

DATED 30 AUGUST

2011

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

COUNTRYSIDE PROPERTIES (BICESTER) LIMITED

-and-

AVIVA PUBLIC PRIVATE FINANCE LIMITED

-and-

AVIVA INSURANCE UK LIMITED

**PLANNING OBLIGATION BY DEED OF AGREEMENT
AND DEED OF RELEASE**

under section 106 and 106A of the Town and Country Planning Act
1990 (as amended) and section 111 of the Local Government Act
1972 and section 2 of the Local Government Act 2000
relating to land adjacent to Oxford Road and Middleton Stoney
Road, Bicester, Oxfordshire

Kevin Lane

*Interim Head of Legal and Democratic Services
Bodicote House . Bodicote
Banbury . Oxfordshire
OX15 4AA*

DATE **30 AUGUST**

2011

PARTIES

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("The District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall New Road Oxford OX1 1ND ("the County Council")
- (3) **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** (company number 4165427) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT ("the Owner")
- (4) **AVIVA PUBLIC PRIVATE FINANCE LIMITED** (company number 2334210) whose registered office is at 2 Rougier Street, York, YO90 1UU ("the First Mortgagee")
- (5) **AVIVA INSURANCE UK LIMITED** (company number 99122) whose registered office is at 8 Surrey Street, Norwich, NR1 3NG ("the Second Mortgagee")

INTRODUCTION

- 1 The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 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, the provision of library facilities, museums, social care, waste disposal, and in respect of highways and the regulation of traffic.
- 3 The Owner is the freehold owner of the Site subject to the interests of the First Mortgagee and the Second Mortgagee but otherwise free from incumbrances as the Owner hereby warrants
- 4 The Owner has submitted the Application to the District Council.
- 5 The District Council and the County Council consider and the Owner and the Mortgagees acknowledge that the Development should not take place unless certain commitments are entered into for the securing of which the parties hereto have agreed to enter into this Deed including the provision of infrastructure and

payment of contributions which have been assessed according to the projected impact of the Development

NOW THIS DEED WITNESSES AS FOLLOWS

OPERATIVE PART

1 DEFINITIONS

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

- | | |
|---------------|---|
| “Act” | the Town and Country Planning Act 1990 |
| “Application” | the application for outline planning permission dated 5 July 2011 submitted to the District Council for the Development and allocated reference number 11/01052/OUT |
| “Bedroom” | a room in a Dwelling designed as a bedroom or study/bedroom |
| “Development” | the Development of the Site with the construction of up to 46 dwellings with associated amenity space, car parking, access roads and public open space as set out in the Application or as applicable the Application modified by any application for non-material change |
| “Dwelling” | a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and including Affordable Housing (as defined in Part 2 of the Third Schedule to this Deed) designed for residential occupation by a single household |

"Implementation" 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) 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, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, works to existing water courses, construction of access roads for construction traffic and "Implement" and "Implemented" shall be construed accordingly

"Index Linked"

Means:

a) in relation to the Public Art Contribution means adjusted by adding interest at 2% over the base rate of the Bank of England for the period between the date of the Planning Permission and the date of payment

b) in relation to the Refuse Bin Contribution means adjusted by adding interest at 2% over the base rate of the Bank of England for the period between the date of the Planning Permission and the date of payment

c) in relation to the Play Area Commuted Sum and the IOS Commuted Sum means adjusted by adding interest at 2% over the base rate of the Bank of England for the period between the date of the Planning Permission and the date of payment

"Interest"

interest at 4% above the base lending rate of the Bank of England's base rate from time to time

“Market Dwelling”	A dwelling being part of the Development which is not Affordable Housing
“Occupation” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “occupy” and “occupied” shall be construed accordingly
“Plan”	the plan attached to this Deed
“Planning Permission”	the outline planning permission which may be granted by the District Council pursuant to to the Application subject to conditions
“Previous Agreements”	Means collectively: a) the Section 106 Agreement dated 27 June 2008 entered into by (1) A.D. Woodley Limited (2) Medical Centre Developments Limited (3) Richard Warren Jones (4)the Owner (5) The First Mortgagee (6)the District Council and (7) the County Council; and b) the Section 106A Deed of Modification dated 8 April 2010 entered into by (1) the Owner (2) Medical Centre Developments Limited (3) the First Mortgagee (4) the Second Mortgagee (5) the District Council and (6) the County Council
“Qualifying Application”	means an application for approval of Reserved Matters or any separate application(s) for full planning permission for the Development or any part of the Development
“Qualifying Permission”	means approval of Reserved Matters or full planning permission as the case may be issued pursuant to a Qualifying Application

"Reserved Matters"	means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission for subsequent approval
"Site"	the land against which this Deed may be enforced as shown edged black on the Plan and further described in Schedule 1
"Working Day(s)"	means any day(s) upon which clearing banks in the City of London are open to the public and for the avoidance of doubt such date shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever more than one person is a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 2.5 "Including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly.
26. 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.

Agenda Item 11/01052/OUT

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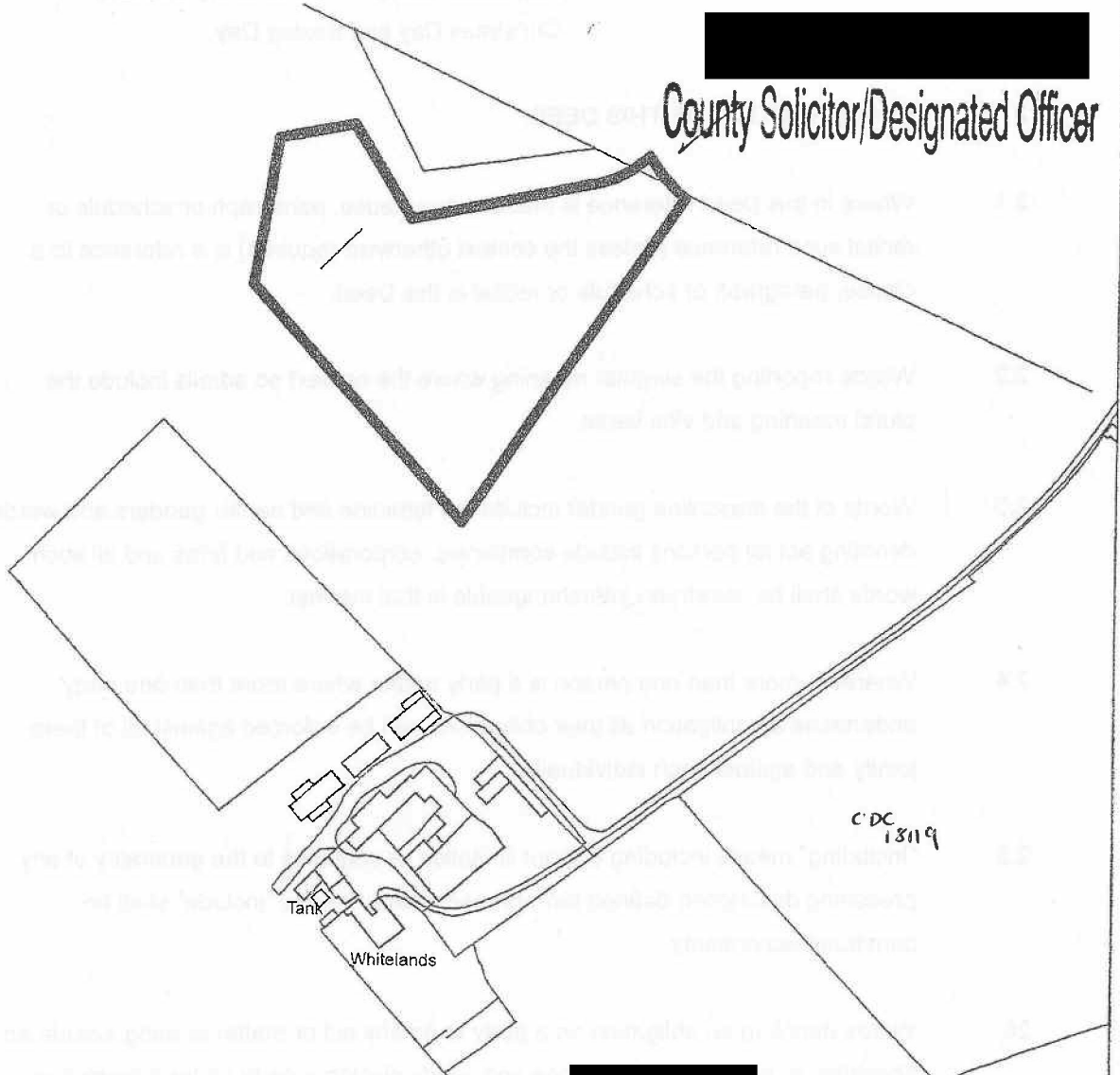
Director



Director / Secretary



County Solicitor/Designated Officer



Scale
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Cherwell

DISTRICT COUNCIL
NORTH OXFORDSHIRE

2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.8 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.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 and 106A of the Act Section 111, 120 and 139 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations for the purposes of Section 106 of the Act and are enforceable by the District Council and the County Council as local planning authorities against the Owner

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Implementation

save for the provisions of Clauses 8 , 11 , 17 and 18 (costs, change of ownership, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed and paragraphs 1.3, 7.2 and 8.1 of Part 1 of the Second Schedule and paragraph 1.1 of Part 2 of the Second Schedule and paragraphs 2.1, 2.3 and, 3.1 of the Third Schedule which shall come into effect immediately upon grant of Planning Permission.

5 OWNER'S COVENANTS

5.1 The Owner covenants with the District Council as set out in the Second Schedule.

5.2 The Owner covenants with the County Council as set out in the Third Schedule.

6 DISTRICT COUNCIL'S COVENANTS

6.1 The District Council covenants with the Owner as set out in the Fourth Schedule.

7 THE COUNTY COUNCIL'S COVENANTS

7.1 The County Council covenants with the Owner as set out in the Fifth Schedule.

8 MISCELLANEOUS

8.1 The Owner:

8.1.1 will on completion of this Deed pay to the District Council and the County Council their respective reasonable legal costs of and in connection with this Deed;

8.1.2 will reimburse the District Council and County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with the enforcement of any of the provisions hereof should the need for enforcement arise in the reasonable opinion of the District Council and/or County Council (save only costs incurred in connection with court proceedings in which either Council is unsuccessful);

8.1.3 forthwith upon completion of this Deed will pay to the County Council the sum of two thousand five hundred pounds (£2,500) as a contribution towards the cost of monitoring and administration of this Deed and forthwith upon the grant of first Reserved Matters approval will pay to the County Council the sum of £2,500 as a further contribution towards the cost of maintaining and administration of this Deed;

8.1.4 forthwith upon completion of this Deed will pay to the District Council the sum of one thousand pounds (£1,000) as a contribution towards the cost of monitoring and administration of this Deed;

8.1.5 will reimburse the District Council in respect of its reasonable legal costs where land is transferred to the District Council pursuant to this Deed.

- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions.)
- 8.3 This Deed shall be registerable as a local land charge by the District Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 8.5 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith note this in the Register of Local Land Charges in respect of this Deed.
- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Implementation PROVIDED ALWAYS that the Planning Permission has not been Implemented AND PROVIDED FURTHER THAT any payments made to either the District Council or County Council before the Deed ceases to have effect shall following written request from the party that made payment be repaid to the party that made the payment within 28 days of receipt of the request together with any interest accrued on such payments (after deduction of tax where required and any such sum required to be deducted by law) but excluding (1) payments in respect of legal costs and (2) any monies (apart from the monitoring costs under clauses 8.1.3 and 8.1.4) which have been spent and any contribution or part contribution which the County Council or the District Council has unconditionally contracted to expend prior to the date of receipt of such request will be deemed to have been expended prior to that date (and the District Council or as applicable the County Council shall be treated as having unconditionally contracted to expend monies if it shall have entered into a contract which provides for payment contingent on the provision of works and/or services and/or supplies and/or such contract allows for revocation for a breach of contract or in other

circumstances such as liquidation where it is common practice for a contract to be revocable)

8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site to which a breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest (and for the avoidance of doubt any obligation for the payment of money attaches to each and every part of the Site). 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 purposes of this clause 8.8 or any part thereof.

