**DATED 2017 Draft : 22 09 2017**

**amends 13 October 2017**

**(1) JOHN LAWRENCE BONNER AND ANTONY WILLIAM BONNER**

**(2) HOWES LANE PROJECTS LLP**

**-TO-**

**(3) CHERWELL DISTRICT COUNCIL**

**(4) OXFORDSHIRE COUNTY COUNCIL**

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| **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

**BY**:-

(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 0X16 9BE (the "**Developer**");

**AND GIVEN 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. 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 |
| "**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 |
| “Bedroom” | means a room in a Dwelling designed as a bedroom or study/bedroom and: 1. **1 Bedroomed Unit**  means a Dwelling with 1 Bedroom;
2. **2 Bedroomed Unit** means a Dwelling with 2 Bedrooms;
3. **3 Bedroomed Unit** means a Dwelling with 3 Bedrooms;
4. **4 Bedroomed Unit** means a Dwelling with 4 or more Bedrooms
 |
| "**CIL Regulations**" | means the Community Infrastructure Regulations 2010 (as may be amended from time to time) |
| "**Committed**" | means approval by the District Council or the County Council (in accordance with the relevant Councils' standard procedures) of the business case for the infrastructure for the purpose associated with the Contribution and which expressly relies on that Contribution or part of it |
| "**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 administration of and monitoring of the compliance of the obligations within this Deed  |
| "**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 drainage systems (suds) incorporating landscaped areas with balancing ponds and 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 administration of and 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 shaded blue 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):1. 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
2. for the purposes of clauses 4.4 and 4.5 and schedules 9, 11, 12, 13, 14, 16, 17 and 18 the construction of a temporary vehicular and pedestrian access (including footway along 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 3 Quarter 2016and 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 April 2017 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:-1. Index 1 Labour & Supervision 25%
2. Index 2 Plant & Road Vehicles 25%
3. Index 3 Aggregates 30%
4. 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 Quarter 2 2017 to the date the payment is made unless expressly stated otherwise |
| "**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 Quarter 2 in respect of any contributions due to the District Council and August 2017 in respect of any contribution due to the County Council to the date the payment is made unless expressly stated otherwise |
| "**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 Quarter 2 2017 in respect of any contribution to the District Council and August 2017 in respect of any contribution due to the County Council to the date the payment is made unless expressly stated otherwise |
| "**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 4% above the base lending rate of Lloyds Bank plc from time to time compounded annually |
| “Market Dwelling” | those Dwellings which are not provided as Affordable Housing  |
| "**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 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 |
| **"Parameters Plan"** | means the plan titled Parameters Plan 02 A Land Use with drawing reference 4216\_SK\_202\_A attached to this Deed at ‎Appendix 11 |
| "**Phase**" | any part of the Development which is depicted as a phase on a phasing plan approved 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 which may be granted by the Secretary of State pursuant to the Planning Appeal |
| "**Qualifying Application**" | 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 |
| "**Qualifying Permission**" | 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 |
| "**Reserved Matters**" | means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission  |
| "**Residential Development**" | means the development of up to 150 Dwellings covering an area of up to 4.5 hectares at the site as shown shaded yellow on the Parameters Plan |
| “Returns” | means the returns to be made by the Owners to the District Council and the County Council pursuant to clause ‎11.2. |
| “Return Date” | means the first day of January, first day of April, the first day July and the first day of October in each year occurring after the first Occupation of the first Dwelling until Returns have been made reporting the Occupation of all of the Dwellings at the Site |
| “Return Period” | means the period of 3 months ending on the day before a Return Date but so that the first Return Period will be the period commencing on the first Occupation of any Dwelling and ending on the day before the following Return Date and the final Return Period will be the Return Period ending on the day before the Return Date next following the first Occupation of the final Dwelling at the Site |
| "**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 or as otherwise authorised |
| "**Working Day(s)**" | means any Monday to Friday (other than Bank or public holidays) |

1. interpretation
	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. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
	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.
	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.
	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.
	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.
	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.
	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.
	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.
	10. The headings in this Deed are inserted for convenience only and shall not affect the interpretation or construction of this Deed.
2. LEGAL BASIS
	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.
	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. 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.
3. CONDITIONALITY AND OWNER'S AND DEVELOPER'S COVENANTS
	1. The obligations in the Schedules to this Deed are conditional upon:-
		1. the grant of the Planning Permission; and
		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
		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. any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter.
	2. The Owner and the Developer covenant with the District Council as set out in ‎Schedule 1 to ‎Schedule 18 and ‎Schedule 27.
	3. The Owner and Developer covenant with the County Council:-
		1. as set out in ‎Schedule 19 to ‎Schedule 27; and
		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 routeing agreement in the form or substantially in the form of the template document attached to this Agreement as ‎Appendix 10
	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.
	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.
4. CALCULATION OF CONTRIBUTIONS
	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
		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
		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
		3. 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 and Developer 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 totalnumber 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

1. MISCELLANEOUS
	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 by the District Council and the County Council and any successor to the District Council's or the County Council's functions).
	2. This Deed is capable of and may be registered as a local land charge.
	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.
	4. This Deed will come to an end if:-
		1. the Planning Appeal is dismissed;
		2. in determining the Planning Appeal, the Secretary of State or the Inspector expressly states in his decision letter that this Deed:-
			1. is an immaterial planning consideration; or
			2. that no weight can be attached to this Deed in determining the Planning Appeal;
		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
		4. the Planning Permission expires without having been Implemented.
	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. This Deed shall not be enforceable against:-
		1. with the exception of the provisions within ‎Schedule 12 which shall apply to the owners occupiers and tenants of 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;
		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;
		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;
		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 parting with such interest;
		5. anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.
	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 Qualifying Permission granted (whether or not on appeal) after the date of this Deed.
2. dispute resolution
	1. If a dispute between the parties and a Council persists 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/or County Council (as applicable) 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.
	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 ‎7.1 above then the Owner and/or Developer shall refer the dispute to an expert on the following terms:
		1. each party will bear its own costs and the Expert's costs will be paid as determined by him/her;
		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/her appointment to act;
		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;
		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.
	3. In the event that the District Council or County Council (as relevant) issues written notice within the period specified in clause ‎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.
3. 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.

1. 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.

1. 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.

1. NOTIFICATION
	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:-
		1. the proposed date of Implementation of the Development no later than three months in advance
		2. the date of actual Implementation of the Development
		3. the proposed date of Occupation of the first Dwelling
		4. the date of actual Occupation of the first Dwelling
		5. the proposed date of Occupation of 50% of the Market Dwellings
		6. the actual date of Occupation of 50% of the Market Dwellings
		7. the proposed and actual date of commencement of construction of the first Dwelling to be constructed
		8. the proposed and actual date of Occupation of the 20th Dwelling to be Occupied
		9. the proposed and actual date of Occupation of the 50th Dwelling to be Occupied
		10. the proposed and actual date of Occupation of the 100th Dwelling to be Occupied
		11. the proposed and actual date of Occupation of the final Dwelling to be Occupied
	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 11.1 or if the Owner fails to make a Return within 21 Working Days of any Return Date or makes a Return which is incomplete:-
		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
		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 11.2 shall be without prejudice to any other right or remedy of the Councils

1. 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.

1. 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.

1. NOTICE
	1. Any notice or notification to be given under this Deed shall be sent:-
		1. to the District Council to the Head of Development Management of the District Council (Application Reference 14/01675/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
		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
		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.
	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:-
		1. if delivered by hand, at the time of delivery;
		2. if sent by post, on the second Working Day after posting;
		3. if sent by recorded delivery, at the time delivery was signed for; and
		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.
	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.
2. 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.

1. 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.

1.
2. 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:-

|  |  |
| --- | --- |
| "**Health Contribution**" | means the sum of £259.46 (two hundred and fifty nine pounds and forty six pence) 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) (Index Linked (BCIS)) payable in two instalments the total of which is paid subject to the Health Contribution Condition |
| "**Health Contribution Condition**" | 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 towards this purpose within 10 years of the later of the due date or receipt of the second balancing instalment together with any interest which has accrued |

1. **HEALTH CONTRIBUTION**

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

* 1. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Health Contribution which shall be 50% of the total Health Contribution calculated in accordance with Clause 5 has been paid to the District Council and it shall pay that first instalment of the Health Contribution to the District Council prior to the Occupation of any more than 49 Dwellings
	2. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the balance of the Health Contribution calculated in accordance with Clause 5 has been paid to the District Council and it shall pay the second balancing instalment of the Health Contribution to the District Council prior to the Occupation of any more than 99 Dwellings

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1.
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:-

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| --- | --- |
| "**Police Contribution**" | means the sum of £151.30 (one hundred and fifty one pounds and thirty pence) 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) (Index Linked (CPIX)) payable in two instalments the total of which is paid subject to the Police Contribution Condition |
| "**Police Contribution Condition**" | 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 towards this purpose within 10 years of the later of the due date or receipt of the second balancing instalment together with any interest which has accrued |

1. Police contribution

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

* 1. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Police Contribution which shall be 50% of the total Police Contribution calculated in accordance with Clause 5 has been paid to the District Council and it shall pay that first instalment of the Police Contribution to the District Council prior to the Occupation any more than 49 Dwellings
	2. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the balance of the Police Contribution calculated in accordance with Clause 5 has been paid to the District Council and it shall pay the second balancing instalment of the Police Contribution to the District Council prior to the Occupation of any more than 99 Dwellings

1.
2. community Facilities BUILD

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:-

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| --- | --- |
| "**Community Facilities** " | 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 Facilities 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)) (Index Linked (BCIS)) payable in two instalments the whole of which is paid subject to the Community Facilities Build Contribution Condition |
| "**Community Facilities Build Contribution Condition**" | means the payment of the Community Facilities Build Contribution is made on the basis that it will be used by the District Council to construct and fit out the Community Facilities and that the District Council shall repay any part of the contribution which has not been spent or Committed towards this purpose within 10 years of the later of the due date or receipt of the final instalment together with any interest which has accrued |

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

1. **COMMUNITY FACILITIES BUILD CONTRIBUTION**
	1. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of the Community Facilities Build Contribution which shall be 50% of the total Community Build Contribution calculated in accordance with Clause 5 has been paid to the District Council and it shall pay that first instalment of the Community Facilities Build Contribution to the District Council prior to the Occupation of any more than 49 Dwellings
	2. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the second balance of the Community Facilites Build Contribution calculated in accordance with Clause 5has been paid to the District Council and it shall pay the second balancing instalment of the Community Facilities Build Contribution to the District Council prior to the Occupation of any more than 99 Dwellings

1.
2. 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:-

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| "**Community Development Fund Contribution**" | means the sum of £45.29 (forty five pounds and twenty nine 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)) which is paid subject to the Community Development Fund Contribution Condition |
| "**Community Development Fund Contribution Condition**" | means the payment of the Community Development Fund Contribution 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 towards this purpose within 10 years of the later of the due date or receipt of its payment together with any interest which has accrued. |
| "**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 heath 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)) which is paid subject to the Community Workers Contribution Condition |
| "**Community Workers Contribution Condition**" | means the payment of the Community Workers Contribution is made on the basis that it will be used by the District Council towards the employment of Community Development Workers and that the District Council shall repay any part of the contribution which has not been spent or Committed towards this purpose within 10 years of the later of the due date or receipt of its payment together with any interest which has accrued |

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

1. **COMMUNITY DEVELOPMENT FUND CONTRIBUTION**

Not to cause permit or suffer the Occupation of any Dwelling until the Community Development Fund Contribution has been paid to the District Council and it shall pay the Community Development Fund Contribution to the District Council prior to the Occupation of any Dwelling.

