

DATED.....24 March.....2021

**CHERWELL DISTRICT COUNCIL**

**-and-**

**OXFORDSHIRE COUNTY COUNCIL**

**-and-**

**INVESTFRONT (OXON) LIMITED**

**-and-**

**BICESTER HOTEL LIMITED**

**-and-**

**GREAT LAKES UK LIMITED**

**-and-**

**PREMF DEBT MANAGEMENT S.A.R.L.**

**PLANNING OBLIGATION BY DEED OF AGREEMENT**

**under Section 106 of the Town and Country Planning Act 1990**

**relating to land to the East of M40 and South of A4095**

**Chesterton, Bicester in Oxfordshire**

*Anita Bradley  
Director of Law and Governance  
Bodicote House  
White Post Road  
Bodicote  
Banbury  
Oxfordshire OX15 4AA*

***Cherwell***  
**DISTRICT COUNCIL  
NORTH OXFORDSHIRE**



IKEN Ref:013730

App No: 19/02550/F

Appeal ref: APP/C3105/W/20/3259189



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THIS AGREEMENT is dated

24 MARCH

2021

## **PARTIES**

- (1) **CHERWELL DISTRICT COUNCIL** whose main office is at Bodicote House White Post Road Bodicote Banbury in Oxfordshire OX15 4AA ("**District Council**")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose main office is at County Hall New Road Oxford OX1 1ND ("**County Council**")
- (3) **INVESTFRONT (OXON) LIMITED** (company no. 06125827) whose registered office is at Bicester Hotel Chesterton Bicester OX26 1TE ("**Owner**")
- (4) **GREAT LAKES UK LIMITED** (company no.11722403) whose registered office is at Suite 1 3<sup>rd</sup> Floor 11-12 St James's Square London SW1Y 4LB ("**Developer**")
- (5) **PREMF DEBT MANAGEMENT S.A.R.L.** (incorporated in Luxembourg) (Sociétés de participation financière (Soparfi) (64202) and Trade registry No. B184887) whose registered office for the law of Luxembourg is situate at 33a Avenue John F Kennedy L-1855 Luxembourg but whose address for service in the United Kingdom is c/o Mark Gifford, UBS Asset Management (UK) Ltd, 5 Broadgate, London EC2M 2QS ("**Mortgagee**")
- (6) **BICESTER HOTEL LIMITED** (company no. 05997594) whose registered office is at Bicester Hotel Chesterton Bicester OX26 1TE ("**Leaseholder**")

## **INTRODUCTION**

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the county planning authority for the purposes of the Act for the area in which the Site is situated
- (C) For the purposes of the 1980 Act and the Road Traffic Regulation Act 1984 and Traffic Management Act 2004 the County Council is the highway authority for certain highways in the area which includes the Site

- (D) The Owner is the freehold owner of the part of the Site registered at the Land Registry with absolute title under title number ON337131 subject to a charge in favour of the Mortgagee and a lease to the Leaseholder but otherwise free from encumbrances as the Owner hereby warrants;
- (E) The Owner is the freehold owner of the part of the Site registered at the Land Registry with absolute title under title numbers ON231836 and ON225765 subject to a charge in favour of the Mortgagee and a lease to the Leaseholder and an option in favour of the Developer but otherwise free from encumbrances as the Owner hereby warrants
- (F) The Mortgagee is mortgagee of the freehold interest in the Site under the ownership of the Owner under legal mortgages dated 28<sup>th</sup> September 2017, 30 January 2020 and 11 September 2020 and made between the Owner and the Mortgagee.
- (G) The Leaseholder is leasehold owner of the part of the Site registered at Land Registry with absolute title under title number ON336410 subject to a charge in favour of the Mortgagee but otherwise free from encumbrances as the Leasehold Owner hereby warrants
- (H) The Developer has entered into an option agreement with the Owner and the Leaseholder dated 21 December 2018
- (I) The Developer has submitted the Application to the District Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (J) The District Council refused the Application on 12 March 2020.
- (K) The Developer has appealed to the Secretary of State against the refusal of the Application on 10 September 2020.
- (L) The Owner, the Developer, the Leaseholder, the District Council and the County Council and the Mortgagee have agreed that it is necessary in planning terms to enter into this Deed to mitigate the impact of the Development and make it acceptable in the event that the Planning Permission is granted on Appeal and to be bound by and observe and perform the planning obligations that are considered to be CIL Regulation 122 compliant by the Inspector in his Decision Letter.

**NOW THIS DEED WITNESSES** as follows:

**OPERATIVE PART**

**1. DEFINITIONS**

1.1 For the purposes of this Deed the following expressions shall have the following meanings:

<b>Expression</b>	<b>Meaning</b>
<b>“Act”</b>	the Town and Country Planning Act 1990 (as amended);
<b>“Appeal”</b>	the appeal submitted by the Developer against the District Council’s refusal of the Application and allocated reference number APP/C3105/W/20/3259189;
<b>“Application”</b>	the application for full planning permission submitted to the District Council and validated on 25 <sup>th</sup> November 2019 for the Development and allocated reference number 19/02550/F;
<b>“Bond”</b>	a bond from a reputable financial institution satisfactory to the County Council in the sum of £1,800,000 (One million eight hundred thousand pounds) in the form or substantially in the form of the draft bond annexed to the Fourth Schedule
<b>“Commencement of the Development”</b>	occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of: ; <ul style="list-style-type: none"><li>• site clearance</li><li>• demolition work;</li><li>• archaeological investigations;</li><li>• investigations for the purpose of assessing ground conditions;</li></ul>

<b>Expression</b>	<b>Meaning</b>
	<ul style="list-style-type: none"> <li>• remedial work in respect of any contamination or other adverse ground conditions;</li> <li>• erection of any temporary means of enclosure;</li> <li>• the temporary display of site notices or advertisements;</li> </ul> and “Commence” “Commenced” and “Commencing” or any other derivation of this term shall be construed accordingly
“Decision Letter”	a letter issued by the Secretary of State or an Inspector determining the Appeal;
“Development”	the development of the Site by the redevelopment of part of the existing golf course to provide a new leisure resort (sui generis) incorporating waterpark, family entertainment centre, hotel, conferencing facilities and restaurants with associated access, parking and landscaping as set out in the Application;
“Due Date”	if the provisions of Clause 12 are complied with is the date on which any sum payable hereunder is required to be paid or if any sum is to be paid before an event the day before that event occurs but otherwise is the date hereof
“Inspector”	a planning inspector appointed by the Secretary of State to consider the Appeal under delegated powers;
“Interest”	Interest at the rate of 4% above the base lending rate of Lloyds Bank PLC from time to time;
“NPPF”	the National Planning Policy Framework published in February 2019 (or as may be amended from time to time) or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or supersede it;
“Occupation”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel



<b>Expression</b>	<b>Meaning</b>
	engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and <b>“Occupied”</b> and <b>“Occupy”</b> shall be construed accordingly;
<b>“Owners”</b>	together the Owner and the Leaseholder
<b>“Planning Permission”</b>	the full planning permission subject to conditions as may be granted by the Secretary of State pursuant to the Appeal being allowed which where the context admits shall include each and every Qualifying Permission;
<b>“Qualifying Applications”</b>	any separate application(s) for full planning permission for the Development or any part of the Development or any application under Section 73 of the Act relating to the Planning Permission or any application for approval of any matters relating to such permission further to an application under Section 73 of the Act;
<b>“Qualifying Permissions”</b>	approval of Reserved Matters or full planning permission as the case may be issued pursuant to a Qualifying Application;
<b>“Section 278 Agreement”</b>	an agreement under Section 278 of the Highways Act 1980 in accordance with the form annexed to this Deed (subject to any amendments that the circumstances may reasonably and properly require) which provides for the execution of the Works by the Owners and/or Developer at the expense of the Owners and/or Developer.
<b>“Site”</b>	the land against which this Deed may be enforced as described in the First Schedule and shown edged red on the Site Plan;
<b>“Site Plan”</b>	the plan attached to this Deed at the Annex to the First Schedule;

<b>Expression</b>	<b>Meaning</b>
<b>“Secretary of State”</b>	the Secretary of State for Housing Communities and Local Government or any other minister appointed to determine appeals pursuant to Section 78 of the Act from time to time;
<b>“Trigger Event”</b>	any event that when it occurs requires any party to this Deed to pay any sum or carry out any works or take (or desist from taking) any other action including service of any notice.
<b>“Working Days”</b>	Mondays to Fridays (excluding bank and other public holidays) and any day which is on or between 27 <sup>th</sup> and 31 <sup>st</sup> December in any Calendar Year.
<b>“Works Plans”</b>	the works plans attached to this Deed at the Annex to the Third Schedule;

## **2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 **“Including”** means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and **“include”** shall be construed accordingly.

- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause, permit or allow infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.
- 2.9 The headings and contents list are for reference only and shall not affect construction.

### **3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 278 of the Highways Act 1980 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners and Developer under this Deed create planning obligations pursuant to Section 106 of the Act
- 3.3 Those covenants, restrictions and requirements set out herein and those
- 3.3.1 set out in the Second Schedule are enforceable by the District Council as local planning authority, and
  - 3.3.2 set out in the Third Schedule and Fourth Schedule are enforceable by the County Council as County planning authority
- against the Owners and Developer and in accordance with Section 106(3)(b) of the Act against any person deriving title from the Owners or Developer.

#### 4. CONDITIONALITY

4.1 Save as set out below this Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of the Development;

4.2 The provisions of Clauses 8.1.1, 8.1.2, 8.1.4, 8.8, 8.9, 11, 15, 16, 17 and 18 (legal costs, monitoring and administering, invalidity, revocation, change of ownership, notifications, jurisdiction, delivery and mortgagee's consent) shall come into effect immediately upon completion of this Deed.

4.3 The provisions of Clause 8.1.3 (reimbursement of costs) Clause 12 (Notifications), Paragraph 3 of the Second Schedule (Golf Course Scheme) Paragraph 3.1 of the Third Schedule (Highways Works) Paragraphs 2.2 and 2.4 of the Fourth Schedule (County Contributions) shall come into effect immediately upon the grant of the Planning Permission

4.4 Subject to sub-clause 4.6 the obligations created by this Deed are also conditional upon the Secretary of State or his Inspector determining the Appeal that he or she is satisfied in respect of each obligation that it is:

4.4.1 necessary to make the Development acceptable in planning terms;

4.4.2 directly related to the Development; and

4.4.3 fairly and reasonably related in scale and kind to the Development,

4.5 Subject to sub-clause 4.6 should the Secretary of State or his appointed Inspector make a finding that any of the covenants or obligations in this Deed do not meet the criteria in sub-clause 4.4 above or do not meet the Secretary of State's policy tests as set out in the National Planning Policy Framework and/or are not in accordance with the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 then such covenant(s) or obligation(s) as so identified by the Secretary of State or his appointed Inspector shall be deemed to have been discharged and be of no effect notwithstanding the remaining provisions of this

Agreement which for the further avoidance of doubt shall remain in effect and enforceable

- 4.6 The obligations in paragraphs 6 (shuttle bus service) and 7 (day passes) of the Second Schedule shall not be deemed to have been discharged and shall remain in effect and be enforceable by the District Council whether or not the Secretary of State or his Inspector considers that the criteria in sub-clause 4.4 are met.

## **5. THE OWNERS' AND DEVELOPER'S COVENANTS**

- 5.1 The Owners and Developer covenant with the District Council as set out in the Second Schedule.
- 5.2 The Owners and Developer covenant with the County Council as set out in the Third Schedule and the Fourth Schedule

## **6. THE DISTRICT COUNCIL'S COVENANTS**

The District Council covenants with the Developer and the Owners as set out in the Fifth Schedule.

## **7. THE COUNTY COUNCIL'S COVENANTS**

The County Council covenants with the Developer and the Owners as set out in the Sixth Schedule.

## **8. MISCELLANEOUS**

- 8.1 The Developer shall

8.1.1 pay to the District Council on the execution and completion of this Deed the reasonable legal costs of the District Council incurred in the negotiation of the Agreement and the preparation and execution of this Deed;

8.1.2 pay to the County Council on the execution and completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation of the Agreement and the preparation and execution of this Deed;

- 8.1.3 reimburse the District Council and the County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with any enforcement of any of the provisions in this Agreement should the need for enforcement arise in the reasonable opinion of the District Council or the County Council; and
- 8.1.4 on completion of this Deed pay
- (a) to the County Council the sum of **£5,250.00** (Five thousand two hundred and fifty pounds only): and
  - (b) to the District Council the sum of **£1,000.00** (One thousand pounds only)
- as a contribution towards the cost of monitoring and administering compliance with the obligations in this Agreement
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Deed shall be registrable as a local land charge by the District Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners or the Developer from the District Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and in the case of the District Council or the County Council, any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:
- 8.4.1 the District Council by the Assistant Director: Planning Policy and Development; and
  - 8.4.2 the County Council by the Director for Planning and Place.
- 8.5 Following the Developer or the Owners notifying the District Council and the County Council and the District Council and the County Council being satisfied of the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of the Development.
- 8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest Provided that if Commencement of Development has occurred (or in the event that Commencement of Development has not occurred but the Owners have provided a Bond) the Owners shall remain liable for any breach of their obligations to pay the County Contributions covered by the Bond that occurs after they have parted with the whole of their interest in the Site unless and until they or their successor in title deliver to the County Council without expense to the County Council a replacement Bond (and the provisions of this sub-clause shall apply (mutatis mutandis) to such successor in title and his successors (whether mediate or immediate) and the Owners will pay to the County Council the reasonable legal costs of the County Council in connection with the preparation and completion of any such Bond
- 8.9 Nothing contained or implied in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission and/or a Qualifying Permission granted (whether or not on appeal) after the date of this Deed.

## **9. WAIVER**

No waiver (whether expressed or implied) by the District Council (or the County Council) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such

waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **10. NO FETTER**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their respective functions in any capacity.

## **11. CHANGE OF OWNERSHIP ETC**

The Owners agree with the District Council and separately with the County Council to give each written notice of any change in the ownership of any of their interests in the Site within 10 working days and in any event before the next Trigger Event that arises following such change in ownership if sooner occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan provided that this clause shall not apply to any disposal of any part or parts of the Site for servicing or utility requirements or to a statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory service which have been constructed or installed in or on the Site

## **12. NOTIFICATIONS**

The Owners and Developer agree with the District Council and the County Council:

12.1 to notify the District Council and the County Council in writing no later than 5 Working Days prior to the anticipated date of each of the following:

12.1.1 Commencement of the Development;

12.1.2 first Occupation of the Development;

and not to Commence Occupy or cause or permit Occupation until such notification has been given



12.2 to notify the District Council and the County Council in writing of the actual date of each such event referred to in Clause 12.1 above no later than 10 Working Days after the event occurs:

### **13. INTEREST**

13.1 If any payment due under this Deed is paid after the Due Date, Interest will be payable on the amount owed from the Due Date to the date of full payment.

13.2 Interest shall be calculated and accrue daily and shall be compounded monthly if any payment is made more than three months after the Due Date

### **14. VAT**

14.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owners/Developer shall pay to the District Council and separately to the County Council any value added tax properly payable on any sums paid to the District Council and/or the County Council or works undertaken under this Deed upon presentation of any appropriate value added tax invoice addressed to the Owners/Developer.