8.9 This Deed shall not be enforceable against :

8.9.1 owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them (other than Registered Providers);

8.9.2 any statutory undertaker or company who acquires an interest in the Site for the purposes of providing services to the Site

PROVIDED ALWAYS THAT this clause shall not apply to any provisions placing a restriction on occupation of dwellings to the intent that restrictions on Occupation contained in paragraphs 1.9, 2, 7.14 and 8.2 of Part 1 of the Second Schedule and 1.2 and 1.4 and 1.5 of Part 2 of the Second Schedule and 2.2, 3.3 and 3.5 of the Third Schedule shall be enforceable against the owner/occupier or lessee of any individual Dwelling occupied after the date when the specified number of occupations triggering the restriction in question has occurred.

8.10 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 a Qualifying Permission granted (whether or not on appeal) after the date of this Deed.

9 WAIVER

No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 NO FETTER

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

11 CHANGE OF OWNERSHIP etc

The Owner agrees with the District Council and separately with the County Council:

11.1 to give the District Council and the County Council immediate written notice 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 PROVIDED THAT this clause 11.1 shall not operate in relation to disposal of any of the individual Dwellings constructed on the Site.

11.2 to notify the District Council and the County Council in writing within fourteen days of the occurrence of each of the following events and if relevant to specify in the notification the date on which it occurred:

11.2.1 the intended date of Implementation of the Planning Permission

11.2.2 the actual date of Implementation of the Planning Permission

11.2.3 the intended date of first Occupation of a Dwelling

11.2.4 the actual date of first Occupation of a Dwelling

11.2.5 the intended date of first Occupation of the 10th Dwelling

11.2.6 the actual date of first Occupation of the 10th Dwelling

11.2.7 the intended date of first Occupation of the 23rd Dwelling

11.2.8 the actual date of first Occupation of the 23rd Dwelling

12 To notify the District Council and the County Council within fourteen days of each of the usual quarter days (25 March, 24 June, 29 September and 25 December) the number of Dwellings on the Development which have been Occupied on or before that quarter day and their addresses/plot numbers and to include the number of Bedrooms comprised in each Dwelling that has been Occupied together with a plan showing plot numbers.

13 DATA PROTECTION

13.1 The Owner acknowledges and agrees that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:-

13.1.1 The district planning authority so that it may revise its records including public records accordingly and/or monitor and audit compliance with this Deed

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

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

14 MORTGAGEE

14.1 The First Mortgagee and the Second Mortgagee acknowledge that the Site is bound by the obligations contained in this Deed to the intent that the security of the First Mortgagee and the Second Mortgagee over the Site shall take effect subject to this Deed.

14.2 It is hereby declared that the First Mortgagee and the Second Mortgagee shall not be personally liable to comply with the obligations in this Deed unless they take possession of the Site or any part of it.

15 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.

16 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

17 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

18 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.

19 VARIATION

19.1 Any variation of this Deed shall be made in writing but it is agreed that any obligation may be varied by deed and need only be executed by the party with the burden of such obligation and the party with the benefit of such obligation and such variation may relate to the obligations that at the date of this Deed or as a result of the variation bind the whole or only part of Site provided that if either the District Council or the County Council is not a party to any such Deed a copy of it shall be supplied to them forthwith on completion.

20 NOTICES

20.1 Any notice, demand or any other communication served under this Deed is to be delivered by hand or sent by first class post, pre-paid or recorded delivery post.

20.2 Any notice, demand or any other communication served is to be sent to the following address of the parties or such other address as one party may notify in writing to the others at any time as its address for service:

20.2.1 on the District Council at the address set out above marked for the attention of The Head of Development Control and Major Development or such other person at such address as the District Council may advise from time to time;

20.2.2 on the County Council at Speedwell House, Speedwell Street, Oxford, OX1 1NE marked for the attention of The Director of Environment and Economy or such other person at such address as the County Council may advise from time to time;

20.2.3 on the Owner marked for the attention of The Company Secretary or such other person as the Owner may advise from time to time at Countryside House, The Drive, Brentwood, Essex, CM13 3AT;

20.2.4 on the First Mortgagee marked for the attention of The Head of Public Private Finance at 3rd Floor, Sentinel House, 37 Surrey Street, Norwich, Norfolk, NR1 3UY;

- 20.2.5 on the Second Mortgagee marked for the attention of The Head of Public Private Finance at 3rd Floor, Sentinel House, 37 Surrey Street, Norwich, Norfolk, NR1 3UY.
- 20.3 Notice to any successor in title to the Owner shall be to that successor in title's last known address as previously notified to the other parties.
- 20.4 Unless the time of actual receipt is proved a notice, demand or communication sent by the following means is to be treated as having been served:
- 20.4.1 if delivered by hand, the time of delivery;
- 20.4.2 if sent by post, on the second Working Day after posting;
- 20.4.3 if sent by recorded delivery, at the time that delivery was signed for.
- 20.5 If a notice, demand or any other communication is served after 4pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served the next Working Day.
- 20.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

21 RELEASE OF PREVIOUS AGREEMENTS

- 21.1 For the avoidance of doubt the District Council the County Council the Owner the First Mortgagee and the Second Mortgagee agree that from the date of this Deed the Site shall be released in full from the provisions, obligations and restrictions contained in the Previous Agreements and further that the District Council and County Council shall no longer be able to enforce the provisions, obligations and restrictions of the Previous Agreements in relation to the Site against the Owner the First Mortgagee and the Second Mortgagee nor their successors in title or assign.
- 21.2 The District Council the County Council the Owner the First Mortgagee and the Second Mortgagee agree that the Application shall not constitute a Qualifying Application (as defined in the Previous Agreements) for the purpose of the Previous Agreements and no Marginal Payments (as defined in the Previous Agreements) shall fall due under the Previous Agreements as a result of this Deed or the Application.

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

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

Parcel of freehold land on the west side of Oxford Road, Bicester forming part of the land held under Title Number ON223414 shown with a thick black line on the Plan

SECOND SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

Part 1

Provision, Laying out and Transfer of Incidental Open Space/play areas , Off Site Facilities Contributions and Other Contributions

Definitions

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

"Any Adjacent Dwelling"	in relation to a Play Area and an IOS any Dwelling comprised in the Development situated within 30 metres of the boundary of a Play Area or an IOS as the case may be and "Adjacent Play Area" shall be construed as referring to that Play Area in relation to that dwelling and "Adjacent IOS" shall be construed as referring to that IOS in relation to that Dwelling;
"Contributions"	means the Formal Off-Site Sports Facilities Contribution and the Refuse Bin Contribution and the Public Art Contribution
"Final Completion Certificate"	in relation to a Play Area a certificate issued or deemed to be issued by the District Council confirming final completion of the laying out, landscaping and equipping of that Play Area in accordance with the Play Area Scheme and the making good of all defects and completion of the Maintenance Period to the District Council's reasonable satisfaction

"the Formal Off-Site Sports Facilities Contribution"	means the sum of seven hundred and thirty nine pounds and seventeen pence (£739.17) Index Linked per Dwelling for the purpose of construction of a pavilion, changing facilities, and all weather pitches at the Sports Village to be created on the adjacent development at SW Bicester which land is known as the "Sports Village Land" and is defined in and is to be transferred to the District Council pursuant to the Previous Agreements
"the Guide"	the District Council's adopted planning guidance Recreation and Amenity Open Space Provision July 2004, with revised adoption procedures February 2006
"IOS"	areas of incidental open space to be provided as part of the Development at the Site
"IOS Commuted Sum"	the sum of Sixteen Pounds and twenty-three pence (£16.23) Index Linked per square metre or part square metre of IOS plus a revenue management contribution of One Pound and sixty-two pence (£1.62) Index Linked per square metre or part square metre of IOS towards the future maintenance of the IOS
"IOS Final Completion Certificate"	in relation to any area of IOS a certificate issued or deemed to be issued by the District Council confirming final completion of the laying out and landscaping of that area of IOS including the making good of all defects and completion of the IOS Maintenance Period to the District Council's reasonable satisfaction
"IOS Maintenance Period"	in relation to an area of IOS a period of twelve (12) months following the issue or deemed issue by the District Council of an IOS Practical Completion Certificate in respect of that area of IOS

"IOS Practical Completion Certificate"	in relation to an area of IOS a certificate issued or deemed to issued by the District Council confirming the practical completion to its reasonable satisfaction of the laying out, landscaping and equipping of that area of IOS in accordance with the IOS Scheme
"IOS Scheme"	a scheme for the provision, laying out and landscaping of the IOS in accordance with the Guide (and including treatment and preservation of hedges and mature trees) submitted and approved by the District Council in accordance with paragraph 7.2 of Part 1 of this Schedule
"Play Area"	One Local Area of Play including buffer planting the Play Area activity zone to be of at least 100 square metres in area and landscaping and buffer planting of at least 400 square metres in area to be provided on the Site so that no Dwelling is further than one (1) minute's walk from the Play Area or one hundred (100) metres along measured footways the Play Area being constructed at the same time as the Adjacent Dwellings and in accordance with the Guide
"Play Area Commuted Sum"	the sum of Twenty two thousand one hundred and twenty eight pounds (£22,128) Index Linked plus a revenue management contribution of Two thousand two hundred and twelve pounds and eighty pence (£2,212.80) Index Linked payment is made to the District Council in respect of the future maintenance of the Play Area;
"Play Area Scheme"	a scheme for the provision, laying out landscaping and equipping of the Play Area in accordance with the Guide submitted to and approved by the District Council in accordance with paragraph 1.3 of Part 1 of this Schedule

“Maintenance Period”	in relation to the Play Area a period of twelve (12) months following the issue or deemed issue by the District Council of a Practical Completion Certificate in respect of the Play Area
“Practical Completion Certificate”	in relation to the Play Area a certificate issued or deemed to be issued by the District Council confirming the practical completion of the laying out, landscaping and equipping of the Play Area in accordance with the Play Area Scheme
“Public Art Contribution”	means the sum of one hundred and fifty pounds (£150) Index Linked per Dwelling (plus a management fee of seven pounds and fifty pence (£7.50) Index Linked per Dwelling plus a maintenance fee of ten pounds and fifty pence (£10.50) Index Linked per Dwelling) for the purpose of commissioning a bespoke work of art and/or integrated functional feature(s) on Site or within the Kingsmere development (which was permitted under planning permission reference 06/00976/OUT) to benefit the Development
“Refuse Bin Contribution”	In relation to a house or a flat/apartment with a garden means the sum of sixty pounds (£60.00) Index Linked per Dwelling and in relation to a flat or apartment without a garden means the sum of forty pounds (£40.00) Index Linked per Dwelling as a contribution towards the provision of three bins per Dwelling and recycling facilities within the Site

PROVISIONS RELATING TO THE PLAY AREA

1. The Owner covenants with the District Council that it the Owner:
 - 1.1. will provide the Play Area in accordance with the Guide and the Play Area Scheme ;