1. **COMMUNITY DEVELOPMENT WORKERS CONTRIBUTION**

Not to cause permit or suffer the Occupation of any Dwelling until the Community Workers Contribution has been paid to the District Council and it shall pay the Community Workers Contribution to the District Council prior to the Occupation of any Dwelling.

1.
2. Bicester Leisure centre Phase 1 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 Bicester Leisure Centre Phase 1 Contribution and shall have the following meanings throughout this Deed:-

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| "**Bicester Leisure Centre Phase 1 Contribution**" | means the sum of £498.48 (four hundred and ninety eight pounds and forty eight 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)) which is to be paid in two instalments and the whole of which is paid subject to the Bicester Leisure Centre Phase 1 Contribution Condition |
| "**Bicester Leisure Centre Phase 1 Contribution Condition**" | means the payment of the Bicester Leisure Centre Phase 1 Contribution is made on the basis that it will be used by the District Council towards Phase 1 of the Bicester Leisure Centre expansion works and that the District Council shall repay any part of the contribution which has not been spent or Committed towards this purpose within 10 years of the later or the due date or receipt of the final instalment together with any interest which has accrued |

1. **SPORTS CENTRE CONTRIBUTION**

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

* 1. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of 50% of the Bicester Leisure Centre Contribution which shall be calculated in accordance with clause 5 has been paid to the District Council and it shall pay that first instalment of the Bicester Leisure Centre Contribution to the District Council prior to the Occupation of any more than 49 Dwellings
	2. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the balance of the Bicester Leisure Centre Contribution calculated in accoradance with Clause 5 has been paid to the District Council and it shall pay the second balancing instalment of the Bicester Leisure Centre Contribution to the District Council prior to the Occupation of any more than 99 Dwellings

1.
2. 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:-

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| "**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)) which is to be paid in two instalments and the whole of which is paid subject to the Sports Pitches Contribution Condition |
| "**Sports Pitches Contribution Condition**" | 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 and that the District Council shall repay any part of the contribution which has not been spent or Committed towards this purpose within 10 years of the later of the due date or 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)) which is to be paid subject to the Sports Pitches Contribution Condition |
| "**Sports Pitches Maintenance Contribution Condition**" | 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  |

1. Sports pitches contribution

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

* 1. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the first instalment of 50% of the Sports Pitches Contribution calculated in accordance with clause 5 has been paid to the District Council and it shall pay that first instalment of the Sports Centre Contribution to the District Council prior to the Occupation of any more than 49 Dwellings
	2. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the balance second of the Sports Pitches Contribution calculated in accordance with clause 5 has been paid to the District Council and it shall pay the second balancing instalment of the Sports Pitches Contribution to the District Council prior to the Occupation of any more than 99 Dwellings
1. sports pitches maintenance contribution
	1. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the Sports Pitches Maintenance Contribution has been paid to the District Council and it shall pay the Sports Pitches Maintenance Contribution to the District Council prior to the Occupation of any more than 99 Dwellings

1.
2. 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:

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| --- | --- |
| "**Burial Ground Contribution**" | means the sum of £10.06 (ten pounds and six 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 which is paid subject to the Burial Ground Contribution Condition |
| "**Burial Ground Contribution Condition**" | 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 towards this purpose within 10 years of the later of the due date or receipt of its payment together with any interest which has accrued |

1. burial ground contribution

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

* 1. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the Burial Ground Contribution has been paid to the District Council and it shall pay the Burial Ground Contribution to the District Council prior to the Occupation of any more than 49 Dwellings

1.
2. 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:

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| "**Waste Collection Contribution**" | 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 which is paid subject to the Waste Collection Contribution Condition |
| "**Waste Collection Contribution Condition**" | 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 towards this purpose within 10 years of the later of the due date or receipt of its payment together with any interest which has accrued |

1. Waste Collection contribution

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

* 1. Not to cause permit or suffer the Occupation of any Dwellings until the Waste Collection Contribution has been paid to the District Council and it shall pay the Waste Collection Contribution to the District Council prior to the Occupation of any Dwellings

1.
2. 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:

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| "**Employment Biodiversity Contribution**" | 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 paid subject to the Employment Biodiversity Contribution Condition |
| "**Employment Biodiversity Contribution Condition**" | 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 Employment Development and that the District Council shall repay any part of the contribution which has not been spent or Committed towards this purpose within 10 years of the later of its due date or receipt of its payment together with any interest which has accrued |
| "**Residential Biodiversity Contribution**" | 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 paid subject to the Residential Biodiversity Contribution Condition |
| "**Residential Biodiversity Contribution Condition**" | 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 Residential Development and that the District Council shall repay any part of the contribution which has not been spent or Committed towards this purpose within 10 years of the later or its due date or receipt of its payment together with any interest which has accrued |

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

1. Residential Biodiversity contribution
	1. Not to cause permit of suffer the Implementation of the Residential Development until the Residential Biodiversity Contribution has been paid to the District Council and it shall pay the Residential Biodiversity Contribution to the District Council prior to the Implementation of the Residential Development.
2. Employment Biodiversity contribution
	1. Not to cause permit of suffer the Implementation of the Employment Development until the Employment Biodiversity Contribution has been paid to the District Council and it shall pay the Employment Biodiversity Contribution to the District Council prior to the Implementation of the Employment Development.

1.
2. 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:

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| --- | --- |
| "**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:* + - 1. the arrangements by which the Owner and/or Developer will use reasonable endeavours to provide an appropriate number of construction and related trades apprenticeships starts during the construction of the Development in accordance with a target of seven apprenticeships starts in respect of the Residential Development and five apprenticeships starts in the case of the Employment Development:
				1. the apprenticeships may be delivered through the Apprenticeship & Training Company Ltd (an Oxfordshire based Skills and Funding Agency accredited Apprenticeship Training Agency) or another equivalent approach
				2. 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)
			2. 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 or successive initiatives 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
			3. 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
			4. how the Owner and/or Developer will promote and market home working at the Development
			5. 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
 |

1. Training and employment plan

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

* 1. not to cause permit of suffer the Implementation of the Residential Development until a Training and Employment Plan has been submitted to the District Council in respect of the Residential Development and it has either been approved or deemed approved by the District Council in accordance with paragraph 2.3 below; and
	2. 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 in accordance with paragraph 2.3 below
	3. The approval or deemed approval of the relevant Training and Employment Plan shall be in accordance with the following process:
		1. The Training and Employment Plan in respect of each 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. In the event that the District Council does not respond within the period set out in paragraph 2.3.1 above in respect of each Training and Employment Plan then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that the relevant Training and Employment Plan is deemed approved.
		3. In the event that the District Council approves the relevant Training and Employment Plan or it is deemed approved pursuant to paragraph 2.3.2 above then the Owner and the Developer shall implement and carry out the requirements of the relevant Training and Employment Plan during the lifetime of the Employment Development and the Residential Development (as the case may be) and prior to its implementation it shall notify the District Council in writing that the relevant Training and Employment Plan is being implemented.
		4. In the event that the District 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 District Council's reasonable comments and shall resubmit a further version of the relevant Training and Employment Plan for its approval allowing a further minimum period of 28 days for the District Council to approve the same.
		5. In the event that the District Council does not respond within the period set out in paragraph 2.3.4 above then the Owner and Developer shall serve written notice on District Council allowing a further 14 days from receipt of the notice for it to respond after which
			1. if the District Council provides comment the process set out in paragraph 2.3.4 shall be followed and
			2. if no response is forthcoming the Owner and Developer shall proceed on the basis that the relevant Training and Employment Plan as amended is deemed approved and prior to its implementation shall notify the District Council in writing that the relevant Training and Employment Plan is being implemented as amended
		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 relevant Training and Employment Plan or it is deemed approved.
		7. The Owner and Developer may at any time following receipt of the District Council’s comments on a submitted Training and Employment Plan notify the District Council that it wishes to refer the Training and Employment Plan pursuant to the Dispute Resolution provisions at clause 7.
1.
2. 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:

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| --- | --- |
| "**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 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:* + - 1. 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)
			2. the strategic approach (that will inform the content of applications for Reserved Matters) to promote community engagement through cultural events
			3. demonstrate the involvement of a public artist in drawing up and implementing the proposals
			4. 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 paid subject to the Employment Public Art Contribution Condition |
| "**Employment Public Art Contribution Condition**" | 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 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 towards this purpose within 10 years of the later of its due date or receipt of its payment together with any interest which has accrued |
| "**Residential Public Art Contribution**" | 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 and is paid subject to the Residential Public Art Contribution Condition |
| "**Residential Public Art Contribution Condition**" | 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 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 towards this purpose within 10 years of the later of its due date or receipt of its payment together with any interest which has accrued |

