

DATED 30TH JANUARY 2020 ~~2019~~

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

JULIAN MURFITT AND CATHARINE RACHEL MURFITT

-and-

CATHARINE RACHEL MURFITT

-and-

~~**PHILIPPA PAIN AND GEORGINA PAIN**~~

~~**-and-**~~

ROSEMARY LOUISE HENSON

-and

P3 ECO (BICESTER) HIMLEY LIMITED

-and-

PORTFOLIO PROPERTY PARTNERS LIMITED

-and-

DESIMAN LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT

**under section 106 of the Town and Country Planning Act 1990 (as amended)
and section 111 of the Local Government Act 1972 and section 1 of the
Localism Act 2011
relating to Land to the north west of Bicester, north of Middleton Stoney Road
and west of
Howes Lane Bicester**

Application 14/02121/OUT

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DATE THIRTIETH OF JANUARY 2020

2019

PARTIES:

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("**District Council**")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall New Road Oxford OX1 1ND ("**County Council**")
- (3) **JULIAN MURFITT** and **CATHARINE RACHEL MURFITT** of Himley Barns, Middleton Stoney Road, Bicester OX26 1RT ("**the First Owner**")
- (4) **CATHARINE RACHEL MURFITT** of Himley Barns, Middleton Stoney Road Bicester OX26 1RT ("**the Second Owner**")
- (5) ~~**PHILIPPA MARIA ALINE PAIN** and **GEORGINA MARIA CLEMENTINA PAIN** both care of Freeths LLP, 5000 John Smith Drive, Oxford Business Park South, Oxford OX4 2BH ("**the Third Owner**")~~
- (6) **ROSEMARY LOUISE HENSON** of Himley Farm Bungalow, Middleton Stoney Road, Bicester OX26 1RT ("**the Fourth Owner**")
- (7) **P3 ECO (BICESTER) HIMLEY LIMITED** (Company Registration Number 07361204) whose registered office is at Calder & Co, 30 Orange Street, London, United Kingdom, WC2H 7HF ("**the First Developer**")
- (8) **PORTFOLIO PROPERTY PARTNERS LIMITED** (Company Registration Number 06940414) whose registered office is at Calder & Co, 30 Orange Street, London, United Kingdom, WC2H 7HF ("**the Second Developer**")
- (9) **DESIMAN LIMITED** (Company Registration Number 03305153) whose registered office is at Kingsbridge House, 601 London Road, Westcliff-On-Sea, Essex, SS0 9PE ("**the Mortgagee**")

1. **INTRODUCTION**

1.1 The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

1.2 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, libraries and in respect of public transport highways and the regulation of traffic.

1.3 The First Owner is the freehold Owners of that part of the Site registered at the Land Registry under Title Numbers ON245153 subject as therein provided.

1.4 The Second Owner is the freehold Owners of that part of the Site registered at the Land Registry under Title Number ON318263 subject as therein provided.

1.5 ~~The Third Owner~~ *second Developer* is the freehold Owners of that part of the Site registered at the Land Registry under Title Number ON237022 subject as therein provided. *and subject to the charge having acquired the freehold interest by*

1.6 The Fourth Owner is the freehold Owners of that part of the Site registered at the Land Registry under Title Number ON245151 subject as therein provided.

1.7 The First Developer is the freehold Owners of that part of the Site registered at the Land Registry under Title Number ON339648 subject to the Charge and also has the benefit of

a transfer deed dated 6 January 2020 made between Philippa Maria Aline Pain and Georgina Maria Clementina Pain (1) and The Portfolio Property Partners Limited (2)

Unilateral Notices (for options) registered in respect of the land owned by the First Owner the land owned by the Second Owner and the land owned by the Fourth Owner.

- 1.8 ~~The Second Developer has the benefit of a Unilateral Notice (for an option) registered in respect of the land owned by the Third Owner.~~
- 1.9 The Mortgagee has the benefit of the Charge
- 1.10 Pursuant to the Application the Developers have applied to the District Council for outline planning permission for the Development of the Site.
- 1.11 On 24 October 2019 the District Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.
- 1.12 The parties have agreed to enter into this Agreement with the intention that subject to the terms of this Agreement the obligations contained herein may be enforced by the District Council and the County Council against the Owners and the Developers and their respective successors in title.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

OPERATIVE PART

2. DEFINITIONS

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

- "Act"** means the Town and Country Planning Act 1990 as amended
- "Affordable Housing"** has the meaning set out in Schedule 4 to this Agreement
- "Application"** means the application for planning permission submitted to the District Council for the Development validated on 31 December 2014 and allocated reference number 14/02121/OUT
- "Bedroom"** means a room in a Dwelling designed as a bedroom or study/bedroom and:
- (a) **1 Bedroomed Unit** means a Dwelling with 1 Bedroom;
 - (b) **2 Bedroomed Unit** means a Dwelling with 2 Bedrooms;
 - (c) **3 Bedroomed Unit** means a Dwelling with 3 Bedrooms;
 - (d) **4 Bedroomed Unit** means a Dwelling with 4 or more Bedrooms.
- "Bond (1)"** means a bond from a reputable financial institution satisfactory to the County Council in the sum of £14,000,000 and substantially in the form of the draft annexed at Appendix 9 and described on the front sheet as BOND 1

"Bond (2)"

means a bond from a reputable financial institution satisfactory to the County Council in the sum of £14,500,000 and substantially in the form of the draft annexed at Appendix 9 and described on the front sheet as BOND 2

"Charge"

the charge over the First Developer's interest in that part of the Site dated 7 March 2018 and registered at entry 5 of the Charges Register of title number ON339648 in favour of the Mortgagee *and the charge over*

"CMO"

means a management body made up of representatives of the District Council the County Council and/or such other parties approved by the District Council pursuant to Schedule 13 which shall be responsible for the community governance of the North West Bicester Development the legal structure of which is to be approved by the District Council which shall pursue the strategic and operational intents set out in Appendix 8 hereto and the objectives of which shall include (but shall not be limited to):

- (a) acting for the benefit of those who live and/or work within the Development and the North West Bicester Development;
- (b) engage with and consult residents and employers located within the Development and the North West Bicester Development in matters relating to community governance of the Development; and
- (c) to manage, maintain, own or lease Facilities transferred to it for the benefit of those living and working within the North West Bicester Development

and shall have powers inter alia to hold and dispose of interests in property, maintain assets, invest monies, raise income and employ persons in the furtherance of its objectives

"Councils"

means the District Council and the County Council

"County Contributions"

means those contributions payable to the County Council as set out in Schedule 17

"County Monitoring Contribution"

means Twenty Thousand pounds (£20,000) Index Linked (CPIX) from April 2017 to the date of payment towards the County Council's costs of monitoring and administration of this Agreement

"Developer"

means together the First Developer and the Second Developer

"Development"

means the development of the Site to provide up to 1,700 residential dwellings (Class C3), a retirement village (Class C2), flexible commercial floor space (Classes A1, A2, A3, A4, A5, B1, C1 and D1), social and community facilities (Class D1), land to accommodate one energy centre and land to accommodate one new primary school (up to 2FE) (Class D1). Such development to include provision of strategic landscape, provision of new vehicular, cycle and pedestrian access routes, infrastructure and other operations (including demolition of farm buildings on Middleton Stoney Road)

The Second Developer's interest in that part of the Site registered with title number ON237022 and dated 6 January 2020

“District Council Monitoring Contribution”

means the sum of £12,771.83 (twelve thousand seven hundred and seventy one pounds and eighty three pence) Index Linked (CPIX) from Quarter 2 2017 to the date of payment towards the monitoring and administration of this Agreement

“Dwelling”

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

“Implementation”

means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (for the purposes of this Agreement 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, or construction of a contractor’s compound and the terms **“Implement”** and **“Implemented”** shall be construed accordingly;

“Index Linked (Baxter)”

means adjusted according to any increase occurring between January 2016 and the month in which the relevant payment is made in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) (1990 Series) made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

- (a) Index 1 Labour & Supervision 25%
- (b) Index 2 Plant & Road Vehicles 25%
- (c) Index 3 Aggregates 30%
- (d) Index 9 Coated Macadam & Bituminous Products 20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owners and the County Council and applied to the relevant County Contributions up to the date of its payment

“Index Linked (BCIS)”

means adjusted according to any increase occurring in the BCIS (all items) Index made available through the Royal Institution of Chartered Surveyors from the date specified in the Schedules hereto in respect of each contribution due to the District Council and in all cases until the month before the month in which the relevant payment is made and applied to the relevant contribution up to the date of its payment

“Index Linked (CPIX)”

means adjusted according to any increase occurring between the relevant date identified in the relevant

Schedule or clause and the date of payment of the relevant contribution to the District Council or as applicable to the County Council in the All Items Consumer Prices Index published by the Office of National Statistics

"Index Linked (PUBSEC)"

means adjusted according to any increase occurring between 1 Quarter 2016 or as otherwise provided in the relevant Schedule and the quarter in which the relevant payment is made in the BCIS PUBSEC (Price Index of Public Sector Building Extension of Non Housing) within the BCIS Public Sector Price and Cost Indices and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time for any reason it becomes impracticable to use this index then such alternative index as may be agreed in writing by the Owners and the County Council and applied to the relevant Contribution up to the date of its payment

"Index Linked (RPIX)"

means adjusted according to any increase occurring between the relevant date identified in the relevant Schedule and the date of payment of the relevant contribution to the District Council or as applicable to the County Council in the All Items Consumer Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics

"Interest"

means interest at 4% above the base lending rate of Lloyds Bank plc from time to time compounded annually

"Market Dwellings"

those Dwellings which are not provided as Affordable Housing

"North West Bicester Development"

means development of the site at North West Bicester which has been allocated for a mixed use development including up to 6000 homes pursuant to Policy Bicester 1 of the Cherwell Local Plan 2011 and of which the Site forms part

"North West Bicester SPD"

the supplementary planning document adopted by the District Council in February 2016 to supplement Policy Bicester 1 in the Cherwell Local Plan 2011 to guide the North West Bicester Development

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation for the purpose of construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term "Occupied" shall be construed accordingly

"Owners"

together the First Owner the Second Owner ~~the Third Owner~~ the Fourth Owner and the First Developer *and the second Developer*

"Phase"

any part of the Development which is depicted as a phase on a Phasing Plan approved by the District Council pursuant to the Planning Permission

"Plan 1"

means the plan attached to this Agreement at Appendix 1 and marked Plan 1 showing the Site edged red

"Planning Permission"

means the planning permission to be granted by the District Council pursuant to the Application subject to

conditions as set out in Schedule 1 as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the Act

“Qualifying Application”

means an application for approval of Reserved Matters or any separate application(s) for planning permission for any part (but not the whole) of the Development or any application under section 73 of the Act relating to the Planning Permission or to any permission issued pursuant to a Qualifying Application

“Qualifying Permission”

means a reserved matters approval or planning permission as the case may be issued pursuant to a Qualifying Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the Act

“Relevant Dispute”

shall mean a dispute between the parties or any two of them relating to:

- (a) the calculation of (an) indexation allowance(s) in the following circumstances:
 - (i) where there has been a change in nationally applicable guidance relating to a relevant index or indices
 - (ii) where there has been a change in the operation of a relevant index or indices or an index or indices have ceased to exist
- (b) approval of the Zero Carbon Strategy (pursuant to **paragraph 1** of Schedule 11)
- (c) approval of the Zero Carbon Implementation Strategy
- (d) whether a Practical Completion Certificate or a Certificate of Final Completion should be issued pursuant to Schedule 14 in relation to any facility
- (e) the calculation of the Estimate pursuant to Schedule 20
- (f) the amount of the Abnormal Costs referred to in **paragraph 2** of Schedule 22

“Reserved Matters”

means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission or as applicable Qualifying Permission in respect of the Development for subsequent approval

“Return Dates”

means the first day of January, first day of April, the first day July and the first day of October in each year occurring after the first Occupation of the first Dwelling until Returns have been made reporting the Occupation of all of the Dwellings at the Site

“Return Period”

means the period of 3 months ending on the day before a Return Date but so that the first Return Period will be

the period commencing on the first Occupation of any Dwelling and ending on the day before the following Return Date and the final Return Period will be the Return Period ending on the day before the Return Date next following the first Occupation of the final Dwelling at the Site

"Returns"

means the returns to be made by the Owners to the District Council and the County Council pursuant to **clause 13.2**

"Serviced"

means cleared of any rights of way and remediated to a standard fit for residential back garden use and provided with such of the Services and Service Media and easements as are reasonably required to enable it to be used for its intended purpose and not so as to benefit any other land and the term "Service" shall be construed accordingly

"Services and Service Media"

means any roads tracks footways footpaths highway verges cycle tracks cycleways bridleways pipes wires cables ducts conduits drains sewers berms for the conduct of gas water electricity foul and surface water television telephones and telecommunications and any plant and equipment or any other services and conducting media whether the property of a statutory undertaker utility company service provider or otherwise and references in this Agreement to Service Media shall be deemed to refer to the relevant pipes wires conduits apparatus and other conducting media

"SH Trigger"

is attained where all the following have been satisfied

- The Strategic Road Works are fully funded
- All requisite consents necessary for the carrying out and completion of the Strategic Road Works have been obtained and the person or persons who intend to carry out such works have rights of access to or ownership of all the land necessary to carry out the Strategic Road Works
- An unconditional completed and dated building contract has been entered into by the person or persons who intend to carry out the Strategic Road Works for their construction which contract shall provide for commencement of the Strategic Road Works within a reasonable period of time after the date of such contract and completion within a reasonable timeframe
- All land owners who own the site of the Strategic Highway have agreed to its dedication on the issue by the County Council of its certificate of completion for the Strategic Road Works

"Site"

means the land against which this Agreement may be enforced as shown edged red on Plan 1 which comprises the land on which the Development is to be carried out

"Strategic Highway"

means the central spine road and re-aligned Howes Lane and associated roads required to serve the North West Bicester Development as outlined in part (a) of the definition of Major Infrastructure in Schedule 20

“Strategic Road Works”	means the works for the construction of the Strategic Highway to adoption standards
“Substantially Complete”	means the stage at which the facility or building in question has been constructed or provided to a standard or condition which enables it to be used or made available for its intended purpose without the need to undertake additional works and “Substantial Completion” and like terms shall be construed accordingly
“Transfer Terms”	<p>the terms on which a transfer of any land comprising the Site shall be offered to the District Council which shall</p> <p>(a) not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owners or Developer; and</p> <p>(b) include for the benefit of the relevant land being transferred the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the area being transferred over any adjoining land for its intended purpose as set out in the relevant Schedule; and</p> <p>(c) be at nil consideration and otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or its nominee ; and</p> <p>(d) be a transfer of the entire freehold interest of the relevant land with full title guarantee and vacant possession on completion; and</p> <p>(e) be free from any pre-emption or option agreement and free from any mortgage charge or lien or other encumbrance which restrict the use of the land for its intended purpose other than those which exist at the date of this Agreement and / or are agreed in the transfer</p>
“Working Day(s)”	means any Monday to Friday (other than Bank or public holidays)

3. CONSTRUCTION OF THIS AGREEMENT

- 3.1 Where in this Agreement reference is made to any clause, paragraph or Schedule or part of a Schedule or recital or annex or Appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph or Schedule or part of a Schedule or annex to a Schedule or recital in or Appendix to this Agreement.
- 3.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 3.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

- 3.4 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.
- 3.5 "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.
- 3.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 3.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it and "statutory requirement" will be construed accordingly.
- 3.8 Reference to any party to this Agreement 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.
- 3.9 Save where stated to the contrary, in the event of any conflict between the provisions in the Appendices to this Agreement and the provisions of this Agreement (including the Schedules) the provisions contained in this Agreement (including the Schedules) will prevail.
- 3.10 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement

4. **LEGAL BASIS**

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

5. **CONDITIONALITY AND OWNERS' AND DEVELOPER'S COVENANTS**

- 5.1 The obligations in the Schedules to this Agreement are conditional upon:

- 5.1.1 the grant of the Planning Permission; and
- 5.1.2 Implementation

save where it is expressly provided that compliance is required prior to Implementation or that Implementation shall not take place until there has been compliance

- 5.2 The Owners and the Developer covenant with the District Council
 - 5.2.1 as set out in Schedules 2 – 16 and 20
 - 5.2.2 prior to the date of Implementation to make payment to the District Council of the District Council Monitoring Contribution
- 5.3 The Owners and Developer covenant with the County Council
 - 5.3.1 as set out in Schedules 17 - 23
 - 5.3.2 on the date of this Agreement to pay to the County Council £10,000 Index Linked (CPIX) from April 2017 to the date of payment by way of partial payment of the County Monitoring Contribution
 - 5.3.3 on or before the date of Implementation to pay to the County Council £10,000 Index Linked (CPIX) from April 2017 to the date of payment being the balance of the County Monitoring Contribution

6. DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owners and Developer as follows:

- 6.1 to grant the Planning Permission on the same date as the date of this Agreement subject only to the conditions set out in Schedule 1.
- 6.2 upon receipt of each of the contributions paid to it pursuant the terms of this Agreement to pay each of them into an interest-bearing account and ring-fence each contribution (and any interest accruing thereon) for the purpose for which it was paid.
- 6.3 not to use any part of the sums paid to it under the terms of this Agreement or to allow or permit the use of such sums by another party other than for the purposes for which it was paid subject to the operation of **clause 9.11** and following written request by the Owners or the Developer to provide details of expenditure of contributions that have been made to date PROVIDED THAT the Owners and the Developer shall not request information as to expenditure of contributions more frequently than on one occasion per year.
- 6.4 following written request from the person who paid the relevant Bicester Leisure Centre Phase 1 Contribution, Community Development Fund Contribution, Community Development Worker Contribution, Neighbourhood Policing Contribution, Waste Contribution and Recycling Contribution to repay to that person or as he may direct the balance of the relevant contribution or deposit plus any accrued interest which has not been spent or committed for expenditure by the District Council PROVIDED THAT:
 - 6.4.1 such request shall not be made before the expiry of 15 years from the date of receipt of the final instalment of the relevant contribution or deposit (or if later the expiry of 15 years from the due date of payment of the final instalment of the relevant contribution);
 - 6.4.2 any contribution or deposit or part thereof which the District Council has contracted to expend prior to the date of receipt of the request by the District Council further to clause 6.4.1 shall be deemed to have been expended prior to that date; and
 - 6.4.3 if capital works have been carried out then commuted sums for maintenance will not be returnable under this clause; and
 - 6.4.4 in the case of any refund of funding collected by the District Council for enhancement of facilities at Bicester Leisure Centre Phase 1 it shall be apportioned rateably as between all contributing parties.

6.5 Following written request from the person who paid the relevant Burial Ground Contribution, Local Health Contribution, the Community Building Contribution the Sports Pavilion Contribution or the Sports Pitch Contribution to repay to that person or as he may direct the balance of the relevant contribution or deposit plus any accrued interest which has not been spent or committed for expenditure by the District Council PROVIDED THAT:

6.5.1 such request shall not be made before the expiry of 25 years from the date of receipt of the final instalment of the relevant contribution or deposit (or if later the expiry of 25 years from the due date of payment of the final instalment of the relevant contribution);

6.5.2 any contribution or deposit or part thereof which the District Council has contracted to expend prior to the date 25 years following the date of receipt of the request by the District Council further to clause 6.5.1 shall be deemed to have been expended prior to that date;

6.5.3 if capital works have been carried out then commuted sums for maintenance will not be returnable under this clause

6.5.4 in the case of any refund of funding collected by the District Council for construction and fit out of the Community Building and Sports Pavilion (as defined in Schedule 4) it shall be apportioned rateably as between all contributing parties

6.6 Where pursuant to the terms of this Agreement land comprising the Site is offered for transfer to the District Council it will accept a transfer of the same in a timely manner provided that the land is offered for transfer by the Owners and Developer in accordance with the Transfer Terms and the terms of the relevant obligations.

6.7 The District Council may nominate the CMO as its nominee to receive a transfer of any of the community facilities to be provided or accommodated on the Site (which may include all or any of the Allotments Green Spaces or Play Areas to be provided pursuant to Schedule 14) PROVIDED THAT the CMO has been satisfactorily established at the point at which such facilities are to be transferred (such assessment to be at the discretion of the District Council) and PROVIDED ALWAYS THAT in such circumstances the District Council may also nominate the CMO to receive payment of the commuted sum payable for future management and maintenance of the facilities so transferred

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owners and Developer as follows:

7.1 Not to use any part of the County Contributions other than for the purposes for which it was paid (whether by the County Council or another party) subject to the operation of **clause 9.11** and following written request by the Owners or the Developer to provide details of expenditure of contributions that have been made to date PROVIDED THAT the Owners and the Developer shall not request information as to expenditure of contributions more frequently than on one occasion per year.

7.2 Following written request from the person who paid the relevant County Contributions to repay to that person or as he may direct the balance of the relevant contribution plus any accrued interest which has not been spent or committed for expenditure by the County Council PROVIDED THAT:

7.2.1 such request shall not be made before the expiry of 15 years from the date of receipt of the final instalment of the relevant contribution (or if later the expiry of 15 years from the due date of payment of the final instalment of the relevant contribution)

- 7.2.2 any contribution or part thereof which the County Council has contracted to expend prior to the date of receipt of the request by the County Council further to clause 7.2.1 shall be deemed to have been expended prior to that date; and
- 7.2.3 if capital works have been carried out then commuted sums for maintenance will not be returnable under this clause.
- 7.2.4 in the case of any refund of funding collected by the County Council for a traffic calming scheme at Middleton Stoney it shall be apportioned rateably as between the contributing parties

8. BOND

- 8.1 For the purposes of this clause and clause 9.9.4, the term "Constructed" shall mean constructed so as to be "Substantially Complete"
- 8.2 The Owners and the Developer covenant with the County Council and the District Council not to cause or permit Implementation until Bond (1) has been delivered to the County Council without any costs to the County Council or District Council
- 8.3 The Owners and the Developer covenant with the County Council and the District Council not to cause or permit any works for the construction of any further Dwellings on the Site once 500 Dwellings have been Constructed until Bond (2) has been delivered to the County Council without any costs to the County Council or District Council
- 8.4 In event that the Bond (1) or Bond (2) is called upon by the County Council not to cause or permit further development of the Site or the Occupation of any Dwelling at the Site subsequent to Bond (1) or as applicable Bond (2) being called upon unless and until there has been delivered to the County Council a supplemental bond in a form approved by the County Council to the intent that the bond sum of Bond (1) or as applicable Bond (2) is restored to the amount the bond sum would have been under Bond (1) or as applicable Bond (2) if Bond (1) or as applicable Bond (2) had not been called upon.
- 8.5 The Developer and the Owners will pay to the County Council the reasonable legal costs of the County Council in connection with the preparation and completion of any bond including any supplemental bond within 20 Working Days of demand.

9. MISCELLANEOUS

- 9.1 The Owners and the Developer will
 - 9.1.1 on completion of this Agreement pay to the District Council its reasonable legal costs of and in connection with this Agreement;
 - 9.1.2 on completion of this Agreement pay to the County Council its reasonable legal costs of and in connection with this Agreement;
 - 9.1.3 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 where any provisions are deemed to be unenforceable under the terms of this Agreement);
- 9.2 Save where expressly indicated to the contrary no provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions).
- 9.3 This Agreement shall be registrable as a local land charge by the District Council.

- 9.4 It is acknowledged that the Councils are obliged to act in accordance with public law principles in exercising their discretion and discharging their functions under this Agreement and where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Agreement such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed PROVIDED THAT where it is expressly provided that a matter will be in the absolute discretion of a party the latter provision shall prevail
- 9.5 Following the performance and satisfaction of all the obligations contained in this Agreement the District Council shall forthwith note this in the Register of Local Land Charges in respect of this Agreement
- 9.6 If any provision of this Agreement is or becomes invalid, illegal, unenforceable, it shall be deemed deleted. Any deletion of a provision under this clause shall not affect the validity or enforceability of the rest of this Agreement and insofar as reasonably practicable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality.
- 9.7 If prior to the Planning Permission or any Qualifying Permission being Implemented the Planning Permission and all Qualifying Permissions expire or are quashed or revoked this Agreement shall absolutely determine and become null and void save that this will not affect any antecedent liability of the Owners or the Developer and any payments made to the County Council or District Council before the date this Agreement became null and void which have not been spent (save for payments made pursuant to **clause 5.3.2** as to which the County Council shall be entitled to retain the sum of £5,000 and **clause 9.1**) shall following request from the party that made the payment be repaid to that party together with any interest which has accrued on this balance after deduction of tax where required and any sum required to be deducted by law. Any contribution or part contribution which the County Council or the District Council has contracted to expend prior to the date of receipt of such request will be deemed to have been expended prior to that date.
- 9.8 In the event that the Planning Permission and all Qualifying Permissions are quashed or revoked after Implementation the parties will amend the provisions of this Agreement in a reasonable manner to reflect that further development pursuant to the Planning Permission and Qualifying Permissions will not be lawful.
- 9.9 This Agreement shall not be enforceable against
- 9.9.1 any person who purchases or is the lessee or tenant of an individual Dwelling or their mortgagees or any person deriving title from such a person save for
- 9.9.1.1 restrictions on Occupations which shall be enforceable against purchasers and occupiers of individual Dwellings Occupied after the date on which the restriction in question arises
- 9.9.1.2 the provisions of the Ninth Schedule shall apply to the Owners and occupiers of the Affordable Housing Dwellings (as therein defined) except as therein provided;
- 9.9.2 any statutory undertaker who acquires an interest in the Site for the purpose of providing services to the Site save that any provisions relating to works at the Site and provisions as to use shall be enforceable in respect of its interest in the relevant part of the Site
- 9.9.3 the District Council or the County Council or successor in title or assignee of either of them in so far as it holds an interest in any part of the Site as a result of the operation of this Agreement but without prejudice to any liability of the District Council or as applicable the County Council to comply with any obligation expressly given in this Agreement or under any other agreement or assurance by the District Council or as applicable the County Council;

9.9.4 any Owners of any part of the Site after he has disposed of his interest in the Site provided that this will not relieve any Owners of liability for any breach in respect of the part of the Site in which that Owner had an interest arising prior to the date of passing with such interest

PROVIDED THAT the Owners and Developer shall remain liable

(a) for any breach of the covenants contained in this Agreement insofar as they do not constitute planning obligations within the ambit of section 106 of the Act that occurs after parting with the whole of their interest in the Site unless and until there has been delivered to the County Council and/or as applicable the District Council a deed of covenant duly executed as a deed by a successor in title who is the Owners of a substantial part of the Site with sufficient interest and control to secure compliance with such covenants (such interest to be agreed in advance with the District Council and County Council) which deed of covenants shall be in the form or substantially in the form of the deed of covenant attached at Appendix 10 and the provisions of this sub clause shall apply mutatis mutandis to such successor in title and his successors

(b) if Implementation has occurred (or in the event that Implementation has not occurred but Bond (1) has been provided), for any breach of the provisions of Schedules 17 and 20 that occurs after parting with the whole of their interest in the Site unless and until there is delivered to the County Council or District Council a Bond (1) guaranteeing the performance by a successor in title of the Owners and the Developer of those provisions and the provisions of this sub clause shall apply mutatis mutandis to such successor in title and his successors

(c) if 500 Dwellings have been Constructed (as defined in clause 8.1) on the Site (or in the event that 500 Dwellings have not been Constructed but Bond (2) has been provided), for any breach of the provisions of Schedules 17 and 20 that occurs after parting with the whole of their interest in the Site unless and until there is delivered to the County Council without expense to the County Council or District Council a Bond (2) guaranteeing the performance by a successor in title of the Owners and the Developer of those provisions and the provisions of this sub clause shall apply mutatis mutandis to such successor in title and his successors

9.10 Nothing in this Agreement 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 Agreement.

9.11 It is hereby agreed between the parties that

9.11.1 the Community Building Contribution and Sports Pavilion Contribution may be applied by the District Council to an alternative purpose towards which a contribution is payable pursuant to the Fourth Schedule; and

9.11.2 where an obligations in this Agreement provides for a sum to be paid to the County Council for a prescribed purpose then temporarily pending the receipt of all County Contributions the County Council may apply the payment for an alternative purpose for which sums are also to be paid pursuant to this Agreement to mitigate the impact of the Development

10. **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 Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

11. **NO FETTER**

Nothing in this Agreement 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.

12. **CHANGE OF OWNERSHIP etc**

The Owners and Developer agree with the District Council and the County Council 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 Agreement 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.

13. **NOTIFICATION**

13.1 The Owners and Developer covenant and undertake with the District Council and separately the County Council to notify the District Council and separately the County Council in writing within fourteen days of the occurrence of each of the following events and to specify in the notification the date on which it occurred:

13.1.1 the proposed date of Implementation of the Development

13.1.2 the actual date of Implementation of the Development

13.1.3 the proposed date of Occupation of the first Dwelling

13.1.4 the date of actual Occupation of the first Dwelling

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

13.1.6 the actual date of Occupation of 50% of the Market Dwellings

13.1.7 the proposed and actual date of commencement of construction of the first Dwelling to be constructed in respect of each Phase

13.1.8 the proposed and actual date of Occupation of the 34th Dwelling to be Occupied

13.1.9 the proposed and actual date of Occupation of the 49th Dwelling to be Occupied

13.1.10 the proposed and actual date of Occupation of the 99th Dwelling to be Occupied

13.1.11 the proposed and actual date of Occupation of the 150th Dwelling to be Occupied

13.1.12 the proposed and actual date of Occupation of the 199th Dwelling to be Occupied

13.1.13 the proposed and actual date of Occupation of the 220th Dwelling to be Occupied

13.1.14 the proposed and actual date of Occupation of the 249th Dwelling to be Occupied

13.1.15 the proposed and actual date of Occupation of the 290th Dwelling to be Occupied

- 13.1.16 the proposed and actual date of Occupation of the 299th Dwelling to be Occupied
- 13.1.17 the proposed and actual date of Occupation of the 350th Dwelling to be Occupied
- 13.1.18 the proposed and actual date of Occupation of the 399th Dwelling to be Occupied
- 13.1.19 the proposed and actual date of Occupation of the 499th Dwelling to be Occupied
- 13.1.20 the proposed and actual date of Occupation of the 599th Dwelling to be Occupied
- 13.1.21 the proposed and actual date of Occupation of the 650th Dwelling to be Occupied
- 13.1.22 the proposed and actual date of Occupation of the 750th Dwelling to be Occupied
- 13.1.23 the proposed and actual date of Occupation of the 799th Dwelling to be Occupied
- 13.1.24 the proposed and actual date of Occupation of the 850th Dwelling to be Occupied
- 13.1.25 the proposed and actual date of Occupation of the 899th Dwelling to be Occupied
- 13.1.26 the proposed and actual date of Occupation of the 920th Dwelling to be Occupied
- 13.1.27 the proposed and actual date of Occupation of the 999th Dwelling to be Occupied
- 13.1.28 the proposed and actual date of Occupation of the 1099th Dwelling to be Occupied
- 13.1.29 the proposed and actual date of Occupation of the 1199th Dwelling to be Occupied
- 13.1.30 the proposed and actual date of Occupation of the 1220th Dwelling to be Occupied
- 13.1.31 the proposed and actual date of Occupation of the 1250th Dwelling to be Occupied
- 13.1.32 the proposed and actual date of Occupation of the 1399th Dwelling to be Occupied
- 13.1.33 the proposed and actual date of Occupation of the 1499th Dwelling to be Occupied
- 13.1.34 the proposed and actual date of Occupation of 30% of the Market Dwellings
- 13.1.35 the proposed and actual date of Occupation of 50% of the Market Dwellings
- 13.1.36 the proposed and actual date of Occupation of 75% of the Market Dwellings
- 13.1.37 the proposed and actual date of Occupation of the final Dwelling to be Occupied

13.2 The Owners and Developer shall within 21 days of each Return Date make a return to the District Council and the County Council of the total number and type of Dwellings (by reference to Bedroom numbers) on the Development which have been Occupied at that Return Date and their addresses/plot numbers together with a plan showing plot numbers and each notification shall identify also the Dwellings and type of Dwellings Occupied during the preceding quarter and include an estimate of the number of first Occupations that will occur for the year from the relevant Return Date and in event that the District Council or the County Council considers that the Owners or Developer may have failed to give notification of an event taking place in accordance with **clause 13.1** or if the Owners or

Developer fails to make a Return within 21 Working Days of any Return Date or makes a Return which appears to be incomplete:-

13.2.1 the District and/or the County Council may investigate whether the event has taken place and/or as applicable the number and type/size of Dwellings first Occupied for the purpose of ascertaining whether or not any of the obligations or restrictions in this Agreement has become operative and the Owners and Developer will pay to the relevant Council the sum of £500 in respect of the costs of each such investigation; and

13.2.2 the due date for any payment due at or before a trigger point will be such date as the District Council and/or the County Council reasonably selects; and

and for the avoidance of doubt the provisions of this **clause 13.2** shall be without prejudice to any other right or remedy of the Councils

14. **INTEREST**

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

15. **VAT**

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

16. **MORTGAGEE'S CONSENT**

16.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the First Developer with its consent and that the First Owner's freehold interest in the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the First Developer's freehold interest in the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the First Owner's freehold interest in Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Developer.

