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(1) JOHN LAWRENCE BONNER AND ANTONY WILLIAM BONNER

(2) HOWES LANE PROJECTS LLP

-TO-

(3) CHERWELL DISTRICT COUNCIL

(4) OXFORDSHIRE COUNTY COUNCIL

**PLANNING OBLIGATION BY UNILATERAL
UNDERTAKING**

under section 106 of the Town and Country Planning
Act 1990 (as amended) and section 111 of the Local
Government Act 1972 and section 1 of the Localism
Act 2011 relating to land at OS Parcel 4200 adjoining and
North East of A-4095 and adjoining and South West of
Howes Lane, Bicester, Oxfordshire



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THIS DEED is made on

2017

BETWEEN:-

- (1) **JOHN LAWRENCE BONNER AND ANTONY WILLIAM BONNER** both of Whitfield House Farm, Whitfield, Brackley, Northamptonshire (the "**Owner**");
- (2) **HOWES LANE PROJECTS LLP** (Company Registration Number OC374499) whose registered office is at Penrose House, 67 Hightown Road, Banbury OX16 9BE (the "**Developer**");

TO

- (3) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire OX15 4AA (the "**District Council**"); and
- (4) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (the "**County Council**").

WHEREAS:-

- (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 and has for the area in which the Site is situated sundry powers and duties in respect of education, and in respect of highways and the regulation of traffic.
- (C) The Owner is the freehold owner of the Site registered (together with other land) at the Land Registry under Title Number ON271407 subject as therein provided.
- (D) The Developer has entered in to an option to acquire the Site which is dependent on the grant of planning permission for the Development.
- (E) Pursuant to the Application the Developer applied to the District Council for the Development of the Site.
- (F) On 23 June 2016 the District Council's Planning Committee refused to grant the Planning Permission.
- (G) The Developer has lodged the Planning Appeal with the Planning Inspectorate.
- (H) The parties have agreed to enter into this Deed with the intention that subject to the terms of this Deed the obligations contained herein may be enforced by the District Council and the County Council against the Owner and the Developer and their respective successors in title.
- (I) The Owner and Developer do not intend that this Deed and any and each of the obligations within it will take effect unless and until an Inspector or the Secretary of State determines that this Deed and each obligation meets the requirements of Regulations 122 and 123 of the CIL Regulations and without this Deed, the Planning Permission would not otherwise be granted.

IT IS AGREED as follows:-

1. **DEFINITIONS**

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

"Act" means the Town and Country Planning Act 1990 as amended

~~"Acceptance" means a notice issued by the District Council and/or County Council to the~~

Notice"	<p>Owner and/or Developer in accordance with the Schedules to this Deed confirming that:-</p> <ol style="list-style-type: none"> 1. they choose to accept the payment of the relevant Contribution; and 2. the purposes for which the Contribution are being paid are currently being delivered as part of the Delivery Programme or will be delivered as part of a Delivery Programme within the next 5 years and the Contribution is required to fund those purposes; or 3. the Contribution will be Committed in accordance with the Delivery Programme; and 4. in the event that the Contribution has not been spent or been Committed by the District Council or County Council within 10 years of the payment of the Contribution it will be repaid to the Owner and/or Developer- <p>Provided that in the event that the District Council and/or County Council are unable to provide the confirmations required under points 2 and 3 above then they shall provide a reasoned justification of why they are unable to do so and the Owner and/or Developer (acting reasonably) may choose to waive the requirement to provide such confirmations if the justification provided by the District Council and/or County Council is considered to be reasonable-</p>
"Application"	means the application for planning permission submitted to the District Council for the Development validated on 7 October 2014 and allocated reference number 14/01675/OUT
"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as may be amended from time to time)
"Committed"	means the allocation of any Contribution or part Contribution <u>approval</u> by the District Council or the County Council to a budget (in accordance with the relevant Councils' standard procedures) of the business case for the infrastructure for the purpose associated with <u>the Contribution and which expressly relies on</u> that Contribution and where that budget has been authorised by the relevant committee, Council member or Council officer <u>or part of it</u>
"Contribution"	means any contribution payable in accordance with the Schedules of this Deed
"Construction Contract"	means a let construction contract for the development of the Strategic Highway
"Councils"	means the District Council and the County Council
"County Council Monitoring Fee"	means the sum of £7,500 (seven thousand and five hundred pounds) to be used by the County Council for monitoring of the compliance of the obligations within this Deed
"Delivery Programme"	means a programme setting out a timetable for the delivery of the purposes for which the Contributions are proposed to be paid;
"Development"	<p>means the development of the Site for:-</p> <p>(a) the erection of up to 53,000sqm of floor space to be for B8 and B2 with ancillary B1 (use classes) employment provision within two employment</p>

~~zones covering an area of 9.45ha;~~
~~(b) parking and service areas to serve the employment zones;~~
~~(c) a new access off the Middleton Stoney Road (B4030);~~
~~(d) temporary access of Howes Lane pending the delivery of the realigned Howes Lane;~~
~~(e) 4.5ha of residential land;~~

~~(f) internal roads, paths and cycle ways;~~

~~(g) landscaping including strategic green infrastructure (G1); and~~

"Development"

Erection of up to 53,000 sqm of floor space to be for B1, B2 and B8 (use classes) employment provision within two employment zones covering an area of 9.45ha; parking and service areas to serve the employment zones; a new access off the Middleton Stoney Road (B4030); temporary access of Howes Lane pending the delivery of the realigned Howes Lane; 4.5ha of residential land; internal roads, paths and cycleways; landscaping including strategic green infrastructure (G1); provision of sustainable urban ~~system~~ systems (suds) incorporating landscaped areas with balancing ~~pond ponds~~ and ~~Swales swales~~. Associated utilities and infrastructure

"District Council Monitoring Fee"

means the sum of £1,127.44 (one thousand and one hundred and twenty seven pounds and forty four pence) to be used by the District Council towards the monitoring of the compliance of the obligations within this Deed

"Dwelling"

means a building (including a house flat or maisonette) or such part of a building designed for residential occupation by a single household constructed or to be constructed on the Site as part of the Development and including Affordable Housing

"Employment Development"

Means the erection of up to 53,000sqm of floor space to be for B8 and B2 with ancillary B1 (use classes) employment provision within two employment zones covering an area of 9.45ha as shown on the Parameters Plan.

"Employment Floorspace"

means the B8 and B2 with ancillary B1 floorspace to be constructed as part of the Development

"Expert"

means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties or, failing agreement, to be nominated at the request and option of any of them, at their joining expense, by or on behalf of the President for the time being of the Law Society

"Implementation" means the carrying out of any material operation (as defined in section 56(4) of the Act) forming part of the Development other than (for the purposes of this Deed and for no other purpose)-:

(a) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, or construction of a contractor's compound or

(b) for the purposes of Schedules clause 4.4 and 4.5 and schedules 9, 10, 11, 12, 13, 14, 16, 17 and 18 the construction of a temporary vehicular and pedestrian access (including footway along Howes Lane), permanent highways works (part of the proposed realigned Howes Lane) and pedestrian link to Howes Lane and construction of any services under such temporary or permanent highway

and **"Implement"** and **"Implemented"** shall be construed accordingly

"Index Linked (PUBSEC)" means adjusted according to any increase occurring between the date of this Deed and the date payment is made in the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time for any reason it becomes impracticable to use this index then such alternative index as may be agreed in writing by the Owner, Developer and the County Council and applied to the relevant Contribution up to the date of its payment

"Index Linked (Baxter)" means adjusted according to any increase occurring between the date of this Deed and the date the payment is made in a composite indices of the BCIS Price Adjustment Formulae (Civil Engineering) (1990 Series) made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

(a) Index 1 Labour & Supervision 25%

(b) Index 2 Plant & Road Vehicles 25%

(c) Index 3 Aggregates 30%

(d) Index 9 Coated Macadam & 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 Owner, Developer and the County Council and applied to the relevant Contribution up to the date of its payment

~~(a)Index 1 Labour & Supervision 25%~~

~~(b)Index 2 Plant & Road Vehicles 25%~~

~~(c)Index 3 Aggregates 30%~~

~~(d)Index 9 Coated Macadam & 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 Owner, Developer and the County Council and~~

~~applied to the relevant Contribution up to the date of its payment~~

"Index Linked (CPIX)"	means adjusted according to any increase occurring in the All Items Consumer Prices Index published by the Office of National Statistics from the date of this Deed and to the date the payment is made
"Index Linked (RPIX)"	means adjusted according to any increase occurring in the All Items Consumer Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics from the date of this Deed and the date the payment is made
"Index Linked (BCIS)"	means adjusted according to any increase occurring in the BCIS (all items) Index made available through the Royal Institution of Chartered Surveyors from the date of this Deed and the date the payment is made
"Inspector"	means the Inspector appointed by the Secretary of State to determine the Planning Appeal following the public inquiry in relation to the refusal of the Application by the District Council
"Interest"	means interest at 2% above the base lending rate of Lloyds Bank plc from time to time compounded annually
"North West Bicester Development"	means the development of the site at North West Bicester which has been allocated for a mixed use development including up to 6000 homes pursuant to Policy Bicester 1 of the Cherwell Local Plan 2011-2015 and of which the Site forms part
"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation for the purpose of construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
<u>"Parameters Plan"</u>	<u>means the plan titled Parameters Plan 02 A Land Use with drawing reference 4216_SK_202_A attached to this Deed at Appendix 11</u>
"Phase"	any part of the Development which is depicted as a phase on a Phasing Plan pursuant to the Planning Permission
"Plan 1"	means the plan attached to this Deed at Appendix 1 and marked Plan 1 showing the Site edged red
"Planning Appeal"	means a planning appeal submitted by the Owner under section 78(1) of the Act in respect of the Council's refusal of the Application with reference APP/C3105/W/16/3163551
"Planning Permission"	means the planning permission granted by the Secretary of State pursuant to the Planning Appeal
"Rejection Notice" <u>"Qualifying Application"</u>	means a notice issued by the District Council or County Council to the Owner and/or Developer in accordance with the Schedules to this Deed confirming that they choose not to accept the payment of the relevant Contribution because it is either no longer required or not considered to be in accordance with Regulation 122 and/or 123 of the CIL Regulations <u>means an application for approval of Reserved Matters or any separate application(s) for planning permission for any part (but not the whole) of the Development or any application under section 73 of the Act relating to the Planning Permission or to any permission issued pursuant to a Qualifying Application</u>

<u>"Qualifying Permission"</u>	<u>means a reserved matters approval or planning permission as the case may be issued pursuant to a Qualifying Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the Act</u>
"Reserved Matters"	means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission
<u>"Residential Development"</u>	<u>means the development of up to 150 Dwellings covering an area of up to 4.5 hectares at the site as shown on the Parameters Plan</u>
"Secretary of State"	means the Secretary of State for Communities and Local Government of any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the Act
"Site"	means the land at OS Parcel 4200 adjoining and north east of A4095 and adjoining and south west of Howes Lane, Bicester, Oxfordshire against which this Agreement may be enforced as shown edged red on Plan 1
"Strategic Highway"	means the central spine road and associated roads required to serve the North West Bicester Development as identified in planning application reference number 14/01968/F <u>or as otherwise authorised</u>
"Strategic Road Land Notice"	means a notice issued by the Owner and/or Developer to the County Council stating due to there being no Construction Contract in place for the development of the Strategic Highway they shall not be required to comply with the terms of the relevant schedule
"Working Day(s)"	means any Monday to Friday (other than Bank or public holidays)

2. **INTERPRETATION**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or part of a schedule or recital or appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or part of a schedule or recital in or appendix to 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 more than one person is a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 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 and **"statutory requirement"** will be construed accordingly.

- 2.8 Reference to any party to this Deed shall include the successors in title to that party and to any 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 and any duly appointed employee or agent of the District Council and County Council or such successor.
- 2.9 Save where stated to the contrary, in the event of any conflict between the provisions in the Appendices to this Deed and the provisions of this Deed (including the Schedules) the provisions contained in this Deed (including the Schedules) will prevail.
- 2.10 The headings in this Deed are inserted for convenience only and shall not affect the interpretation or construction of this Deed.

3. **LEGAL BASIS**

- 3.1 This Deed is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 To the extent that the covenants, restrictions and requirements imposed upon the Owner and Developer under this Deed fall within the terms of section 106 of the Act such covenants, restrictions and requirements are planning obligations for the purposes of section 106 of the Act being enforceable (subject to the terms of this Deed) by the District Council and the County Council as local planning authorities against the Owner and the Developer in respect of the Site.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the meaning of section 106 of the Act they are entered into pursuant to the powers of section 111 and 120 Local Government Act 1972 section 1 Localism Act 2011 and all other enabling powers and are enforceable thereunder.

4. **CONDITIONALITY AND OWNER'S AND DEVELOPER'S COVENANTS**

- 4.1 The obligations in the Schedules to this Deed are conditional upon:-
- 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 Implementation save where it is expressly provided [either](#) that compliance is required prior to Implementation [or that a provision comes into force prior to Implementation](#); and
 - 4.1.3 the Inspector in determining the Planning Appeal expressly stating in the Decision Letter that the obligations set out in this Deed are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 provided that where the Inspector determines that the obligations set out in the Deed are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations shall cease and the Owner and Developer shall be released from their obligation to comply with them; and
 - 4.1.4 any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter.
- 4.2 The Owner and the Developer covenant with the District Council as set out in Schedule 1 to Schedule 18 and Schedule 27.
- 4.3 The Owner and Developer covenant with the County Council:-
- 4.3.1 as set out in Schedule 19 to Schedule 27; and
 - 4.3.2 not to begin any material operation (as defined in Section 56 of the Act) in respect of the [Employment](#) Development until they have entered into a routing agreement in the form or substantially in the form of the template document attached to this Agreement as Appendix 10.-

- 4.4 Prior to the Implementation of the Development the Owner and the Developer covenant to pay the District Council Monitoring Fee to the District Council.
- 4.5 Prior to the Implementation of the Development the Owner and the Developer covenant to pay the County Council Monitoring Fee to the County Council.

5. CALCULATION OF CONTRIBUTIONS

5.1 Save in respect of Schedule 25 (Education) where in this Deed a Contribution is expressed as payable on a per Dwelling basis the contributions shall be calculated as follows

5.1.1 where Reserved Matters have been approved for the whole of the Development prior to the date on which the payment or first instalment thereof the contribution shall be calculated based on the total number of Dwellings so approved

5.1.2 where a contribution or instalments thereof falls due for payment prior to the approval of Reserved Matters for the whole of Site it shall be calculated on the basis that the Development shall comprise 150 Dwellings PROVIDED THAT where a second or subsequent instalment falls due after Reserved Matters are approved for the whole site for a lesser number of Dwellings that second or subsequent instalment shall be adjusted to reflect any overpayment made by way of the earlier instalment(s) to ensure that the total contribution payable reflects the number of Dwellings so approved

5.1.1 if following the approval of Reserved Matters for the whole of the Development and/or payment of the relevant contribution a subsequent application for approval of Reserved Matters for the Site or any part of it is granted which has the effect of increasing the total number of Dwellings over and above that used to calculate the contribution the Owner shall make payment of the per Dwelling contribution for the additional Dwellings prior to implementation of the Reserved Matters Approval which authorises the increase

PROVIDED ALWAYS THAT if following the approval of Reserved Matters for the whole of the Development and/or payment of the relevant contribution a subsequent application for approval of Reserved Matters for the Site or any part of it is granted which has the effect of reducing the total number of Dwellings below that used to calculate the contribution the recipient Council shall not be under any obligation to repay any part of the contribution already paid

6. MISCELLANEOUS

6.1 ~~5.1~~ Save where indicated to the contrary no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions).

6.2 ~~5.2~~ This Deed is capable and may be registrable as a local land charge.

6.3 ~~5.3~~ If any provision of this Deed is or becomes invalid, illegal, unenforceable, it shall be deemed deleted. Any deletion of a provision under this Clause shall not affect the validity or enforceability of the rest of this Deed and insofar as reasonably practicable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality.

6.4 ~~5.4~~ This Deed will come to an end if:-

6.4.1 ~~5.4.1~~ the Planning Appeal is dismissed;

6.4.2 ~~5.4.2~~ in determining the Planning Appeal, the Secretary of State or the Inspector expressly states in his decision letter that this Deed:-

- (a) is an immaterial planning consideration; or
- (b) that no weight can be attached to this Deed in determining the Planning Appeal;

- 6.4.3 ~~5.4.3~~the Planning Permission is quashed, revoked or otherwise withdrawn before the Implementation so as to render this Deed or any part of it irrelevant, impractical or unviable; or
- 6.4.4 ~~5.4.4~~the Planning Permission expires before the Implementation without having been Implemented.
- 6.5 ~~5.5~~No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs except to the extent that they have caused or contributed to that breach but they will remain liable for any breaches of this Deed before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purpose of this Clause.
- 6.6 ~~5.6~~This Deed shall not be enforceable against:-
- 6.6.1 ~~5.6.1~~with the expectation of the provisions within Schedule 12 which shall apply to all Affordable Housing Units any person who purchases or is the lessee or tenant of an individual Dwelling or their mortgagees or any person deriving title from such a person;
- 6.6.2 ~~5.6.2~~any utility companies or statutory undertakers who acquires an interest in the Site for the purpose of providing services to the Site save that any provisions relating to works at the Site and provisions as to use shall be enforceable in respect of its interest in the relevant part of the Site;
- 6.6.3 ~~5.6.3~~the District Council or the County Council or successor in title or assignee of either of them in so far as it holds an interest in any part of the Site as a result of the operation of this Deed but without prejudice to any liability of the District Council or as applicable the County Council to comply with any obligation expressly given in this Deed or under any other agreement or assurance by the District Council or as applicable the County Council;
- 6.6.4 ~~5.6.4~~any owner of any part of the Site after he has disposed of his interest in the Site provided that this will not relieve any owner of liability for any breach in respect of the part of the Site in which that owner had an interest arising prior to the date of passing with such interest;
- ~~5.6.5 — with the expectation of the provisions within Schedule 12 which shall apply to all Affordable Housing Units any Registered Provider;~~
- 6.6.5 ~~5.6.6~~anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.
- 6.7 ~~5.7~~Nothing 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 or Reserved Matters granted (whether or not on appeal) after the date of this Deed.

7. **6.DISPUTE RESOLUTION**

- 7.1 ~~6.1~~If a dispute between the parties persist beyond 10 Working Days and relates to any matter contained in this Deed (but excluding any matter of law) the Owner and/or Developer may submit to the District Council and County Council notice stating that they intend to refer the dispute to an Expert and allow it a maximum of 20 Working Days to consider the same and give written notice to the Owner and/or Developer as to whether it is content for the dispute to be referred to an Expert.
- 7.2 ~~6.2~~If the District Council and County Council (as relevant) issues written notice stating that it is content for the dispute to be referred to an Expert pursuant to clause ~~6.1 above or no written notice is issued within the period specified in paragraph 6.1~~ 7.1 above then the Owner and/or Developer shall refer the dispute to an expert on the following terms:

7.2.1 ~~6.2.1~~ each party will bear its own costs and the Expert's costs will be paid as determined by her;

7.2.2 ~~6.2.2~~ the Expert will be appointed subject to an express requirement that he must reach his decision and communicate it to the parties within the minimum practical timescales allowing for the nature and complexity of the dispute, and in any event not more than 20 Working Days from the date of his appointment to act;

7.2.3 ~~6.2.3~~ the Expert's decision will be given in writing with reasons and in the absence of manifest error will be binding on the parties;

7.2.4 ~~6.2.4~~ the Expert will be required to give notice to each of the parties, inviting each of them to submit to him if they so wish within 10 Working Days written submissions and supporting material and will afford to the parties an opportunity to make counter submissions if they so wish within a further 5 Working Days in respect of any such submission and supporting material.

7.3 ~~6.3~~ In the event that the District Council or County Council (as relevant) issues written notice within the period specified in clause ~~6.4~~ 7.1 above which states it does not wish the dispute to be referred to an Expert or no written notice is issued by the District Council or County Council then the dispute shall not be referred to an Expert and other dispute resolution may be pursued by the Owner and Developer.

8. ~~7.~~ WAIVER

No waiver (whether expressed or implied) 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 from acting upon any subsequent breach or default.

9. ~~8.~~ 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.

10. ~~9.~~ CHANGE OF OWNERSHIP

The Owner undertakes to the District Council and the County Council to give the District Council and the County Council written notice as soon as possible of any change in ownership of any of its interests in the Site 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.

11. ~~10.~~ NOTIFICATION

11.1 ~~10.1~~ The Owner covenants and undertakes to the District Council and separately the County Council to notify the District Council and separately the County Council in writing as soon as possible after the occurrence of each of the following events and to specify in the notification the date on which it occurred:-

11.1.1 ~~10.1.1~~ the proposed date of Implementation of the Development; ~~and~~

11.1.2 the date of Implementation of the Development

11.1.3 ~~10.1.2~~ ~~the~~ the proposed date of Occupation of the first Dwelling;

11.1.4 the date of Occupation of the first Dwelling

11.1.5 the proposed date of Occupation of 50% of the Market Dwellings

- 11.1.6 the actual date of Occupation of 50% of the Market Dwellings
- 11.1.7 the proposed and actual date of commencement of construction of the first Dwelling to be constructed
- 11.1.8 the proposed and actual date of Occupation of the 20th Dwelling to be Occupied
- 11.1.9 the proposed and actual date of Occupation of the 50th Dwelling to be Occupied
- 11.1.10 the proposed and actual date of Occupation of the 100th Dwelling to be Occupied
- 11.1.11 the proposed and actual date of Occupation of the final Dwelling to be Occupied
- 11.2 The Owners shall within 21 days of each Return Date make a return to the District Council and the County Council of the number and type of Dwellings (by reference to Bedroom numbers) on the Development which have been Occupied at that Return Date and their addresses/plot numbers together with a plan showing plot numbers and each notification shall identify the Dwellings and type of Dwellings Occupied during the preceding quarter and also include an estimate of the number of first Occupations that will occur for the year from the relevant Return Date and in event that the District Council or the County Council considers that the Owner may have failed to give notification of an event taking place in accordance with clause 10.1 or if the Owner fails to make a Return within 21 Working Days of any Return Date or makes a Return which is incomplete:-
- 11.2.1 the District and/or the County Council may investigate whether the event has taken place and/or as applicable the number and type/size of Dwellings first Occupied for the purpose of ascertaining whether or not any of the obligations or restrictions in this Agreement has become operative and the Owners will pay to the relevant Council the sum of £500 in respect of the costs of each such investigation; and
- 11.2.2 the due date for any payment due at or before a trigger point will be such date as the District Council and/or the County Council reasonably selects; and
- and for the avoidance of doubt the provisions of this clause 10.2 shall be without prejudice to any other right or remedy of the Councils

12. ~~11.~~**INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

13. ~~12.~~**VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any Value Added Tax properly payable and the Owner and the 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 a valid Value Added Tax invoice addressed to the Owner and the Developer.

14. ~~13.~~**NOTICE**

14.1 ~~13.1~~ Any notice or notification to be given under this Deed shall be sent:-

14.1.1 ~~13.1.1~~ to the District Council to the Head of Development Management of the District Council (Application Reference 17/00455/HYBRID14/01675/OUT/ Appeal Reference: APP/C3105/W/16/3163551) at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall from time to time direct; and

- 14.1.2 ~~13.1.2~~ to the County Council to The Director for Planning and Place of the County Council 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; and
- 14.1.3 ~~13.1.3~~ to the Owner and to the Developer to c/o Albion Land Limited, Holdenby House, Holdenby, Northampton NN6 8DJ or to such other address as the Owner or the Developer shall direct from time to time.
- 14.2 ~~13.2~~ 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:-
- 14.2.1 ~~13.2.1~~ if delivered by hand, at the time of delivery;
- 14.2.2 ~~13.2.2~~ if sent by post, on the second Working Day after posting;
- 14.2.3 ~~13.2.3~~ if sent by recorded delivery, at the time delivery was signed for; and
- 14.2.4 ~~13.2.4~~ if a notice, demand or any other communication is served after 4.00pm 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.
- 14.3 ~~13.3~~ For the avoidance of doubt, where proceedings have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

15. ~~14.~~ **JURISDICTION**

This Deed is governed by and shall be interpreted in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim.

16. ~~15.~~ **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.