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

1. **obligation**
	1. To either comply with:
		1. the Cultural Wellbeing Statement obligations in paragraphs ‎2.1 to 2.2 of this Schedule; or
		2. the Residential Public Art Contribution and Employment Public Art Contribution obligations in paragraphs ‎3.1 to 3.2 this Schedule.
	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**
	1. In the event that the Owner and Developer elect to comply with the Cultural Wellbeing Statement pursuant to paragraph 11.1 above and notify the District Council accordingly
		1. not to cause permit of suffer the Implementation of the Employment Development until the Cultural Wellbeing Statement for the Employment Development has been approved or deemed approved by the District Council pursuant to paragraph 2.2 below
		2. not to cause permit of suffer the Implementation of the Residential Development until the Cultural Wellbeing Statement for the Residential Development has been approved or deemed approved by the District Council pursuant to paragraph 2.2 below
	2. The approval or deemed approval of the relevant Cultural Wellbeing Statement shall be in accordance with the following process:
		1. The Cultural Wellbeing Statement in respect of each 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 period of 28 days in which to respond.
		2. In the event that the District Council does not respond within the period set out in paragraph 2.2.1 above in respect of each Cultural Wellbeing Statement then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that the relevant Cultural Wellbeing Statement is deemed approved.
		3. In the event that the District Council approves the relevant Cultural Wellbeing Statement 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 relevant Cultural Wellbeing Statement during the lifetime of the Employment Development and/or the Residential Development (as the case may be) and prior to its implementation it shall notify the District Council in writing that the relevant Cultural Wellbeing Statement is being implemented.
		4. In the event that the District 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 District Council's reasonable comments and shall resubmit a further version of the relevant Cultural Wellbeing Statement for its approval allowing a further minimum period of 28 days for the District Council to approve the same.
		5. In the event that the District Council does not respond within the period set out in paragraph 2.2.4 above then the Owner and Developer shall give notice to the District Council allowing a further 14 days from receipt of the notice for it to respond after which
			1. if the District Council provides comment the process set out in paragraph 2.2.4 shall be followed and
			2. if no response is forthcoming the Owner and Developer shall proceed on the basis that the relevant Cultural Wellbeing Statement as amended is deemed approved and prior to its implementation shall notify the District Council in writing that relevant Cultural Wellbeing Statement is being implemented as amended
		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 relevant Cultural Wellbeing Statement or it is deemed approved.
3. The Owner and Developer may at any time following receipt of the District Council’s comments on a submitted Cultural Wellbeing Statement notify the District Council that it wishes to refer the relevant Cultural Wellbeing Statement pursuant to the Dispute Resolution provisions at clause 7**PUBLic art contributions**
	1. In the event that the Owner and Developer have elected to make payment of the Residential Public Art Contribution and Employment Public Art Contribution and notified the District Council accordingly pursuant to paragraph ‎1.1 above
		1. not to cause permit of suffer the Implementation of the Residential Development until the Residential Public Art Contribution 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.
		2. 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.

1.
2. 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:

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| --- | --- |
| "**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 provision of Affordable Housing Dwellings within a Phase in accordance with the provisions of paragraph 5.10 of this Schedule and which shall be calculated as a sum which is a financial contribution of broadly equivalent value to the Affordable Housing Dwellings that would otherwise have been provided in accordance with paragraph 50 of the NPPF 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 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:-* + - 1. Affordable Rented Housing
				1. 1 bedroom 2 person Maisonette/Flat = 36%
				2. 2 bedroom 4 person house = 38%
				3. 3 bedroom 5 person house = 17%
				4. 4 bedroom 6 person house = 3%
				5. 2 bedroom 3 person Bungalow = 6%
			2. Shared Ownership Housing
				1. 1 bedroom 2 person Maisonette = 15%
				2. 2 bedroom 4 person house = 60%
				3. 3 bedroom 5 person house = 25%

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:* + - 1. 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
			2. a scheme for the provision and completion of the Affordable Housing Dwellings in that Phase
			3. 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
			4. details of which the Affordable Housing Dwellings in that Phase will meet Building Regulations part M4(3) (Wheelchair Standards)
 |
| "**Affordable Housing Standards**" | means the design criteria with which the Affordable Housing Dwellings shall comply, namely:-* + - 1. be constructed to HCA Design and Quality Standards ("**D&QS**")
			2. Carbon Neutral as defined in 'eco-towns – A supplement to Planning Policy Statement 1'
			3. Design Council CABE Building for Life – 12 Greens
			4. Building Regulations Part M4(2)
			5. 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
			6. 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**" | 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) |
| "**Allocations Scheme**" | 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) |
| "**Chargee**" | any mortgagee or chargee 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 |
| "**Framework Affordable Housing Scheme**" | 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  |
| "**HCA**" | 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 |
| "**Help to Buy Agent**" | that organisation which is appointed by the HCA to assess eligibility for and market low cost home ownership products |
| "**Infrastructure**" | means in relation to the Affordable Housing Land:-* + - 1. roads and footpaths to serve the Affordable Housing Land
			2. temporary services for contractors and a haul road for the use of contractors
			3. adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Land
			4. pipes sewers and channels sufficient to serve the Affordable Housing Land
			5. 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:-
				1. a standard fire hydrant supply and fire hydrants in the public highway
				2. a water supply connection from the mains (size and termination)
				3. an electricity supply
				4. a gas supply (should it be required for the Affordable Housing Dwellings)
				5. a telephone spur (terminating in a junction box)
				6. 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
				7. landscaping on the Affordable Housing Land in accordance with the relevant Open Space Scheme
 |
| "**Intermediate Units**" | means the Affordable Housing 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) 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 Unit 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:

1. framework affordable housing scheme
	1. Not to cause suffer or permit Implementation of the Residential Development until the Framework Affordable Housing Scheme has been submitted to the District Council and it has been approved or deemed approved in accordance with the following:
		1. The Framework Affordable Housing Scheme shall be submitted to the District Council allowing the District Council a minimum period of 28 days in which to respond.
		2. In the event that the District Council does not respond within the period set out in paragraph 2.1.1 above in respect of the Framework Affordable Housing Scheme then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that the Framework Affordable Housing Scheme is deemed approved.
		3. In the event that the District Council approves the Framework Affordable Housing Scheme or it is deemed approved pursuant to paragraph 2.1.2 above then the Owner and the Developer shall implement and carry out the Development in accordance with the Framework Affordable Housing Scheme and prior to its implementation it shall notify the District Council in writing that the Framework Affordable Housing Scheme is being implemented.
		4. In the event that the District Council does not approve the Framework Affordable Housing Scheme and states its comments for not doing so then the Owner and Developer shall take into account the District Council's reasonable comments and shall resubmit a further version of the Framework Affordable Housing Scheme for its approval allowing a further minimum period of 28 days for the District Council to approve the same.
		5. In the event that the District Council does not respond within the period set out in paragraph 2.1.4 above then the Owner and Developer shall give notice to the District Council allowing a further 14 days from receipt of the notice for it to respond after which
			1. if the District Council provides comment the process set out in paragraph 2.1.4 shall be followed and
			2. if no response is forthcoming the Owner and Developer shall proceed on the basis that the Framework Affordable Housing Scheme as amended is deemed approved and prior to its implementation shall notify the District Council in writing that Framework Affordable Housing Scheme is being implemented as amended
		6. The Owner and Developer shall repeat the process in paragraph 2.1.4 and 2.1.5 above until such time as the Council approves the Framework Affordable Housing Scheme or it is deemed approved.
		7. The Owner and Developer may at any time following receipt of the District Council’s comments on a submitted Framework Affordable Housing Scheme notify the District Council that it wishes to refer the Framework Affordable Housing Scheme pursuant to the Dispute Resolution provisions at clause 7.
2. affordable housing phase scheme
	1. Not to Implement each Phase of the Residential Development until the Affordable Housing Phase Scheme for the relevant Phase has been submitted to and has been approved by the District Council or deeded approved and in seeking the approval of the District Council to each Affordable Housing Phase Scheme the Owner and Developer shall follow the process set out at paragraphs 2.1.1 to 2.1.6 as if each reference to the Framework Affordable Housing Scheme was a reference to the relevant Affordable Housing Phase Scheme..
3. occupation of Market housing
	1. No later than the Implementation of the Residential Development in each Phase to make a written offer to one of more Registered Provider(s) for the sale and purchase of the Affordable Housing Land within the Phase (excluding any Affordable Housing Land on which Starter Homes will be provided) 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 together with the Affordable Housing Dwellings to be constructed thereon in accordance with the Phase Affordable Housing Scheme
	2. Subject to the operation of paragraph ‎5 below,
		1. not to Occupy or cause or permit the Occupation of more than thirty per cent (30%) of the Market Dwellings in any Phase until a Registered Provider has exchanged a binding contract for the purchase of the Affordable Housing Land in that Phase together with the rights detailed in the offer and the Affordable Houses to be constructed
		2. 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 and
		3. 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 and Developer have 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.
4. transfer of affordable housing units
	1. If despite the Owner and Developer using their reasonable endeavours over a period of no less than four months from the date of the offer made pursuant to paragraph 4.1 above it has not been possible for the Owner and Developer to enter into a binding contract for the sale and purchase of the Affordable Housing Land to a Registered Provider then the Owner and Developer shall submit to the District Council
		1. all relevant correspondence demonstrating that the Owner and Developer have used their reasonable endeavours to procure that that Registered Provider takes a transfer of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon on appropriate terms
		2. details as to why the offer has been rejected by the Registered Provider(s)
		3. its proposals for a variation of to the Affordable Housing Phase Scheme to address the reasons for the Registered Provider rejecting the offer which may include a variation to the Affordable Housing Mix

allowing a minimum period of 28 days for the District Council to respond

* 1. In the event that the District Council does not respond within the period set out in paragraph 5.1 above in respect of the Owner and Developer’s use of reasonable endeavours and/or the proposals for varying the Affordable Housing Phase Scheme then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that its use of its reasonable endeavours is accepted and/or the Affordable Housing Phase Scheme is approved as amended PROVIDED THAT the Affordable Housing Mix shall not be varied without the express agreement of the District Council and in the event that revisions to the Affordable Housing Phase Scheme include revisions to the Affordable Housing Mix these shall be disregarded for the purpose of the deemed approval and shall not have effect.
	2. In the event that the District Council approves the information submitted pursuant to paragraph 5.1 above or it is deemed approved (in whole or in part) pursuant to paragraph 5.2 above then the Owner and the Developer shall make a written offer to, and use reasonable endeavours to enter into a binding contract for the sale and purchase with, one or more Registered Providers (which may include a Registered Provider nominated by the District Council) of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon in accordance with any approved (or deemed approved) revisions to the Affordable Housing Phase Scheme PROVIDED THAT in approving any information submitted by the Owner and Developer pursuant to paragraph 5.1 the District Council may approve a variation to the restriction on Occupation on Market Dwellings set out in paragraph 4.2.1
	3. In the event that the District Council does not approve the information submitted pursuant to paragraph 5.1 above and states its comments for not doing so then the Owner and Developer shall take into account the District Council's reasonable comments and shall
		1. carry out further negotiations with the Registered Provider reasonably required by the District;
		2. submit any additional information requested; or
		3. submit a further revision to the Affordable Housing Phase Scheme

as appropriate for approval allowing a further minimum period of 28 days for the District Council to approve the same and may at the same time invite the District Council to agree a variation of the restriction on Occupations of Market Dwellings as set out in paragraph 4.2.1.