17. **NOTICE**

17.1 Any notice or notification to be given under this Agreement shall be sent

17.1.1 to the District Council to the Assistant Director for Planning and Development of the District Council (Reference 14/02121/OUT) at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall from time to time direct; and

17.1.2 to the County Council to The Director for Planning and Place of the County Council County Hall, New Road Oxford OX1 1ND or to such other person at such other address as the County Council shall direct from time to time; and

and

17.1.3 to the Owners as follows:

17.1.3.1 to the First Owner and Second Owner to Himley Barns, Middleton Stoney Road, Bicester OX26 1RT

17.1.3.2 to the Third Owner care of care of Freeths LLP 5000 Oxford Business Park South Oxford OX4 2BH

17.1.3.3 to the Fourth Owner to Himley Farm Bungalow, Middleton Stoney Road, Bicester, OX26 1RT and

17.1.4 to the First Developer to Calder & Co, 30 Orange Street, London, United Kingdom, WC2H 7HF

17.1.5 to the Second Developer to Calder & Co, 30 Orange Street, London, United Kingdom, WC2H 7HF and

17.1.6 to the Mortgagee to Kingsbridge House, 601 London Road, Westcliffe-on-Sea, Essex SS0 9PE

or to such other address as the Owners the First Developer the Second Developer or the Mortgagee shall direct from time to time.

17.2 Any notice or notification including any consent or approval or the like to be given pursuant to this Agreement shall be in writing and delivered personally or sent by post

17.3 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:

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

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

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

17.3.4 if a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

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

18. DATA PROTECTION

18.1 The Owners and the Developer acknowledge and agree that information as to compliance with obligations pursuant to this Agreement (including as to whether or not contributions have been paid) may be passed to:-

18.1.1 the District Council or as applicable the County Council so that it may revise its records including public records accordingly and/or monitor and audit compliance with this Agreement

18.1.2 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

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

19. DISPUTE RESOLUTION

19.1 In the event of a Relevant Dispute a party to the dispute may at its discretion by notice (having given 14 days prior notice of intention to do so) refer the matter in dispute to be determined under this **clause 19** by an independent expert. The expert shall be agreed between the parties or (in default of the agreement within 10 Working Days) appointed by the President or next most senior available officer of the Chartered Institute of Arbitrators and:

- 19.1.1 Each party may within 10 Working Days of the appointment of the expert make written representations to him which are to be copied to the other party to the Relevant Dispute
- 19.1.2 Each party will be given a further 5 Working Days to give the expert written comments on those representations which are to be copied to the other party to the Relevant Dispute
- 19.1.3 The expert will be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require
- 19.1.4 The expert will not take oral representations from a party without allowing the other party to the Relevant Dispute the opportunity to be present and to give evidence and to cross examine each other
- 19.1.5 The expert will have regard to all representations and evidence upon making his decision which will be in writing and he will be required to give reasons for his decision
- 19.1.6 The expert will use reasonable endeavours to publish his decision within 4 weeks of his appointment
- 19.1.7 The expert shall have the power to award the costs of the determination in favour of a party to the dispute at the expense of the other but in the absence of such award each party will bear its own costs and the charges for the expert will be borne equally by the parties
- 19.1.8 The expert's decision shall be final and binding on the parties
- 19.1.9 This **clause 19** shall not apply to any dispute in relation to matters of law or the construction or interpretation of this Agreement.

20. **JURISDICTION**

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

21. **DELIVERY**

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

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

SCHEDULE 1

Conditions

SCHEDULE 2

Community Contributions

The following additional definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement):

- "Burial Ground Contribution"** means the sum of £17,087.82 (seventeen thousand and eighty seven pounds and eighty two pence) Index Linked (CPIX) from Quarter 2 2017 towards provision of a burial site as part of the North West Bicester Development and to serve the Development
- "Bicester Leisure Centre Phase 1 Contribution"** means the sum of £838,066.82 (eight hundred and thirty eight thousand and sixty six pounds and eighty two pence Index Linked (BCIS) from Quarter 2 2017 towards enhanced community sporting facilities at Bicester Leisure Centre Phase 1 which are reasonably expected to be used by residents of the Development
- "Local Health Contribution"** means the sum of £441,078.22 (four hundred and forty one thousand and seventy eight pounds and twenty two pence) Index Linked BCIS from Quarter 2 2017 towards the provision of a Local Health Facility to serve the needs of the population that arises as part of the North West Bicester Development
- "Neighbourhood Policing Contribution"** means the sum of £257,198.19 (two hundred and fifty seven thousand, one hundred and ninety eight pounds and nineteen pence) Index Linked (CPIX) from Quarter 2 2017 towards the increase in capital costs of providing neighbourhood policing required pursuant to the Development
- "Permanent Recycling Scheme"** means a scheme for the provision of a permanent recycling facility within the Development identifying the location and size of the facility and the material to be used for the provision of hard standing
- "Recycling Contribution"** means the sum of £2,072.51 (two thousand and seventy two pounds and fifty one pence) Index Linked (CPIX) from Quarter 2 2017 towards the District Council's acquisition and provision of recycling banks to be located at the facility the subject of either the Temporary Recycling Scheme or the Permanent Recycling Scheme
- "Temporary Recycling Scheme"** means a scheme for the provision of a temporary recycling facility within the Development identifying the location and

size of the facility and the material to be used for the provision of hard standing

“Waste Contribution”

means the sum of £110 (one hundred and ten pounds) per Dwelling Index Linked (CPIX) from Quarter 2 2017 towards the provision of refuse and recycling containers for each Dwelling

1. The Owners and Developer shall pay the following to the District Council:
 - 1.1 the Burial Ground Contribution prior to Occupation of any more than 249 Dwellings
 - 1.2 the Bicester Leisure Centre Phase 1 Contribution as follows:
 - 1.2.1 25 % prior to Occupation of any more than 299 Dwellings
 - 1.2.2 a further 25% prior to Occupation of any more than 599 Dwellings
 - 1.2.3 a further 25% prior to Occupation of any more than 899 Dwellings
 - 1.2.4 the balance prior to Occupation of any more than 1199 Dwellings
 - 1.3 the Local Health Contribution as follows:
 - 1.3.1 25 % prior to Occupation of any more than 299 Dwellings
 - 1.3.2 a further 25% prior to Occupation of any more than 599 Dwellings
 - 1.3.3 a further 25% prior to Occupation of any more than 899 Dwellings
 - 1.3.4 the balance prior to Occupation of any more than 1199 Dwellings
 - 1.4 the Neighbourhood Policing Contribution as follows
 - 1.4.1 25 % prior to Occupation of any more than 299 Dwellings
 - 1.4.2 a further 25% prior to Occupation of any more than 599 Dwellings
 - 1.4.3 a further 25% prior to Occupation of any more than 899 Dwellings
 - 1.4.4 the balance prior to Occupation of any more than 1199 Dwellings
 - 1.5 the Recycling Contribution prior to first Occupation of any more than 34 Dwelling
 - 1.6 the Waste Contribution for each of the Dwellings comprised in a Phase of the Development prior to the Occupation of the first Dwelling in that Phase
2. The Owners and Developer shall not Occupy or cause or permit the Occupation of:
 - 2.1 any more than 35 Dwellings unless and until the Recycling Contribution has been paid to the District Council
 - 2.2 any more than 249 Dwellings unless and until the Burial Ground Contribution has been paid to the District Council
 - 2.3 any more than 299 Dwellings unless and until 25% of each of the Bicester Leisure Centre Phase 1 Contribution the Local Health Contribution and the Neighbourhood Policing Contribution have been paid to the District Council

- 2.4 any more than 599 Dwellings unless and until a further 25% of each of the Bicester Leisure Centre Phase 1 Contribution the Local Health Contribution and the Neighbourhood Policing Contribution have been paid to the District Council
- 2.5 any more than 899 Dwellings unless and until a further 25% of each of the Bicester Leisure Centre Phase 1 Contribution the Local Health Contribution and the Neighbourhood Policing Contribution have been paid to the District Council
- 2.6 any more than 1199 Dwellings unless and until the full amount of each of the Bicester Leisure Centre Phase 1 Contribution the Local Health Contribution and the Neighbourhood Policing Contribution have been paid to the District Council
- 2.7 Occupy or cause or permit the Occupation of each and any Dwelling unless and until the Waste Contribution has been paid in respect of that Dwelling

Recycling

- 3. The Owners and the Developer shall
 - 3.1 submit and secure the written approval of the District Council for the Temporary Recycling Scheme prior to Occupation of any more than 35 Dwellings unless prior to the Occupation of 35 Dwellings the Owners and Developer have provided a permanent recycling facility in accordance with the approved Permanent Recycling Scheme
 - 3.2 implement the Temporary Recycling Scheme as approved prior to the Occupation of any more than 50 Dwellings PROVIDED THAT the obligation to provide the Temporary Recycling Scheme shall cease
 - 3.2.1 in the event that a permanent recycling facility has been provided in accordance with the approved Permanent Recycling Scheme prior to the Occupation of 50 Dwellings and
 - 3.2.2 otherwise on provision of the permanent facility in accordance with the Permanent Recycling Scheme
 - 3.3 submit and secure the written approval of the District Council for the Permanent Recycling Scheme no later than the date of Occupation of the 499th Dwelling
 - 3.4 implement the Permanent Recycling Scheme as approved prior to the Occupation of any more than 499 Dwellings
 - 3.5 not Occupy or cause or permit the Occupation of any more than 35 Dwellings unless and until
 - 3.5.1 the Recycling Contribution has been paid in full to the District Council and
 - 3.5.2 the District Council has approved the Temporary Recycling Scheme in writing
 - 3.6 not Occupy or cause of permit the Occupation of any more than 49 Dwellings unless and until the Temporary Recycling Scheme has been implemented as approved unless a facility has already been provided pursuant to the approved Permanent Recycling Scheme
 - 3.7 not Occupy or cause of permit the Occupation of any more than 499 Dwellings unless and until
 - 3.7.1 the District Council has approved the Permanent Recycling Scheme in writing; and
 - 3.7.2 the Permanent Recycling Scheme has been implemented as approved

SCHEDULE 3

Sports Pitches

The following additional definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement):

- “Permanent Sports Pitches”** means permanent sports pitches (to be provided on land comprising Pitch Area 1 and Pitch Area 2) forming part of the sports facilities to be provided to serve the Development and the wider North West Bicester Development such sports pitches to be located as to 13.9 hectares to the south of the railway that bisects the North West Bicester Development and as to 1.4 hectares to the north of the same
- “Pitch Area 1”** that part of the Permanent Sports Pitches comprising an area of no less than 6.14ha shown for the purposes of identification only marked ‘Playing Field 1’ on Plan number 592-PL-106 at Appendix 18 which area shall include its boundary hedgerows in their entirety
- “Pitch Area 2”** that part of the Permanent Sports Pitches comprising an area of no less than 6.04ha shown for the purposes of identification only marked ‘Playing Field 2’ on Plan number 592-PL-106 at Appendix 18 which area shall include its boundary hedgerows in their entirety together with the wooded area to the west of the playing pitch area
- “Pitch Maintenance Contribution”** means the sum of £425,592.53 (four hundred and twenty five thousand, five hundred and ninety two pounds and fifty three pence) Index Linked (CPIX) from Quarter 2 2017 towards future maintenance of the Permanent Sports Pitches
- “Sports Pitch Contribution”** means the sum of £387,003.48 (three hundred and eighty seven thousand and three pounds and forty eight pence) Index Linked (CPIX) from Quarter 2 2017 towards the provision of the Permanent Sports Pitches

1. The Owners and the Developer covenant with the District Council as follows:
 - 1.1 prior to the Implementation of the Development to agree the exact location and boundaries for Pitch Area 1 offer and transfer the same to the District Council or its nominee subject to the Transfer Terms which shall secure the use of Pitch Area 1 for sports and leisure activities
 - 1.2 prior to the Occupation of any more than 550 Dwellings to agree the exact location and boundaries for Pitch Area 2 offer and transfer the same to the District Council or its nominee subject to the Transfer Terms which shall secure the use of Pitch Area 2 for sports and leisure activities
2. to make payment to the District Council or its nominee of the Sports Pitch Contribution as follows:

- 2.1.1 10% on the transfer of the Pitch Area 1 and prior to the Implementation of the Development
- 2.1.2 a further 25% prior to Occupation of any more than 299 Dwellings
- 2.1.3 a further 35% on the transfer of Pitch Area 2 and prior to Occupation of any more than 550 Dwellings
- 2.1.4 the balance prior to Occupation of any more than 899 Dwellings
- 2.2 to make payment to the District Council or its nominee of the Pitch Maintenance Contribution as follows:
 - 2.2.1 10% on the transfer of Pitch Area 1 and prior to the Implementation of the Development
 - 2.2.2 a further 25% prior to Occupation of any more than 299 Dwellings
 - 2.2.3 a further 35% on the transfer of Pitch Area 2 and prior to Occupation of any more than 550 Dwellings
 - 2.2.4 the balance prior to Occupation of any more than 899 Dwellings
- 3. prior to their transfer to permit the District Council or its nominee to enter on to each of Pitch Area 1 and Pitch Area 2 with or without vehicles plant and equipment for the purposes of site or soil investigations including surveys and digging of trial pits PROVIDED THAT the District Council or its nominee shall make good any damage caused to Pitch Area 1 or Pitch Area 2 as applicable as a result of the operation of this paragraph 3
- 4. Not to cause or permit any Services and/or Service Media to be laid through or beneath either Pitch Area 1 or Pitch Area 2 without the prior written agreement of the District Council following submission of a plan showing the position and depth of the proposed Services and/or Service Media which agreement shall only be given where the District Council is satisfied that there is no reasonable alternative location for those Services and/or Service Media and that the laying of the Services and/or Service Media in the position proposed will neither pose a risk to health and safety nor result in any additional maintenance liability for the District Council and for the avoidance of doubt agreement will not be given to the laying of Services or Service Media through or beneath any part or parts of either Pitch Area 1 or Pitch Area 2 on which it is intended that a sports pitch will be laid out or any building constructed
- 5. The Owners and Developer shall not
 - 5.1 Implement the Development unless and until
 - 5.1.1 Pitch Area 1 has been transferred to the District Council or its nominee subject to the Transfer Terms and
 - 5.1.2 10% of each of the Sports Pitch Contribution and the Pitch Maintenance Contribution have been paid to the District Council or its nominee
 - 5.2 Occupy or cause or permit the Occupation of:
 - 5.2.1 any more than 299 Dwellings unless and until 25% of each of the Sports Pitch Contribution and the Pitch Maintenance Contribution have been paid to the District Council or its nominee
 - 5.2.2 any more than 550 Dwellings unless and until
 - 5.2.2.1 Pitch Area 2 has been transferred to the District Council or its nominee subject to the Transfer Terms and

5.2.2.2 a further 35% of the Sports Pitch Contribution and the Pitch Maintenance Contribution have been paid to the District Council or its nominee

5.2.3 any more than 899 Dwellings unless and until the balance of each of the Sports Pitch Contribution and the Pitch Maintenance Contribution have been paid to the District Council or its nominee

SCHEDULE 4

Community Buildings

The following additional definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement):

"Alternative Sports Pavilion Site"	means an area comprising no less than 0.2 hectares to be located in a position adjacent to Pitch Area 1 or Pitch Area 2 (as defined in Schedule 3 to be safeguarded until transferred to the District Council for provision of an sports pavilion which accords with the Sports Pavilion Brief or released in accordance with this Schedule 4
"Community Building"	means the community hall to be constructed south of the railway line which bisects the North West Bicester Development as described in and proposed to be developed on land adjacent to the Site pursuant to planning application reference 14/01641/OUT or a subsequent planning application for all or part of a same or similar development including a community building and will reasonably be used by occupants of the Development
"Community Building Contribution"	means the sum of £557,299.04 (five hundred and fifty seven thousand, two hundred and ninety nine pounds and four pence) Index Linked (BCIS) from Quarter 2 2017 towards the costs of constructing and fitting out the Community Building
"Community Activities"	activities which include (but shall not be limited to) resident meetings and social gatherings, mums and toddlers groups, social events for older persons, brownies, cubs, scouts and other such groups for young people and equivalents for other sectors of the community
"Community Facility Management Scheme"	a scheme for the management of the Temporary Community Facility (which shall be varied as necessary in the event that the Expanded Community Facility is provided) which shall include the hours during which the Temporary Community Facility (or Expanded Community Facility if necessary) or any parts of it shall be made available to residents and the charges to be applied for hiring (to be a nominal cost)
"Expanded Community Facility"	an expanded, temporary community facility which may be required to be provided in accordance with this Schedule which shall be capable of accommodating at least 50 persons in one room which will be provided in accordance with this Schedule and the Expanded Community Facility Specification

"Expanded Community Facility Specification"	Facility	a specification for the Expanded Community Facility which shall detail its location and size and the facilities and services to be provided
"Sports Pavilion"		means the sports pavilion to be constructed south of the railway line which bisects the North West Bicester Development as described in and proposed to be developed on land adjacent to the Site pursuant to planning application reference 14/01641/OUT or a subsequent planning application for all or part of a same or similar development including a sports pavilion which shall be in accordance with the Sports Pavilion Brief and will reasonably be used by occupants of the Development
"Sports Pavilion Brief"		the brief for the size, facilities and standards to be achieved for the Sports Pavilion appended hereto at Appendix 11
"Sports Pavilion Contribution"		means the sum of £766,299.56 (seven hundred and sixty six thousand, two hundred and ninety nine pounds and fifty six pence) Index Linked (BCIS) from Quarter 2 2017 towards the costs of constructing and fitting out the Sports Pavilion
"Temporary Community Facility"		a temporary community facility to be provided in a Dwelling or a temporary structure to be provided on Site which shall be capable of accommodating at least 20 persons in one room and which shall be provided in accordance with the Temporary Community Facility Specification
Temporary Community Facility Specification"	Facility	a specification of the Temporary Community Facility which shall detail its location and size and the facilities and services to be provided

1. The Owners and Developer shall
 - 1.1 In the event that the Community Building has not been Substantially Complete and made available for use by residents of the Development and the wider North West Bicester Development prior to the Implementation of the Development, submit and secure the written approval of the District Council for
 - 1.1.1 the Temporary Community Facility Specification
 - 1.1.2 the Community Facility Management Scheme

no later than the Implementation of the Development
 - 1.2 In the event that the Community Building has not been Substantially Complete and made available for use by residents of the Development and the North West Bicester Development prior to Occupation of any more than 50 Dwellings, Service and Substantially Complete the Temporary Community Facility in accordance with the approved Temporary Community Facility Specification prior to the Occupation of any more than 50 Dwellings and from that date to make it available for use by residents in accordance with the approved Community Facility Management Scheme
 - 1.3 In the event that the Community Building has not been Substantially Complete and made available for use by residents of the Development and the wider North West Bicester

Development prior to the first Occupation of 200 Dwellings comprising the Development then the Owners and Developer shall submit and secure the written approval of the District Council for

1.3.1 the Expanded Community Facility Specification and

1.3.2 any changes to the Community Facility Management Scheme required to reflect the operation of the Expanded Community Facility

prior to the Occupation of any more than 200 Dwellings

1.4 In the event that the Community Building has not been Substantially Complete and made available for use by residents of the Development and the wider North West Bicester Development prior to the first Occupation of 200 Dwellings comprising the Development, Service and Substantially Complete the Expanded Community Facility in accordance with the approved Expanded Community Facility Specification prior to the Occupation of any more than 250 Dwellings and from that date to make it available for use by residents in accordance with the approved Community Facility Management Scheme

1.5 Retain, operate, maintain and manage the Temporary Community Facility in accordance with the approved Temporary Community Facility Specification and Community Facilities Management Scheme until either

1.5.1 the Community Building has been provided or

1.5.2 the Expanded Community Facility has been provided

and in the event that the Expanded Community Facility is provided the same shall be retained, operated, maintained and managed until the Community Building has been provided

1.6 make payment to the District Council or its nominee of the Community Building Contribution as follows:

1.6.1 30% prior to Occupation of any more than 299 Dwellings

1.6.2 a further 30% prior to Occupation of any more than 599 Dwellings

1.6.3 the balance prior to Occupation of any more than 899 Dwellings

1.7 make payment to the District Council or its nominee of the Sports Pavilion Contribution as follows:

1.7.1 25% prior to Occupation of any more than 299 Dwellings

1.7.2 a further 25% prior to Occupation of any more than 599 Dwellings

1.7.3 a further 25% prior to Occupation of any more than 899 Dwellings

1.7.4 the balance prior to Occupation of any more than 1199 Dwellings

1.8 In the event that the Sports Pavilion has not been Substantially Complete and made available for use by residents of the Development and the wider North West Bicester Development prior to the Implementation of the Development, submit to and secure the written approval of the District Council for the size location and boundary of the Alternative Sports Pavilion Site prior to the Implementation of the Development

1.9 to safeguard the Alternative Sports Pavilion Site and not to allow any development of the same until the earlier of

1.9.1 the provision and opening for use by the community of the Sports Pavilion; or

1.9.2 the Occupation of 1500 Dwellings

unless the Alternative Sports Pavilion Site is called for by the District Council in accordance with the provisions of this Schedule 4

1.10 in the event that the Sports Pavilion has not been provided and opened for use by the community at the point of Occupation of 1000 Dwellings then if requested to do so by the District Council the Owners and the Developer shall transfer the Alternative Sports Pavilion Site to the District Council on the terms of the Transfer Terms which shall secure the use of the Alternative Sports Pavilion Site for use as a pavilion or other changing and social facilities for use in connection with use of the Permanent Sports Pitches PROVIDED THAT such transfer shall take place no later than two months after a request is made by the District Council AND PROVIDED ALWAYS THAT the District Council shall not have the ability to call for the Alternative Sports Pavilion Site at any time following

1.10.1 the opening for use by the public of the Sports Pavilion or

1.10.2 the Occupation of any more than 1500 Dwellings

2. Unless the Community Building has been Substantially Complete and made available for use by residents of the Development and the wider North West Bicester Development

2.1 prior to Implementation of the Development the Owners and the Developer shall not Implement the Development unless and until the District Council has approved both the Temporary Community Facility Specification and Community Facility Management Scheme in writing

2.2 prior to the Occupation of any more than 49 Dwellings, Occupy or cause or permit the Occupation of any more than 49 Dwellings unless the Temporary Community Facility has been Substantially Completed and Serviced in accordance with the approved Temporary Community Facility Specification

2.3 Occupy or cause or permit the Occupation of any more than 200 Dwellings unless and until either

2.3.1 the Community Building has been provided; or

2.3.2 the District Council has approved the Expanded Community Facility Specification and any changes to the Community Facility Management Scheme required to reflect the operation of the Expanded Community Facility

2.4 Occupy or cause or permit the Occupation of any more than 250 Dwellings unless and until either

2.4.1 the Community Building has been provided; or

2.4.2 the Expanded Community Facility has been provided in accordance with the approved Expanded Community Facility Specification

2.5 Occupy or cause or permit the Occupation of

2.5.1 any more than 299 Dwellings unless and until 30% of the Community Building Contribution and 25% of the Sports Pavilion Contribution have each been paid to the District Council

2.5.2 any more than 599 Dwellings unless and until a further 30% of the Community Building Contribution and a further 25% of the Sports Pavilion Contribution have each been paid to the District Council

2.5.3 any more than 899 Dwellings unless and until the balance of the Community Building Contribution and a further 25% of the Sports Pavilion Contribution have each been paid to the District Council

2.5.4 any more than 1199 Dwellings unless and until the balance of the Sports Pavilion Contribution has been paid to the District Council

2.6 Implement any part of the Development on the Alternative Sports Pavilion Site prior to the earlier of

2.6.1 the opening for public use of the Sports Pavilion and

2.6.2 the Occupation of 1500 Dwellings

save that this shall not prevent the provision of the pavilion or other changing and social facilities for use in connection with use of the Permanent Sports Pitches pursuant to paragraph 1.10 above

SCHEDULE 5

Community Facility Maintenance

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

"Allotment and Community Farm Commuted Sum"	means the sum of £246,219 (two hundred and forty six thousand two hundred and nineteen pounds) Index Linked (CPIX) from Quarter 2 2017 which shall be applied towards management and maintenance of the Allotments (to be provided on the Site in accordance with Schedule 14 and the Community Farm
"Community Farm"	means the community farm proposed to be provided as part of the North West Bicester Development in accordance with the North West Bicester SPD
"Community Building Commuted Sum"	means the sum of £423,711 (four hundred and twenty three thousand and seven hundred and eleven pounds) Index Linked (CPIX) from Quarter 2 2017 which shall be applied towards the management and maintenance of Community Building and the Sports Pavilion and/or an alternative facility to serve the Permanent Sports Pitches

1. The Owners and Developer shall
 - 1.1 pay the Allotment and Community Farm Commuted Sum and the Community Building Commuted Sum to the District Council or its nominee in accordance with the following:
 - 1.1.1 25% prior to Occupation of any more than 300 Dwellings
 - 1.1.2 a second tranche of 25% prior to Occupation of any more than 600 Dwellings
 - 1.1.3 a third tranche of 25% prior to Occupation of any more than 900 Dwellings
 - 1.1.4 the final tranche of 25% prior to the Occupation of any more than 1200 Dwellings
 - 1.2 not to Occupy or permit or allow the Occupation of any more than
 - 1.2.1 300 Dwellings unless and until 25% of the Allotment and Community Farm Commuted Sum and the Community Building Commuted Sum has been paid to the District Council or its nominee
 - 1.2.2 600 Dwellings unless and until a second tranche of 25% of the Allotment and Community Farm Commuted Sum and the Community Building Commuted Sum has been paid to the District Council or its nominee

- 1.2.3 900 Dwellings unless and until a third tranche of 25% of the Allotment and Community Farm Commuted Sum and the Community Building Commuted Sum has been paid to the District Council or its nominee
- 1.2.4 1200 Dwellings unless and until the final tranche of 25% of the Allotment and Community Farm Commuted Sum and the Community Building Commuted Sum has been paid to the District Council or its nominee

SCHEDULE 6

Community Development

The following additional definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement):

"Community Development Fund Contribution " means the sum of £76,983.29 (seventy six thousand, nine hundred and eighty three pounds and twenty nine pence) Index Linked (CPIX) from Quarter 2 2017 towards Community Development Work

"Community Development Work" means initiatives which may include (but shall not be limited to) support for groups for residents of the Development such as pregnant mothers, new parents, parents of pre-school children, after school and holiday provision for school age children, evening provision for young people, senior citizens and other groups with specific characteristics such as ethnicity and health requirements

"Community Development Workers" means workers to be employed by the District Council or its nominee for the period of 24 years from Implementation of the Development to carry out the Community Development Work

"Community Development Worker Contribution" means the sum of £590,675.02 (five hundred and ninety thousand, six hundred and seventy five pounds and two pence) Index Linked (CPIX) from Quarter 2 2017 towards the funding of Community Development Workers

1. The Owners and Developer shall
 - 1.1 make payment of the Community Development Worker Contribution to the District Council in accordance with the following:
 - 1.1.1 £67,975.02 (sixty seven thousand nine hundred and seventy five pounds and two pence) prior to the Implementation of the Development and
 - 1.1.2 £52,270 (fifty two thousand two hundred and seventy pounds) annually on the first and each subsequent anniversary of the Implementation of the Development until total amount of the Community Development Worker Contribution has been paid
 - 1.2 make payment of the Community Development Fund Contribution to the District Council in accordance with the following
 - 1.2.1 £8,683.29 (eight thousand six hundred and eighty three pounds and twenty nine pence) prior to the Implementation of the Development and
 - 1.2.2 £6,830.00 (six thousand eight hundred and thirty pounds) annually on the first and each subsequent anniversary of the Implementation of the Development

until total amount of the Community Development Fund Contribution has been paid

PROVIDED THAT each instalment shall be Index Linked (CPIX) in accordance with the increase to the total sum

2. The Owners and Developer shall not Implement the Development unless and until the sums due to the District Council pursuant to **paragraphs 1.1.1** and **1.2.1** above have been paid
3. The Owners and Developer shall cease and not further Implement the Development on each anniversary of the Implementation of the Development unless and until the relevant instalment of the Community Development Worker Contribution and the Community Development Fund Contribution have been paid to the District Council PROVIDED THAT this obligation shall cease on payment of the final instalment of each of the Community Development Worker Contribution and the Community Development Fund Contribution

SCHEDULE 7

Non Residential Uses

The following additional definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it elsewhere in this Agreement):