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

SCHEDULE 1

HEALTH CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Health Contribution and shall have the following meanings throughout this Deed:-

~~"First Health Contribution Notice" means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the first 50% instalment of the Health Contribution in accordance with this Schedule~~

"Health Contribution" means the sum of £259.46 (two hundred and fifty nine pounds and forty six pence) ~~(Indexed Linked (BCIS))~~ per Dwelling (the total sum being no more than a maximum of £38,918.67 (thirty eight thousand and nine hundred and eighteen pounds and sixty seven pence)) ~~to be used by the District Council to provide a local GP surgery on the North West Bicester Development to serve the needs of the population that arises as part of the Development (Indexed Linked (BCIS)) payable in two equal instalments which is paid subject to the Health Contribution Condition~~

~~Second Health Contribution Notice Condition" means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the final 50% instalment of the Health Contribution in accordance with this Schedule~~ means the payment of the Health Contribution is made on the basis that it will be used by the District Council or its nominee to provide a local GP surgery on the North West Bicester Development to serve the needs of the population that arises as part of the Development and that the District Council shall repay or procure the repayment by its nominee of any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

2. HEALTH CONTRIBUTION

The Owner and Developer undertake to the District Council as follows:-

- 2.1 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Health Contribution has been paid to the District Council and it shall pay the first instalment of the Health Contribution to the Council prior to the Occupation of any more than 49 Dwellings
- 2.2 Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the second and final instalment of the Health Contribution has been paid to the District Council and it shall pay the second and final instalment of the Health Contribution to the Council prior to the Occupation of any more than 99 Dwellings

~~2.1 Not to Occupy the 50th Dwelling until the First Health Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Health Contribution.~~

~~2.2 In the event that the District Council issues an Acceptance Notice relating to the first 50% instalment of Health Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50% instalment of Health Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~

~~2.3 In the event that the District Council issues a Rejection Notice relating to the first 50% instalment of the Health Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Health Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of Health Contribution.~~

~~2.4 Not to Occupy the 100th Dwelling until the Second Health Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Health Contribution.~~

~~2.5 In the event that the District Council issues an Acceptance Notice relating to the final 50% instalment of the Health Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the final 50% instalment of the Health Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~

~~2.6 In the event that the District Council issues a Rejection Notice relating to the final 50% instalment of the Health Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Health Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Health Contribution.~~

~~3. WAIVER~~

~~3.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of the Health Contribution and/or the final 50% instalment of the Health Contribution prior to the payment of the relevant instalment of the Health Contribution and pay the Health Contribution in accordance with or in advance of the restrictions set out above.~~

SCHEDULE 2

POLICE CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Police Contribution and shall have the following meanings throughout this Deed:—

~~"First Police Contribution Notice" means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the first 50% instalment of the Police Contribution in accordance with this Schedule~~

~~"Police Contribution" means the sum of £151.29 (one hundred and fifty one pounds and twenty nine pence) (Index Linked (CPIX)) per Dwelling (the total sum being no more than a maximum of £22,693.96 (twenty two thousand and six hundred and ninety three pounds and ninety six pence)) to be used by the District Council towards the increase in capital costs of providing neighbourhood policing required as a result of the Development (Index Linked (CPIX)) payable in two equal instalments which is paid subject to the Police Contribution Condition~~

~~Second "Police Contribution Notice Condition" means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the final 50% instalment of the Police Contribution in accordance with this Schedule means the payment of the Police Contribution is made on the basis that it will be used by the District Council or its nominee towards the increase in capital costs of providing neighbourhood policing required as a result of the Development and that the District Council shall repay or procure that its nominee shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued~~

2. POLICE CONTRIBUTION

The Owner and Developer undertake to the District Council as follows:

- 2.1 ~~Not to Occupy the 50th Dwelling until the First Police Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Police Contribution.~~
- 2.2 ~~In the event that the District Council issues an Acceptance Notice relating to the first 50% instalment of the Police Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50% instalment of the Police Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~

~~2.3 In the event that the District Council issues a Rejection Notice relating to the first 50% instalment of the Police Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Police Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment Police Contribution.~~

~~2.4 Not to Occupy the 100th Dwelling until the Second Police Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to final 50% instalment of the Police Contribution.~~

~~2.5 In the event that the District Council issues an Acceptance Notice relating to the final 50% instalment of the Police Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Police Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~

~~2.6 In the event that the District Council issues a Rejection Notice relating to the final 50% instalment of the Police Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Police Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final 50% instalment Police Contribution.~~

~~3. WAIVER~~

~~3.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of the Police Contribution and/or the final 50% instalment of the Police Contribution prior to the payment of the relevant instalment of the Police Contribution and pay the Police Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 3~~

~~2.1 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Police Contribution has been paid to the District Council and it shall pay the first instalment of the Police Contribution to the Council prior to the Occupation any more than 49 Dwellings.~~

~~2.2 Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the second and final instalment of the Police Contribution has been paid to the District Council and it shall pay the second and final instalment of the Police Contribution to the Council prior to the Occupation of any more than 99 Dwellings.~~

SCHEDULE 3

COMMUNITY DEVELOPMENT CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Community Development and shall have the following meanings throughout this Deed:-

"Community Development" means the community building and sports pavilion to be constructed by the District Council on the North West Bicester Development south of the railway line which shall be used by the residents of the Development

"Community Development Build Contribution" means the sum of £775.12 (seven hundred and seventy five pounds and twelve pence) per Dwelling (the total sum being no more than a maximum of £116,267.91 (one hundred and sixteen thousand and two hundred and sixty seven pounds and ninety one pence)) (Indexed Linked (BCIS)) ~~to be used by the District Council to construct and fit out~~ payable in two equal instalments which is paid subject to the Community Development Build Contribution Condition

~~**"First Community Development Build Contribution Notice"** means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the first 50% instalment of the Community Development Build Contribution in accordance with this Schedule~~

~~**"Second Community Development Build Contribution Notice Condition"** means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the final 50% instalment~~ the payment of the Community Development Build Contribution in accordance with this Schedule is made on the basis that it will be used by the District Council to construct and fit out the Community Development and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

The Owner and Developer undertake to the District Council as follows:-

2. **COMMUNITY DEVELOPMENT CONTRIBUTION**

~~2.1 Not to Occupy the 50th Dwelling until the First Community Development Build Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Community Build Development Contribution.~~

2.1 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Community Development Build Contribution has been paid to the District Council and it shall pay the first instalment of the Community Development Building Contribution to the Council prior to the Occupation of any more than 49 Dwellings

2.2 ~~In the event that the District Council issues an Acceptance Notice relating to the first 50% instalment of the Community Development Build Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50%. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the second and final~~ instalment of the Community Development Build Contribution has been paid to the District Council ~~prior to the Occupation of the 50th Dwelling and it shall pay the second and final instalment of the Community Development Build Contribution~~ to the Council prior to the Occupation of any more than 99 Dwellings

SCHEDULE 4

- ~~2.3 In the event that the District Council issues a Rejection Notice relating to the first 50% instalment of the Community Development Build Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Community Development Build Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Community Development Build Contribution.~~
- ~~2.4 Not to Occupy the 100th Dwelling until the Second Community Development Build Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Community Build Development Contribution.~~
- ~~2.5 In the event that the District Council issues an Acceptance Notice relating to the final 50% instalment of the Community Development Build Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Community Build Development Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~
- ~~2.6 In the event that the District Council issues a Rejection Notice relating to the final 50% instalment of the Community Development Build Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Community Development Build Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final instalment of the Community Development Build Contribution.~~

~~3. WAIVER~~

~~The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of 3.1 the Community Development Build Contribution and/or the final 50% instalment of the Community Development Build Contribution prior to the payment of the relevant instalment of the Community Development Build Contribution and pay the Community Development Build Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 4~~

COMMUNITY DEVELOPMENT CONTRIBUTIONS

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Community Development Fund Contribution and Community Workers Contribution and shall have the following meanings throughout this Deed: [=](#)

"Community Development Fund Contribution"	means the sum of £45.28 (forty five pounds and twenty eight pence) per Dwelling (the total sum being no more than a maximum of £6,792.64 (six thousand seven hundred and ninety two pounds and sixty four pence)) (Index Linked (CPIX)) to be used by the District Council towards <u>which is paid subject to the Community Development WorkFund Contribution Condition</u>
"Community Development Fund Contribution NoticeCondition"	means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the payment of the Community Development Fund Contribution in accordance with this Schedule <u>is made on the basis that it will be used by the District Council towards Community Development Work and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued.</u>
"Community Development Work"	means initiatives which may include (but shall not be limited to) support for groups for residents of the Development such as pregnant mothers, new parents, parents of pre-school children, after school and holiday provision for school age children, evening provision for young people, senior citizens and other grounds with specific characteristics such as ethnicity and health requirements
"Community Development Workers"	means workers to be employed by the District Council or its nominee for the period of 24 years from the first Occupation of the Development to carry out the Community Development Work
"Community Workers Contribution"	means the sum of £347.46 (three hundred and forty seven pounds and forty six pence) per Dwelling (the total sum being no more than a maximum of £52,118.38 (fifty two thousand and one hundred and eighteen pounds and thirty eight pence)) (Index Linked (CPIX)) to be used by the District Council to towards the funding of <u>which is paid subject to the Community Development Workers Contribution Condition</u>
"Community Workers Contribution NoticeCondition"	means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the Community Workers Contribution in accordance with this Schedule <u>means the payment of the Community Workers Contribution is made on the basis that it will be used by the District Council towards Community Development Workers and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued</u>

The Owner and Developer undertake to the District Council as follows:-

2. **COMMUNITY DEVELOPMENT FUND CONTRIBUTION**

~~2.1 Not to Occupy cause permit or suffer the Occupation of~~ the first Dwelling until the Community Development Fund Contribution Notice has been submitted paid to the District Council and it ~~has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to~~ shall pay the Community Development Fund Contribution ~~to the Council prior to the Occupation of the first Dwelling.~~

~~2.2 In the event that the District Council issues an Acceptance Notice relating to the Community Development Fund Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the Community Development Fund Contribution to the District Council prior to the Occupation of the first Dwelling.~~

~~2.3 In the event that the District Council issues a Rejection Notice relating to the Community Development Fund Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the Community Development Fund Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the Community Development Fund Contribution.~~

3. **COMMUNITY DEVELOPMENT WORKERS CONTRIBUTION**

3.1.1

~~3.1 In the event that the Owner and/or Developer pays the Community Development Fund Contribution in accordance with paragraph 2.2 above then the following obligations will apply:-~~

~~Not to Occupy Not to cause permit or suffer the Occupation of the first Dwelling until the Community Development Workers Contribution Notice has been submitted paid to the District Council and it ~~has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Community Development Workers Contribution.~~ shall pay the Community Development Workers Contribution to the Council prior to the Occupation of the first Dwelling.~~

~~3.1.2 In the event that the District Council issues an Acceptance Notice relating to the Community Development Workers Contribution pursuant to paragraph 3.1.1 above the Owner and/or Developer shall pay the Community Development Workers Contribution to the District Council prior to the Occupation of the first Dwelling.~~

~~3.1.3 In the event that the District Council issues a Rejection Notice relating to the Community Development Workers Contribution within the period specified in paragraph 3.1.1 above or no Acceptance Notice or Rejection Notice relating to the Community Development Workers Contribution is issued within the period specified in paragraph 3.1.1 above then the Owner and Developer shall not be required to pay the Community Development Workers Contribution.~~

4. **WAIVER**

~~4.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the Community Development Fund Contribution and/or the Community Development Workers Contribution prior to the payment of the Community Development Fund Contribution and/or the Community Development Workers Contribution and pay the Community Development Fund Contribution and/or Community Workers Contribution in accordance with or in advance of the restrictions set out above.~~

SCHEDULE 5

SPORTS CENTRE CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Sports Centre Contribution and shall have the following meanings throughout this Deed:–

"First Sports Centre Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner is willing to pay the first 50% instalment of the Sports Centre Contribution in accordance with this Schedule
"Second Sports Centre Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner is willing to pay the final 50% instalment of the Sports Centre Contribution in accordance with this Schedule
"Sports Centre Contribution"	means the sum of £498.47 (four hundred and ninety eight pounds and forty seven pence) per Dwelling (the total sum being no more than a maximum of £74,770.72 (seventy four thousand and seven hundred and seventy pounds and seventy two pence)) (Index Linked (BCIS)) <u>to which is to be paid in two instalments and subject to be used by the District Council towards the expansion of Bicester Leisure Centre the Sports Centre Contribution Condition</u>
<u>"Sports Centre Contribution Condition"</u>	<u>means the payment of the Sports Centre Contribution is made on the basis that it will be used by the District Council towards the expansion of Bicester Leisure Centre Phase 1 and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued</u>

2. **SPORTS CENTRE CONTRIBUTION**

The Owner and Developer undertake to the District Council as follows:~~2.1 Not to Occupy the 50th Dwelling until the First Sports Centre Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% –~~

- 2.1 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Sports Centre Contribution has been paid instalment of the Sports Centre Contribution to the District Council and it shall pay the first instalment of the Sports Centre Contribution to the Council prior to the Occupation of any more than 49 Dwellings
- 2.2 ~~In the event that the District Council issues an Acceptance Notice relating to the first 50% Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the second and final instalment of the Sports Centre Contribution pursuant to paragraph 2.1 above the Owner and/or Developer has been paid to the District Council and it shall pay the first 50% second and final~~

instalment of the Sports Centre Contribution to the ~~District~~ Council prior to the Occupation of ~~the~~
~~50th Dwelling~~any more than 99 Dwellings

SCHEDULE 6

~~2.3 In the event that the District Council issues a Rejection Notice relating to the Sports Centre Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the Sports Centre Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Sports Centre Contribution.~~

~~2.4 Not to Occupy the 100th Dwelling until the Second Sports Centre Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Sports Centre Contribution.~~

~~2.5 In the event that the District Council issues an Acceptance Notice relating to the final 50% instalment of the Sports Centre Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Sports Centre Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~

~~2.6 In the event that the District Council issues a Rejection Notice relating to the final 50% instalment of the Sports Centre Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Sports Centre Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Sports Centre Contribution.~~

~~3. WAIVER~~

~~The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of 3.1 the Sports Centre Contribution and/or the final 50% instalment of the Sports Centre Contribution prior to the payment of the relevant instalment of the Sports Centre Contribution and pay the Sports Centre Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 6~~

SPORTS PITCHES CONTRIBUTIONS

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Sports Pitches Contribution and shall have the following meanings throughout this Deed:—

"First Sports Pitches Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the first 50% instalment of the Sports Pitches Contribution in accordance with this Schedule
"Second Sports Pitches Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the final 50% instalment of the Sports Pitches Contribution in accordance with this Schedule

"Sports Pitches"	means the permanent sports pitches to serve the Development which shall be located on the North West Bicester Development 13.9 hectares to the south of the railway and 1.4 hectares to the north of the railway for use by residents of the Development
"Sports Pitches Contribution"	means the sum of £227.68 (two hundred and twenty seven pounds and sixty eight pence) per Dwelling (the total sum being no more than a maximum of £34,151.82 (thirty four thousand and one hundred and fifty one pounds and eighty two pence)) (Index Linked (CPIX)) to be used by the District Council towards the provision of which is to be paid in two instalments subject to the Sports Pitches Contribution Condition
<u>"Sports Pitches Contribution Condition"</u>	means the payment of the Sports Pitches Contribution is made on the basis that it will be used by the District Council towards the provision of the Sports Pitches in the vicinity of the Development and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued.
"Sports Pitches Maintenance Contribution"	means the sum of £250.35 (two hundred and fifty pounds and thirty five pence) per Dwelling (the total sum being no more than a maximum of £37,551.76 (thirty seven thousand pounds and five hundred and fifty one pounds and seventy six pence)) (Index Linked (CPIX)) to be used by the District Council towards the future maintenance of which is to be paid subject to the Sports Pitches Contribution Condition
"Sports Pitches Maintenance Contribution Notice Condition"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the Sports Pitches Contribution in accordance with this Schedule means the payment of the Sports Pitches Maintenance Contribution is made on the basis that it will be used by the District Council towards the future maintenance of the Sports Pitches in the vicinity of the Development and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

2. SPORTS PITCHES CONTRIBUTION

The Owner and Developer undertake to the District Council as follows:

- ~~2.1 Not to Occupy the 50th Dwelling until the First Sports Pitches Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Sports Pitches Contribution.~~
- ~~2.2 In the event that the District Council issues an Acceptance Notice relating to the first 50% instalment of the Sports Pitches Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50% instalment of the Sports Pitches Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~
- ~~2.3 In the event that the District Council issues a Rejection Notice relating to the first 50% instalment of the Sports Pitches Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Sports Pitches Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Sports Pitches Contribution.~~

~~2.4 Not to Occupy the 100th Dwelling until the Second Sports Pitches Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Sports Pitches Contribution.~~

~~2.5 In the event that the District Council issues an Acceptance Notice relating to the final 50% instalment of the Sports Pitches Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Sports Pitches Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~

~~2.6 In the event that the District Council issues a Rejection Notice relating to the final 50% instalment of the Sports Pitches Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Sports Pitches Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Sports Pitches Contribution.~~

2.1 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Sports Pitches Contribution has been paid to the District Council and it shall pay the first instalment of the Sports Centre Contribution to the Council prior to the Occupation of any more than 49 Dwellings

2.2 Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the second and final instalment of the Sports Pitches Contribution has been paid to the District Council and it shall pay the second and final instalment of the Sports Pitches Contribution to the Council prior to the Occupation of any more than 99 Dwellings

3. SPORTS PITCHES MAINTENANCE CONTRIBUTION

3.1 In the event that the Owner and/or Developer pays part ~~of or~~ all of the Sports Pitches Contribution in accordance with paragraphs 2.1 and 2.2 ~~and 2.5~~ above then the following obligations will apply:

3.2 ~~3.1.1 Not to Occupy the 100th Dwelling~~ cause permit or suffer the Occupation of any more than 99 Dwellings until the Sports Pitches Maintenance Contribution Notice has been ~~submitted~~ paid to the District Council and it ~~has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to~~ shall pay the Sports Pitches Maintenance Contribution. ~~to the Council prior to the Occupation of any more than 99 Dwellings~~

SCHEDULE 7

~~3.1.2 — In the event that the District Council issues an Acceptance Notice relating to the Sports Pitches Maintenance Contribution pursuant to paragraph 3.1.1 above the Owner and/or Developer shall pay the Sports Pitches Maintenance Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~

~~3.1.3 — In the event that the District Council issues a Rejection Notice relating to the Sports Pitches Maintenance Contribution within the period specified in paragraph 3.1.1 above or no Acceptance Notice or Rejection Notice relating to the Sports Pitches Maintenance Contribution is issued within the period specified in paragraph 3.1.1 above then the Owner and Developer shall not be required to pay the Sports Pitches Maintenance Contribution.~~

~~4. WAIVER~~

~~4.1 — The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of the Sports Pitches Contribution and/or the final 50% instalment of the Sports Pitches Contribution and/or the Sports Maintenance Contribution prior to the payment of the relevant instalment of the Sports Pitches Contribution and/or the Sports Maintenance Contribution and pay the Sports Pitches Contribution and/or Sports Maintenance Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 7~~

BURIAL GROUND CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Burial Ground Contribution and shall have the following meanings throughout this Deed:

"Burial Ground Contribution" means the sum of £10.05 (ten pounds and five pence) per Dwelling (the total sum being no more than a maximum of £1,507.75 (one thousand and five hundred and seven pounds and seventy five pence)) (Index Linked (CPIX)) to be used by the District Council ~~towards the provision of a burial ground in the North West Bicester Development to serve the Development~~which is subject to the Burial Ground Contribution Condition

First "Burial Ground Contribution Notice Condition" ~~means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the first 50% instalment of the Burial Ground Contribution in accordance with this Schedule~~means the payment of the Burial Ground Contribution is made on the basis that it will be used by the District Council towards the provision of a burial ground in the North West Bicester Development to serve the Development and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

~~"Second Burial~~ means a notice issued by the Owner or Developer to the District Council

~~Ground Contribution Notice" stating that the Owner or Developer is willing to pay the final 50% instalment of the Burial Ground Contribution in accordance with this Schedule~~

2. **BURIAL GROUND CONTRIBUTION**

The Owner and Developer undertake to the District Council as follows:

- 2.1 Not to ~~Occupy the 50th Dwelling cause permit or suffer the Occupation of any more than 49 Dwellings~~ until the ~~First~~ Burial Ground Contribution ~~Notice~~ has been ~~submitted~~ paid to the District Council and it ~~has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of~~ shall pay the Burial Ground Contribution: to the Council prior to the Occupation of any more than 49 Dwellings

SCHEDULE 8

- ~~2.2 — In the event that the District Council issues an Acceptance Notice relating to the first 50% instalment of the Burial Ground Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50% instalment of the Burial Ground Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~
- ~~2.3 — In the event that the District Council issues a Rejection Notice relating to the first 50% instalment of the Burial Ground Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Burial Ground Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Burial Ground Contribution.~~
- ~~2.4 — Not to Occupy the 100th Dwelling until the Second Burial Ground Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Burial Ground Contribution.~~
- ~~2.5 — In the event that the District Council issues an Acceptance Notice relating to the final 50% instalment of the Burial Ground Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Burial Ground Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~
- ~~2.6 — In the event that the District Council issues a Rejection Notice relating to the final 50% instalment of the Burial Ground Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Burial Ground Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Burial Ground Contribution.~~
- ~~3. — **WAIVER**~~
- ~~3.1 — The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of Burial Ground Contribution and/or the final 50% instalment of the Burial Ground Contribution prior to the payment of the relevant instalment of the Burial Ground Contribution and pay the Burial Ground Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 8~~

WASTE COLLECTION CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Waste Collection Contribution and shall have the following meanings throughout this Deed:

"Waste Contribution" **Collection** means the sum of £109.84 (one hundred and nine pounds and eighty four pence) per Dwelling (the total sum being no more than a maximum of £16,476 (sixteen thousand and four hundred and seventy six pounds)) (Index Linked (CPIX)) to be used by the District Council ~~towards the provision of a refuse and recycling containers for each Dwelling~~which is subject to the Waste Collection Contribution Condition

"Waste Collection Contribution NoticeCondition" ~~means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the Waste Collection Contribution for the number of Dwellings being constructed in that Phase in accordance with this Schedule~~means the payment of the Waste Collection Contribution is made on the basis that it will be used by the District Council towards the provision of a refuse and recycling containers for each Dwelling and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

2. WASTE COLLECTION CONTRIBUTION

The Owner and Developer undertake to the District Council as follows:

- ~~2.1 Not to Occupy the first Dwelling in the relevant Phase until the Waste Collection Contribution Notice from that Phase has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Waste Collection Contribution for that Phase.~~
- ~~2.2 In the event that the District Council issues an Acceptance Notice relating to the Waste Collection Contribution for that Phase pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the Waste Collection Contribution for that Phase to the District Council prior to the Occupation of the first Dwelling in the relevant Phase.~~
- ~~2.3 In the event that the District Council issues a Rejection Notice relating to the Waste Collection Contribution for that Phase within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the Waste Collection Contribution for that Phase is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the Waste Collection Contribution for that Phase.~~

3. WAIVER

- ~~3.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the Waste Collection Contribution prior to the payment of the Waste Collection Contribution and pay the Waste Collection Contribution in accordance with or in advance of the restrictions set out above.~~

SCHEDULE 9

- 2.1 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the Waste Collection Contribution has been paid to the District Council and it shall pay the Waste Collection Contribution to the Council prior to the Occupation of any more than 49 Dwellings

SCHEDULE 9

BIODIVERSITY OFF-SET CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Biodiversity Contribution and shall have the following meanings throughout this Deed:

<u>"Employment Biodiversity Contribution"</u>	<u>means the sum of £17,994 (seventeen thousand and nine hundred and ninety four pounds) (Index Linked (CPIX)) to be used by the District Council which is subject to the Employment Biodiversity Contribution Condition</u>
<u>"Employment Biodiversity Contribution Condition"</u>	means the sum of £17,994 (seventeen thousand and nine hundred and ninety four pounds) (Index Linked (CPIX)) to <u>means the payment of the Employment Biodiversity Contribution is made on the basis that it will be used by the District Council towards a biodiversity off setting scheme for local landowners or for the purchase and management of land in the vicinity of the Development for the benefit of farmland birds displaced by the Development and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued</u>
"Employment Residential Biodiversity Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner is willing to pay the Employment Biodiversity Contribution in accordance with this Schedule <u>means the sum of £8,944.46 (eight thousand and nine hundred and forty four pounds and forty six pence) (Index Linked (CPIX)) to be used by the District Council which is subject to the Residential Biodiversity Contribution Condition</u>
<u>"Residential Biodiversity Contribution Condition"</u>	means the sum of £8,944.46 (eight thousand and nine hundred and forty four pounds and forty six pence) (Index Linked (CPIX)) to <u>means the payment of the Residential Biodiversity Contribution is made on the basis that it will be used by the District Council towards a biodiversity off setting scheme for local landowners or for the purchase and management of land in the vicinity of the Development for the benefit of farmland birds displaced by the Development and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued</u>
"Residential Biodiversity Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner is willing to pay the Residential Biodiversity Contribution in accordance with this Schedule

The Owner and Developer undertake to the District Council as follows:

2. **RESIDENTIAL BIODIVERSITY CONTRIBUTION**

- 2.1 Not to ~~Implement~~ cause permit of suffer the Implementation of the Residential Development until the Residential Biodiversity Contribution Notice has been ~~submitted~~ paid to the District Council and

~~it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Residential Biodiversity Contribution.~~ shall pay the Residential Biodiversity Contribution to the District Council prior to the Implementation of the Residential Development.

~~2.2 In the event that the District Council issues an Acceptance Notice relating to the Residential Biodiversity Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the Residential Biodiversity Contribution to the District Council prior to the Implementation of the Residential Development.~~

~~2.3 In the event that the District Council issues a Rejection Notice relating to the Residential Biodiversity Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the Residential Biodiversity Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the Residential Biodiversity Contribution.~~

3. **EMPLOYMENT BIODIVERSITY CONTRIBUTION**

3.1 Not to ~~Implement~~ cause permit of suffer the Implementation of the Employment Development until the Employment Biodiversity Contribution Notice has been ~~submitted~~ paid to the District Council and it ~~has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Employment Biodiversity Contribution.~~ shall pay the Employment Biodiversity Contribution to the District Council prior to the Implementation of the Employment Development.

~~3.2 In the event that the District Council issues an Acceptance Notice relating to the Employment Biodiversity Contribution pursuant to paragraph 3.1 above the Owner and/or Developer shall pay the Employment Biodiversity Contribution to the District Council prior to the Implementation of the Employment Development.~~

~~3.3 In the event that the District Council issues a Rejection Notice relating to the Employment Biodiversity Contribution within the period specified in paragraph 3.1 above or no Acceptance Notice or Rejection Notice relating to the Employment Biodiversity Contribution is issued within the period specified in paragraph 3.1 above then the Owner and Developer shall not be required to pay the Employment Biodiversity Contribution.~~

4. **WAIVER**

~~4.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the Residential Biodiversity Contribution and/or Employment Biodiversity Contribution prior to the payment of the Residential Biodiversity Contribution and/or Employment Biodiversity Contribution and pay the Residential Biodiversity Contribution and/or Employment Biodiversity Contribution in accordance with or in advance of the restrictions set out above.~~

SCHEDULE 10

TRAINING AND EMPLOYMENT PLAN

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Training and Employment Plan and shall have the following meanings throughout this Deed:

"Training and Employment Plan" means a plan for the training and employment opportunities arising as a result of the Development and shall include as a minimum:

- (a) the arrangements by which the Owner and/or Developer will use reasonable endeavours to provide an appropriate number of construction and related trades ~~apprenticeship~~ apprenticeships during the construction of the Development in accordance with starting with a target of seven ~~apprenticeship during the construction of the Development in accordance with~~ apprenticeships in respect of the Residential Development and five apprenticeships in the case of the Employment Development:
 - (i) the apprenticeships may be delivered through the Apprenticeship & Training Company Ltd (an Oxfordshire based Skills and Funding Agency accredited Apprenticeship Training Agency) or an other equivalent approach
 - (ii) 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, Northamptonshire)
- (b) how the Owner and/or Developer and its appointed contractor will work directly with local employment/training agencies including Job Centre Plus and Bicester Job Club to identify employment opportunities relating to the construction of the Development and skills and training to assist local people residing in Bicester and within five miles thereof to access job opportunities
- (c) how the Owner and/or Developer will deliver local supply chain events to promote opportunities for companies local to Bicester and how such opportunities

shall be advertised

- (d) how the Owner and/or Developer will promote and market home working at the Development
- (e) details of how the Training and Employment Plan will be monitored include details of the report that shall be submitted to the District Council on not less than an annual basis to demonstrate the progress towards achieving the targets set out in the Training and Employment Plan

2. TRAINING AND EMPLOYMENT PLAN

The Owner and Developer undertake to the District Council as follows:

- 2.1 ~~Not to Implement the~~ Subject to paragraph 2.3 below not to cause permit of suffer the Implementation of the Residential Development until ~~the a~~ Training and Employment Plan has been submitted to the District Council ~~and they have allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the plan or make comments or proposed amendments to the Owner and/or Developer.~~ in respect of the Residential Development and it has either been approved or deemed approved by the District Council; and
- 2.2 Subject to paragraph 2.3 below not to cause permit of suffer the Implementation the Employment Development until a Training and Employment Plan has been submitted to the District Council in respect of the Employment Development and it has either been approved or deemed approved by the District Council
- 2.3 The approval or deemed approval of the Training and Employment Plan shall be in accordance with the following process:
 - 2.3.1 The Training and Employment Plan in respect of the Employment Development and the Residential Development (as the case may be) shall be submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.
 - 2.3.2 In the event that the District Council does not respond within the period set out in paragraph 2.3.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Training and Employment Plan is deemed approved.
 - 2.3.3 ~~2.2~~ In the event that the District Council approves the Training and Employment Plan or it is deemed approved pursuant to paragraph 2.1 above to carry out the Development in accordance with the approved Training and Employment Plan. ~~2.3.2 above then the Owner and the Developer shall implement and carry out the requirements of the Training and Employment Plan during the lifetime of the Employment Development and the Residential Development (as the case may be) and notify the District Council that it is implementing the Training and Employment Plan.~~
 - 2.3.4 In the event that the Council does not approve the submitted Training and Employment Plan and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Training and Employment Plan for its approval allowing a minimum of 28 days for the Council to approve the same.
 - 2.3.5 In the event that the Council does not respond within the period set out in paragraph 2.3.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Training and Employment Plan is deemed approved

2.3.6 The Owner and Developer shall repeat the process in paragraph 2.3.4 and 2.3.5 above until such time as the Council approves the form of the Training and Employment Plan or it is deemed approved.

2.3.7 The Owner and Developer or the District Council may at any time refer the Training and Employment Plan pursuant to the Dispute Resolution provisions at clause 7.