* 1. In the event that the District Council does not respond within the period set out in paragraph 5.4 above then the Owner and Developer shall give written notice to the District Council allowing a further 14 days from receipt of the notice for it to respond after which
		1. if the District Council provides comment the process set out in paragraph 5.4 shall be followed again
		2. if no response is forthcoming the Owner and Developer shall proceed on the basis that information submitted including any revised Affordable Housing Phase Scheme is deemed approved PROVIDED ALWAYS THAT the Affordable Housing Mix shall not be varied without the express agreement of the District Council and in the event that revisions to the Affordable Housing Phase Scheme include revisions to the Affordable Housing Mix these shall be disregarded for the purpose of the deemed approval and shall not have effect
	2. The Owner and Developer shall repeat the process in paragraph 5.4 and 5.5 above until such time as
		1. the Council approves the Owner and Developer’s use of reasonable endeavours in negotiations with a Registered Provider or a revision to the Affordable Housing Phase Scheme until the information submitted is approved PROVIDED THAT in the event that the District Council approves information submitted by the Owner and Developer it may also approve a variation to the restriction on Occupation on Market Dwellings set out in paragraph 4.2.1; or
		2. the information submitted is deemed approved pursuant to paragraph 5.5

following which the Owner and Developer shall use reasonable endeavours to enter into a binding contract for the sale and purchase of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon in accordance with any revisions to the Affordable Housing Phase Scheme with one or more Registered Providers (which may include a Registered Provider nominated by the District Council)

* 1. If despite the Owner using its reasonable endeavours to enter into a binding contract for the sale and purchase of the Affordable Housing Dwellings with the Registered Provider(s) identified pursuant to paragraph 5.3 or 5.6 above over a period of no less than four months from the date of the second written offer the identified Registered Provider(s) is not prepared to enter into a binding contract for the purchase of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon then the Owner shall provide to the Council all relevant correspondence demonstrating that it has used its reasonable endeavours to procure that the Registered Provider takes a transfer of the Affordable Housing Land and Affordable Housing Dwellings to be constructed thereon on appropriate terms and may at the same time invite the District Council to agree a variation of the restriction on Occupations of Market Dwellings as set out in paragraph 4.2.1.The process set out in paragraphs 5.4 and 5.5 shall apply in respect of any information submitted by the Owner and Developer pursuant to paragraph 5.7 without reference to amendment to a Affordable Housing Phase Scheme
	2. Following approval or deemed approval of the information submitted to the District Council pursuant to paragraph 5.7 the Owner and Developer shall offer to transfer the Affordable Housing Land in the relevant Phase to the District Council for nominal consideration and shall allow the District Council a minimum period of
		1. 3 months to accept or reject the offer; and
		2. in the event of acceptance a further 28 days to enter into a binding contract for the transfer of the Affordable Housing Land
	3. In the event that the District Council either rejects the offer made pursuant to paragraph 5.9 or fails to respond to the same within the period allowed the Owner and Developer shall be entitled to make payment to the District Council of the Affordable Housing Contribution in respect of the Affordable Housing Dwellings that would otherwise have been provided on the Phase in accordance with the approved Phase Affordable Housing Scheme PROVIDED THAT the Affordable Housing Contribution shall be payable prior to the Occupation of any more than 30% of the Market Dwellings in the relevant Phase or such alternative restriction of the Occupation of the Market Dwellings in the Phase in place of the restriction at paragraph 4.2.1 agreed pursuant to the operation of this paragraph 5
	4. Following payment of the Affordable Housing Contribution for that particular Phase of the Development the obligation on the Owner and Developer restricting the Occupation of Market Dwellings and to retain the relevant Dwellings as Affordable Housing Dwellings for that particular Phase of the Development shall cease.
1. AFFORDABLE HOUSING LAND COVENANTS
	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.
	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.
	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.
2. chargee
	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.
	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:-
		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
		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 Distri

ct 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.

* 1. the provisions of paragraphs ‎6.1, ‎7.2.1 and ‎6.2 will not be binding on:-
		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
		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.
1. allocation of dwellings
	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:-
		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;
		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
		3. as agreed in writing by the District Council.
	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.

1.
2. 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:

|  |  |
| --- | --- |
| "**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 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 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 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 |

1. VIABILITY REVIEW
	1. Three months prior to the Implementation of the Residential Development the Owner and/or Developer may submit a Viability Review to the District Council which shall be accompanied by the Relevant Report and a Revised Affordable Housing Scheme (together the "**Accompanying Documents**").
2. VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATIOn
	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:
		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
		2. request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability.
	2. In the event that the District Council does not issue a response within the period stated at paragraph 3.1 above 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.
3. REVIEW OF VIABILITY REVIEW AND REVISED AFFORDABLE HOUSING SCHEME
	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:-
		1. the Viability Review, and
		2. if relevant, the Revised Affordable Housing Scheme
	2. Within 3 (three) calendar months of the Validation Date, the District Council may if it chooses to do so confirm in writing that either:-
		1. it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non‑Acceptance Notice**"); or
		2. 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) is agreed ("**Acceptance** **Notice**").
	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. 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 shall be deemed to be accepted.
4. REFERRAL TO THE SPECIALIST
	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 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**".
	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.
	3. In addition to the matters specified in paragraph ‎5.2, in making his determination the Specialist shall have regard to:-
		1. all relevant material submitted to him by the District Council and the Owner and/or Developer;
		2. such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
		3. the provisions of this Deed and this Schedule.
	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 Revised Affordable Housing Scheme should apply subject to any amendments that he or she shall impose (the "**Decision**") then the Owner and/or Developer shall thereafter 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.
5. EXPIRY OF VIABILITY REVIEW AND revised AFFORDABLE SCHEME
	1. Any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months:-
		1. from the date of its preparation; or
		2. if the District Council or its surveyor requested further information resulting in its revision from the Validation Date; and
		3. where the Owner and the Developer have not Commenced the Development.
	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 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.
6.
7. 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:

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| --- | --- |
| "**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:-* + - 1. an energy demand assessment which:-
				1. estimates total energy demand in kWh/year
				2. estimates hot water demand in kWh/year and
				3. estimates residential electrical demands (kWh/year).
			2. energy demand reduction proposals, which provides details of how energy demand will be reduced through design and specification and the estimated carbon savings
			3. an energy generation strategy which specifies energy generation technologies proposed to be used and their outputs in kWh/year
			4. carbon balance which provides:-
				1. appropriate carbon factors
				2. the overall carbon balance of zero or better
				3. 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
			5. detail of design and how the strategy will be implemented and revised from time to time
 |

1. zero carbon strategy

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

* 1. Not to cause permit of suffer the Implementation of the Development until the Zero Carbon Strategy has been submitted to and approved by the District Council or it is deemed approved pursuant to the process set out in paragraph 2.2 and to thereafter comply with the terms of the Zero Carbon Strategy.
	2. The approval or deemed approval of the Zero Carbon Strategy shall be in accordance with the following process:
		1. The Zero Carbon Strategy shall be submitted to the District Council allowing the District Council a minimum period of 28 days in which to respond.
		2. In the event that the District Council does not respond within the period set out in paragraph 2.2.1 above in respect of the Zero Carbon Strategy then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that the Zero Carbon Strategy is deemed approved.
		3. In the event that the District Council approves the Zero Carbon Strategy 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 Zero Carbon Strategy during the lifetime of the Development and prior to its implementation the Owner and Developer shall notify the District Council in writing that the Zero Carbon Strategy is being implemented.
		4. In the event that the District 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 District Council's reasonable comments and shall resubmit a further version of the Zero Carbon Strategy for its approval allowing a further minimum period of 28 days for the District Council to approve the same.
		5. In the event that the District Council does not respond within the period set out in paragraph 2.2.4 above then the Owner and Developer shall give notice to the District Council allowing a further 14 days from receipt of the notice for it to respond after which
			1. if the District Council provides comment the process set out in paragraph 2.2.4 shall be followed and
			2. if no response is forthcoming the Owner and Developer shall proceed on the basis that the Zero Carbon Strategy as amended is deemed approved and prior to its implementation shall notify the District Council in writing that the Zero Carbon Strategy is being implemented as amended
		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.
		7. The Owner and Developer may at any time following receipt of the District Council’s comments on a submitted Zero Carbon Strategy notify the District Council that it wishes to refer the Zero Carbon Strategy pursuant to the Dispute Resolution provisions at clause 7.
1.
2. 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:

|  |  |
| --- | --- |
| "**CMO**" | means a community management organisation whose role is to promote the Community Benefit over all stages of the Development and beyond and will include:-* + - 1. uphold, promote and progress low carbon living
			2. support the creation and social capital and social cohesion for Bicester
			3. 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
			4. have the flexibility to respond as effectively to the needs of the first pioneer occupations as to the needs of future occupants and
			5. 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 facilities and other assets transferred to it to the highest professional standards
 |
| "**CMO Contribution**" | means the sum of £2,605.89 (two thousand and six hundred and five pounds and eighty nine 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 instalments and the whole of which is paid subject to the CMO Contribution Condition |
| "**CMO Contribution Condition**" | means the payment of the CMO Contribution Condition is made on the basis that it may be applied by the District Council or paid by the District Council to the CMO once established on the condition that it is to be applied towards all or any of the following:-* + - 1. encouraging and promoting the environmental social and economic sustainability principles of living in the Development as set out in the North West Bicester SPD
			2. carrying out on-going community engagement and encouraging involvements in all states of the CMO throughout the construction of the Development
			3. the employment of a person to liaise with the Occupants of the Development and the CMO to secure full integration
			4. 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
			5. the maintenance of any facilities provided as part of the Site and/or wider North West Bicester development which are transferred to it

and that the District Council shall repay any part of the contribution which has not been spent or Committed towards any of these purposes within 10 years of the later of the due date or receipt of the final instalment together with any interest which has accrued PROVIDED THAT in the event that the District Council or CMO provides evidence to the Owner and Developer that a reasonable proportion of the CMO Contribution has been allocated for the long term management and maintenance of any facilities provided on the Site which are transferred to it and are not subject to their own specific maintenance contribution it may be agreed that such sum shall be excluded from the repayment requirement |
| "**Community Benefit**" | means the enhancement of the wellbeing of those who live and/or work within the Development  |

1. cmo contribution
	1. Not to cause permit or suffer the Occupation of the any Dwelling until the first instalment of 25% of the total CMO Contribution calculated in accordance with clause 5 has been paid to the District Council and it shall pay that first instalment of the CMO Contribution to the District Council prior to the Occupation of any Dwelling
	2. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the second instalment of 25% of the total CMO Contribution calculated in accordance with clause 5 has been paid to the District Council and it shall pay that second instalment of the CMO Contribution to the District Council prior to the Occupation of any more than 49 Dwellings
	3. Not to cause permit or suffer the Occupation of any more than 99 Dwellings until the third instalment of 25% of the total CMO Contribution calculated in accordance with clause 5 has been paid to the District Council and it shall pay that third instalment of the CMO Contribution to the District Council prior to the Occupation of any more than 99 Dwellings
	4. Not to cause permit or suffer the Occupation of any more than 134 Dwellings until the balance of the CMO Contribution has been paid to the District Council and it shall pay the final balancing instalment of the CMO Contribution to the District Council prior to the Occupation of any more than 134 Dwellings
2. 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.