- “Alternative Health Facility”** a health facility to be provided on the Health Facility Site which is supported and funded by the National Health Service and provides core primary care facilities
- “Ancillary Retail Stores”** means the ancillary retail stores to be provided on Site as part of the Development the location for which shall be determined in accordance with the Masterplan and by approval of Reserved Matters
- “Approved Mixed Uses”** means a hotel (Use Class C1), veterinary surgery (Use Class D1), community facility (such as a public house) (Use Class A4/D1), retail uses (Use Classes A1, A2, A3, A4 and A5), offices (within Use Class B1) a health facility (Use Class D1), a nursery (Use Class D1), energy centre (sui generis) and water treatment plant (sui generis) as set out in Table 5.2 within the Environmental Statement – Volume 1 Main text dated December 2014
- “Local Health Facility”** the NHS general practice facility as described in and proposed to be developed on land adjacent to the Site pursuant to planning application reference 14/01641/OUT or a subsequent planning application for all or part of a same or similar development including an NHS general practice facility
- “Health Facility Site”** means an area comprising no less than 0.2ha to be identified and safeguarded until required for the provision of an Alternative Health Facility, called for by the District Council, used to provide a health care facility otherwise falling within Use Class D1 or released in accordance with the provisions of this Schedule 7
- “Health Facility Site Infrastructure”** means provided with:
- (a) roads and footpaths to serve the Health Facility Site;
 - (b) temporary services for contractors and a haul road for the use of contractors;
 - (c) adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Health Facility Site
 - (d) pipes sewers and channels sufficient to serve the Health Facility Site;
 - (e) spur connections to agreed inverts from the Owners’ foul and surface water drain

run serving the Development up to the boundaries of the Health Facility Site and the following services:

- a standard fire hydrant supply and fire hydrants in the public highway;
- a water supply connection from the mains (size and termination);
- an electricity supply;
- a gas supply (should it be required);
- a telephone spur (terminating in a junction box);
- if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a connection to the Health Facility Site

“Health Marketing Strategy”

a strategy for the appropriate marketing of the Health Facility Site for an Alternative Health Facility including but not limited to the Oxfordshire Clinical Commissioning Group and which shall include the means and frequency of all marketing activities and a programme for reporting responses to the marketing to the District Council that shall consist of no less than six monthly reports demonstrating progress from the date of implementation of the strategy in respect of the Alternative Health Facility

“Local Food Specification”

means the specification attached hereto at Appendix 12 setting out inter alia measures to make food produced locally available for sale from the retail outlets comprising the Development

“Marketing Strategy”

a strategy for the appropriate marketing of the relevant facility nationally with an emphasis on Oxfordshire which shall include the means and frequency of all marketing activities (to include but not be limited to the display of letting/ sales boards (subject to securing the appropriate permissions) and a dedicated website) and a programme for reporting responses to the marketing to the District Council and in respect of the Nursery the County Council that shall consist of no less than six monthly reports demonstrating progress from the date of implementation of the strategy in respect of the relevant facility

“Masterplan”

means a masterplan for the Mixed Use Area which is approved pursuant to conditions imposed on the Planning Permission

“Mixed Use Area”

means the area comprising no more than 8000m² to be used for a mix of uses comprising the Approved Mixed Uses and to be provided in accordance with the Land Use Parameter Plan and Masterplan and by approval of Reserved Matters and

which area shall include the Principal Retail Store and the Ancillary Retail Stores

"Mixed Use Marketing Period"

means the period during which the Mixed Use Area is to be marketed for the Approved Mixed Uses as identified in **paragraph 5 of this Schedule 7**

"Nursery"

means the nursery to be provided at the Site with a minimum of 60 places for children from age 0 to 4 and whose area and design shall be in accordance with government guidelines for nursery settings

"Principal Retail Store"

means the retail store to be provided on Site as part of the Development the location for which shall be determined in accordance with the Masterplan and by approval of Reserved Matters which shall be no more than 300 sqm in gross internal area and intended to meet the day to day needs of the occupants of the Development

Principal Retail Store

1. The Owners and Developer covenant with the District Council as follows:
 - 1.1 to submit and secure the written approval of the District Council for both a Qualifying Application and a Marketing Strategy for the Principal Retail Store no later than the earlier of
 - 1.1.1 the expiration of one calendar year from the date of Implementation of the Development, or
 - 1.1.2 the Occupation of any more than 100 Dwellings
 - 1.2 not to Occupy or cause or permit the Occupation of any more than 100 Dwellings unless and until the District Council has issued a Qualifying Permission and approved a Marketing Strategy for the Principal Retail Store in writing
 - 1.3 to implement the Marketing Strategy as approved for the Principal Retail Store from the date of the later of the
 - 1.3.1 issue of a Qualifying Permission including the Principal Retail Store and
 - 1.3.2 the approval of the Marketing Strategy for the Principal Retail Storeuntil the Principal Retail Store is let
2. The Owners and Developer shall
 - 2.1 Service and Substantially Complete the Principal Retail Store in accordance with the relevant Qualifying Permission no later than the Occupation of any more than 400 Dwellings
 - 2.2 not Occupy or cause or permit the Occupation of any more than 399 Dwellings unless and until the Principal Retail Store is Serviced and Substantially Completed

PROVIDED THAT the obligation in **paragraph 2.1** and the restriction in **paragraph 2.2** shall cease to apply in the event that prior to the occurrence of the restricting event the Owners and Developer submit to and secure the approval of the District Council for an interim scheme for the provision of temporary retail facilities to meet the day to date needs of the Occupants of the Development (such scheme to include a programme for the permanent provision of the Principal Retail Store) and such temporary facilities have been

made available for use in accordance with the approved interim scheme PROVIDED FURTHER THAT if such temporary facilities are provided

- (a) the Principal Retail Store shall be Serviced and Substantially Completed prior to the Occupation of any more than 500 Dwellings
- (b) no more than 499 Dwellings shall be Occupied unless and until the Principal Retail Store has been Serviced and Substantially Completed

Ancillary Retail Stores

3. The Owners and the Developer shall

3.1 submit and secure the approval of the District Council for

3.1.1 a Qualifying Application and

3.1.2 a Marketing Strategy for

the Ancillary Retail Stores prior to the Occupation of any more than 500 Dwellings

3.2 not Occupy or cause or permit the Occupation of any more than 500 Dwellings unless and until the District Council has both

3.2.1 granted a Qualifying Permission and

3.2.2 approved the Marketing Strategy

for the Ancillary Retail Stores

3.3 to implement the Marketing Strategy as approved for the Ancillary Retail Stores from the date of the later of the

3.3.1 issue of the Qualifying Permission including the Ancillary Retail Stores; and

3.3.2 approval of the Marketing Strategy

until the Ancillary Retail Stores are let

3.4 to Service and Substantially Complete the Ancillary Retail Stores in accordance with the relevant Qualifying Permission no later than the Occupation of any more than 800 Dwellings

3.5 not to Occupy or cause or permit the Occupation of any more than 799 Dwellings unless and until the Ancillary Retail Stores are Serviced and Substantially Completed

Local Food Specification

4. The Owners and the Developer shall comply with the Local Food Specification

Mixed Use Area

5. The Owners and the Developer shall

5.1 submit and secure the written approval of the District Council for a Marketing Strategy for the Approved Mixed Uses (other than the Principal Retail Store and the Ancillary Retail Stores) in the Mixed Use Area prior to the Occupation of any more than 100 Dwellings

5.2 not to Occupy or cause or permit the Occupation of any more than 99 Dwellings unless and until the Marketing Strategy for the Mixed Use Area (other than the Principal Retail Store and the Ancillary Retail Stores) has been approved by the District Council in writing

5.3 to safeguard and market the Mixed Use Area for the Approved Mixed Uses (to the extent not yet Occupied for its intended purpose) in accordance with the approved Marketing Strategy from the date of approval of the Marketing Strategy for the Ancillary Stores until the later of the following:

5.3.1 the Occupation of 1500 Dwellings

5.3.2 the expiration of 10 calendar years from the date of implementation of the approved Marketing Strategy

unless all units comprising the Mixed Use Area are Occupied prior to these events in which case the obligation to implement the approved Marketing Strategy shall cease on Occupation of the final unit comprising the Mixed Use Area

5.4 use all reasonable endeavours to complete the transfer of an interest in the Mixed Use Area or any part thereof following receipt of an expression of interest in occupation of the area for a use falling within the Approved Mixed Uses

6. In the event that the Owners or Developer wish to bring forward Occupation of any part of the Mixed Use Area that is not in accordance with the Approved Mixed Uses during the Mixed Use Marketing Period they shall secure the written approval of the District Council to any required change to the Masterplan and/or Approved Mixed Uses in advance of letting for such alternative use PROVIDED THAT it is acknowledged that any such change to the Approved Mixed Uses may require the submission of a separate application for planning permission

7. In the event that

7.1 there is no interest expressed in all or any part of the Mixed Use Area during the Mixed Use Marketing Period for the Approved Mixed Uses or

7.2 no alternative proposed use for the Mixed Use Area is approved by the District Council

the Owners and the Developer shall submit and secure the written approval of the District Council for the proposed future use of the Mixed Use Area which may require the submission of a separate application for planning permission PROVIDED THAT on approval of such scheme by the District Council the requirement to safeguard and market the Mixed Use Area for the Approved Mixed Uses in **paragraph 5.3** shall cease

Health Facility Site

8. The Owners and Developer shall

8.1 submit to and secure the written approval of the District Council for the location of the Health Facility Site prior to the Implementation of the Development

8.2 not Implement the Development unless and until the District Council has approved the location for the Health Facility Site in writing

8.3 safeguard the Health Facility Site and not to allow any development of the same until the earlier of

8.3.1 the provision and opening to patients of the Local Health Facility

8.3.2 the Occupation of 1500 Dwellings

8.3.3 confirmation that the health needs arising from the Development are met elsewhere such that the Health Facility Site is not needed

8.4 in the event that the Local Health Facility has not been provided and opened for patient use and unless the District Council has confirmed in writing that the health needs arising from the Development are met elsewhere such that the Health Facility Site is not needed

- 8.4.1 at the point of Occupation of 1000 Dwellings then prior to the Occupation of any more than 1050 Dwellings submit for the written approval of the District Council a Health Marketing Strategy for the provision of an Alternative Health Facility on the Health Facility Site
- 8.4.2 at the point of Occupation of 1100 Dwellings then
 - 8.4.2.1 to provide the Health Facility Site with the Health Facility Site Infrastructure
 - 8.4.2.2 and not Occupy any more than 1100 Dwellings unless and until the District Council has approved the Health Marketing Strategy for an Alternative Health Facility and thereafter to market the Health Facility Site for an Alternative Health Facility in accordance with the approved Health Marketing Strategy from the date of its approval until the earlier of
 - (a) the sale or letting of the Health Facility Site for an Alternative Health Facility, in which case the Owners and Developer shall notify the District Council in writing of such agreement
 - (b) the provision and opening to patients of the Local Health Facility
 - (c) issue of confirmation in writing from the District Council that the health needs arising from the Development are met elsewhere such that the Health Facility Site is not needed, or
 - (d) the Occupation of 1500 Dwellings

following which the obligation to market the Health Facility Site for occupation and use by an Alternative Health Facility shall cease

- 8.5 shall use all reasonable endeavours to complete the transfer of an interest in the Health Facility Site served by the Health Facility Site Infrastructure for its use and occupation for an Alternative Health Facility following receipt of an expression of interest in its Occupation for such a purpose and PROVIDED ALWAYS THAT at any point at which the Health Facility Site is being marketed for occupation by an Alternative Health Facility in accordance with this **paragraph 8.4.2** the District Council may call for the transfer of the Health Facility Site
- 8.6 in the event that the District Council calls for the transfer of the Health Facility Site pursuant to **paragraph 8.5** above transfer the Health Facility Site served by the Health Facility Site Infrastructure no later than two months from receipt of the District Council's request on the Transfer Terms
- 8.7 In the event that
 - 8.7.1 the Local Health Facility has been provided and open for patient use; or,
 - 8.7.2 the District Council has confirmed in writing that the health needs arising from the Development are met elsewhere such that the Health Facility Site is not needed; or
 - 8.7.3 there have been no expressions of interest in occupation of the Health Facility Site for an Alternative Health Facility as a result of implementation of the approved Health Marketing Strategy pursuant to paragraph 8.4.2 at the time of Occupation of the 1500th Dwelling; and
 - 8.7.4 at the time of Occupation of the 1500th Dwelling the District Council has not called for the transfer of the Health Facility Site pursuant to paragraph 8.5

to submit and secure the approval of the District Council for a Marketing Strategy for the Health Facility Site for its use and occupation for a health facility falling within Use Class D1 the provider and operator of which need not be the National Health Service nor provide core primary care facilities

- 8.8 in the event that paragraph 8.7 applies market the Health Facility Site in accordance with the approved Marketing Scheme from the date of its approval until the later of
- 8.8.1 the letting of the Health Facility Site for a health facility falling within Class D1 or
 - 8.8.2 the expiration of the period of 10 years from implementation of the approved Marketing Strategy
- 8.9 In the event that there is no interest expressed in the Health Facility Site during the marketing period identified pursuant to **paragraph 8.8** above to submit and secure the written approval of the District Council for the proposed future use of the Health Facility Site which may require the submission of a separate application for planning permission PROVIDED THAT on approval of such scheme by the District Council the requirement to safeguard and market the Health Facility Site shall cease

Part 2

Nursery Facility

9. The Owners and the Developer covenant with the County Council and the District Council:
- 9.1 To submit and secure the approval of the County Council and the District Council to the proposed location of the Nursery on or before the Occupation of any more than 100 Dwellings at the Site and not to cause or permit the Occupation of more than 100 Dwellings until the proposed location of the Nursery has been approved by the County Council and the District Council
 - 9.2 To submit and secure the approval of the District Council for a Qualifying Application for the Nursery on or before the Occupation of the 200th Dwelling at the Site and not to cause or permit the Occupation of more than 200 Dwellings at the Site unless and until the District Council has granted a Qualifying Permission for the Nursery
 - 9.3 To submit and secure the approval of the County Council and the District Council for a Marketing Strategy for the Nursery prior to the Occupation of the 200th Dwelling at the Site and not to cause or permit the Occupation of more than 200 Dwellings at the Site unless and until the County Council and the District Council has approved the Marketing Strategy for the Nursery
 - 9.4 To implement the Marketing Strategy as approved for the Nursery (subject as provided in paragraph 9.5) from the date of the later of the:
 - 9.1.1 issue of the Qualifying Permission for the Nursery; and
 - 9.1.2 approval of the Marketing Strategyuntil a contract has been entered into with a provider to operate the Nursery
 - 9.5 In the event that the Nursery has not been opened for nursery use on or before the Occupation of the 350th Dwelling at the Site to review the Marketing Strategy and the proposed terms of letting of the Nursery with a view to securing as soon as reasonably practicable the opening of the Nursery for nursery use and with the prior approval of the District Council and County Council to revise the Marketing Strategy (and thereafter implement as revised)) and proposed terms of letting to this intent.

- 9.6 Not to cause or permit the Nursery to be used for any purpose other than a nursery prior to the expiry of the period specified in paragraph 9.7 unless the County Council so agrees that it is no longer required for nursery provision.
- 9.7 To use all reasonable endeavours to ensure that the Nursery operates as a nursery with no less than 60 places for no less than 15 years from its first opening unless the County Council agrees that this is no longer required or may be varied because suitable alternative nursery provision is available.

SCHEDULE 8

Skills and Training

The following definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it elsewhere in this Agreement):

"TEMP"

means a training and employment plan which shall (as a minimum) include the arrangements by which the Owners and Developer will provide an appropriate number of construction (and related trades) apprenticeships starts (with a target of 85 such apprenticeship starts) during the construction of the Development in accordance with the following:

- the apprenticeships may be delivered through an accredited Apprenticeship Training Agency or other equivalent approach
- all apprenticeship opportunities arising shall be initially advertised within the administrative area of the District Council and if there are no suitable applicants identified as a result of such advertisements the opportunities shall be advertised to people residing in Oxfordshire and then the surrounding locality (e.g. Milton Keynes, Aylesbury, Northamptonshire).
- how the Owners and Developer and its appointed contractor will work directly with local employment/training agencies including Job Centre Plus and Bicester Job Club or any successor initiatives to identify employment opportunities related to the construction of the Development and skills and training to assist local people residing in Bicester and within 5 miles thereof to access job opportunities
- how the Owners and Developer will deliver local supply chain events to promote opportunities for companies local to Bicester and how such opportunities shall be advertised
- how the owner will promote and market home working at the Development and
- details of the annual monitoring report to be provided and how it will measure the outputs of the plan and demonstrate the progress towards achieving the targets set out therein

1. The Owners and Developer covenant and undertake to the District Council as follows:
 - 1.1 no later than the Implementation of the Development to submit and secure the written approval of the District Council for a TEMP
 - 1.2 not to Implement the Development unless and until the District Council has approved the TEMP in writing

- 1.3 from the date of its approval to implement and comply fully with the TEMP as approved
- 1.4 on each anniversary of the date of Implementation of the Development until the final occupation of the Development to submit to the District Council a report which demonstrates the progress made towards achieving the outputs identified in the TEMP including the provision of at least the minimum number of apprenticeships identified therein

SCHEDULE 9

Affordable Housing

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

Definitions

"Affordable Housing"

housing for sale or rent that will be available for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers) and which meets the definition in Annex 2 of the National Planning Policy Framework dated February 2019 (or as may be amended from time to time)

"Affordable Housing Dwellings"

those Dwellings in the Development that are Affordable Housing and provided in accordance with the agreed Affordable Housing Tenure Mix that shall together comprise 30% (thirty per cent) of the total number of Dwellings on the Development (and such 30% shall be rounded up to the nearest whole Dwelling)

"Affordable Housing Infrastructure"

means:

- a) roads and footpaths to serve the Affordable Housing Land;
- b) temporary services for contractors and a haul road for the use of contractors;
- c) adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Land;
- d) pipes sewers and channels sufficient to serve the Affordable Housing Land;
- e) spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from the 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) a standard fire hydrant supply and fire hydrants in the public highway in positions to be agreed with the Registered Provider;
- b) a water supply connection from the mains (size and termination position to be agreed with the Registered Provider);
- c) an electricity supply (size and termination position to be agreed with the Registered Provider);
- d) a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings);

- e) a telephone spur (terminating in a junction box at a location agreed with the Registered Provider);
- f) if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a spur to the Affordable Housing Site (final locations to be agreed with the Registered Provider).

PROVIDED THAT the Owners and Developer shall not be responsible for incurring the costs of any connection charges or actual supply for such Infrastructure to the Affordable Housing Land nor to the Affordable Housing Dwellings

“Affordable Housing Land”

that part or parts of the Site or any building or buildings on the Site upon or within which there will be provided Affordable Housing Dwellings in accordance with the Framework Affordable Housing Scheme and Affordable Housing Phase Scheme together with full rights of access to each part of the Affordable Housing Land from the Site and the provision of all necessary Infrastructure and connections thereto and the necessary installations thereof for the Affordable Housing Dwellings to be constructed on the Affordable Housing Land

“Affordable Housing Mix”

means a mix of tenure and dwelling types to reflect the requirements in the District Council’s administrative area which at the date hereof are required in the following form based on the indicative dwelling mix set out in the Planning Application:

Affordable Rent/Social Rent

- 1b2p maisonette with own entrance = 25%
- 2b4p maisonette, ground floor with own entrance = 10%
- 2b4p house = 34%
- 3b5p house = 24%
- 4b7p house = 5%
- 2b4p bungalow = 1.5%
- 3b5p bungalow = 0.5%

Shared Ownership

- 1b2p house 9%
- 2b3p maisonette with own entrance = 9%
- 2b4p house = 51%
- 3b5p house = 25%
- 4b6p house = 4%
- 2b4p bungalow = 2%

or such other tenure and dwelling mix as may be agreed in writing between the Owners and the District Council from time to time (both parties acting reasonably)

“Affordable Housing Phase Scheme”

means a scheme submitted to the District Council for each Phase pursuant to **paragraph 1.3** of this Schedule which shall include

- (a) plans and details identifying such parcels of land in such locations as are capable of being developed to provide the Affordable Housing Dwellings in that Phase in accordance with this Agreement and in particular

with the requirements set out in the definitions contained in this Schedule it being agreed that the number of Affordable Housing Dwellings within a Parcel need not total 30% of the Dwellings within that Phase so long as it can be demonstrated that 30% of the Dwellings on the Development are to be provided as Affordable Housing;

- (b) a scheme for the provision and completion of the Affordable Housing Dwellings in that Phase
- (c) details of the precise mix of tenure and house types and sizes of the Affordable Housing Dwellings in that Phase which shall be substantially in accordance with the Affordable Housing Mix
- (d) details of which the Affordable Housing Dwellings in that Phase will meet Building Regulations part M4(3) (Wheelchair Standards)
- (e) confirmation of the Affordable Housing Standards arrangements for the Affordable Housing Dwellings to which the scheme relates.

and shall accord with the Framework Affordable Housing Scheme

“Affordable Housing Standards”

means the design criteria with which the Affordable Housing Dwellings shall comply, namely;

- (a) nationally described space standards for the Affordable Rented Housing or a standard equivalent to the Market Dwellings for the Shared Ownership Dwellings in each case in consultation with the District Council; and
- (b) Carbon Neutral as defined in 'eco-towns – A supplement to Planning Policy Statement 1'
- (c) Design Council CABI Building for Life – 12 Greens
- (d) those Affordable Housing Dwellings comprising wheelchair adapted bungalows shall be designed to the Building Regulations Part M4(3)(2)(b)
- (e) 50% of the Affordable Housing Dwellings to be provided for Affordable/Social Rent shall comply with Building Regulations Part M4(2) category 2: Accessible and adaptable dwellings
- (f) shall be built to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings
- (g) shall be located in clusters of no more than 15 Affordable Housing Dwellings (unless otherwise agreed with the District Council),

with no more than 10 units of Affordable Rented Housing or Social Rented Housing in any one cluster

"Affordable Housing Tenure Mix"

the mix of tenure types of the Affordable Housing Dwellings whereby approximately 70% (seventy per cent) shall be Affordable Rented Housing / Social Rented Housing (to be agreed between the Owner, the District Council and the Registered Provider) and approximately 30% (thirty per cent) shall be Intermediate Housing or such alternative mix of tenure as at any time may be submitted to the District Council for approval in writing (and, except if submitted as part of a Qualifying Application which shall be determined in accordance with statutory timescales, where such scheme has been submitted in writing it shall be deemed approved where there is no response from the District Council within 6 weeks of receipt of the scheme by the District Council)

"Affordable Rented Housing"

means rented housing provided by a Registered Provider to households who are eligible for social rented housing and which is not subject to the national rent regime but in line with the District Council's tenancy strategy, the rents will be no more than 80% of local market rent (including service charge) or the relevant Local Housing Allowance rate in force at the time the property is advertised for letting (whichever is lower) and "**Affordable Rent**" shall be construed accordingly

"Allocate"

means any procedure whereby there are conferred or transferred rights of residential occupation in respect of an Affordable Housing Dwelling which could for the avoidance of doubt include the first occasion on which an Affordable Housing Dwelling is Occupied and "Allocating" "Allocated" and "Allocations" shall be construed accordingly

"Allocations Scheme"

the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when allocating accommodation in accordance with the requirements of Section 167 of the Housing Act 1996 (and any amendment, re-enactment or successor provision)

"Chargee"

any mortgagee or chargee of a Registered Provider of the Affordable Housing Land or any part thereof to include any receiver (including an administrative receiver), manager or administrator (including a housing administrator appointed under the provisions of the Housing and Planning Act 2016) howsoever appointed

"Framework Affordable Housing Scheme"

means a scheme submitted to the District Council pursuant to **paragraph 1.1** of this Schedule that identifies all of the Phases forming part of the Development and demonstrates the amount of Affordable Housing Dwellings in each Phase in accordance with the tenure split set out in the definition of Affordable Housing Dwellings and the Affordable Housing Mix

"Homes England"	means Homes England constituted pursuant to the Housing and Regeneration Act 2008 and any successor or successors for the time being and any similar future authority carrying on substantially the same grant making functions
"Help to Buy Agent"	that organisation which is appointed by the RSH OR Homes England to assess eligibility for and market low cost home ownership products
"Intermediate Housing"	those Affordable Housing Dwellings to be provided at a cost above Social Rent but below their value as Market Dwellings for sale or rent which meet the definition laid out in Annex 2 of the National Planning Policy Framework dated February 2019 which will be provided as Shared Ownership Units but may include shared equity (equity loans) or other low cost homes for sale and intermediate rent and also other approved affordable home ownership products as may be agreed between the District Council, the Owner and the Registered Provider where a need for such tenures has been identified
"Market Dwellings"	means those Dwellings comprising the Development which is general market housing for sale on the open market and which is not Affordable Housing
"Mortgage Land"	the Affordable Housing Land or any part of it which is mortgaged or charged to the Chargee
"Nominations Agreement"	an agreement which shall be entered into between the District Council and the Registered Provider, both parties acting reasonably, in relation to the Affordable Housing Dwellings and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings
"Qualifying Persons"	those persons who are assessed by the District Council under its current Allocations Scheme and are nominated to an Affordable Housing Dwelling in accordance with the Allocations Scheme and the Nominations Agreement
"Registered Provider"	means a private provider of Affordable Housing which is designated in the register maintained by the RSH or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is EITHER on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and has been approved in writing by the District Council
"RSH"	the Regulator of Social Housing, an executive non-departmental public body, who regulates registered providers of social housing and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing

“Shared Ownership Housing”

means housing offered via the Registered Provider under the terms of a lease which accords with the Homes England Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between 25% - 75% of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to 2.75% on the unsold equity (or such higher figure as is set out in a review of the District Council’s tenancy strategy from time to time).

“Social Rented Housing”

rented housing owned and managed by the Registered Provider for which guideline target rents are determined through the national rent regime and “**Social Rent**” shall be construed accordingly

1. The Owners and Developer covenant and undertake with the District Council that they
 - 1.1 will submit and secure the written approval of the District Council for the Framework Affordable Housing Scheme prior to Implementation of the Development PROVIDED THAT the Owners may submit a revised Framework Affordable Housing Scheme from time to time for the written approval of the District Council which once approved shall be implemented by the Owners.
 - 1.2 will not Implement or cause or permit the Implementation of the Development until there has been submitted to and approved by the District Council in writing the Framework Affordable Housing Scheme;
 - 1.3 will not Implement or cause or permit the Implementation of any Phase of the Development until there has been submitted to and approved by the District Council in writing the Affordable Housing Phase Scheme for that Phase which scheme shall be in accordance with the approved Framework Affordable Housing Scheme PROVIDED THAT there shall be no requirement to submit an Affordable Housing Phase Scheme if the matters set out in this **paragraph 1.3** have already been determined by approval by the District Council of Reserved Matters SAVE THAT this proviso shall only apply if the application for approval of Reserved Matters specifically states that it is intended to discharge the obligation in **paragraph 1.3**;
 - 1.4 no later than the Implementation of the Residential Development in each Phase make a written offer to one of more Registered Provider(s) for the sale and purchase of the Affordable Housing Land within the Phase together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession on completion and capable of being fully serviced and properly connected to the public highway together with the Affordable Housing Dwellings to be constructed thereon in accordance with the Phase Affordable Housing Scheme
 - 1.5 will
 - 1.5.1 not Occupy or cause or permit the Occupation of more than thirty per cent (30%) of the Market Dwellings in any Phase until
 - 1.5.1.1 each area comprising the Affordable Housing Land in that Phase has been offered to a Registered Provider together with all rights for Affordable Housing Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession on completion and capable of being fully serviced and properly connected to the public highway and a Registered Provider has exchanged a binding

- contract for the purchase of the Affordable Housing Land in that Phase; and
- 1.5.1.2 there has been provided to the District Council's reasonable satisfaction the Affordable Housing Infrastructure to serve each parcel of the Affordable Housing Land and the Affordable Housing Dwellings in that Phase at no cost to or other contribution by the Registered Provider (other than the price agreed for the sale of the Affordable Housing Land);
- 1.5.2 construct the Affordable Housing Dwellings in each Phase and make the same ready for Occupation in accordance with the Affordable Housing Standards and the approved Affordable Housing Phase Scheme to the reasonable satisfaction of the District Council as part of the Development upon the Site prior to use or Occupation of more than fifty per cent (50%) of the Market Dwellings in that Phase;
- 1.5.3 will not cause or permit more than seventy five per cent (75%) of the Market Dwellings in any Phase to be used or Occupied unless and until the Owners has constructed the Affordable Housing Dwellings in that Phase and made the same ready for Occupation as aforesaid in accordance with the Affordable Housing Standards and the approved Affordable Housing Phase Scheme and the Affordable Housing Land in that Phase has been offered to and transferred to a Registered Provider together with all rights for Affordable Housing Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession and capable of being fully serviced and properly connected to the public highway.
- 1.6 If despite the Owners and Developer using all reasonable endeavours over a period of no less than four months from the date of the offer made pursuant to **paragraph 1.5.1** above it has not been possible for the Owners and Developer to enter into a binding contract for the sale and purchase of the Affordable Housing Land to a Registered Provider then the Owners and Developer shall submit to the District Council
- 1.6.1 all relevant correspondence demonstrating that the Owners and Developer have used all reasonable endeavours to procure that that Registered Provider takes a transfer of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon on appropriate terms
- 1.6.2 details as to why the offer has been rejected by the Registered Provider(s)
- 1.6.3 its proposals for a variation of the Affordable Housing Phase Scheme to address the reasons for the Registered Provider rejecting the offer which may include a variation to the Affordable Housing Mix
- 1.7 In the event that the District Council approves the information submitted pursuant to **paragraph 1.6** above then the Owners and the Developer shall make a written offer to, and use all reasonable endeavours to enter into a binding contract for the sale and purchase with, one or more Registered Providers (which may include a Registered Provider nominated by the District Council) of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon in accordance with any revisions to the Affordable Housing Phase Scheme PROVIDED THAT in approving any information submitted by the Owners and Developer pursuant to **paragraph 1.7** the District Council may approve a variation to the restriction on Occupation on Market Dwellings set out in **paragraph 1.5**
- 1.8 In the event that the District Council does not approve the information submitted pursuant to **paragraph 1.7** above (it being agreed that the such approval shall be at the District Council's absolute discretion) then the Owners and Developer shall take into account the District Council's comments and shall

- 1.8.1 carry out further negotiations with the Registered Provider required by the District;
- 1.8.2 submit any additional information requested; or
- 1.8.3 submit a further revision to the Affordable Housing Phase Scheme

as appropriate

- 1.9 The Owners and Developer shall repeat the process in **paragraphs 1.7 to 1.9** above until such time as the District Council approves the Owners' and Developer's use of all reasonable endeavours in negotiations with a Registered Provider or a revision to the Affordable Housing Phase Scheme until the information submitted is approved following which the Owners and Developer shall use all reasonable endeavours to enter into a binding contract for the sale and purchase of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon (which may include a Registered Provider nominated by the District Council)
- 1.10 If despite the Owners and Developer using all reasonable endeavours to enter into a binding contract for the sale and purchase of the Affordable Housing Dwellings with the Registered Provider(s) identified pursuant to **paragraph 1.8 or 1.10** above over a period of no less than four months from the date of the second written offer the identified Registered Provider(s) is not prepared to enter into a binding contract for the purchase of the Affordable Housing Land and the Affordable Housing Dwellings to be constructed thereon then the Owners and Developer shall provide to the District Council all relevant correspondence demonstrating that they have used all reasonable endeavours to procure that the Registered Provider takes a transfer of the Affordable Housing Land and Affordable Housing Dwellings to be constructed thereon on appropriate terms and may at the same time invite the District Council to agree a variation of the restriction on Occupations of Market Dwellings as set out in **paragraph 1.5**.
- 1.11 The process set out in **paragraphs 1.6 to 1.9** shall apply in respect of any information submitted by the Owners and Developer pursuant to **paragraph 1.11** without reference to amendment to a Affordable Housing Phase Scheme
- 1.12 Following approval of the information submitted to the District Council pursuant to **paragraph 1.10** the Owners and Developer shall transfer the Affordable Housing Land in the relevant Phase to the District Council for £1 (one pound) consideration

Affordable Housing Land Covenants

- 2. The Owners and Developer covenant and undertake with the District Council that they:-
 - 2.1 will not use or cause or permit the use of the Affordable Housing Land or any part thereof or the Affordable Housing Dwellings erected thereon for any purpose other than for the provision of Affordable Housing in accordance with this Agreement; and
 - 2.2 subject to paragraphs 3 and 4 below 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 the District Council or to a Registered Provider provided that consent shall not be required for any mortgage or charge of the freehold or long leasehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings within either the Affordable Rented Housing or the Shared Ownership Housing or any transaction referred to in paragraph 5 below
- 3. For the avoidance of doubt **paragraph 2** of this Schedule is not binding on a Chargee or a bona fide purchaser for value from the Chargee exercising its power of sale (other than a purchaser which is a Registered Provider) or their successors in title of such purchasers or persons deriving title there from provided that the provisions of **paragraph 4** below have been complied with

4. It is hereby agreed and declared that the proviso contained in **paragraph 3** will only apply where the Chargee exercising its power of sale:-
 - 4.1 has first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and
 - 4.2 has used reasonable endeavours over a period of three months from receipt of notification pursuant to **paragraph 4.1** above to dispose of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Agreement to a Registered Provider or the District Council PROVIDED ALWAYS that nothing herein shall require the Chargee to dispose of the Mortgage Land at a price which is less than the greater of the open market value of the Mortgage Land (subject to the restrictions contained within this Schedule) or all sums due under the terms of the Chargee's mortgage or charge together with costs and interest AND FURTHER PROVIDED THAT in any event if upon the expiry of 3 months from the date of receipt by the District Council of the notice in **paragraph 4.1** above and provided the steps in this paragraph have been completed and no transfer of the Mortgage Land to either the District Council or a Registered Provider has completed within the said period of 3 months then upon expiry of the said 3 months the Chargee shall be able to sell the Mortgage Land free from the restrictions in **paragraph 2.1** and **2.2** above with the effect that they shall cease to bind the Mortgage Land.
5. The provisions of **paragraph 2** will not be binding on:
 - 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
 - 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.
6. The Owners and Developer will not Allocate or cause or permit to be Allocated any of the Affordable Housing Dwellings other than in accordance with the followings:
 - 6.1 the Affordable Housing Dwellings shall only be Allocated to Qualifying Persons in accordance with the Allocations Scheme and in accordance with the terms of the Nominations Agreement;
 - 6.2 the Shared Ownership Units or other Intermediate Housing (with the exception of any starter homes as defined in the National Planning Policy Framework) shall be marketed through the Help to Buy Agent or such other appointed body for the region and only those deemed eligible under the Help to Buy Agent's criteria shall be considered for the Intermediate Housing; or
 - 6.3 as agreed in writing by the District Council.
7. For the avoidance of doubt, if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Homes England pursuant to Section 44 of the Housing Act 1996 (or any statutory provision amending or replacing the same) then the provisions of this Agreement shall continue in respect of such other Registered Provider.