SCHEDULE 11

~~2.3 In the event that the District Council issues a response within the period specified in paragraph 2.1 above which is not an approval to make any reasonable and proper amendments to the Training and Employment Plan to reflect any comments or proposed amendments from the District Council and thereafter carry out the Development in accordance with the revised Training and Employment Plan.~~

~~2.4 In the event that the District Council does not issue a response within the period specified in paragraph 2.1 above to carry out the Development in accordance with the Training and Employment Plan submitted to the District Council pursuant to paragraph 2.1 above.~~

~~SCHEDULE 11~~

CULTURAL WELLBEING STATEMENT OR PUBLIC ART CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Cultural Wellbeing Statement and public art contributions and shall have the following meanings throughout this Deed:

"Cultural Wellbeing Statement"

means a statement of cultural wellbeing for the Employment Development or the Residential Development (as the case may be) which shall cover the ~~whole~~ Employment Development or the Residential Development and detail the Owner and/or Developer's proposals for the cultural enrichment of the Development and will be in conformity with the North West Bicester Cultural Wellbeing Strategy comprising Appendix V of the North West Bicester SPD and include as a minimum:

- (a) the strategic approach (that will inform the content of applications for Reserved Matters) to ensure cultural distinctive elements are integrated into the form and function of the Development to achieve high quality distinctive design of buildings, townscape, landscape (but not confined to these)
- (b) the strategic approach (that will inform the content of applications for Reserved Matters) to promote community engagement through cultural events
- (c) demonstrate the involvement of a public artist in drawing up and implementing the proposals
- (d) a programme to indicate how and when the detailed proposals will be implemented through each relevant Reserved Matters

"Employment Public Art Contribution"

means the sum of £75,646.74 (seventy five thousand and six hundred and forty six pounds and seventy four pence) Index Linked (CPIX) to be used by the District Council which is subject to the Employment Public Art Contribution Condition

"Employment Public Art Contribution Condition" means the sum of £75,646.74 (seventy five thousand and six hundred and forty six pounds and seventy four pence) to means the payment of the Employment Public Art Contribution is made on the basis that it will be used by the District Council towards the provision of public art in the vicinity of the Employment Development to be agreed between the Owner and/or Developer and District Council within the Development and its future management and maintenance and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Employment Residential Public Art Contribution Notice" means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the Residential Public Art Contribution in accordance with this Schedule subject to the Employment Public Art Contribution being spent by the District Council on one of the schemes proposed by the Owner and/or Developer (acting reasonably) in the notice means the sum of £27,667.54 (twenty seven thousand and six hundred and sixty seven pounds and fifty four pence) Index Linked (CPIX) to be used by the District Council subject to the Residential Public Art Contribution Condition

"Residential Public Art Contribution Condition" means the sum of £27,667.54 (twenty seven thousand and six hundred and sixty seven pounds and fifty four pence) to means the payment of the Residential Public Art Contribution is made on the basis that it will be used by the District Council towards the provision of public art in the vicinity of the Residential Development to be agreed between the Owner and/or Developer and District Council within the Development and its future management and maintenance and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Residential Public Art Contribution Notice" means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the Residential Public Art Contribution in accordance with this Schedule subject to the Residential Public Art Contribution being spent by the District Council on one of the schemes proposed by the Owner and/or Developer (acting reasonably) in the notice

The Owner and Developer undertake to the District Council as follows:

1. **OBLIGATION**

1.1 To either comply with:

1.1.1 the Cultural Wellbeing Statement obligations in paragraphs 2.1 to ~~2.4~~ 2.2 of this Schedule; or

1.1.2 the Residential Public Art Contribution and ~~Commercial~~ Employment Public Art Contribution obligations in paragraphs 3.1 to ~~3.6~~ 3.2 this Schedule.

1.2 To notify the District Council prior to Implementation whether it is either complying with the Cultural Wellbeing Statement obligations or the Residential Public Art Contribution and Employment Public Art Contribution obligations.

2. **CULTURAL WELLBEING STATEMENT**

2.1 Subject to paragraph 1.1 above and 2.2. below not to ~~Implement the cause permit of suffer the Implementation of the Employment~~ Development or the Residential Development (as the case may be) until the Cultural Wellbeing Statement has been submitted to the District Council and ~~it has allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses~~

~~to do so to either approve the statement or make comments or propose amendments to the Owner and/or Developer, to thereafter comply with the terms of the Cultural and Wellbeing Statement.~~

2.2 The approval or deemed approval of the Cultural Wellbeing Statement shall be in accordance with the following process:

2.2.1 The Cultural Wellbeing Statement in respect of the Employment Development and the Residential Development (as the case may be) shall be submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.

2.2.2 In the event that the District Council does not respond within the period set out in paragraph 2.2.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Cultural Wellbeing Statement is deemed approved.

2.2.3 ~~2.2~~ In the event that the District Council approves the Cultural Wellbeing Statement or it is deemed approved pursuant to paragraph ~~2.1-2.2.2~~ above ~~to then the Owner and the Developer shall implement and carry out the Development in accordance with the approved requirements of the~~ Cultural Wellbeing Statement, during the lifetime of the Employment Development and the Residential Development (as the case may be) and notify the District Council that it is implementing the Cultural Wellbeing Statement.

2.2.4 In the event that the Council does not approve the submitted Cultural Wellbeing Statement and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Cultural Wellbeing Statement for its approval allowing a minimum of 28 days for the Council to approve the same.

2.2.5 In the event that the Council does not respond within the period set out in paragraph 2.2.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Cultural Wellbeing Statement is deemed approved.

2.2.6 The Owner and Developer shall repeat the process in paragraph 2.2.4 and 2.2.5 above until such time as the Council approves the form of the Cultural Wellbeing Statement or it is deemed approved.

2.2.7 The Owner and Developer or the District Council may at any time refer the Cultural Wellbeing Statement pursuant to the Dispute Resolution provisions at clause 7.

~~2.3 In the event that the District Council issues a response within the period specified in paragraph 2.1 above which is not an approval to make any reasonable and proper amendments to the Cultural Wellbeing Statement to reflect any comments or proposed amendments from the District Council and thereafter carry out the Development in accordance with the revised Cultural Wellbeing Statement.~~

~~2.4 In the event that the District Council does not issue a response within the period specified in paragraph 2.1 above to carry out the Development in accordance with the Cultural Wellbeing Statement submitted pursuant to paragraph 2.1 above.~~

3. PUBLIC ART CONTRIBUTIONS

~~3.1 Subject to paragraph 1.1 above not to Implement the Residential Development until the Residential Public Art Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Residential Public Art Contribution.~~

3.1 ~~3.2~~In the event that the District Council issues an Acceptance Notice relating to Subject to paragraph 1.1 above not to cause permit of suffer the Implementation of the Residential Development until the Residential Public Art Contribution pursuant to paragraph 3.1 above the Owner and/or Developer has been paid to the District Council and it shall pay the Residential Public Art Contribution to the District Council prior to the Implementation of the Residential Development.

~~3.3~~ In the event that the District Council issues a Rejection Notice relating to the Residential Public Art Contribution within the period specified in paragraph 3.1 above or no Acceptance Notice or Rejection Notice relating to the Residential Public Art Contribution is issued within the period specified in paragraph 3.1 above then the Owner and Developer shall not be required to pay the Residential Public Art Contribution.

~~3.4~~ Subject to paragraph 1.1 above not to Implement the Employment Development until the Employment Public Art Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Employment Public Art Contribution.

~~3.5~~ In the event that the District Council issues an Acceptance Notice relating to the Employment Public Art Contribution pursuant to paragraph 3.4 above the Owner and/or Developer shall pay the Employment Public Art Contribution to the District Council prior to the Implementation of Employment Development.

~~3.6~~ In the event that the District Council issues a Rejection Notice relating to the Employment Public Art Contribution within the period specified in paragraph 3.4 above or no Acceptance Notice or Rejection Notice relating to the Employment Public Art Contribution is issued within the period specified in paragraph 3.4 above then the Owner and Developer shall not be required to pay the Employment Public Art Contribution.

~~4. WAIVER~~

~~4.1~~The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the Residential Public Art Contribution and/or Employment Public Art Contribution prior to the payment of the relevant the Residential Public Art Contribution and/or Employment Public Art Contribution and pay the Residential Public Art Contribution and/or Employment Public Art Contribution in accordance with or in advance of the restrictions set out above.

3.2 Subject to paragraph 1.1 above not to cause permit of suffer the Implementation of the Employment Development until the Employment Public Art Contribution has been paid to the District Council and it shall pay the Employment Public Art Contribution to the District Council prior to the Implementation of the Employment Development.

SCHEDULE 12

AFFORDABLE HOUSING

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Affordable Housing obligations and shall have the following meanings throughout this Deed:

"Affordable Housing" subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

"Affordable Housing Contribution" means the financial contribution that may be payable in lieu of an Affordable Housing Dwelling as part of the Development in accordance with the provisions of paragraphs 5.2.5 and 5.2.6 of this Schedule and which shall be calculated as the open market value of the relevant Dwelling less the price reasonably payable by a willing Registered Provider for the tenure proposed in the Affordable Housing Scheme such value to be determined by an independent valuation carried out by an expert at the expense of the Owner and the Developer where such expert shall be nominated by the District Council should it choose to do so

"Affordable Housing Dwellings" Affordable Housing units comprised in the Development comprising 30% (thirty per cent) Shared Ownership Housing and 70% (seventy per cent) Affordable Rented Housing or such alternative tenure to be agreed with the District Council in writing ~~that~~ which may include Starter Homes (subject to the coming into effect of the Starter Home Regulations) provided that the total number of Affordable Housing Dwellings shall comprise 30% (thirty per cent) of the total number of Dwellings on the Development to be constructed in accordance with the Framework Affordable Housing Scheme and Affordable Housing Phase Scheme (as applicable)

"Affordable Housing Land" the part or parts of the Site or any building or buildings on the Site upon or within which there will be provided Affordable Housing Dwellings in accordance with the Framework Affordable Housing Scheme and Affordable Housing Phase Scheme (as applicable)

"Affordable Housing Mix"

means the mix of tenure and dwelling types in the following form:-

- (a) Affordable Rented Housing
 - (i) 1 bedroom 2 person Maisonette/Flat = 36%
 - (ii) 2 bedroom 4 person house = 38%
 - (iii) 3 bedroom 5 person house = 17%
 - (iv) 4 bedroom 6 person house = 3%
 - (v) 2 bedroom 3 person Bungalow = 6%
- (b) Shared Ownership Housing
 - (i) 1 bedroom 2 person Maisonette = 15%
 - (ii) 2 bedroom 4 person house = 54%
 - (iii) 3 bedroom 5 person house = 12%

or such other tenure and dwelling mix as may be agreed in writing with the District Council from time to time

"Affordable Housing Phase Scheme"

means a scheme submitted to the District Council for each Phase pursuant to this Schedule which shall include:

- (a) plans and details identifying such parcels of land in such locations as are capable of being developed to provide the Affordable Housing Dwellings in that Phase in accordance with this Deed and in particular with the requirements set out in the definitions contained in this Schedule
- (b) a scheme for the provision and completion of the Affordable Housing Dwellings in that Phase
- (c) details of the precise mix of tenure and house types and sizes of the Affordable Housing Dwellings in that Phase which shall be substantially in accordance with the Affordable Housing Mix
- (d) details of which the Affordable Housing Dwellings in that Phase will meet Building Regulations part M4(3) (Wheelchair Standards)

"Affordable Housing Standards"	<p>means the design criteria with which the Affordable Housing Dwellings shall comply, namely:-</p> <ul style="list-style-type: none"> (a) be constructed to HCA Design and Quality Standards ("D&QS") (b) Carbon Neutral as defined in 'eco-towns – A supplement to Planning Policy Statement 1' (c) Design Council CABE Building for Life – 12 Greens (d) Building Regulations Part M4(2) (e) wheelchair adapted bungalows shall be designed to the Building Regulations Part M4(3) designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings (f) shall be located in clusters of no more than 15 Affordable Housing Dwellings (unless otherwise agreed in writing with the District Council), with no more than 10 units of Affordable Rented Housing in any one cluster
"Affordable Rented Housing"	<p>means rented housing provided by a Registered Provider to households who are eligible for social rented housing and which is not subject to the national rent regime but in line with the District Council's tenancy strategy, the rents will be no more than 80% of local market rent (including service charge) or the relevant Local Housing Allowance rate in force at the time the property is advertised for letting (whichever is lower)</p>
"Allocations Scheme"	<p>the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when allocating accommodation in accordance with the requirements of section 167 of the Housing Act 1996 (and any amendment, re-enactment or successor provision)</p>
"Chargee"	<p>any mortgagee or harge <u>chargee</u> of a Registered Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the loan agreement or Law of Property Act 1925</p>
"Framework Affordable Housing Scheme"	<p>means a scheme submitted to the District Council pursuant to this Schedule that identifies all of the Phases forming part of the Development and demonstrates the amount of Affordable Housing Dwellings in each Phase in accordance with the tenure split set out in the definition of Affordable Housing Dwellings and the Affordable Housing Mix</p>
"HCA"	<p>means the Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008 and any successor or successors for the time being and any similar future authority carrying on substantially the same grant making functions</p>
"Help to Buy Agent"	<p>that organisation which is appointed by the HCA to assess eligibility for and market low cost home ownership products</p>
"Infrastructure"	<p>means in relation to the Affordable Housing Land:-</p>

- (a) roads and footpaths to serve the Affordable Housing Land
- (b) temporary services for contractors and a haul road for the use of contractors
- (c) adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Land
- (d) pipes sewers and channels sufficient to serve the Affordable Housing Land
- (e) spur connections to agreed inverts from the Owner's foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Land and the following services:-
 - (i) a standard fire hydrant supply and fire hydrants in the public highway
 - (ii) a water supply connection from the mains (size and termination)
 - (iii) an electricity supply
 - (iv) a gas supply (should it be required for the Affordable Housing Dwellings)
 - (v) a telephone spur (terminating in a junction box)
 - (vi) if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a connection to the Affordable Housing Land
 - (vii) landscaping on the Affordable Housing Land in accordance with the relevant Open Space Scheme

"Intermediate Units"

means the Affordable Housing ~~Units~~ Dwellings to be provided at a cost above social rent but below their value as Market Dwellings for sale or for rent which meet the criteria set out in the National Planning Policy Framework including shared equity (shared ownership and equity loans) ~~and Starter Homes (subject to the coming into effect of the Starter Home Regulations)~~ or other low cost homes for sale (but no low cost market housing) and intermediate rent and also other approved affordable home ownership products as may be agreed with the Council or the Registered Provider which shall include Shared Ownership Housing or such other units and tenures as shall be otherwise approved in writing by the District Council which otherwise meet the criteria of this definition

"Market Dwellings"

that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

"Mortgage Land"

the Affordable Housing Land or any part of it which is mortgaged or charged to the Chargee

"Nominations Agreement"	an agreement which shall be entered into between the District Council and the Registered Provider in relation to the Affordable Housing Dwellings and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings
"Price Cap"	means two hundred and fifty thousand pounds (£250,000) or such other amount as the Secretary of State may prescribe in the Starter Home Regulations
"Qualifying Persons"	those persons who are assessed by the District Council under its current Allocations Scheme and are nominated to an Affordable Housing Dwelling in accordance with the Allocations Scheme and the Nominations Agreement
"Registered Provider"	means a private provider of Affordable Housing which is designated in the register maintained by the HCA or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is EITHER on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and has been approved in writing by the District Council
"Starter Home"	means a new dwelling to be made available for purchase either as a freehold or leasehold interest to a first time buyer under the age of 40 for a discount of at least 20% below the open market value of the property and to be sold for less than the Price Cap and which (unless such terms shall prevent or inhibit the obtaining of mortgage finance on usual commercial terms) are sold on terms which prevent the use, occupation and future sale and disposal of such dwelling only in accordance with the Starter Home Regulations and "Starter Homes" shall be construed accordingly
"Shared Ownership Housing"	means an Intermediate <u>Housing Unit</u> where the lessee enters into a lease and purchases a percentage of the equity up to 100% of the equity (subject to the initial equity share of a shared ownership lease being restricted to between 25% and 75% equity share), the lessee pays a rent to the Registered Provider in respect of the remaining equity share in the property, the documentation for which will follow the HCA model lease with the rent payable calculated at no more than 2.75% of the value of the unsold equity in the Dwelling. The lessee has the option to Staircase so as to increase their equity share in the Affordable Housing Dwelling up to 100% and acquire the freehold or long leasehold interest (as appropriate-)
"Starter Home Purchaser"	means a purchaser of a Starter Home who meets the criteria for purchasing a Starter Home as set out in the Starter Home Regulations or national planning guidance issued from time to time in relation to Starter Homes

"Starter Home Regulations" means the Regulations (if any) which are made by the Secretary of State pursuant to the Housing and Planning Act 2016 in relation to the provision of Starter Homes

The Owner and Developer undertake to the District Council as follows:

2. **FRAMEWORK AFFORDABLE HOUSING SCHEME**

- 2.1 Not to ~~implement the~~ cause suffer or permit Implementation of the Residential Development until the Framework Affordable Housing Scheme has been submitted to the District Council and they have allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the scheme or make comments or propose amendments to the Owner and/or Developer.
- 2.2 In the event that the District Council approves the Framework Affordable Housing Scheme pursuant to paragraph 2.1 above to carry out the Development in accordance with the approved Framework Affordable Housing Scheme.
- 2.3 In the event that the District Council issues a response within the period specified in paragraph 2.1 above which is not an approval to make any reasonable and proper amendments to the Framework Affordable Housing Scheme to reflect any comments or proposed amendments from the District Council and thereafter carry out the Development in accordance with the revised Framework Affordable Housing Scheme.
- 2.4 In the event that the District Council does not issue a response within the period specified in paragraph 2.1 above to carry out the Development in accordance with the Framework Affordable Housing Scheme submitted in accordance with paragraph 2.1 above.

3. **AFFORDABLE HOUSING PHASE SCHEME**

- 3.1 Not to Implement each Phase of the Residential Development until the Affordable Housing Phase Scheme for the relevant Phase has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the scheme or make comments or propose amendments to the Owner and/or Developer.
- 3.2 In the event that the District Council approves the Affordable Housing Phase Scheme for the relevant Phase pursuant to paragraph 3.1 above to carry out that Phase in accordance with the approved Affordable Housing Phase Scheme.
- 3.3 In the event that the District Council issues a response within the period specified in paragraph 3.1 above which is not an approval to make any reasonable and proper amendments to the Affordable Housing Phase Scheme for the relevant Phase to reflect any comments or proposed amendments from the District Council and thereafter carry out that Phase in accordance with the revised Affordable Housing Phase Scheme.
- 3.4 In the event that the District Council does not issue a response within the period specified in paragraph 3.1 above to carry out the relevant Phase in accordance with the Affordable Housing Phase Scheme submitted in accordance with paragraph 3.1 above.

4. **OCCUPATION OF MARKET HOUSING**

- 4.1 Subject to paragraph 5 below, not to Occupy or cause or permit the Occupation of more than thirty per cent (30%) of the Market Dwellings in any Phase until each area comprising the Affordable Housing Land in that Phase (excluding any Affordable Housing Land on which Starter Homes will be provided) has been offered to a Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession on completion and capable of being fully

serviced and properly connected to the public highway and a Registered Provider has exchanged a binding contract for the purchase of the Affordable Housing Land in that Phase.

- 4.2 Subject to paragraph 5 below, not to Occupy or cause or permit the Occupation of more than forty per cent (40%) of the Market Dwellings in any Phase until the Infrastructure to serve each parcel of the Affordable Housing Land and the Affordable Housing Dwellings in that Phase has been provided at no cost to or other contribution by the Registered Provider (other than the price agreed for the sale of the Affordable Housing Land) or Starter Home Purchaser.
- 4.3 Subject to paragraph 5 below, not to Occupy or cause or permit the Occupation of more than seventy five per cent (75%) of the Market Dwellings in any Phase unless and until the Owner has constructed the Affordable Housing Dwellings in that Phase and made the same ready for Occupation as aforesaid in accordance with the Affordable Housing Standards and the Affordable Housing Phase Scheme and the Affordable Housing Land in that Phase (excluding any Affordable Housing Land on which Starter Homes will be provided) has been offered to and transferred to a Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession and capable of being fully serviced and properly connected to the public highway.

5. TRANSFER OF AFFORDABLE HOUSING UNITS

5.1 In the event the Owner and/or Developer has:

- 5.1.1 not been able to identify a Registered Provider or in respect of Starter Homes a Starter Home Purchaser who is ready willing and able to exchange unconditional contracts on commercially acceptable terms to the Owner and/or Developer (acting reasonably) for the purchase of the Affordable Housing Units; or
- 5.1.2 identified a Registered Provider or a Starter Home Purchaser who is ready willing and able to exchange unconditional contracts for the purchase of the Affordable Housing Units but such Affordable Housing Provider or Starter Home Purchaser withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Registered Provider or the Starter Home Purchaser)

then the provisions in paragraph 5.2 below shall apply.

5.2 ~~in~~ In either case of 5.1.1 or 5.1.2 above within six (6) months of the date of the practical completion of the relevant Affordable Housing ~~Unit(s)~~ Dwelling(s) and subject to the Owner and/or Developer providing ~~evidence notice~~ including evidence and reasons as to why the transfer to the Registered Provider or Starter Home Purchaser has been unable to move forward ~~they shall be entitled to sell the relevant Affordable Housing Dwellings as a Market Dwellings then the following shall apply:~~

5.2.1 The District Council may within the period of three months from receipt of notice above identify a Registered Provider and seek to negotiate a contract for the sale and purchase of the remaining Affordable Housing Dwellings for that Phase of the Development on terms acceptable to the Owner and the Developer (acting reasonably) and if such terms are agreed the Owner and the Developer and the identified Registered Provider shall within the following period of 28 days use reasonable endeavours to conclude a legally binding contract for the sale and purchase of the relevant Affordable Housing Dwellings for that Phase of the Residential Development with the nominated Registered Provider.

5.2.2 If:-

- (a) at the end of the initial period of three months referred to in paragraph 5.2.1 above the District Council has been unable to agree acceptable terms with the nominated Registered Provider for the sale and purchase of the relevant Affordable Housing Dwellings for that particular Phase of the Development; or

(b) following the further period of 28 days legally binding contracts have not been exchanged for the sale and purchase of the relevant Affordable Housing Dwellings for that particular Phase of the Development the following provisions shall apply.

5.2.3 If at the conclusion of the procedure set out in preceding paragraphs above all or any of the Affordable Housing Dwellings for that particular Phase of the Development are not the subject of a legally binding contract for sale and purchase with a Registered Provider the Owner and the Developer shall be permitted to provide the Affordable Housing Dwellings for that particular Phase of the Development for disposal as Open Market Housing and will pay the Affordable Housing Contribution to the Council prior to the Occupation of the relevant Market Housing for that particular Phase of the Development in lieu of provision of the relevant Dwellings as Affordable Housing Dwellings.

5.2.4 Following payment of the Affordable Housing Contribution for that particular Phase of the Development the obligation on the Owner and Developer to retain the relevant Dwellings as Affordable Housing Dwellings for that particular Phase of the Development shall cease.

6. AFFORDABLE HOUSING LAND COVENANTS

6.1 Subject to paragraph 5, not to use or cause or permit the use of the Affordable Housing Land or any part thereof or the Affordable Housing Dwellings erected thereon for any purpose other than for the provision of Affordable Housing in accordance with this Deed.

6.2 Subject to paragraph 5, not to without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Land or any part thereof or the Affordable Housing Dwellings erected thereon except to a Registered Provider or a Starter Home Purchaser provided that consent shall not be required for any mortgage or charge of the freehold or leasehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings within either the Affordable Rented Housing or the Shared Ownership Housing.

6.3 To provide the Affordable Housing Dwellings in accordance with the Affordable Housing Mix or such tenure or dwelling mix as may be agreed in writing with the District Council from time to time.

7. CHARGE

7.1 For the avoidance of doubt paragraphs 6.1, 6.2 and 6.3 of this Schedule are binding on a Chargee PROVIDED THAT paragraphs 6.1, 6.2 and 6.3 will not be binding on a *bona fide* purchaser for value from the Chargee exercising its power of sale (other than a purchaser which is a Registered Provider) or their successors in title of such purchasers or persons deriving title there from provided that the provisions of paragraph 7.2 below have been complied with.

7.2 It is hereby agreed and declared that the proviso contained in paragraph 7 will only apply where the Chargee exercising its power of sale:-

7.2.1 has first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and

7.2.2 has used reasonable endeavours over a period of three months from receipt of notification pursuant to paragraph 7.2.1 above to dispose of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Agreement to a Registered Provider or the District Council PROVIDED ALWAYS that nothing herein shall require the Chargee to dispose of the Mortgage Land at a price which is less than the greater of the open market value of the Mortgage Land (subject to the restrictions contained within this Schedule) or all sums due under the terms of the Chargee's mortgage or charge together with costs and interest AND FURTHER PROVIDED THAT in any event if upon the expiry of three months from the date of receipt by the District

Council of the notice in paragraph 7.2.1 above and provided the steps in this paragraph have been completed and no transfer of the Mortgage Land to either the District Council or a Registered Provider has completed within the said period of three months then upon expiry of the said three months the Chargee shall be able to sell the Mortgage Land free from the restrictions in paragraph 6.1, 6.2 and 6.3 above with the effect that they shall cease to bind the Mortgage Land.

7.3 the provisions of paragraphs 6.1, 7.2.1 and 6.2 will not be binding on:-

7.3.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or any successor in title thereto, and

7.3.2 any purchaser in respect of any dwelling constructed on the Affordable Housing Land demised or to be demised by way of shared ownership lease once "staircasing out" has been effected whereby the leaseholder acquires 100% equity share in the Dwelling.

8. **ALLOCATION OF DWELLINGS**

8.1 The Owner and Developer will not Allocate or cause or permit to be Allocated any of the Affordable Housing Dwellings other than as follows:-

8.1.1 the Affordable Housing Dwellings shall only be Allocated to Qualifying Persons in accordance with the Allocations Scheme and in accordance with the terms of the Nominations Agreement;

8.1.2 the Shared Ownership Housing shall be marketed through the Help to Buy Agent or such other appointed body for the region and only those deemed eligible under the Help to Buy Agent's criteria shall be considered for the Shared Ownership Housing; or

8.1.3 as agreed in writing by the District Council.

8.2 For the avoidance of doubt, if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Homes and Communities Agency pursuant to section 44 of the Housing Act 1996 (or any statutory provision amending or replacing the same) then the provisions of this Deed shall continue in respect of such other Registered Provider.

SCHEDULE 13

AFFORDABLE HOUSING VIABILITY REVIEW

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Affordable Housing Viability Review obligations and shall have the following meanings throughout this Deed:

"Deferred Affordable Housing"	means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment
"Deferred Affordable Housing Units"	means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Dwellings to be provided pursuant to Schedule 12 of this Deed up to a maximum of [X] Dwellings (in addition to the [X] secured by Schedule 12) in accordance with the Deferred Affordable Housing Scheme
"Deferred Affordable Housing Payment"	means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of [X] Affordable Housing Dwellings secured through Schedule 12 of this Agreement up to a cap of fifty per cent (50%) of the Dwellings comprised within the Development to be agreed in writing with the District Council or determined by the Specialist
"Deferred Affordable Housing Payment Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the Deferred Affordable Housing Payment in accordance with this Schedule
"Deferred Affordable Housing Scheme"	means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Application, which:- (a) is submitted by the Owner or Developer with any Viability Review and is either:- (i) agreed in writing with the District Council or (ii) determined by the Specialist
"Memorandum"	means a memorandum made in accordance with paragraph 9 of this Schedule
"Relevant Report"	means a detailed report setting out and evidencing the Owner's and Developer's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing or a Deferred Affordable Housing Payment or

~~why~~ a Revised Affordable Housing Scheme is required

"Revised Affordable Housing Scheme" means a revised Affordable Housing Scheme which for the avoidance of doubt may propose less Affordable Housing ~~Units~~ Dwellings than those required to be provided in accordance with Schedule 12 but which shall where possible seek to maintain the 30% threshold of Affordable Housing Dwellings by changing the tenure or type of Affordable Housing Dwellings

"Specialist" means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with this Schedule

"Viability Review" means a review to be provided by the Owner and Developer assessing the ability of the Development to viably deliver some or all of the Deferred Affordable Housing or a requirement for a Revised Affordable Housing Scheme based upon a review of relevant income assumptions undertaken where such review will take place using an 'open book' economic viability assessment and it will use the Council's residual value based appraisal model to the extent this is still applicable at the time

2. VIABILITY REVIEW

2.1 Three months prior to the Implementation of the Residential Development the Owner and/or Developer ~~shall undertake~~ may submit a Viability Review ~~and submit the same~~ to the District Council which shall be accompanied by: the Relevant Report and a Revised Affordable Housing Scheme (together the "Accompanying Documents").