- 1.2 will not at any time use the Play Area or cause or permit the Play Area to be used for any purpose other than as a local area of play (and the words "any other purpose" shall include using the subsoil of the Play Area for the laying of services (unless otherwise agreed by the District Council in approving any conditions pursuant to the Planning Permission or otherwise approved by the District Council in writing) and using the Play Area or the site thereof 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);
- 1.3. will not Implement the Development or cause or permit the Development to be Implemented until there has been submitted in writing to and approved or deemed to have been approved by the District Council the Play Area Scheme which scheme shall include (1) details of the location of the Play Area (2) a timetable for carrying out the works and the planting comprised in the said laying out landscaping and equipping of the Play Area (3) provision to ensure that the Play Area is suitable for disabled users (4) detailed provision for the maintenance of the Play Area for a period of twelve months following its completion, such maintenance to include regular inspection; and (5) insurance of risks associated with the use and occupation of the Play Area to the reasonable satisfaction of the District Council until the transfer to the District Council;
- 1.4 will during the first planting season following the commencement of construction of any Adjacent Dwelling carry out and complete the laying out landscaping and equipping of the Play Area in accordance with the Play Area Scheme and to the reasonable satisfaction of the District Council;
- 1.5 will comply with any reasonable instructions given to it by the District Council for the purpose of ensuring that the Play Area is laid out, landscaped and equipped in accordance with the Play Area Scheme;
- 1.6 will notify the District Council on the completion of the laying out landscaping and equipping of the Play Area in accordance with the Play Area Scheme so that it may inspect the same and issue a Practical Completion Certificate if the Play Area has been completed to the District Council's reasonable satisfaction

- 1.7 will notify the District Council on the expiry of the Maintenance Period so that it may inspect the Play Area and (if satisfied) issue a Final Completion Certificate on completion of the Maintenance Period to the District Council's reasonable satisfaction

PROVIDED ALWAYS THAT the District Council (at all times acting reasonably) shall only be obliged to issue a Practical Completion Certificate or a Final Completion Certificate (as the case may be) if it (the District Council) is satisfied in accordance with the provisions of this Part 1 of this Schedule and if the District Council is not so satisfied the Owner will prior to reapplying for any Practical Completion Certificate or Final Completion Certificate comply with any reasonable requirements of the District Council to complete the laying out, landscaping and equipping of the Play Area and the remedying of any defects or omissions in accordance with the Play Area Scheme PROVIDED ALWAYS THAT notwithstanding the above the provisions of paragraph 7 of Schedule 4 shall apply in relation to the inspection and certification procedure referred to in this paragraph 1 of Part 1 to this Schedule;

- 1.8 will maintain the Play Area to its original completed standard throughout its Maintenance Period until its transfer to the District Council (or other person/body as it may direct), replacing and/or repairing to the reasonable satisfaction of the District Council any items (including surfaces) which are defective in the reasonable opinion of the District Council in accordance with the approved details contained in the Play Area Scheme and replacing any trees shrubs plants or grass which may die are removed or become seriously damaged or diseased with others of similar size and species to the reasonable satisfaction of the District Council;
- 1.9 Not without the prior written consent of the District Council to cause or permit any Adjacent Dwelling to be Occupied until the Practical Completion Certificate has been issued or deemed to have been issued in respect of the Play Area;
- 1.10 will provide an unrestricted right of access for the occupiers for the time being of the Dwellings to the Play Area at all times following the issue of the Practical Completion Certificate;
- 1.11 will not grant or cause or permit to be granted any rights or easements over the Play Area (or any part of it) without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed);

1.12 will at all times prior to the transfer of the Play Area to the District Council (or as it may direct) in respect of the Play Area upon reasonable notice permit the District Council's officers servants and agents to enter onto the Play Area and any other necessary part of the Site (solely for the purpose of gaining access to the Play Area) and will afford them access to do so for the purpose of inspecting the laying out of the Play Area and will provide an unrestricted right of access to the Play Area and (if access cannot be gained by or over public highways) over an appropriate part of the Site for the purpose of maintaining the Play Area ; and

1.13 will provide to the District Council prior to the issue of the Practical Completion Certificate in respect of the Play Area a RoSPA post installation report and Risk Assessment for the Play Area (which RoSPA report and Risk Assessment must be satisfactory to the District Council (acting reasonably)) and thereafter will provide a satisfactory RoSPA report in respect of the Play Area annually until the date of transfer of the Play Area to the District Council none of which RoSPA reports shall be more than eleven months old at the date it is provided to the District Council and which must be satisfactory to the District Council (acting reasonably).

Transfer of the Play Area

2. The Owner will not cause or permit to be Occupied more than seventy five per cent (75%) of the sum of all the Dwellings to be constructed on the Site until:
 - 2.1 the Maintenance Period has expired and the District Council has issued a Final Completion Certificate in relation to the Play Area; AND
 - 2.2 the unencumbered freehold of the Play Area has been transferred to the District Council (or such other person/body as it may direct) in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all times; AND
 - 2.3 the Play Area Commuted Sum has been paid to the District Council or as the District Council may direct.
3. The Owner will on the transfer of the Play Area hand over to the District Council and assign to the District Council (or other person at the District Council's direction) all contract documents and documents of guarantee relating to any play equipment and its installation on the Play Area.

4. Within 14 working days of receipt of the Final Completion Certificate the Owner will make an irrevocable offer to transfer the Play Area to the District Council and on acceptance of that offer by the District Council the Owner will transfer the Play Area to the District Council within 28 days of the District Council's acceptance of the offer.
5. The form of the transfer for land transferred to the District Council (or as the District Council may direct) pursuant to this Deed will be in the form of or largely in the form of the draft attached as Appendix 1
6. The Owner will on the transfer of the Play Area to the District Council (or to such person/body as it may direct) pay to the District Council or as the District Council may direct the Play Area Commuted Sum in respect of the Play Area.

PROVISIONS RELATING TO AREAS OF INCIDENTAL OPEN SPACE

7. The Owner covenants with the District Council that it the Owner:
 - 7.1 will provide the IOS in accordance with the Guide and the IOS Scheme
 - 7.2 will not Implement the Development or cause or permit the Development to be Implemented until there has been submitted in writing to and approved or deemed to have been approved by the District Council the IOS Scheme and which scheme shall include (1) identify the location of the IOS (2) a timetable for carrying out the works and the planting comprised in the laying out and landscaping of each area of IOS (3) detailed provisions for the maintenance of each Area of IOS for a period of twelve months following its completion, such maintenance to include regular inspection; and (4) insurance of risks associated with the use and occupation of the IOS to the reasonable satisfaction of the District Council until the transfer to the District Council;
 - 7.3 will not at any time use the IOS or any part of it or cause or permit the IOS to be used for any purpose other than as informal open space and it is agreed that the words "any other purpose" shall include using the subsoil of the IOS for the laying of services (unless otherwise agreed by the District Council in approving any conditions pursuant to the Planning Permission or otherwise approved in writing by the District Council) and using the IOS (or the site thereof) 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;
 - 7.4 will lay out and landscape the IOS in accordance with the IOS Scheme and the Guide and to the reasonable satisfaction of the District Council;
 - 7.5 will comply with any reasonable instructions given to it by the District Council for the purpose of ensuring that the IOS is laid out and landscaped in accordance with the IOS Scheme;

- 7.6 will notify the District Council on the completion of the laying out and landscaping of each area of IOS so it may inspect the same and issue an IOS Practical Completion Certificate if such area of IOS has been completed to the District Council's reasonable satisfaction in accordance with the IOS Scheme
- 7.7 will maintain each area of the IOS to its original completed standard throughout its IOS Maintenance Period until its transfer to the District Council (or other person/body as it may direct) replacing and/or repairing to the reasonable satisfaction of the District Council any items which are defective in the reasonable opinion of the District Council in accordance with the approved details contained in the IOS Scheme any trees shrubs plants or grass which may die are removed or become seriously damaged or diseased with others of similar size and species, all to the reasonable satisfaction of the District Council;
- 7.8 will notify the District Council on the expiry of each IOS Maintenance Period so that it may inspect it and (if satisfied) issue an IOS Final Completion Certificate in respect of each such area of IOS;

PROVIDED ALWAYS THAT the District Council (at all times acting reasonably) shall only be obliged to issue an IOS Practical Completion Certificate or an IOS Final Completion Certificate (as the case may be) if it (the District Council) is satisfied in accordance with the provisions of this Part 1 of this Schedule and if the District Council is not so satisfied the Owner will prior to reapplying for any IOS Practical Completion Certificate or IOS Final Completion Certificate comply with any reasonable requirements of the District Council to complete the laying out and landscaping of the IOS and remedying of any defects or omissions in accordance with the IOS Scheme PROVIDED ALWAYS THAT notwithstanding the above the provisions of paragraph 7 of Schedule 4 shall apply in relation to the inspection and certification procedure referred to in this paragraph 7 of Part 1 to this Schedule;

- 7.9. Within 14 working days of receipt of the IOS Final Completion Certificate the Owner will make an irrevocable offer to transfer the relevant area of IOS to the District Council and on acceptance of that offer by the District Council the Owner will transfer the relevant areas of IOS to the District Council within 28 days of the District Council's acceptance of the offer. The form of the transfer for land transferred to the District Council (or as the District Council may direct) pursuant to this Deed will be in the form of or largely in the form of the draft attached as Appendix 1

- 7.10 will on the transfer of any area of IOS to the District Council (or to such person/body as it may direct) pay to the District Council or as the District Council may direct the IOS Commuted Sum in respect of that area of IOS;
- 7.11 will not grant or cause or permit to be granted any rights or easements over any part of the IOS without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed);
- 7.12 will at all times prior to the transfer of each area of IOS to the District Council (or as it may direct) upon reasonable notice permit the District Council's officers servants and agents to enter onto the relevant area of IOS and any other necessary part of the Site (solely for the purpose of gaining access to the IOS) and will afford them access to do so for the purpose of inspecting the laying out of the area of IOS and access over an appropriate part of the Site for the purpose of maintaining the IOS if access cannot be gained by or over a public highway;
- 7.13 will provide an unrestricted right of access for the general public to each area of IOS at all times following the issue of the IOS Practical Completion Certificate
- 7.14 will not cause or permit to be Occupied more than seventy-five per cent (75%) of the sum of all the Dwellings until:-
- 7.14.1 the IOS Maintenance Period in respect of each area of IOS has expired and the District Council has issued an IOS Final Completion Certificate in respect of each area of IOS comprising the whole of the IOS; and
- 7.14.2 the IOS Commuted Sum has been paid in full to the District Council or as the District Council directs in respect of each area of IOS; and
- 7.14.3 the unencumbered freehold of each area of IOS (together with full pedestrian and vehicular access thereon) has been transferred to the District Council or to such person/body as the District Council may direct at no cost (including legal costs) to and subject to no other contribution by the District Council.

THE CONTRIBUTIONS

- 8 The Owner covenants with the District Council that it the Owner will:
- 8.1 prior to Implementation pay the Refuse Bin Contribution and the Formal Off-Site Sports Facilities Contribution to the District Council and will not Implement the Development or cause or permit the Development to be Implemented until the Refuse Bin Contribution and the Formal Off-Site Sports Facilities Contribution has been paid in full to the District Council

8.2 prior to the Occupation of fifty percent (50%) of the Dwellings in the Development pay the Public Art Contribution to the District Council and will not Occupy more than fifty per cent (50%) of the Dwellings in the Development or cause or permit more than fifty per cent (50%) of the Dwellings in the Development to be Occupied until the Public Art Contribution has been paid in full to the District Council.