SCHEDULE 10

Biodiversity

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

Definitions

- "Biodiversity Contribution** a financial contribution of £119,968.14 (one hundred and nineteen thousand, nine hundred and sixty eight pounds and fourteen pence) Index Linked (CPIX) from Quarter 2 2017 towards a biodiversity off setting scheme for local landowners or for the purchase and management of land for the benefit of farmland birds displaced by the Development
1. The Owners shall
 - 1.1 on or before the Implementation of the Development pay to the District Council 50% of the Biodiversity Contribution
 - 1.2 not Implement or cause or permit the Implementation of the Development unless and until 50% of the Biodiversity Contribution has been paid to the District Council
 - 1.3 on or before the Occupation of the 501st Dwelling pay to the District Council the balance of the Biodiversity Contribution
 - 1.4 not Occupy or cause or permit the Occupation of more than 500 Dwellings unless and until the whole of the Biodiversity Contribution has been paid to the District Council

SCHEDULE 11

Zero Carbon

1. The Owners and the Developer covenant with the District Council as follows:
 - 1.1 Prior to or no later than submission of an application for Reserved Matters approval for the first Phase of the Development, a strategy for zero carbon generation and carbon balance ("Zero Carbon Strategy") shall be submitted to and approved by the District Council. The strategy shall show how the Development achieves zero carbon as defined in the Eco Towns PPS and referenced in the Cherwell Local Plan Policy Bicester 1
 - 1.2 This Zero Carbon Strategy shall include (as a minimum):
 - 1.2.1 An energy demand assessment which:
 - 1.2.1.1 Specifies thermal performance standard and estimates total energy demand in kWh/year. This can be calculated using Standard Assessment Procedure (SAP) for residential buildings or the Simplified Building Energy Model (SBEM) for non-residential buildings or other software tools approved under the Notice of Approval or agreed in writing by the District Council, that calculates energy demand based on information provided, including construction materials, insulation levels, choice of fuel for heating and efficiency and control of heating systems.
 - 1.2.1.2 Estimates hot water demand in kWh/year.
 - 1.2.1.3 Estimates regulated and unregulated residential electrical demands (kWh/year). Regulated demand can be calculated using SAP or SBEM as above. Unregulated demand should be estimated using best practice benchmarking and referencing suitable historic demand data.
 - 1.2.2 Energy demand reduction proposals, which:
 - 1.2.2.1 Provides details of how energy demand will be reduced through design and specification and the estimated carbon savings. This could be through a range of measures e.g. enhanced fabric energy efficiency, energy efficient appliances, low energy lighting. Quantify this reduction in kWh/year.
 - 1.2.2.2 Provides details on how the balance between ensuring good insulation and air tightness to minimise heat loss in the winter months, and potential overheating in the summer months has been carefully considered.
 - 1.2.3 An energy generation strategy which
 - 1.2.3.1 Specifies energy generation technologies and their outputs in kWh/year (including efficiencies and coefficient of performance)
 - 1.2.3.2 Specifically for photovoltaics, provides the estimated area of panels and locations
 - 1.2.3.3 For gas CHP, provides the separate heat and power outputs and efficiencies and the heat : power ratio as well as the overall efficiency of the plant
 - 1.2.3.4 Provides details of thermal storage if applicable

- 1.2.3.5 Provides details of back and peak boilers if applicable
- 1.2.3.6 Provides details of predicted losses, such as distribution losses
- 1.2.4 Carbon balance:
 - 1.2.4.1 Provides appropriate carbon factors. These currently include: grid electricity – 0.254 kgCO₂/kWh, natural gas – 0.184 kgCO₂/kWh (DEFRA 2019)
 - 1.2.4.2 Provides a spreadsheet showing the overall carbon balance of zero or better
 - 1.2.4.3 If necessary, and if the carbon balance has not satisfied the True Zero Carbon target, then details of local off-site carbon saving measures must be provided with details of the carbon saved. Such measures must be deliverable and must show local benefit.
- 1.3 Prior to Implementation of any part of the Development to submit and secure the written approval of the District Council for a Zero Carbon Implementation Strategy which shall build on and include the detail of the Zero Carbon Strategy approved pursuant to **paragraph 1.1** above and shall provide additional detail of design and as to how the strategy will be implemented including
 - 1.3.1 SAP, SBEM or other software tools approved under the notice of approval analysis for each individual property
 - 1.3.2 Daylighting analysis showing how all residential properties achieve both of the following:
 - 1.3.2.1 Kitchens achieve a minimum Average Daylight Factor of at least 2%
 - 1.3.2.2 All living rooms, dining rooms, studies and home offices achieve a minimum Average Daylight Factor of at least 1.5%
 - 1.3.3 Detailed photovoltaic area schedule
 - 1.3.4 Assessment of over shading, either from adjacent buildings or from trees, and the consequent building by building effect on photovoltaic output (kWh/year)
 - 1.3.5 Overheating assessment using CIBSE TM52 as the methodology or such other approach as agreed in writing by the District Council, and including modelling of future climate scenarios
 - 1.3.6 Details of back up boilers, peak boilers, sizing of plant, thermal storage capacity and district heating efficiencies
 - 1.3.7 details as to how the zero carbon measures set out in the Zero Carbon Strategy will be delivered
- 1.4 All zero carbon measures identified in the Zero Carbon Strategy and Zero Carbon Implementation Strategy are to be provided from first Occupation of any building comprising the Development unless otherwise agreed in writing by the District Council.

SCHEDULE 12

Cultural Wellbeing

In this Schedule the following terms shall have the following meanings:

“Cultural Wellbeing Statement” means a statement of cultural wellbeing for the Development which shall cover the Development and detail the Owners’ and/or Developer’s proposals for the cultural enrichment of the Development and will be in conformity with the North West Bicester Cultural Wellbeing Strategy comprising Appendix V of the North West Bicester SPD and include as a minimum:

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

1. The Owners and Developer covenant with the District Council as follows:
 - 1.1 no later than the date of submission of the first application for Reserved Matters Approval for any part of the Development to submit and secure the written approval of the District Council for a Cultural Wellbeing Statement
 - 1.2 not to Implement the Development unless and until the Cultural Wellbeing Statement has been approved by the District Council
 - 1.3 to Implement the Cultural Wellbeing Statement as approved pursuant to this Schedule 12

SCHEDULE 13

CMO

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

“CMO Contribution”

means the sum of £2,410,447 (two million four hundred and ten thousand four hundred and forty seven pounds) Index Linked (CPIX) from Quarter 2 2017 which may be applied towards all or any of the following:

- encouraging and promoting the environmental social and economic sustainability principles of living in the North West Bicester Development as set out in the North West Bicester SPD
- carrying out on-going community engagement and encouraging involvement in all states of the CMO throughout the construction of the Development and the remainder of the North West Bicester Development and during the lifetime of the North West Bicester Development
- the employment of a person to liaise with the Occupants of the Development and any existing CMO established in connection with another part of the North West Bicester Development to secure full integration
- investments (which may include property outside the North West Bicester Development or the administrative area of the District Council) in order to generate income to be applied or reinvested for Community Benefit and the carrying out of the CMO's activities in perpetuity

“Community Benefit”

means the enhancement of the wellbeing of those who live and/or work within the Development and the North West Bicester Development.

“Community Representatives”

means representatives of the District Council the County Council and/or such other parties approved by the District Council

1. The Owners and the Developer covenant and undertake with the District Council as follows:
 - 1.1 to notify the District Council of the intended date of first Occupation of the
 - 1.1.1 first Dwelling,
 - 1.1.2 the 200th Dwelling

- 1.1.3 the 400th Dwelling
- 1.1.4 the 650th Dwelling
- 1.1.5 the 900th Dwelling
- 1.1.6 the 1100th Dwelling and
- 1.1.7 the 1400th Dwelling

no later than 14 days in advance thereof

- 1.2 in the event that the CMO has been established by the date of first Occupation of the first Dwelling, to make payment to the District Council of 5% of the CMO Contribution no later than the first Occupation of the first Dwelling and thereafter to pay to the District Council

- 1.2.1 a further 5% no later than Occupation of the 200th Dwelling
- 1.2.2 a further 20% no later than Occupation of the 400th Dwelling
- 1.2.3 a further 20% no later than Occupation of the 650th Dwelling
- 1.2.4 a further 20% no later than Occupation of the 900th Dwelling
- 1.2.5 a further 20% no later than Occupation of the 1100th Dwelling
- 1.2.6 the balance of the CMO Contribution no later than Occupation of the 1400th Dwelling

PROVIDED THAT if the sums requested pursuant to this **paragraph 1.2** have not been paid by the expiration of 14 days from the due date further construction of the Development shall cease and there shall be no further building operations carried out or new Occupations of Dwellings until such time as the requested sum is paid

- 1.3 in the event that the CMO has not been established by the date of first Occupation of the first Dwelling, to make payment to the District Council of 2.5% of the CMO Contribution no later than the first Occupation of the first Dwelling which shall be applied by the District Council to employ a specialist to engage the community of the Development and any other parts of the North West Bicester Development and to support the District Council to establish a CMO and thereafter to pay to the District Council

- 1.3.1 a sum of up to 7.5% of the CMO Contribution within 14 days of receipt of a written request from the District Council calling for the same supported by confirmation of the purposes to which the funds shall be applied PROVIDED THAT the request shall not be served by the District Council before the date of intended Occupation of the 200th Dwelling
- 1.3.2 a sum of up to 20% of the CMO Contribution within 14 days of receipt of a written request from the District Council calling for the same supported by confirmation of the purposes to which the funds shall be applied PROVIDED THAT the request shall not be served by the District Council before the date of intended Occupation of the 400th Dwelling
- 1.3.3 a sum of up to 20% of the CMO Contribution within 14 days of receipt of a written request from the District Council calling for the same supported by confirmation of the purposes to which the funds shall be applied PROVIDED THAT the request shall not be served by the District Council before the date of intended Occupation of the 650th Dwelling
- 1.3.4 a sum of up to 20% of the CMO Contribution within 14 days of receipt of a written request from the District Council calling for the same supported by confirmation of the purposes to which the funds shall be applied PROVIDED THAT

the request shall not be served by the District Council before the date of intended Occupation of the 900th Dwelling

1.3.5 a sum of up to 20% of the CMO Contribution within 14 days of receipt of a written request from the District Council calling for the same supported by confirmation of the purposes to which the funds shall be applied PROVIDED THAT the request shall not be served by the District Council before the date of intended Occupation of the 1100th Dwelling

1.3.6 a sum of up to the balance of the CMO Contribution within 14 days of receipt of a written request from the District Council calling for the same supported by confirmation of the purposes to which the funds shall be applied PROVIDED THAT the request shall not be served by the District Council before the date of intended Occupation of the 1400th Dwelling

PROVIDED THAT if the sums requested pursuant to this **paragraph 1.3** have not been paid by the expiration of 14 days from receipt of the request further construction of the Development shall cease and there shall be no further building operations carried out or new Occupations of Dwellings until such time as the requested sum is paid and PROVIDED ALWAYS THAT if the CMO has not been established by the date of intended Occupation of the 200th, the 400th, the 650th, the 900th, the 1100th or the 1400th Dwelling the amounts which may be requested by the District Council at each stage shall be limited to such sums as may be required by the District Council towards the establishment of the CMO

1.4 not to obstruct the setting up establishment or operation of the CMO or any preliminary stages thereof or any other similar organisation containing Community Representatives

SCHEDULE 14

Open Space Allotments and Drainage

1. In this Schedule the following definitions shall apply:

- "Allotment"** each individual allotment plot provided on the Allotment Land in accordance with the approved Allotment Scheme
- "Allotment Land"** means an area of approximately (but not less than) 1.63 ha within the Site to be provided in accordance with the Allotment Specification which is suitable for the growing of fruit, vegetables trees and flowers either in plots or in communal areas
- "Allotment Scheme"** means a scheme for the layout and provision of allotments on each part of the Allotment Land in accordance with the Allotment Specification and which shall include as a minimum
- details for the laying out of the Allotment Land including the number of Allotments and the extent of any communal area which shall be in accordance with the District Council's adopted requirements
 - details for the boundary treatment around the Allotment Land
 - the servicing of the Allotment Land and
 - details for the Management Scheme for the Allotments and Allotment Land
- "Allotment Specification"** the specification attached hereto at Appendix 3
- "Combined LEAP/LAP"** means a local area for play which shall include play equipment to be provided by the Owners and Developer as part of the Development in accordance with the Design Code and the exact number locations and detailed facilities of which to be determined by approval of the Qualifying Permission and the Phase Play Area Scheme for the Phase within which a Combined LEAP/LAP is to be located
- "Combined LEAP/LAP Commuted Sum"** means the sum of £139,497.47 (one hundred and thirty nine thousand four hundred and fifty nine pounds and forty seven pence per Combined Play Area Index Linked (CPIX) from Quarter 3 2019 to the date of payment towards future maintenance of each Combined LEAP/LAP
- "Design Code"** means a design code for the Development to be approved pursuant to a condition of the Planning Permission
- "Final Completion Certificate"** means a certificate issued by the District Council confirming final completion of the laying out, landscaping and equipping of the land in question in accordance with the relevant scheme or specification approved pursuant to this Agreement and the making good of all defects and completion of the Maintenance Period to the District Council's reasonable satisfaction

"Green Space"	means the Open Space the Incidental Open Space and the SuDS or any part of them as the context requires and "Green Spaces" shall be construed accordingly
"Green Space Commuted Sum"	shall mean the sum payable for the future maintenance of the Green Space to be provided in any Phase and which shall be the sum of the Open Space Commuted Sum Incidental Open Space Commuted Sum Hedgerow Commuted Sum the Orchard Commuted Sum and the SuDS Commuted Sum for that Phase
"Green Space Framework "	means a framework showing the location of each component part of the Green Space across the Development and shall identify those parts of the Green Space intended to be made available for use by the public
"Hedgerows"	means any existing hedgerow or hedgerow proposed to be planted as part of the Green Space
"Hedgerow Commuted Sum"	means the sum of £20.66 (twenty pounds and sixty six pence) per square metre Index Linked (CPIX) from Quarter 3 2019 in respect of any Hedgerows
"Incidental Open Space"	means areas of incidental open space as may arise and which the Owners or the Developer intends to be made available for use by members of the public
"Incidental Open Space Commuted Sum"	means the sum of £9.82 (nine pounds and eighty two pence) per square metre Index Linked (CPIX) from Quarter 3 2019 in respect of any Incidental Open Space to be provided
"LAPs"	means local areas for play to be provided by the Owners and Developer as part of the Development in accordance with the Design Code (as applicable) and may comprise free play zones the exact number locations and detailed facilities of which to be determined by approval of the Qualifying Permission and the Phase Play Area Scheme for the Phase within which a LAP is to be located
"LAP Commuted Sum"	means the sum of £30,702.02 (thirty thousand, seven hundred and two pounds and two pence per LAP unless an alternative sum is agreed by the District Council as appropriate for maintenance of the facility being provided and PROVIDED ALWAYS THAT any such agreed sum shall not be less than £12,394.26 (twelve thousand three hundred and ninety four pounds and twenty six pence) and in each case the sum shall be Index Linked (CPIX) from Quarter 3 2019 to the date of payment to be applied towards future maintenance of the LAP
"Landscape Technical Specification"	means the District Council's Technical Specifications for Landscape and Cleaning Operations appended to this Agreement at Appendix 4
"LEAP"	means a locally equipped area for play to be provided by the Owners and Developer as part of the Development in accordance with the Design Code the exact number locations and detailed facilities for which to be determined by approval of the Qualifying Permission and the Phase Play Area Scheme for the Phase within which a LEAP is to be located

"LEAP Commuted Sum" means the sum of £123,950.82 (one hundred and twenty three thousand nine hundred and fifty pounds and eighty two pence) per LEAP Index Linked (CPIX) from Quarter 3 2019 to the date of payment towards future maintenance of the LEAP

"Maintenance Period" means a minimum period of twelve (12) months following the issue by the District Council of a Practical Completion Certificate

"Management Company" means a body established or appointed by the Owners or Developer to carry out the long term management and maintenance of any Green Spaces or Play Areas (as applicable) in respect of a Phase or Phases which are to be managed by it in accordance with the provisions of this Agreement and whose objectives shall include (but not be limited to):-

- Setting the level of charges for funding the running of the body and collecting such Service Charges from residents (such term to include but is not limited to owners occupiers lessees and tenants of the Dwellings) of the Phase ensuring that such charges are not allowed to annually increase by more than the level of RPI;

- Ensuring that the level of any charges levied against any Affordable Housing Dwellings that are not owned outright by Registered Providers shall not materially affect the ability of these Dwellings to remain as Affordable Housing;

- Ensuring accountability to residents of the Development; and

- Allowing the ability of residents to require the transfer of the maintenance and management responsibilities of the Green Spaces from the Management Company to the District Council (or its nominee) in the circumstances set out in the Management Company Structure Scheme such petition to be on grounds of dissatisfaction with the maintenance and management responsibilities of the Management Company only and in such circumstance to allow for any accrued Service Charges to be transferred to the District Council or its nominee that will assume management and maintenance

"Management Company Default Deposit" means the sum calculated as follows:

$((A \times \text{the Green Space Commuted Sum}) + \text{the Play Area Commuted Sum})$ (Index linked CPIX from Quarter 1 2018))

$\div 15$

+ 10% of the capital cost of any Play Area transferred

Where:

A is the area in square metres of the Green Spaces or woodland or linear metres of hedgerow or mature trees and any other feature comprising the Green Space comprised in a Phase which is to be transferred to the Management Company pursuant to **paragraph 3**

and

the Green Space Commuted Sum is calculated in accordance with the types and areas of Green Space being so transferred

"Management Company Forward Funding Deposit"

means the sum calculated as follows:

(A X the Green Space Commuted Sum + the Play Area Commuted Sum) (Index linked CPIX from Quarter 1 2018)

÷ 15

÷ 2

Where:

A is the area in square metres of the Green Spaces or woodland or linear metres of hedgerow or mature trees and any other feature comprising the Green Space comprised in a Phase which is to be transferred to the Management Company

and

the Green Space Commuted Sum is calculated in accordance with the types and areas of Green Space being so transferred

and

the Play Area Commuted Sum is calculated in accordance with the type of Play Area being so transferred

"Management Company Monitoring Payment"

means the sum of £3,881.42 (Index linked CPIX from Quarter 1 2018) towards the District Council's costs of monitoring the land and facilities transferred to the Management Company pursuant to the terms of this Schedule twice/ year for 15 years

"Management Company Structure Scheme"

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

- Details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee;
- Proposed banking arrangements for the Management Company;
- Procedures and justification that the Management Company will follow for drawing down monies by the Management Company from the ManCo Maintenance Escrow Account
- Details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Green Space or Play Area managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;
- Details of the mechanism together with suitable documentation to ensure the transfer of ownership (if the District Council so elects) and responsibility for management and maintenance of the Green

Spaces or Play Areas that are in the ownership of the Management Company to the District Council or its nominee on terms to be agreed (including details of how and when such transfer and step-in mechanism shall be triggered (likely to be written petition by at least 66% of households comprising the Phase in which a relevant Green Space or Play Area sits), settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer)

"ManCo Default Escrow Account"

means an escrow account set up by the Owners or Developer in respect of which the following shall apply:

- (a) it shall hold the Management Company Default Sum;
- (b) monies comprising the Management Company Default Sum and any interest accrued thereon can be drawn against by the District Council for the maintenance of any Green Spaces or Play (that are transferred to the Management Company) in the circumstances set out in **paragraph 2.10** of this Schedule; and
- (c) shall be opened and closed in accordance with the provisions of this Schedule.

"ManCo Maintenance Escrow Account"

means an escrow account set up by the Owner or Developer in respect of which the following shall apply:

- (a) it shall hold the Management Company Forward Funding Sum;
- (b) monies comprising the Management Company Forward Funding Sum and any interest accrued thereon can be drawn against by the Management Company towards the costs of the maintenance of any of the Green Spaces or Play Areas that are transferred to the Management Company where such costs are not otherwise met by the receipts of the Service Charge;
- (c) which shall allow the Management Company to draw down costs every quarter for the costs to be incurred in the following quarter; and
- (d) shall be opened and closed in accordance with the provisions of this Schedule.

"Management Scheme"

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

"Mature Trees"	means any existing mature tree within the Site that will be retained within any area of Green Space
"Mature Trees Commuted Sum"	means the sum of £200.41 (two hundred pounds and forty one pence) per tree Index Linked (CPIX) from Quarter 3 2019 in respect of any Mature Tree
"NEAP"	means a neighbourhood equipped area of play to be provided by the Owners and Developer as part of the Development in accordance with the Design Code and the exact number locations and detailed facilities for which to be determined by approval of the Qualifying Permissions and the Phase Play Area Scheme for the Phase within which a NEAP is to be located
"NEAP Commuted Sum"	means the sum of £295,991.57 (two hundred and ninety five thousand nine hundred and ninety one pounds and fifty seven pence) Index Linked (CPIX) from Quarter 3 2019 for the future maintenance and management of the NEAP
"Open Space"	means the strategic open space within the Development including the Village Green in accordance with the Design Code which the Owners or the Developer intends to be made available for use by members of the public which may include Hedgerow, Orchards, Mature Trees and Paths
"Open Space Commuted Sum"	means the sum of £9.82 (nine pounds and eighty two pence) per square metre Index Linked (CPIX) from Quarter 1 2018
"Orchard"	means any orchard proposed to be planted as part of the Open Space
"Orchard Commuted Sum"	means the sum of £27,20 (twenty seven pounds and twenty pence) per square metre Index Linked (CPIX) from Quarter 3 2019 in respect of any Orchard
"Phase Green Space Scheme"	means a scheme showing the exact location, provision, laying out, landscaping, equipping (as appropriate) and delivery arrangements to include the number of Dwellings which may be Occupied in the relevant Phase prior to the practical completion of the relevant area of Green Space as evidenced by the grant of a Practical Completion Certificate for the Green Spaces and each constituent part thereof to be provided in the relevant Phase in accordance with the approved Green Space Framework and which shall detail any services already identified to be provided under the Green Spaces and shall incorporate a Management Scheme to include a timetable for carrying out the works and the planting comprised in the laying out and landscaping of the Green Space for the relevant Phase
"Phase Play Area Scheme"	means a scheme showing details for the provision of Play Areas within a Phase and which shall include as a minimum: <ul style="list-style-type: none"> (a) the exact location of the LAP(s) LEAP(s) Combined LEAP/LAP(s) and NEAP(s) to be provided in that Phase as identified in accordance with the Design Code and a Qualifying Application for a Phase in locations which shall accord and comply with the accessibility standards set out in BSC11 included in the Cherwell Local Plan and be

in accordance with the District Council's adopted requirements

(b) the laying out landscaping and equipping of each of the LAP(s) LEAP(s) Combined LEAP/LAP(s) and the NEAP(s) which shall ensure that each Play Area is suitable for disabled users

(c) a Management Scheme detailing as a minimum provision for the maintenance of the LAP(s) LEAP(s) Combined LEAP/LAP(s) and NEAP(s) to include a programme for regular inspection

"Play Areas"

means the Combined LEAP/LAPs and NEAPs and any LAPs and LEAPs to be provided pursuant to the Design Code and any Qualifying Permissions and approved Phase Play Area Schemes

"Play Area Commuted Sum"

means the Combined LEAP/LAP Commuted Sum the NEAP Commuted Sum the LAP Commuted Sum and the LEAP Commuted Sum or any combination thereof as the situation requires

"Practical Completion Certificate"

means a certificate issued by the District Council confirming the practical completion of the laying out, landscaping and equipping of the land in question in accordance with the relevant scheme or specification approved pursuant to this Agreement

"Service Charge"

the charge set by the Management Company as a relevant proportion of the costs of managing and maintaining the Green Spaces transferred to it within a Phase payable by each Dwelling comprising that Phase and which charge may vary depending on the size of each Dwelling

"SuDS"

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

"SuDS Commuted Sum"

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

£31.16 (thirty one pounds and sixteen pence) per square metre of ponds

£93.46 (ninety three pounds and forty six pence) per square metre of ditch

£117.91 (one hundred and seventeen pounds and ninety one pence) per square metre of streams

£45.29 (forty five pounds and twenty nine pence) per square metre of balancing pond

in each instance Index Linked (CPIX) from Quarter 3 2019

"Surveyor"

means the District Council's Street Scene and Landscape Services Manager or such other person or persons as shall be notified in writing by the District Council to the Owners and Developer

"Transfer"

means the transfer by the Owners of the freehold the Allotment Land Play Areas and/or Green Space or any part thereof (as applicable) to the District Council (or such other person or body as the District Council may direct) and the transfer of any Play Areas or Green Space by the Owner to the Management Company which shall:

- a) not include any terms which would restrict public access save for the purposes of maintenance works or in the case of emergency; and
- b) not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owners or Developer; and
- c) include any reasonable reservation of rights of access and services over the Allotment Land Play Areas and/or Green Space (as applicable)(or relevant part thereof) for the benefit of any other part of the Site for the purpose of managing maintaining replacing renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity; and
- d) include for the benefit of the respective area of Allotment Land Play Areas and/or Green Space (as applicable) the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the area being transferred over any adjoining land for its intended purpose as set out in this Schedule; and
- e) be at nil consideration and otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or its nominee or the Management Company as applicable; and
- f) be a transfer of the entire freehold interest of the Allotment Land Play Areas and/or Green Space (as applicable) with full title guarantee and vacant possession on completion;
- g) be free from any pre-emption or option agreement and free from any mortgage charge or lien or other encumbrance which restrict the use of the land for its intended purpose other than those which exist at the date of this Agreement and / or are agreed in the Transfer;
- h) in relation to the Play Areas shall contain a restrictive covenant that the land transferred shall not be used for any purpose other than for a publicly accessible games and play area or publically accessible free at the point of use recreational facilities;

“Village Green”

means that part of the Open Space to be provided in the location shown indicatively edged in purple on the on Plan carrying reference 592-PL-106 (adjacent to the proposed school) attached hereto at Appendix 18