### **15. NOTICES**

15.1 Any notice or notification to be given to the District Council under this Deed shall be sent to the District Council attention of the Assistant Director Planning and Development at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall direct from time to time.

15.2 Any notice or notification to be given to the County Council under this Deed shall be sent to the Director for Planning and Place County Council at County Hall, New Road Oxford OX1 1ND or to such other person at such other address as the County Council shall direct from time to time.

15.3 Any notice to be given to the Owner and/or the Leaseholder and/or Developer and/or Mortgagee shall be sent to the appropriate party at the registered office or address for service of that party at the head of this Deed and addressed to the Company Secretary

or to such other person at such address as the party shall notify to the District Council and separately to the County Council from time to time.

15.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

15.4.1 if delivered by hand, at the time of delivery;

15.4.2 if sent by post, on the second Working Day after posting; or

15.4.3 if sent by recorded delivery, at the time delivery was signed for.

15.5 If a notice, demand or any other communication is served after 16:00 on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

15.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

15.7 Any notice or notification to be given pursuant to this Deed shall be in writing and shall, unless otherwise agreed, be delivered by hand or sent by post.

## **16. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **17. DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## **18. MORTGAGEE'S CONSENT**

18.1 The Mortgagee acknowledges and declares that this Deed has been entered into with its consent

18.2 The Mortgagee acknowledges and declares that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## **19. DATA PROTECTION**

The parties to this Deed acknowledge and agree that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:

19.1 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further

19.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000

## **20. DISPUTES**

The provisions of the Seventh Schedule shall apply to any dispute arising in respect of the provisions in paragraphs 2.1, 3.1, 4.1, and 6.1 of the Second Schedule or any proposal to alter the Day Pass and Sustainable Day Pass Management Plan but not further or otherwise

**IN WITNESS** whereof the parties hereto have executed this Deed on the day and year first before written.



## **FIRST SCHEDULE**

### **DETAILS OF THE OWNERS' TITLE, AND DESCRIPTION OF THE SITE**

**ALL THAT** roughly triangular land bounded by the M40 Motorway to the West and the A4095 Road to the North and shown edged in red on the Site Plan being

1. the land registered with Freehold Title Absolute under title number ON231836; and
2. part of the land registered with Freehold Title Absolute under title number ON225765;  
and
3. part of the land registered with Freehold Title Absolute under title number ON337131:

all of which include the land registered with Leasehold Title Absolute under title number ON336410









**SECOND SCHEDULE**  
**COVENANTS WITH THE DISTRICT COUNCIL**

**1. DEFINITIONS**

1.1 In this part of this Schedule and the Fifth Schedule and Seventh Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

<b>Expression</b>	<b>Meaning</b>
<b>“Academy Par 3 Course”</b>	a nine hole short layout golf course with artificial greens, mobile tees and false bunkers
<b>“Cultural Well Being Purposes”</b>	a public event in the locality of the Site that will benefit the cultural well-being of the local population and visitors to the area
<b>“Day Pass”</b>	a pass allowing one person over 2 years of age access to the waterpark and use of the family entertainment centre at the Development for a single day and “Day Passes” shall have the same meaning
<b>“Day Pass and Sustainable Day Pass Management Plan”</b>	a plan for Day Pass and Sustainable Day Pass visitors to the Development including details of ticket concessions / discounts, booking arrangements and opening hours in the form of the draft at Annex 2 to this Schedule or such other form or plan which may be approved by the District Council in writing
<b>“Discounted Day Pass”</b>	Day Passes which are available to people residing within postcodes OX5, OX15, OX16, OX17, OX25, OX26 and OX27 which are offered at a discounted rate of up to 75% (seventy five percent) of the Day Pass rate

<b>Expression</b>	<b>Meaning</b>
<b>“Discounted Sustainable Day Pass”</b>	Sustainable Day Passes which are available to people residing within postcodes OX5, OX15, OX16, OX17, OX25, OX26 and OX27 which are offered at a discounted rate of up to 75% (seventy five percent) of the Day Pass rate
<b>“Driving Range”</b>	an area containing a driving range comprising not less than twelve mats or bays with laser tracking technology sharing the land occupied also by the Academy Par 3 Course together with an area designated for golf practice and tuition to include a putting green and a chipping area with bunkers
<b>“Golf Course Scheme”</b>	<p>a scheme with the purpose of configuring the Retained Golf Course and providing the Driving Range and Academy Par 3 Course setting out enhancements and improvements of the offer for golfers and those who wish to become involved in the sport comprising at a minimum</p> <ol style="list-style-type: none"> <li data-bbox="619 1240 1406 1323">1. overall design of Retained Golf Course and layout of holes;</li> <li data-bbox="619 1361 1406 1503">2. detailed design of each hole setting out additional 9 tee positions such that the remaining 9 holes provide 18 playable tees;</li> <li data-bbox="619 1541 1406 1682">3. identifying all trees requiring removal and proposals for replacement/enhancement of tree cover throughout the course;</li> <li data-bbox="619 1720 1406 1960">4. a detailed programme of all works required identifying a completion date for all works to the Retained Golf Course, and the completion date for the tree replacement/enhancement in the first planting season following Commencement;</li> </ol>

**Expression****Meaning**

5. details of how the Retained Golf Course will be operated, including proposed booking system and details of the priority of play for golfers on the course;
6. overall design of the Academy Par 3 Course and Driving Range
7. detailed design of each hole for the Academy Par 3 Course
8. detailed design of the driving range including proposals for the building structure and all equipment
9. details of how the Academy Par 3 and driving range will be operated, including proposals for the operating times for each facility which share the same allocation of land
10. a detailed programme of works for the construction of the Academy Par 3 Course and the driving range identifying a completion date for the works

submitted to and approved by the Council pursuant to paragraph 3 below

**“Retained Golf Course”**

the part of the existing golf course adjacent to the Site shown for illustrative purposes only on plan BICE.101B annexed to this Schedule as Annex 1 which will remain when the Development is Completed

**“Scholarship Scheme”**

a scheme whereby a minimum of 20 young people (16 years or younger) per annum are given free golf course / practice range membership (20 people per year for 10 years) with the distribution of such scholarships agreed with the Leaseholder and England Golf and paid for by Great Wolf Resorts

Expression	Meaning
“Shuttle Bus Services	free-to-use shuttle bus services between the Development and Bicester for use by hotel guests and staff;
“Sustainable Day Passes”	30 (thirty) Day Passes per day available exclusively to those who travel to the proposed Great Wolf Lodge using the Shuttle Bus Service and which will be available to purchase up to six months in advance;
“TEMP”	<p>a training and employment plan which shall (as a minimum) include the arrangements by which the Owners and/or the Developer will provide an appropriate number of construction (and related trades) apprenticeship starts (with a minimum of 150 such apprenticeship starts or such other figure as shall be agreed at the time through the approval process pursuant to paragraph 2.1 of this Second Schedule) during the construction of the Development in accordance with the following:</p> <ul style="list-style-type: none"> <li>• the apprenticeships may be delivered through an accredited Apprenticeship Training Agency or other equivalent approach</li> <li>• all apprenticeship opportunities arising shall be initially advertised within the administrative area of the District Council and if there are no suitable applicants identified as a result of such advertisements the opportunities shall be advertised to people residing in Oxfordshire and then the surrounding locality (e.g. Milton Keynes, Aylesbury and Northamptonshire)</li> <li>• how the Owners and/or the Developer and the appointed contractor will work directly with local employment/training agencies including Job Centre Plus and Bicester Job Club or any successor</li> </ul>

**Expression****Meaning**

initiatives to identify employment opportunities related to the construction of the Development and skills and training to assist local people residing in Bicester and within 5 miles thereof to access job opportunities

- how the Owners and/or the Developer will deliver local supply chain events to promote opportunities for companies local to Bicester and how such opportunities shall be advertised

1.2 The Owners and the Developer covenant with the District Council as follows:

**2. CONSTRUCTION APPRENTICESHIPS**

2.1 not to Commence the Development until a TEMP has been submitted to the District Council and it has been approved in writing by the District Council

2.2 from the date of its written approval by the District Council to implement and fully comply with the TEMP as approved

2.3 on each anniversary of the date of Commencement until the construction of the Development has been completed to submit to the District Council a report which demonstrates the progress made towards achieving the outputs identified in the TEMP including the provision of at least the minimum number of apprenticeships identified therein.