~~2.2 either:-~~

~~the Relevant Report; or~~

~~2.2.1 a Revised Affordable Housing Scheme; or~~

~~2.2.2 a Deferred Affordable Housing Payment proposal; or~~

~~2.2.3 a Deferred Affordable Housing Scheme~~

~~(together the "Accompanying Documents").~~

3. VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION

3.1 The Owner and/or the Developer shall allow the District Council a minimum of 28 Working Days to consider the Viability Review and Accompanying Documents and if it chooses to do so to either:

3.1.1 confirm in writing to the Owner or Developer that it has received a valid Viability Review and the necessary Accompanying Documents ("Validation Date"); or

3.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability.

3.2 In the event that the District Council does not issue a response within the period stated at paragraph 3.1 above ~~then~~ or the District Council requires more time to consider whether it has received a valid Viability Review then the Owner and Developer shall provide a minimum of a further 14 days notice to the District Council to respond following which period if there is still no response the Viability Review shall be deemed to be valid.

4. **REVIEW OF VIABILITY REVIEW AND ~~DEFERRED~~ REVISED AFFORDABLE HOUSING SCHEME**

4.1 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed with the District Council in writing), the Owner and/or Developer and the District Council (or its surveyor) may review and seek to agree:-

4.1.1 the Viability Review, and

4.1.2 if relevant, the Revised Affordable Housing Scheme ~~or the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment;~~ and

~~4.1.3 may give effect to any such agreement in a Memorandum.~~

4.2 Within 3 (three) calendar months of the Validation Date, the District Council shall may if it chooses to do so confirm in writing that either:-

4.2.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or

~~4.2.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Owner and/or Developer and the District Council and confirms that no Deferred Affordable Housing or Deferred Affordable Housing Payment is triggered; or~~

4.2.2 ~~4.2.3~~ it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Owner and/or Developer and the District Council, and the Revised Affordable Housing Scheme ~~or Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (if relevant)~~ is agreed ~~by way of a completed Memorandum~~ ("**Acceptance Notice**").

4.3 The Owner and the Developer shall pay to the District Council its reasonable and proper costs in assessing the Viability Review and the Revised Affordable Housing Scheme within 20 working days of receipt of a written request for payment.

4.4 ~~4.3~~ Subject to paragraph 5 below in the event that the District Council does not issue a response within the period specified in paragraph 4.2 above then the Viability Review and the Revised Affordable Housing Scheme ~~or Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (if relevant)~~ shall be deemed to be accepted.

5. **REFERRAL TO THE SPECIALIST**

5.1 In the event that pursuant to paragraph 4 above, the Owner and/or Developer and the District Council have not agreed the Viability Review and/or the Revised Affordable Housing Scheme ~~and/or the Deferred Affordable Housing and/or the Deferred Affordable Housing Payment~~ either party shall be entitled to refer the matter to the Specialist for determination within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed in writing with the District Council and the Owner) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

5.2 Unless otherwise agreed in writing with the District Council and the Owner and/or Developer or required by the Specialist each may if they choose to do so within a further period of 28 Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the Revised Affordable Housing Scheme ~~and/or Deferred Affordable Housing and/or Deferred Affordable Housing Payment which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing could be provided on Site as Deferred Affordable Housing Units or whether a Deferred Affordable Housing Payment could be paid (if relevant)~~ ("**Representations Period**").

5.3 In addition to the matters specified in paragraph 5.2, in making his determination the Specialist shall have regard to:-

- 5.3.1 all relevant material submitted to him by the District Council and the Owner and/or Developer;
 - 5.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
 - 5.3.3 the provisions of this Deed and this Schedule.
- 5.4 Unless otherwise agreed by the District Council and the Owner and/or Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the ~~Deferred Affordable Housing requirement is triggered that his or her decision shall include a Revised Affordable Housing Scheme or Deferred Affordable Housing Scheme or calculation of the Deferred Affordable Housing Payment~~ should apply subject to any amendments that he or she shall impose (the "**Decision**") ~~which then~~ the Owner and/or Developer shall thereafter ~~incorporate in a completed Memorandum in accordance with paragraph 9 below~~ Implement the Residential Development in accordance with the Revised Affordable Housing Scheme provided that if the Specialist determines that the Revised Affordable Housing Scheme shall not apply then the Owner and the Developer must carry out the Residential Development in accordance with the provisions of Schedule 12.

~~6. ON SITE DEFERRED AFFORDABLE HOUSING UNITS OR REVISED AFFORDABLE HOUSING SCHEME~~

~~6.1 The Owner and/or Developer undertake to provide any Deferred Affordable Housing Units or Revised Affordable Housing Scheme as may be required and agreed between the parties (or determined by the Specialist) on the Site as part of the Development in accordance with:-~~

~~6.1.1 the Deferred Affordable Housing Scheme or Revised Affordable Housing Scheme; and~~

~~6.1.2 the obligations and covenants on the part of the Owner and/or Developer in relation to Affordable Housing Units in Schedule 12 which shall apply mutatis mutandis to the Deferred Affordable Housing Units or Revised Affordable Housing Scheme.~~

~~7. DEFERRED AFFORDABLE HOUSING PAYMENT~~

~~7.1 If the Specialist determines or the Owner, Developer and District Council agree that the Development can viably support Deferred Affordable Housing but the Deferred Affordable Housing cannot be provided within the Development and the Owner or Developer has previously submitted to the District Council or the Specialist (as the case may be) a detailed report evidencing the reasons why it would not be practicable to provide the Deferred Affordable Housing Units within the Development:-~~

~~7.1.1 Not to Occupy the first Dwelling until the Deferred Affordable Housing Notice has been submitted to the District Council and it has allowed the District Council a minimum of 20 Working Days to consider the same and give written notice to the Owner as to whether or not it chooses to accept payment of the Deferred Affordable Housing Contribution.~~

~~7.1.2 In the event that the District Council issues written notice stating it chooses to accept the Deferred Affordable Housing Contribution pursuant to paragraph 7.1.1 above the Owner shall pay the Affordable Housing Contribution to the District Council prior to the Occupation of the first Dwelling.~~

~~7.1.3 In the event that the District Council issues written notice within the period specified in paragraph 7.1.1 above which states it does not wish to accept the Health Contribution or no written notice is issued within the period specified in paragraph 7.1.1 above then the Owner shall not be required to pay the Deferred Affordable Housing Contribution.~~

~~6.~~ **8. EXPIRY OF VIABILITY REVIEW AND ~~DEFERRED~~ REVISED AFFORDABLE SCHEME**

~~6.1~~ **8.1** Any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months:-

- 6.1.1 ~~8.1.1~~ from the date of its preparation; or
 - 6.1.2 ~~8.1.2~~ if the District Council or its surveyor requested further information resulting in its revision from the Validation Date; and
 - 6.1.3 ~~8.1.3~~ where the Owner and the Developer have not Commenced the Development.
- 6.2 ~~8.2~~ If a Viability Review expires without the District Council and the Owner and/or Developer having agreed or the Specialist having determined the issue of the ~~Deferred~~ Revised Affordable Housing Scheme, then the Owner and Developer shall within 1 (one) calendar month of the Expiry Date submit to the District Council (or the Specialist as the case may be) an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Owner or Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing.

~~9.~~ **MEMORANDUM**

- ~~9.1~~ Within ~~15 (fifteen) Working Days of the District Council and the Owner and/or Developer agreeing a Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (or the Specialist determining by issuing their decision), the Owner and/or Developer shall record the Revised Affordable Housing Scheme or Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment in a Memorandum and allow the District Council a minimum of 20 Working Days to consider the same and if it chooses to do so to either approve and sign the Memorandum or make comments or proposed amendments to the Owner or Developer.~~
- ~~9.2~~ In the event that the District Council approves and signs the Memorandum pursuant to paragraph 9.1 above to carry out the Development in accordance with the approved Memorandum.
- ~~9.3~~ In the event that the District Council issues a response within the period specified in paragraph 9.1 above which is not an approval then the Owner shall make any reasonable and proper amendments to the Memorandum to reflect any comments or proposed amendments from the District Council and shall thereafter submit the revised Memorandum to the District Council and invite them to sign the same.
- ~~9.4~~ In the event that the District Council does not issue a response within the period specified in paragraph 9.1 above then the Memorandum shall be deemed to be agreed and completed and the Owner shall carry out the Development in accordance with the submitted Memorandum.
- ~~9.5~~ Upon completion of a Memorandum, this Deed shall be construed such that:-
 - ~~9.5.1~~ in the case of a ~~Revised Affordable Housing Scheme or Deferred Affordable Housing Units being provided:-~~
 - ~~(a)~~ the number of ~~Deferred Affordable Housing Units~~ shall be included within the definition of ~~Affordable Housing Units~~; and
 - ~~(b)~~ the number of ~~Market Dwellings~~ shall be reduced or increased (as appropriate) by the corresponding number of ~~Deferred Affordable Housing Units~~;
 - ~~(c)~~ the obligations in ~~Schedule 12~~ shall apply to the ~~Deferred Affordable Housing or Revised Affordable Housing Scheme~~ to be provided within the Development and shall be construed such that any reference to "**Affordable Housing Units**" shall include the corresponding number of "**Deferred Affordable Housing**" Units or ~~Revised Affordable Housing Scheme~~ to be provided within the Development; or
 - ~~9.5.2~~ in the case of a ~~Deferred Affordable Housing Payment becoming payable~~ the payment will be due in accordance with the terms of the Memorandum.

SCHEDULE 14

ZERO CARBON STRATEGY

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Zero Carbon Strategy and shall have the following meanings throughout this Deed:

- "Zero Carbon Strategy"** means a strategy for zero carbon generation and carbon balance which shall demonstrate how it is proposed that by using reasonable endeavours the Development may achieve zero carbon as defined in the Eco Towns PPS and referenced in the Cherwell Local Plan Policy Bicester 1 which shall include as a minimum:
- (a) an energy demand assessment which:-
 - (i) estimates total energy demand in kWh/year;
 - (ii) estimates hot water demand in kWh/year; and
 - (iii) estimates residential electrical demands (kWh/year).
 - (b) energy demand reduction proposals, which provides details of how energy demand will be reduced through design and specification and the estimated carbon savings;
 - (c) an energy generation strategy which specifies energy generation technologies proposed to be used and their outputs in kWh/year;
 - (d) carbon balance which provides:-
 - (i) appropriate carbon factors;
 - (ii) the overall carbon balance of zero or better;
 - (iii) if necessary, and if the carbon balance has not satisfied the zero carbon target, then details of local off-site carbon saving measures must be provided with details of the carbon saved;
 - (e) detail of design and how the strategy will be implemented and revised from time to time

2. ZERO CARBON STRATEGY

The Owner and Developer undertakes to the District Council as follows:

2.1 Not to ~~Commence~~ cause permit of suffer the Implementation of the Development until the Zero Carbon Strategy has been submitted to and approved by the District Council and ~~it has allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the strategy or make comments or propose amendments to the Owner and/or Developer.~~ to thereafter comply with the terms of the Zero Carbon Strategy.

2.2 The approval or deemed approval of the Zero Carbon Strategy shall be in accordance with the following process:

2.2.1 The Zero Carbon Strategy shall be submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.

2.2.2 In the event that the District Council does not respond within the period set out in paragraph 2.2.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Zero Carbon Strategy is deemed approved.

2.2.3 ~~2.2~~In the event that the District Council approves the Zero Carbon Strategy or it is deemed approved pursuant to paragraph 2.1-2.2.2 above to carry out then the Owner and the Developer shall implement and carry out the requirements of the Zero Carbon Strategy during the lifetime of the Development in accordance with the approved and notify the District Council that it is implementing the Zero Carbon Strategy.

~~2.3 In the event that the District Council issues a response within the period specified in paragraph 2.1 above which is not an approval to make any reasonable and proper amendments to the Zero Carbon Strategy to reflect any comments or proposed amendments from the District Council and thereafter carry out the Development in accordance with the revised Zero Carbon Strategy.~~

~~2.4 In the event that the District Council does not issue a response within the period specified in paragraph 2.1 above to carry out the Development in accordance with the Zero Carbon Strategy submitted in accordance with paragraph 2.1 above.~~

2.2.4 In the event that the Council does not approve the submitted Zero Carbon Strategy and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Zero Carbon Strategy for its approval allowing a minimum of 28 days for the Council to approve the same.

2.2.5 In the event that the Council does not respond within the period set out in paragraph 2.2.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Zero Carbon Strategy is deemed approved.

2.2.6 The Owner and Developer shall repeat the process in paragraph 2.2.4 and 2.2.5 above until such time as the Council approves the form of the Zero Carbon Strategy or it is deemed approved.

2.2.7 The Owner and Developer or the District Council may at any time refer the Zero Carbon Strategy pursuant to the Dispute Resolution provisions at clause 7.

SCHEDULE 15

COMMUNITY MANAGEMENT ORGANISATION CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Community Management Organisation obligations and shall have the following meanings throughout this Deed:

"Community Management Organisation" and "CMO"	means a CMO whose role is to promote the Community Benefit over all stages of the Development and beyond and will include:- <ol style="list-style-type: none">(a) uphold, promote and progress low carbon living;(b) support the creation and social capital and social cohesion for Bicester;(c) allow those that live and work in the Development the opportunity for a direct voice (participation) in the governance of their community and how the Development's assets are managed, as well as ensuring democratic accountability through links with the existing democratic structures in the area;(d) have the flexibility to respond as effectively to the needs of the first pioneer occupations as to the needs of future occupants; and(e) be equipped with the relevant professional and entrepreneurial expertise to completely manage and build on any endowment/assets over time for the Community Benefit and to manage and maintain all assets to the highest professional standards
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<u>"CMO Contribution"</u>	<u>means the sum of £2,605.88 (two thousand and six hundred and five pounds and eighty eight pence) per Dwelling (the total sum being no more than a maximum of £390,882.18 (three hundred and ninety thousand and eight hundred and eight two pounds and eighteen pence)) (Index Linked (CPIX)) which is payable in four equal instalments and subject to the CMO Contribution Condition</u>
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"CMO Contribution Condition"

~~means the sum of £2,605.88 (two thousand and six hundred and five pounds and eighty eight pence) per Dwelling (the total sum being no more than a maximum of £390,882.18 (three hundred and ninety thousand and eight hundred and eight two pounds and eighteen pence)) (Index Linked (CPIX)) which means the payment of the CMO Contribution Condition is made on the basis that it will be used by the District Council~~ may be applied by the District Council towards all or any of the following:-

- (a) encouraging and promoting the environmental social and economic sustainability principles of living in the Development as set out in the North West Bicester SPD
- (b) carrying out on-going community engagement and encouraging involvements in all states of the CMO throughout the construction of the Development
- (c) the employment of a person to liaise with the Occupants of the Development and the CMO
- (d) investments in the Development in order to generate income to be applied or reinvested for Community Benefit and the carrying out of the CMO's activities in perpetuity

and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Community Benefit"

means the enhancement of the wellbeing of those who live and/or work within the Development

"First CMO Contribution Notice"	means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the first 25% instalment of the CMO Contribution in accordance with this Schedule
"Fourth CMO Contribution Notice"	means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the final 25% instalment of the CMO Contribution in accordance with this Schedule
"Second CMO Contribution Notice"	means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the second 25% instalment of the CMO Contribution in accordance with this Schedule
"Third CMO Contribution Notice"	means a notice issued by the Owner and/or Developer to the District Council stating that the Owner and/or Developer is willing to pay the third 25% instalment of the CMO Contribution in accordance with this Schedule

2. CMO CONTRIBUTION

- ~~2.1 Not to Occupy the first Dwelling until the First CMO Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 25% instalment of the CMO Contribution.~~
- ~~2.2 In the event that the District Council issues an Acceptance Notice relating to the first 25% instalment of the CMO Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 25% instalment of the CMO Contribution to the District Council prior to the Occupation of the first Dwelling.~~
- ~~2.3 In the event that the District Council issues a Rejection Notice relating to the first 25% instalment of the CMO Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice~~

- ~~or Rejection Notice relating to the first 25% instalment of the CMO Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 25% instalment of the CMO Contribution.~~
- ~~2.4 Not to Occupy the 50th Dwelling until the Second CMO Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the second 25% instalment of the CMO Contribution.~~
- ~~2.5 In the event that the District Council issues an Acceptance Notice relating to the second 25% instalment of the CMO Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the second 25% instalment of the CMO Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~
- ~~2.6 In the event that the District Council issues a Rejection Notice relating to the second 25% instalment of the CMO Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the second 25% instalment of the CMO Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the second 25% instalment of the CMO Contribution.~~
- ~~2.7 Not to Occupy the 100th Dwelling until the Third CMO Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the third 25% instalment of the CMO Contribution.~~
- ~~2.8 In the event that the District Council issues an Acceptance Notice relating to the third 25% instalment of the CMO Contribution pursuant to paragraph 2.7 above the Owner and/or Developer shall pay the third 25% instalment of the CMO Contribution to the District Council prior to the Occupation of the 100th Dwelling.~~
- ~~2.9 In the event that the District Council issues a Rejection Notice relating to the third 25% instalment of the CMO Contribution within the period specified in paragraph 2.7 above or no Acceptance Notice or Rejection Notice relating to the third 25% instalment of the CMO Contribution is issued within the period specified in paragraph 2.7 above then the Owner and Developer shall not be required to pay the third 25% instalment of the CMO Contribution.~~
- ~~2.10 Not to Occupy the 135th Dwelling until the Fourth CMO Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 25% instalment of the CMO Contribution.~~
- ~~2.11 In the event that the District Council issues an Acceptance Notice relating to the final 25% instalment of the CMO Contribution pursuant to paragraph 2.10 above the Owner and/or Developer shall pay the final 25% instalment of the CMO Contribution to the District Council prior to the Occupation of the 135th Dwelling.~~
- ~~2.12 In the event that the District Council issues a Rejection Notice relating to the final 25% instalment of the CMO Contribution within the period specified in paragraph 2.10 above or no Acceptance Notice or Rejection Notice relating to the final 25% instalment of the CMO Contribution is issued within the period specified in paragraph 2.10 above then the Owner and Developer shall not be required to pay the final 25% instalment of the CMO Contribution.~~
- 2.1 Not to cause permit or suffer the Occupation of the first Dwelling until the first instalment of 25% of the CMO Contribution has been paid to the District Council and it shall pay the first instalment of 25% of the CMO Contribution to the Council prior to the Occupation of first Dwelling
- 2.2 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the second instalment of 25% of the CMO Contribution has been paid to the District Council and it shall pay the first instalment of 25% of the CMO Contribution to the Council prior to the Occupation of any more than 49 Dwellings

2.3 Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the third instalment of 25% of the CMO Contribution has been paid to the District Council and it shall pay the third instalment of 25% of the CMO Contribution to the Council prior to the Occupation of any more than 99 Dwellings

2.4 Not to cause permit or suffer the Occupation of any more than 134 Dwellings until the final instalment of 25% of the CMO Contribution has been paid to the District Council and it shall pay the final instalment of 25% of the CMO Contribution to the Council prior to the Occupation of any more than 134 Dwellings

3. **DISTRICT COUNCIL'S RIGHTS**

The Owner and Developer agree that the District Council shall have the right and ability to transfer and part of the CMO Contribution paid in accordance with paragraph 2 above directly to the formally structured and constituted CMO for the purposes of the CMO Contribution only.

4. ~~WAIVER~~

~~4.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 25% instalment of the CMO Contribution and/or the second 25% instalment of the CMO Contribution and/or the third instalment of the CMO Contribution and/or the final 25% instalment of the CMO Contribution prior to the payment of the relevant instalment of the CMO Contribution and pay the CMO Contribution in accordance with or in advance of the restrictions set out above.~~

SCHEDULE 16

OPEN SPACE ALLOTMENTS AND DRAINAGE

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Open Space, Allotments and drainage obligations and shall have the following meanings throughout this Deed:

"Allotment"	each individual allotment plot provided on the Allotment Land in accordance with the Allotment Scheme
"Allotment Land"	means an area of approximately (but not less than) 0.14 ha within the Site to be provided in accordance with the Allotment Specification which is suitable for the growing of fruit, vegetables trees and flowers either in plots or in communal areas
"Allotment Scheme"	means a scheme for the layout and provision of allotments on the Allotment Land in accordance with the Allotment Specification and which shall include as a minimum: (a) details for the laying out of the Allotment Land including the number of Allotments and the extent of any communal area which shall be in accordance with the District Council's adopted requirements; (b) details for the boundary treatment between the Allotments; (c) the servicing of the Allotment Land; and (d) details for the Management Scheme for the Allotments and Allotment Land
"Allotment Specification"	the specification attached hereto at Appendix 3
"Combined Green Space"	means the Open Space the Incidental Open Space and the SuDS or any part of them as the context requires
"Designated Account"	means a separate designated account which may be operated by the Owner and/or Developer or jointly between the Owner and/or Developer and the District Council for the holding of contributions in accordance with this Schedule <u>provided that in either case it is accessible by the District Council</u>
"Green Space Contribution"	shall mean the sum payable for the future maintenance of the Combined Green Space to be provided in any Phase and which shall be the sum of the Open Space Commuted Sum Hedgerow Commuted Sum and the SuDS Commuted Sum <u>which is subject to the Green Space Contribution Condition</u>

"Green Space Contribution NoticeCondition"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the Green Space Contribution in accordance with this Schedule <u>means the payment of the Green Space Contribution is made on the basis that it will be used by the District Council towards the future maintenance of the Combined Green Space to be provided in any Phase and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued</u>
"Green Space Scheme"	means a scheme for the exact location, provision, laying out, landscaping equipping (as appropriate) and services already identified to be provided through the Combined Green Spaces and each constituent part thereof in each Phase and which shall incorporate a Management Scheme which shall include a timetable for carrying out the works and the planting comprised in the laying out landscaping of the Combined Green Space for the relevant Phase and shall identify those parts thereof which the Owner and Developer intend to be made available for use by the public
"Incidental Open Space"	means areas of incidental open space within Phases as may arise and which the Owner or the Developer intends to be made available for use by members of the public
"LAPsLAP"	means <u>a local areas-area</u> of play to be provided by the Owner and Developer as part of the Development in accordance with the Play Area Scheme
"LAP Contribution"	means the sum of £30,474.08 (thirty thousand and four hundred and seventy four pounds and eight pence) (Index Linked (CPIX)) towards future maintenance of each LAP <u>which is subject to the LAP Contribution Condition</u>
"LAP Contribution NoticeCondition"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the LAP Contribution in accordance with this Schedule <u>means the payment of the LAP Contribution is made on the basis that it will be used by the District Council towards future maintenance of each LAP and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued.</u>
"Landscape Technical Specification"	means the District Council's Technical Specifications for Landscape and Cleaning Operations appended to this Deed at Appendix 4
"Maintenance Period"	means a period of 12 months following the issue by the completion of the construction of the Allotments on the Allotment Land, Green Spaces and/or Play Areas
"Management Company"	means a body established by the Owner or Developer to carry out the long term management and maintenance of any Open Spaces to be managed by it in accordance with the provisions of this Deed and whose objectives shall include:- (a) setting the level of charges for funding the running of

the body and collecting such charges

- (b) ensuring that the level of any charges levied against any Affordable Housing Dwellings that are not owned outright by Registered Providers shall not materially affect the ability of these dwellings to remain as Affordable Housing
- (c) ensuring accountability to residents of the Development

"Management Scheme"

means a written scheme for the detailed ongoing management and maintenance of any of the Combined Green Spaces the Play Areas and/or the Allotments (as applicable) prepared in accordance with the Landscape Technical Specification which shall detail the frequency and standard of maintenance of the facilities that are the subject of the relevant scheme together with measures to replace any planting that may die or become diseased following implementation of the relevant scheme and which may be varied from time to time with the written agreement of the District Council

"Management Company Default Deposit"

means the sum calculated as follows:

$((A \times \text{£}12.90 \text{ Index Linked (CPIX) from quarter 1 2015}) \div 15) + 10\% \text{ of the capital cost of any Play Area transferred}$

Where:

A is the area in square metres of the Open Space and Incidental Open Space comprised in a Phase which is to be transferred to the Management Company

which is subject to the Management Company Default Deposit Contribution

"Management Company Default Deposit Condition"

~~means the sum calculated as follows:~~

~~$((A \times \text{£}12.90 \text{ Index Linked (CPIX) from quarter 1 2015}) \div 15) + 10\% \text{ of the capital cost of any Play Area transferred}$~~

~~Where:~~

~~A is the area in square metres of the Open Space and Incidental Open Space comprised in a Phase which is to be transferred to the Management Company~~

~~to be paid to the District Council in accordance with this Schedule~~
to means the payment of the Management Company Default Deposit Contribution is made on the basis that it will be available to the District Council in the event of default or failure by the Management Company to maintain any of the Combined Green Spaces and Play Areas that are transferred to the Management Company and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued.