Management

2. The Owners and the Developer covenant with the District Council as follows:
 - 2.1 prior to Implementation to notify the District Council in writing whether it intends to transfer any or all of the Green Spaces or Play Areas to EITHER a Management Company OR the District Council (or its nominee) on issue of the Final Completion Certificates for those respective areas PROVIDED THAT the Allotments shall be transferred to the District Council or its nominee
 - 2.2 prior to Implementation in respect of any Phase to notify the District Council in writing whether it intends to transfer any or all of the Green Spaces or Play Areas (as applicable) within that Phase to EITHER a Management Company OR the District Council (or its nominee) on issue of the Final Completion Certificates for those respective areas such notification to include details of which areas of Green Space or Play Areas (as applicable) shall be transferred to which body and for the avoidance of doubt, the Owners and Developer have absolute discretion as to whether the areas of Green Space or Play Areas shall be transferred to a Management Company PROVIDED THAT the District Council may decline to accept a transfer of any part of the Green Spaces or Play Areas within [28 days] of any such notification in which circumstances the Owner and Developer shall arrange for the relevant area to be transferred to and managed and maintained by a Management Company
 - 2.3 Where the notification given pursuant to **paragraph 2.1** or **2.2** confirms or the response from the District Council pursuant to **paragraph 2.2** above requires that all or any Green Space or Play Areas in a Phase are to be transferred to and managed and maintained by the Management Company in accordance with the terms of this Schedule the Owners and Developer shall:
 - 2.3.1 not dispose of an interest in a Dwelling comprising the Phase without putting in place in the plot documentation for each of the Dwellings a covenant whereby each of the residents of the Phase (and their successors in title) shall be liable to make payment to the Management Company of the Service Charge which shall be collected and ring-fenced by the Management Company as successor in title to the Owner for application for the management and maintenance of the Green Space and Play Areas in that Phase
 - 2.3.2 put in place in the plot documentation for each of the Dwellings a covenant whereby each of the residents of the Phase (and their successors in title) shall be liable to make payment to the Management Company of the Service Charge prior to Occupation of the relevant Dwelling
 - 2.3.3 pay to the District Council the Management Company Monitoring Payment upon the date of the first transfer to a Management Company of any Green Space or Play Area comprising the Development in accordance with this Schedule PROVIDED THAT no more than 95% of the Dwellings in the first Phase including Green Space or Play Areas to be transferred to the Management Company shall be Occupied unless and until the Management Company Monitoring Payment has been paid to the District Council
 - 2.3.4 prior to the first Practical Completion of the first Dwelling comprising the Phase, submit to and secure the approval of the District Council for the Management Company Structure Scheme; and
 - 2.4 Upon approval of the Management Company Structure Scheme the Owners and Developer will appoint or establish the Management Company in accordance with the approved Management Company Structure Scheme and provide evidence to the District Council that it has been so established PROVIDED THAT the Management Company shall be established

prior to the Practical Completion of the first Dwelling comprising the Phase PROVIDED THAT the Owner and Developer may appoint one Management Company to manage and maintain the Green Space and Play Areas transferred to it in more than one Phase with the agreement of the District Council

- 2.5 The Owner and Developer shall transfer the areas of Green Space and/or Play Areas in a Phase identified as to be Transferred to the appointed or established Management Company pursuant to **paragraph 2.2** above to the established or appointed Management Company within 28 days or such other period as agreed in writing with the District Council of the issue of the Final Completion Certificate for the relevant Green Space and/or Play Area PROVIDED ALWAYS that the Transfer of all of the relevant Green Space and/or Play areas within a Phase shall take place prior to Occupation of more than 95% of the Dwellings in the Phase
- 2.6 On or before the first Transfer to the Management Company of any Green Space and/or Play Area in a Phase in accordance with this Schedule, the Owners and Developer shall:
- 2.6.1 set up the ManCo Default Escrow Account for that Phase and provide evidence to the District Council that the account has been set up; and
 - 2.6.2 set up the ManCo Maintenance Escrow Account for that Phase and provide evidence to the District Council that the account has been set up
 - 2.6.3 pay the Management Company Default Deposit in respect of the Green Spaces and/or Play Areas in that Phase to be transferred to the Management Company into the ManCo Default Escrow Account and provide evidence to the District Council that such payment has been made
 - 2.6.4 pay the Management Company Forward Funding Deposit in respect of the Green Spaces and/or Play Areas in that Phase to be transferred to the Management Company into ManCo Maintenance Escrow Account and provide evidence to the District Council that such payment has been made
- 2.7 On each anniversary of the first payment of the Management Company Forward Funding Deposit into the ManCo Maintenance Escrow Account for each Phase to make a further payment of the Management Company Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the Management Company Forward Funding Deposit until the earlier of
- 2.7.1 the fourteenth anniversary of the date of the first payment of the Management Company Forward Funding Deposit in relation to the Phase or
 - 2.7.2 the date of Occupation of the final Dwelling comprising the Phase
- 2.8 The ManCo Default Escrow Account shall be retained for a period expiring 15 (fifteen) years after the date the Management Company Default Escrow Account for the Phase is first opened and the ManCo Default Escrow Account shall be closed at this point (or earlier if the Management Company is wound up prior to the expiration of the said 15 years) and any monies whether capital or interest sums remaining in the ManCo Default Escrow Account at that time shall be released to and retained by the Management Company to be used towards general maintenance of any Green Space and/or Play Areas that have been transferred to the Management Company
- 2.9 The ManCo Maintenance Escrow Account shall be retained for a period expiring on the date that Occupation of the last Dwelling to be Occupied within that Phase occurs and then shall be closed and any monies whether capital or interest sums remaining in the ManCo Maintenance Escrow Account at that time shall be released to and retained by the Management Company to be used towards general maintenance of any Green Spaces and/or Play Areas that have been transferred to the Management Company
- 2.10 In the event that the Management Company fails to maintain any of the Green Spaces and/or Play Areas that have been transferred to it in accordance with the approved

Management Scheme or the Management Company goes into liquidation or otherwise ceases to exist where a replacement Management Company is not immediately put in place, the District Council may enter on to the relevant area of Green Space and/or Play Area together with relevant personnel and equipment to ensure the performance of the obligations contained in this Schedule and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Green Space and/or Play Area (that has been transferred to the Management Company) and shall be entitled to full reimbursement by the Management Company of all costs and expenses incurred in performing the said obligations PROVIDED THAT in the event the Management Company does not have adequate funds to cover these works in default, the District Council shall be entitled to recover such costs and expenses from the ManCo Default Escrow Account and PROVIDED ALWAYS THAT the District Council shall not be entitled to take action under this paragraph nor recover reimbursement unless the District Council before taking action to enforce any of the terms of this Schedule shall have given written notice to the Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and shall afford the Management Company the opportunity to remedy the breach in accordance with the steps and time period in the written notice.

2.11 In the event that the Management Company fails to maintain any of the Green Spaces and/or Play Areas that have been transferred to it in accordance with the approved Management Scheme and at that point in time there are no funds in the ManCo Default Escrow Account or the funds in the ManCo Default Escrow Account are insufficient to defray the costs to be incurred by the District Council in carrying out works in default then the Management Company as successor in title to the Owner shall, at the election of the District Council

2.11.1 transfer the areas of Green Space and Play Areas within the Phase to the District Council or its nominee together with all responsibilities for management and maintenance of the same; and

2.11.2 transfer the responsibility for management and maintenance of the relevant areas of Green Space and Play Areas to the District Council or its nominee

PROVIDED THAT the Management Company as successor in title to the Owner shall at that point transfer any existing accrued Service Charges and assign

(a) its right to collect and receive payments of the Service Charge from residents of the Development; and

(b) any rights it has to draw down funds from the ManCo Default Escrow Account and/or the ManCo Maintenance Escrow Account

to the District Council or its nominee

2.12 in the event of Transfer of any Play Area to the Management Company to provide an unrestricted right of access to that Play Area and (if access cannot be gained by or over public highways) over an appropriate part of the Site as may be defined for the purpose of maintaining that Play Area PROVIDED THAT the access to Play Area shall only be required to be suitable for occasional access by maintenance vehicles and will not have to comply with any highway adoption criteria nor will access have to be afforded over tarmacked access tracks

2.13 the transfer of any Play Area or Green Space to the Management Company shall be subject to a restrictive covenant that the Play Area or Green Space shall not be used other than as identified in accordance with the Phase Play Area Scheme or Green Space Scheme as applicable, the Planning Permission and this Agreement

Transfer to the District Council or its nominee

2.14 Where any Green Space or Play Areas are to be managed and maintained by the District Council and in any event in respect of the Allotments the Owners and Developer shall within

28 days following the issue of any relevant Final Completion Certificate send to the District Council an offer in writing to transfer the relevant part of the Play Area Allotment Land or Green Space to the District Council or its nominee on the Transfer Terms and the District Council shall either accept the offer or identify a nominee to accept a transfer to the relevant Play Area Allotment Land or Green Space

- 2.15 the transfer of the relevant Allotment Land Play Area or Green Space to the District Council or its nominee shall be subject to a restrictive covenant that the Play Area Allotment Land or Green Space shall not be used other than as identified in accordance with the Phase Play Area Scheme Allotment Scheme or Green Space Scheme as applicable, the Planning Permission and this Agreement PROVIDED ALWAYS that the District Council or its nominee shall not be obliged to enter into a transfer other than on the Transfer Terms
- 2.16 on the transfer to the District Council or its nominee of the following facilities the Owners and Developer shall pay to the transferee the following
- 2.16.1 in respect of each NEAP the NEAP Commuted Sum
 - 2.16.2 in respect of each LEAP the LEAP Commuted Sum
 - 2.16.3 in respect of each LAP the LAP Commuted Sum
 - 2.16.4 in respect of each Combined LEAP/LAP the Combined LEAP/LAP Commuted Sum
 - 2.16.5 in respect of any part of the Green Space the Green Space Commuted Sum which shall be calculated in accordance with the types and areas of Green Space being so transferred

AND FOR THE AVOIDANCE OF DOUBT the maintenance of the Allotment Land transferred to the District Council shall be funded through payment to the District Council of the [Allotment and Community Farm Commuted Sum pursuant to Schedule 5]

- 2.17 on completion of the transfers of the Play Area(s) and/or Green Space (or part thereof) to the District Council or its nominee to hand over and assign to the District Council or its nominee (as applicable) any suppliers' or contractors' warranty relating to any equipment including play equipment and its installation on the relevant area
- 2.18 in the event of transfer of any Play Area to the District Council or its nominee to provide an unrestricted right of access to that Play Area and (if access cannot be gained by or over public highways) over an appropriate part of the Site as may be defined by agreement between the Owners and Developer and the District Council or its nominee for the purpose of maintaining that Play Area PROVIDED THAT the access to Play Area shall only be required to be suitable for occasional access by maintenance vehicles and will not have to comply with any highway adoption criteria nor will access have to be afforded over tarmacked access tracks

Green Spaces

3. The Owners and Developer covenant with the District Council as follows

Allotments

- 3.1 prior to Implementation to submit and secure the written approval of the District Council to the location of the Allotment Land and the Phase(s) of the Development within which the Allotment Land will be comprised which shall take account of the obligations and restrictions in **paragraphs 3.3 to 3.6** below
- 3.2 prior to the Implementation of the Development in any Phase in which Allotment Land will be located to submit and secure the written approval or deemed approval of the District Council for an Allotment Scheme for that area of Allotment Land

- 3.3 prior to the Occupation of
- 3.3.1 any more than 499 Dwellings to provide lay out and make available for use no less than 0.4ha of the Allotment Land as Allotments
 - 3.3.2 any more than 1099 Dwellings to provide lay out and make available for use no less than a further 0.6ha (a total of 1ha) of the Allotment Land as Allotments
 - 3.3.3 any more than 1499 Dwellings to provide lay out and make available for use the remaining Allotment Land as Allotments

subject in each case to the operation of **paragraph 3.5**

- 3.4 not to Occupy or cause or permit the Occupation of
- 3.4.1 any more than 499 Dwellings unless and until at least 0.4ha of the Allotment Land has been provided laid out and made available for use as Allotments
 - 3.4.2 any more than 1099 Dwellings unless and until at least 1ha of the Allotment Land has been provided laid out and made available for use as Allotments
 - 3.4.3 any more than 1499 Dwellings unless and until all of the Allotment Land has been provided laid out and made available for use as Allotments
- 3.5 to provide and layout each area of the Allotment Land in accordance with the approved Allotment Scheme for the relevant area to the reasonable satisfaction of the District Council as evidenced by the issue of a Practical Completion Certificate and in each case prior to the Occupation of any Dwelling within 30 metres of the boundary of the Allotment Land
- 3.6 not to Occupy or cause or permit the Occupation of any Dwelling within 30 metres of the boundary to any part of the Allotment Land unless and until the relevant area of Allotment Land has been laid out in accordance with the relevant approved Allotment Scheme to the District Council's reasonable satisfaction and a Practical Completion Certificate has been issued in respect of it
- 3.7 upon completion of the laying out and provision of the Allotment Land seek the approval of the District Council to the provision thereof and request the issue of a Practical Completion Certificate and then a Final Completion Certificate in accordance with **paragraphs 3.19 to 3.21** below

Open Space

- 3.8 no later than the submission of the first Qualifying Application for any part of the Development to submit the Green Space Framework to the District Council for its written approval
- 3.9 not to Implement the Development until there has been submitted in writing to and approved by the District Council the Green Space Framework
- 3.10 no later than the submission of a Qualifying Application for a Phase to submit and secure the approval of the District Council for the Phase Green Space Scheme for that Phase
- 3.11 not to Implement or cause or permit the Implementation of any Phase of the Development unless and until there has been submitted in writing and approved by the District Council a Phase Green Space Scheme for that Phase
- 3.12 to implement the Green Space Framework and the Phase Green Space Scheme for each relevant Phase as approved and not to Occupy or cause or permit Occupation of more than the specified number of Dwellings in the relevant Phase as set out in the Phase Green Space Scheme until the Green Space in that Phase has been provided and laid out to the District Council's satisfaction PROVIDED ALWAYS THAT

- 3.12.1 the Village Green (including a NEAP) shall be provided laid out and made available for use by members of the public for general recreational purposes (as evidenced by the issue or deemed issue of a Practical Completion Certificate) prior to the Occupation of any more than 249 Dwellings; and
 - 3.12.2 the Owners and Developer shall not Occupy or cause or permit the Occupation of any more than 249 Dwellings unless and until the Village Green (including the NEAP to be provided thereon) has been provided laid out and made available for use by members of the public for general recreational purposes and a Practical Completion Certificate has been issued
- 3.13 upon completion of the laying out and provision of any part of the Green Space to seek the approval of the District Council to the provision thereof and request the issue of a Practical Completion Certificate and then a Final Completion Certificate in accordance with **paragraphs 3.19 to 3.21** below

Play Areas

- 3.14 no later than the submission of a Qualifying Application for a Phase to submit and secure the approval of the District Council for the Phase Play Area Scheme for that Phase
- 3.15 not to Implement or cause or permit the Implementation of any Phase of the Development unless and until there has been submitted in writing and approved by the District Council a Phase Play Area Scheme for that Phase
- 3.16 to implement the Phase Play Area Scheme for each relevant Phase as approved PROVIDED ALWAYS THAT as a minimum
 - 3.16.1 a Combined LEAP/LAP shall be provided laid out and completed prior to Occupation of any more than 100 Dwellings
 - 3.16.2 a NEAP shall be provided laid out and completed on the Village Green prior to Occupation of any more than 250 Dwellings:
 - 3.16.3 a second Combined LEAP/LAP shall be provided laid out and completed prior to Occupation of any more than 500 Dwellings
 - 3.16.4 a third Combined LEAP/LAP shall be provided laid out and completed prior to Occupation of any more than 750 Dwellings
 - 3.16.5 a second NEAP shall be provided laid out and completed prior to Occupation of any more than 1000 Dwellings
 - 3.16.6 a fourth Combined LEAP/LAP shall be provided laid out and completed prior to Occupation of any more than 1250 Dwellings
 - 3.16.7 a fifth Combined LEAP/LAP shall be provided laid out and completed prior to Occupation of any more than 1500 Dwellings

in each case in accordance with the Design Code and relevant approved Phase Play Area Scheme and as evidenced by the issue (or deemed issue) of a Practical Completion Certificate and PROVIDED ALWAYS THAT each Play Area will be provided prior to the Occupation of

 - 3.16.7.1 in respect of a LAP, LEAP or Combined LEAP/LAP, any Dwelling within 30 metres from the boundary of the LAP, LEAP or Combined LEAP/LAP
 - 3.16.7.2 in respect of a NEAP, any Dwelling within 60 metres from the boundary of the NEAP

- 3.17 not to Occupy or cause of permit the Occupation of
- 3.17.1 any more than 100 Dwellings unless and until a Combined LEAP/LAP has been provided laid out and completed
 - 3.17.2 any more than 250 Dwellings unless and until a NEAP has been provided laid out and completed on the Village Green
 - 3.17.3 any more than 500 Dwellings unless and until a second Combined LEAP/LAP has been provided laid out and completed
 - 3.17.4 any more than 750 Dwellings unless and until a third Combined LEAP/LAP has been provided laid out and completed
 - 3.17.5 any more than 1000 Dwellings unless and until a second NEAP has been provided laid out and completed
 - 3.17.6 any more than 1250 Dwellings unless and until a fourth Combined LEAP/LAP has been provided laid out and completed
 - 3.17.7 any more than 1500 Dwellings unless and until a fifth Combined LEAP/LAP has been provided laid out and completed
 - 3.17.8 any Dwelling within 30 metres of the boundary of a LAP a LEAP or a Combined LEAP/LAP unless and until the relevant play facility has been provided laid out and completed
 - 3.17.9 any Dwelling within 60 metres of the boundary of a NEAP unless and until the NEAP has been provided laid and out and completed

- 3.18 upon completion of the laying out and provision of any Play Area to seek the approval of the District Council to the provision thereof and request the issue of a Practical Completion Certificate and then a Final Completion Certificate in accordance with **paragraphs 3.19 to 3.21** below

Approval

- 3.19 upon completion of the laying out and provision of the Allotments Play Area(s) and the Green Space in each Phase to seek the approval of the District Council to the provision thereof and request the issue of a Practical Completion Certificate (and a Final Completion Certificate pursuant to **paragraph 3.21**) in accordance with the following
- 3.19.1 the Owners and Developer shall invite the District Council in writing to inspect the relevant area with a view to issuing a Practical Completion Certificate
 - 3.19.2 the District Council shall inspect the relevant area of Allotment Land, Play Area or Green Space within 14 days of receipt of the invitation in **paragraph 3.19.1** above and shall within 14 days of such inspection EITHER issue a Practical Completion Certificate OR issue a notice ('Defects Notice') which states the relevant area of Allotment Land Play Area or Green Space has not been provided to the District Council's reasonable satisfaction and set out details of the work required to reach that standard
 - 3.19.3 if the Owners and Developer receive a Defects Notice in respect of a relevant area they shall use reasonable endeavours to complete the works specified in the Defects Notice as soon as reasonably practicable and in any event no longer than 8 weeks from receipt of a Defects Notice (or such longer period as may be agreed by the District Council) and then invite the District Council to re-inspect the relevant area

3.19.4 the procedure set out in **paragraphs 3.19.1 – 3.19.3** above shall be repeated in respect of the area of Allotment Land relevant Play Area and each area of the Green Space until such time as the District Council EITHER:

3.19.4.1 issues a Practical Completion Certificate; OR

3.19.4.2 fails to inspect the relevant area of Allotment Land Play Area or part of the Green Space within 14 days of receipt of the invitation in **paragraph 3.19.1** above in which case a Practical Completion Certificate shall be deemed to have been issued 14 days after receipt of the relevant invitation; OR

3.19.4.3 fails to serve within 14 days of their inspection a Defects Notice in which case a Practical Completion Certificate shall be deemed to have been issued 14 days following the relevant inspection

PROVIDED THAT no more than 60% of the Dwelling in the relevant Phase shall be Occupied unless and until a Practical Completion Certificate has been issued for all of the Green Space and Play Areas in the Phase

3.20 following the issue (or deemed issue) of a Practical Completion Certificate, the Owners and Developer shall maintain the area of Allotments Land, Play Area or Green Space in accordance with the approved Allotment Scheme, Phase Play Area Scheme or Phase Green Space Scheme as well as the approved Management Scheme for the relevant area to the reasonable satisfaction of the District Council, rectifying any defects arising and (where relevant) replacing any trees shrubs plants or grass which have died or been removed or become seriously diseased or damaged with others of a similar size and species.

3.21 upon completion of the Maintenance Period for the relevant area of Allotment Land Play Area or Green Space the Owners and Developer will secure the final approval of the District Council for such area of Allotment Land Play Area or Green Space by inviting the District Council in writing to inspect the relevant area of Allotment Land Play Area or Green Space with a view to issuing a Final Completion Certificate and the provisions of **paragraphs 3.19** above shall apply mutatis mutandis (such that reference to Practical Completion Certificate in those paragraphs shall instead read Final Completion Certificate PROVIDED THAT no more than 90% of the Dwellings in the relevant Phase shall be Occupied unless and until a Final Completion Certificate has been issued in respect of all of the Green Space and Play Areas in the Phase

Regulation

3.21.1 that there shall be no laying of Services or Service Media under or through

3.21.1.1 the Play Areas as identified pursuant to the Design Code and approved Phase Play Area Scheme

3.21.1.2 the Green Space as identified pursuant to the Green Space Framework or Phase Green Space Scheme

3.21.1.3 the Allotment Land as identified pursuant to the Allotment Scheme

other than as identified therein unless so agreed by the District Council whether in discharging conditions pursuant to the Planning Permission or a Qualifying Permission or otherwise

3.22 that the Allotment Land, Green Space and the Play Areas shall not be used for the storage of materials, the parking of cars and/or any other vehicles (save as expressly provided for in the locations identified in the Approved Allotment scheme) or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation

- 3.23 not to grant or cause or permit to be granted any rights or easements over the Allotment Land, Play Areas or Green Spaces or any part of them (save those that exist as at the date of this Agreement) without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by way of discharging conditions pursuant to the Planning Permission or a Qualifying Permission or otherwise
- 3.24 to provide an unrestricted right of access for the general public to the Play Areas and Green Spaces (excluding any Green Spaces expressly identified and agreed as not to be made available to the public within the approved Green Spaces Framework) and every part thereof at all reasonable times following the issue of a Practical Completion Certificate PROVIDED THAT the use of and access to the parts of the Play Area and Green Space may be restricted in in the following circumstances:
- 3.24.1 in the event of emergency such that access and use by the general public should be prevented for reasons of health and safety or security alerts for any period as may be appropriate in the circumstances without prior written approval of the District Council;
- 3.24.2 in the event of any works to the Play Area or Green Spaces needing to be undertaken which would necessitate as a direct result of the said works, access and use by the general public being prevented provided that if such closure is to last longer than 5 Working Days in order to ensure effective completion of the works then the Owners and Developer shall first obtain the District Council's prior written approval (the District Council shall not unreasonably withhold or delay such approval) to the closure SAVE THAT in the event such closure is required for a period in excess of 5 Working Days for health and safety or security alerts the Owners and Developer shall not be required to obtain the District Council's prior written approval;
- 3.24.3 ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance (acting reasonably); and
- 3.24.4 closing any such areas (or any part thereof) during hours of darkness.
- 3.25 at all reasonable times and upon reasonable notice permit the District Council's officers servants and agents to enter onto any necessary part of the Site for the purpose of inspecting the Allotments, Play Area or relevant part of the Green Space (subject to the District Council's officers servants and agents complying with any requirements and measures on health and safety in operation on the Site that the Owners and Developer considers necessary before and during access and entry being permitted which may include first undertaking appropriate health and safety training of a reasonable duration which does not unreasonably delay inspections to ensure compliance with relevant requirements/or site induction)
- 3.26 to manage and maintain the Play Areas and Green Space in accordance with the approved Phase Play Area Scheme and relevant Phase Green Space Scheme and the relevant approved Management Scheme unless and until there is a transfer of the Play Area or the relevant area of the Green Space to the District Council or its nominee and shall:
- 3.26.1 ensure that the Play Area or relevant part of the Green Space is made available for its intended use in accordance with the approved Phase Play Area Scheme or Phase Green Space Scheme as applicable
- 3.26.2 not use or cause or permit the use of any part of the Play Areas or Green Space for any purpose other than the purpose for which it was provided and in accordance with the provisions of the Planning Permission and this Agreement

PROVIDED ALWAYS that in the event that the Owners or Developer is in material breach of these covenants the District Council may enter on to the Site and relevant Play Area or area of Green Space together with relevant personnel and equipment to ensure the performance of the obligations contained in those covenants and shall be entitled to full

reimbursement by the Owners and the Developer of all costs and expenses incurred in performing the said obligations subject to the operation of **paragraph 2** in the event that the relevant area is transferred to a Management Company

- 3.27 to manage and maintain the Allotments on the Allotment Land in accordance with the Allotment Scheme until there is a transfer of the Allotment Land to the District Council or its nominee and shall:
- 3.27.1 ensure that the Allotments are managed and maintained (and for the avoidance of doubt this may include the imposition of a Service Charge and reasonable allotment rents)
 - 3.27.2 ensure that the Allotment Land is made available for use as Allotments
 - 3.27.3 not use or cause or permit the use of any part of the Allotment Land for any purpose other than the purpose for which it was provided or constructed and in accordance with the provisions of the Planning Permission and this Agreement

PROVIDED ALWAYS that in the event that the Owners or Developer is in material breach of these covenants the District Council may enter on to the Site and the Allotment Land together with relevant personnel and equipment to ensure the performance of the obligations contained in those covenants and shall be entitled to full reimbursement by the Owners and the Developer of all costs and expenses incurred in performing the said obligations subject to the operation of **paragraph 2**

- 3.28 prior to the inspection required for the purposes of securing a Practical Completion Certificate for each and every LAP LEAP Combined LEAP/LAP and NEAP, to provide to the District Council a RoSPA post installation report and Risk Assessment or if RoSPA no longer provide such reports a similar report and risk assessment from any replacement body or similar body for that LAP LEAP Combined LEAP/LAP or NEAP (as applicable) (which RoSPA or similar report and Risk Assessment must be satisfactory to the District Council (acting reasonably)) and thereafter will provide a satisfactory RoSPA or similar report in respect of each LAP LEAP Combined LEAP/LAP and NEAP annually until the date of transfer to the District Council or its nominee PROVIDED THAT any such RoSPA or similar reports provided to the District Council shall be less than eleven months old at the date of provision
- 3.29 the parties agree that no LAP LEAP Combined LEAP/LAP or NEAP shall be located on any part of the SuDS unless the District Council agrees otherwise in writing
- 3.30 the Open Space and Incidental Open Space may include part of the SuDS and the provisions of this Schedule shall be applied so that they do not prohibit restrict or adversely affect the SuDS
- 3.31 any requirement that the Green Space shall be made available for public access will be subject to the limitation that such access may be restricted to facilitate safe, effective and efficient maintenance of the SuDS

SCHEDULE 15

Design and Building Standards

1. In this Schedule the following terms have the following meanings:

"Assessor"		means an independent assessor licensed by BRE Global (or equivalent successor licensing body) to conduct assessments to the requirements of BREEAM
"BREEAM"		means the environmental assessment method and rating system for buildings provided by BRE Global
"CEEQUAL Excellent Interim Assessor Statement"		means a written statement from a CEEQUAL assessor certifying that CEEQUAL Excellent can be achieved
"CEEQUAL Excellent Whole Team Award Certificate"		means a certificate rated excellent issued by a CEEQUAL assessor pursuant to the assessment and awards scheme for improving sustainability in civil engineering and the public realm
"Design Certificate"	Assessment	means a certificate issued by an Assessor following a design stage assessment carried out prior to the construction of a build
"Post Construction Certificate"	Construction	means a certificate issued by an Assessor following a post construction stage assessment carried out following the completion of construction of a building
"Relevant Works"	Infrastructure	means all infrastructure works in the Development outside of individual Dwelling plots.

Construction Standards

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

- 2.1 Prior to the commencement of construction of any Relevant Infrastructure Works to provide to the District Council a CEEQUAL Excellent Interim Assessor Statement
- 2.2 within 6 months of completion of any Relevant Infrastructure Works to provide to the District Council a CEEQUAL Excellent Whole Team Award Certificate;
- 2.3 not to cause or permit the Construction of any Relevant Infrastructure Works until a CEEQUAL Excellent Interim Assessor Statement for those works has been provided to the District Council;
- 2.4 within 6 months of completion of any Relevant Infrastructure Works to provide to the District Council a CEEQUAL Excellent Whole Team Award Certificate;
- 2.5 prior to Implementation of each Phase of the Development to submit and secure the approval of the District Council for a scheme for sourcing materials related to the construction of the relevant Phase local to Bicester so far as is reasonable without harming the build quality of the Development in respect of matters including quality of materials and embodied carbon
- 2.6 not to Implement each Phase of the Development unless and until the scheme required pursuant to **paragraph 2.5** above has been approved in writing by the District Council

- 2.7 to comply fully with the schemes required pursuant to **paragraph 2.5** as approved to ensure that all contactors engaged in the construction of the Development register for the Considerate Contractor Scheme
- 2.8 to procure the construction of all non-residential buildings comprising the Development to BREEAM 'Very Good' standard with the capability of achieving 'Excellent' standard demonstrated through the design assessment PROVIDED THAT where it is demonstrated that 'Excellent' standard can be achieved without materially affecting the viability of the Development the non-residential buildings shall be constructed to this standard.
- 2.9 not to cause or permit the construction of any non-residential building comprising the Development until written confirmation from a BREEAM Assessor that the building will achieve the BREEAM Very Good Standard has been provided to the District Council
- 2.10 to provide to the District Council a Design Assessment Certificate for each non-residential building issued by an Assessor certifying that BREEAM Very Good standard has been achieved as soon as it is available
- 2.11 not to cause or permit any non-residential building comprising the Development to be Occupied until a Post Construction Certificate has been issued by an Assessor for it certifying that BREEAM Very Good standard has been achieved and such Post Construction Certificate has been provided to the District Council.

SCHEDULE 16

Monitoring

In this Schedule, the following words and expressions have the following meanings:

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

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

1. The Owners and the Developer covenant and undertake with the District Council as follows:
 - 1.1 subject to paragraphs 1.3 and 1.4 of this Schedule to comply fully with the measures in the Post Occupancy Monitoring Schedule and Construction Stage Monitoring Schedule in accordance with the details approved by the District Council in accordance with paragraph 1.6 of this Schedule;
 - 1.2 to commence the measures set out in the Construction Stage Monitoring Schedule on Implementation of the Development;
 - 1.3 to commence the measures set out in the Post Occupancy Monitoring Schedule prior to the Occupation of the 50th Dwelling and not to cause or permit more than 49 Dwellings to be Occupied until the measures set out in the Post Occupancy Monitoring Schedule have been commenced;
 - 1.4 prior to Implementation of the Development to submit to and secure the written approval of the District Council for full details of how the matters set out in the Construction Stage Monitoring Schedule and Post Occupancy Monitoring Schedule will be monitored in practice;
 - 1.5 not to cause or permit the Implementation of the Development unless and until the details submitted pursuant to paragraph 1.4 have been approved in writing by the District Council;
 - 1.6 to submit to the District Council reports on a six monthly basis in respect of the compliance with the Construction Stage Monitoring Schedule in accordance with the requirements of that Schedule;
 - 1.7 to submit to the District Council reports on an annual basis for ten years commencing on the first Occupation of the first Dwelling in respect of the compliance with the Post Occupancy Monitoring Schedule in accordance with the requirements of that Schedule.