**3. GOLF COURSE SCHEME**

3.1 Prior to Commencement of Development, to submit to the District Council for approval the Golf Course Scheme

3.2 Not to Commence the Development until the Golf Course Scheme is approved by the District Council and works to provide the Golf Course Scheme have been completed

3.3 To thereafter and for the duration of operation of the Development to manage the Retained Golf Course in accordance with the Golf Course Scheme or an alternative scheme which may be agreed in writing with the District Council.

#### **4. SCHOLARSHIP SCHEME**

4.1 Prior to Occupation of the Development, to submit to the District Council for approval the Scholarship Scheme.

4.2 On completion of the works to the Retained Golf Course to provide the Scholarship Scheme for a minimum of 10 (ten) years from the date of completion of works to the Retained Golf Course

#### **5. CULTURAL WELL-BEING**

5.1 To pay to the District Council the sum of TWENTY-FIVE THOUSAND POUNDS (£25,000.00) on or before the first Occupation of the Development and on each of the first and second anniversary thereof each such payment to be Index Linked for the Cultural Well Being Purposes

#### **6. SHUTTLE BUS SERVICES**

6.1 Prior to Commencement of Development to submit to the District Council for approval a draft scheme for provision of the Shuttle Bus Services which shall as a minimum include:

6.1.1 for staff an hourly service operated for staff of the Development at key shift changeover times between the Development and Bicester

6.1.2 An hourly service for hotel guests and visitors operating from 9.00 and 17.00 between the Development and Bicester

6.2 Not to Commence the Development until the draft scheme for provision of the Shuttle Bus Services has been submitted to the District Council for approval and not to Occupy the Development until the said scheme has been approved

6.3 Prior to first Occupation of the Development the Developer shall provide the Shuttle Bus Services in accordance with the approved scheme or such other scheme as may be agreed in writing with the District Council

## **7. DAY PASSES**

7.1 During operation of the Development to make available the following day passes in accordance with the Day Pass and Sustainable Day Pass Management Plan:

7.1.1 up to 450 (four hundred and fifty) Day Passes per day including Discounted Day Passes;

7.1.2 30 Sustainable Day Passes per day including Discounted Sustainable Day Passes

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**ANNEX 1 TO THE  
SECOND SCHEDULE**

**SCORECARD**

HOLE	M	Y	PAR
1	320	350	4
2	440	485	5
3	100	110	4
4	415	445	4
5	370	410	4
6	280	305	4
7	140	155	3
8	330	360	4
9	275	300	4
OUT	2670	2920	35
10	275	300	4
11	350	385	4
12	140	155	3
13	365	400	4
14	435	480	5
15	300	330	4
16	150	165	3
17	280	305	4
18	335	365	4
IN	2630	2885	35
TOTAL	5300	5805	70

1: 1500 @ A1	BICC: 911
2: 2500 @ A3	B
07/00/0000	W.A.S.
21 JUN 2021	H.A.J.S.

**BICESTER  
HOTEL, GOLF  
AND SPA**

**18-HOLE GOLF COURSE LAYOUT**



Swan Golf Designs, 1000 Lakeside Drive, Suite 100, Lakeville, MN 55044  
 Phone: 763-441-1111  
 Email: info@swargolfdesigns.com  
 Website: www.swargolfdesigns.com





## ANNEX 2

### DRAFT DAY PASS AND SUSTAINABLE DAY PASS MANAGEMENT PLAN

#### 1. Overview

- 1.1. This Day Pass and Sustainable Day Pass Management Plan ('Management Plan') relates to the use of the Development by day visitors. The Development is referred to as the Great Wolf Lodge with day visitors being able to use the Great Wolf Lodge with a Day Pass or a Sustainable Day Pass.

#### 2. The Types of Passes Available

- 2.1. A Day Pass will allow access to the waterpark and use of the family entertainment centre ("FEC") (i.e. the whole resort, except hotel room accommodation) for a single day.
- 2.2. A Sustainable Day Pass (additional to and different to a Day Pass) is available exclusively to those who travel to the Development using the free shuttle bus provided, and will allow access to the waterpark and use of the family entertainment centre (i.e. the whole resort, except hotel room accommodation) for a single day
- 2.3. Both Day Passes and Sustainable Day Passes are available at a discounted rate to people residing within postcodes OX5, OX15, OX16, OX17, OX25, OX26 and OX27. A Discounted Day Pass or a Sustainable Day Pass will be available at up to 75% of the value of a Day Pass or Sustainable Day Pass (i.e. there will be a minimum 25% discount).
- 2.4. Day Passes and Sustainable Day Passes (including discounted passes) shall be available for use from 10am on the day of the visit until the time that the waterpark and FEC close.

#### 3. Availability of Passes

- 3.1. Any person 3 years and older who is not a hotel guest requires a Day Pass or Sustainable Day Pass to access the waterpark and FEC. Those who are 2 years old or younger do not need a pass and can access the Great Wolf Lodge as part of a wider group.
- 3.2. Up to a maximum of four children (up to 16 years old) may attend with one adult.
- 3.3. Up to 450 (four hundred and fifty) Day Passes are available per day, linked to the occupancy of the hotel. If 80% or fewer of rooms are booked then 450 Day Passes are available and this number is reduced as hotel occupancy increases up to 100% occupancy, when no Day Passes are available.
- 3.4. 30 Sustainable Day Passes are available per day all year round, irrespective of occupancy of the hotel or how many Day Passes have been issued.
- 3.5. A Day Pass or Sustainable Day Pass is valid for one day only and must be used on the date it was purchased for. It cannot be used for two half days for example.

#### 4. Booking Arrangements

- 4.1. A dedicated page on the wider Great Wolf Resorts website will be created for information and for booking (either directly or via other contact methods on the website including a supporting telephone line). For those with a visual impairment, the booking website will be accessible in line with best practice guidelines.

- 4.2. The website will only show availability where tickets are available. If booking through telephone booking, agents will suggest other dates to guests where there is full availability.
- 4.3. All bookings must be made in advance of the visit and tickets will be issued for all bookings. No admission to the resort will be granted without an advance ticket purchase.
- 4.4. A Day Pass will become available to purchase 4 weeks before the day to which it relates, and available to purchase up to one day before the visit.
- 4.5. A Sustainable Day Pass will become available to purchase 6 months before the day to which it relates, and available to purchase up to and including the day of the visit.

**5. Redeeming Passes**

- 5.1. Day Passes will be picked up from the front desk on the day of the visit and will require a valid driver's license or government issued photo ID and the payment card used to complete the transaction.
- 5.2. Sustainable Day Passes will be picked up from the front desk on the day of the visit and will require a validated ticket or token (provided on entry to the shuttle bus and validated as departing); a valid driver's license or government issued photo ID; and the payment card used to complete the transaction.
- 5.3. A Discounted Day Pass or Discounted Sustainable Day Pass will also require proof of address on arrival.
- 5.4. All Passes will be given to guests along with a wristband (as received by hotel guests on their arrival also). These wristbands will need to be worn by the guest during the entirety of their visit.