1.
2. 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:* + - 1. 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
			2. details for the boundary treatment between the Allotments
			3. the servicing of the Allotment Land and
			4. 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 |
| “Completion Certificate” | a certificate issued to confirm that the Allotments a Play Area or area of Combined Green Space has been laid out provided and maintained to the District Council’s reasonable satisfaction in accordance with the relevant scheme approved for that area pursuant to paragraph 6 |
| "**Designated Account**" | means a separate designated account which shall be operated jointly between the Owner and/or Developer and the District Council for the holding of contributions in accordance with this Schedule provided that in either case it is accessible by the District Council |
| “Final Certificate” | a certificate issued to confirm that the Allotments a Play Area or area of Combined Green Space has maintained to the District Council’s reasonable satisfaction for the Maintenance Period in accordance with the relevant scheme approved for that area pursuant to paragraph 6 |
| "**Green Space Contribution**" | shall mean the sum of the Open Space Commuted Sum Hedgerow Commuted Sum and the SuDS Commuted Sum which is subject to the Green Space Contribution Condition |
| "**Green Space Contribution Condition**" | means the payment of the Green Space Contribution is made on the basis that it will be used by the District Council or its nominee towards the future maintenance of the Combined Green Space provided in the relevant Phase  |
| "**Green Space Scheme**" | means a scheme showing the location of each component part of the Combined Green Space across the Development 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 |
| "**LAP**" | means a local area 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)) which is subject to the LAP Contribution Condition |
| "**LAP Contribution Condition**" | 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. |
| "**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:-* + - 1. setting the level of charges for funding the running of the body and collecting such charges
			2. 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
			3. 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 |
| 1. "**Management Company Default Deposit**"
 | 1. means the sum calculated as follows:
2. ((A x £12.90 Index Linked (CPIX) from quarter 1 2015) ÷ 15) + 10% 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 1. which is subject to the Management Company Default Deposit Contribution
 |
| 1. "**Management Company Default Deposit Condition**"
 | 1. 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.
 |
| 1. "**Management Company Forward Funding Deposit**"
 | 1. means the sum calculated as follows:
2. ((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 |
| 1. "**Management Company Forward Funding Deposit Condition**"
 | 1. 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
 |
| 1. "**Management Company Monitoring Payment**"
 | 1. 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
 |
| 1. "**Management Company Monitoring Payment Condition**"
 | 1. 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
 |
| 1. "**Management Company Structure Scheme**"
 | 1. means a scheme that addresses the following in relation to the Management Company:
2. details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee;
3. proposed banking arrangements for the Management Company;
4. 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;
5. 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)) which is subject to the NEAP Contribution Condition |
| 1. "**NEAP Contribution Condition**"
 | 1. 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.
 |
| "**Open Space**" | means the strategic open space within the Development 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 |
| “**Phase Green Space Scheme”** | means a scheme showing the exact location, provision, laying out, landscaping equipping (as appropriate) of the Combined Green Spaces and each constituent part thereof to be provided in the relevant Phase in accordance with the approved Green Space Schemeand which shall detail any services already identified to be provided under the Combined Green Spaces and shall incorporate a Management Scheme to 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  |
| "**Play Areas**" | means the LAP(s) and the NEAP  |
| "**Play Area Scheme**" | means a scheme showing details for the provision of the Play Areas which shall as a minimum include:* + - 1. the exact location of the LAP(s) 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
			2. the laying out landscaping and equipping of each of the LAP(s) and the NEAP which shall ensure that each LAP is suitable for disabled users
			3. a phasing programme for the carrying out of the works and planting comprised in the LAP(s) and NEAP; and
			4. detailed provision for the maintenance of the LAP(s) 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 pondin 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:-* + - 1. not include any terms which would restrict public access save for the purposes of maintenance works or in the case of emergency and
			2. 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
			3. 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
			4. include for the benefit of the respective area of Combined Green Space the Play Ares 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
			5. 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
			6. be a transfer of the entire freehold interest of the Open Space with full title guarantee and vacant possession on completion
			7. 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
			8. in relation to 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
 |

1. ALLOTMENTS

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

* 1. Not to cause permit of suffer the Implementation of the Residential Development until
		1. the location and size of the Allotment Land has been identified together with the Phase within which the Allotments will be delivered and
		2. the Allotment Scheme has been submitted to and approved by the District Council or it is deemed approved in accordance with the process set out at paragraph 6
		3.
	2. The Allotments will be provided on the Allotment Land and in accordance with the approved (or deemed approved) Allotment Scheme to the reasonable satisfaction of the District Council as demonstrated through the process set out at paragraph 7 prior to the Occupation of any Dwelling within 30 metres of the boundary of the Allotment Land
	3. Not to Occupy or cause or permit the Occupation of any Dwelling within 30 metres of the boundary to the Allotment Land unless and until the Allotment Land has been laid out in accordance with the Allotment Scheme to the District Council’s reasonable satisfaction
	4. Following the issue of the Final Certificate in respect of the Allotment Land 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.
	5. In the event that the District Council accepts the offer pursuant to paragraph 2.4 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.
	6. In the event that the District Council issues a response within the period specified in paragraph 2.4 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.
	7. In the event that the District Council does not issue a response within the period specified in paragraph 2.4 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.
	8. In the event that the Owner chooses not to transfer the Allotment Land to the District Council pursuant to paragraphs 2.4 above the Owner and Developer shall continue to be responsible for maintaining the Allotments on the Allotment Land in accordance with the Allotment Scheme and shall:-
		1. ensure 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. ensure that the Allotment Land is made available for use as Allotments in perpetuity; and
		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.
1. Play Areas