PART 2

AFFORDABLE Housing

Definitions

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

- “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 Dwellings” the Affordable Rented Housing and the Shared Ownership Housing which together shall comprise thirty per cent (30%) of the total number of Dwellings on the Site and all of which Affordable Housing Dwellings shall comply with the Affordable Housing Standards
- “Affordable Housing Land “ that part or parts of the Site or any building or any buildings on the Site upon or within which there will be provided Affordable Housing Dwellings together with full rights of access to each Affordable Housing Land from the Site and the provision of all necessary Infrastructure and connections thereto and the necessary installations thereof for the dwellings to be constructed on the Affordable Housing Land;
- “Affordable Housing Mix” The mix of tenure of the Affordable Housing Dwellings set out in paragraph 2 of this Schedule

“Affordable Rented Housing”

The housing units comprised in the Affordable Housing Dwellings the tenure of which is referred to in the June 2011 version of Planning Policy Statement 3: Housing offering flexible tenancies at a maximum of 80% of gross local market rents reflecting the properties’ size and location as verified by a valuation in accordance with the Royal Institution of Chartered Surveyors Valuation and Appraisal Standards (Fifth Edition as updated and amended from time to time) certified by a member of the Royal Institution of Chartered Surveyors and which shall be offered for rent by a Registered Provider to persons who are otherwise unable to secure private sector housing for purchase or rent in the prevailing economic circumstances and who have in the opinion of the District Council need for such housing as demonstrated by their position on the District Council’s Housing Register such units to be provided in accordance with the Affordable Housing Mix

“Affordable Housing Standards”

the design criteria with which the Affordable Housing Dwellings shall comply namely:

- be constructed to Homes and Communities Agency Design and Quality Standards (“D&QS”) including to at least level 3*** of the Code for Sustainable Homes or other at least equivalent standards in operation at the time the Development is Implemented; and
- shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings; and
- be in groups throughout the Site in groups of no more than five Affordable Housing Dwellings each in accordance with paragraph 1.1 below;

and further 50% of the Affordable Housing Dwellings shall comply with Lifetime Homes Standards (such Lifetime Homes Standards to apply to at least 50% of the Affordable Rented Housing)

"Affordable Housing Scheme"

Means a scheme detailing:

- a) the exact number and location of Affordable Housing Dwellings to be provided on Site;
- b) the sizes of the Affordable Housing Dwellings;
- c) the tenure of the Affordable Housing Dwellings;
- d) identifying which Affordable Housing Dwellings will meet Lifetime Homes standards

"Chargee"

any mortgagee or chargee of the Registered Provider of the Affordable Housing Land or any part of it and includes any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

"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

"Infrastructure"

in relation to the Affordable Housing Land:-

- roads and footpaths to serve the Affordable Housing Land
- temporary services for contractors and a haul road for the use of contractors;
- adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Land;
- pipes sewers and channels sufficient to serve the Affordable Housing Land;
- spur connections to agreed inverts (to be available at a time or times to be agreed with

the Registered Provider) from the Owner's foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Land such spur connections to be to a specification agreed with the Registered Provider;

and the following services:-

- a standard fire hydrant supply and fire hydrants in the public highway in positions to be agreed with the Registered Provider;
- a water supply connection from the mains (size and termination position to be agreed with the Registered Provider);
- an electricity supply (size and termination position to be agreed with the Registered Provider);
- a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings)
- a telephone spur (terminating in a junction box at a location agreed with the Registered Provider);
- if digital communication systems (for example cable television) are provided on the Development to provide a connection to the Affordable Housing Land (final locations to be agreed with the Registered Provider);

PROVIDED THAT the Owners shall not be responsible for incurring the costs of any of the connection charges for such infrastructure to the Affordable Housing Land or the Affordable Housing Dwellings

"Lifetime Homes Standards" the Standards set out in Appendix 4 to this Deed of Agreement

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

"Registered Provider" means a private provider of social housing which is designated in the register maintained by the TSA 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 and 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 been approved in writing by the District Council

"Shared Ownership Basis" means Affordable Housing offered via the Registered Provider on a low cost home ownership basis so that the first occupier's initial share is between twenty five (25) percent and seventy five (75) percent of the equity in the relevant housing unit and so that the remaining percentage shall be let by way of a lease in the form of the HCA model lease for shared ownership where required by the HCA for grant funding purposes, or otherwise in a form acceptable to the Registered Provider for non-grant funded shared ownership

"Shared Ownership Housing" the housing units comprised in the Affordable Housing Dwellings provided on a Shared Ownership Basis such housing units to be provided by a Registered Provider in accordance with the Affordable Housing Mix

"TSA" the Office for Tenants and Social Landlords (also known as the Tenant Services Authority) 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 regulatory/supervisory functions

1. The Owner covenants and undertakes with the District Council that it the Owner:-
 - 1.1 will not Implement or cause or permit the Implementation of any part of the Development until the Affordable Housing Scheme has been submitted to and approved by the District Council
 - 1.2 subject to paragraph 1.5 below will not Occupy or cause or permit the Occupation of more than forty per cent (40%) of the Market Dwellings until the Affordable Housing Land (either as bare land or together with the foundations and brick courses above the damp proof membrane sufficient to achieve "golden brick") has been offered to and transferred to the Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold title free from incumbrances and with vacant possession and capable of being fully serviced and properly connected to the public highway
 - 1.3 will transfer the Affordable Housing Land (either as bare land or together with the foundations and brick courses above the damp proof membrane sufficient to achieve "golden brick") to the Registered Provider in consideration of the sum of £1 and at no other cost to or contribution by the Registered Provider (including legal costs) (save that if agreed between the Registered Provider and the Owner that the Owner should construct the Affordable Housing Dwellings or the foundations and brick courses above the damp proof membrane (sufficient to achieve "golden brick") then the agreed cost of construction of such Affordable Housing Dwelling or said foundations and brick courses shall be paid by the Registered Provider to the Owner)
 - 1.4 will not Occupy or cause or permit the Occupation of more than fifty per cent (50%) of the Market Dwellings until there has been provided to the District Council's reasonable satisfaction the Infrastructure to serve each parcel of the Affordable Housing Land and the Affordable Housing Dwellings at no cost to or other contribution by the Registered Provider;
 - 1.5 where the Owner and the Registered Provider have agreed that the Owner should construct the Affordable Housing Dwellings then the provisions of paragraph 1.2 above shall cease to have effect and no more than 60% of the Market Dwellings shall be Occupied or permitted to be Occupied until:
 - 1.5.1 all of the Affordable Housing Dwellings have been constructed and completed and are ready for Occupation; and
 - 1.5.2 the completion and legal transfer to the Registered Provider of the Affordable Housing Dwellings has occurred.
 - 1.6 the Owner will provide the Affordable Housing Dwellings in accordance with the Affordable Housing Mix and the Affordable Housing Standards;

Mix of Affordable Rented Housing and Shared Ownership Housing

2.

2.1 IT IS HEREBY AGREED between the parties hereto that the Affordable Housing Mix is as set out below unless otherwise agreed in writing by the District Council on request in writing by the Registered Provider or the Owner:

Affordable Rented Housing	70%
Shared Ownership Housing:	30%

PROVIDED ALWAYS THAT at least thirty percent (30%) of the total number of Dwellings comprised in the Development shall be provided on the Site as Affordable Housing Dwellings in any event

2.2 In the event the Registered Provider or the Owner makes a written request to the District Council to vary the Affordable Housing Mix the Affordable Housing Mix shall be implemented as approved or deemed to have been approved by the District Council in accordance with the provisions of paragraph 10 of Schedule 4 unless the District Council shall have notified in writing the Registered Provider or the Owner (as applicable) that the variation of the Affordable Housing Mix is not approved within 2 months of receipt of the written request from the Registered Provider or the Owner (as applicable)

Affordable Housing Land Covenants

3. The Owner:

- 3.1 will not use or cause or permit the use of the Affordable Housing Land for any purpose other than for the provision of Affordable Housing in accordance with this Deed of Agreement;
- 3.2 will not 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 provided that consent shall not be required for any mortgage or charge of the freehold 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; and
- 3.3 For the avoidance of doubt paragraphs 3.1 and 3.2 are binding on the Chargee PROVIDED THAT paragraphs 3.1 and 3.2 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 the successors in title of such purchaser provided that the provisions of paragraph 3.4 below have been complied with

3.4 It is hereby agreed and declared that the proviso contained in paragraph 3.3 will only apply where the Chargee exercising its power of sale :-

3.4.1 has first made every reasonable effort to the reasonable satisfaction as certified in writing by the District Council's Head of Development Control and Major Developments or such other officer as the District Council may designate for such purpose (such certification not to be unreasonably withheld or delayed) over a period of three months to dispose of the Mortgage Land at its then open market value subject to any leases and tenancies then subsisting and to the terms of this Deed to a registered provider; and

3.4.2 in the event of the Chargee being unable within the said period of three months to dispose of the Mortgage Land in accordance with the subparagraph above the Chargee shall then have given notice in writing to the District Council offering to transfer the Mortgage Land to the District Council at a consideration representing the open market value thereof at the date of the notice subject to any leases or tenancies then subsisting the amount of such consideration to be agreed between the District Council and the Chargee or failing such agreement to be determined by a member of the Royal Institution of Chartered Surveyors acting as an expert and not as an arbitrator to be appointed by joint agreement of the District Council and the Chargee or in default of agreement nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party (the cost of his appointment and acting to be met by the Chargee and the District Council in equal shares); and

3.4.3 EITHER the District Council has within 42 days of receipt of the notice given by the Chargee referred to in the sub-clause above given notice in writing to the Chargee that it does not wish to acquire the Mortgage Land

3.4.4 OR the District Council has failed to complete the transfer of the Mortgage Land within 4 weeks of the price having been agreed between the Chargee and the District Council or determined by the said expert.

3.5 the provisions of paragraphs 3.1 and 3.2 will not be binding on:

3.5.1 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

3.5.2 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.

- 3.6 will not allocate or cause or permit to be allocated any of the Affordable Housing Dwellings comprised in the Affordable Rented Housing other than in accordance with the terms set out in the form of Agreement for Nomination Rights for Affordable Rented Housing in the form annexed at Appendix 2; and
- 3.7 will not allocate or cause or permit to be allocated any of the Affordable Housing Dwellings comprised in the Shared Ownership Housing other than in accordance with the terms of an Agreement for Nomination Rights for Low Cost Home Ownership Housing in the form annexed hereto in Appendix 3;

THIRD SCHEDULE

Covenants with the County Council

1. Definitions

- “Approval (Variation)” any approval (further to an application for approval of any Reserved Matters for the Development or approval of a non material change to a Qualifying Permission or otherwise) which alters the Composition of the Development as established further to the Reserved Matters Approval (or as applicable preceding Approval (Variation))
- “Bedroom” a room in a Dwelling designed as a bedroom or study/bedroom and
- “1 Bedroomed Unit” means a Dwelling with 1 Bedroom
 - “2 Bedroomed Unit” means a Dwelling with 2 Bedrooms
 - “3 Bedroomed Unit” means a Dwelling with 3 Bedrooms
 - “4 Bedroomed Unit” means a Dwelling with 4 or more Bedrooms
- “Composition of the Development” the aggregate number of Dwellings comprised in the Development and the number of each Dwelling type classified by reference to the number of Bedrooms in a Dwelling
- “County Infrastructure Contribution” the sum which shall be Index Linked calculated by applying the Composition of the Development as identified in the Notification (Initial) (or as applicable the Notification (Variation)) to the Matrix; and the County Infrastructure Contribution shall comprise the aggregate of:-
- Infrastructure Payment Number 1 being 50% of the aggregate of the County Infrastructure Contribution (as calculated in

accordance with the above provisions) Index Linked; and
Infrastructure Payment Number 2 being 50% of the aggregate
of the County Infrastructure Contribution (as calculated in
accordance with the above provisions) Index Linked

The County Infrastructure Contribution is for the purposes set
out in Appendix 5 Part 1