SCHEDULE 17

County Council Contributions

In this Schedule, the following words and phrases have the following meanings unless the context otherwise requires and any definition which does not appear below shall be given the meaning allocated to it elsewhere in this Agreement:

"Bus Infrastructure Contribution"

means the sum of £59,180 Index Linked Baxter towards the provision of bus stop infrastructure at North West Bicester Development

and on Middleton Stoney Road and comprising two payments as follows

- (a) Bus Infrastructure Payment 1 of £14,795 Index Linked Baxter and
- (b) Bus Infrastructure Payment 2 of £44,385 Index Linked Baxter

"Bus Services Contribution"

means the sum of £1,443,245 Index Linked RPIX towards the provision of bus services serving the North West Bicester Development and connecting to Bicester town centre and Bicester Village Railway Station and comprising 8 payments as follows:

- (a) Bus Service Payment 1 of £180,406 Index Linked RPIX;
- (b) Bus Service Payment 2 of £180,406 Index Linked RPIX;
- (c) Bus Service Payment 3 of £180,406 Index Linked RPIX;
- (d) Bus Service Payment 4 of £180,406 Index Linked RPIX;
- (e) Bus Service Payment 5 of £180,406 Index Linked RPIX;
- (f) Bus Service Payment 6 of £180,406 Index Linked RPIX;
- (g) Bus Service Payment 7 of £180,406 Index Linked RPIX and
- (h) Bus Service Payment 8 of £180,406 Index Linked RPIX

"Bus Services Date"

means the earlier of the date of first Occupation of the 500th Dwelling and the opening to traffic of the Strategic Highway

"Bus Services (Interim) Contribution"

means the sum of £1,050,000 Index Linked RPIX towards the provision of bus services serving the Development and connecting to Bicester town centre and comprising 7 instalments as follows subject

always as provided in **paragraph 5.2** of this Schedule:

(a) Interim Bus Service Payment 1 of £150,000 Index Linked RPIX

(b) Interim Bus Service Payment 2 of £150,000 Index Linked RPIX

(c) Interim Bus Service Payment 3 of £150,000 Index Linked RPIX

(d) Interim Bus Service Payment 4 of £150,000 Index Linked RPIX

(e) Interim Bus Service Payment 5 of £150,000 Index Linked RPIX

(f) Interim Bus Service Payment 6 of £150,000 Index Linked RPIX

(g) Interim Bus Service Payment 7 of £150,000 Index Linked RPIX

"Bus Service (Interim) Date" means the date of First Occupation of the 400th Dwelling

"Cycle Improvements Contribution (Middleton Stoney Road)" means the sum of £312,058 Index Linked Baxter towards shared use footway/cycle way on Middleton Stoney Road comprising 2 instalments as follows

(a) Cycle Improvements Payment 1 of £31,206 Index Linked Baxter and

(b) Cycle Improvements Payment 2 of £280,852 Index Linked Baxter

"County Council Contributions" means all of the contributions payable to the County Council in accordance with this Schedule

"Highways Contribution" means the sum of £356,591 Index Linked Baxter towards capacity improvements at the junction of the A4095 and B4100

"Library Contribution" means the sum of £197,140 Index Linked PUBSEC towards the new Bicester library comprising 2 payments as follows:

(a) Library Payment 1 of £59,143 Index Linked PUBSEC; and

(b) Library Payment 2 of £137,997 Index Linked PUBSEC

"Matrix Sum" means the sum calculated in accordance with Part 2 of this Schedule

"Opening Date" means the date following the issue by the County Council of its certificate of completion for the

	Strategic Highway on which the Strategic Highway is first opened to public traffic
"Primary Education Land & Funding (L&F) Contribution"	means the sum of £9,923,000 Index Linked PUBSEC for the provision of primary education infrastructure at the Site
"Rights of Way Contribution"	means the sum of £31,675 Index Linked Baxter towards improvements to Bicester Bridleway 9 and Bucknell Bridleway 4
"School Transport Contribution"	means the sum of £266,000 Index Linked RPIX towards transporting primary school children residing at the Site to and from primary school
"Shakespeare Drive Contribution"	means the sum of £675,192 Index Linked Baxter towards cycle facilities and traffic calming on Shakespeare Drive comprising 2 payments as follows: <ul style="list-style-type: none"> (a) Shakespeare Drive Payment 1 of £337,596 Index Linked Baxter; and (b) Shakespeare Drive Payment 2 of £337,596 Index Linked Baxter
"Secondary Education Contribution"	means the sum of £9,138,418 Index Linked PUBSEC towards the provision of a secondary school (phase 1) at North West Bicester Development and comprising 3 payments as follows: <ul style="list-style-type: none"> (a) Secondary Education Payment 1 of £913,841 Index Linked PUBSEC; (b) Secondary Education Payment 2 of £1,772,854 Index Linked PUBSEC and (c) Secondary Education Payment 3 of £6,451,723 Index Linked PUBSEC
"Secondary Education Contribution (Temporary)"	means the sum of £720,000 Index Linked PUBSEC towards the provision of temporary secondary education provision serving Bicester
"Special Education Needs Contribution"	means the sum of £477,626 Index Linked PUBSEC towards the expansion of SEN Bardwell School (Phase 2) and new special school at Didcot comprising 2 payments as follows: <ul style="list-style-type: none"> (a) SEN Payment 1 of £140,442 Index Linked PUBSEC; and (b) SEN Payment 2 of £337,204 Index Linked PUBSEC
"Supplemental Payment"	means the sum calculated as follows: <ul style="list-style-type: none"> • $£(M - P)$ Index Linked PUBSEC • Where M is the Matrix Sum applying the total number and type of Dwellings first Occupied at

the end of the relevant Return Period (ending the day before the relevant Return Date)

- P is the aggregate of the Library Contribution, Special Education Needs Contribution Secondary Education Contribution and Primary Education Land & Funding (L&F) Contribution together with all Supplemental Payments which have been paid to the County Council at the relevant Supplemental Payment Return Date (but disregarding adjustments for index linking)

“Supplemental Payment Return Date ” means a Return Date where, by applying the information as to the aggregate number and type of Dwellings first Occupied comprised in the Return for the Return Period ending on the day before the Return Date, the Matrix Sum exceeds the aggregate of the Library Contribution, Special Education Needs Secondary Education Contribution and Primary Education Land & Funding (L&F) Contribution (disregarding adjustments for index linking)

“Traffic Calming Contribution” means the sum of £73,097 Index Linked Baxter towards traffic mitigation measures in Middleton Stoney Village

“Travel Plan Monitoring Contribution” means the sum of £9,840 Index Linked RPIX towards the cost of monitoring travel plans for the Development.

1. **Primary Education Payments**

1.1 The Owners and the Developer covenant with the County Council not to cause or permit Implementation at the Site until it has paid to the County Council £992,230 Index Linked PUBSEC towards the Primary Education Land and Funding (L&F) Contribution and to pay to the County Council on or before Implementation at the Site £992,230 Index Linked PUBSEC towards the Primary Education Land and Funding (L&F) Contribution:

2. Where the SH Trigger has not been attained prior to the Occupation of the 150th Dwelling at the Site the Owners and the Developer covenant with the County Council:

2.1 Not to cause or permit the Occupation of more than 250 Dwellings at the Site until it has paid to the County Council a further £1,925,132 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution and to pay to the County Council on or before the Occupation of the 250th Dwelling at the Site a further £1,925,132 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution;

2.2 To pay to the County Council a further £2,335,212 Index Linked PUBSEC towards Primary Education Land & Funding (L&F) Contribution on or before the earlier of the due date for transfer of the Primary School Site further to Schedule 22 and the date of transfer of the Primary School Site and if this sum is not paid by the due date for payment as specified in this **paragraph 2.2** not to continue with the Development or cause or permit the first Occupation of any further Dwellings at the Site until it has been made in full to the County Council;

2.3 To pay to the County Council a further £2,335,212 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution on or before the date which is 6 months after the due date for payment of the third instalment of the Primary Education Land & Funding (L&F) Contribution further to **paragraph 2.2** above and if this sum has not been made on or before the due date for payment as specified in this **paragraph 2.3** not to continue with the Development at the Site or cause or permit the first Occupation of any further Dwellings at the Site until it has been made in full to the County Council;

- 2.4 To pay to the County Council a further £2,335,214 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution on or before the date which is 12 months after the due date for payment of the third instalment of the Primary Education Land & Funding (L&F) Contribution further to **paragraph 2.2** above and if this payment has not been made on or before the due date for payment as specified in this **paragraph 2.4** not to continue with the Development at the Site or cause or permit the first Occupation of any further Dwellings at the Site until it has been made in full to the County Council.
3. Where the SH Trigger has been attained prior to the Occupation of the 150th Dwelling at the Site the Owner and the Developer covenant with the County Council:
- 3.1 To pay to the County Council a further £1,669,223 Index Linked PUBSEC towards Primary Education Land & Funding (L&F) Contribution on or before the earlier of the due date for transfer of the Primary School Site further to Schedule 22 and the date of transfer of the Primary School Site and if this payment is not made by the due date for payment as specified in this **paragraph 3.1** not to continue with the Development or cause or permit the first Occupation of any further Dwellings at the Site until it has been made in full to the County Council;
- 3.2 To pay to the County Council a further £1,669,223 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution on or before the date which is 6 months after the due date for payment of the second instalment of the Primary Education Land & Funding (L&F) Contribution further to **paragraph 3.1** above and if this payment has not been made on or before the due date for payment as specified in this **paragraph 3.2** not to continue with the Development at the Site or cause or permit the first Occupation of any further Dwellings at the Site until it has been made in full to the County Council;
- 3.3 To pay to the County Council a further £1,669,223 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution on or before the date which is 12 months after the due date for payment of the second instalment of the Primary Education Land & Funding (L&F) Contribution further to **paragraph 3.1** above and if this payment has not been made on or before the due date for payment as specified in this **paragraph 3.3** not to continue with the Development at the Site or cause or permit the first Occupation of any further Dwellings at the Site until this payment has been made in full to the County Council;
- 3.4 Not to cause or permit the Occupation of more than 500 Dwellings at the Site until it has paid to the County Council a further £1,307,700 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution and to pay to the County Council on or before the Occupation of the 501st Dwelling at the Site £1,307,700 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution;
- 3.5 To pay to the County Council a further £1,307,700 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution on or before the date which is 6 months after the due date for payment of the fifth instalment of the Primary Education Land & Funding (L&F) Contribution further to **paragraph 3.4** above and if this payment has not been made on or before the due date for payment as specified in this **paragraph 3.5** not to continue with the Development at the Site or cause or permit the first Occupation of any further Dwellings at the Site until it has been made in full to the County Council;
- 3.6 To pay to the County Council a further £1,307,701 Index Linked PUBSEC towards the Primary Education Land & Funding (L&F) Contribution on or before the date which is 12 months after the due date for payment of the fifth instalment of the Primary Education Land & Funding (L&F) Contribution further to **paragraph 3.4** above and if this payment has not been made on or before the due date for payment as specified in this **paragraph 3.6** not to continue with the Development at the Site or cause or permit the first Occupation of any further Dwellings at the Site until it has been made in full to the County Council;
4. **School Transport Contribution**

Where the SH Trigger has not been attained prior to the Occupation of the 150th Dwelling at the Site not to cause or permit to the Occupation of more than 150 Dwellings at the Site

until the School Transport Contribution has been paid to the County Council and to pay to the County Council the School Transport Contribution on or before the Occupation of the 151st Dwelling at the Site Provided Always for the avoidance of doubt that where the SH Trigger has been attained prior to the Occupation of the 150th Dwelling at the Site no part of the School Transport Contribution shall be payable by the Owner or the Developer.

5. **Interim Bus Service Payments**

5.1 Subject as provided in **paragraph 5.2** the Owners and the Developer covenant with the County Council to pay to the County Council:

- 5.1.1 Interim Bus Service Payment 1 on or before the Bus Service (Interim) Date;
- 5.1.2 Interim Bus Service Payment 2 on or before the first anniversary of the Bus Services (Interim) Date;
- 5.1.3 Interim Bus Service Payment 3 on or before the second anniversary of the Bus Services (Interim) Date;
- 5.1.4 Interim Bus Service Payment 4 on or before the third anniversary of the Bus Services (Interim) Date;
- 5.1.5 Interim Bus Service Payment 5 on or before the fourth anniversary of the Bus Services (Interim) Date;
- 5.1.6 Interim Bus Service Payment 6 on or before the fifth anniversary of the Bus Services (Interim) Date;
- 5.1.7 Interim Bus Service Payment 7 on or before the sixth anniversary of the Bus Services (Interim) Date.

and if any of the above payments are not made to the County Council on or before the due date for payment not to continue with the Development at the Site or cause or permit the First Occupation of any further Dwellings at the Site until the payment of the monies due and outstanding has been made in full.

5.2 Each obligation to pay an Interim Bus Service Payment and related restriction on Occupations and Development as provided in **paragraph 5.1** shall cease and determine absolutely where the due date for payment of the relevant Interim Bus Service Payment occurs on or after the Opening Date.

6. **Bus Service Payments**

The Owners and the Developer covenant with the County Council to pay to the County Council:

- 7.1 Bus Service Payment 1 on or before the Bus Service Date;
- 7.2 Bus Service Payment 2 on or before the first anniversary of the Bus Service Date;
- 7.3 Bus Service Payment 3 on or before the second anniversary of the Bus Service Date;
- 7.4 Bus Service Payment 4 on or before the third anniversary of the Bus Service Date;
- 7.5 Bus Service Payment 5 on or before the fourth anniversary of the Bus Service Date;
- 7.6 Bus Service Payment 6 on or before the fifth anniversary of the Bus Service Date;

7.7 Bus Service Payment 7 on or before the sixth anniversary of the Bus Service Date;

7.8 Bus Service Payment 8 on or before the seventh anniversary of the Bus Service Date

and if any of the above payments is not made to the County Council on or before the due date for payment not to continue with the Development at the Site or cause or permit the first Occupation of any further Dwellings at the Site until payment of monies due and outstanding has been made in full.

7. Other Payments

The Owners and the Developer covenant with the County Council:

7.1 Not to cause or permit the first Occupation of any Dwelling at the Site until it has paid to the County Council:

7.1.1 Secondary Education Payment 1;

7.1.2 Secondary Education Contribution (Temporary);

7.1.3 Bus Infrastructure Payment 1;

7.1.4 Cycle Improvements Payment 1; and

7.1.5 Travel Plan Monitoring Contribution

and to pay to the County Council on or before the first Occupation of any Dwelling Secondary Education Payment 1 Secondary Education Contribution (Temporary) Bus Infrastructure Payment 1 Cycle Improvement Payment 1 and Travel Plan Monitoring Contribution.

7.2 Not to cause or permit the first Occupation of more than 50 Dwellings at the Site until it has paid to the County Council:

7.2.1 Cycle Improvements Payment 2; and

7.2.2 Shakespeare Drive Payment 1

and to pay to the County Council Cycle Improvements Payment 2 and Shakespeare Drive Payment 1 on or before the first Occupation of the 50th Dwelling

~~7.3~~ PROVIDED THAT if on the date of the first Occupation of the 50th Dwelling the Strategic Highway has not been completed and opened to traffic then the payment of Shakespeare Drive Payment 1 shall be deferred to on or before the date of first Occupation of the 501st Dwelling. Not to cause or permit the first Occupation of more than 100 Dwellings at the Site until it has paid to the County Council:

7.3

7.3.1 Shakespeare Drive Payment 2

7.3.2 The Traffic Calming Contribution; and

7.3.3 The Rights of Way Contribution

And to pay to the County Council Shakespeare Drive Payment 2, the Traffic Calming Contribution and the Rights of Way Contribution on or before the first Occupation of the 100th Dwelling

PROVIDED THAT if on the date of the first Occupation of the 100th Dwelling the Strategic Highway has not been completed and opened to traffic then the payment of Shakespeare

Drive Payment 2 shall be deferred to on or before the date of first Occupation of the 501st Dwelling.

7.4 Not to cause or permit the first Occupation of more than 300 Dwellings at the Site until it has paid to the County Council Bus Infrastructure Payment 2 and to pay to the County Council Bus Infrastructure Payment 2 on or before the first Occupation of the 300th Dwelling.

7.5 Not to cause or permit the first Occupation of more than 350 Dwellings at the Site until it has paid to the County Council:-

7.5.1 Special Education Needs Payment 1: and

7.5.2 Secondary Education Payment 2

and to pay to the County Council Special Education Needs Payment 1 and Secondary Education Payment 2 on or before the first Occupation of the 350th Dwelling.

7.6 Not to cause or permit the first Occupation of more than 450 Dwellings at the Site until it has paid to the County Council Library Payment 1 and to pay to the County Council Library Payment 1 on or before the first Occupation of the 450th Dwelling.

7.7 Not to cause or permit the first Occupation of more than 500 Dwellings at the Site until it has paid to the County Council:

7.7.1 50% of Secondary Education Payment 3 in circumstances where the SH Trigger has been attained prior to the Occupation of the 150th Dwelling at the Site but not otherwise; and

7.7.2 the Highways Contribution

7.7.3 if the circumstances set out in the provisos to paragraphs 7.2 and 7.3 apply Shakespeare Drive Payment 1 and Shakespeare Drive Payment 2

And to pay to the County Council on or before the first Occupation of the 501st Dwelling 50% of Secondary Education Payment 3 where applicable, Shakespeare Drive Payment 1 and Shakespeare Drive Payment 2 where applicable and the Highways Contribution.

7.8 Not to cause or permit the Occupation of more than 550 Dwellings at the Site until it has paid to the County Council 50% of Secondary Education Payment 3 in circumstances where the SH Trigger has been attained prior to the Occupation of the 150th Dwelling at the Site but not otherwise and in such circumstances to pay to the County Council 50% of the Secondary Education Payment 3 on or before the Occupation of the 550th Dwelling at the Site.

7.9 Not to cause or permit the first Occupation of more than 600 Dwellings at the Site until it has paid Secondary Education Payment 3 to the County Council and to pay Secondary Education Payment 3 to the County Council on or before the first Occupation of the 600th Dwelling at the Site Provided Always that this **paragraph 7.9** is without prejudice to the provisions of **paragraphs 7.7** and **7.8** which provide for earlier payment of Secondary Education Payment 3 in circumstances where the SH Trigger is attained prior to the Occupation of the 150th Dwelling at the Site.

7.10 Not to cause or permit the first Occupation of more than 750 Dwellings at the Site until it has paid Library Payment 2 to the County Council and to pay to the County Council Library Payment 2 on or before the first Occupation of the 750th Dwelling at the Site.

7.11 Not to cause or permit the first Occupation of more than 850 Dwellings at the Site until it has paid to the County Council Special Education Needs Payment 2 and to pay to the County Council Special Education Needs Payment 2 on or before the first Occupation of the 850th Dwelling at the Site.

7.12 To pay to the County Council within ten Working Days of each Supplemental Payment Return Date a Supplemental Payment calculated by applying the information relating to Occupations at the Site comprised in the Return for the Return Period ending on the day before that Return Date and the owners of the final Phases of the Site to be developed shall be liable to pay to the County Council the final Supplemental Payments notwithstanding that they may have disposed of all their interest in the Site prior to the final Supplemental Payment Return Date.

PART 2 – MATRIX

1. Matrix

'A' means the number of 1 Bedroom Dwellings

'B' means the number of 2 Bedroom Dwellings

'C' means the number of 3 Bedroom Dwellings.

'D' means the number of 4 Bedroom Dwellings.

1.1 The Matrix Sum is calculated in accordance with the following formula:

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

1.2 The following Table sets out the sums for "W" "X" "Y" and "Z"

	1 Bed	2 Bed	3 Bed	4+ Bed
Primary Education	Nil	£3,488.67	£8,003.41	£10,466
Secondary Education	£0.00	£2,740.82	£7,126.14	£11,511.46
Special Education Needs	£0.00	£156.82	£379.48	£547.82
Libraries	£59.77	£86.39	£134.48	£184.91
TOTALS	£59.77	£6,472.70	£15,643.52	£22,710.20
	W	X	Y	Z

SCHEDULE 18

Off-site highway works

1. Definitions

The following additional definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement):

"Highways Agreement"	an agreement made pursuant to inter alia Section 278 of the Highways Act 1980 substantially in accordance with the template form annexed to this Agreement at Appendix 7 which provides for the execution of the Highway Works by the Owners and/or the Developer at the Owners' and/or Developers expense
"Highway Works"	the works set out in Part 2 of this Schedule comprising the Primary Junction and the Secondary Junction and other works as specified
"Works Plans Indicative"	Drawing(s) No1826-10 MSR SK21 A, 1826-10 14 and 1826/10 attached to this Agreement at Appendix 18.

Part 1 Delivery of Works

1. The Owners and the Developer covenant with the County Council not to cause or permit Implementation until
 - 1.1 There has been submitted to the County Council and approved by it in writing in principle drawings for the Highway Works together with associated drawings and technical information as set out in the County Council's Section 278 Application Form as adjusted from time to time.
 - 1.2 There has been submitted to the County Council and approved by it in writing plans detailing the land (if any) to be dedicated following completion of the Highway Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated.
 - 1.3 The anticipated duration of construction of the Highway Works has been agreed with the County Council together with the long stop date for completion of the Highway Works and commuted maintenance sum in respect of the cost of future maintenance and as applicable replacement of the Highway Works has been agreed.
 - 1.4 The Highways Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraphs 1.1 to **1.3** above has been entered into by the Owners and/or Developer in respect of the Highway Works together with all parties with an interest in any land to be dedicated further to the Highways Agreement and any mortgagee of such land has released it fully and effectively from its charge.
2. The Owners and the Developer covenant with the County Council not to cause or permit the Occupation of any Dwelling at the Site until the parts of the Highway Works identified in paragraphs 1.1 to **1.5.1** of Part 2 of this Schedule together with any associated preparatory and ancillary works and accommodation and amenity works have been completed pursuant to and in accordance with the Highways Agreement Provided always that completion of the part of the Highway Works identified in **paragraph 1.5.2** of Part 2 of this Schedule (together with any associated preparatory and ancillary works and accommodation and amenity works pursuant to and in accordance with the Highways Agreement) may be undertaken in place of the part of the Highway Works identified in **paragraph 1.5.1**.

3. The Owners and the Developer covenant with the County Council to complete the part of the Highway Works identified in paragraphs 1.5.2 of Part 2 of this Schedule together with any associated preparatory and ancillary works and accommodation and amenity works pursuant to and in accordance with the Highways Agreement within 2 years of the date of Occupation of the first Dwelling at the Site and not to cause or permit the Occupation of any Dwelling after the expiry of 2 years from the date of Occupation of the first Dwelling at the Site until the part of the Highway Works identified in paragraphs 1.5.2 of Part 2 of this Schedule together with any associated preparatory and ancillary works and accommodation and amenity works have been completed pursuant to and in accordance with the Highways Agreement
4. The Owners and the Developer covenant with the County Council not to cause or permit the Occupation of more than 219 Dwellings at the Site until the part of the Highway Works identified in paragraph 1.6 of Part 2 of this Schedule together with any associated preparatory and ancillary works and accommodation and amenity works have been completed pursuant to and in accordance with the Highways Agreement

Part 2 Highway Works

1. Principal Works

The provision and construction of the following works ("**the Principal Works**").

- 1.1 Junction for primary vehicular access onto Middleton Stoney Road from the Site , including widening of Middleton Stoney Road to create a ghost island right turn junction ("**Primary Junction**") as shown indicatively on drawing 1826-10 MSR SK21 A ;
- 1.2 Bus stop layby on the north side of Middleton Stoney Road including electrical ducting with cabling as shown indicatively on drawing 1826-10 MSR SK21 A ;
- 1.3 Bus stop hardstanding on the south side of Middleton Stoney Road including electrical ducting with cabling as shown indicatively on drawing 1826-10 MSR SK21 A ;
- 1.4 Pedestrian refuge and dropped kerb crossing on Middleton Stoney Road as shown indicatively on drawing 1826-10 MSR SK21 A ;
- 1.5 Pedestrian and Cycle Link;
 - 1.5.1 Temporary pedestrian and cycle link no less than 2 metres wide along part of Middleton Stoney Road from about the eastern boundary of the Site to connect with cycle facilities at the junction of Middleton Stoney Road with Howes Lane (or such part of this link as the County Council may require) as shown indicatively on drawing 1826/10 (On-Site Highways Plan as defined in Schedule 19);
 - 1.5.2 Pedestrian and cycle link (permanent) no less than 3 metres wide along part of Middleton Stoney Road from about the eastern boundary of the Site to connect with cycle facilities at the junction of Middleton Stoney Road with Howes Lane (or such part of this link as the County Council may require);
- 1.6 Junction for secondary vehicular access onto Middleton Stoney Road from the Site including widening of Middleton Stoney Road to create a ghost island right turn junction ("**Secondary Junction**") as shown indicatively on drawing 1826-10 -14 ;
All as shown indicatively on the Works Plan Indicative.

2. Preparatory and Ancillary Works

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

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

3. **Amenity and Accommodation Works**

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

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

SCHEDULE 19

On-Site Highway Schedule

1. **Definitions**

The following definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement).

"Bus Route"	means the road shown indicatively coloured blue on the On-Site Highways Plan and which is to be constructed on the Bus Route Land . The Bus Route (and unless otherwise agreed by the County Council the extension referred to in paragraph 4.1) shall comprise carriageway no less than 6.5 metres wide with localised widening at bends as required (and footway/cycleway no less than 3 metres wide on one side and footway no less than 2 metres wide on the other side) and shall incorporate (a) measures approved by the County Council that are designed to restrict the use of the Bus Route and extension to buses (and other permitted vehicles and (b) 3 pairs of permanent bus stops (with a bus stop on either side of the road) in accordance with the bus stops specification (outline) as set out in Part 2 of this Schedule and in the approximate locations shown by blue circles on the On-Site Highways Plan
"Bus Route Land"	means the part of the Site on which the Bus Route is to be provided as approved by the County Council as provided in paragraph 3.1
"Dedication Notice"	means a notice from the County Council advising as to its intention to issue a certificate of completion for any part of the New Roads that has been constructed under a Licence together with a plan depicting the part of the Road Land which is intended to be dedicated as highway
"Junction 1, Junction 2 and Junction 3"	are the junctions so marked J1, J2 and J3 on the On-Site Highways Plan
"Junction 2 Link Road"	means the road shown indicatively coloured orange on the On-Site Highways Plan and which is to be constructed on the J2 Link Road Land. The Junction 2 Link Road and extension referred to in paragraph 4.2 shall comprise carriageway no less than 5.5 metres wide with footway/cycleway no less than 3 metres wide on one side and footway no less than 2 metres wide on the other side
"J2 Link Road Land"	means the part of the Site on which the Junction 2 Link Road is to be constructed as approved by the County Council as provided in paragraph 3.1
"Licence"	means a licence for access to a part or parts of the Road Land to construct any part of the New Roads

in the form or substantially in the form of the draft licence attached to this agreement as Appendix 13

"On-Site Highways Plan"

means the plan marked 'On Site Highways Plan' and carrying reference 1826/10 attached hereto at Appendix 18

"New Roads"

means the Bus Route Junction 2 Link Road and Spine Road together or as applicable any part of them

"Pedestrian and Cycle Way"

means the pedestrian and cycle way no less than 4 metres wide shown indicatively coloured green on the On Site Highways Plan and which for the avoidance of doubt shall be located immediately to the north of the existing boundary hedge and which will connect to the pedestrian and cycle link along Middleton Stoney Road comprised in the works set out in Schedule 18

"Primary Junction"

has the meaning given in Schedule 18

"Road Land"

means the Bus Route Land the J2 Link Road Land and the Spine Road Land together or as applicable any part of them

"Section 38 Agreement"

means an agreement entered into by the freeholder owner of the site of the proposed new roads for the construction by him of the proposed new roads without expense to the County Council and for their adoption by the County Council such agreement to be substantially in accordance with the County Council's standard form of agreement from time to time further to Section 38 Highways Act 1980 for the construction and adoption of new roads with the grant of easements reasonably required for the operation and/or maintenance of the new roads (together with conditions as selected by the County Council from the County Council's Standard Conditions for the control of Highway Works in conjunction with Development)

"Spine Road"

means the primary road shown indicatively coloured red on the On-Site Highways Plan and which is to be constructed on the Spine Road Land. The Spine Road and the extension referred to in **paragraph 4.3** shall comprise carriageway no less than 6.5 metres wide and localised widening at bends as required with footway/cycleways no less than 3 metres wide on either side (together with 2 sets of permanent bus stops on the Spine Road (with a bus stop on either side of the road) in accordance with the bus stops specification (outline) as set out in Part 2 of this Schedule and in the approximate locations shown by blue circles on the On-Site Highways Plan

"Spine Road Land"

means the part of the Site on which the Spine Road is to be constructed as approved by the County Council as provided in **paragraph 3.1**.

2. **Section 38 Agreements**

2.1 The Owners and Developer covenant with the County Council not to cause or permit the commencement of any works in respect of the Pedestrian and Cycle Way or any section of the Spine Road the Bus Route or Junction 2 Link Road or the extensions to them or the road link referred to in paragraph 3.3 until:

2.1.1 There has been submitted to and approved by the County Council drawings and technical information for that section of the relevant road/way in accordance with the County Council's Section 38 application form (as adjusted from time to time).

2.1.2 There has been agreed commuted maintenance in respect of that section of road.

2.1.3 The Section 38 Agreement for the construction and adoption of that section of road/way has been entered into with the County Council such agreement to incorporate approved drawings and provisions for payment of the agreed commuted maintenance.

3. **Delivery of Roads including Spine Road and Bus Route**

The Owners and the Developer covenant with the County Council

3.1 Not to cause or permit Implementation of the Development until there has been submitted to the County Council and approved by the County Council in writing drawings depicting the location (including dimensions) of the parts of the Site on which the Bus Route the Junction 2 Link Road and the Spine Road and their locations as approved by the County Council will constitute the Bus Route Land, the J2 Link Road Land and the Spine Road Land respectively

3.2 Not to cause or permit the Occupation of any Dwelling at the Site until there has been completed to adoption standards in accordance with the provisions of the relevant Section 38 Agreement and opened to cyclists and pedestrian traffic the Pedestrian and Cycle Way

3.3 Not to cause or permit the Occupation of more than 220 Dwellings at the Site until there has been completed to adoption standards in accordance with the provisions of the relevant Section 38 Agreement and opened to vehicular and pedestrian traffic a road link at the Site between the Primary Junction and the Secondary Junction (which for the avoidance of doubt will in part be via a section of the Spine Road)

3.4 Not to cause or permit the first Occupation of more than 400 Dwellings at the Site until there has been completed to adoption standards in accordance with the provisions of the relevant Section 38 Agreement and opened to vehicular and pedestrian traffic including buses a section or sections of the Spine Road and as applicable the Bus Route with bus stop(s) or as applicable temporary bus stop(s) (in accordance with a bus stop scheme as approved by the County Council including the provision of permanent bus stops within 400 metres of every Dwelling by a safe and convenient walking route) so that no such Dwelling that has been occupied at the Site is more than 400 metres by a safe and convenient walking route from a bus stop or on a temporary basis temporary bus stop and thereafter to complete the Spine Road and the Bus Route to adoption standard in accordance with the relevant Section 38 Agreement(s) with bus stops or as applicable temporary bus stops as aforesaid and to secure their opening to vehicular and pedestrian traffic including buses in accordance with a programme that ensures that no further Dwelling is first Occupied at the Site which is more than 400 metres via a safe and convenient walking route from a bus stop or on a temporary basis temporary bus stop .