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

* 1. Not to 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 or deemed approved pursuant to the process set out at paragraph 6
	2. To provide the NEAP to the District Council’s reasonable satisfaction as demonstrated through the operation of the process at paragraph 7 prior to Occupation of 50% of the Dwellings or any Dwelling within 30 metres from the boundary of the NEAP (whichever is earlier).
	3. To provide any LAP to the District Council’s reasonable satisfaction as demonstrated through the operation of the process at paragraph 7 prior to the first Occupation of any Dwelling within 30 metres from the boundary of the LAP.
	4. Not to Occupy any more than 50% of the Dwellings or any Dwelling within 30 metres of the boundary of a NEAP or a LAP (whichever is the earliest in each case) unless and until the relevant Play Area has been provided to the District Council’s reasonable satisfaction
	5. Not to use the 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.
	6. 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.
1. green space
	1. Not to cause permit of suffer the Implementation of the Development until the Green Space Scheme has been submitted to and approved by the District Council in accordance with the process set out at paragraph 6
	2. No later than the submission of a Qualifying Application for a Phase to submit and secure the approval of the District Council for the Phase Green Space Scheme for that Phase in accordance with the process set out in paragraph 6
		1. Not to cause or permit or suffer the Implementation of any Phase of the Development unless and until the Phase Green Space Scheme for the relevant Phase has been approved or deemed approved by the District Council.
	3. Not to use the any part of the Combined Green Space 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.
	4. To implement the Green Space Scheme and the Phase Green Space Scheme for each relevant Phase as approved and not to Occupy or cause or permit Occupation of more than the specified number of Dwellings in the relevant Phase as set out in the Phase Green Space Scheme until the Combined Green Space in that Phase has been provided and laid out to the District Council’s satisfaction in accordance with the process set out at paragraph 7
2. Ongoing Management and Maintenance
	1. To continue to be responsible for maintaining the Play Areas and Combined Green Space in accordance with the approved Play Area Scheme the Green Space Scheme and relevant Phase Green Space Scheme from the point at which the Completion Certificate is issued pursuant to paragraph 7 and tol ensure:-
		1. ;
		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;
		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:-
			1. 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;
			2. 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;
			3. 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
			4. closing the such areas (or any part thereof) during hours of darkness
		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;
		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;
		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.
	2. Following the issue of the Final Certificate in respect 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 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.
	3. In the event that the District Council accepts the offer pursuant to paragraph 5.2 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. In the event that the District Council issues a response within the period specified in paragraph 5.2above 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.
	5. In the event that the District Council does not issue a response within the period specified in paragraph 5.2 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.
	6. If a transfer is made to the District Council or its nominee of the 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:-
		1. the NEAP Contribution; or
		2. the LAP Contribution; or
		3. the relevant Green Space Contribution
	7. 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.
	8. 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.
	9. Following completion of each LAP and NEAP to 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.
3. SCHEME APPROVAL
	1. The approval process for each of the Allotment Scheme the Play Area Scheme and the Green Spaces Scheme and any Management Scheme shall be in accordance with the following:
		1. The relevant scheme shall be submitted to the District Council allowing the District Council a minimum period of 28 days in which to respond.
		2. In the event that the District Council does not respond within the period set out in paragraph 6.1.1 above in respect of the relevant scheme then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that the relevant scheme is deemed approved.
		3. In the event that the District Council approves the relevant scheme or it is deemed approved pursuant to paragraph 6.1.2 above then the Owner and the Developer shall implement and carry out the requirements of the relevant scheme for the lifetime of the Development and prior to its implementation the Owner and Developer shall notify the District Council in writing that the relevant scheme is being implemented.
		4. In the event that the District Council does not approve the relevant scheme as submitted and states its comments for not doing so then the Owner and Developer shall take into account the District Council's reasonable comments and shall resubmit a further version of the relevant scheme for approval allowing a further minimum period of 28 days for the District Council to approve the same.
		5. In the event that the District Council does not respond within the period set out in paragraph 5.1.4 above then the Owner and Developer shall give written notice to the District Council allowing a further 14 days from receipt of the notice for it to respond after which
			1. if the District Council provides comment the process set out in paragraph 6.1.4 shall be followed and
			2. if no response is forthcoming the Owner and Developer shall proceed on the basis that the relevant scheme as amended is deemed approved and prior to its implementation shall notify the District Council in writing that the relevant scheme is being implemented as amended
		6. The Owner and Developer shall repeat the process in paragraph 6.1..4 and 6.1.5 above until such time as the Council approves the form of the relevant scheme or it is deemed approved.
	2. The Owner and Developer may at any time following receipt of the District Council’s comments on a relevant scheme notify the District Council that it wishes to refer the relevant scheme pursuant to the Dispute Resolution provisions at clause 7
4. APPROVAL PROCESS FOR LAYING OUT OF PLAY AREAS, COMBINED GREEN SPACE AND ALLOTMENTS
	1. Upon completion of the laying out and provision of the Allotments each Play Area and the Combined Green Space in each Phase to seek the approval of the District Council to the provision thereof and request the issue of a Completion Certificate in accordance with the following
		1. the Owner and Developer shall invite the District Council in writing to inspect the Allotments the relevant Play Area or part of the Combined Green Space with a view to issuing a Completion Certificate
		2. if the District Council shall inspect the Allotment, relevant Play Area or part of the Combined Green Space within 14 days of receipt of the invitation and within 14 days of the inspection issues a Completion Certificate the relevant area will be confirmed to have been provided to the District Council’s reasonable satisfaction
		3. if the District Council inspects the Allotments, relevant Play Area or part of the Combined Green Space in a Phase within 14 days of the invitation and within 14 days of the inspection issues a notice which states the relevant area has not been provided to the District Council's reasonable satisfaction and setting out details of the work required to reach that standard ('Defects Notice') the Owner and Developer shall use reasonable endeavours to complete the works specified in the Defects Notice as soon as reasonably practicable and then invite the District Council to re-inspect the Allotments the relevant Play Area or part of the Combined Green Space again and the provisions of paragraphs 7.1.2-7.1.4 shall apply again
		4. in the event that the District Council fails to inspect the Allotments, relevant Play Area or part of the Combined Green Space within 14 days of its receipt of the written invitation issued pursuant to paragraph 7.1.1 or if, having inspected the area to which the invitation applies, it fails to issue either a Completion Certificate or a Defects Notice within 14 days of its inspection then the District Council will be deemed to have confirmed that the Allotments, the relevant Play Are or part of the Combined Green Space has been provided to its reasonable satisfaction
	2. following the issue (or deemed issue) of a Practical Completion Certificate, the Owner and Developer shall maintain each and every relevant Play Area or part of the Combined Green Space to the reasonable satisfaction of the District Council, rectifying any defects arising and (where relevant) replacing any trees shrubs plants or grass which have died or been removed or become seriously diseased or damaged with others of a similar size and species and shall after the expiration of the Maintenance Period shall apply to the District Council for the issue of a Final Certificate in respect of the relevant area and the provisions of paragraph 7.1 shall apply as if each reference to a Completion Certificate were to a Final Certificate
5. management company
	1. In the event that the Owner and/or Developer wish to transfer the Play Areas or Combined Green Spaces to a Management Company then the Owner and the Developer covenant with the District Council as follows:
	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 for its approval and the provisions of paragraph 6 shall apply .
	3. 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 pay the Management Company Default Deposit, Management Company Forward Funding Deposit and the Management Company Monitoring Payment to the District Council
	4. Following the transfer to the Management Company of any land or facility in accordance with this Schedule, the Owner and/or Developer shall pay the Management Company Forward Funding Deposit on the first anniversary of the payment of the Management Company Forward Funding Deposit in accordance with paragraph 8.4 and annually thereafter until the fourteenth anniversary or the Occupation of the final Dwelling to the District Council 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. 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 the relevant scheme for its provision (as approved or deemed approved) and the Landscape Technical Specification or the Management Company goes into liquidation or otherwise ceases to exists 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.
6.
7. 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:

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| --- | --- |
| "**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: 1. the Eco Town Standards as prescribed in the Supplement to PPS1 titled "Eco Towns"
2. the Masterplan
3. Policy Bicester 1 in the Cherwell Local Plan and
4. the community governance requirements
 |
| "**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:-

1. CONSTRUCTION STANDARDS
	1. Prior to the construction of any Relevant Infrastructure Works to provide to the District Council a CEEQUAL Excellent Certificate for those works.
	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.
	3. To ensure that all contactors engaged in the construction of the Development register for the Considerate Contractor Scheme.
	4. Not to Implement the Development until the Materials Scheme has been submitted to and approved or deemed approved by the District Council
	5. The approval or deemed approval of the Materials Scheme shall be in accordance with the following process:
		1. The Materials Scheme shall be submitted to the District Council allowing the District Council a minimum period of 28 days in which to respond.
		2. In the event that the District Council does not respond within the period set out in paragraph 2.5.1 above in respect of the Materials Scheme then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that the Materials Scheme is deemed approved.
		3. In the event that the District Council approves the Materials Scheme or it is deemed approved pursuant to paragraph 2.5.2 above then the Owner and the Developer shall implement and carry out the requirements of the Materials Scheme for the construction of the Development prior to its implementation the Owner and Developer shall notify the District Council in writing that the Materials Scheme is being implemented.
		4. In the event that the District 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 District Council's reasonable comments and shall resubmit a further version of the Material Scheme for approval allowing a further minimum period of 28 days for the District Council to approve the same.
		5. In the event that the District Council does not respond within the period set out in paragraph 2.5.4 above then the Owner and Developer shall give written notice to the District Council allowing a further 14 days from receipt of the notice for it to respond after which
			1. if the District Council provides comment the process set out in paragraph 2.5.4 shall be followed and
			2. if no response is forthcoming the Owner and Developer shall proceed on the basis that the Materials Scheme as amended is deemed approved and prior to its implementation shall notify the District Council in writing that the Materials Scheme is being implemented as amended
		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.
		7. The Owner and Developer may at any time following receipt of the District Council’s comments on a Materials Scheme notify the District Council that it wishes to refer the Materials Scheme pursuant to the Dispute Resolution provisions at clause 7.
	6. 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.
	7. 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 BREAAM Very Good standard will be achieved and such Design Assessment Certificate has been provided to the District Council.
	8. 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.

1.
2. 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:

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| --- | --- |
| "**Construction Stage Monitoring Schedule**" | 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 |
| “Monitoring Details” | means details as to how the matters set out in the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule will be monitored in practice |
| "**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 |

monitoring

1. The Owner and the Developer covenants as follows
	1. subject to paragraphs 2.4 and 2.5 to comply fully with the measures in the Post Occupancy Monitoring Schedule and Construction Stage Monitoring Schedule;
	2. to commence the measures set out in the Construction Stage Monitoring Schedule on Implementation of the Development;
	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) and not to cause or permit more than 49 Dwellings to be Occupied or the second commercial unit to be occupied (whichever is the earlier) until the measures set out in the Post Occupancy Monitoring Schedule have been commenced ;
	4. prior to Implementation of the Development to submit to and secure the written approval of the District Council for the Monitoring Details or the Monitoring Details are deemed approved
	5. not to cause or permit the Implementation of the Development unless and until the Monitoring Details have been approved in writing by the District Council or deemed approved
	6. the approval or deemed approval of the Monitoring Details shall be in accordance with the following process:
		1. The Monitoring Details shall be submitted to the District Council allowing the District Council a minimum period of 28 days in which to respond.
		2. In the event that the District Council does not respond within the period set out in paragraph 2.6.1 above in respect of the submitted Monitoring Details then the Owner and Developer shall serve written notice on the District Council allowing it a further 14 days in which to respond after which if no response is received the Owner and Developer shall proceed on the basis that the Monitoring Details are deemed approved.
		3. In the event that the District Council approves the Monitoring Details or they are deemed approved pursuant to paragraph 2.6.2 above then the Owner and the Developer shall implement and carry out the requirements of the Monitoring Details both during the construction stage and post occupation stages of the Development and prior to its implementation the Owner and Developer shall notify the District Council in writing that the Monitoring Details are being implemented.
		4. In the event that the District Council does not approve the submitted Monitoring Details and states its comments for not doing so then the Owner and Developer shall take into account the District Council's reasonable comments and shall resubmit a further version of the Monitoring Details for approval allowing a further minimum period of 28 days for the District Council to approve the same.
		5. In the event that the District Council does not respond within the period set out in paragraph 2.6.4 above then the Owner and Developer shall give written notice to the District Council allowing a further 14 days from receipt of the notice for it to respond after which
			1. if the District Council provides comment the process set out in paragraph 2.6.4 shall be followed and
			2. if no response is forthcoming the Owner and Developer shall proceed on the basis that the Monitoring Details as amended is deemed approved and prior to its implementation shall notify the District Council in writing that the Monitoring Details being implemented as amended
		6. The Owner and Developer shall repeat the process in paragraph 2.6.4 and 2.6.5 above until such time as the Council approves the form of the Monitoring Details or they are deemed approved.
		7. The Owner and Developer may at any time following receipt of the District Council’s comments on Monitoring Details notify the District Council that it wishes to refer the Monitoring Details pursuant to the Dispute Resolution provisions at clause 7
		8. 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
		9. 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’

1.
2. 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:

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| --- | --- |
| "**Bus Service Contribution**" | means the sum of £134,375 (one hundred and thirty four thousand three hundred and seventy five pounds) (Index Linked (RPIX)) payable in two equal instalments which is subject to the Bus Service Contribution Condition |
| "**Bus Service Contribution Condition**" | 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 the later of the due date for payment or receipt of the final instalment together with any interest which has accrued. |
| "**Interim Bus Service Contribution**" | means the sum of £157,130 (one hundred and fifty seven thousand and one hundred and thirty pounds) (Index Linked (RPIX)) which is payable in four equal instalments |
| "**Interim Bus Service Contribution Condition**" | 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 the later of the due date for payment or 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  |