- “Index Linked”
- in relation to the County Infrastructure Contribution and the Primary Education Contribution (including as applicable any additional payment further to paragraphs 3.7 and 3.8) adjusted according to any fluctuation occurring between the index value 177 (being the estimated index value at the date of this Agreement for the second quarter 2011)) and the quarter period in which the relevant payment is paid (by reference to the index value for that quarter) in the Tender Price Index of Public Sector Building (non-housing) in the BIS Construction Price and Cost Indices published by the Department for Business Innovation and Skills
 - in relation to the Transport Contribution and the Rail Contribution (including as applicable any additional payment further to paragraph 3.9) adjusted according to any fluctuations occurring between May 2011 and the date when the relevant payment is made in a composite index comprised of the following indices of the Monthly Bulletin of Indices – Prices Adjustment Formulae for Construction Contracts (1990 Series) published on behalf of the Department for Business Innovation and Skills weighted in the proportions below set out against each such index namely:-

Index 1 Labour & Supervision	25%
Index 2 Plant & Road Vehicles	25%

	Index 3 Aggregates	30%
	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 and the County Council	
"Matrix"	the formula: $(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$	
	When	
	A means the number of 1 Bedroomed Units;	
	B means the number of 2 Bedroomed Units;	
	C means the number of 3 Bedroomed Units;	
	D means the number of 4 Bedroomed Units; and	
	W, X, Y and Z are as set out in Appendix 5 Part 2	
"Notification (Initial)"	written notification of the Reserved Matters Approval containing a copy of that approval and details of the Composition of the Development	
"Notification (Variation)"	written notice of an Approval (Variation) containing a copy of that approval and details of the Composition of the Development	
"Primary Education Contribution"	the sum calculated as follows:-	
	$[(\text{£}B \times \text{£}3,228) + (C \times \text{£}8,420) + (D \times \text{£}11,702)]$ Index Linked	
	When B, C and D mean the number of 2 Bedroomed Units, 3 Bedroomed Units and 4 Bedroomed Units respectively comprised in the Composition of the Development as identified in the Notification (Initial) (or as applicable Notification (Variation)) and the Primary Education Contribution shall comprise the aggregate of:	
	<ul style="list-style-type: none"> • Primary Education Payment Number 1 being 40% of the Primary Education Contribution (as calculated in accordance with the above provisions) Index Linked; 	

- Primary Education Payment Number 2 being 30% of the Primary Education Contribution (as calculated in accordance with the above provisions) Index Linked; and
- Primary Education Payment Number 3 being 30% of the aggregate of the Primary Education Contribution (as calculated in accordance with the above provisions) Index Linked Subject always a provided in paragraph 4

The Primary Education Contribution is for the provision and/or improvement of primary education infrastructure serving the Site

“Rail Contribution” the sum calculated as follows: $N \times \text{£}186$ Index linked where N is the number of Dwellings comprised in the Composition of the Development identified in the Notification (Initial) (or as applicable the Notification (Variation))

The Rail Contribution is for railway upgrade works comprising engineering works (including all necessary preparatory works) to the permanent way and signalling between Bicester Town Railway Station and Oxford Railway Station so as to facilitate an improved service (compared with the service provided further to the December 2005 timetable attached at Appendix 6 to this Deed). Such works which may be undertaken in stages are to provide a facility capable of accommodating more passenger trains and/or passenger trains travelling faster and/or more frequently on the line between Oxford Railway Station and Bicester Town Railway Station so as to have capacity for 1 hourly round trip service throughout the day from approximately 7.30am to 7.30pm

“Reserved Matters Approval”	the approval of Reserved Matters (or where applicable Qualifying Permission) which first establishes the Composition of the Development
“Transport Contribution”	<p>the sum calculated as follows: $N \times \text{£}1815.65$ Index Linked</p> <p>When N is the number of Dwellings comprised in the Composition of the Development identified in the Notification (Initial) or as applicable the Notification (Variation); and the Transport Contribution comprises the aggregate of the following:</p> <ul style="list-style-type: none"> • Transport Payment Number 1 being 50% of the Transport Contribution (as calculated in accordance with the above provisions) Index Linked; and • Transport Payment Number 2 being 50% of the Transport Contribution (as calculated in accordance with the above provisions) Index Linked <p>The Transport Contribution is for measures comprised in the Bicester Integrated Transport and Land Use Strategy as revised from time to time</p>

2. Further Notifications etc

The Owner covenants with the County Council as follows:

- 2.1 to give to the County Council the Notification (Initial) within 14 days of the issue of the Reserved Matters Approval or if earlier prior to Implementation
- 2.2 not to cause or permit the Occupation of the 10th Dwelling until the Notification (Initial) has been given to the County Council
- 2.3 to give the County Council a Notification (Variation) within 14 days of the issue of each Approval (Variation)
- 2.4 where a Notification (Variation) is given on or before the Occupation of the 23rd Dwelling the County Infrastructure Contribution, the Primary Education Contribution, the Rail Contribution and the Transport Contribution shall be

recalculated applying the Composition of the Development as set out in the Notification (Variation) and any payment due on or following service of that Notification (Variation) shall be adjusted accordingly including covering the difference in respect of any instalments of a contribution that have been paid prior to the service of that Notification (Variation) as follows

2.4.1 by way of additional payment to make up the difference in respect of any previous instalments of a contribution where the recalculated sum is higher than the preceding calculation; or as applicable

2.4.2 by way deduction to make good the difference where the recalculated sum is lower than the preceding calculation

2.5 where a Notification (Variation) is given subsequent to Occupation of the 23rd Dwelling the County Infrastructure Contribution, the Primary Education Contribution, the Rail Contribution and the Transport Contribution shall remain as calculated applying the Composition of the Development as set out in the Notification (Initial) or as applicable preceding Notification (Variation) Provided always that additional payments shall be made as provided in paragraphs 3.7 – 3.9

2.6 In the event that the Owner fails to give a notification further to clause 12 within 21 days of the relevant quarter day or makes a return which appears to be incomplete the County Council may investigate whether the number of Dwellings first Occupied in the relevant quarter period for the purposes of ascertaining whether or not any of the obligations or restrictions in this Deed have become operative and the Owner will pay to the County Council the sum of £450 in respect of the costs of each such investigation; and the provisions of this paragraph shall be without prejudice for any other right or remedy of the County Council

3. **Payments**

The Owner covenants with the County Council as follows:-

3.1 not to cause or permit the Planning Permission or any Qualifying Permission to be Implemented until it has paid Primary Education Payment Number 1 to the

- County Council and to pay Primary Education Payment Number 1 to the County Council before the Planning Permission or any Qualifying Permission is Implemented. Provided always that if the Reserved Matters Approval has not been secured prior to Implementation a provisional payment of £145,000 (one hundred and forty five thousand pounds) Index Linked shall be paid in place of Primary Education Payment Number 1 and paragraph 3.2 shall apply
- 3.2 where the proviso to paragraph 3.1 has been operated to pay to the County Council within 28 days of the issue of the Reserved Matters Approval the amount (if any) by which Education Payment Number 1 exceeds the provisional payment of £145,000 Index Linked and the County Council agrees that where applicable there may be deducted from Primary Education Payment Number 2 the amount by which the provisional payment of £145,000 Index Linked exceeds Primary Education Payment Number 1
- 3.3 not to cause or permit the Occupation of the 10th Dwelling to be Occupied until it has paid to the County Council
- 3.3.1 Infrastructure Payment Number 1
- 3.3.2 Primary Education Payment Number 2
- 3.3.3 Transport Payment Number 1
- 3.3.4 Rail Contribution
- 3.4 to pay to the County Council on or before the Occupation of the 10th Dwelling
- 3.4.1 Infrastructure Payment Number 1
- 3.4.2 Primary Education Payment Number 2
- 3.4.3 Transport Payment Number 1
- 3.4.4 Rail Contribution
- 3.5 not to cause or permit the Occupation of the 23rd Dwelling to be Occupied until it has paid to the County Council
- 3.5.1 Infrastructure Payment Number 2
- 3.5.2 Primary Education Payment Number 3
- 3.5.3 Transport Payment Number 2
- 3.6 to pay to the County Council on or before the Occupation of the 23rd Dwelling

3.6.1 Infrastructure Payment Number 2

3.6.2 Primary Education Payment Number 3

3.6.3 Transport Payment Number 2

3.7 When a Notification (Variation) is given subsequent to Occupation of the 23rd

Dwelling a recalculation of the County Infrastructure Contribution shall be undertaken applying the Composition of the Development as identified in that Notification (Variation) to the Matrix and where the resultant County

Infrastructure Contribution exceeds the preceding calculation of the County

Infrastructure Contribution the difference Index Linked shall be paid within 28 days of the Notice (Variation)

3.8 when a Notification (Variation) is given subsequent to Occupation of the 23rd

Dwelling then a recalculation of the Primary Education Contribution shall be

undertaken and where the Primary Education Contribution as recalculated

exceeds the preceding calculation of the Primary Education Contribution the difference Index Linked shall be paid within 28 days of the Notification (Variation)

3.9 when a Notification (Variation) is given subsequent to the Occupation of the

23rd Dwelling and the Composition of the Development as identified in that

Notification (Variation) provides for a greater number of Dwellings than that

identified in the Notification (Initial) or as applicable preceding Notification

(Variation) the Rail Contribution and the Transport Contribution shall be

recalculated applying the Composition of the Development identified in the

relevant Notification (Variation) and the difference Index Linked compared with

the preceding calculation of the Rail Contribution and Transport Contribution

shall be paid within 28 days of the Notification (Variation)

4. Cancellation of Primary Education Payment Number 3

The Owner and County Council agree that the provisions of paragraphs 3.5.2, 3.6.2 and in so far as it relates to the recalculation of Primary Education Payment Number 3 paragraph 3.8 shall not apply (to the intent that Primary Education Payment Number 3 shall not be payable) in the event that the Occupation (as defined in the Previous Agreements) of the 600th Dwelling (as defined in the Previous Agreements) at the

Land (as defined in the Previous Agreements) but excluding the Site has occurred prior to the Occupation of the first Dwelling at the Site Save that this cancellation of Primary Education Payment Number 3 shall not apply if at the date of Occupation of the first Dwelling at the Site there has been approved further to the provisions of the Education Act and Inspections Act 2006 (and any relevant regulations made pursuant to that Act) by the local authority or as applicable an adjudicator (as specified in Section 25 of the Schools Standards and Frameworks Act 1998) a proposal for a primary school

- 4.1 that is not open at the date of the Planning Permission; and
- 4.2 that is not located on the Land (as defined in the Previous Agreements); and
- 4.3 that proposal includes the Site in its description of the area or community or communities which the approved school is expected to serve

FOURTH SCHEDULE

District Council's Covenants

Repayment of Contributions

- 1 The District Council hereby covenants with the Owner to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid;
- 2 The District Council covenants with the Owner that following written request from the Owner that it will pay to the party that made that payment to the District Council such amount of any payment made to the District Council under this Deed in accordance with the provisions of this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax (where required) and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of seven years of the date of receipt by the District Council of such payment. Any contribution or part of a contribution which the District Council has unconditionally contracted to expend prior to the date of receipt of such written request shall be deemed to have been expended by the District Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph.
- 3 The District Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid under this Deed upon a written request by the Owner such request not to be made more than once in any year.