"Management Company

means the sum calculated as follows:

Forward Funding Deposit" ((A x £12.90 Index Linked (CPIX) from Quarter 1 2015)) ÷ 15) ÷ 2

Where:

A is the area in square metres of the Open Space and Incidental Open Space comprised in a Phase which is to be transferred to the Management Company

Which is subject to the Management Company Forward Funding Deposit Contribution

"Management Company Forward Funding Deposit"Condition ~~means the sum calculated as follows:~~

~~((A x £12.90 Index Linked (CPIX) from Quarter 1 2015)) ÷ 15) ÷ 2~~

~~Where:~~

~~A is the area in square metres of the Open Space and Incidental Open Space comprised in a Phase which is to be transferred to the Management Company-~~

~~to be paid to the District Council in accordance with this Schedule means the payment of the Management Company Forward Funding Deposit Contribution is made on the basis that it will act as a deposit to cover the maintenance costs of any Combined Green Spaces and Play Areas that are transferred to the Management Company until the Development is fully Occupied and funding from receipts from residents' rent charges or service charges are funding the maintenance costs in full and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued~~

"Management Company Monitoring Payment" means the sum of £4,022.14 (four thousand and twenty two pounds and fourteen pence) Index Linked (CPIX) which is subject to the Management Company Monitoring Payment Condition

"Management Company Monitoring Payment"Condition ~~means the sum of £4,022.14 (four thousand and twenty two pounds and fourteen pence) Index Linked (CPIX) Means the payment of the Management Company Monitoring Payment is made on the basis that it will be put towards the District Council's costs of monitoring (twice a year for 15 years) the management and maintenance of land and/or facilities transferred to the Management Company pursuant to this Agreement and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued~~

"Management Company Structure Scheme" means a scheme that addresses the following in relation to the Management Company:

- (a) ~~Details~~ details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee;
- (b) ~~Proposed~~ proposed banking arrangements for the Management Company;
- (c) ~~Details~~ details of and arrangements for maintenance of such insurances as shall be appropriate in respect of

the use of any Open Space managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;

- (d) ~~Details~~ details of the mechanism together with suitable documentation to ensure the transfer of ownership and responsibility for the Open Spaces (that are in the ownership of the Management Company) from the Management Company to the District Council on terms to be agreed (including details of how and when such transfer and step-in mechanism shall be triggered (likely to be written petition by at least 66% of households comprising the Phase in which the Open Space is located), settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer)

"NEAP"	means a Neighbourhood Equipped Area of Play to be provided by the Owner or Developer as part of the Development in accordance with the Green Space Scheme
"NEAP Contribution"	means the sum of £277,015.63 (two hundred and seventy seven thousand and fifteen pounds and sixty three pence) (Index Linked (CPIX)) for the future maintenance and management of which is subject to the NEAP <u>Contribution Condition</u>
"NEAP Contribution Notice Condition"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the NEAP Contribution in accordance with this Schedule <u>Means the payment of the NEAP Contribution is made on the basis that it will be put towards the future maintenance and management of the NEAP and that the District Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued.</u>
"Open Space"	means the strategic open space within the Development in accordance with the Urban Design Framework to be approved pursuant to a condition of the Planning Permission which the Owner or the Developer intends to be made available for use by members of the public.
"Open Space Commuted Sum"	means the sum of £12.90 (twelve pounds and ninety pence) per square metre (Index Linked (CPIX)) in respect of the Open Space and Incidental Open Space comprised in a Phase
"Play Areas"	means the LAPs <u>LAP</u> and the NEAP
"Play Area Scheme"	means a scheme showing details for the provision of the Play Areas which shall as a minimum include: (a) the exact location of the LAPs <u>LAP</u> and the NEAP which shall accord with the accessibility standards set out in BSC11 included in the Cherwell Local Plan and be in accordance with the District Council's adopted requirements; (b) the laying out landscaping and equipping of each of the LAPs <u>LAP</u> and the NEAP which shall ensure that

the LAP is suitable for disabled users;

- (c) a phasing programme for the carrying out of the works and planting comprised in the LAP and NEAP; and
- (d) detailed provision for the maintenance of the LAP and NEAP to include a programme for regular inspection

"SuDS"

means the surface water drainage for the Site within areas of Open Space (and for the avoidance of doubt excluding any water drainage to be provided in connection with highways within the Site) approved or to be approved further to the conditions of the Planning Permission including provisions for the maintenance and management of the sustainable urban drainage system for the Site

"SuDS Commuted Sum"

means the sum payable towards maintenance of the SuDS comprising part of the Combined Green Space to be calculated in accordance with the following:-

£48.55 (forty eight pounds and fifty five pence) per square metre of ponds

£36.10 (thirty six pounds and ten pence) per square metre of ditch

£19.88 (nineteen pounds and eighty eight pence) per square metre of streams

£12.88 (twelve pounds and eighty eight pence) per square metre of balancing pond

in each instance Index Linked (CPIX)

"Transfer"

means the transfer by the Owner of the freehold the Play Areas and/or Open Space or any part thereof (as applicable) to the District Council (or such other person or body as the District Council may direct) such transfer shall:-

- (a) not include any terms which would restrict public access save for the purposes of maintenance works or in the case of emergency and
- (b) not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owner or Developer and
- (c) include any reasonable reservation of rights of access and services over the Open Space (or relevant part thereof) for the benefit of any other part of the Site for the purpose of managing maintaining replacing renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity and
- (d) include for the benefit of the respective area of Combined Green Space the Play Areas or the Allotments (as applicable) the grant of any rights of

access and services which are reasonably required for the use, management and maintenance of the area being transferred over any adjoining land for its intended purpose as set out in this Schedule and

- (e) be at nil consideration and otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or its nominee and
- (f) be a transfer of the entire freehold interest of the Open Space with full title guarantee and vacant possession on completion
- (g) be free from any pre-emption or option agreement and free from any mortgage charge or lien or other encumbrance which restricts the use of the land for its intended purpose other than those which exist at the date of this Deed and / or are agreed in the Transfer
- (h) in relation to ~~LAPs~~ LAP and the NEAP, shall contain a restrictive covenant that the land transferred shall not be used for any purpose other than for a publicly accessible games and play area or publically accessible free at the point of use recreational facilities

2. ALLOTMENTS

The Owner and Developer undertake with the District Council as follows:-

- 2.1 Not to ~~Commence~~ cause permit of suffer the Implementation of the Residential Development until the Allotment Scheme has been submitted to and approved by the District Council ~~and it has allowed-~~

2.2 The approval or deemed approval of the Allotment Scheme shall be in accordance with the following process:

2.2.1 ~~2.4~~ The Allotment Scheme shall be the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the statement or make comments or propose amendments to the Owner and Developer, submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.

2.2.2 In the event that the District Council does not respond within the period set out in paragraph 2.2.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Allotment Scheme is deemed approved.

2.2.3 ~~2.2~~ In the event that the District Council approves the Allotment Scheme or it is deemed approved pursuant to paragraph 2.1-2.2.2 above to then the Owner and the Developer shall implement and carry out the Development in accordance with the approved requirements of the Allotment Scheme during the lifetime of the Residential Development and notify the District Council that it is implementing the Allotment Scheme.

- ~~2.3 In the event that the District Council issues a response within the period specified in paragraph 2.1 above which is not an approval then the Owner and Developer shall make any reasonable and proper amendments to the Allotment Scheme to reflect any comments or proposed amendments from the District Council and shall thereafter carry out the Development in accordance with the revised Allotment Scheme.~~

~~2.4~~In the event that the District Council does not issue a response within the period specified in paragraph 2.1 above then the Owner and Developer shall carry out the Development in accordance with the submitted Allotment Scheme.

2.2.4 In the event that the Council does not approve the submitted Allotment Scheme and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Allotment Scheme for its approval allowing a minimum of 28 days for the Council to approve the same.

2.2.5 In the event that the Council does not respond within the period set out in paragraph 2.2.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Allotment Scheme is deemed approved.

2.2.6 The Owner and Developer shall repeat the process in paragraph 2.2.4 and 2.2.5 above until such time as the Council approves the form of the Allotment Scheme or it is deemed approved.

2.2.7 The Owner and Developer or the District Council may at any time refer the Allotment Scheme pursuant to the Dispute Resolution provisions at clause 7.

2.3 ~~2.5~~Following the completion of the Allotment Scheme the Owner may (but is not obliged to) send to the District Council an offer to transfer the Allotment Land to the District Council or its nominee on terms similar to the Transfer and allow the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so accept the offer to transfer the Allotment Land or make comments or propose amendments to the offer.

2.4 ~~2.6~~In the event that the District Council accepts the offer pursuant to paragraph ~~2.5-2.3~~ above to enter into the approved transfer of the Allotment Land and invite the District Council to enter into the same within 28 Working Days.

2.5 ~~2.7~~In the event that the District Council issues a response within the period specified in paragraph ~~2.5-2.3~~ above which is not an approval then the Owner shall make any reasonable and proper amendments to the transfer to reflect any comments or proposed amendments from the District Council and shall thereafter enter into the revised transfer of the Allotment Land and invite the District Council to enter into the same within 28 Working Days.

2.6 ~~2.8~~In the event that the District Council does not issue a response within the period specified in paragraph ~~2.5-2.3~~ above or does not enter into the approved or revised transfer within 28 Working Days then the Owner shall not be required to transfer the Allotment Land to the District Council and may (but is not obliged to) transfer the Allotment Land to a Management Company on terms similar to the Transfer.

2.7 ~~2.9~~In the event that the Owner chooses not to transfer the Allotment Land to the District Council pursuant to paragraphs 2.5 to ~~2.8-2.6~~ above the Owner and Developer shall continue to be responsible for maintaining the Allotments on the Allotment Land in accordance with the Allotment Scheme unless and until there is a transfer of the Allotment Land to the District Council or its nominee or and Management Company and shall ensure:-

2.7.1 ~~2.9.1~~that the Allotments are managed and maintained (and for the avoidance of doubt this may include the imposition of a service charge and reasonable allotment rents);

2.7.2 ~~2.9.2~~ensure that the Allotment Land is made available for use as Allotments; and

2.7.3 ~~2.9.3~~not use or cause or permit the use of any part of the Allotment Land for any purpose other than the purpose for which it was provided or constructed and in accordance with the provisions of the Planning Permission and this Deed.

3. PLAY AREAS

The Owner and Developer undertakes with the District Council as follows:-

3.1 Not to ~~Commence~~ ~~cause permit of suffer the Implementation of the Residential~~ Development until the Play Area Scheme has been submitted to and approved by the District Council ~~and it has allowed~~

3.2 The approval or deemed approval of the Play Area Scheme shall be in accordance with the following process:

3.2.1 ~~3.4~~The Play Area Scheme shall be the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the scheme or make comments or propose amendments to the Owner and Developer.submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.

3.2.2 In the event that the District Council does not respond within the period set out in paragraph 3.2.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Play Area Scheme is deemed approved.

3.2.3 ~~3.2~~In the event that the District Council approves the Play Area Scheme or it is deemed approved pursuant to paragraph 3.1-3.2.2 above to carry out then the Owner and the Developer shall implement and carry out the requirements of the Play Area Scheme during the lifetime of the Development in accordance with the approved Play Area and notify the District Council that it is implementing the Allotment Scheme.

~~then the Owner and Developer shall make any reasonable and proper amendments to the Play Area Scheme to reflect any comments or proposed amendments from the District Council and shall thereafter carry out the Development in accordance with the revised Play Area Scheme.~~~~3.4~~In the event that the District Council does not issue a response within the period specified in paragraph 3.1 above then the Owner and Developer shall carry out the Development in accordance with the submitted Play Area Scheme.

3.2.4 ~~3.3~~In the event that the District Council issues a response within the period specified in paragraph 3.1 above which is not an approval In the event that the Council does not approve the submitted Play Area Scheme and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Play Area Scheme for its approval allowing a minimum of 28 days for the Council to approve the same.

3.2.5 In the event that the Council does not respond within the period set out in paragraph 3.2.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Play Area Scheme is deemed approved.

3.2.6 The Owner and Developer shall repeat the process in paragraph 3.2.4 and 3.2.5 above until such time as the Council approves the form of the Play Area Scheme or it is deemed approved.

3.2.7 The Owner and Developer or the District Council may at any time refer the Play Area Scheme pursuant to the Dispute Resolution provisions at clause 7.

3.3 ~~3.5~~To provide the NEAP prior to Occupation of 50% of the Dwellings or any Dwelling within 30 metres from the boundary of the NEAP (whichever is earlier).

3.4 ~~3.6~~To provide any LAP prior to the first Occupation of any Dwelling within 30 metres from the boundary of the LAP.

3.5 ~~3.7~~ Not to use the Open Space, Incidental Open Space or the Play Areas for the storage of materials, the parking of cars and/or any other vehicles or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation save where necessary in connection with the construction of the Strategic Highway.

3.6 ~~3.8~~ Not to grant or cause or permit to be granted any rights or easements over the Play Area or any part of them (save those that exist as at the date of this Deed) without the prior written consent of the District Council.

4. GREEN SPACE

4.1 Not to ~~Commence~~ cause permit of suffer the Implementation of the Residential Development until the Green Space Scheme has been submitted to ~~the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the scheme or make comments or propose amendments to the Owner and Developer, and approved by the District Council.~~

4.2 The approval or deemed approval of the Green Space Scheme shall be in accordance with the following process:

4.2.1 The Green Space Scheme shall be submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.

4.2.2 In the event that the District Council does not respond within the period set out in paragraph 4.2.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Green Space Scheme is deemed approved.

4.2.3 ~~4.2~~ In the event that the District Council approves the Green Space Scheme or it is deemed approved pursuant to paragraph 4.1 ~~4.2.2~~ above to carry out then the Owner and the Developer shall implement and carry out the requirements of the Green Space Scheme during the lifetime of the Development in accordance with the approved Green Space and notify the District Council that it is implementing the Allotment Scheme.

~~4.3~~ ~~In the event that the District Council issues a response within the period specified in paragraph 4.1 above which is not an approval then the Owner and Developer shall make any reasonable and proper amendments to the Green Space Scheme to reflect any comments or proposed amendments from the District Council and shall thereafter carry out the Development in accordance with the revised Green Space Scheme.~~

~~4.4~~ ~~In the event that the District Council does not issue a response within the period specified in paragraph 4.1 above then the Owner and Developer shall carry out the Development in accordance with the submitted Green Space Scheme.~~

4.2.4 In the event that the Council does not approve the submitted Green Space Scheme and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Green Space Scheme for its approval allowing a minimum of 28 days for the Council to approve the same.

4.2.5 In the event that the Council does not respond within the period set out in paragraph 4.2.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Green Space Scheme is deemed approved.

4.2.6 The Owner and Developer shall repeat the process in paragraph 4.2.4 and 4.2.5 above until such time as the Council approves the form of Green Space Scheme or it is deemed approved.

4.2.7 [The Owner and Developer or the District Council may at any time refer the Green Space Scheme pursuant to the Dispute Resolution provisions at clause 7.](#)

4.3 **4.5**To continue to be responsible for maintaining the Play Areas and Combined Green Space in accordance with the approved Play Area Scheme and relevant Green Space Scheme unless and until there is a transfer of the Play Area or the relevant area of the Combined Green Space to the District Council or its nominee or Management Company and shall ensure:-

4.3.1 ~~4.5.1~~that the Play Area and Combined Green Spaces are managed and maintained;

4.3.2 ~~4.5.2~~that the Play Areas or relevant part of the Combined Green Space is managed and maintained in accordance with the approved Play Area Scheme or Green Space Scheme as applicable;

4.3.3 ~~4.5.3~~ensure that the Play Areas and Combined Green Spaces have an unrestricted right of access for the general public provided that the use of and access to the parts of the Play Area and Combined Green Space may be restricted in the following circumstances:-

- (a) in the event of emergency such that access and use by the general public should be prevented for reasons of health and safety or security alerts for any period as may be appropriate in the circumstances without prior written approval of the District Council;
- (b) in the event of any works to the Play Area or Combined Green Spaces needing to be undertaken which would necessitate as a direct result of the said works, access and use by the general public being prevented provided that if such closure is to last longer than seven Working Days in order to ensure effective completion of the works then the Owner shall first obtain the District Council's prior written approval to the closure SAVE THAT in the event such closure is required for a period in excess of seven Working Days for health and safety or security alerts the Owner shall not be required to obtain the District Council's prior written approval;
- (c) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance (acting reasonably); and
- (d) closing the such areas (or any part thereof) during hours of darkness

4.3.4 ~~4.5.4~~ensure that the Play Area or relevant part of the Combined Green Space is made available for its intended use in accordance with the approved Play Area Scheme or Green Space Scheme as applicable;

4.3.5 ~~4.5.5~~not use or cause or permit the use of any part of the Play Areas or Combined Green Space for any purpose other than the purpose for which it was provided and in accordance with the provisions of the Planning Permission and this Agreement;

4.3.6 ~~4.5.6~~the Play Areas shall not be used for the storage of materials, the parking of cars and/or any other vehicles or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation.

4.4 **4.6**Following the completion of the Play Area or any part of the Combined Green Space the Owner may (but is not obliged to) send to the District Council an offer to transfer the Play Area ~~of~~ or any part of the Combined Green Space or part of the Combined Green Space to the District Council or its nominee on terms similar to the Transfer and allow the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so accept the offer to transfer the Play Area of any part of the Combined Green Space or make comments or propose amendments to the offer.

4.5 ~~4.7~~In the event that the District Council accepts the offer pursuant to paragraph ~~4.6-4.4~~ above to enter into the approved transfer of the Play Area or part of the Combined Green Space and invite the District Council to enter into the same within 28 Working Days.

4.6 ~~4.8~~In the event that the District Council issues a response within the period specified in paragraph ~~4.6-4.4~~ above which is not an approval then the Owner and Developer shall make any reasonable and proper amendments to the transfer to reflect any comments or proposed amendments from the District Council and shall thereafter enter into the revised transfer of the Play Area or part of the Combined Green Space and invite the District Council to enter into the same within 28 Working Days.

4.7 ~~4.9~~In the event that the District Council does not issue a response within the period specified in paragraph ~~4.6-4.4~~ above or does not enter into the approved or revised transfer within 28 Working Days then the Owner and Developer shall not be required to transfer the Play Area or part of the Combined Green Space to the District Council and may (but is not obliged to do so) transfer the Play Area or part of the Combined Green Space to a Management Company on terms similar to the Transfer.

4.8 ~~4.10~~If a transfer is made to the District Council or its nominee of the ~~following facilities the Owner and Developer shall:~~ any Play Areas or part of the Combined Green Space the Owner and Developer shall on the date of the transfer pay the following to the District Council as appropriate:-

4.8.1 the NEAP Contribution; or

4.8.2 the LAP Contribution; or

~~4.10.1 the NEAP~~

~~(a) Submit the NEAP Contribution Notice to the District Council and allow the District Council a minimum of 28 Working Days to consider the same and give an Acceptance Notice or Rejection Notice to the Owner and/or Developer as to whether or not it chooses to accept payment of the NEAP Contribution.~~

~~(b) In the event that the District Council issues an Acceptance Notice stating it chooses to accept the NEAP Contribution pursuant to paragraph 4.10.1(a) above the Owner and/or Developer shall pay the NEAP Contribution to the District Council within 28 Working Days of the written notice.~~

~~(c) In the event that the District Council issues a Rejection Notice within the period specified in paragraph 4.10.1(a) above which states it does not wish to accept the NEAP Contribution or no written notice is issued within the period specified in paragraph 4.10.1(a) above then the Owner and Developer shall not be required to pay the NEAP Contribution.~~

~~4.10.2 each LAP~~

~~(a) Submit the LAP Contribution Notice to the District Council and allow the District Council a minimum of 28 Working Days to consider the same and give an Acceptance Notice or Rejection Notice to the Owner and/or Developer as to whether or not it chooses to accept payment of the LAP Contribution.~~

~~(b) In the event that the District Council issues an Acceptance Notice stating it chooses to accept the LAP Contribution pursuant to paragraph 4.10.2(a) above the Owner and/or Developer shall pay the LAP Contribution to the District Council within 28 Working Days of the written notice.~~

~~(c) In the event that the District Council issues a Rejection Notice within the period specified in paragraph 4.10.2(a) above which states it does not wish to accept the LAP Contribution or no written notice is issued within the period specified in~~

~~paragraph 4.10.2(a) above then the Owner and Developer shall not be required to pay the NEAP Contribution.~~

~~4.10.3 any part of the Combined Green Space~~

~~4.8.3 (a) Submit the Green Space Contribution Notice to the District Council and allow the District Council a minimum of 28 Working Days to consider the same and give an Acceptance Notice or Rejection Notice to the Owner and/or Developer as to whether or not it chooses to accept payment of the Green Space Contribution.~~

~~(b) In the event that the District Council issues an Acceptance Notice stating it chooses to accept the Green Space Contribution pursuant to paragraph 4.10.3(a) above the Owner and/or Developer shall pay the Green Space Contribution to the District Council within 28 Working Days of the written notice.~~

~~(c) In the event that the District Council issues a Rejection Notice within the period specified in paragraph 4.10.3(a) above which states it does not wish to accept the Green Space Contribution or no written notice is issued within the period specified in paragraph 4.10.3(a) above then the Owner and Developer shall not be required to pay the Green Space Contribution.~~

4.9 ~~4.11~~ On completion of any transfers (if any) of the Play Areas or Combined Open Space (or part thereof) to the District Council its nominee or the Management Company to hand over and assign to the District Council its nominee or the Management Company (as applicable depending on which take a transfer of the relevant area) any suppliers or contractors' warranty relating to any equipment including play equipment and its installation on the relevant area.

4.10 ~~4.12~~ In the event of a transfer (if any) of any Play Areas to the District Council or its nominee rather than Management Company to provide an unrestricted right of access to that Play Area and (if access cannot be gained by or over public highways) over an appropriate part of the Site such part and route for access as may be defined by agreement between the Owner, Developer and the District Council or its nominee for the purpose of maintaining that Play Area PROVIDED THAT the access to Play Area shall only be required to be suitable for occasional access by maintenance vehicles and will not have to comply with any highway adoption criteria nor will access have to be afforded over tarmacked access tracks.

4.11 ~~4.13~~ In the event of the completion of each LAP and NEAP provide to the District Council with a RoSPA post installation report and Risk Assessment or if RoSPA no longer provide such reports a similar report and risk assessment from any replacement body or similar body for that LAP or NEAP (as applicable) (which RoSPA or similar report and Risk Assessment must be satisfactory to the District Council (acting reasonably) and thereafter will provide a satisfactory RoSPA or similar report in respect of each LAP and the NEAP annually until the date of transfer to the District Council or its nominee none of which RoSPA or similar reports shall be more than 11 months old at the date they are provided to the District Council.

5. MANAGEMENT COMPANY

5.1 In the event that the Owner and/or Developer wish to transfer the Combined Green Spaces to a Management Company then the Owner and the Developer covenant with the District Council as follows:

5.2 Where any Combined Green Space or Play Areas are to be managed and maintained by the Management Company in accordance with the terms of this Schedule the Owner and/or Developer shall prior to the first Occupation of any Dwelling submit to the District Council the Management Company Structure Scheme ~~and allow the District Council 28 Working Days to consider the same and if it chooses to do so to either approve the scheme or make comments or propose amendments to the Owner and Developer~~ for its approval.

5.3 ~~In the event that the District Council approves~~ The approval or deemed approval of the Management Company Structure Scheme ~~pursuant to paragraph 5.2 above to establish the~~

~~Management Company shall be~~ in accordance with the ~~approved Management Company Structure Scheme following process:~~

- 5.3.1 The Management Company Structure Scheme shall be submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.
- 5.3.2 In the event that the District Council does not respond within the period set out in paragraph 5.3.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Management Company Structure Scheme is deemed approved.
- 5.3.3 In the event that the District Council approves the Green Space Scheme or it is deemed approved pursuant to paragraph 5.3.2 above then the Owner and the Developer shall implement and carry out the requirements of the Management Company Structure Scheme during the lifetime of the Development and notify the District Council that it is implementing the Management Company Structure Scheme.
- 5.3.4 In the event that the Council does not approve the submitted Management Company Structure Scheme and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Management Company Structure Scheme for its approval allowing a minimum of 28 days for the Council to approve the same.
- 5.3.5 In the event that the Council does not respond within the period set out in paragraph 5.3.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Management Company Structure Scheme is deemed approved.
- 5.3.6 The Owner and Developer shall repeat the process in paragraph 5.3.4 and 5.3.5 above until such time as the Council approves the form of Management Company Structure Scheme or it is deemed approved.
- 5.3.7 The Owner and Developer or the District Council may at any time refer the Management Company Structure Scheme pursuant to the Dispute Resolution provisions at clause [].
- ~~5.4 In the event that the District Council issues a response within the period specified in paragraph 5.2 above which is not an approval then the Owner and Developer shall make any reasonable and proper amendments to the Management Company Structure Scheme to reflect any comments or proposed amendments from the District Council and shall thereafter establish the Management Company in accordance with the revised Management Company Structure Scheme.~~
- ~~5.5 In the event that the District Council does not issue a response within the period specified in paragraph 5.2 above then the Owner and Developer shall establish the Management Company in accordance with the submitted Management Company Structure Scheme.~~
- 5.4 ~~5.6~~ Prior to the first transfer to the Management Company of any land or facility in accordance with this Schedule, the Owner and/or Developer shall submit the Management Company Default Deposit Notice, Management Company Forward Funding Deposit Notice and the Management Company Monitoring Payment Notice to the District Council and allow the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the payment of the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment into the Designated Account or directly to the District Council. pay the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment to the District Council.
- ~~5.7 In the event that the District Council issues an Acceptance Notice relating to the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management~~

~~Company Monitoring Payment stating that it chooses to accept the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment pursuant paragraph 5.6 above the Owner and/or Developer shall pay the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment into the Designated Account or directly to the District Council prior to the transfer to the Management Company of any land or facility in accordance with this Schedule.~~

~~5.8 In the event that the District Council issues a Rejection Notice relating to the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment within the period specified in paragraph 5.6 above or no Acceptance Notice or Rejection Notice relating to the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment is issued within the period specified in paragraph 5.6 above then the Owner and Developer shall not be required to pay the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment into the Designated Account or directly to the District Council.~~

5.5 ~~5.9~~ Following the transfer to the Management Company of any land or facility in accordance with this Schedule, the Owner and/or Developer shall ~~submit~~ pay the Management Company Forward Funding Deposit ~~Notice~~ on the first anniversary of the payment of the Management Company Forward Funding Deposit in accordance with paragraph ~~5.7~~ 5.4 and annually thereafter until the fourteenth anniversary or the Occupation of the final Dwelling to the District Council ~~and allow the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the payment of the Management Company Forward Funding Deposit~~ less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit into the Designated Account or directly to the District Council.

~~5.10 In the event that the District Council issues an Acceptance Notice relating to the Management Company Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit stating that it chooses to accept the Management Company Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit pursuant to paragraph 5.9 above the Owner and/or Developer shall pay the Management Company Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit into the Designated Account or directly to the District Council annually commencing on the first anniversary of the payment of the Management Company Forward Funding Deposit in accordance with paragraph 5.9 above until the fourteenth anniversary or the Occupation of the final Dwelling.~~

~~5.11 In the event that the District Council issues a Rejection Notice relating to the Management Company Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit within the period specified in paragraph 5.9 above or no Acceptance Notice or Rejection Notice relating to the Management Company Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit is issued within the period specified in paragraph 5.9 above then the Owner and Developer shall not be required to pay the Management Company Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit into the Designated Account or directly to the District Council.~~

5.6 ~~5.12~~ In the event that the Management Company fails to maintain any of the Combined Green Space or Play Areas that are transferred to it in accordance with the Landscape Technical Specification or the Management Company goes into liquidation or otherwise ceases to exist where a replacement Management Company is not immediately put in place, the District Council may enter on to the relevant area of Combined Green Space or Play Areas together with relevant personnel and equipment to ensure the performance of the obligations contained in the covenants in this Schedule and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Combined Green Space or Play Areas

(that has been transferred to the Management Company) and shall be entitled to full reimbursement by the Management Company of all costs and expenses incurred in performing the said obligations PROVIDED THAT in the event the Management Company does not have adequate funds to cover these works in default, the District Council shall be entitled to recover such costs and expenses from the Management Company Default Deposit and/or the Management Company Forward Funding Deposit and PROVIDED ALWAYS THAT the District Council shall not be entitled to take action under this paragraph nor recover reimbursement unless the District Council before taking action to enforce any of the terms of this Schedule shall have given written notice to the Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and shall afford the Management Company the opportunity to remedy the breach in accordance with the steps and time period in the written notice.

[SCHEDULE 17](#)

~~SCHEDULE 17~~

CONSTRUCTION STANDARDS

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the design and building standards and shall have the following meanings throughout this Deed:

"Assessor"	means an independent assessor licenced by BRE Global (or other equivalent successor licencing body) to conduct assessments to the requirements of BREEAM
"BREEAM"	means the environmental assessment method and rating system for buildings provided by BRE Global
"CEEQUAL Excellent Certificate"	means a certificate rated excellent issued by a CEEQUAL assessor pursuant to the assessment and awards scheme for improving sustainability in civil engineering and the public realm
"Design Assessment Certificate"	means a certificate issued by an Assessor following a design stage assessment carried out prior to the construction of a building
"Design Standards"	means those standards which developments are required to adhere to as prescribed in the following documents: <p style="margin-left: 20px;"><u>(a)</u> (a) the Eco Town Standards as prescribed in the Supplement to PPS1 titled "Eco Towns";</p> <p style="margin-left: 20px;"><u>(b)</u> (b) the Masterplan;</p> <p style="margin-left: 20px;"><u>(c)</u> (c) Policy Bicester 1 in the Cherwell Local Plan; and</p> <p style="margin-left: 20px;"><u>(d)</u> (d) the community governance requirements</p>
"Materials Scheme"	means a scheme for sourcing materials related to the construction of the Development local to Bicester so far as is reasonable without harming the build quality of the Development in respect of matters including quality of materials and embodied carbon
"Post Construction Certificate"	means a certificate issued by an Assessor following a post construction stage assessment carried out following the completion of construction of a building
"Relevant Infrastructure Works"	means all infrastructure works in the Development outside of individual Dwelling plots

The Owner and Developer covenants with the District Council as follows:-

2. **4.CONSTRUCTION STANDARDS**

2.1 ~~4.1~~ Prior to the construction of any Relevant Infrastructure Works to provide to the District Council a CEEQUAL Excellent Certificate for those works.