3.5 To undertake the construction of the Spine Road and as applicable the Bus Route so as to include the provision of safe and effective bus turning facilities in accordance with a scheme that has been approved by the County Council so as to accommodate from the Occupation of the 400th Dwelling the operation of bus services at the Site that may pick up and set

down passengers at bus stops or as applicable temporary bus stops in accordance with the provisions of **paragraph 3.4**

- 3.6 Not to cause or permit the Occupation of more than 1220 Dwellings at the Site until there has been completed to adoption standards in accordance with the provisions of the relevant Section 38 Agreement and opened to vehicular and pedestrian traffic including buses the entirety of the Spine Road

Delivery of Roads- Connections to Strategic Highway

4. The Owners and the Developer covenant with the District Council and the County Council
- 4.1 Not to cause or permit the Occupation of more than 920 Dwellings at the Site until there has been completed to adoption standards in accordance with the provisions of the relevant Section 38 Agreement and opened to buses (and other permitted vehicles) the entirety of the Bus Route together with an extension of the Bus Route to Junction 1 on the Strategic Highway so that there is constructed and opened to buses (and other permitted vehicles) an entire link via the Site from the Primary Junction to Junction 1 on the Strategic Highway.
- 4.2 Not to cause or permit the Occupation of more than 920 Dwellings at the Site until there has been completed to adoption standards in accordance with the provisions of the relevant Section 38 Agreement and opened to vehicular and pedestrian traffic the Junction 2 Link Road together with an extension of the Junction 2 Link Road to Junction 2 on the Strategic Highway so that there is constructed and opened to all traffic an entire link across and from the Site to Junction 2 on the Strategic Highway.
- 4.3 Not to cause or permit the Occupation of more than 1,220 Dwellings at the Site until there has been completed to adoption standards in accordance with the provisions of the relevant Section 38 Agreement and opened to vehicular and pedestrian traffic including buses the entirety of the Spine Road together with an extension of the Spine Road to Junction 3 on the Strategic Highway so that there is constructed and open to all traffic an entire link via the Spine Road from the Primary Junction to Junction 3 on the Strategic Highway.
- 4.4 That immediately following completion of any section of the Spine Road Bus Route or as applicable Junction 2 Link Road or their extensions (in accordance with the County Council's adoption standards) up to the underside of the surface course (with iron work flush with the underside of the surface course) and otherwise so that the section is safe for general public use to permit its use by vehicular and pedestrian traffic including on the Spine Road and Bus Route buses (and to take out and maintain from the first opening to traffic of the relevant part of the Spine Road or as applicable Bus Route until adoption as highway maintainable at the public expense such insurance reasonably satisfactory to the bus service operators and to the County Council as may be necessary to enable bus services to operate on the relevant parts of that road prior to their dedication and adoption)

And the Owners and the Developer agree with the District Council and the County Council that completion of this Agreement and the grant of the Planning Permission are entirely without prejudice to the entitlement of the District Council and/or the County Council to enforce the provisions this **paragraph 4** and to seek and as applicable secure a prohibitory injunction in the event of any breach of this **paragraph 4** notwithstanding that at the date of this Agreement agreements for the delivery and dedication of the relevant roadways have not been entered into (and the Owners and the Developer are not entitled to secure them)

5. Connections to New Roads

The Owners and the Developer covenant with the County Council:-

- 5.1 To set aside the Road Land and not to cause or permit anything to be done that may materially delay or prejudice in any way its use for the construction of the New Roads (including for the installations of services which may be required to serve the New Roads)

5.2 Without prejudice to the generality of **paragraph 5.1** not to cause or permit any works to take place on the Road Land including causing or permitting any engineering works or building works to be undertaken or constructed thereon or causing or permitting the Road Land to be otherwise developed other than as the New Roads save that this shall not preclude

5.2.1 maintaining the Road Land in a clean and tidy condition and

5.2.2 installing services under or adjacent to the Road Land that may be required to serve the Development

5.3 To permit the County Council or any person authorised by the County Council to enter on the Road Land free of charge on reasonable prior notice for the purpose of undertaking surveys and investigations in relation to the proposed construction of the New Roads subject to the person exercising such right of entry making good any damage thereby caused

5.4 Within 3 months following written notice given by the County Council to the Owners and Developers to grant to the County Council and the District Council free of charge a Licence and for the avoidance of doubt this provision may be applied separately in respect of any part of the Bus Route Land, the J2 Link Road Land and the Spine Road Land

6. **Agreement to Dedicate**

6.1 The County Council agrees that if a Licence has been granted and any part of the New Roads have been constructed under such Licence it will give a Dedication Notice to the Owners and the Developers no less than 1 month prior to the issue of a certificate of completion for any part of the New Roads constructed under such Licence

6.2 The Developer and the Owners agree that forthwith on the issue by the County Council of a certificate of completion of any part of the New Roads constructed under a Licence there shall be deemed to have been dedicated as public highway for all public highway purposes (including use by mechanically propelled vehicles) the part of the Road Land identified with the Dedication Notice and it shall thereafter be highway maintainable at the public expense

7. **Noting at Land Registry**

The Owners and Developers agree with the County Council that they will consent to the following and provide the County Council with all reasonable assistance and all reasonable documentation to effect the same.

7.1 The noting of the provisions of **paragraph 6.2** (agreement to dedicate all or part of the Road Land) on the register of title numbers ON245153, ON318263, ON237022 and ON339648

7.2 The noting of the provisions of **paragraph 5.4** (agreement to grant licence) on the register of title numbers ON245153, ON318263, ON237022 and ON339648

8. Highway works and associated works for the Primary School

8.1 **The Owners and the Developers covenant with the County Council**

8.1.1 not to cause or permit the Occupation of any Dwelling at the Site subsequent to the opening of the Primary School unless it has safe and convenient pedestrian and cycle access constructed to adoption standards between that Dwelling and the Primary School.

8.1.2 For the avoidance of doubt the Owners and the Developer shall comply with the provisions of **paragraph [4.8, 4.9 and 4.10]** of Schedule 22 (accesses to School Sites, coach laybys, drop off and pick up parking)

Bus Stop Specification (Outline)

1. Provision of hard standing to accommodate a bus stop and shelter
2. Underground ducts with cabling to be provided to the hard standing to a location approved by the County Council
3. Cycle parking to be provided adjoining the hardstanding
4. Any hardstanding shall be a minimum of 7 metres long and 3 metres wide unless otherwise specified

SCHEDULE 20

Strategic Infrastructure

1. Definitions

The following definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement).

"Application (SH):" the application for the Strategic Highway submitted on 24 November 2014 and given reference: 14/01968/F (as revised from time to time) or as applicable any replacement application for the Strategic Highway (and in all cases subject to any non-material revisions)

"Estimate" a reasonable estimate of the Major Infrastructure Contribution as advised by the County Council or as applicable as determined pursuant to paragraph 2.

"Major Infrastructure" (a) The Strategic Highway being a new road from Middleton Stoney Road roundabout to join Lord's Lane, east of Purslane Drive and including/ as well as;

- a new railway bridge over the proposed road (part of the Strategic Highway) for the existing railway line north of the existing Avonbury Business Park,
- a link east of the railway line (*known as Bus route Junction 5 to Junction 4 - Bucknell Road*),
- a new road around Hawkwell Farm to join Bucknell Road
- works for the retention of part of (the existing) Howes Lane and Lord's Lane to provide access to and from existing residential areas and Bucknell Road to the south and works for the retention of part of (the existing) Howes Lane to form a pedestrian/cycle route to Middleton Stoney Road; and
- a route northbound from Shakespeare Drive (where it joins with the existing Howes Lane with priority junction) to junction 3 and associated infrastructure

and any other works reasonably necessary to deliver highway infrastructure in accordance with planning permission further to the Application (SH) to adoption standards

And

(b) a new pedestrian/ cycle and equestrian underpass beneath the railway to the north east of Aldershot Farm; and

- a bus link from the Strategic Highway to the boundary of the Site (being the extension to the Bus Route referred to in Schedule 19)

As shown indicatively on the plan attached at appendix 2 entitled Major Infrastructure Schematic Plan

“Major Infrastructure Contribution:”

a sum calculated as follows:

(25.26% x Major Infrastructure Costs) plus
(25.26% x Network Rail Payment)

which if at Implementation the Major Infrastructure has been completed and opened to traffic is in four instalments as follows and as set out in paragraph 8 below:

first instalment – 30%

second instalment – 40%

third instalment – 15%

fourth instalment – 15%

and which if at Implementation the Major Infrastructure has not been completed and opened to traffic will be paid according to the provisions set out in paragraphs 3 to 5 below

“Major Infrastructure Costs:”

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

1. preparing the Application (SH) and a planning application for the pedestrian/cycle underpass beneath the railway and all necessary documentation required for their submission and progressing the same;
2. trying to obtain or obtaining a satisfactory planning permissions for the Major Infrastructure ;
3. trying to obtain or obtaining any order for the stopping up or diverting of any highway footpath or bridleway necessary for the carrying out of the Major Infrastructure Works and trying

- to obtain or obtaining all other authorisations (including statutory orders) required for the construction and/or operation of the Major Infrastructure
4. procuring the appointment of members of the professional team relating to the Major Infrastructure Works;
 5. the fees and disbursements of the professional team appointed;
 6. legal fees incurred in the negotiation and procurement of all agreements relating to the Major Infrastructure including contributions toward the Major Infrastructure and Network Rail Payment and agreements with Network Rail and agreements with the highway authority for the delivery of the Major Infrastructure and its adoption;
 7. the carrying out of the Major Infrastructure Works in accordance with all consents and permissions and all fees payable to any third parties in connection therewith including supervision fees of the highway authority ;
 8. the provision of construction access
 9. the costs of implementation of any approved traffic management strategy
 10. costs payable to undertakers within the meaning of the New Roads and Street Works Act 1991 whose apparatus or services lie in or under or over the site of the Major Infrastructure or may otherwise be affected by the Major Infrastructure Works in respect of any measures considered necessary by the undertakers for the protection of or otherwise in relation to that apparatus or services
 11. any VAT on any of the items specified above unless recoverable by the payer; and

12. actual interest and costs incurred in funding the construction of the Major Infrastructure Works.
13. the payment as required by the highway authority of any compensation payable further to Part One of the Land Compensation Act 1973 or under regulations made pursuant to Section 20 of that Act in consequence of the operation of the Major Infrastructure (or any part of it) and related costs of assessing and settling claims for such compensation
14. commuted maintenance payable to the highway authority for the future maintenance of the Major Infrastructure (or any part of it)

PROVIDED THAT there shall be no double-counting of costs incurred under any head of expenditure and PROVIDED FURTHER THAT it is agreed and declared that costs payable further to any contract(s) for the design and/or construction of the Major Infrastructure Works which is required to be procured in accordance with statutory requirements (including the Public Contract Regulations 2015) shall constitute costs reasonably and properly incurred

"Major Infrastructure Works:" the works necessary to design and construct the Major Infrastructure to adoption standards

"Network Rail Payment:" the amount of monies to be paid to Network Rail for the right to construct and/or as applicable for the design or construction (by Network Rail or their contractors) of the new railway overbridge and the pedestrian/cycle underpass comprised in the Major Infrastructure Works (and their future maintenance) and ancillary access rights and ensuing dedication of the road beneath the new railway overbridge and the way in the pedestrian/cycle underpass

2. The Owner and the Developer covenant with the Councils as follows:

2.1 where immediately prior to Implementation the Major Infrastructure has not been completed and opened to traffic not to cause or permit any Implementation at the Site until they have complied with the provisions of **clause 8** for the provision of Bond ~~2~~ **1**

and where the provisions of this paragraph apply the County Council shall notify the Owner and the Developer of their reasonable estimate of the Major Infrastructure Contribution and the Owners and the Developer will advise within 15 Working Days of notification of the County Council's estimate of the Major Infrastructure Contribution if it is not agreed whereon the parties shall use reasonable endeavours to agree the same but failing agreement within the ensuing 20 Working Days a Relevant Dispute shall have arisen and the provisions of **clause 19** shall apply.

- 2.2 where immediately prior to Implementation the Major Infrastructure has been completed and opened to traffic the provisions of paragraph 8 shall apply
3. Where the provisions of paragraph 2.1 apply the Owners and the Developer covenant with the County Council as set out in this paragraph and in paragraphs 4 to 7 below:
- 3.1 To pay to County Council on or before the Occupation of any Dwelling at the Site £3,000,000 (three million pounds) being the first instalment of the Estimate and not to cause or permit the Occupation of any Dwelling at the Site until such payment has been made to the County Council.
- 3.2 To pay to County Council on or before the Occupation of the 501st Dwelling at the Site a sum (the second instalment of the Estimate) equal to 70% of the Estimate less £3,000,000 (three million pounds) provided the first instalment of the Estimate was paid to the County Council as set out in paragraph 3.1 and not to cause or permit the Occupation of more than 500 Dwellings at the Site until the second instalment of the Estimate has been paid to the County Council **Provided Always** that if at the date of Occupation of the 501st Dwelling at the Site (a) the County Council has certified completion of the Major Infrastructure (including completion of any remedial works arising out of the as built safety audit) and the Strategic Highway has been opened to traffic and (b) final accounts have been provided to the Councils of the Major Infrastructure Costs (including for item 14 (commuted maintenance) and for payments under item 13 (Part 1 claims) settled at the date of the accounts) and the Network Rail Payment and the Councils have approved such final accounts then payment pursuant to this **paragraph 3.2** shall be 70% of the Major Infrastructure Contribution calculated according to the approved final accounts less £3,000,000 (three million pounds) if already paid to the County Council further to paragraph 3.1
- 3.3 To pay to County Council on or before the Occupation of the 1,200th Dwelling at the Site a further 30% (the third instalment) of the Estimate and not to cause or permit the Occupation of more than 1,200 Dwellings at the Site until a further 30% of the Estimate has been paid to the County Council **Provided Always** that if at the date of Occupation of the 1200th Dwelling at the Site (a) the County Council has certified completion of the Major Infrastructure (including completion of any remedial works arising out of the as built safety audit) and the Strategic Highway has been opened to traffic and (b) final accounts have been provided to the Councils of the Major Infrastructure Costs (including for item 14 (commuted maintenance) and for payments under item 13 (Part 1 claims) settled at the date of the accounts) and the Network Rail Payment (or that part of the Network Rail Payment payable at the date of the accounts) and the Councils have approved such final accounts then payment pursuant to this **paragraph 3.3** shall be a further 30% (the third instalment) of the Major Infrastructure Contribution calculated according to the approved final accounts and unless the proviso to **paragraph 3.2** has been applied
- 3.3.1 there shall be paid to the County Council with such payment the difference between 70% of the Estimate and 70% of the Major Infrastructure Contribution calculated according to such approved final accounts if the Estimate is less than the Major Infrastructure Contribution calculated according to such approved final accounts; or
- 3.3.2 in the event that the Major Infrastructure Contribution calculated according to such approved final accounts is less than the Estimate 70% of the difference shall be deducted from such payment.
- 3.4 In the event that at the due date for any payment further to **paragraph 3.1 – 3.3** above that payment is to be calculated according to the Estimate and the Estimate is subject to dispute resolution the relevant payment shall be deferred until 10 Working Days after the date that the Estimate is determined by the expert and notified to the parties.
4. Where the Owner and the Developer have paid all the payments further to **paragraph 3** by reference to the Estimate then following (a) completion of the Major Infrastructure (including completion of any remedial works arising out of the as built safety audit) and the opening of the Strategic Highway to traffic and (b) the provision of final accounts to the Councils of the Major Infrastructure Costs (including for item 14 (commuted

maintenance) and for payment under item 13 (Part 1 claims) settled at the date of the accounts) and the Network Rail Payment(or that part of the Network Rail Payment payable at the date of the accounts) and the approval by the Councils of such final accounts:-

4.1 if the approved final accounts including for item 14 (commuted maintenance) and for payments under item 13 (Part 1 claims) settled at the date of the accounts) show that the Major Infrastructure Contribution exceeded the payments made further to **paragraph 3** to the County Council the Developer and the Owner shall pay to the County Council within 28 days from the provision of the approved final accounts to the Developer and the Owner the shortfall

4.2 if the approved final accounts including for item 14 (commuted maintenance) and for payments under item 13 (Part 1 claims) settled at the date of the accounts) show that the payments made further to **paragraph 3** to the County Council exceeded the Major Infrastructure Contribution the County Council shall refund the excess within 28 days

5. Where subsequent to the production of the final accounts referred to in paragraph 4

5.1 there is settled any claim for compensation payable further to Part One of the Land Compensation Act 1973 or under regulations made pursuant to Section 20 of that Act in consequence of the operation of the Major Infrastructure or any part of it

5.2 any further payment is made in respect of the Network Rail Payment

there shall be paid to the County Council or as the County Council may direct within 20 Working Days of notification from the County Council 25.26% of any such compensation settlement sum or as applicable such further payment

6. The County Council agrees that the payments further to **paragraphs 3 4 and 5** shall not be used other than for the funding of the Major Infrastructure (including for the avoidance of doubt for item 14 of the Major Infrastructure Costs(commuted maintenance) and for payments under item 13 of the Major Infrastructure Costs (Part 1 claims) settled at the date of the accounts) and the Network Rail Payment and no other purpose provided always for the avoidance of doubt that where the District Council and/or the County Council have forward funded any part of the Major Infrastructure or the Network Rail Payment then the payments further to **paragraphs 3 4** and 5 may be used to re-imburse such forward funding.

7. It is acknowledged and agreed that the funding provisions set out in **paragraphs 2.1 and 3-5** and related security provisions further to **clause 9** for the provision of Bond ~~2~~ may be replaced by comparable provisions in a highways agreement for the delivery of the Major Infrastructure and which also addresses its funding and security for payment.

1 and Bond 2

8. In the event that the provisions of paragraph 2.2 above apply, the Owners and the Developer covenant with the County Council:

8.1 To pay to County Council on or before the Occupation of any Dwelling at the Site the first instalment of the Major Infrastructure Contribution and not to cause or permit the Occupation of any Dwelling at the Site until such payment has been made to the County Council.

8.2 To pay to the County Council on or before the Occupation of the 501st Dwelling at the Site the second instalment of the Major Infrastructure Contribution and not to cause or permit the Occupation of more than 500 Dwellings at the Site until such payment has been made to the County Council

8.3 To pay to the County Council on or before the Occupation of the 1000th Dwelling at the Site the third instalment of the Major Infrastructure Contribution and not to cause or permit the Occupation of more than 999 Dwellings at the Site until such payment has been made to the County Council

8.4 To pay to the County Council on or before the Occupation of the 1,200th Dwelling at the Site the fourth instalment of the Major Infrastructure Contribution and not to cause or permit the Occupation of more than 1,199 Dwellings at the Site until such payment has been made to the County Council

and throughout this paragraph 8, payments shall be made to the County Council or at the direction of the County Council to the party that has undertaken the Major Infrastructure Works

9. The Owners and the Developer covenant with the County Council and the District Council not to cause or permit to the Occupation of more than 500 Dwellings at the Site unless and until either:

9.1 The County Council has issued a certificate of completion for the entirety of the Strategic Road Works and adopted the Strategic Highway as highway maintainable at the public expense; or

9.2 All of the following have been satisfied:

9.2.1 The S H Trigger has been attained;

9.2.2 The Strategic Road Works have been substantially commenced; and

9.2.3 The County Council and the District Council are satisfied that within the ensuing 12 months the County Council will have issued the certificate of completion for the entirety of the Strategic Road Works and adopted the Strategic Highway as highway maintainable at the public expense.

10. The Owners and the Developer agree with the County Council and the District Council that the completion of this Agreement and the grant of the Planning Permission are entirely without prejudice to the entitlement of the County Council and/or the District Council to enforce the provisions of **paragraph 9** of this Schedule and to seek and as applicable secure a prohibitory injunction in the event of any breach of **paragraph 9** of this Schedule notwithstanding that at the date of this agreement the Owners and Developers are not able to secure the delivery of the Strategic Road Works or their dedication.

SCHEDULE 21

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SCHEDULE 22

School Sites

1. Definitions

The following definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement

"Abnormals"	means the matters specified in Annex 1 to this Schedule
"Abnormals Costs"	means the reasonable and proper costs of any Abnormals which are required for the provision of a Primary School at the Primary School Site as agreed or determined further to paragraph 2
"Approvals"	means the permissions consents licences and the like of any local or other competent authority which may from time to time be necessary to enable the Owners and Developer to carry out lawfully the Preparatory Works
"Levels Scheme"	means a scheme for the levels of those parts of the Site which surround the Primary School Site for a distance of 10 metres from the boundaries of the Primary School Site including cross sections perpendicular to the Primary School Site boundaries at 10 metre intervals and which may include a complementary scheme (to form part of the Preparatory Works) for the levels of the Primary School Site
"Offer Date"	means the date of Occupation of 290 Dwellings at the Site where the SH Trigger has been attained prior to the Occupation of the 150 th Dwelling at the Site or the date of Occupation of the 501 st Dwelling at the Site where the SH Trigger has not been attained prior to the Occupation of the 150 th Dwelling at the Site.
"Preparatory Works"	means the works to and as applicable adjoining the Primary School Site outlined in Part A of Annex 3 to this Schedule together with all associated works and including related investigations, assessments and reports as specified in Part B of Annex 3.
"Primary School"	means a primary school with foundation stage provision and nursery provision together with associated playing fields and play grounds
"Primary School Offer"	means an irrevocable offer in writing to transfer the Primary School Site to the County Council in

accordance with **paragraph 4.3** and which expressly refers to **paragraph 4.3** and expressly sets out the time period for the County Council to respond being 3 months from the receipt of offer

- "Primary School Land Plan"** means the plan drawing number 592-SK-060 Rev A annexed at Appendix 15 and marked School Site
- "Primary School Services"** means the Service Media and related apparatus identified in Annex 4
- "Primary School Site"** means all that area of land shown edged red on the Primary School Land Plan with an area of no less than 2.22 hectares. The northern and western boundaries of the Primary School Site marked A-B and B-C respectively on the Primary School Site Plan shall immediately abut the highway/prospective highway for their entire length
- "Primary School Site Plan"** means the plan drawing number 592-SK-061 Rev B annexed hereto at Appendix 15 marked Primary School Plan
- "Restrictions"** means all matters (whether arising before or after the date of this Agreement) affecting the Primary School Site or its use registered or capable of registration as local land charges and all notices, charges, orders, resolutions, demands, proposals, requirements, regulations, restrictions, agreements, directions or other matters affecting the Primary School Site or its use or affecting the Preparatory Works served or made by any local or other competent authority or otherwise arising under any statutory requirement

PART 1

2. Additional Costs

- 2.1 The County Council will use reasonable endeavours to advise the Owners and Developer in writing of a detailed costed and justified statement of the Abnormal Costs set with reference to the tendered works within 6 months of receipt of tenders for construction of the Primary School.
- 2.2 The Owners and the Developer shall be deemed to have agreed the County Council's assessment of the Abnormal Costs unless it advises the County Council otherwise in writing within 20 Working Days of service on the Owners and the Developer of the County Council's assessment and if the Owners and the Developer object to the County Council's assessment the County Council and the Owners and the Developer will seek to agree the Abnormal Costs and if such agreement has not been reached within 25 Working Days any party to the dispute may refer the matter for expert determination in accordance with the provisions of **Clause 18-19**
- 2.3 The Abnormal Costs shall be Index Linked PUBSEC from the date of the County Council's assessment (or the date of the expert determination of the Abnormal Costs if applicable) to the date of payment and the Owners and the Developer covenant to pay the Abnormal Costs Index Linked to the County Council within 14 days after the agreement or as applicable expert determination of the Abnormal Costs

3. Primary School Site - Information and Controls

The Owners and the Developer covenant with the County Council:-

3.1 Precise Boundaries

Not to cause or permit the Occupation of more than 50 Dwellings at the Site until the precise boundaries of the Primary School Site with no less an area than 2.22 hectares have been agreed by the Owners and the Developer and the County Council and the Owners and the Developer agree that its representatives will liaise with the County Council including as appropriate carrying out a joint site visit/visits in order to establish such boundaries which are to be pegged by the Owners and the Developer and recorded by the Owners and the Developer digitally on agreed site survey records whereon the Owners and the Developer shall erect on the agreed boundaries for the Primary School Site and maintain until the Primary School Site is transferred to the County Council temporary fencing such as Heras 151 Steadfast System or similar with "school site - no entry" weather proof signs marked with red lettering no less than 75 mm high and permanently fixed at no greater than 10 metre intervals.

3.2 Surveys/Investigations

Without cost to the County Council the Owners and the Developer shall procure and supply to the County Council by the Occupation of the 50th Dwelling at the Site:

- 3.2.1 a full geotechnical ground investigation survey of the Primary School Site in accordance with the specification at Annex 2 and;
- 3.2.2 a topographical survey of the Primary School Site and surrounding areas of the Site for a distance of 10 metres from the boundaries of the Primary School Site in accordance with the specification at Annex 2 Such surveys shall be undertaken by reputable consultants with appropriate expertise and the contracts for such surveys shall accord with industry standards for contracts for such type of surveys and certified copies will be supplied to the County Council with the survey report;
- 3.2.3 a noise assessment survey to include predicted noise levels at the part of the Primary School Site where the buildings are to be sited, the proposed play areas, the proposed games pitch and at the boundaries of the Primary School Site. This survey shall be undertaken by a professional who has attained the Institute of Acoustics certificate of competence in environmental noise measurement. The contract for such survey shall accord with industry standards for contracts for noise assessment surveys and a certified copy will be supplied to the County Council with the survey report.

3.3 Without cost to the County Council the Owners and the Developer shall procure and supply to the County Council within one month of the provision of each survey specified in **paragraph 3.2** warranties in the form attached at Appendix 16 from the consultants responsible for the production of that survey.

3.4 Levels Scheme

- 3.4.1 Not to cause or permit the Occupation of more than 50 Dwellings at the Site until the Owners and the Developer have supplied the Levels Scheme to the County Council.
- 3.4.2 Not to alter the levels of the area of the Site which surrounds the Primary School Site (for a distance of 10 metres from the boundaries of the Primary School Site) save in accordance with the Levels Scheme subject always to any adjustment further to Annex 3 and where grading of levels or retaining walls becomes necessary at the boundary of the Primary School Site these must take place outside the Primary School Site.

3.5 Land/Surface Water Drainage

- 3.5.1 The Owners and the Developer shall procure without any cost to the County Council that no drainage is directed on to under or through the Primary School Site or otherwise so as to adversely affect drainage or use of the Primary School Site
- 3.6 Controls
- 3.6.1 The Owners and the Developer shall not erect or cause or permit to be erected any mobile phone mast on any part of the Site which is within 200 metres of the boundary of the Primary School Site.
- 3.6.2 The Owners and the Developer shall not carry out any works on (including for the avoidance of doubt alterations by the removal or deposit of materials or otherwise of the levels of any part of the Primary School Site) or install any service conduits in on over or under the Primary School Site save in accordance with the provisions of **paragraph 4** and Annex 3.
- 3.7 The Owners and the Developer shall not erect or cause or permit to be erected any permanent fencing or other structure on any boundary of the Primary School Site unless it shall have first been approved in writing by the County Council as suitable for a school boundary and be substantially in accordance with the specification at Annex 3 **paragraph 21** and it is agreed that any such boundary structure shall on the transfer of the Primary School Site to the County Council become the property (and thereby the responsibility) of the County Council.
- 3.8 Access and Information
- 3.8.1 Upon reasonable prior written notice the Owners and the Developer shall permit any persons nominated by the County Council to enter free of charge on the Primary School Site and adjacent land for the purpose of undertaking surveys and investigations the County Council making good all damage occasioned thereby
- 3.8.2 The Owners and the Developer shall answer in writing as expeditiously as reasonably possible and in as comprehensive and informative manner as reasonably possible and without charge to the County Council all reasonable preliminary enquiries raised by the County Council

4. **Primary School Site – Works and Transfer**

The Owners and the Developer covenant with the County Council as follows:-

- 4.1 Not to cause or permit the occupation of more than 50 Dwellings at the Site until there have been submitted a detailed specification and construction drawings for the Preparatory Works as defined in Annex 3 (together with the Levels Scheme if not previously supplied) to the County Council and the Owners and the Developer have secured the approval of the County Council
- 4.2 Prior to making the Primary School Offer to observe and perform the following obligations:
- 4.2.1 Without cost to the County Council to procure that the Preparatory Works are undertaken diligently in accordance with a detailed specification and construction drawings as approved by the County Council and the terms of all Approvals, in good and workmanlike manner in accordance with good building practice and in compliance with all Restrictions and statutory requirements to the satisfaction of the County Council. No other works (including tipping or excavation works) shall be undertaken to the Primary School Site save as provided in this **paragraph 4** unless expressly approved by the County Council at the County Council's absolute discretion. The works shall be undertaken by reputable consultants/contractors with appropriate expertise. The contract for such works shall accord with industry standards for contracts for such type of

- works and a certified copy will be supplied to the County Council prior to making the Primary School Offer
- 4.2.2 Without cost to the County Council to procure and supply to the County Council warranties in the form attached at Appendix 16 from all consultants, contractors and other persons responsible for the design and execution of works to the Primary School Site in accordance with **paragraph 4.2.1**
- 4.2.3 Without cost to the County Council to comply fully with all requirements of any planning conditions relating to archaeology in so far as they relate to the Primary School Site including carrying out and completing investigations in accordance with the approved written scheme of investigation (if this is required)
- 4.2.4 Without cost to the County Council to complete all works (if any) required to achieve the Levels Scheme
- 4.2.5 Without cost to the County Council to relocate any overhead cable at the Site which crosses the Primary School Site or which is within 50 metres of any part of the Primary School Site so that no part of that overhead cable is located in over or under the Primary School Site no overhead cable is located within 50 metres of any part of the Primary School Site and any underground cable is buried at a minimum distance of 5 metres from any part of the Primary School Site (unless under highway/prospective highway)
- 4.3 On or before the Offer Date to make the Primary School Offer to the County Council to transfer the freehold of the Primary School Site and all other interests (if any) in the Primary School Site to the County Council on the terms as set out in Schedule 23 and the County Council may by notice in writing to the Owners and the Developer accept the Primary School Offer within three months of receiving it; and
- 4.3.1 if the Primary School Offer has not been made on or before the Offer Date not to continue with the Development or cause or permit the Occupation of any further Dwellings at the Site until this **paragraph 4.3** has been fully complied with.
- 4.3.2 For the avoidance of doubt in the event that the Primary School Site is offered to the County Council prior to compliance with the provisions of **paragraph 4.2** then such offer shall not (unless otherwise expressly agreed by the County Council in its absolute discretion) constitute the Primary School Offer in compliance with this paragraph.
- 4.4 Upon acceptance by the County Council of the Primary School Offer to transfer the freehold of the Primary School Site to the County Council (and to procure that all other interests (if any) in the Primary School Site are transferred to the County Council) in accordance with the terms set out in Schedule 23 and substantially in the form of the transfer attached at Appendix 17
- 4.5 If such transfer is not executed as a deed by the Owners and any other person with an interest in the Primary School Site and delivered to the County Council within 28 days of the County Council's acceptance of the Primary School Offer not to continue with the Development or cause or permit the Occupation of any further Dwellings at the Site beyond such time until such transfer has been duly executed as a deed and delivered to the County Council (and on completion of the transfer the Owner shall also enter into a deed of assignment without any cost to the County Council of the guarantee(s) relating to any acoustic fencing installed as part of the Preparatory Works. Such assignment shall be in favour of the County Council and/or the Academy Trust for the Primary School as directed by the County Council and shall not require the prior consent of the manufacturer)
- 4.6 Prior to the transfer of the Primary School Site to the County Council to provide to the Primary School Site (no more than 1 metre from the Primary School Site boundary) an electricity supply (no less than 100 amp 415 volt 3 phase supply), a 25 mm water supply, connection to a gravitational fed foul drain (no less than 100 mm diameter) and connection

to a gravitational fed free flowing surface water drainage system for contractors (together with such protective housing as the undertaker may require for the purpose of providing the relevant supply) and where required by the County Council a temporary haul road for the use of contractors to the boundary of the Primary School Site from the public highway all to be in positions agreed by the County Council and to maintain such temporary haul road and services so that they are available for convenient use until permanent connections and access are operational Provided Always that if any such services and haul road are not provided prior to the transfer of the Primary School Site not to continue with the Development or cause or permit the Occupation of any further Dwellings at the Site until they have been provided in accordance with this paragraph.