**9 March 2021**

## THIRD SCHEDULE HIGHWAYS

### 1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

**“Footpath Plan”** the Motion drawing Figure 4.1 annexed to this Schedule

**“Index Linked”** in this schedule means adjusted according to any increase occurring between November 2019 and the date when the relevant payment is made in the All Items Retail Price Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics

**“Works”** means the

- a) Construction of a priority bellmouth junction at the site access and widening of the A4095 to incorporate a ghosted right turn filter lane, as shown indicatively on the Motion drawing no. 1803047-03 Rev. F. To include all signage and road markings as necessary.
- b) Construction of a 2.5m wide unsegregated shared use footway/cycleway along the southern side of the A4095 between the site and Chesterton, as shown indicatively on Motion drawing nos. 1803047-02 Rev. A and 1803047-03 Rev. F
- c) Construction of a ramped footway and barrier on the east side of the A4095 at the termination of Public Right of Way 161/1, as shown indicatively on Motion drawing no. 1803047-08
- d) Two new lengths of 2.0m wide footway, approximately 235m and 125m, along the A4095 either side of the M40 overbridge, to connect PRow 161/6 with 161/11, as shown indicatively on Motion drawing no. 1803047-03 Rev. F
- e) Two new lengths of 2.0m wide footway, approximately 150m and 240m,

along Green Lane either side of The Hale, to connect PRow 161/6 with  
Chesterton Village, as shown indicatively on Motion drawing no.  
1803047-15

**“Works Plans”** means

1803047-02 Rev. A	Proposed Shared Foot/Cycleway
1803047-03 Rev. F	Proposed Access Arrangement
1803047-08 Rev. –	Footway Connection to PRow 161/1
1803047-15 Rev –	Proposed Footway

annexed to this Schedule

## **2. BACKGROUND**

- 2.1 The Works are works which the County Council is authorised to execute by virtue of Part V of the Highways Act 1980
- 2.2 This Deed (which the County Council is satisfied will be of benefit to the public) is made under Section 278 of the Highways Act 1980
- 2.3 The parties intend to enter into the Section 278 Agreement

## **3. HIGHWAYS WORKS**

The Owners and Developer covenant with the County Council:

- 3.1 not to cause or permit Commencement of Development until
  - 3.1.1 there have been submitted to the County Council and approved by it in writing
    - (a) in principle drawings of the Works
    - (b) duration of construction of the Works and the long stop for their completion;
    - (c) details of the commuted maintenance sums in respect of the cost of future maintenance of the Works; and

- (d) (if applicable) a plan identifying the land to be dedicated for the purposes of the Works
  - 3.1.2 title has been deducted to the satisfaction of the County Council in respect of any land to be dedicated for the purpose of the Works and any mortgagee of such land has released it from its charge; and
  - 3.1.3 a Section 278 Agreement incorporating the matters agreed and approved as set out in paragraph 3.1.1 has been entered into by the Owners and the Developer and all parties with an interest in any land to be dedicated have also joined in such agreement
- 3.2 not to cause or permit any building forming part of the Development to be Occupied before the Works have been completed pursuant to and in accordance with the Section 278 Agreement and commuted maintenance sum in respect of the cost of future maintenance of the Works has been paid,

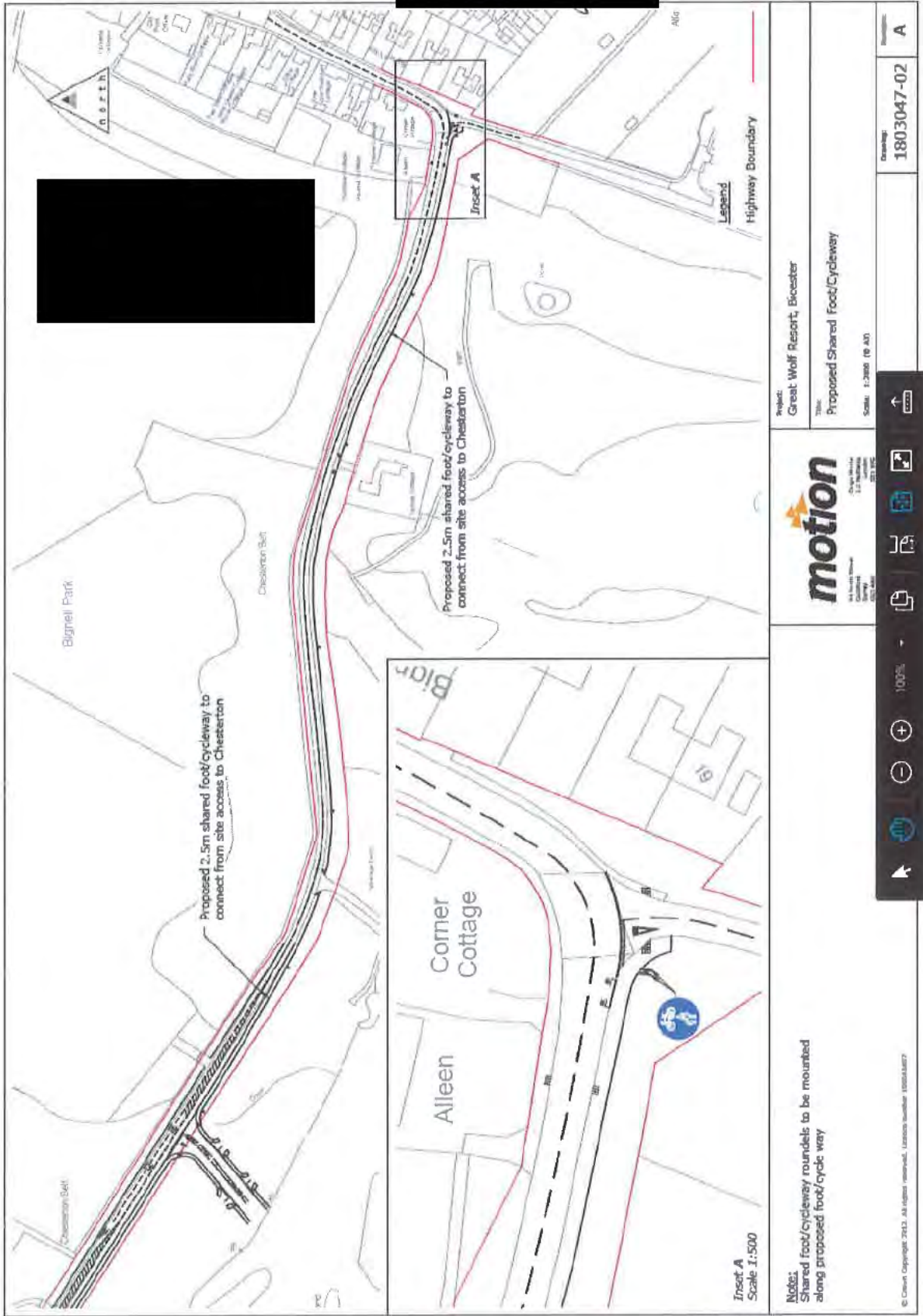
#### **4. FOOTPATH COVENANTS**

- 4.1 The Owners and Developer covenant with the County Council not to cause or permit the first Occupation of any part of the Development until:-
- 4.1.1 there has been completed to the satisfaction of the County Council the provision of a footpath as shown indicatively by a broken blue line on the Footpath Plan in accordance with the following:
    - (a) the minimum width of the footpath shall be 2.0 metres (or such greater width as the County Council may reasonably determine) and placed within a wider corridor with grass to either side where enclosed by fences or other structures
    - (b) the footpath shall be surfaced in accordance with a specification that has been submitted to and approved by the County Council
  - 4.1.2 the Owners and all others with an interest in the site of the footpath shall have entered into a public path creation agreement with the County Council pursuant to Section 25 of the Highways Act 1980 for the dedication of the footpath