2.2 ~~4.2~~ Not to cause or permit the construction of any Relevant Infrastructure Works until the CEEQUAL Excellent Certificate has been provided to the District Council.

2.3 ~~4.3~~ To ensure that all contactors engaged in the construction of the Development register for the Considerate Contractor Scheme.

2.4 ~~4.4~~ Not to Implement the Development until the Materials Scheme has been submitted to and approved or deemed approved by the District Council ~~and it has allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the plan or make comments or propose amendments to the Owner and Developer.~~

2.5 The approval or deemed approval of the Materials Scheme shall be in accordance with the following process:

2.5.1 The Materials Scheme shall be submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.

2.5.2 In the event that the District Council does not respond within the period set out in paragraph 1.5.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Materials Scheme is deemed approved.

2.5.3 ~~4.5~~ In the event that the District Council approves the Materials Scheme or it is deemed approved pursuant to paragraph 1.4-1.5.2 above ~~to carry out then the Owner and the Developer shall implement and carry out the requirements of the Materials Scheme during the lifetime of the Development in accordance with the approved and notify the District Council that it is implementing the~~ Materials Scheme.

~~4.6~~ ~~In the event that the District Council issues a response within the period specified in paragraph 1.4 above which is not an approval then the Owner and Developer shall make any reasonable and proper amendments to the Materials Scheme to reflect any comments or proposed amendments from the District Council and shall thereafter carry out the Development in accordance with the revised Materials Scheme.~~

~~4.7~~ ~~In the event that the District Council does not issue a response within the period specified in paragraph 1.4 above then the Owner and Developer shall carry out the Development in accordance with the submitted Materials Scheme.~~

2.5.4 In the event that the Council does not approve the submitted Materials Scheme and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Materials Scheme for its approval allowing a minimum of 28 days for the Council to approve the same.

2.5.5 In the event that the Council does not respond within the period set out in paragraph 2.5.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Materials Scheme is deemed approved

2.5.6 The Owner and Developer shall repeat the process in paragraph 2.5.4 and 2.5.5 above until such time as the Council approves the form of the Materials Scheme or it is deemed approved.

2.5.7 The Owner and Developer or the District Council may at any time refer the Materials Scheme pursuant to the Dispute Resolution provisions at clause 7.

2.6 ~~4.8~~To procure the construction of all non-residential buildings comprising the Development to BREEAM 'Very Good' standard with the capability of achieving 'Excellent' standard demonstrated through the design assessment provided that where it is demonstrated that 'Excellent' standard can be achieved without materially affecting the viability of the Development the non-residential buildings shall be constructed to that standard.

2.7 ~~4.9~~Not to cause or permit the construction of any non-residential building comprising the Development until a Design Assessment Certificate for it has been issued by an Assessor certifying that BREEAM Very Good standard will be achieved and such Design Assessment Certificate has been provided to the District Council.

2.8 ~~4.10~~Not to cause or permit any non-residential building comprising the Development to be Occupied until a Post Construction Certificate has been issued by an Assessor for it certifying that BREEAM Very Good standard has been achieved and such Post Construction Certificate has been provided to the District Council.

SCHEDULE 18

MONITORING

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to monitoring and shall have the following meanings throughout this Deed:

"Construction Monitoring Schedule" Stage means the Schedule marked Construction Stage Monitoring set out in the Eco Towns Standards Monitoring Scheme so far as is relevant to the Development attached to this Deed at Appendix 5

"Post Occupancy Monitoring Schedule" means the Schedule marked "Post Occupancy Monitoring" set out in the Eco Towns Standards Monitoring Scheme so far as is relevant to the Development attached to this Deed at Appendix 6

2. **MONITORING**

2.1 The Owner and Developer undertakes with the District Council ~~as follows:- not to cause or permit the Implementation of the Residential Development unless and until the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule have been submitted and approved by the District Council and prior to the Implementation of the Development to submit to and secure the written approval of the District Council for full details of how the matters set out in the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule will be monitored in practice~~

2.2 The approval or deemed approval of the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule shall be in accordance with the following process:

2.2.1 The Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule shall be submitted to the District Council allowing the District Council a minimum of 28 days in which to respond.

2.2.2 In the event that the District Council does not respond within the period set out in paragraph 2.2.1 above then the Owner and Developer shall write to the District Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule is deemed approved.

2.2.3 In the event that the District Council approves the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule or it is deemed approved pursuant to paragraph 2.2.2 above then the Owner and the Developer shall implement and carry out the requirements of the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule during the lifetime of the Development and notify the District Council that it is implementing the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule.

- 2.2.4 In the event that the Council does not approve the submitted Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule and states its comments for not doing so then the Owner and Developer shall take into account the Council's reasonable comments and shall resubmit a further version of the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule for its approval allowing a minimum of 28 days for the Council to approve the same.
- 2.2.5 In the event that the Council does not respond within the period set out in paragraph 2.2.4 above then the Owner and Developer shall write to the Council providing it with a further 14 days in which to respond after which if no response is forthcoming the Owner and Developer shall be entitled to proceed on the basis that the amended Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule Scheme is deemed approved.
- 2.2.6 The Owner and Developer shall repeat the process in paragraph 2.2.4 and 2.2.5 above until such time as the Council approves the form of the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule or they are deemed approved.
- 2.2.7 The Owner and Developer or the District Council may at any time refer the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule pursuant to the Dispute Resolution provisions at clause 7.
- 2.3 Following approval or deemed approval of the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule the Owner and the Developer covenants as follows
- 2.3.1 ~~2.4~~ to comply fully with the measures in the Post Occupancy Monitoring Schedule and Construction Stage Monitoring Schedule;
- 2.3.2 ~~2.2~~ to commence the measures set out in the Construction Stage Monitoring Schedule on Implementation of the Development;
- 2.3.3 ~~2.3~~ to commence the measures set out in the Post Occupancy Monitoring Schedule prior to the Occupation of the 50th Dwelling or the second commercial unit (whichever is earlier);
- 2.3.4 ~~2.4~~ to submit to the District Council reports on a six monthly basis until the completion of the Development in respect of the compliance with the Construction Stage Monitoring Schedule in accordance with the requirements of that Schedule; and
- 2.3.5 ~~2.5~~ to submit to the District Council reports on an annual basis for 10 years commencing on the first Occupation of the 50th Dwelling or the second commercial unit (whichever is earlier) in respect of the compliance with the Post Occupancy Monitoring Schedule in accordance with the requirements of that Schedule.

PROVIDED THAT nothing in this Schedule (including in the Construction Stage Monitoring Schedule and the Post Occupancy Monitoring Schedule) shall be interpreted as requiring the Development to achieve other than BREEAM 'Very Good' with the capability of achieving 'Excellent'

SCHEDULE 19

~~SCHEDULE 19~~

BUS SERVICE CONTRIBUTIONS

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the bus service contributions and shall have the following meanings throughout this Deed:

"Bus Service Contribution" means the sum of £128,557 (one hundred and twenty eight thousand and five hundred and fifty seven pounds) (Index Linked (RPIX)) ~~to be payable in two equal instalments which is subject to be used by the County Council to towards the provision of a bus service linking the Development with Bicester town centre and Bicester Railway Station~~ the Bus Service Contribution Condition

~~**"First Bus Service Contribution Notice Condition"** means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the first 50% instalment of the Bus Service Contribution in accordance with this Schedule~~ means the payment of the Bus Service Contribution is made on the basis that it will be used by the County Council to towards the provision of a bus service linking the Development with Bicester town centre and Bicester Railway Station and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued.

~~**"First Interim Bus Service Contribution Notice"** means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the first 25% instalment of the Interim Bus Service Contribution in accordance with this Schedule~~ means the sum of £152,151 (one hundred and fifty two thousand and one hundred and fifty one pounds) (Index Linked (RPIX)) which is payable in four equal instalments

~~**"Fourth Interim Bus Service Contribution Notice"** means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the final 25% instalment of the Interim Bus Service Contribution in accordance with this Schedule~~

"Interim Bus Service Contribution Condition" ~~means the sum of £152,151 (one hundred and fifty two thousand and one hundred and fifty one pounds) (Index Linked (RPIX)) to~~ means the payment of the Interim Bus Service Contribution is made on the basis that it will be used by the County Council towards the provision of a bus service linking the Development with Bicester town centre and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Opening Date"	means the date on which the Strategic Highway is first opened to the public
"Second Bus Service Contribution Notice"	means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the final 50% instalment of the Bus Service Contribution in accordance with this Schedule
"Second Interim Bus Service Contribution Notice"	means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the second 25% instalment of the Interim Bus Service Contribution in accordance with this Schedule
"Third Interim Bus Service Contribution Notice"	means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the third 25% instalment of the Interim Bus Service Contribution in accordance with this Schedule

The Owner and Developer undertake to the County Council as follows:

2. BUS SERVICE CONTRIBUTION

- ~~2.1 Subject to paragraph 4 below not to Occupy the first Dwelling until the First Bus Service Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Bus Service Contribution.~~
- ~~2.1~~ 2.2 In the event that the County Council issues an Acceptance Notice relating to the first 50% instalment of the Bus Service Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50% Not to cause permit or suffer the Occupation of the first Dwelling until the first instalment of 50% of the Bus Service Contribution has been paid to the District Council and it shall pay the first instalment of the Bus Service Contribution to the County 50% of the Bus Service Contribution to the Council prior to the Occupation of the first Dwelling.
- ~~2.2~~ 2.2 Not to cause permit or suffer the Occupation of any more than 19 Dwellings until the final instalment of 50% of the Bus Service Contribution has been paid to the District Council and it shall pay the final instalment of 50% of the Bus Service Contribution to the Council prior to the Occupation of any more than 19 Dwellings
- ~~2.3 In the event that the County Council issues a Rejection Notice relating to the first 50% instalment of the Bus Service Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Bus Service Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Bus Service Contribution.~~
- ~~2.4 Subject to paragraph 4 below Not to Occupy the 20th Dwelling until the Second Bus Service Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Bus Service Contribution.~~
- ~~2.5 In the event that the County Council issues an Acceptance Notice relating to the final 50% instalment of the Bus Service Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Bus Service Contribution to the County Council prior to the Occupation of the 20th Dwelling.~~
- ~~2.6 In the event that the County Council issues a Rejection Notice relating to the final 50% instalment of the Bus Service Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Bus Service~~

~~Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Bus Service Contribution.~~

3. INTERIM BUS SERVICE CONTRIBUTION

~~3.1 In the event that the Opening Date has not occurred before the Occupation of any part of the Employment Land to submit the First Interim Bus Service Contribution Notice to the County Council and it has allow the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 25% instalment of the Interim Bus Service Contribution.~~

~~3.2 In the event that the County Council issues an Acceptance Notice relating to the first 25% instalment of the Interim Bus Service Contribution pursuant to paragraph 3.1 above the Owner and/or Developer shall pay the first 25% instalment of the Interim Bus Service Contribution to the County Council prior to the Occupation of any part of the Employment Land.~~

~~3.3 In the event that the County Council issues a Rejection Notice relating to the first 25% instalment of the Interim Bus Service Contribution within the period specified in paragraph 3.1 above or no Acceptance Notice or Rejection Notice relating to the first 25% instalment of the Interim Bus Service Contribution is issued within the period specified in paragraph 3.1 above then the Owner and Developer shall not be required to pay the first 25% instalment of the Interim Bus Service Contribution.~~

3.1 In the event that the Opening Date has not occurred not to cause permit or suffer the Occupation of the Employment Floorspace until the first instalment of 25% of the Interim Bus Service Contribution has been paid to the District Council and it shall pay the first instalment of 25% of the Bus Service Contribution to the Council prior to the Occupation of the Employment Floorspace.

3.2 ~~3.4~~In the event that the Opening Date has not occurred to ~~issue the Second Interim Bus Service Contribution Notice~~ pay to the County Council on or before the first anniversary of the payment of the first 25% instalment the second instalment of 25% of the Interim Bus Service Contribution ~~and allow the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the second 25% instalment of the Interim Bus Service Contribution.~~

3.3 ~~3.5~~In the event that the County Council issues an Acceptance Notice relating to the second 25% instalment of the Interim Bus Service Contribution pursuant to paragraph 3.4 above the Owner and/or Developer shall pay the second 25% instalment of the Interim Bus Service Contribution to the County Council on or before the first In the event that the Opening Date has not occurred on or before the second anniversary of the payment of the first 25% instalment ~~of the Interim Bus Service Contribution.~~ to pay to the County Council the third instalment of 25% of the Interim Bus Service Contribution

~~3.6~~In the event that the County Council issues a Rejection Notice relating to the second 25% instalment ~~of the Interim Bus Service Contribution~~ within the period specified in paragraph 3.4 above or no Acceptance Notice or Rejection Notice relating to the second 25% instalment of the Interim Bus Service Contribution is issued within the period specified in paragraph 3.4 above then the Owner and Developer shall not be required to pay the second 25% instalment of the Interim Bus Service Contribution.

3.4 ~~3.7~~In the event that the Opening Date has not occurred to ~~issue the Third Interim Bus Service Contribution Notice to the County Council~~ on or before the ~~second~~ third anniversary of the payment of the first 25% instalment ~~of the Interim Bus Service Contribution~~ and allow to pay to the County Council ~~a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the third 25% instalment~~ the final instalment of 25% of the Interim Bus Service Contribution ~~.~~

SCHEDULE 20

- ~~3.8 — In the event that the County Council issues an Acceptance Notice relating to the third 25% instalment of the Interim Bus Service Contribution pursuant to paragraph 3.7 above the Owner and/or Developer shall pay the third 25% instalment of the Interim Bus Service Contribution to the County Council prior on or before the second anniversary of the payment of the first 25% instalment of the Interim Bus Service Contribution.~~
- ~~3.9 — In the event that the County Council issues a Rejection Notice relating to the third 25% instalment of the Interim Bus Service Contribution within the period specified in paragraph 3.7 above or no Acceptance Notice or Rejection Notice relating to the third 25% instalment of the Interim Bus Service Contribution is issued within the period specified in paragraph 3.7 above then the Owner and Developer shall not be required to pay the third 25% instalment of the Interim Bus Service Contribution.~~
- ~~3.10 — In the event that the Opening Date has not occurred to issue the Fourth Interim Bus Service Contribution Notice to the County Council on or before the third anniversary of the payment of the first 25% instalment of the Interim Bus Service Contribution and allow the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 25% instalment of the Interim Bus Service Contribution.~~
- ~~3.11 — In the event that the County Council issues an Acceptance Notice relating to the final 25% instalment of the Interim Bus Service Contribution pursuant to paragraph 3.10 above the Owner and/or Developer shall pay the final 25% instalment of the Interim Bus Service Contribution to the County Council prior on or before the third anniversary of the payment of the first 25% instalment of the Interim Bus Service Contribution.~~
- ~~3.12 — In the event that the County Council issues a Rejection Notice relating to the final 25% instalment of the Interim Bus Service Contribution within the period specified in paragraph 3.10 above or no Acceptance Notice or Rejection Notice relating to the final 25% instalment of the Interim Bus Service Contribution is issued within the period specified in paragraph 3.10 above then the Owner and Developer shall not be required to pay the final 25% instalment of the Interim Bus Service Contribution.~~
- 4. — STRATEGIC HIGHWAY**
- ~~4.1 — In the event that after 48 months following the Implementation of the Development there is no Construction Contract in place for the development of the Strategic Highway then the Owner and/or Developer may issue the Strategic Road Land Notice to the County Council and allow the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer written confirmation that they accept the Strategic Road Land Notice.~~
- ~~4.2 — In the event that the County Council confirms in writing that they accept the Strategic Road Land Notice or the County Council does not issue a response within the time period specified in paragraph 4.1 above then the Owner and Developer shall no longer be required to comply with paragraph 2 of this Schedule.~~
- ~~4.3 — In the event that the County Council issues written notice confirming that they do not accept the Strategic Highway Land Notice and provide evidence to demonstrate that the Construction Contract for the development of the Strategic Highway will come forward within the following 12 months then the Owner and/or Developer shall continue to comply with paragraph 2 of this Schedule.~~
- ~~4.4 — In the event that the Strategic Highway does not come forward within 12 months of the County Council's written notice issued in accordance with paragraph 4.3 above then the Owner and/or Developer shall be entitled to issue a further Strategic Road Land Notice to the County Council and the procedure in paragraphs 4.1 to 4.4 shall apply.~~

~~5. WAIVER~~

~~5.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of Bus Service Contribution and/or the final 50% instalment of the Bus Service Contribution and/or the first 25% instalment of the Interim Bus Service Contribution and/or the second 25% instalment of the Interim Bus Service Contribution and/or the third 25% instalment of the Interim Bus Service Contribution and/or the final 25% instalment of the Interim Bus Service Contribution prior to the payment of the relevant instalment of the Bus Service Contribution and/or Interim Bus Service Contribution and pay the Bus Service Contribution and/or Interim Bus Service Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 20~~

BUS INFRASTRUCTURE CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Bus Infrastructure Contribution and shall have the following meanings throughout this Deed:

"Bus Infrastructure Contribution" means the sum of £38,796 (thirty eight thousand and seven hundred and ninety six pounds) (Index Linked (RPIX)) payable in two equal instalments split between the Employment Development and the Residential Development which is subject to the Bus Infrastructure Contribution Condition

"Bus Infrastructure Contribution Condition" means the sum of £38,796 (thirty eight thousand and seven hundred and ninety six pounds) ~~to~~ means the payment of the Bus Infrastructure Contribution is made on the basis that it will be used by the County Council towards the provision of bus stop infrastructure at the North West Bicester Development and Middleton Stoney Road and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

~~"First Bus Infrastructure Contribution Notice"~~ means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the first 50% instalment of the Bus Infrastructure Contribution in accordance with this Schedule

~~"Second Bus Infrastructure Contribution Notice"~~ means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the final 50% instalment of the Bus Infrastructure Contribution in accordance with this Schedule

The Owner and Developer undertake to the County Council as follows:

2. **BUS INFRASTRUCTURE CONTRIBUTION**

~~2.1 Subject to paragraph 3 not to Occupy any of the Employment Floorspace until the First Bus Infrastructure Contribution Notice has been submitted to the County Council and it has allowed the~~

~~County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Bus Infrastructure Contribution.~~

~~2.1~~ ~~2.2~~ ~~In the event that the County Council issues an Acceptance Notice relating to the first 50% instalment~~ Not to cause permit or suffer the Occupation of any of the Employment Floorspace until one instalment of 50% ~~of the Bus Infrastructure Contribution pursuant to paragraph 2.1 above the Owner and/or Developer has been paid to the District Council and it shall pay the first 50% instalment of the Bus Infrastructure Contribution to the County~~ 50% of the Bus Infrastructure Contribution to the ~~Council prior to the Occupation of any of the Employment Floorspace.~~

~~2.3~~ ~~In the event that the County Council issues a Rejection Notice relating to the first 50% instalment of the Bus Infrastructure Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Bus Infrastructure Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Bus Infrastructure Contribution.~~

~~2.4~~ ~~Subject to paragraph 3 not to Occupy the 100th Dwelling until the Second Bus Infrastructure Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Bus Infrastructure Contribution.~~

~~2.5~~ ~~In the event that the County Council issues an Acceptance Notice relating to the final 50% instalment of the Bus Infrastructure Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Bus Infrastructure Contribution to the County Council prior to the Occupation of the 100th Dwelling.~~

~~2.6~~ ~~In the event that the County Council issues an Rejection Notice relating to the final 50% instalment of the Bus Infrastructure Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Bus Infrastructure Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Bus Infrastructure Contribution.~~

~~3.~~ **STRATEGIC HIGHWAY**

~~3.1~~ ~~In the event that after 48 months following the Implementation of the Development there is no Construction Contract in place for the development of the Strategic Highway then the Owner and/or Developer may issue the Strategic Road Land Notice to the County Council and allow the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer written confirmation that they accept the Strategic Road Land Notice.~~

~~3.2~~ ~~In the event that the County Council confirms in writing that they accept the Strategic Road Land Notice or the County Council does not issue a response within the time period specified in paragraph 3.1 above then the Owner and Developer shall no longer be required to comply with paragraph 2 of this Schedule.~~

~~3.3~~ ~~In the event that the County Council issues written notice confirming that they do not accept the Strategic Highway Land Notice and provide evidence to demonstrate that the Construction Contract for the development of the Strategic Highway will come forward within the following 12 months then the Owner and/or Developer shall continue to comply with paragraphs 2.4 to 2.6 of this Schedule.~~

~~3.4~~ ~~In the event that the Strategic Highway does not come forward within 12 months of the County Council's written notice issued in accordance with paragraph 3.3 above then the Owner and/or Developer shall be entitled to issue a further Strategic Road Land Notice to the County Council and the procedure in paragraphs 3.1 to 3.4 shall apply.~~

~~4.~~ **WAIVER**

~~The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of Bus Infrastructure Contribution and/or the final 50% instalment of the Bus Infrastructure Contribution prior to the payment of the relevant instalment of the Community Development Contribution and pay 4.1 the Bus Infrastructure Contribution in accordance with or in advance of the restrictions set out above.~~

2.2 Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the one instalment of 50% of the Bus Infrastructure Contribution has been paid to the District Council and it shall pay the instalment of 50% of the Bus Infrastructure Contribution to the Council prior to the Occupation of any more than the 99 Dwellings.

3. ~~5.~~

SCHEDULE 21

RIGHTS OF WAY CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Rights of Way Contribution and shall have the following meanings throughout this Deed:

~~"First Rights of Way Contribution Notice" means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the first 50% instalment of the Rights of Way Contribution in accordance with this Schedule~~

"Rights of Way Contribution" means the sum of £2,768 (two thousand and seven hundred and sixty eight pounds) (Index Linked (Baxter)) to be used by the County Council ~~towards the improvements to Bicester Bridleway 9 and Bucknell Bridleway 4~~

~~Second "Rights of Way Contribution Notice Condition" means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the final 50% instalment of the Rights of Way Contribution in accordance with this Schedule~~
means the payment of the Rights of Way Contribution is made on the basis that it will be used by the County Council towards the improvements to Bicester Bridleway 9 and Bucknell Bridleway 4 and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

2. RIGHTS OF WAY CONTRIBUTION

The Owner and Developer undertake to the County Council as follows:

- 2.1 Not to ~~Occupy the 50th cause permit or suffer the Occupation of the first~~ Dwelling until the ~~First Rights of Way Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of paid to~~ the District Council and it shall pay the Rights of Way Contribution: to the Council prior to the Occupation of the first Dwelling

SCHEDULE 22

- ~~2.2 — In the event that the County Council issues an Acceptance Notice relating to the first 50% instalment of the Rights of Way Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50% instalment of the Rights of Way Contribution to the County Council prior to the Occupation of the 50th Dwelling.~~
- ~~2.3 — In the event that the County Council issues a Rejection Notice relating to the first 50% instalment of the Rights of Way Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Rights of Way Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Rights of Way Contribution.~~
- ~~2.4 — Not to Occupy the 100th Dwelling until the Second Rights of Way Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Rights of Way Contribution.~~
- ~~2.5 — In the event that the County Council issues an Acceptance Notice relating to the final 50% instalment of the Rights of Way Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% instalment of the Rights of Way Contribution to the County Council prior to the Occupation of the 100th Dwelling.~~
- ~~2.6 — In the event that the County Council issues a Rejection Notice relating to the final 50% instalment of the Rights of Way Contribution within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Rights of Way Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Rights of Way Contribution.~~
- ~~3. — **WAIVER**~~
- ~~3.1 — The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of the Rights of Way Contribution and/or the final 50% instalment of the Rights of Way Contribution prior to the payment of the relevant instalment of the Rights of Way Contribution and pay the Rights of Way Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 22~~

CYCLE IMPROVEMENTS CONTRIBUTIONS

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Cycle Improvements Contributions and shall have the following meanings throughout this Deed:

"Cycle Improvements Contributions Contribution"	means the Middleton Stoney Road Contribution and Shakespeare Drive Contribution <u>payable in two equal instalments which are subject to the Cycle Improvements Contribution Condition</u>
"First Cycle Improvements Contributions Notice"	means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the first 50% instalment of the Cycle Improvements Contributions in accordance with this Schedule
<u>"Middleton Stoney Road Cycle Improvements Contribution Condition"</u>	means the sum of £27,535 (twenty seven thousand and five hundred and thirty five pounds) (Index Linked (Baxter)) to <u>means the payment of the Cycle Improvements Contribution is made on the basis that it will</u> be used by the County Council towards the improvements of the cycle route along Middleton Stoney Road between Howes Lane and Oxford Road <u>in respect of the Middleton Stoney Road Contribution and towards the improvements of the cycleway and the implementation of a traffic calming scheme on Shakespeare Drive in respect of the Shakespeare Drive Contribution and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued</u>
"Second Cycle Improvements Contributions Notice" <u>"Middleton Stoney Road Contribution"</u>	means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the final 50% instalment of the Cycle Improvements Contributions in accordance with this Schedule <u>means the sum of £27,535 (twenty seven thousand and five hundred and thirty five pounds) (Index Linked (Baxter)) to be used by the County Council</u>
"Shakespeare Drive Contribution"	means the sum of £59,576 (fifty nine thousand and five hundred and seventy six pounds) (Index Linked (Baxter)) to be used by the County Council to towards the improvements of the cycleway and the implementation of a traffic calming scheme on Shakespeare Drive

2. CYCLE IMPROVEMENTS CONTRIBUTIONS

The Owner and Developer undertake to the County Council as follows:

- ~~2.1 Not to Occupy the 50th Dwelling until the First Cycle Improvement Contributions Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Cycle Improvements Contributions.~~
- 2.1 In the event that the County Council issues an Acceptance Notice relating to the first 50% instalment of the Cycle Improvements Contributions pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 50% of the Cycle Improvements Contributions to the County Council Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of 50% of the Cycle Improvement Contribution has been paid to the County Council and it shall pay the first instalment of 50% of the Cycle Improvement Contribution to the County Council prior to the Occupation of any more than 49 Dwellings
- 2.2 Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the final instalment of 50% of the Cycle Improvement Contribution has been paid to the County Council and it shall pay the final instalment of 50% of the Cycle Improvement Contribution to the County Council prior to the Occupation of any more than 99 Dwellings

2.3 ~~2.2~~ Not to cause permit or suffer the Occupation of any of the Employment Floorspace until the Cycle Improvement Contribution has been paid to the County Council and it shall pay the Cycle Improvement

~~Council prior to the Occupation of the 50th Dwelling. 2.3 In the event that the County Council issues a Rejection Notice relating to the first 50% instalment of the Cycle Improvements Contributions within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Cycle Improvements Contributions is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Cycle Improvements Contributions.~~

~~2.4 Not to Occupy the 100th Dwelling until the Second Cycle Improvement Contributions Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Cycle Improvements Contributions.~~

~~2.5 In the event that the County Council issues an Acceptance Notice relating to the final 50% instalment of the Cycle Improvements Contributions pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the final 50% of the Cycle Improvements Contributions to the County Council prior to the Occupation of the 100th Dwelling.~~

~~2.6 In the event that the County Council issues a Rejection Notice relating to the final 50% instalment of the Cycle Improvements Contributions within the period specified in paragraph 2.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Cycle Improvements Contributions within the period specified in paragraph 2.4 above then **the Owner and Developer shall** not be required to pay the final 50% instalment of the Cycle Improvements Contributions.~~