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

1. bus service contribution
	1. 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 County Council and it shall pay the first instalment of 50% of the Bus Service Contribution to the County Council prior to the Occupation of the first Dwelling
	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 County Council and it shall pay the final instalment of 50% of the Bus Service Contribution to the County Council prior to the Occupation of any more than 19 Dwellings
2. interim bus service contribution
	1. In the event that the Opening Date has not occurred not to cause permit or suffer the Occupation of any part of the Employment Floorspace until the first instalment of 25% of the Interim Bus Service Contribution has been paid to the County Council and it shall pay the first instalment of 25% of the Interim Bus Service Contribution to the County Council prior to the Occupation of any part of the Employment Floorspace and for the purposes of this paragraph 3 the date of first Occupation of any part of the Employment Floorspace shall constitute the due date for payment of the first instalment of the Interim Bus Service Contribution .
	2. In the event that the Opening Date has not occurred to pay to the County Council on or before the first anniversary of the due date for payment of the first 25% instalment the second instalment of 25% of the Interim Bus Service Contribution
	3. In the event that the Opening Date has not occurred on or before the second anniversary of the due date for payment of the first 25% instalment to pay to the County Council the third instalment of 25% of the Interim Bus Service Contribution
	4. In the event that the Opening Date has not occurred on or before the third anniversary of the due date for payment of the first 25% instalment to pay to the County Council the final instalment of 25% of the Interim Bus Service Contribution

And if a payment payable pursuant to this paragraph 3 has not been made on or before the due date for payment not to cause or permit any further Occupation at the Site until payment has been made in full.

1.
2. 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 £38,920 (thirty eight thousand and nine hundred and twenty 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 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 the later of the due date for payment or receipt of the last instalment together with any interest which has accrued |

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

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

1.
2. 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:

|  |  |
| --- | --- |
| "**Rights of Way Contribution**" | means the sum of £2,846 (two thousand and eightundred and forty six pounds) (Index Linked (Baxter)) which is subject to the Rights of Way Contribution Condition |
| "**Rights of Way Contribution Condition**" | 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 the later of the due date for payment or receipt of the Rights of Way Contribution together with any interest which has accrued |

1. rights of way contribution

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

* 1. Not to cause permit or suffer the Occupation of the first Dwelling until the Rights of Way Contribution has been paid to the County Council and it shall pay the Rights of Way Contribution to the County Council prior to the Occupation of the first Dwelling

1.
2. 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 Contribution**" | means the Middleton Stoney Road Contribution and Shakespeare Drive Contribution payable in two equal instalments (subject as provided in this Schedule) which are subject to the Cycle Improvements Contribution Condition |
| "**Cycle Improvements Contribution Condition**" | means the payment of the Cycle Improvements Contribution is made on the basis that it will be used by the County Council towards the improvements of the cycle route along Middleton Stoney Road between Howes Lane and Oxford Road 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 the later of the due date for payment or receipt of the final instalment together with any interest which has accrued |
| "**Middleton Stoney Road Contribution**" | means the sum of £28,040 (twenty eight thousand and forty pounds) (Index Linked (Baxter))  |
| "**Shakespeare Drive Contribution**" | means the sum of £60,668 (sixty thousand and six hundred and sixty eight pounds) (Index Linked (Baxter))  |

1. Cycle improvements contributions

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

* 1. 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. 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
	3. Not to cause permit or suffer the Occupation of any of the Employment Floorspace until the Cycle Improvements Contribution has been paid to the County Council and it shall pay the Cycle Improvement Contribution to the County Council prior to the Occupation of any Employment Floorspace.

1.
2. 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:

|  |  |
| --- | --- |
| "**Traffic Calming Contribution**" | means the sum of £6,568 (six thousand and five hundred and sixty eight pounds) (Index Linked (RPIX)) which is subject to the Traffic Calming Contribution Condition |
| "**Traffic Calming Contribution Condition**" | 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 |

1. Traffic calming contribution

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

* + 1. Not to cause permit or suffer the Occupation of any of the Employment Floorspace until the Traffic Calming Contribution has been paid to the County Council and it shall pay the Traffic Calming Contribution to the County Council prior to the Occupation of any of the Employment Floorspace

1.
2. 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 £1,309 (one thousand and three hundred and nine pounds) (Index Linked (RPIX)) l which is subject to the Employment Travel Plan Monitoring Contribution Condition |
| "**Employment Travel Plan Monitoring Contribution Condition**" | 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 the later of the due date for payment or receipt of the Employment Travel Plan Monitoring Contribution together with any interest which has accrued |
| "**Residential Travel Plan Monitoring Contribution**" | means the sum of £1,309 (one thousand and three hundred and nine pounds) (Index Linked (RPIX)) which is subject to the Residential Travel Plan Monitoring Contribution Condition |
| "**Residential Travel Plan Monitoring Contribution Condition**" | 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 the later of the due date for payment or receipt of the Residential Travel Plan Monitoring Contribution together with any interest which has accrued |

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

1. residential Travel Plan Monitoring contribution

Not to cause permit or suffer the Occupation of the first Dwelling until the Residential Travel Plan Monitoring Contribution has been paid to the County Council and it shall pay the Travel Plan Monitoring Contribution to the County Council prior to the Occupation of the first Dwelling

1. employment travel plan monitoring contribution

Not to cause permit or suffer the Occupation of any of the Employment Floorspace until the Employment Travel Plan Monitoring Contribution has been paid to the County Council and it shall pay the Employment Plan Monitoring Contribution to the County Council prior to the Occupation of any of the Employment Floorspace

1.
2. 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:

|  |  |
| --- | --- |
| "**Assessment Mix**" | means:-15 no. x          1 bedroomed unit57 no. x          2 bedroomed units56 no. x          3 bedroomed units22 No. x         4 or more bedroomed units |
| "**Composition of the Development**" | means 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 |
| "**Education Contribution**" | means any of the Primary Education Contribution, the Secondary Education Contribution or the Special Needs Education Contribution |
| "**Primary Education Contribution**" | means the sum (Index Linked (PUBSEC)) calculated in accordance with the following formula:(A x W) + (B x X) + (C x Y) + (D x 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 or more bedroomed unitsand**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 £3224.50 (three thousand two hundred and twenty four pounds fifty 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 £7,397.37 (seven thousand three hundred and ninety seven pounds and thirty seven 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 £9,673.49 (nine thousand and six hundred and seventy three pounds and forty nine pence))Which is subject to the Primary Education Contribution Condition and which subject to adjustment as provided in paragraph 5 of this Schedule is payable by three equal instalments |
| "**Primary Education Contribution Condition**" | 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 the later of the due date for payment or receipt of the final instalment together with any interest which has accrued |
| "**Secondary Education Contribution**" | means the sum (Index Linked (PUBSEC)) calculated in accordance with the following formula:(A x W) + (B x X) + (C x Y) + (D x 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 or more bedroomed unitsand**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 £3,277.57 (three thousand and two hundred and seventy seven pounds and fifty seven 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 £8,521.67 (eight thousand and five hundred and twenty one pounds and sixty seven 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 £13,765.78 (thirteen thousand and seven hundred and sixty five pounds and seventy eight pence)Which is subject to the Secondary Education Contribution Condition and which subject to adjustment as provided in paragraph 5 of this Schedule is payable by three equal instalments |
| "**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 the later of the due date for payment or 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 x W) + (B x X) + (C x Y) + (D x 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 or more bedroomed unitsand**W** is £0.00**X** is £114.54 (one hundred and fourteen pounds and fifty four pence)**Y** is £277.24 (two hundred and seventy seven pounds and twenty four pence)**Z** is £400.38(four hundred pounds and thirty eight pence)Which is subject to the Special Education Needs Contribution Condition |
| "**Special Education Needs Contribution Condition**" | 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 the later of the due date for payment or receipt of the Special Education Needs Contribution together with any interest which has accrued |

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

1. Primary Education contribution
	1. Not to cause permit or suffer the Occupation of the first Dwelling until the first instalment of one third of the Primary Education Contribution has been paid to the County Council and it shall pay the first instalment of the Primary Education Contribution to the County Council prior to the Occupation of the first Dwelling
	2. Not to cause permit or suffer the Occupation of any more than 19 Dwellings until the second instalment of one third of the Primary Education Contribution has been paid to the County Council and it shall pay such second instalment of the Primary Education Contribution to the County Council prior to the Occupation of any more than 19 Dwellings.
	3. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the final instalment of one third of the Primary Education Contribution has been paid to the County Council and it shall pay the third and final instalment of the Primary Education Contribution to the County Council prior to the Occupation of any more than 49 Dwellings.
	4. For the avoidance of doubt the amount of the each instalment as set out in paragraphs 2.1 -2.3 shall be adjusted in accordance with paragraph 5 of this Schedule.
2. Secondary Education contribution
	1. Not to cause permit or suffer the Occupation of the first Dwelling until the first instalment of one third of the Secondary Education Contribution has been paid to the County Council and it shall pay such first instalment of the Primary Education Contribution to the County Council prior to the Occupation of the first Dwelling.
	2. Not to cause permit or suffer the Occupation of any more than 19 Dwellings until the second instalment of one third of the Secondary Education Contribution has been paid to the District Council and it shall pay such second instalment of the Secondary Contribution to the County Council prior to the Occupation of any more than 19 Dwellings.
	3. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the final instalment of one third of the Secondary Education Contribution has been paid to the District Council and it shall pay such third and final instalment of the Secondary Education Contribution to the County Council prior to the Occupation of any more than 49 Dwellings.
	4. For the avoidance of doubt the amount of the each instalment as set out in paragraphs 3.1 -3.3 shall be adjusted in accordance with paragraph 5 of this Schedule
3. Special Education needs contribution
	1. Not to cause permit or suffer the Occupation of any more than 49 Dwellings until the Special Education Needs Contribution has been paid to the District Council and it shall pay the Special Education Needs Contribution to the Council prior to the Occupation of any more than 49 Dwellings.
4. **CALCULATION OF EDUCATION CONTRIBUTION**
	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.
	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.
	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 and the Developer 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.