Play Area and IOS

- 4 The District Council shall neither use nor permit to be used the Play Area nor the IOS other than as a play area and as amenity areas respectively for the use of the public without the prior written consent of the Owner

5. The District Council covenants with the Owner to accept a transfer of the Play Area and IOS within 14 days of receipt of a duly executed transfer if the Owner has made an irrevocable offer to transfer such areas pursuant to paragraphs 4 and 7.9 respectively of Part 1 of Schedule 2

Discharge of Obligations

6. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

Inspection and Certification

7. The District Council shall following receipt of notification from the Owner of the events listed in paragraph 9 below inspect the relevant works within 14 days thereafter and:
 - 7.1 (if satisfied) issue the Practical Completion Certificate for the Play Area or IOS Practical Completion Certificate or Final Completion Certificate for the Play Area or IOS Final Completion Certificate (as applicable) no later than 14 days after the relevant inspection; or
 - 7.2 (if not satisfied) give written notice to the Owner not later than 14 days after the relevant inspection of the defects which need to be rectified to enable the Practical Completion Certificate for the Play Area or IOS Practical Completion Certificate or Final Completion Certificate for the Play Area or IOS Final Completion Certificate (as applicable) to be issued.
8. If the District Council fails to:
 - 8.1 comply with the requirements of paragraph 7 above in respect of any works the works in question shall be deemed to have been satisfactorily completed and the Practical Completion Certificate for the Play Area or IOS Practical Completion Certificate or Final Completion Certificate for the Play Area or IOS Final Completion Certificate (as applicable) shall be deemed to have been issued 14 days following receipt of the relevant notification by the Owner
 - 8.2 approve or reject the IOS Scheme or Play Area Scheme submitted in accordance with paragraphs 7.2 and 1.3 respectively of Part 1 of Schedule 2 within 28 days following receipt of the relevant scheme the relevant scheme shall be deemed to have been approved by the District Council
9. The events referred to in paragraph 7 above are:
 - 9.1 completion of any area of IOS

- 9.2 completion of the IOS Maintenance Period in respect of any area of IOS
- 9.3 completion of the Play Area
- 9.4 completion of the Play Area Maintenance Period
- 9.5 the rectification of defects notified to the Owner under paragraph 7.2 above

Affordable Housing Mix

- 10.1 The District Council covenants with the Owner to give written notice of its decision whether or not to approve the variation to the Affordable Housing Mix proposed by the Registered Provider or the Owner pursuant to paragraphs 2.1 and 2.2 of Part 2 of Schedule 2 within 2 months of receipt and if the District Council have failed to respond within the said 2 months then the Affordable Housing Mix shall be deemed to be varied and approved in the form submitted.
- 10.2 In the event the District Council intends to reject the variations to the Affordable Housing Mix proposed by the Registered Provider or the Owner pursuant to paragraph 2.2 of Part 2 of Schedule 2 then the District Council shall do so within 2 months of receipt and in doing so shall set out detailed and reasoned justification for its decision.

Affordable Housing Scheme

- 11. The District Council covenants with the Owner to give written notice of its decision whether or not to approve the Affordable Housing Scheme within 2 months of receipt and if the District Council shall have failed to respond within the said 2 months then the Affordable Housing Scheme shall be deemed to be approved in the form as submitted.

FIFTH SCHEDULE

County Council Covenants

Use and Repayment of Contributions

The County Council covenants with the Owner that:

1. It will not apply the Transport Contribution or the Rail Contribution for any purpose other than that designated in the definition of the Transport Contribution or as applicable the Rail Contribution in such form and at such time as the County Council in its discretion decides.
2. It will not apply the County Infrastructure Contribution or the Primary Education Contribution other than for the purposes set out in Appendix 5 Part 1 or as applicable as that designated in the definition of Primary Education Contribution in such form and at such time as the County Council in its discretion decides save that the County Council may temporarily appropriate all or any part of the Primary Education Contribution and/or the County Infrastructure Contribution for any of the purposes specified in the definition of the Primary Education Contribution and Part 1 of Appendix 5 so long as such appropriated funds are ultimately reallocated for their designated purpose as provided for in the definition of the Primary Education Contribution and as set out in Part 1 of Appendix 5 And for the avoidance of doubt such temporary appropriation shall not prevent the County Council from being obliged to repay any unexpended monies in accordance with paragraph 3
3. It will pay to the person who paid a particular contribution or payment to the County Council (or to such other person as that person in its absolute discretion may direct) following written request from him the balance (if any) of any of the following:
 - 3.1. The County Infrastructure Contribution and the Primary Education Contribution; or as applicable
 - 3.2. The Transport Contribution; or as applicable
 - 3.3. The Rail Contribution

which at the date of such written request has not been expended (together with interest which is accrued on this balance after deduction of tax where required and any sum required to be deducted by law) provided always that any such request shall not be made prior to the expiry of 7 years from the following date as applicable

- 3.4. the date of payment of the final instalment of the County Infrastructure Contribution or if later the date of payment of the final instalment of the Primary Education Contribution;
- 3.5. the date of payment of the final instalment of the Transport Contribution;
- 3.6. the date of payment of the final portion of the Rail Contribution

or if later the expiry of 7 years from the due date for payment of such final instalment/payment.

Any contribution or payment or part contribution or payment which the County Council has unconditionally contracted to expend prior to the date of receipt of such request shall be deemed to have been expended prior to that date and for the avoidance of doubt

- Where the County Council has temporarily appropriated funds pursuant to paragraph 2 above it shall not be treated as having expended such temporarily appropriated funds for their designated purpose.
 - The County Council shall be treated as having unconditionally contracted to expend monies if the County Council shall have entered into a contract which provides for payment contingent on the provision of works and/or services and/or supplies and/or such contract allows for revocation for a breach of contract or in other circumstances such as liquidation where it is common practice for a contract to be revocable.
4. The County Council will provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of sums paid to the County Council under this Deed upon receiving written request from the Owner such request not being made more than once in any year.

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

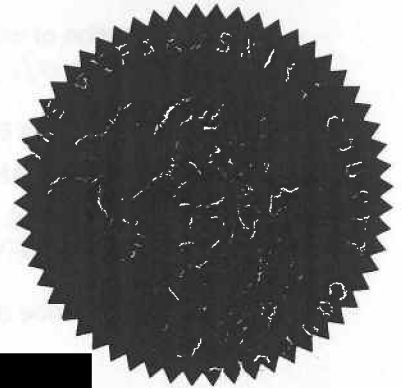


CDC 18119



Authorised Signatory

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



County Solicitor / Designated Officer

720/11

THE COMMON SEAL of
COUNTRYSIDE PROPERTIES (BICESTER) LIMITED
was affixed to this Deed
in the presence of:



Director

x m g



Director / Secretary

EXECUTED AS A DEED by)

AVIVA PUBLIC PRIVATE FINANCE LIMITED

ACTING BY ITS ATTORNEY *GRUAN WBS*)

in the presence of:-)

[Redacted]

Signature of witness)

[Redacted]

Name of witness

Address of witness

*Sentinel House
37 Surrey Street
Norwich, NR1 3UY*

Occupation of witness
UK CF/11/1879

Administrative Assistant

EXECUTED as a DEED by

AVIVA INSURANCE UK LIMITED

ACTING BY ITS ATTORNEY [Redacted]

In the presence of:

*as Attorney for
AVIVA INSURANCE UK LIMITED*

Signature of witness: [Redacted]

Name of witness:

SUSAN DOROTHY LAWRENCE

Address of witness:

Aviva Legal Services, Surrey Street, Norwich

Occupation of witness:

norwich 2700

Administrative Assistant

APPENDIX 1

Draft Form of Transfer

Land Registry
Transfer of part of registered title(s)

TP

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

1	Title number(s) out of which the property is transferred: ON223414
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>LAND ON THE WEST SIDE OF OXFORD ROAD, BICESTER, OXFORDSHIRE</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: EDGED RED</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>COUNTRYSIDE PROPERTIES (BICESTER) LIMITED</p> <p>For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 4165427</p> <p>For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

6 Transferee for entry in the register:

CHERWELL DISTRICT COUNCIL

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

BODICOTE HOUSE BODICOTE BANBURY
OXFORDSHIRE OX15 4AA

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12 Additional provisions

Definitions

- 1 In this transfer the following terms shall have the meanings specified:
 - 1.1 'The Plan' means the plan annexed to this transfer.
 - 1.2 'The Retained Land' means the land and buildings retained by the Transferor being that part of the land comprised in title number ON223414 as is not comprised in the Property together with any other neighbouring land owned by the Transferor at the date of this transfer.
 - 1.3 'Services' means water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services.
 - 1.4 'Service Media' means all pipes drains wires sewers watercourses cables channels gutters soakaways conduits or other conducting media whatsoever (and any structures incidental to the use thereof now or hereafter constructed).
- 2 Words importing the singular shall be construed as importing the plural and vice versa.
- 3 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.
- 4 References to the Transferor and the Transferee include their personal representatives, successors and permitted assigns.

Rights granted for the benefit of the property

3. The right for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right) to pass and repass with or without vehicles along the estate roads and over any part of any accessways on the Retained Land which have been designed to create access on foot or with vehicles to and from the Property or any part of it provided that the Transferor may at any time on written notice to the Transferee and within

the period of 80 years of the date hereof or before any such accessways shall become highways maintainable at the public expense, whichever shall be earlier, change the route of any such right hereby granted to an equally convenient alternative route provided by the Transferor at its entire cost.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

[to be completed if there are any services laid under the land in accordance with the terms of the section 106 agreement]

- 4 There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights:
 - 4.1 the right to the free passage and running of Services to and from the Retained Land in and through any Service Media that now or within the period of 80 years from the date hereof are laid in, through, upon, over or under the Property together with the right to enter onto so much of the Property as is reasonably necessary to inspect, maintain, repair, renew and replace any Services subject always to the Transferor making good to the satisfaction of the Transferee all and any damage or injury to the Property caused by the exercise of such rights;
 - 4.2 The right to use any part of the Retained Land as the Transferor thinks fit, or to build on or develop any part of the Retained Land or any neighbouring land, even if any such use or works interfere with the light or air to the Property;
 - 4.3 The right upon giving reasonable prior written notice to the Transferee to enter onto so much of the Property for so long as is reasonably necessary to maintain, repair, rebuild renew or develop any part of the Retained Land and any structures erected or to be erected thereon provided that any damage or injury to the Property caused by the exercise of such reserved right is made good by the Transferor to the satisfaction of the Transferee (acting reasonably); and
 - 4.4 Any rights of support enjoyed by the Retained Land over the Property at the

date of this transfer.

Include words of covenant.

Restrictive covenants by the transferee

- 5 The Transferee covenants with the Transferor that the Transferee will at all times hereafter use and maintain the Property as and for the purpose of public open space and play areas and the Transferee is acquiring the Property and will hold the Property under the powers conferred on the Transferee by the Open Spaces Act 1906

Include words of covenant.

Restrictive covenants by the transferor

None

Other

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

- 6 The Transferee covenants with the Transferor to observe and perform the covenants, conditions, restrictions, stipulations and other matters contained or referred to in the registers of Title Number ON223414 which affect the Property transferred so far as they are still subsisting and capable of taking effect at the date of this transfer and will keep the Transferor and any personal representatives and assigns effectually indemnified against all actions, claims, demands and losses resulting from their future breach and non-observance

- 7 The Parties hereby agree that:

- 7.1 No easement or other such right for the enjoyment of the Property over the Retained Land is created by this transfer otherwise than by express grant; and
- 7.2 The Property does not have the benefit of any implied rights (including those under section 62 of the Law of Property Act 1925) and no rights of light or air exist in relation to the Property.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Executed as a deed by

Countryside Properties

(Bicester) Limited

acting by two directors

or a director and its secretary

The Common Seal of

Cherwell District Council

was hereunto affixed to this Deed

in the presence of:

.....
Authorised Signatory

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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APPENDIX 2

Form of Agreement for Nomination Rights for Affordable Rented Housing

DRAFT

DATED

CHERWELL DISTRICT COUNCIL

AND

{ } HOUSING ASSOCIATION

AGREEMENT

For nomination rights for a development of land at

[]

Planning application number []

THIS AGREEMENT is made the day of 2011

BETWEEN:-

CHERWELL DISTRICT COUNCIL of Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA (hereinafter called "the Council") of the one part and [] Housing Association (Industrial and Provident Society No.), whose registered office is situated at [] (hereinafter called "the Association") of the other part.