~~3.~~ **STRATEGIC HIGHWAY**

~~3.1 In the event that after 48 months following the Implementation of the Development there is no Construction Contract in place for the development of the Strategic Highway then the Owner and/or Developer may issue the Strategic Road Land Notice to the County Council and allow the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer written confirmation that they accept the Strategic Road Land Notice.~~

~~3.2 In the event that the County Council confirms in writing that they accept the Strategic Road Land Notice or the County Council does not issue a response within the time period specified in paragraph 3.1 above then the Owner and Developer shall no longer be required to comply with paragraphs 2.1 to 2.6 of this Schedule.~~

~~3.3 In the event that the County Council issues written notice confirming that they do not accept the Strategic Highway Land Notice and provide evidence to demonstrate that the Construction Contract for the development of the Strategic Highway will come forward within the following 12 months then the Owner and/or Developer shall continue to comply with paragraphs 2.1 to 2.6 of this Schedule.~~

~~3.4 In the event that the Strategic Highway does not come forward within 12 months of the County Council's written notice issued in accordance with paragraph 3.3 above then the Owner and/or **Developer shall be entitled to** issue a further Strategic Road Land Notice to the County Council and the procedure in paragraphs 3.1 to 3.4 shall apply.~~

~~4.~~ **WAIVER**

~~4.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50% instalment of Cycle Improvement Contributions and/or the final 50% instalment of the Cycle Improvements Contributions prior to the payment of the relevant instalment of the Cycle~~

~~Improvement Contributions and pay the Cycle Improvement Contributions in accordance with or in advance of the restrictions set out above.~~

~~Contribution to the County Council prior to the Occupation of [any Employment Floorspace.](#)~~

SCHEDULE 23

TRAFFIC CALMING CONTRIBUTION

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Traffic Calming Contribution and shall have the following meanings throughout this Deed:

~~"~~ means ~~a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the first 50% instalment of the Traffic Calming Contribution in accordance with this Schedule~~

~~**NoticeTraffic Calming Contribution**~~
~~**First**~~ ~~**Traffic Calming Contribution**~~ means the sum of £6,388 (six thousand and three hundred and eighty eight pounds) (Index Linked (RPIX)) to be used by the County Council ~~towards a traffic calming scheme for Middleton Stoney Village which is subject to the Traffic Calming Contribution Condition~~

~~**Second**~~ ~~**Traffic Calming Contribution**~~
~~**Notice**~~ ~~**Condition**~~ means ~~a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the final 50% instalment of the Traffic Calming Contribution in accordance with this Schedule~~ means ~~the payment of the Traffic Calming Contribution is made on the basis that it will be used by the County Council towards a traffic calming scheme for Middleton Stoney Village and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued~~

2. TRAFFIC CALMING CONTRIBUTION

The Owner and Developer undertake to the County Council as follows:

- 2.1 In the event that the County Council brings forward a traffic calming scheme for Middleton Stoney Village within one year of the Implementation of the Development the following obligations shall apply:

- 2.1.1 Not to ~~Occupy 50% cause permit or suffer the Occupation of any~~ of the Employment Floorspace until the ~~First~~ Traffic Calming Contribution ~~Notice~~ has been ~~submitted~~ paid to the County Council and it ~~has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 50% instalment of~~ shall pay the Traffic Calming Contribution ~~to the County Council prior to the Occupation of any of the Employment Floorspace~~

SCHEDULE 24

- ~~2.1.2 — In the event that the County Council issues an Acceptance Notice relating to the first 50% instalment of the Traffic Calming Contribution pursuant to paragraph 2.1.1 above the Owner and/or Developer shall pay the first 50% instalment of the Traffic Calming Contribution to the County Council prior to the Occupation of the 100th Dwelling.~~
- ~~2.1.3 — In the event that the County Council issues a Rejection Notice relating to the first 50% instalment of the Traffic Calming Contribution within the period specified in paragraph 2.1.1 above or no Acceptance Notice or Rejection Notice relating to the first 50% instalment of the Traffic Calming Contribution is issued within the period specified in paragraph 2.1.1 above then the Owner and Developer shall not be required to pay the first 50% instalment of the Traffic Calming Contribution.~~
- ~~2.1.4 — Not to Occupy the 100th Dwelling until the Second Traffic Calming Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Traffic Calming Contribution.~~
- ~~2.1.5 — In the event that the County Council issues an Acceptance Notice relating to the final 50% instalment of the Traffic Calming Contribution pursuant to paragraph 2.1.4 above the Owner and/or Developer shall pay the final 50% instalment of the Traffic Calming Contribution to the County Council prior to the Occupation of the 100th Dwelling.~~
- ~~2.1.6 — In the event that the County Council issues a Rejection Notice relating to the final 50% instalment of the Traffic Calming Contribution within the period specified in paragraph 2.1.4 above or no Acceptance Notice or Rejection Notice relating to the final 50% instalment of the Traffic Calming Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the final 50% instalment of the Traffic Calming Contribution.~~

~~3. — STRATEGIC HIGHWAY~~

- ~~3.1 — In the event that after 48 months following the Implementation of the Development there is no Construction Contract in place for the development of the Strategic Highway then the Owner and/or Developer may issue the Strategic Road Land Notice to the County Council and allow the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer written confirmation that they accept the Strategic Road Land Notice.~~
- ~~3.2 — In the event that the County Council confirms in writing that they accept the Strategic Road Land Notice or the County Council does not issue a response within the time period specified in paragraph 3.1 above then the Owner and Developer shall no longer be required to comply with paragraph 2 of this Schedule.~~
- ~~3.3 — In the event that the County Council issues written notice confirming that they do not accept the Strategic Highway Land Notice and provide evidence to demonstrate that the Construction Contract for the development of the Strategic Highway will come forward within the following 12 months then the Owner and/or Developer shall continue to comply with paragraph 2.1 of this Schedule.~~
- ~~3.4 — In the event that the Strategic Highway does not come forward within 12 months of the County Council's written notice issued in accordance with paragraph 3.3 above then the Owner and/or Developer shall be entitled to issue a further Strategic Road Land Notice to the County Council and the procedure in paragraphs 3.1 to 3.4 shall apply.~~

~~4. — WAIVER~~

- ~~4.1 — The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 50%~~

~~instalment of Traffic Calming Contribution and/or the final 50% instalment of the Traffic Calming Contribution prior to the payment of the relevant instalment of the Traffic Calming Contribution and pay the Traffic Calming Contribution in accordance with or in advance of the restrictions set out above.~~

SCHEDULE 24

TRAVEL PLAN MONITORING CONTRIBUTIONS

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the travel plan contributions and shall have the following meanings throughout this Deed:

"Employment Travel Plan Monitoring Contribution" means the sum of £1,240 (one thousand and two hundred and forty pounds) (Index Linked (RPIX)) to be used by the County Council which is subject to the Employment Travel Plan Monitoring Contribution Condition

"Employment Travel Plan Monitoring Contribution Condition" means the sum of £1,240 (one thousand and two hundred and forty pounds) (Index Linked (RPIX)) to ~~means the payment of the Employment Travel Plan Monitoring Contribution is made on the basis that it will~~ be used by the County Council towards the monitoring of the employment travel plan required pursuant to the planning conditions attached to the Planning Permission and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Employment Residential Travel Plan Monitoring Contribution Notice" means a notice issued by the Owner or Developer to the County Council stating that the Owner is willing to pay the ~~Employment~~ means the sum of £1,240 (one thousand and two hundred and forty pounds) (Index Linked (RPIX)) to be used by the County Council which is subject to the Residential Travel Plan Monitoring Contribution in accordance with this ScheduleCondition

"Residential Travel Plan Monitoring Contribution Condition" means the sum of £1,240 (one thousand and two hundred and forty pounds) (Index Linked (RPIX)) to ~~Means the payment of the Residential Travel Plan Monitoring Contribution is made on the basis that it will~~ be used by the County Council towards the monitoring of the residential travel plan required pursuant to the planning conditions attached to the Planning Permission and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Residential Travel Plan Monitoring Contribution" means a notice issued by the Owner or Developer to the County Council stating that the Owner is willing to pay the Residential Travel Plan Monitoring Contribution in accordance with this Schedule

Notice"

The Owner and Developer undertake to the County Council as follows:

2. RESIDENTIAL TRAVEL PLAN MONITORING CONTRIBUTION

~~2.1 Not to Occupy cause permit or suffer the Occupation of the first Dwelling until the Residential Travel Plan Monitoring Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Residential paid to the District Council and it shall pay the Travel Plan Monitoring Contribution to the Council prior to the Occupation of the first Dwelling.~~

~~2.2 — In the event that the County Council issues an Acceptance Notice relating to the Residential Travel Plan Monitoring Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the Residential Travel Plan Monitoring Contribution to the County Council prior to the Occupation of the first Dwelling.~~

~~2.3 — In the event that the County Council issues a Rejection Notice relating to the Residential Travel Plan Monitoring Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the Residential Travel Plan Monitoring Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the Residential Travel Plan Monitoring Contribution.~~

3. EMPLOYMENT TRAVEL PLAN MONITORING CONTRIBUTION

~~3.1 Not to Occupy the cause permit or suffer the Occupation of any of the Employment Floorspace until the Employment Travel Plan Monitoring Contribution Notice has been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Employment Travel Plan Monitoring Contribution has been paid to the District Council and it shall pay the Employment Plan Monitoring Contribution to the Council prior to the Occupation of any of the Employment Floorspace.~~

SCHEDULE 25

~~3.2 In the event that the County Council issues an Acceptance Notice relating to the Employment Travel Plan Monitoring Contribution pursuant to paragraph 3.1 above the Owner and/or Developer shall pay the Employment Travel Plan Monitoring Contribution to the County Council prior to the Occupation of the any Employment Floorspace.~~

~~3.3 In the event that the County Council issues a Rejection Notice relating to the Employment Travel Plan Monitoring Contribution within the period specified in paragraph 3.1 above or no Acceptance Notice or Rejection Notice relating to the Employment Travel Plan Monitoring Contribution is issued within the period specified in paragraph 3.1 above then the Owner and Developer shall not be required to pay the Employment Travel Plan Monitoring Contribution.~~

~~4. WAIVER~~

~~4.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the Residential Travel Plan Monitoring Contribution and/or the Employment Travel Plan Monitoring Contribution prior to the payment of the relevant instalment of the Residential Travel Plan Monitoring Contribution and/or the Employment Travel Plan Monitoring Contribution and pay the Residential Travel Plan Monitoring Contribution and/or the Employment Travel Plan Monitoring Contribution in accordance with or in advance of the restrictions set out above.~~

~~SCHEDULE 25~~

EDUCATION CONTRIBUTIONS

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the education contributions and shall have the following meanings throughout this Deed:

<u>"Assessment Mix"</u>	means:- <u>15 no. x 1 bedroomed unit</u> <u>57 no. x 2 bedroomed units</u> <u>56 no. x 3 bedroomed units</u> <u>22 No. x 4 or more bedroomed units</u>
<u>"Composition of the Development"</u>	means <u>the aggregate number of Dwellings comprised in the whole of the Development and the number of each Dwelling type classified by reference to the number of bedrooms in the Dwelling</u>
First Primary Education Contribution- Notice	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the first 33.3% instalment <u>any</u> of the Primary Education Contribution <u>in accordance with this Schedule, the Secondary Education Contribution or the Special Needs Education Contribution</u>
First Secondary	means a notice issued by the Owner or Developer to the District Council

**Primary
Education
Contribution-
Notice"**

~~stating that the Owner or Developer is willing to pay the first 33.3% instalment of the Secondary Education Contribution in accordance with this Schedule~~ means the sum (Index Linked (PUBSEC)) calculated in accordance with the following formula:

$$(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$$

When

A is the number of 1 bedroomed units

B is the number of 2 bedroomed units

C is the number of 3 bedroomed units

D is the number of 4 bedroomed units

and

W is £0.00

X is the sum stated in the Inspectors Decision Letter between the sum of £2,548.33 (two thousand and five hundred and forty eight pounds and thirty three pence) and £3,555.11 (three thousand five hundred and fifty five pounds and eleven pence)

Y is the sum stated in the Inspectors Decision Letter between the sum of £5,846.17 (five thousand and eight hundred and forty six pounds and seventeen pence) and £8,155.85 (eight thousand and one hundred and fifty five pounds and eighty five pence)

Z is the sum stated in the Inspectors Decision Letter between the sum of £7,644.99 (seven thousand and six hundred and forty four pounds and ninety nine pence) and £10,665.34 (ten thousand and six hundred and sixty five pounds and thirty four pence)

Which is payable in three equal instalments and which is subject to the Primary Education Condition

"Primary Education Contribution Condition"

~~means the sum (Index Linked (PUBSEC)) calculated in accordance with the following formula:~~

$$\del{(A \times W) + (B \times X) + (C \times Y) + (D \times Z)}$$

~~When~~

~~A is the number of 1 bedroomed units~~

~~B is the number of 2 bedroomed units~~

~~C is the number of 3 bedroomed units~~

~~D is the number of 4 bedroomed units~~

~~and~~

~~W is £0.00~~

~~X is the sum stated in the Inspectors Decision Letter between the sum of £2,548.33 (two thousand and five hundred and forty eight pounds and thirty three pence) and £3,555.11 (three thousand five hundred and fifty five pounds and eleven pence)~~

~~Y is the sum stated in the Inspectors Decision Letter between the sum of £5,846.17 (five thousand and eight hundred and forty six pounds and seventeen pence) and £8,155.85 (eight thousand and one hundred and fifty five pounds and eighty five pence)~~

~~Z is the sum stated in the Inspectors Decision Letter between the sum of £7,644.99 (seven thousand and six hundred and forty four pounds and ninety nine pence) and £10,665.34 (ten thousand and six hundred and sixty five pounds and thirty four pence)~~

means the payment of the Primary Education Contribution is made on the basis that it will be used by the County Council to be used by the County Council towards the provision of a new primary school at the North West Bicester Development to serve the residents of the Development [and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued](#)

"Second Primary Education Contribution Notice"

~~means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the second 33.3% instalment of the Primary Education Contribution in accordance with this Schedule~~

"Second Secondary Education Contribution Notice"

~~means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the second 33.3% instalment of the **Secondary Education Contribution** in accordance with this Schedule~~

"Secondary Education Contribution"

means the sum (Index Linked (PUBSEC)) calculated in accordance with the following formula:

$$(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$$

When

A is the number of 1 bedroomed units

B is the number of 2 bedroomed units

C is the number of 3 bedroomed units

D is the number of 4 bedroomed units

and

W is £0.00

X is the sum stated in the Inspectors Decision Letter between the sum of £2,640.61 (two thousand and six hundred and forty pounds and sixty one pence) and £3,116.66 (three thousand and one hundred and sixteen pounds and sixty six pence)

Y is the sum stated in the Inspectors Decision Letter between the sum of £6,864.65 (six thousand and eight hundred and sixty four pounds and sixty five pence) and £8,103.31 (eight thousand and one hundred and three pounds and thirty one pence)

Z is the sum stated in the Inspectors Decision Letter between the sum of £11,091.05 (eleven thousand and ninety one pounds and five pence) and £13,089.96 (thirteen thousand and eighty nine pounds and ninety six pence) ~~to be used by the County Council towards the provision of a new secondary school at the North West Bicester Development to serve the residents of the Development~~

"Secondary Education Contribution Condition"

means the payment of the Secondary Education Contribution is made on the basis that it will be used by the County Council to be used by the County Council towards the provision of a new secondary school at the North West Bicester Development to serve the residents of the Development and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Special Education Needs Contribution"

means the sum (Index Linked (PUBSEC)) calculated in accordance with the following formula:

$$(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$$

When

A is the number of 1 bedroomed units

B is the number of 2 bedroomed units

C is the number of 3 bedroomed units

D is the number of 4 bedroomed units

and

W is £0.00

X is £117.29 (one hundred and seventeen pounds and twenty nine pence)

Y is £281.49 (two hundred and eighty one pounds and forty nine pence)

Z is £406.59 (four hundred and six pounds and fifty nine pence)

Which is subject to the Special Education Needs Contribution Condition

"Special Education Needs Contribution_ Condition"

~~means the sum (Index Linked (PUBSEC)) calculated in accordance with the following formula:~~

$$(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$$

~~When~~

~~A is the number of 1 bedroomed units~~

~~B is the number of 2 bedroomed units~~

~~C is the number of 3 bedroomed units~~

~~D is the number of 4 bedroomed units~~

~~and~~

~~W is £0.00~~

~~X is £117.29 (one hundred and seventeen pounds and twenty nine pence)~~

~~Y is £281.49 (two hundred and eighty one pounds and forty nine pence)~~

~~Z is £406.59 (four hundred and six pounds and fifty nine pence)~~

~~to~~ means the payment of the Special Education Needs Contribution is made on the basis that it will be used by the County Council towards the expansion of SEN Bardwell School to serve the residents of the Development and that the County Council shall repay any part of the contribution which has not been spent or Committed within 10 years of receipt of the final instalment together with any interest which has accrued

"Special Education Needs Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the Special Education Needs Contribution in accordance with this Schedule
"Third Primary Education Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the final 33.3% instalment of the Primary Education Contribution in accordance with this Schedule
"Third Secondary Education Contribution Notice"	means a notice issued by the Owner or Developer to the District Council stating that the Owner or Developer is willing to pay the final 33.3% instalment of the Secondary Education Contribution in accordance with this Schedule

The Owner and Developer undertake to the District Council as follows:

2. PRIMARY EDUCATION CONTRIBUTION

- 2.1 Not to ~~Occupy the 1st cause permit or suffer the Occupation of the first~~ Dwelling until the ~~First first instalment of 33.3% of the~~ Primary Education Contribution Notice has been ~~submitted paid~~ to the District Council and it ~~has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the first 33.3% instalment of~~ shall pay the Primary Education Contribution ~~to the Council prior to the Occupation of the first Dwelling~~.
- 2.2 Not to cause permit or suffer the Occupation of any more than 19 Dwellings until the second instalment of 33% of the Primary Education Contribution has been paid to the District Council and it shall pay the Primary Education Contribution to the Council prior to the Occupation of any more than 19 Dwellings.
- 2.3 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the final instalment of 33.3% of the Primary Education Contribution has been paid to the District Council and it shall pay the Primary Education Contribution to the Council prior to the Occupation of any more than 49 Dwellings.
- ~~2.2 In the event that the District Council issues an Acceptance Notice relating to the first 33.3% instalment of the Primary Education Contribution pursuant to paragraph 2.1 above the Owner and/or Developer shall pay the first 33.3% instalment of the Primary Education Contribution to the District Council prior to the Occupation of the 1st Dwelling.~~
- ~~2.3 In the event that the District Council issues a Rejection Notice relating to the first 33.3% instalment of the Primary Education Contribution within the period specified in paragraph 2.1 above or no Acceptance Notice or Rejection Notice relating to the first 33.3% instalment of the Primary Education Contribution is issued within the period specified in paragraph 2.1 above then the Owner and Developer shall not be required to pay the first 33.3% instalment of the Primary Education Contribution.~~
- ~~2.4 Not to Occupy the 20th Dwelling until the Second Primary Education Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the second 33.3% instalment of the Primary Education Contribution.~~
- ~~2.5 In the event that the District Council issues an Acceptance Notice relating to the second 33.3% instalment of the Primary Education Contribution pursuant to paragraph 2.4 above the Owner and/or Developer shall pay the second 33.3% instalment of the Primary Education Contribution to the District Council prior to the Occupation of the 20th Dwelling.~~
- ~~2.6 In the event that the District Council issues a Rejection Notice relating to the second 33.3% instalment of the Primary Education Contribution within the period specified in paragraph 2.4 above~~

~~or no Acceptance Notice or Rejection Notice relating to the second 33.3% instalment of the Primary Education Contribution is issued within the period specified in paragraph 2.4 above then the Owner and Developer shall not be required to pay the second 33.3% instalment of the Primary Education Contribution.~~

~~2.7 Not to Occupy the 50th Dwelling until the Third Primary Education Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice relating to the final 33.3% instalment of the Primary Education Contribution.~~

~~2.8 In the event that the District Council issues an Acceptance Notice relating to the final 33.3% instalment of the Primary Education Contribution pursuant to paragraph 2.7 above the Owner and/or Developer shall pay the final 33.3% instalment of the Primary Education Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~

~~2.9 In the event that the District Council issues a Rejection Notice relating to the final 33.3% instalment of the Primary Education Contribution within the period specified in paragraph 2.7 above or no Acceptance Notice or Rejection Notice relating to the final 33.3% instalment of the Primary Education Contribution is issued within the period specified in paragraph 2.7 above then the Owner and Developer shall not be required to pay the final 33.3% instalment of the Primary Education Contribution.~~

3. **SECONDARY EDUCATION CONTRIBUTION**

~~3.1 Not to Occupy the 1st Dwelling until the First~~ Not to cause permit or suffer the Occupation of the first Dwelling until the first instalment of 33% of the Secondary Education Contribution has been paid to the District Council and it shall pay

~~Secondary Education Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice relating to the first 33.3% instalment of the Secondary Education Contribution.~~ ~~3.2 In the event that the District Council issues an Acceptance Notice relating to the first 33.3% instalment of the Secondary Education Contribution pursuant to paragraph 3.1 above the Owner and/or Developer shall pay the first 33.3% instalment of the Secondary Education Contribution to the District Council prior to the Occupation of the 1st Dwelling.~~

~~3.3 In the event that the District Council issues a Rejection Notice relating to the first 33.3% instalment of the Secondary Education Contribution within the period specified in paragraph 3.1 above or no Acceptance Notice or Rejection Notice relating to the first 33.3% instalment of the Secondary Education Contribution is issued within the period specified in paragraph 3.1 above then the Owner and Developer shall not be required to pay the first 33.3% instalment of the Secondary Education Contribution.~~

~~3.4 Not to Occupy the 20th Dwelling until the Second Secondary Education Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the second 33.3% instalment of the Secondary Education Contribution.~~

~~3.5 In the event that the District Council issues an Acceptance Notice relating to the second 33.3% instalment of the Secondary Education Contribution pursuant to paragraph 3.4 above the Owner and/or Developer shall pay the second 33.3% instalment of the Secondary Education Contribution to the District Council prior to the Occupation of the 20th Dwelling.~~

~~3.6 In the event that the District Council issues a Rejection Notice relating to the second 33.3% instalment of the Secondary Education Contribution within the period specified in paragraph 3.4 above or no Acceptance Notice or Rejection Notice relating to the second 33.3% instalment of the Secondary Education Contribution is issued within the period specified in paragraph 3.4 above then the Owner and Developer shall not be required to pay the second 33.3% instalment of the Secondary Education Contribution.~~

~~3.7 Not to Occupy the 50th Dwelling until the Third Secondary Education Contribution Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the final 33.3% instalment of the Secondary Education Contribution.~~

~~3.8 In the event that the District Council issues an Acceptance Notice relating to the final 33.3% instalment of the Secondary Education Contribution pursuant to paragraph 3.7 above the Owner and/or Developer shall pay the final 33.3% instalment of the Secondary Education Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~

~~3.9 In the event that the District Council issues a Rejection Notice relating to the final 33.3% instalment of the Secondary Education Contribution within the period specified in paragraph 3.7 above or no Acceptance Notice or Rejection Notice relating to the final 33.3% instalment of the Secondary Education Contribution is issued within the period specified in paragraph 3.7 above then the Owner and Developer shall not be required to pay the final 33.3% instalment of the Secondary Education Contribution.~~ the Primary Education Contribution to the Council prior to the Occupation of the first Dwelling.

3.2 Not to cause permit or suffer the Occupation of any more than 19 Dwellings until the second instalment of 33% of the Secondary Education Contribution has been paid to the District Council and it shall pay the Secondary Contribution to the Council prior to the Occupation of any more than 19 Dwellings.

3.3 Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the final instalment of 33.3% of the Secondary Education Contribution has been paid to the District Council and it shall pay the Secondary Education Contribution to the Council prior to the Occupation of any more than 49 Dwellings.

4. SPECIAL EDUCATION NEEDS CONTRIBUTION

4.1 Not to ~~Occupy the 50th Dwelling~~ cause permit or suffer the Occupation of any more than 49 Dwellings until the Special Education Needs Contribution ~~Notice~~ has been submitted-paid to the District Council and it ~~has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice or Rejection Notice relating to the Special Education Needs Contribution.~~ shall pay the Special Education Needs Contribution to the Council prior to the Occupation of any more than 49 Dwellings.

5. CALCULATION OF EDUCATION CONTRIBUTION

5.1 Where Reserved Matters have been approved for the whole of the Development prior to the due date for payment of the first payment in respect of an Education Contribution that Education Contribution shall be calculated by applying the Composition of the Development as established by the approval of Reserved Matters.

5.2 Where an Education Contribution or as applicable instalment of an Education Contribution falls due for payment prior to the approval of Reserved Matters for the whole of the Development it shall be calculated on the basis that the Development shall comprise 150 Dwellings in accordance with the Assessment Mix PROVIDED THAT where a second or subsequent instalment falls due after Reserved Matters are approved for the whole of the Development and the calculation of that Education Contribution applying the Composition of the Development established by the approval of Reserved Matters for the whole of the Development is a lesser sum that second or subsequent instalment shall be adjusted to reflect any overpayment made by way of the earlier instalment(s) to ensure that the total Education Contribution payable reflects the Composition of the Development as established by the approval of Reserved Matters for the whole of the Development.

5.3 If following the approval of Reserved Matters for the whole of the Development and/or payment of an Education Contribution the Composition of the Development as previously applied or as applicable established is varied (further to an application for approval of Reserved Matters or approval of a non material change to the Planning Permission or otherwise) and the calculation of the Education Contribution applying the revised Composition of the Development results in a higher figure the Owner shall pay to the County Council the difference prior to implementation of the

permission which results in the increase. PROVIDED ALWAYS THAT if following the due date for payment of an Education Contribution or as applicable final instalment of an Education Contribution the Composition of the Development as previously applied or as applicable established is varied and the calculation of the Education Contribution applying the revised Composition of the Development results in a lower figure the County Council shall not be under any obligation to repay any part of the Education Contribution that has been received.

~~4.2 In the event that the District Council issues an Acceptance Notice relating to the Special Education Needs Contribution pursuant to paragraph 4.1 above the Owner and/or Developer shall pay the Special Education Needs Contribution to the District Council prior to the Occupation of the 50th Dwelling.~~

~~4.3 In the event that the District Council issues a Rejection Notice relating to the Special Education Needs Contribution within the period specified in paragraph 4.1 above or no Acceptance Notice or Rejection Notice relating to the Special Education Needs Contribution is issued within the period specified in paragraph 4.1 above then the Owner and Developer shall not be required to pay the Special Education Needs Contribution.~~

~~5. **WAIVER**~~

~~5.1 The Owner and/or Developer may at any time by giving written notice to the District Council waive the requirement that an Acceptance Notice is required to be issued in respect of the first 33.3% instalment of Primary Education Contribution and/or the second 33.3% instalment of the Primary Education Contribution and/or the final 33.3% instalment of the Primary Education Contribution and/or the first 33.3% instalment of the Secondary Education Contribution and/or the second 33.3% of the Secondary Education Contribution and/or the final 33.3% of the Secondary Education Contribution and/or the Special Education Needs Contribution prior to the payment of the relevant instalment of the Primary Education Contribution and/or Secondary Education Contribution and/or Special Education Needs Contribution and pay the Primary Education Contribution and/or Secondary Education Contribution and/or Special Education Needs Contribution in accordance with or in advance of the restrictions set out above.~~

SCHEDULE 26

HIGHWAY WORKS

PART 1

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the Highway Works and shall have the following meanings throughout this Deed:

"Highways Agreement" means an agreement made pursuant to inter alia section 278 of the Highways Act 1980 substantially in accordance with the template form annexed to this Deed as Appendix 7 (but subject to revisions to cater for the matters identified on the annex to the template) which provides for the execution of the Highway Works by the Owner and/or Developer at the Owner's and/or Developer's expense and where there may be a separate Highways Agreement for the Permanent Highway Works and the Temporary Highway Works

"Highway Works" means either the Permanent Highway Works or the Temporary Highway Works

"Permanent Highway Works" means the works set out in Part 3 of this Schedule

"Permanent Works Drawing" means David Tucker Associates drawing reference 14042-30 Rev B attached to this Agreement at Appendix 9

"Plot 3" means plot 3 of the Employment Development as shown on the Parameters Plan

"Temporary Highway Works" means the works set out in Part 2 of this Schedule

"Temporary Works Drawing" means David Tucker Associates drawing reference ~~44042-34 rev-B~~ 14042-32 Rev E attached to this Agreement at Appendix 8

2. The Owner and Developer undertakes to the County Council that ~~save where an agreement has previously been entered into with the County Council for the delivery of the Temporary Highway Works or the Permanent Highway Works not to cause or permit Implementation until:-~~

2.1 save where an agreement has previously been entered into with the County Council for the delivery of the Temporary Highway Works not to cause or permit Implementation of the Residential Development or Plot 3 until the principal drawings for the Temporary Highway Works together with associated drawings, technical information, details of the land to be dedicated and the length of the construction works have been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the drawings or make comments or proposed amendments to the Owner and/or Developer.

