall only be applied by the Councils towards the provision of additional dedicated staff resources to fulfil the additional duties imposed on the Councils over and above their normal statutory duties and to ensure the efficient operation and management of the Project (in particular in managing the discharge of requirements pursuant to the Development Consent Order and the discharge and monitoring of obligations set out within this Deed).
- 4.2 East Suffolk Council and the County Council shall use their best endeavours to ensure that Officers shall not be allocated other additional duties that prevent them from fulfilling the Councils' obligations in relation to the matters referred to in paragraph 4.1.
- 4.3 The Councils shall within [●] Working Days of receiving a request from SZC Co produce itemised timesheets showing all of the matters that the Officers have worked on during the period of their employment pursuant to this Schedule 2, to include both matters relating to the Project and any other matters.

**SCHEDULE 3**

**ACCOMMODATION AND HOUSING**

1. **DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**Housing Fund**” means the fund to be established by SZC Co in the amount of [●] to be applied in accordance with this Schedule 3; and

“[●]” means [●].

2. **HOUSING FUND**

2.1 [●]

DRAFT

**SCHEDULE 4**

**COMMUNITY SAFETY AND PUBLIC SERVICES**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"[•]" means [•].

**2. COMMUNITY SAFETY**

2.1 [•]

**3. PUBLIC SERVICES**

3.1 [•]

DRAFT

**SCHEDULE 5**

**EMPLOYMENT, SKILLS, EDUCATION AND SUPPLY CHAIN**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"[●]" means [●].

**2. EMPLOYMENT, SKILLS, AND EDUCATION**

2.1 [●]

**3. SUPPLY CHAIN**

3.1 [●]

DRAFT

**SCHEDULE 6**

**HEALTH**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"[•]" means [•].

**2. HEALTH**

2.1 [•]

DRAFT



## SCHEDULE 7

### HERITAGE

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"[●]" means [●].

#### 2. LEISTON ABBEY

- 2.1 [●]

#### 3. UPPER ABBEY FARM

- 3.1 [●]

#### 4. SCCAS MONITORING CONTRIBUTION

- 4.1 [●]

DRAFT

## SCHEDULE 8

### IMPLEMENTATION PLAN

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**Key Environmental Mitigation Measures**” means [●];

“**Implementation Plan**” means the plan annexed to this Deed at Annex [●] (as the same may be amended from time to time by SZC Co); and

“[●]” means [●].

2. **IMPLEMENTATION PLAN**

3. With effect from [●], SZC Co shall use reasonable endeavours to carry out and complete the Key Environmental Mitigation Measures in accordance with the Implementation Plan.

**SCHEDULE 9**

**LEISURE, PUBLIC RIGHTS OF WAY AND AMENITY**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"[●]" means [●].

**2. LEISTON SPORTS FACILITIES**

2.1 [●]

**3. PUBLIC RIGHTS OF WAY**

3.1 [●]

DRAFT

**SCHEDULE 10**

**MONITORING**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"[●]" means [●].

**2. MONITORING**

2.1 [●]

DRAFT

**SCHEDULE 11**

**NATURAL ENVIRONMENT**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**European Sites Access Contingency Fund**” means [●];

“**Landscape Fund**” means [●]; and

“[●]” means [●].

**2. LANDSCAPE FUND**

2.1 [●]

**3. EUROPEAN SITES ACCESS CONTINGENCY FUND**

3.1 [●]

**4. HABITATS**

4.1 [●]

**SCHEDULE 12**

**NOISE**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**Noise Mitigation Scheme**” means [●]; and

“[●]” means [●].

**2. NOISE MITIGATION SCHEME**

[●]

DRAFT



**SCHEDULE 13**

**RESILIENCE FUNDS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**National Trust Dunwich Heath and Coastguard Cottages Resilience Fund**” means [●];

“**Pro Corda Resilience Fund**” means [●];

“**RSPB Resilience Fund**” means [●]; and

“[●]” means [●].

**2. RESILIENCE FUNDS**

2.1 [●]

DRAFT

**SCHEDULE 14**

**SIZEWELL C COMMUNITY FUND**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**Sizewell C Community Fund**” means the sum of [●] to be paid by SZC Co in accordance with paragraph [2] of this Schedule; and

“[●]” means [●].

**2. SIZEWELL C COMMUNITY FUND**

2.1 [●]

DRAFT

**SCHEDULE 15**

**TOURISM**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**Tourism Fund**” means the fund to be established by SZC Co in the amount of [●] to be applied in accordance with this Schedule 15; and

“[●]” means [●].

**2. TOURISM FUND**

2.1 [●]

DRAFT

## SCHEDULE 16

### TRANSPORT

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**“Construction Traffic Management Plan”** means the construction traffic management plan attached at Annex [●] to this Deed (as the same may be amended from time to time by SZC Co);

**“Construction Worker Travel Plan”** means the construction worker travel plan attached at Annex [●] to this Deed (as the same may be amended from time to time by SZC Co);

**“Traffic Incident Management Plan”** means the traffic incident management plan attached at Annex [●] to this Deed (as the same may be amended from time to time by SZC Co); and

**“[●]”** means [●].

#### 2. TRANSPORT

- 2.1 [●]

**IN WITNESS** whereof this Deed has been duly executed by the parties to this Deed on the date which appears at the head of this document.

The **COMMON SEAL** of **EAST** )  
**SUFFOLK COUNCIL** was )  
hereunto affixed in the presence of: )

Authorised signatory

The **COMMON SEAL** of )  
**SUFFOLK COUNTY COUNCIL** was )  
hereunto affixed in the presence of: )

Authorised signatory

**SIGNED** as a **DEED** by )  
**NNB GENERATION COMPANY** )  
**(SZC) LIMITED** )  
acting by two directors or one director )  
and the company secretary: )

Director

Director/Secretary

**SIGNED** as a **DEED** by )  
**EDF ENERGY NUCLEAR** )  
**GENERATION LIMITED** )  
acting by two directors or one director )  
and the company secretary: )

Director

Director/Secretary