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:-

- 1.1 "the Development" shall mean the provision of [mix] let at affordable rents on the Site and within the guidelines set out in the Tenant Services Authority Revised Tenancy Standard (Decision Instrument number 5 April 11)
- 1.2 "the Site" shall mean the land situated at [] shown edged red on the plan annexed hereto
- 1.3 "the Association includes its successors in title to the freehold of the development

1.4 "the Initial Nomination Period" shall mean the period commencing with the date on which the Development shall first become available for letting until all dwellings in the Development are fully let

1.5 "the Subsequent Nomination Period" shall mean a period of ninety-nine years from the termination of the Initial Nomination Period

1.6 "Practical Completion Date" means the date (notified by the Association to the Council in writing) on which the Association anticipates the dwellings in the Development will be structurally complete and ready for residential occupation

2. AGREEMENT FOR NOMINATIONS

It is hereby agreed and declared as follows:-

2.1 The Council shall be entitled during the Initial Nomination Period to nominate applicants to the Association as occupiers of 100% of the dwellings comprised in the Development

2.2 The Council shall be entitled during the Subsequent Nomination Period to nominate applicants to the Association as prospective tenants of 75% of any dwellings comprised in the Development that become available for letting

2.3 The Association shall give to the Corporate and Housing Strategy Manager or other nominated Officer of the Council (the name of such nominated Officer to be notified to the Association in writing) at least two months notice of the anticipated Practical Completion Date of each of the dwellings included in the Development

2.4 The Council shall within one month of service of the notice in paragraph 2.3 supply to the Association a list of the names and addresses of applicants on the Council's housing register, the number of nominees to equal the number of dwellings included within the Development (a "Nominations Notice")

2.5 The Association shall offer a [insert type of tenancy] of each dwelling in the Development to persons specified in the Nominations Notice and allow each nominee seven days within which to notify to the Association of rejection or acceptance of the offer. The Association shall notify the Council if any nominee rejects the offer of a tenancy.

2.6 In the event of any nominee failing to accept the offer of a tenancy the Council shall during the Initial Nomination Period have the right to serve further Nomination Notices until all the dwellings in the Development have been let.

2.7 In respect of subsequent lettings the Association shall inform the Council as and when vacancies or forthcoming vacancies occur within seven days of becoming aware of such vacancies or forthcoming vacancies and specify any factors relevant to the letting and the Council shall within five working days of receipt of such notification either issue a Nominations Notice or inform the Association that it has no nomination to make. In the event a Nominations Notice is issued the Association shall offer the nominee a tenancy in accordance with clause 2.5. The Association shall notify the Council if any nominees reject a tenancy.

2.8 In the event of any nominee failing to accept the offer of a tenancy in accordance with clause 2.7 the Council shall have the right during a further period of five working days from the date it is notified by the Association of the rejection to serve a further Nominations Notice nominating a substitute tenant.

2.9 The parties agree that if the Council does not make a nomination in accordance with this agreement or in the event that all persons nominated by the Council reject the offers of a tenancy made to them then the association shall be free to let the dwelling to whomsoever it wishes provided it is satisfied that person is in need of the dwelling and provided that this agreement (and this clause) shall continue to apply to future vacancies in the Subsequent Nomination period

2.10 The Association shall not unreasonably refuse to let a Dwellinghouse to any Nominee unless the Association has established to the reasonable satisfaction of the Council that any of the following reasons for Refusal apply to the Nominees;

- circumstances of household have changed since last assessed by local authority
- inaccurate information provided by the local authority
- dwelling house not suitably adapted for household or not suitable for some other reason
- nominee unable to afford the rent
- the nominee has been evicted within the previous two years by the RSL for breach of tenancy

condition, such as for nuisance or rent arrears

- other similar reason agreed with the Council

2.11 In the event of rejection the Association shall immediately inform the Council and notify the Council of its reasons for rejection and shall invite further nomination provided that the percentages hereinbefore provided have not been exceeded. The Council shall make a further nomination within five e working days after agreement has been reached between the Council and the Association that the previous nomination had been reasonably rejected

2.12 No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any

other expenses incurred by the Association arising from or in any way connected with a nomination by the Council under the terms of this Deed

2.13 Throughout the Initial and Subsequent Nomination Periods the Association shall submit to the Council annual monitoring returns in accordance with clause 2.10 below on a date to be determined by the Council for the Council to assess the percentage number of its nominations accepted for letting. The Association shall inform the Council on an on-going basis the outcome of each individual nomination made

2.14 The Association will provide to the Council in quarterly monitoring returns the following:

- (i) addresses of properties vacant and available for letting during that period
- (ii) the source of the letting, whether by nomination or otherwise
- (iii) the tenancy commencement date
- (iv) Where a nomination has been made the Council's Application Number
- (v) analysis of properties let by accommodation type and size showing the proportion of Council nominations.
- (vi) analysis of properties let by accommodation size and type showing the ethnic origin of the households
- (vii) analysis of any refusals or withdrawn offers and reason for refusal or withdrawal

2.15 The Council and the Association will hold a monitoring meeting at least annually after receipt of the monitoring returns and that meeting will agree any

changes or additions to nomination rights which should be recorded in the minutes of the meeting and a copy of the minutes will be provided to each party

2.16 The Association shall invite the Council to nominate any person or persons in accordance with the rights contained within this agreement but the Council shall not be under any obligation to exercise these rights

3. NOTICES

3.1 Any notice to be served on the Association hereunder shall be validly served if sent by first class post or facsimile addressed to the Association at its registered office specified herein or at any address formally notified to the Council in writing

3.2 Any notice to be served on the Council shall be validly served if sent by post or facsimile addressed to the Council at the address specified herein or at any address formally notified to the Association in writing

4. DISPUTES

4.1 Any dispute or failure to agree upon any matter in this Agreement may at any time by either party be referred to a third party appointed by the

President from time to time of the Chartered Institute of Housing who shall act as an arbitrator and who shall use his best endeavours to reach a decision in fourteen days from the date of his appointment and shall proceed as expeditiously as possible in accordance with the Arbitration Act 1996

- 4.2 The costs of such referral to a third party shall be borne equally by the parties or as the third party shall direct
5. The Council and the Association agree that the provisions of this Agreement shall not be binding on any mortgagee of the Association (or receiver appointed by such mortgagee) or successor in title thereto holding a Legal Charge upon the whole or any part of the Site to secure monies advanced to the intent that any such mortgagee (or receiver) exercising its security shall be able to sell all or part of the Site free from the foregoing rights and liabilities and thereupon this Agreement shall become null and void SUBJECT ALWAYS TO the provisions set out in of the section 106 Agreement relating to the Site.
6. This Agreement contains all the terms expressly agreed between the parties in respect of the exercise of nomination rights and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by either party where such variation is required by statute, order, bye-law or statutory instrument

IN WITNESS WHEREOF the parties hereto have caused their respective
Common Seals to be hereunto affixed the day and the year first before written

The Common Seal of CHERWELL }

DISTRICT COUNCIL was hereunto }

affixed in the presence of:- }

The Common Seal of the [ABC] }

Housing Association was hereunto }

affixed in the presence of:- }

Authorised Signatory

APPENDIX 3
Form of Agreement for Nomination Rights for Shared Ownership Housing

DATED _____

CHERWELL DISTRICT COUNCIL

- and -

**NOMINATIONS AGREEMENT FOR
SHARED OWNERSHIP (NEW BUILD HOMEBUY)**

For nomination rights for a development of land West of
Oxford Road, Bicester
Planning application number 10/01381/OUT

Kevin Lane
Interim Head of Legal and Democratic Services
Bodicote House, Bodicote
Banbury, Oxfordshire
OX15 4AA

THIS AGREEMENT is made the _____ day of _____ 200

BETWEEN

(1) **THE CHERWELL DISTRICT COUNCIL** of Bodicote House, Banbury, Oxfordshire OX15 4AA ("the Council") and

(2) [] (hereinafter called "the Association") of the other part.

WHEREAS:

1. The Council is a Local Authority for the purposes of the Local Government Act 1972 and a Local Housing Authority for the purposes of Part I of the Housing Act 1985
2. The Association is a registered provider within the meaning of the Housing and Regeneration Act 2008

NOW THIS DEED WITNESSES and it is agreed as follows:

Definitions

1. "the Land" means all that freehold land shown edged in black on the plan annexed hereto.
2. "Nomination Rights" shall mean the right granted by the Association to the Council to nominate in accordance with this agreement.
3. "Practical Completion Date" means the date on which the Units on the Land are structurally complete and ready for residential occupation such date to be certified by the Association's employer's agent.
4. "the Project" means the development of units and buildings reasonably ancillary to a residential development for the purposes of providing social housing demised by way of Shared Ownership lease at affordable rents.
5. "Units" shall mean the [] units for residential occupation constructed on the Land being namely, []
6. "SO Lease" means the HCA model lease for protected areas of a Unit for a term of 125 years granted on payment of a premium calculated by reference to a percentage of the open market value of the Unit and giving the leaseholder the right to purchase a further percentage or percentages of the then open market value of the Unit upon the terms contained in the SO Lease. The initial equity shares shall be between 25% and 75% of the open market value or such other lower equity share as shall be agreed between the Association and the Council.

7. "Staircasing" means the purchase by a leaseholder or leaseholders of a Unit of further percentages of the open market value of a Unit under the terms of an SO Lease.
8. "Staircasing Proceeds" means the price (net of the Association's reasonable sale expenses) paid by a leaseholder when Staircasing.
9. "New Build HomeBuy" means units sold under a shared ownership lease which are marketed through the Homebuy Agent.
10. "HomeBuy Agent means [].

The Agreement

1. The Association covenants with the Council that:
 - 1.1 The Association shall construct or procure the construction on the Land of [] Units with the intention of providing social housing to be demised by way of Shared Ownership lease at affordable rents and carried out in accordance with the recommended practices of the Homes and Communities Agency [for rural protected areas].
 - 1.2 The Association grants to the Council the right to nominate tenants for a period of sixty years or the normal and economically viable lifetime of the Units whichever is the longer on the basis of 100% nominations to all new and subsequent allocations of all Units by the Association.
2. The Nomination Rights shall be exercised from the Practical Completion Date by the Council in accordance with the agreed practice of the Council as set out in "The Procedures for Council Nominations to and Monitoring of Shared Ownership Properties" a copy of which is in Schedule A annexed to this Agreement and which may only be varied by agreement between the Council and the Association which agreement shall be evidenced in writing and signed by both parties.

2.1 The Council shall nominate 50% of initial lettings to person or persons with a local connection as defined in below.

- Living in Bicester for at least the previous five years;
- Having permanent employment in Bicester
- Having at least 10 years previous residence in Bicester if not currently residing there
- Applicants over 60 or with a disability who need to move to Bicester to receive support on special medical grounds from relatives or friends currently living there;

- Have close relatives living in Bicester for a period of at least five years. Close relatives are defined as parents, children, siblings, grandparents or grandchildren (including step relatives).

PROVIDED THAT

2.2 if the Association shall be unable to allocate the unit of accommodation to such person then the Association shall allocate the unit of accommodation to a person in accordance with the nomination provisions set out in Schedule 2 from the District Council's list of priority need cases within its administrative area.