- 4.1.3 there shall have been paid to the County Council the sum of £1,500 Index Linked towards but not limited to the costs relating to entering into the public path creation agreement and undertaking all consultation, production and advertising of public notices notifications and processing of related order in connection with the public path creation agreement and the installation of appropriate signage
- 4.2 The Owners and Developer further covenant with the County Council that at all times following provision of the footpath further to clause 4.1.1 above they will maintain the surface of the footpath in good and substantial repair to the satisfaction to the County Council



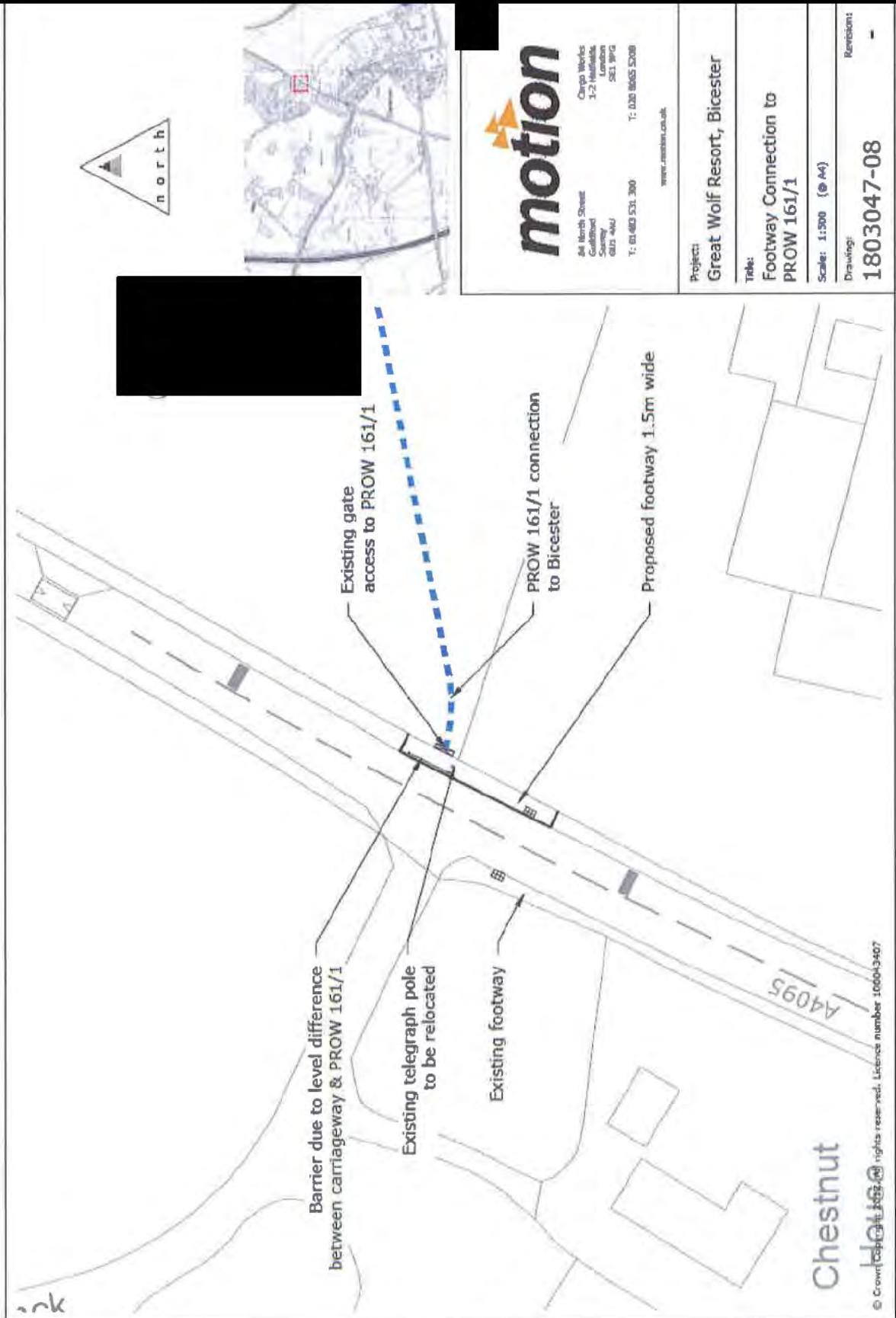
ANNEX TO THE THIRD SCHEDULE











**motion**

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 www.motion.co.uk

Project:  
**Great Wolf Resort, Bicester**

Title:  
**Footway Connection to PROW 161/1**

Scale: 1:300 (A4)

Drawing:  
**1803047-08**

Revision:  
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**Chestnut**

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 <p> <b>motion</b>          Corporate Office          1st Floor          100 Broad Street          London          EC2M 2JF          T: 020 8003 3200  <a href="http://www.motion.co.uk">www.motion.co.uk</a> </p>		<p> <b>Project:</b>          Great Wolf Resort, Bicester       </p>
<p> <b>Title:</b>          Proposed Footway       </p>		<p> <b>Drawing:</b>          1803047-15       </p>
<p> <b>Scale:</b> 1:1000 (A3)  <b>Date:</b> 11/08/15 (15/08/15)       </p>		<p> <b>Revision:</b>          -       </p>

**Legend:**  
 Highway Boundary

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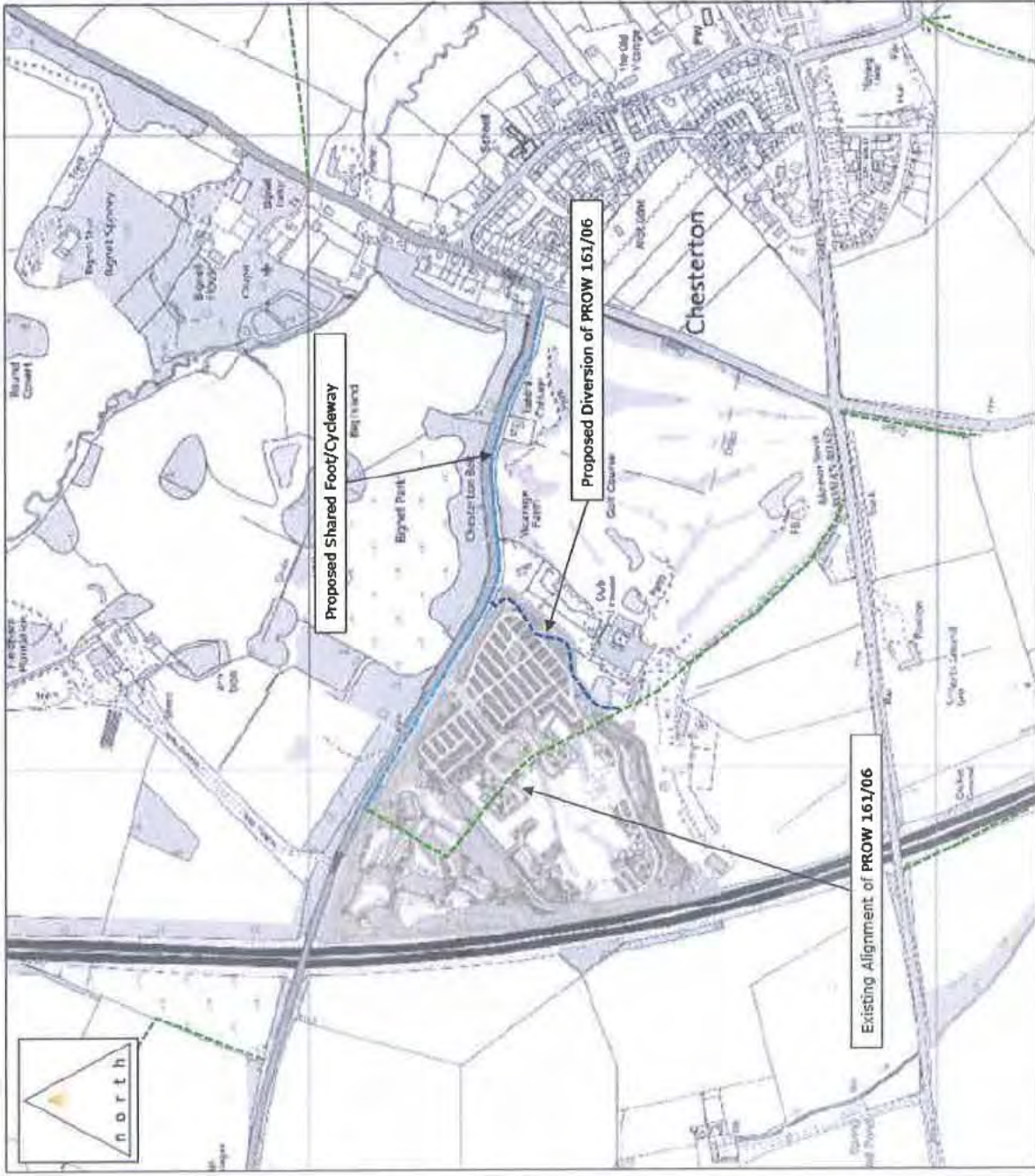
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- Legend:
- Site Location
  - Existing Public Rights of Way
  - Proposed Diversion of 161/06
  - Shared Foot/Cycleway