1.
2. Highway Works
	* 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 in respect of the Temporary Highway Works) 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 14042-32 Rev E attached to this Agreement at ‎Appendix 8 |

1. The Owner and Developer undertakes to the County Council that:
	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, where there is no planning condition on the Planning Permission or as applicable any Qualifying Permission to the effect that Plot 3 may not be accessed from Howes Lane , Plot 3 until

2.1.1 there has been submitted to the County Council and approved by the County Council the in principle drawings for the Temporary Highway Works together with associated drawings and, technical information as set out in the County Council’s Section 278 application form as adjusted from time to time , details of the land (if any) to be dedicated and title in respect of such land , the length of the construction works the long stop date for their completion and commuted maintenance sums in respect of the cost of their future maintenance

2.1.2 a Highways Agreement incorporating in principle drawings and plans and other matters as approved by the County Council has been entered into by the Owner and as applicable the Developer in respect of the Temporary Highway Works together with all parties with an interest in any land to be dedicated further to the Highways Agreement and any mortgagee of any land to be dedicated further to the Highways Agreement has released fully and effectively that land from its charge;

.

2,2 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 save that where there is no planning condition on the Planning Permission (or as applicable any Qualifying Permission) to the effect that Plot 3 may not be accessed from Howes Lane such restriction shall not apply to Plot 3 until

2.2.1 there has been submitted to the County Council and approved by the County Council the in principle drawings for the Permanent Highway Works together with associated drawings and technical information as set out in the County Council’s Section 278 application form as adjusted from time to time details of the land to be dedicated and title in respect of such land, the length of the construction works the length of the construction works the long stop date for their completion and commuted maintenance sums in respect of the cost of their future maintenance; and.

2.2.2 a Highways Agreement incorporating in principle drawings and plans and other matters as approved by the County Council has been entered into by the Owner and as applicable the Developer in respect of the Permanent Highway Works together with all parties with an interest in any land to be dedicated further to the Highways Agreement and any mortgagee of any land to be dedicated further to the Highways Agreement has released fully and effectively that land from its charge

1. .

3 The Owner and Developer further undertakes with the County Council

* 1. not to cause or permit the Occupation of any Dwelling or where there is no planning condition on the Planning Permission or as applicable any Qualifying Permission to the effect that Plot 3 may not be accessed from Howes Lane ,
	2. Plot 3 at the Site until the Temporary 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.
	3. not to cause or permit the Occupation of any Employment Floorspace, save that where there is no planning condition on the Planning Permission (or as applicable any Qualifying Permission) to the effect that Plot 3 may not be accessed from Howes Lane such restriction shall not apply to Plot 3, at the Site until the Permanent Highway Works (and any related preparatory and ancillary works and amenity and accommodation works have been completed pursuant to and in accordance with the Highways Agreement or other agreement with the County Council.

* + 1.
1. temporary highway works Description
2. **Temporary Principal Works**

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

* 1. Temporary access arrangements on Howes Lane
	2. Access bellmouth to 7.3m wide temporary access road; a footway/cycleway connecting the temporary access road to the roundabout junction with Middleton Stoney Road; and separate pedestrian access leading to a new signalised pedestrian crossing of Howes 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
	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.
1. 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:-

* 1. all earthworks and other things necessary to prepare the site and provide proper support for the Temporary Principal Works;
	2. all culverts ditches and other things necessary to ensure the satisfactory movement of surface water;
	3. all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Temporary Principal Works;
	4. all ducts cables columns lamps and other things necessary for the permanent lighting of the Temporary Principal Works and the illumination of traffic signs;
	5. all kerbs islands verges and reservations including the grading and seeding of grassed areas;
	6. all measures necessary to ensure visibility for drivers at any bend or junction;
	7. all traffic signs, road markings, bollards and safety barriers; and
	8. all tapers, joints and reinstatements necessary where the Temporary Principal Works abut the existing highway.
1. 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:-

* 1. any earth bunds and/or planting necessary to screen the Temporary Principal Works;
	2. all fences gates hedges and other means of separation of the Temporary Principal Works from adjoining land;
	3. any necessary alteration of any private access or private or public right of way affected by the Temporary Principal Works; and
	4. any necessary embankments retaining walls or other things necessary to give support to adjoining land.
		1.
1. permanent highway works description
2. **Principal Works**
	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 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 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.

1. **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 Permanent Principal Works including:

* 1. all earthworks and other things necessary to prepare the site and provide proper support for the Permanent Principal Works
	2. all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
	3. all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Permanent Principal Works
	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
	5. all kerbs islands verges and reservations including the grading and seeding of grassed areas
	6. all measures necessary to ensure visibility for drivers at any bend or junction
	7. all traffic signs, road marking, bollards and safety barriers
	8. all tapers, joints and reinstatements necessary which the Permanent Principal Works abut the existing highway.
1. **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 Works including:

* 1. any earth bunds and/or planting necessary to screen the Permanent Principal Works
	2. all fences gates hedges and other means of separation of the Permanent Principal Works from the adjoin land
	3. any necessary alteration of any private access or private or public right of way affected by the Permanent Principal Works
	4. any necessary embankments retaining walls or other things necessary to give support to adjoining land.

1.
2. 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 14042-52-2 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**  | means a sum calculated pursuant to paragraph 2.6 of this Schedule being a reasonable estimate of the Major Infrastructure Payment (calculated in accordance with Part Two of this Schedule)  |
| **Licence Date** | means the date of Implementation |
|  |  |
| **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 StrategicHighway. |

1. SAFEGUARDING OF STRATEGIC ROAD LAND

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

* 1. Safeguarding of Strategic Road Land
		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. 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:-
			1. 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;
			2. 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);
			3. 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;
			4. ; and
			5. constructing any roadway on the Strategic Road Land in accordance with detailed plans and specifications that have 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

* 1. Licence
		1. From the Licence Date the Owner may deliver 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 within 14 days of the request being made deliver it to the County Council released for execution and completion by the Councils
		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. Agreement to Dedicate

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 mechanically 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. .

* 1. Noting at Land Registry

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:

* + 1. the noting of provisions of paragraph 2.3. (agreement to dedicate all or part of the Strategic Road Land) on the register of title number ON271407
		2. the noting of provisions of paragraph 2.2.1 (agreement to grant licence) on the register of title number ON271407.
	1. Cost Contribution
		1. Any definition used in this paragraph or in Part Two of this Schedule which does not appear elsewhere in this Agreement but does appear in Part Two of this Schedule shall be given the meaning allocated to it in Part Two of this Schedule.
		2. The Owner and the Developer covenant with the Councils not to cause or permit any Implementation at the Site until they have either:
			1. 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 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
			2. (where the Strategic Highway has been completed) paid the Major Infrastructure Payment to the party that has undertaken the Strategic Highway works; or
			3. deposited with the District Council the Deposit Sum to be held by the District Council as security for payment of the Major Infrastructure Payment due from the Owner.
	2. **Calculation of Deposit Sum**
		1. The approval or deemed approval of the proposed amount of the the Deposit Sum shall be in accordance with the following process:
			1. The Owner and the Developer shall submit to the County Council and the District 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 and the District Council a minimum of 28 days in which to respond.
			2. In the event that the County Council or the District Council does not respond within the period set out in paragraph 2.6.1(a) above then the Owner and Developer shall write to the County Council and the District Council providing themwith 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 proposed Deposit Sum is deemed approved.
			3. In the event that the County Council and the District Council approve the proposed Deposit Sum or it is deemed approved pursuant to paragraph2.6.1(b) **Error! Reference source not found.** above then the Owner and the Developer shall pay such amount in accordance with paragraph 2.5.2(c) **Error! Reference source not found.** of this Schedule 27
			4. In the event that neither the County Council nor the District Council approves 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 and the District Council whether such amount is agreed
			5. 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 and the District Council with a view to agreeing an amount or alternatively seek to refer matters to Dispute Resolution pursuant to clause 7.
			6. The Deposit Sum shall be a reasonable estimate of the Major Infrastructure Payment i;
		2. The Owner shall ensure that the charge to be granted in conjunction with the agreement referred to in paragraph ‎2.5.2(a) will be a first ranking legal charge.
		3. Where both:
			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
			2. the part of the Owner Infrastructure comprised in the Development has been completed to the reasonable satisfaction of the County Council and the District Council
			3. ;

the Owner shall be entitled to:

* + - 1. require a reduction in the Deposit Sum by repeating the procedure in this paragraph **Error! Reference source not found.** and upon conclusion of such procedure the relevant part of the 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 Sum may be replaced by a first legal charge in accordance with paragraph 1 of Part Two of this Schedule; or
			2. require a variation of any first legal charge provided in accordance with paragraph 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)
		1. 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:

* + - * 1. preparing the Application and all necessary documentation required for its submission and progressing the same;
				2. trying to obtain or obtaining a satisfactory MI Planning Permission;
				3. 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;
				4. procuring the appointment of members of the professional team relating to the Major Infrastructure Works;
				5. the fees and disbursements of the professional team appointed;
				6. 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;
				7. the carrying out of the Major Infrastructure Works and all fees payable to any third parties in connection therewith;
				8. any VAT on any of the items specified above unless recoverable by  the payer; and
				9. 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 costs 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 a maximum sum 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 2 and all related pathways, drainage, other services, lighting and landscaping or such variation to such works as may be approved by the 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 the Councils to be granted by the Owner over such part of the Site as provides 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 where the Deposit Sum has been paid to the District Council 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 in conjunction with an agreement as aforesaid 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 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 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.

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| --- | --- |
| Signed as a Deed by JOHN LAWRENCE BONNERin the presence of | ………………………………………Signature of JOHN LAWRENCE BONNER  |
| ………………………………………………Full Name (Witness)………………………………………………………………………………………………………………………………………………Address | ………………………………………Signature of Witness  |

|  |  |
| --- | --- |
| Signed as a Deed by ANTONY WILLIAM BONNERin 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  |

* 1.
1. Plan 1 and Plan 2

* 1.
1. Access Licence

* 1.
1. Allotment Specification

* 1.
1. Landscape Technical Specification

* 1.
1. Construction Stage Monitoring Schedule

* 1.
1. Post Occupancy Monitoring Schedule

* 1.
1. Highways Agreement

* 1.
1. TEMPORARY Works Plan (Indicative) –
David Tucker Associates Drawing 14042-34 rev B
	1.
2. permanent works drawing
	1.
3. ROUTING AGREEMENT

* 1.
1. PARAMETERS PLAN