3. No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with exercise of the Nomination Rights.
4. The Association agrees with the Council that during the period of the nominations the Association will not dispose of any part of the land on which the Units have been developed or are being developed or the Units or any of them except:
 - 4.1 in accordance with the terms of this agreement by way of a SO Lease;
 - 4.2 by way of mortgage or legal charge to a lender (the "Lender") assisting with funding or future funding;
 - 4.3 to a purchaser or transferee who is a registered provider within the meaning of the Housing and Regeneration Act 2008 who is willing to enter into an agreement on similar terms to this agreement and prior to any such disposal the Association must seek the written consent of the Council such consent not to be unreasonably withheld or delayed;
 - 4.4 in accordance with the staircasing provisions in the SO Lease, in which case the Association will inform the Council of each and any of these events.
5. The terms of this Agreement shall not be binding upon:
 - 5.1 any Lender or any Receiver appointed by a Lender or any person deriving title through the Lender, subject always to the provisos detailed in clause [] of 106 Agreement dated [] between Cherwell District Council, [parties] and thereupon this Agreement shall become null and void;
 - 5.2 any person granted an SO Lease or any successor in title to such person;
 - 5.3 any mortgagee of any person as mentioned in clause 5.2;
 - 5.4 any person who by virtue of the terms of an SO Lease is granted or has transferred to such person a reversionary interest.
6. The Association shall ensure that the SO Lease contains a provision requiring a leaseholder or leaseholders wishing to assign their interest in the SO Lease

- to offer for a period of 8 weeks to sell the unit through the HomeBuy Agent to a person registered on the Councils waiting list.
7. If and when the Association has out of monies arising from the premiums received by it on the grant of the SO Leases the rents payable under the SO Leases and the Staircasing Proceeds fully repaid to the Lender all monies due and, if Social Housing Grant has been used to fund the development, has paid to the Homes and Communities Agency (or its successor for receipt of such payments) all payments or repayments of Social Housing Grant which are required to be paid or repaid then the Association shall apply all of the balance of any subsequent Staircasing Proceeds for and towards the provision of shared ownership housing within the administrative district of Cherwell in full consultation with the Council and on schemes and projects approved by the Council.
 8. In the event that any difference arises between the parties with regard to this deed such dispute shall in the first instance be referred to the Chief Executive of the Association and the Strategic Director, Planning Housing and Economy or other nominated officer of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral.
 9. If such dispute cannot be resolved as provided for in clause 8 above then the dispute shall be referred for determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen shall act as an expert and not as an arbitrator but shall consider written representations made to him/her by the parties and the costs of such persons shall be borne as he may determine.
 10. Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the same may be as fully and effectually exercised in relation to the dwellings constructed on the Land as if this Deed had not been executed by it.
 11. This Agreement contains all the terms expressly agreed between the parties in respect of the exercise of nomination rights and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by the Council or the Association where such variation is required by statute order bye-law or statutory instrument or is a change imposed by the Housing Corporation or its statutory successor.
 12. ANY written communication or notice required by this Deed to be served on the Council shall be deemed to have been received if addressed to the Head of Legal and Democratic Services at Bodicote House Banbury Oxfordshire OX15 4AA and sent to him by postal recorded delivery service and any written communication required to be sent to the Association shall be addressed to its Chief Executive and shall be deemed to have been received by him if addressed to him at the address of the Association above written and sent to him by postal recorded delivery service.
 13. In this Deed the expressions "the Association" and "the Council" shall include their respective successors and assignees and where the context admits the singular shall include the plural and the masculine include the feminine and vice versa.

IN WITNESS WHEREOF the parties hereto have caused their respective
Common Seals to be hereunto affixed the day and the year first before written

EXECUTED AS A DEED by affixing)

THE COMMON SEAL of the)

CHERWELL DISTRICT COUNCIL)

in the presence of:-)
Head of Legal and Democratic Services

EXECUTED AS A DEED by affixing)

THE COMMON SEAL of the)

[] HOUSING ASSOCIATION LIMITED)

in the presence of:-)

Authorised Signatory

SCHEDULE A

The Procedures for Council Nominations to and Monitoring of Shared Ownership Properties

Nominations Rights Policy

1. Where Housing Associations have developed shared ownership schemes, the percentage of nomination rights will be dependent on negotiations at development stage.
2. The procedure for nominations will be initiated by the Association forwarding details of the scheme to the Homebuy Agent to advertise and advertising the scheme in the local press, inviting applications to be made to the Homebuy Agent
3. After the closing date for applications, the Association will give notice of the need for nomination and send sufficient details of the applicants to the Council to enable the Council to prioritise applicants according to their assessed housing need.
4. The Council will return the list of applicants indicating relative priority to the Association within 14 working days. In allocating the properties, the Association will give the highest priority to the Council's nominations up to the agreed percentage of nomination rights, except where the number of nominations falls short of this percentage.
5. Where appropriate an ad hoc Discussion Panel will be convened between the Council and the Association to confirm priorities between applicants for nomination.
6. The Association will provide a report on the allocation to the Council within 10 working days of the allocation of a shared ownership lease.
7. Where subsequently a leaseholder wishes to sell his unit, the Association will forward details of the unit to the Homebuy Agent who will advertise the unit, inviting applications to be made to the Homebuy Agent.
8. After the closing date for applications, the Association will give notice of the need for nomination and send sufficient details of the applicants to the Council to enable the Council to prioritise applicants according to their assessed housing need. The Council will make a nomination to the Association within 7 days.
9. The Association will provide to the Council in annual returns the following:
 - (i) addresses of properties vacant and available for shared ownership during that period;
 - (vi) addresses of properties where shared ownership lease was offered;
 - (vii) where an offer has been made the Council's Application Number;
 - (viii) analysis of properties sold by accommodation type and size showing the proportion of Council nominations;
 - (iv) analysis of properties sold by accommodation size and type showing the ethnic origin of the households;
 - (v) analysis of rent levels, mortgage payments and equity sold for each property.
10. The Council and the Association will hold a monitoring meeting at least annually after receipt of the monitoring returns and that meeting will agree any changes or additions to nomination rights which should be recorded in the minutes of the meeting and a copy of the minutes will be provided to each party.

APPENDIX 4

Lifetime Homes Standards – Joseph Rowntree Foundation

A Lifetime Home incorporates all the relevant standards listed below.

Lifetime Homes standards	Specifications and dimensions which meet Lifetime Homes standards
Access	
1. Where there is car parking adjacent to the home, it should be capable of enlargement to attain 3300mm width.	The general provision for a car parking space is 2400mm width. If an additional 900mm width is not provided at the outset, there must be provision (e. g. a grass verge) for enlarging the overall width to 3300mm at a later date
2. The distance from the car parking space to the home should be kept to a minimum and should be level or gently sloping.	It is preferable to have a level approach. However, where the topography prevents this, a maximum gradient of 1: 12 is permissible on an individual slope of less than 5 metres or 1: 15 if it is between 5 and 10m, and 1: 20 where it is more than 10m. Paths should be a minimum of 900mm width
3. The approach to all entrances should be level or gently sloping.	See standard 2 above for the definition of gently sloping
4. All entrances should:	The threshold upstand should not exceed 15mm
a) be illuminated	
b) have level access over the threshold and	
c) have a covered main entrance.	
5. a) Communal stairs should provide easy access and	<i>Minimum dimensions for communal stairs</i> Uniform rise not more than 170mm
b) where homes are reached by a lift, it should be fully wheelchair accessible .	Uniform going not less than 250mm Handrails extend 300mm beyond top and bottom step Handrail height 900mm from each nosing
	<i>Minimum dimensions for lifts</i> Clear landing entrances 1500x1500mm Min. internal dimensions 1100x1400mm Lift controls between 900 and 1200mm from the floor and 400mm from the lift's internal front wall

Inside the home

6. The width of the doorways and hallways should conform to the specifications in the next column.	<i>Doorway clear opening width (mm)</i>	<i>Corridor/ passageway width (mm)</i>
	750 or wider	900 (when approach is head- on)
	750	1200 (when approach is not head- on)
	775	1050 (when approach is not head- on)
	900	900 (when approach is not head- on)

The clear opening width of the front door should be 800mm. There should be 300mm to the side of the leading edge of doors on the entrance level.

7. There should be space for turning a wheelchair in dining areas and living rooms and adequate circulation space for wheelchair users elsewhere.

A turning circle of 1500mm diameter or a 1700x1400mm ellipse is required

8 The living room should be at entrance level.

9 In houses of two or more storeys, there should be space on the entrance level that could be used as a convenient bed-space.

10 There should be:

a) a wheelchair accessible entrance level WC, with

b) drainage provision enabling a shower to be fitted in the future.

The drainage provision for a future shower should be provided in all dwellings .

Dwellings of three or more bedrooms

For dwellings with three or more bedrooms, or on one level, the WC must be fully accessible. A wheelchair user should be able to close the door from within the closet and achieve side transfer from a wheelchair to at least one side of the WC. There must be at least 1100mm clear space from the front of the WC bowl. The shower provision must be within the closet or adjacent to the closet (the WC could be an integral part of the bathroom in a flat or bungalow).

Dwellings of two or fewer bedrooms

- In small two- bedroom dwellings where the design has failed to achieve this fully accessible WC, the Part M standard WC will meet this standard
- 11 Walls in bathrooms and toilets should be capable of taking adaptations such as handrails. Wall reinforcements should be located between 300 and 1500mm from the floor
- 12 The design should incorporate:
 a) provision for a future stair lift
 b) a suitably identified space for a through- the- floor lift from the ground to the first floor, for example to a bedroom next to a bathroom. There must be a minimum of 900mm clear distance between the stair wall (on which the lift would normally be located) and the edge of the opposite handrail/ balustrade. Unobstructed 'landings' are needed at top and bottom of stairs
- 13 The design should provide for a reasonable route for a potential hoist from a main bedroom to the bathroom. Most timber trusses today are capable of taking a hoist and tracking. Technological advances in hoist design mean that a straight run is no longer a requirement
- 14 The bathroom should be designed to incorporate ease of access to the bath, WC and wash basin. Although there is not a requirement for a turning circle in bathrooms, sufficient space should be provided so that a wheelchair user could use the bathroom
- Fixtures and fittings**
- 15 Living room window glazing should begin at 800mm or lower and windows should be easy to open/ operate. People should be able to see out of the window whilst seated. Wheelchair users should be able to operate at least one window in each room
- 16 Switches, sockets, ventilation and service controls should be at a height usable by all (i. e. between 450 and 1200mm from the floor) This applies to all rooms including the kitchen and bathroom

APPENDIX 5 Part 1

Purposes for the Use of the County Infrastructure Contribution

Secondary Education

Provision and/or improvement of secondary education infrastructure serving the Site

Education – VI Form

Provision and/or improvement of infrastructure for the education and/or training of students aged 16-19 serving the Site

Special Education Needs

Provision and/or improvement of infrastructure for special education needs school(s) serving the Site

Library

Provision and/or improvement of library facilities serving the Site including book stock

Social and Health Care

Provision and/or improvement of day resource centre(s) for the elderly serving the Site

Waste Management

Provision and/or improvement of household waste recycling centre(s) serving the Site

Museum

Provision and/or improvement of infrastructure at the County museum resource centre Standlake

Adult Learning

Provision and/or improvement of an adult learning centre(s) serving the Site

Youth Facilities

Provision and/or improvement of youth facilities serving the Site

Appendix 5- Part 2

Matrix	1-bedroom unit	2-bedroom unit	3-bedroom unit	4-bedroom unit
	£	£	£	£
Secondary Education	-	2,453	7,597	11,455
VI Form	-	382	1,655	3,076
Special Educational Needs	-	85	237	331
Library Including Book Stock	123	165	249	308
Waste Management	90	122	182	226
Museum	7	10	14	17
Social & Health Care	197	164	164	131
Adult Learning	21	26	34	37
Youth Facilities	-	22	71	110
TOTAL PER DWELLING for County Infrastructure Contribution	438	3,429	10,203	15,691
	W	X	Y	Z

The above figures are not index linked