Great Wolf,  
Bicester  
Figure 4.1 Proposed Footpath  
Diversion  
Not to Scale



CAC20412



**FOURTH SCHEDULE**  
**COVENANTS WITH THE COUNTY COUNCIL**

**1. DEFINITIONS**

- 1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

**“County Contributions”**

the Public Transport Services Contribution the Travel Plan Monitoring Contribution the Public Transport Infrastructure Contribution the Cycle Improvements Contribution and the Highway Works Contribution

**“Cycle Improvements Contribution”**

the sum of Seventy thousand pounds (£70,000) Index Linked towards the improvement of cycle routes between Chesterton and Bicester

**“Highway Works Contribution”**

the sum of ten thousand pounds (£10,000) Index Linked towards traffic-calming measures in Middleton Stoney

**“Index Linked”**

means:

in the case of the Public Transport Services Contribution the Travel Plan Monitoring Contribution and the Cycle Improvements Contribution means adjusted according to any increase occurring between November 2019 and the date when the relevant payment is made in the All Items Retail Price Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics

in the case of the Public Transport Infrastructure Contribution and Highways Works Contribution means adjusted according to any increase occurring between November 2019 and the date

when a relevant payment is paid in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions set out below against each such index namely: -

Index 1 – Labour and Supervision 25%

Index 2 – Plant and Road Vehicles 25%

Index 3 – Aggregates 30%

Index 9 – Coated macadam and bituminous products 20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owners and/or the Developer and the County Council

**“Public Transport Infrastructure Contribution”**

the sum of two thousand one hundred and five pounds and sixty pence (£2,105.60) Index Linked towards the costs of providing two pole and flag units for Chesterton Village

**“Public Transport Services Contribution”**

the sum of One million and six hundred thousand pounds (£1,600,000) Index Linked towards the provision of a new public bus service linking the site to Bicester town centre and railway stations for up to ten years, consisting of eight instalments of Two hundred thousand pounds (£200,000) each

**“Travel Plan Monitoring Contribution”**

the sum of Two thousand and forty pounds (£2040) Index Linked towards monitoring of the Travel Plan for five years

**2. FINANCIAL CONTRIBUTIONS**

2.1 The Owners and the Developer covenant with the County Council not to cause or permit the Development to be Occupied until they have paid the Cycle Improvements

Contribution, the Highway Works Contribution, the Public Transport Infrastructure Contribution and the Travel Plan Monitoring Contribution to the County Council and to pay these Contributions to the County Council before first Occupation of the Development

- 2.2 The Owners and the Developer covenants with the County Council not to cause or permit the Development to be Commenced until they have paid the first instalment of two hundred thousand pounds (£200,000) of the Public Transport Services Contribution to the County Council and to pay the first instalment before Commencement of the Development.
- 2.3 The Owners and the Developer covenants with the County Council to pay seven further instalments of two hundred thousand pounds (£200,000) payable annually on the anniversary of the date of Commencement of the Development
- 2.4 The Owners and Developer covenant with the County Council not to cause or permit the Commencement of Development until the Bond has been delivered to the County Council without any cost to the County Council and to pay to the County Council its reasonable legal costs in connection with the preparation and completion of the Bond

### **3. TRAVEL PLAN**

The Developer covenants with the County Council;

- 3.1 to submit a draft Travel Plan to the County Council for approval no later than three months prior to first Occupation
- 3.2 not to Occupy the Development until the Travel Plan has been approved by the County Council; and
- 3.3 to comply with the Travel Plan for the duration of the Development



ANNEX to THIRD SCHEDULE

DRAFT BOND

DATED \_\_\_\_\_ 20[ ]

THE OXFORDSHIRE COUNTY COUNCIL

- and -

...

- and -

...

-----

(CONTRIBUTION) BOND

relating to land to the East of M40 and South of A4095  
Chesterton, Bicester in Oxfordshire

-----

Anita Bradley  
Director of Law and Governance  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND

**THIS BOND** is dated the                      day of                      20[ ] made

**BETWEEN:-**

(1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford  
OX1 1ND (“the Council”)

(2)                      (company number                      ) whose registered office  
is at                      (“the Owner”)

(3)                      (company number                      ) whose registered office  
is at                      (“the Surety”)

**WHEREAS** by an Agreement (“the Agreement”) dated the                      day of  
between the Owner and the Council the Owner is under obligation to make payments to the  
Council as set out in the Agreement including sums totalling One million six hundred and  
eighty four thousand, one hundred and forty five pounds and sixty pence (£1,684,145.60)  
Index Linked described in the Agreement as “the County Contributions”

**NOW THIS DEED WITNESSETH AS FOLLOWS**

1. In this Deed “the Bonded Sum” shall mean the sum of One million eight hundred thousand pounds (£1,800,000) subject as provided in clause 7
2. The Owner and the Surety are jointly and severally bound to the Council for the Bonded Sum
3. The Council may call for the Surety to make payment if the Owner shall fail to pay any part of the County Contributions due under any of the terms of the Agreement
4. Any claim hereunder shall be accompanied by a statement signed by the Solicitor to the Council that the amount claimed represents the amount payable in respect of all or any part of the outstanding County Contributions
5. The Surety shall within 14 days after service of any claim pay the Council the sum specified in such claim and shall not be entitled to delay or withhold payment for any



- reason notwithstanding any objection by the Owner or any other party provided always that the maximum aggregate liability of the Surety does not exceed the Bonded Sum
6. The Council may make as many separate claims under this Bond as it considers appropriate provided that they shall not exceed in aggregate the Bonded Sum
  7. Whenever any payment (constituting the entirety of a County Contribution or where this is provided for in the Agreement the entirety of an instalment towards a County Contribution and including any interest payable) is made to the Council after the date of this Bond in respect of the County Contributions the Bonded Sum shall be reduced on written notice from the Council to such sum as the Council acting reasonably and taking into account index linking and the trigger dates for payment of the instalments of the County Contributions then estimates to be outstanding in respect of the County Contributions (being the amount of the County Contributions remaining to be paid adjusted for index linking and including reasonable allowance for future index linking) plus any outstanding interest on account of late payment and all such reductions shall be notified in writing by the Council to the Owner and the Surety within 3 months of the relevant payment
  8. Without prejudice to the generality of clause 5 the obligations of the Surety under this Bond shall not be affected by any act, omission or matter which might (but for this clause) operate to release or discharge such obligations in whole or in part, including without limitation:
    - 8.1 any time or waiver or accommodation or credit granted to the Owner or the Surety or any abstention from enforcing the Council's rights against the Owner or the Surety;
    - 8.2 the bankruptcy, liquidation or insolvency of the Owner or the presentation of a petition for the making of an administration order in respect of the Owner or the

making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Owner;:

8.3 any variation of or amendment to the Agreement (and references to the Agreement in this Bond shall be references to the Agreement as so varied or amended from time to time) or in the extent or notice of the Works;

8.4 any obligation on the part of the Owner being void;

8.5 any thing or matter that would or might have discharged or affected any liability if the Surety's obligation under this Bond had been secondary rather than primary

9. This deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

10. This Bond shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Bond

**THIS BOND** has been executed as a Deed and is delivered the day and year first before written

**THE COMMON SEAL** of **THE**  
**OXFORDSHIRE COUNTY COUNCIL** was  
affixed hereto in the presence of:-

Head of Legal/ Authorised Officer

**THE COMMON SEAL** of  
was hereunto affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of

was hereunto affixed in the  
presence of:-



EXECUTED and DELIVERED as a

DEED by

acting by its duly authorised  
attorney in the presence of:-





## **FIFTH SCHEDULE**

### **DISTRICT COUNCIL'S COVENANTS WITH THE OWNERS AND THE DEVELOPER**

#### **1. REPAYMENT OF CONTRIBUTIONS**

- 1.1 The District Council covenants with the Owners and the Developer to use all sums received from them under the terms of the Second Schedule for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Developer and the District Council shall agree.
  
- 1.2 The District Council covenants with the Owners and the Developer that following written request from the person who made the relevant payment the District Council will repay to that person the balance (if any) of any payment made by that person to the District Council under the terms of the Second Schedule in accordance with the provisions of this Deed which has not been expended or committed at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of ten years of the date of receipt by the District Council of such payment. Any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the District Council shall not be obliged pursuant to this paragraph to return monies that do not relate to District Council functions or have been passed to persons/bodies other than the District Council.
  
- 1.3 Any payment or part thereof which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been committed by the District Council prior to that date
  
- 1.4 The District Council shall provide to the Owners and/or the Developer such evidence as they shall reasonably require in order to confirm the expenditure of the sums paid under the terms of this Agreement upon a written request by any party such request not to be made more than once in any year.

## **2. DISCHARGE OF OBLIGATIONS**

At the written request of the Owners and/or the Developer, the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

## **SIXTH SCHEDULE**

### **COUNTY COUNCIL'S COVENANTS WITH THE OWNERS AND THE DEVELOPER**

#### **APPLICATION OF MONIES RECEIVED**

- 1.1 The County Council shall not apply any of the contributions referred to in the Fourth Schedule for any purpose other than as set out in the definition of each contribution therein in such form and at such time as the County Council shall in its discretion decide

#### **REPAYMENT**

- 1.2 Following written request from the person who made the relevant contribution the County Council will repay to that person the balance (if any) of such contribution which at the date of the receipt of such written request has not been expended provided always that no such request shall be made prior to the expiry of 10 years from the Due Date or the date of receipt by the County Council (whichever is the later) of the last instalment of any such contribution.
- 1.3 Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date





**SEVENTH SCHEDULE**  
**DISPUTES**

1. A dispute in the context of this agreement arises where any Party requires or seeks the approval or consent of another Party pursuant to the provisions hereof set out in Clause 20 of this Deed and that approval or consent is refused or is not given within 20 Working Days but FOR THE AVOIDANCE OF DOUBT:
  - 1.1. disputes relating to the construction, interpretation and/or the application of this Agreement shall only be determined by an Expert with the express further agreement of all other Parties and in the absence of such agreement can only be determined by a Court of competent jurisdiction;
  - 1.2. any dispute relating to a refusal or failure to determine any application (whether pursuant to Sec 106A of the Act or otherwise) to modify or discharge any provision hereof shall not constitute a dispute to be determined pursuant to this Schedule but in accordance with Section 106B of the Act or Section 84A of the Law of Property Act 1925 or otherwise as appropriate
2. Any Party may by serving notice on all the other Parties (the Notice) require a dispute to be referred to an Expert (as hereinafter defined) for determination.
3. The Notice must:
  - 3.1. specify the nature, basis and brief description of the dispute;
  - 3.2. identify the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
  - 3.3. propose a person to determine the dispute ('the Expert').
4. The Expert may be agreed upon by the Parties and in the absence of such agreement within one month of the date that the Notice is issued pursuant to paragraph 1 either Party may request that the following nominate the Expert at their joint expense:
  - 4.1. if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

- 4.2. if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- 4.3. if such dispute relates to Affordable Housing the Expert shall be nominated by the President of the Royal Town Planning Institute; and
- 4.4. in all other cases, the President of the Law Society to nominate the Expert as he thinks appropriate
5. The Parties may agree to appoint joint Experts or (in default of agreement) invite joint Experts to be nominated pursuant to paragraph 4 and in which case 'Expert' shall mean both or all of them.
6. If an Expert (including one or more jointly nominated experts) nominated or appointed pursuant to this Schedule shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of paragraph 4.
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 20 Working Days from the date of the notice of his appointment given pursuant to paragraph 8.
8. Notice in writing of the appointment of an Expert pursuant to this Schedule shall be given by the Expert to the Parties and he shall invite each of the Parties to submit to him within ten 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 five Working Days in respect of any such submission and material.
9. The Expert shall act as an expert and not as an arbitrator but shall consider any written representation submitted to him within the period specified in this Schedule although he shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
10. The Expert shall give notice of his decision in writing

11. If the Expert consists of more than one person the decision shall be a joint decision approved by all such persons and the decision will (in the absence of manifest error) be final and binding on the Parties hereto.
12. If for any reason the Expert fails to make a decision and give notice thereof in accordance with this Schedule the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
13. The Expert's costs shall be in the Expert's award or in the event that no determination as to costs is made, such costs will be borne by the parties to the Dispute in equal shares.
14. Nothing in this Schedule shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.



**EXECUTION**

THE COMMON SEAL of CHERWELL DISTRICT COUNCIL was affixed in the presence of:-



Authorised Signatory



COC 20412

THE COMMON SEAL of THE OXFORDSHIRE COUNTY COUNCIL was affixed to this Deed in the presence of:-



Director of Law and Governance



1586

SIGNED as a DEED by a Director duly authorised for and on behalf of INVESTFRONT (OXON) LIMITED in the presence of:



Director

.....  
ne (print). GRAHAM PAYNE

Witness Signature

Witness Name  
BLOCK CAPS

Witness address .....

Witness Occupation ..... Solicitor

**BLAKE MORGAN**  
Seacourt Tower, West Way  
Oxford OX2 0FB

SIGNED as a DEED by a Director duly authorised for and on behalf of **GREAT LAKES UK LIMITED** in the presence of:

.....  
Director

Name (print) .....

Witness Signature .....

Witness Name  
BLOCK CAPS .....

Witness address .....

Witness Occupation .....

SIGNED as a DEED by a Director duly authorised for and on behalf of **BICESTER HOTEL LIMITED** in the presence of:



.....  
Director

Name (print) GRAHAM PAYNE

Witness Signature

Witness Name  
BLOCK CAPS A I FULTON CAMPBELL

Witness address .....

Witness Occupation Solicitor



SIGNED AS A DEED on behalf of **PREMF DEBT MANAGEMENT S.À R.L.** a company incorporated in Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B184887 with registered address at 33A Avenue, J-F Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg by LAWRENCE FUDJAYE and ADAMU ZUNGA BOITA being persons who, in accordance with the laws of that territory, are acting under the authority of that company.



.....  
Lauren Fudjaye Authorised signatory  
Manager



.....  
Adamu Zunga Boita Authorised signatory  
Manager