- 2.2 ~~2.1~~ the principal drawings for the Temporary Highway Works or save where an agreement has previously been entered into with the County Council for the delivery of the Permanent Highway Works not to cause or permit Implementation of the Employment Development with the exception of Plot 3 until the principal drawings for the Permanent Highway Works together with associated drawings, technical information, details of the land to be dedicated and the length of the construction works have been submitted to the County Council and it has allowed the County Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the drawings or make comments or proposed amendments to the Owner and/or Developer.
3. ~~2.2~~ In the event that the County Council approves the drawings, technical information, land to be dedicated and length of construction works pursuant to paragraph 2.1 or 2.2 above to enter into a Highway Agreement incorporating the agreed details.
4. ~~2.3~~ In the event that the County Council issues a response within the period specified in paragraph 2.1 or 2.2 above which is not an approval then the Owner and/or Developer shall make any reasonable and proper amendments to the drawings, technical information, land to be dedicated and the length of the construction works to reflect any comments or proposed amendments from the County Council and shall thereafter enter into a Highway Agreement incorporating the revised details.
5. ~~2.4~~ In the event that the County Council does not issue a response within the period specified in paragraph 2.1 or 2.2 above then the Owner and Developer shall enter into a Highway Agreement incorporating the submitted details.
6. ~~3.~~ The Owner and Developer further undertakes with the County Council
- 6.1 not to cause or permit the Occupation of any Dwelling or Plot 3 at the Site until the ~~part of the Temporary Highway Works or Permanent~~ Highway Works (and any related preparatory and ancillary works and amenity and accommodation works but which for the avoidance of doubt shall exclude para 1.3 of Part 2) have been completed pursuant to and in accordance with the Highways Agreement or other agreement with the County Council.
- 6.2 not to cause or permit the Occupation of any Employment Floorspace with the exception of Plot 3 at the Site until the Permanent Highway Works (and any related preparatory and ancillary works and amenity and accommodation works but which for the avoidance of doubt shall exclude para 1.3 of Part 2) have been completed pursuant to and in accordance with the Highways Agreement or other agreement with the County Council.

PART 2

TEMPORARY HIGHWAY WORKS DESCRIPTION

1. **Temporary Principal Works**
- The provision and construction of the following works (the "**Temporary Principal Works**"):-
- 1.1 Temporary access arrangements on Howes Lane
- 1.2 ~~access~~ Access bellmouth to 7.3m wide temporary access road, ~~3m~~ a footway/cycleway ~~linking the south of the access junction via a refuge crossing of Howes Lane to a 3m footway/cycleway leading south along the east side of Howes Lane to connect with existing cycle facility at connecting the temporary access road to~~ the roundabout junction with Middleton Stoney Road, ~~and a separate~~ pedestrian access leading to a new signalised pedestrian crossing of Howes ~~Lane~~ lane and footway connection on the east side of Howes Lane to existing public footpath leading to Wansbeck Drive, as shown indicatively on the Temporary Works Drawing; and
- 1.3 the removal of the above works or at the election of the Owner or the Developer payment of the sum of £50,000 (fifty thousand pounds) (Index Linked (Baxter)) in lieu of removal of the above works.

2. PREPARATORY AND ANCILLARY WORKS

The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Temporary Principal Works such alteration thereof) as the Council shall consider requisite for the proper construction and functioning of the Temporary Principal Works including:-

- 2.1 all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works;
- 2.2 all culverts ditches and other things necessary to ensure the satisfactory movement of surface water;
- 2.3 all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works;
- 2.4 all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs;
- 2.5 all kerbs islands verges and reservations including the grading and seeding of grassed areas;
- 2.6 all measures necessary to ensure visibility for drivers at any bend or junction;
- 2.7 all traffic signs, road markings, bollards and safety barriers; and
- 2.8 all tapers, joints and reinstatements necessary where the Principal Works abut the existing highway.

3. AMENITY AND ACCOMMODATION WORKS

The provision and construction of all such amenity and accommodation works as the County Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Temporary Principal Works including:-

- 3.1 any earth bunds and/or planting necessary to screen the Temporary Principal Works;
- 3.2 all fences gates hedges and other means of separation of the Temporary Principal Works from adjoining land;
- 3.3 any necessary alteration of any private access or private or public right of way affected by the Temporary Principal Works; and
- 3.4 any necessary embankments retaining walls or other things necessary to give support to adjoining land.

PART 3

PERMANENT HIGHWAY WORKS DESCRIPTION

1. Principal Works

- 1.1 The provision and construction of the following works (the "**Permanent Principal Works**"):

Access arrangements on Middleton Stoney Road: Extension of 40 mph speed limited westwards on Middleton Stoney Road subject to consultation, Access bellmouth to 7.3m wide access road, ghost island priority junction with Middleton Stoney Road, footway to the ~~wa~~west of the junction leading to dropped kerb crossing of Middleton Stoney Road with pedestrian refuge, footway and hardstanding for a bus stop on the south side of Middleton Stoney Road, bus layby to the east on Middleton Stoney Road, and 3m footway/cycleway linking the access junction with a crossing of the Howes Lane ~~are~~arm of the Middleton Stoney Road/Vendee Drive/Howes Lane roundabout

junction and connection to the footway/cycleway link to the temporary access road: all as shown indicatively on the Permanent Works Drawing.

2. **Preparatory and Ancillary Works**

The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Permanent Principal Works such alteration thereof) as the County Council shall consider requisite for the proper construction and functioning of the Principal Works including:

- 2.1 all earthworks and other things necessary to prepare the site and provide proper support for the Permanent Principal Works
- 2.2 all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- 2.3 all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Permanent Principal Works
- 2.4 all ducts cables columns lamps and other things necessary for the permanent lighting of the Permanent Principal Works and the illumination of traffic signs
- 2.5 all kerbs islands verges and reservations including the grading and seeding of grassed areas
- 2.6 all measures necessary to ensure visibility for drivers at any bend or junction
- 2.7 all traffic signs, road marking, bollards and safety barriers
- 2.8 all tapers, joints and reinstatements necessary which the Permanent Principal Works about the existing highway.

3. **Amenity and Accommodation Works**

The provision and construction of all such amenity and accommodation works as the County Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Permanent ~~Principal~~ Highway Works including:

- 3.1 any earth bunds and/or planting necessary to screen the Permanent ~~Principal~~ Highway Works
- 3.2 all fences gates hedges and other means of separation of the Permanent ~~Principal~~ Highway Works from the adjoin land
- 3.3 any necessary alteration of any private access or private or public right of way affected by the Permanent ~~Principal~~ Highway Works
- 3.4 any necessary embankments retaining walls or other things necessary to give support to adjoining land.

SCHEDULE 27

SCHEDULE 27

STRATEGIC HIGHWAY – SAFEGUARDING

In the event that the Inspector in determining the Planning Appeal expressly states in the Decision Letter that the obligations set out in this Schedule are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 then the Owner and Developer shall be required to comply with the obligations subject to any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter provided that where the Inspector determines that the obligations set out in this Schedule are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations in this Schedule shall cease or shall be limited as determined by the Inspector in the Decision Letter and the Owner and Developer shall be released from their obligation to comply with them or shall comply with the limited obligation as the case may be.

1. The following definitions relate to the safeguarding of the Strategic Highway and shall have the following meanings throughout this Deed:

Licence	means a licence for access to land to construct the Strategic Highway in the form of the draft licence attached to this Deed as Appendix 2 subject to such amendments as may be proposed by the County Council, the District Council or the Owner and Developer and approved by the others
Strategic Road Land	means the part of the Site shown shaded pink on Plan 2 (drawing 14042-48-2 14042-52-2 Rev A)
Commencement Notice	Commencement Notice as that term is defined in the Licence
Dedication Notice	a notice from the County Council advising as to its intention to issue a certificate of completion for the Strategic Highway (or at the absolute discretion of the County Council part of it located on the Strategic Road Land) and a plan depicting the parts of the Strategic Road Land which are intended to be dedicated as highway
Deposit Sum Acceptance Notice	means a notice issued by the Owner or Developer to the District Council stating that the Owner and or Developer is willing to deposit the Deposit Sum in accordance with this Schedule means a sum calculated pursuant to paragraph 2.6 of this Schedule
Licence Date	the earlier of the Judicial Review Date (as that term is defined in the Licence) and means the date of Implementation
Major Infrastructure Payment Contribution Notice	means a notice issued by the Owner or Developer to the County Council stating that the Owner or Developer is willing to pay the Major Infrastructure Payment in accordance with this Schedule
Strategic Highway	the central spine road and associated roads required to serve the North West Bicester Development as identified in planning application reference number 14/01968/F
Strategic Highway Agreement	the agreement which it is proposed should be entered into with the County Council and the District Council for the construction and delivery of the Strategic Highway
Strategic Road Completion Date	the date of issue of the certificate of completion by the County Council for the Strategic Highway.

2. SAFEGUARDING OF STRATEGIC ROAD LAND

The Owner and Developer undertake with the District Council and County Council:-

2.1 Safeguarding of Strategic Road Land

- 2.1.1 Subject to the terms of this Deed and the Licence to set aside the Strategic Road Land and not to cause or permit anything to be done which may materially delay or prejudice in any way the use of the Strategic Road Land for the construction of the Strategic Highway including for the installation of services that may be required to serve the Strategic Highway;
- 2.1.2 without prejudice to the generality of paragraph 2.1 not to cause or permit any works to take place on the Strategic Road Land including causing or permitting any engineering works or building works to be undertaken or constructed on it or causing or permitting it to be otherwise developed save that this shall not preclude:-
- (a) passing over the Strategic Road Land with or without vehicles for the purpose of undertaking the Development provided always that this shall be coordinated with the Road Developer (as that term is defined in the Licence) after the Commencement Notice (as that term is defined in the Licence) has been given further to the Licence;
 - (b) maintaining the Strategic Road Land in a clean and tidy condition and otherwise as may be required by a condition in the Planning Permission or any Qualifying Permission (prior to the date of the Commencement Notice);
 - (c) installing services under (including across but beneath) or adjacent to the Strategic Road Land that may be required to serve the Development (as may be varied from time to time) in locations that have previously been approved in writing by the County Council; and
 - (d) constructing any roadway on the Strategic Road Land in accordance with detailed plans and specifications that have ~~approved pursuant to the Planning Permission~~ been approved in writing by the County Council.

PROVIDED THAT the obligations in 2.1.1 and 2.1.2 above shall cease to apply in respect of any part of the Strategic Road Land which is not included in the Dedication Notice

2.2 Licence

~~2.2 Licence~~

- 2.2.1 ~~The Owner and the Developer covenant with the Councils to enter into the Licence on or before the Licence Date and not to cause or permit implementation of the Development until it has executed~~ From the Licence Date the Owner may deliver it to the County Council the executed Licence released for execution and completion by the Councils and the Owner shall if requested to do so by the County Council in writing execute a Licence in triplicate and ~~delivered within 14 days of the request being made deliver~~ it to the County Council released for execution and completion by the Councils.
- 2.2.2 The Owner and the Developer acknowledge that it is the intention that the Strategic Highway Agreement shall be completed as soon as reasonably practicable and the Owner and Developer agree that they will join in the Strategic Highway Agreement for the purpose of incorporating into the Strategic Highway Agreement provisions corresponding to those contained in the Licence and as applicable to this schedule.

2.3 Agreement to Dedicate

~~2.3.1~~ The Developer and Owner agree that forthwith on the issue by the County Council of the certificate of completion for the Strategic Highway (or such part of the Strategic Highway as the County Council may select) there shall be deemed to have been dedicated as public highway for all public highway purposes (including by mechanical propelled vehicles) the Strategic Road Land (or such different parts of it identified with the Dedication Notice) and it shall thereafter subject to the provisions of the Strategic Highway Agreement be maintainable at the public expense.

2.4 Noting at Land Registry

~~2.4.1~~ The Owner and Developer agree with the Councils that they will consent to the following and provide the County Council with all reasonable assistance and all reasonable documentation to affect the same:

2.4.1 ~~(a)~~ the noting of provisions of paragraph 2.3.1 (agreement to dedicate all or part of the Strategic Road Land) on the register of title number ON271407

2.4.2 ~~(b)~~ the noting of provisions of paragraph 2.2.1 (agreement to grant licence) on the register of title number ON271407.

2.5 Cost Contribution

2.5.1 Any definition used in this paragraph or in Part ~~2-Two~~ of this Schedule which does not appear elsewhere in this Agreement but does appear in Part ~~2-Two~~ of this Schedule shall be given the meaning allocated to it in Part ~~2-Two~~ of this Schedule.

2.5.2 The Owner and the Developer covenant with the Councils not to cause or permit any Implementation at the Site until they have either:

(a) entered into an agreement with the Councils and such other parties (if any) as may be agreed by the Councils and the Owner and the Developer for the Owner and the Developer to contribute toward the funding of the Strategic Highway in accordance with the terms set out in Part Two of this Schedule being the Major Infrastructure Payment (or otherwise entered into an agreement which has been approved by the Councils for the purpose of discharging this obligation) PROVIDED THAT it is agreed that A2Dominion Developments Limited (company registration number 05585321) are ~~approved~~ agreed by the parties as a party for such agreement and PROVIDED FURTHER THAT the Owner and/or the Developer shall have provided security in accordance with Part Two of this Schedule; or

(b) (where the Strategic Highway has been completed) ~~provided the Major Infrastructure Payment Notice in respect of paid~~ the Major Infrastructure Payment to the party that has undertaken the Strategic Highway works; or

(c) ~~provided the Deposit Sum Acceptance Notice deposited with the District Council a sum calculated pursuant to paragraph 2.7 and 2.9 of this Schedule the Deposit Sum to be held by the District Council as security for the funding payment of the Major Infrastructure and for payment of the Network Rail Payment and no other purpose. Payment due from the Owner.~~

2.6 Calculation of Deposit Sum

~~2.6 Major Infrastructure Payment~~

~~2.6.1 Not to Implement the Development until the Major Infrastructure Payment Contribution Notice has been submitted to the relevant Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice relating to the Major Infrastructure Payment.~~

~~2.6.2 — In the event that the District Council issues an Acceptance Notice relating to the Major Infrastructure Payment pursuant to paragraph 2.6.1 above the Owner and/or Developer shall pay the Major Infrastructure Payment to the relevant Council prior to the Implementation of the Development.~~

~~2.6.3 — In the event that the relevant Council issues a Rejection Notice relating to the Major Infrastructure Payment within the period specified in paragraph 2.6.1 above or no Acceptance Notice or Rejection Notice relating to the Major Infrastructure Payment is issued within the period specified in paragraph 2.6.1 above then the Owner and Developer shall not be required to pay the Major Infrastructure Contribution.~~

~~2.7 — Deposit Sum~~

~~2.7.1 — Not to Implement the Development until the Deposit Sum Acceptance Notice has been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and give to the Owner and/or Developer an Acceptance Notice relating to the Deposit Sum.~~

~~2.7.2 — In the event that the District Council issues an Acceptance Notice relating to the Deposit Sum pursuant to paragraph 2.7.1 above the Owner and/or Developer shall pay the Deposit Sum to the District Council prior to the Implementation of the Development.~~

~~2.7.3 — In the event that the District Council issues a Rejection Notice relating to the Deposit Sum within the period specified in paragraph 2.7.1 above or no Acceptance Notice or Rejection Notice relating to the Deposit Sum is issued within the period specified in paragraph 2.7.1 above then the Owner and Developer shall not be required to pay the Deposit Sum.~~

~~2.8 — Major Infrastructure Payment and Deposit Sum Amounts~~

~~2.8.1 Not to Implement Development until The approval or deemed approval of the proposed amount of the Major Infrastructure Payment and the Deposit Sum amounts have been submitted to the District Council and it has allowed the District Council a minimum of 28 Working Days to consider the same and if it chooses to do so to either approve the amounts or make comments or propose amendments to the Owner and/or Developer. shall be in accordance with the following process:~~

~~(a) The Owner and the Developer shall submit to the County Council its estimate of the amount of the Major Infrastructure Payment and its proposal for the amount of the Deposit Sum and the Owner and the Developer shall allow the County Council a minimum of 28 days in which to respond.~~

~~(b) In the event that the County Council does not respond within the period set out in paragraph 2.9.1 above then the Owner and Developer shall write to the County Council providing it with a further 14 days in which to respond after which if no response is received the Owner and Developer shall be entitled to proceed on the basis that the estimated amount of the Major Infrastructure Payment and the proposed Deposit Sum is deemed approved.~~

~~(c) In the event that the County Council approves the estimated amount of the Major Infrastructure Payment and the proposed Deposit Sum or it is deemed approved pursuant to paragraph **Error! Reference source not found.** above then the Owner and the Developer shall pay such amount in accordance with paragraph **Error! Reference source not found.** of this Schedule 27~~

~~(d) In the event that the Council does not approve the estimated amount of the Major Infrastructure Payment and/or the proposed Deposit Sum and provides an alternative amount then the Owner and Developer shall consider the alternative amount and confirm to the County Council whether such amount is agreed~~

(e) In the event that the Owner and the Developer do not agree with the alternative amount then they may make submissions to the County Council with a view to agreeing an amount or alternatively seek to refer matters to Dispute Resolution pursuant to clause 7.

~~2.8.2 In the event that the District Council approves amounts pursuant to paragraph 2.8.1 above to pay the agreed amounts in accordance with this Schedule.~~

~~2.8.3 In the event that the District Council issues a response within the period specified in paragraph 2.8.1 above which is not an approval to make any reasonable and proper amendments to the amounts to reflect any comments or proposed amendments from the District Council and thereafter pay the revised amounts in accordance with this Schedule.~~

~~2.8.4 In the event that the District Council does not issue a response within the period specified in paragraph 2.8.1 above to pay the amounts as submitted in accordance with paragraph 2.8.1 above.~~

~~2.9 The sums proposed shall be:-~~

(f) The Deposit Sum shall be based on a reasonable estimate of the Major Infrastructure Payment; including the actual amount of any Owner's Works Costs or a reasonable proportion of them relative to the works completed.

~~2.9.2 if the Owner or the Developer has undertaken any part of the Owner Infrastructure Works then the Owner's Works Costs or a reasonable proportion of them relative to the works completed shall be taken in to account in working out the anticipated level of the Major Infrastructure Payment;~~

~~2.6.2 2.10~~ The Owner shall ensure that the charge to be granted pursuant to the agreement pursuant to referred to in paragraph 2.5.2(a) will be a first ranking legal charge.

~~2.6.3 2.11~~ Where both:

(a) ~~2.11.1~~ the Owner has provided a deposit pursuant to paragraph 2.5.2(c) or security in conjunction with an agreement pursuant to paragraph 2.5.2(a); and

(b) ~~2.11.2~~ the part of the Strategic Highway Owner Infrastructure comprised in the Development has been completed;

~~2.12~~ the Owner shall be entitled to:

(c) ~~2.12.1~~ require a reduction in the ~~said deposit~~ Deposit Sum by repeating the procedure in this paragraph ~~2.8~~ **Error! Reference source not found.** and upon conclusion of such procedure the relevant part of the ~~deposit~~ Deposit Sum (if not the whole) shall be released to the Owner and if required in the Owner's discretion the balance of the ~~deposit~~ Deposit Sum may be replaced by a first legal charge in accordance with paragraph ~~2.1~~ of Part Two of this Schedule; or

(d) ~~2.12.2~~ require a variation of any first legal charge provided in accordance with paragraph ~~2.1~~ of Part Two of this Schedule so as to provide security for the Major Infrastructure Payment as recalculated (that is after deducting the Owner's Works Costs)

~~2.6.4~~ Once the Major Infrastructure Payment has been paid any balance of the Deposit Sum then held by the District Council shall be repaid to the Owner.

Part Two

Application: the application for the MI Planning Permission submitted on 24 November 2014 and given reference: 14/01968/F or such other application for same development (and in all cases subject to any non-material revisions)

Major Infrastructure: the following items

Road tunnel under Railway
Pedestrian/Cycle tunnel under Railway
Road run up to Tunnel (120m)
Road extending from Tunnel to Lords Lane on Main site (circa 580m)
Road extending from Tunnel to Howes Lane Roundabout on TVPA site (circa 650m)
Road extending from Tunnel to Howes Lane Roundabout on Bonner site (circa 700m)
Road/Bus Lane from Howes Lane to edge Pains land
Road widening works (circa 100m)
Works to existing roundabout

and any other works reasonably necessary to delivery highway infrastructure in accordance with the Application

but excluding for the avoidance of doubt the Network Rail Payment.

Major Infrastructure Contribution: a sum calculated as follows:

1.73% x Major Infrastructure Costs

Major Infrastructure Costs: the reasonable and proper costs incurred by the party undertaking the Major Infrastructure Works in constructing the Major Infrastructure only (and where costs are incurred in connection with the provision of the Major Infrastructure and other works or development then only a fair and reasonable proportion of such costs that directly relate to Major Infrastructure shall form Major Infrastructure Costs) including:

- (a) preparing the Application and all necessary documentation required for its submission and progressing the same;
- (b) trying to obtain or obtaining a satisfactory MI Planning Permission;
- (c) trying to obtain or obtaining any order for the stopping up or diverting of any highway footpath or bridleway necessary for the carrying out of the Major Infrastructure Works;
- (d) procuring the appointment of members of the professional team relating to the Major Infrastructure Works;
- (e) the fees and disbursements of the professional team appointed;
- (f) legal fees incurred in the negotiation and procurement of all agreements relating to the Major Infrastructure including contributions toward the Major Infrastructure and Network Rail Payment and agreements with Network Rail;
- (g) the carrying out of the Major Infrastructure Works and all fees payable to any third parties in connection therewith;
- (h) any VAT on any of the items specified above unless recoverable by the payer; and
- (i) actual interest and costs incurred in funding the construction of the Major Infrastructure Works.

PROVIDED THAT there shall be no double-counting of costs so cost incurred under any one head of expenditure. ~~shall not fall within any other head of expenditure~~

Major Infrastructure Payment: equals a sum calculated as follows:

(Major Infrastructure Contribution + Network Rail Contribution) – Owner’s Works Costs

Major Infrastructure Works: the works necessary to construct the Major Infrastructure.

Master Plan: the written plan which sets out the framework for the development of the North West Bicester Development and the spatial relationships of the elements of the developments and as submitted on behalf of A2 Dominion Developments Limited to the District Council on 21 March 2014 and updated and resubmitted on 6 June 2014 and any variation of the Master Plan

MI Planning Permission: a planning permission satisfactory to the party undertaking the Major Infrastructure Works for the carrying out of works of Major Infrastructure granted pursuant to the Application.

Network Rail Payment: the amount of monies to be paid to Network Rail for the right to construct the road tunnel comprised in the Major Infrastructure Works and ancillary access rights and ensuing dedication of the road in the tunnel

Network Rail Contribution: a sum calculated as follows:

1.73% x Network Rail Payment

subject to ~~such a~~ maximum sum ~~as may have been agreed~~ of £200,000

Owner Infrastructure: any part of the Major Infrastructure constructed on the Site by the Owner under the provisions of the MI Planning Permission and/or the Planning Permission or any variation or renewal of them or new planning permission granted as may be necessary to serve any development to be constructed on the Site and shall include the construction of the road works shown on Plan 4-2 and all related pathways, drainage, other services, lighting and landscaping or such variation to such works as may be approved by the ~~Councils (such approval not to be unreasonably withheld or delayed)~~ — County Council

Owner’s Works: the works necessary to construct Owner Infrastructure

Owner’s Works Costs: the costs incurred in constructing and completing the Owner’s Works whether incurred by the Owner or a third party

1. The agreement will provide for the Owner and the Developer to pay the Major Infrastructure Payment (credit being given for any part of the Major Infrastructure Payment paid from the Deposit Sum) and no later than the date of that agreement shall provide security for such payment which may be, if so required by the Councils, a first legal charge in favour of the Councils in a form agreed between the Owner, the Developer, the party undertaking the Strategic Highway works and ~~(where a party)~~ the Councils to be granted by the Owner over such part of the Site as is proposed by the Owner and approved by the other parties ~~such approval not to be withheld where such area by the~~ grants reasonably sufficient security for the Major Infrastructure Payment and is proposed by the Owner and approved by the other parties.
2. The above funding and security provisions may be replaced by comparable provisions in the Strategic Highways Agreement or replaced by the transfer of the Deposit Sum from the District Council to the party undertaking the Strategic Highway Works PROVIDED THAT once the first legal charge has been put in place the Owner shall be entitled to the repayment of the Deposit Sum.
3. The first legal charge referenced in paragraph 2-1 of this Part Two above shall provide for the Owner to be entitled to seek the consent to the release of any part of the Site, from the Councils and the party undertaking the Strategic Highway works, which is charged ~~and such consent shall not be withheld~~ where the land remaining subject to the charge (or any land offered in substitution therefore, which the Owner shall be entitled to do in order or procure the release of any part of the Site from the charge) provides reasonably sufficient security for the Major Infrastructure Payment.

Signed as a Deed by JOHN LAWRENCE BONNER
in the presence of

.....
Signature of JOHN LAWRENCE
BONNER

.....
Full Name (Witness)

.....

.....

.....
Address

.....
Signature of Witness

Signed as a Deed by ANTONY WILLIAM BONNER
in the presence of

.....
Signature of ANTONY WILLIAM
BONNER

.....
Full Name (Witness)

.....

.....

.....
Address

.....
Signature of Witness

Executed as a Deed by HOWES LANE PROJECTS
LLP, acting by W H FARMS LIMITED, a member
in the presence of

.....
Signature of W H FARMS LIMITED

.....
Full Name (Witness)

.....

.....

.....
Address

.....
Signature of Witness

APPENDIX 1
PLAN 1 AND PLAN 2

APPENDIX 2
ACCESS LICENCE

APPENDIX 3
ALLOTMENT SPECIFICATION

APPENDIX 4
LANDSCAPE TECHNICAL SPECIFICATION

APPENDIX 5
CONSTRUCTION STAGE MONITORING SCHEDULE

APPENDIX 6
POST OCCUPANCY MONITORING SCHEDULE

APPENDIX 7
HIGHWAYS AGREEMENT

APPENDIX 8

**TEMPORARY WORKS PLAN (INDICATIVE) –
DAVID TUCKER ASSOCIATES DRAWING 14042-34 REV B**

APPENDIX 9
PERMANENT WORKS DRAWING

APPENDIX 10
ROUTING AGREEMENT

APPENDIX 11
PARAMETERS PLAN