4.7 The Owners and the Developer shall ensure that all Service Media serving the Development will be of sufficient capacity to serve the Primary School Site for the purposes of a primary school with 17 classrooms and associated playing fields and playgrounds in accordance with capacity requirements set out in Annex 4 to this Schedule and if insufficient the Owners and the Developer shall commence within 1 month of written request from the County Council so to do and diligently proceed to upgrade the same at its own expense and without prejudice to the generality of the foregoing the Owners and the Developer shall ensure that the foul and as applicable surface water drainage scheme for the Site

4.7.1 provide sufficient capacity for the outfalls arising from the drainage solution serving the Development including the Primary School; and

4.7.2 provide a gravity drainage system to serve the Primary School Site which complies with the County Council's requirements as to invert levels; and

4.7.3 shall be connected to the mains drainage system adopted or to be adopted by the drainage authority¹

4.8 To provide the Primary School Services so as to be sufficient and readily available to serve the Primary School Site for the purpose of a Primary School with 17 classrooms and to procure that the Primary School Services are:

4.8.1 constructed to the termination position/connection point/terminal points for the Primary School Services on the boundary of or as applicable within the Primary School Site in the locations set out in Annex 4 to this Schedule;

4.8.2 fully operational in accordance with the timetable set out in Annex 4 to this Schedule to include the completion without cost to the County Council of all parts of the surface water drainage system which shall serve the Primary School Site (and accommodate the capacity and invert levels set out at Annex 4) Provided Always that if any of the Primary School Services are not so provided so as to be fully operational in accordance with the timetable set out in Annex 4 not to continue with the Development and not to cause or permit the Occupation of any further Dwellings at the Site until they have been so provided so as to be fully operational.

4.9 No less than 3 months prior to the proposed opening date of the Primary School as notified by the County Council to complete the construction of the following:

4.9.1 Convenient pedestrian and cycle access ways along such routes to the Primary School Site as the County Council shall have previously approved from the parts of the Site which at that date have been or are in the course of construction to the pedestrian entrances to the Primary School Site as shown on the Primary School Site Plan all such ways to be constructed to the County Council's adoption standard (with lighting);

4.9.2 Permanent vehicular access ways to the Primary School Site from the public highway (via such routes as the County Council shall have previously approved)

to the vehicular entrance(s) to the Primary School Site as shown on the Primary School Site Plan (with provision for such vehicular entrances with six metre wide carriageway and two metre wide footways on either side). Such access ways are to be constructed to the County Council's adoption standard and shall include the provision of a safe and convenient vehicular circuit so as to encourage vehicles including buses not to reverse or turn within 100 metres of any pedestrian access at the Primary School Site.

And there will be provided as part of the works under this **paragraph 4.9** such traffic calming measures, road markings, barrier rails and pelican crossings as may be agreed by the Owners the Developer and the County Council for ensuring safe pedestrian access to and from the Primary School Site

4.10 Prior to the proposed opening date of the Primary School to provide on the public highway/prospective public highway or any other part of the Site to which the public has access in such location as has been approved by the County Council a coach lay-by as approved by the County Council which is capable of accommodating one coach (being a minimum straight length of 18 metres plus appropriate entry and exit arrangements such as tapers) which affords safe and convenient access to the Primary School Site for children attending the Primary School and which is freely available for use as a coach lay-by by coaches dropping off and picking up children attending the Primary School Provided Always that where the coach lay-by is located off the public highway/prospective public highway the Owners and Developer shall ensure that there are reasonable arrangements in place to prioritise use by coaches required for the Primary School at the Primary School Site and that maintenance is undertaken without cost to the school

4.11 The Owners and the Developer shall design the road network in the vicinity of the Primary School Site so as to accommodate safe suitable and sufficient parking for vehicles dropping off and collecting children attending the Primary School at the Primary School Site assuming the Primary School contains 17 classrooms so that as from the opening of the Primary School traffic congestion in the vicinity of the Primary School at the beginning and end of the school day is minimised and where so agreed by the County Council the Owners and the Developer may for this purpose provide prior to the proposed opening date for the relevant Primary School an off highway area which is suitable and sufficient to accommodate vehicles dropping off and collecting children attending the Primary School and such area shall be freely available for such use and have safe and convenient and free flowing access to the Primary School.

5. Dealings with Primary School Site

5.1 The Owners and the Developer covenants with the County Council not to create or dispose of any legal or equitable interest (including without limitation any easement, right or covenant) in, over or under nor create any right or licence to occupy or use the Primary School Site or any part of it except in favour of the County Council provided always that the Primary School Site may be transferred or let subject as provided in Schedule 23

6. County Council Commitments (Notification)

The County Council will notify the Owners and the Developer in writing of the letting of the contract for the construction of the Primary School the date on which it is intended to open a Primary School at the Primary School Site and the proposed date for completion of construction of the Primary School at the Primary School Site such information to be supplied promptly following the letting of the contract for the construction of the Primary School.

7. Third Party

The Owners and the Developer agree that the County Council may appoint a third party to undertake the role of the County Council as provided for in **paragraphs 2-5** above and the Owners and Developer further agree for the avoidance of doubt and without prejudice to the generality of the foregoing that if so required the Primary School Site shall be transferred without cost to the County Council to such a nominee who is an approved

education provider and the warranties referred to in **paragraph 3.3** and **4.2.2** supplied to or assigned to such nominee without cost to the County Council.

PART 2

8. The Owners and the Developers covenant with the County Council not to cause or permit the Occupation of more than 500 Dwellings at the Site unless and until the County Council has taken a transfer in a form approved by the County Council of the freehold of a site at the North West Bicester Development site which site the County Council acting reasonably considers is satisfactory for a 1,200 place secondary school and full planning permission acceptable to the County Council has been granted for that site for the provision of such a secondary school together with all other necessary consents and approvals for the provision of such a secondary school. It is further acknowledged and agreed that the County Council will require agreements and commitments relating to such site corresponding to those set out in Part 1 of this Schedule with suitable adaptations for a 1,200 place secondary school.
9. The Owners and the Developer agree with the District Council and the County Council that completion of this Agreement and the grant of the Planning Permission are entirely without prejudice to the entitlement of the County Council to enforce the provisions of **paragraph 8** of this Schedule and to seek and as applicable secure a prohibitory injunction in the event of any breach of **paragraph 8** of this Schedule notwithstanding that at the date of this Agreement the Owners and the Developer are not able to deliver a site and associated requirements for the purpose of satisfying **paragraph 8** of this Schedule

ANNEX 1
Abnormals

1. Foundations for the buildings which differ from the standard concrete filled trenches measuring 600 millimetres in width and 1.2 metres in depth under each structured wall
2. Attenuation measures which exceed a standard allowance of 1m³ of plastic crate proprietary measures for every 25m² of roof area.
3. Excavation works that require the breaking out of existing material defined within the RICS Standard Method of Measurement (SMM) as extra over items.
4. Increased costs for works required to de-stoned such that no stone >20 mm remains. This could either be achieved through screening or by other in-situ techniques such as stone separation or stone burying. The optimum choice of method for de-stoning will depend on the type and quantity of stone present.
5. Increased cost for works required to level the site including stripping topsoil and remove to temporary stockpile for re-use. Undertaking cut and fill earthworks and importation of additional fill material to create the playing field plateau all in line with Sport England Guidance Note 'Natural Turf for Sport'.
6. Excavation work below the water table defined within the RICS Standard Method of Measurement (SMM) as extra over items.
7. The design and construction work relating to both buildings and external hard surface areas because the ground at the Primary School Site is made ground and which would not have been required if that had not been the case.
8. The design and construction of ramps/retaining walls earth works and the like within the Primary School Site because of sloping gradients/change of levels at the Primary School Site NB. The County Council will be entitled to devise and implement retaining wall solutions rather than slopes such that the overall area of the school site can be fully used, accessed and developed.
9. The design and construction of ramps/steps/retaining walls/balustrading on the boundary of the Primary School Site because of differential levels between the Primary School Site and adjoining land. NB. The County Council will be entitled to devise and implement retaining wall solutions rather than slopes such that the overall area of the school site can be fully used, accessed and developed
10. Measures to manage the safety of children arising from the detailed design of the Preparatory Works for example landscaping or barriers to restrict access to the ramped areas proposed to address changes of level.
11. Measures that increase cost of construction that are necessary to address adverse findings arising from the geotechnical report for radon/methane barriers or implications arising from high water table
12.
 - a) Where predicted noise level for the area likely to be occupied by school buildings exceeds 48/45 dB LAeq, 30 min, the design and construction of noise reduction building solutions (for example enhanced wall and roof construction, mechanical ventilation with acoustic baffles, secondary glazing)
 - b) Where predicted outdoor ambient noise levels on The boundary of the school site exceeds 50dB LAeq, 30min the design and construction of acoustic screening such as bunds, fences or walls. [Note Where bunds beyond the boundary of the school site are agreed by the County Council to be the most appropriate measure then this may be provided by the Owner in lieu]

ANNEX 2

A. Topographical Surveys covering the Primary School Site and surrounding areas for 10 metres measured from the boundaries of the Primary School Site which shall include

- Dimensional surveys
 - Defined locations of below ground services through ground penetrating radar CAT scans and reference to statutory authority service enquiries to demonstrate that the Primary School Site is free from encumbrances
 - Level surveys using optical levels, digital bar codes staff levels and precise levels with invar staffs including lifting manholes and inspection chambers and taking inverts of drainage
 - Area measurement demonstrating compliance with areas defined on the Primary School Plan
 - Defined location showing the boundaries of the Primary School Site
 - Tree surveys, which comply with British Standard 5837:2005, including reference numbers, trunk positions, height, stem diameter, canopy and branch spreads
 - Invasive plant surveys
- AND the surveys shall be supplied in DWG format (Auto CAD) as well as hard copy

B. Geotechnical Ground Investigation covering the Primary School Site and surrounding areas of the Site for 10 metres measured from the boundaries of the Primary School Site

1. Desk Study – this should include reference to available published information (including geological and historical) and an EnviroCheck Report (or similar) to produce a conceptual site model and preliminary qualitative risk assessment which will enable the scope of the investigation (in terms of foundations, structural & drainage design and potential for contamination) to be determined.
2. Intrusive ground investigation(s) - initial scope to be determined by the desk study and in accordance with BS10175: 2011 and BS5930:1999+A2:2010; to include:
 - i. Exploratory holes to a depth and frequency suitable to the anticipated ground conditions.
 - ii. In situ testing to facilitate design.
 - iii. Installation and monitoring of groundwater and ground gas sampling wells
 - iv. 4 N° Soakaway tests to be undertaken in accordance with BRE 365 Locations of pits to be agree with OCC to ensure they are located appropriately to inform the design of the soakage system
 - v. Geotechnical laboratory testing to facilitate design.
 - vi. Performance quality standards testing to BS7370 for turf playing surfaces.
 - vii. Chemical testing of soil, groundwater and ground gas to determine the presence, concentration variability, and spatial distribution of relevant determinants.
 - viii. Obtain BGS site specific Radon Report
3. Interpretative report - on the findings of the ground investigation, to include:
 - i. Geotechnical parameters and recommendations for the safe and economical design of foundations, structures and drainage.
 - ii. An assessment of ground stability in relation to heave potential, mining, dissolution and slopes.

- iii. Quantitative Human Health Risk Assessment against Contaminated Land Exposure Assessment UK model, or other demonstrated Generic and/ or Site Specific Assessment Criteria.
 - iv. Generic and/or Detailed Quantitative Risk Assessment for controlled waters.
 - v. Ground gas risk assessment for protection of site occupiers, adjacent site occupiers and property.
 - vi. Recommendations for the formation of landscaping and planting.
4. Results of archaeological, ecological and other investigations arising from planning conditions

AND the survey information shall be issued in digital format as well as hard copy.

ANNEX 3 – Preparatory Works

To be carried out further to paragraph 4.2.1)

Part A

Works as summarised below are to be carried out in accordance with the methodology and detail set out in Part B of this Annex

1. Cleansing and de-contamination including removal wherever they occur of structures footing foundation services (live or de-commissioned) soils and groundwater considered a source of contamination (at any depth) and all other naturally and non naturally occurring items to be found in on or over the Primary School site
2. Removal of protected species (flora and fauna) and invasive plants (such as Japanese Knotweed) from the Primary School Site
3. Grubbing out and making good of any hedgerows
4. Raising the level of the Primary School Site so it is sits outside of flood zones 2 and 3 as defined by the Environment Agency
5. Levelling and otherwise making good (including making good arising from archaeological investigations and the like) to form a flat plateau for the construction of the school buildings together with any consequential works

Part B

(To be read in conjunction with the topographical Survey and Geotechnical Ground Investigations as applicable)

References to the school and where the context requires "Site"/"site" in Annex 3 signify Primary School Site

In complying with its obligations under **paragraph 4.2.1** of this Schedule (and without prejudice to the generality of that clause) the following shall be undertaken:-

Assess the Site

1. The site shall be initially assessed by means of a desk study that will inform the ground investigation design,
2. Appropriate ground investigation(s) are to be undertaken in accordance with BS10175: 2011 and BS5930:1999+A2:2010 accounting for a geotechnical and contaminated land elements.
3. Geotechnical and contaminated land assessment (desk study) shall include:
 - 3.1 Geotechnical and contaminated land assessment (desk study) shall including
 - Detailed assessment of geological and engineering hazards which may affect development arising due to the topography, geology and previous development within the site
 - Preliminary Conceptual Site Model (PCSM) for the site area in accordance with the guidance within CLR11, to identify the potential pollutant linkages (PPLs).
 - Site investigation strategy which will be designed and specified to characterise the site in terms of geology and contamination in accordance with recommended guidance including Environment Agency R&D Report Publications 66, CLR 11, CLEA (SR2, 3 & 4), BS10175
 - 3.2 Geo-environmental site investigation strategy that shall:
 - be agreed with the Regulatory Authorities (e.g. Environment Agency (EA)/ Environmental Health Officer (EHO)/the County Council) to ensure that their

particular concerns are addressed within the design to facilitate regulatory sign off

- include relevant soil, soil gas, surface and groundwater sampling, and shall be carried out by a suitably qualified and accredited consultant/contractor in accordance with a Quality Assured sampling and analysis methodology. Laboratories shall hold UKAS and MCERTS accreditation for their test methods. Where appropriate standpipes shall be monitored
- summarise the investigation works, sampling, insitu testing, laboratory testing (geotechnical and chemical) and monitoring results in a report.

Report upon Findings (contamination and physical ground abnormalities)

4. The geo-environmental assessment report shall include a geotechnical and contaminated land assessment (undertaken in accordance with The Model Procedures for the Management of Land Contamination CLR 11 (2008) technical framework and R&D Publication 66 (2008), which provide a structured decision-making process to assess land contamination).
5. The report shall include but not be limited to the following elements:
 - Provide an assessment of both contamination issues (including regulatory waste management issues in respect of excavated material) and physical ground abnormalities
 - Review and refine the PCSM thus verifying the potential pollutant linkages i.e. the source pathway receptor relationships for the site.
 - Include a Quantitative (human health) Risk Assessment. The assessment shall be undertaken on all strata at the site. The CLEA standard land use scenario (and assumptions used to derive SGV) for residential with plant uptake end-use is considered to be the most appropriate human health scenario for this site. This allows for a suitably conservative set of Generic Assessment Criteria to be used/derived to account for any future site use and/or change in site levels to which the land may be subject once ownership is transferred to OCC.
 - Assess controlled waters against Environmental Quality Standards (EQS) or UK Drinking Water Standards for the controlled waters GQRA
 - Soil gas monitoring/sampling results shall be used in a soil gas risk assessment in accordance with current NHBC guidance and CIRIA C665
 - Based upon the results of the ground investigation, report whether further intrusive investigations are required to provide confidence that strata contamination is homogeneous or occurs as discrete areas.
 - Determine whether remedial works are required to bring the site to a condition suitable for use and provide recommendations within a remediation options appraisal.
 - Include information relating to physical ground abnormalities, such as made ground, obstructions, services (live or decommissioned) and soft ground.
 - Summarise the results of the geotechnical testing (in situ and laboratory).
 - Provide an engineering appraisal and recommendations relating to: foundations, ground stability, structures, pavements, drainage, material re-use and disposal gas/, radon protection measures, services, infiltration drainage and landscaping.

Propose works (Remediation and Reclamation 6-9)

6. In the event that the geo-environmental assessment identify abnormal physical ground conditions and/or engineering constraints which may impact upon the development (school),

the Remedial Method Statement ("RMS"), which details reclamation/remedial works to be undertaken including a remediation strategy, implementation plan and programme including verification, monitoring, maintenance, health and safety and environmental protection measures, shall be prepared and submitted to and approved by the County Council prior to works commencing.

7. Reclamation criteria shall be agreed and approved in writing by the appropriate regulatory authorities prior to submission for approval by the County Council
8. Remediation criteria shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission to the County Council and shall render harmless the identified contamination, leaving the land fit for use, future reuse (residential with plant uptake end-use) as well as protecting the surrounding environment, including any controlled waters
9. The RMS including verification, monitoring, maintenance, health and safety and environmental protection measures shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission for approval to the County Council
10. Where any Preparatory Works are within the area of the playing pitches obtain a detailed design and specification for the natural turf sports pitch its substructure and drainage requirements from a competent and professionally qualified landscape specialist with a proven track record of this type of work (e.g. landscape architect, professionals accredited/recommended by the sports turf institute) to inform the Preparatory Works to create a natural turf sports pitches to be fully drained club standard pitches in accordance with Sport England recommendations contained in Natural Turf for Sport Design Guidance Notes and SAPCA (sports and Play Construction association) guidelines capable of use throughout the year. This design work will be subject to a design warranty.

[All works to the school site are to be carried out by an appropriate landscape contractor with a proven track record in the construction of natural turf playing fields as defined, fully specified and supervised on site by the appropriate landscaping professional referred to in **paragraph 9**. The contractor's work is to be subject to a construction warranty.

Execute Works – All Preparatory Works (11- 13 and 16-20)

11. Appropriate written notice (no less than 14 days) to be given to the County Council or its representative to enable and facilitate attendance at instigation of the Preparatory Works (whether remedial or otherwise) and subsequent watching brief by the County Council (or its representatives)
12. All the works must be undertaken with the full knowledge approval and acceptance of all the regulators/relevant authorities including as applicable the district council and the Environment Agency
13. Remove all protected species (flora and fauna) and invasive plants in line with best practice and in accordance with the requirements of Natural England to enable both Preparatory Works and construction of the school to be undertaken and take all reasonable steps to ensure that they do not return

Note: 14 – 15 relate to remediation and reclamation works

14. Approved works shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the proposed methodology. If during the works contamination is encountered which has not previously been identified, then the additional contamination shall be fully assessed and appropriate remediation/reclamation works agreed with and approved by the appropriate regulators
15. Remediation of contaminants to be carried out to meet residential development standards with plant uptake end-use and accord with the guidance for the safe development of housing on land affected by contamination R and D: 66 2008 Volume 1 published jointly by the Environment Agency, NHBC and the Chartered Institute of Environmental Health

16. Where Preparatory Works include levelling and ground works (see Part A Item 5) whether further to remediation or other Preparatory Works the following apply
- Infilling with materials is to be approved by the County Council such approval to include (a) approval of the source of the materials with the provision of satisfactory test results (frequency and type to be agreed) for the materials and (b) approval of the method statement for installation of the materials with the provision of approved testing to appropriate standards
 - raising of levels of the Primary School Site if required by the RMS or is otherwise required in order to accommodate ground water levels and any flood alleviation and/or attenuation measures required by the Environment Agency or the lead local flood authority.
17. Ensure groundwork include treatment / improvement to achieve a net bearing capacity of 100kPa, the maximum total differential settlement of 25mm in any event and with angular distortion limited to length/250 between any 2 points. Hard standing areas are to be laid to falls to aid drainage (typically 1:80) and any settlement should not compromise the drainage of the site
18. All imported material shall be tested prior to importation and upon acceptance to site (RMS to determine type and frequency of testing in accordance with end use).
19. Provision of top soil to the Primary School Site to ensure a minimum depth of 250 mm top soil and not to exceed 300 mm, which shall comply with BS3882:2007, provide a ph value of between 5.5 and 7.5 to ISO 10390, contain no stone larger than 15mm in any direction, no foreign objects or fragments and shall not contain substances which may prove hazardous to health or the environment all compacted at maximum 250 mm layers to meet the defined performance quality standards testing to BS7370. All works are to be carried out by an appropriate landscape contractor with a proven track record in this type of work as defined and fully specified by the appropriate landscaping professionals referred to in **paragraph [9]**
20. Where Preparatory Works include permanent acoustic fencing the fence comprised in the Preparatory Works should be warrantied for a minimum service life of 40 years and should not require maintenance for 20 years.
21. Where Preparatory Works include permanent fencing on the boundary of the Site it shall be designed to fully conform to play fence standards in BS EN 1176 and be either
- 2.4m high proprietary welded mesh systems (200 x 50mm) constructed from min 5mm steel wire zinc alloy and powder coated to BS EN 13438 with min 60- mm x 40mm steel posts galvanized and powder coated to BS EN13438 and set in concrete min 600mm deep or deeper and larger with additional support if required by ground conditions at maximum 3 metre centres
- 1.8m high steel Anti Trap Bow Top fencing constructed from min 19mm diameter tubes with min 60mm diameter posts galvanized to BS EN 1561 and powder coated to BS EN 13438 and set in concrete min 600mm deep or deeper and larger with additional support if required by ground conditions at maximum 2.775 metre centres

Completion report –

22. Upon completion of the Preparatory Works, a completion report shall be submitted to and approved by the EA and EHO and other appropriate Regulatory Authorities as required prior to submission to the County Council. The completion report shall warrant that the remediation has achieved its objectives as evidenced by a verification report and quality assurance certificates. The completion report shall also include certification that the works have been completed in accordance with design proposals by each design organisation. The completion report shall identify whether long-term monitoring and/or maintenance is required.
23. The report shall detail all works undertaken and the chain of warranty provided for work

24. The report shall include provision of updated topographical data defining the consequential status of the Primary School Site following the execution of intervention work

Communication

24. Where approval or agreement of the County Council is required as provided in this Schedule or otherwise for communications with the County Council in relation to this Schedule the following contact details apply:

Property and Facilities Section
Environment and Economy
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

Copies electronically to [.....]
Can we add telephone number and e-mail?

Note: The Owner agrees to be the only client for the purposes of the Construction Design and Management Regulations 2015

ANNEX 4

Contract completion means completion of the construction of the Primary School

Requirements	When – Fully operational prior to	[Where – For services marked (a) 2 connection points are shown on the Primary School Site Plan. These services are to be connected to a single connection point only in accordance with the mechanism set out below]
<p>Permanent water supply connection from mains</p> <p>63 mm internal diameter water service with statutory water pressure</p> <p>Separate 25 mm internal diameter supply for sprinkler system</p>	4 months prior to contract completion	[(a) At the connection point shown on the Primary School Site Plan as selected by the County Council or if the County Council fails to respond to a written request from the Owners to select the connection point within 8 weeks of such request (which is to refer expressly to this Annex 4 and the 8 week time period for response) at a connection point as shown on the Primary School Site Plan as selected by the Owners and notified to the County Council
<p>Electricity</p> <p>Mains electricity</p> <p>Mains supply providing 180 kVA</p>	4 months after contract letting date for construction of the school	(a) as above
<p>Mains gas supply with meter</p> <p>Meter supply providing 65 m³/hr</p>	6 months prior to contract completion	(a) as above
<p>Standard Fire Hydrants</p> <p>Hydrants must be capable of supplying sufficient water at suitable pressures i.e. a minimum of 2000 litres/minimum 1.7 ba</p>	4 months prior to contract completion	Provisions to accord with the recommendations of the Fire Service but as a minimum one hydrant must be provided on the highway / prospective highway near to each of the entrances to the school as shown on the Primary School Site Plan and no more than 90 metres apart.
<p>Drainage spur connections from mains</p> <p>Foul drainage from school buildings (min 150mm diameter) laid at 1:100 (minimum 2 connections)</p> <p>Surface water drainage facilities (min 150 mm diameter) to accommodate exceedance flows from sustainable drainage</p>	6 months prior to contract completion	At various positions as identified on the Primary School Site Plan

<p>system (minimum of 2 connections)</p> <p>Inverts must accommodate gravity drainage system on and from the school site</p>		
<p>Minimum Invert Levels 2.5m in the road assuming a level school site / adjacent highway without gradient</p> <p>Spur connection means connection between (a) manhole for main drains serving development which is located on the highway/prospective highway</p>		
<p>in close proximity to manhole on school site near the boundary of school site and (b) that on-site manhole</p>		
<p>Communications</p> <p>Appropriate ducting and service presentation works for the provision of</p>	<p>4 months prior to contract completion</p>	<p>(a) as above</p>
<p>1. Superfast Broadband with high speed fibre optic connection; minimum 100Mbit</p> <p>2. Incoming BT multihead telephone spur providing 5 external ISDN E/lines or market equivalent at the time of installation</p> <p>3. Any digital communication system (for example cable television) if provided on the Development</p>		

SCHEDULE 23

Land Transfer Schedule

1. Definitions

The following definitions shall have the following meanings (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to in elsewhere in this Agreement)

In this Schedule the terms "Primary School Site" and "Primary School Offer" shall have the definitions given to them in Schedule 22

2. Generic


2.1 The following apply to any contract/agreement to transfer land from the Owners and the Developer to the District Council or the County Council ("the Relevant Body") pursuant to the terms of this deed (subject to the additional or replacement provisions set out in **paragraph 3** or [4] below) and the contract/agreement incorporates the Standard Conditions of Sale (Fifth Edition) (the "Standard Conditions") subject to the following variations and in the event of any inconsistency between the Standard Conditions and the provisions of this deed the latter shall prevail:

2.1.1 the Owners and the Developer are to bear the cost of complying with any public requirement arising prior to the date of completion and Standard Condition 3.1.4 is adjusted accordingly;

2.1.2 the Relevant Body may raise requisitions and the Owners and the Developer shall give full responses in so far as they are able to do so in a timely manner and Standard Condition 4.3.1 shall be adjusted accordingly;

2.1.3 good marketable title shall be deduced in accordance with Standard Condition 4 and the land shall be transferred free from any financial charge and any restrictions registered on the proprietorship register of any title with full title guarantee subject to the covenants, rights, easements, restrictions and other matters (excluding financial charges and any restrictions registered on the proprietorship register) referred to in the title to the land to be transferred as deduced to the District Council and the County Council prior to the date of this Agreement but otherwise free from encumbrances

2.2 The following completion dates shall apply as applicable:

2.2.1 28 days from the date of acceptance of the Primary School Offer pursuant to **paragraph 3.3** of Schedule 22
4.3 

2.3 Any transfer shall be substantially in the relevant form set out in Appendix 17 subject to such amendments as may be agreed between the relevant parties acting reasonably and without unreasonable delay.

2.4 The price shall be £1.00 unless otherwise specified elsewhere in this Agreement.

2.5 The land shall be transferred with vacant possession upon completion.

2.6 The Owners and the Developer shall bear their own costs and the Owners and the Developer shall pay the Relevant Body's reasonable and proper legal and professional costs in respect of the transfer which shall be payable on completion.

2.7 The Owners and the Developer will (at their own cost) procure (in so far as is necessary) from any third parties all such rights as are necessary to ensure that they can transfer or grant all such rights as are contained in the transfer to the Relevant Body.

2.8 The Owners and the Developer shall retain the risk for the relevant property until completion and Standard Condition 5.1 is adjusted accordingly.

3. Provisions relevant to the Primary School Site

3.1 The provisions set out in **paragraph 2** above shall apply to any transfer of the Primary School Site as varied by the provisions of this paragraph:

3.1.1 the Owners will transfer the Primary School Site in the physical state provided for in **paragraph 4.2** of Schedule 22 and Standard Conditions 3.2.1, 5.1.1 and 5.1.2 are adjusted accordingly;

3.1.2 The registered proprietors of title number ON 245153 shall prior to the transfer of the Primary School Site to the County Council fully and effectively release the rights granted further to a transfer of 22 September 2006 in so far as they affect the Primary School Site.

3.1.3 The Owners and the Developer shall prior to the transfer of the Primary School Site to the County Council provide the County Council with such reasonable assistance information and documentation as it shall require to obtain defective title indemnity insurance in respect of the rights granted by the conveyance of 9 February 1983 referred to in entry C1 of title number ON318263 and shall reimburse the County Council for the cost of such insurance within 20 Working Days of demand

3.2 The Owners and the Developer 24 undertake with the County Council not to dispose of the whole or any part of the Primary School Site at any time prior to the transfer to the County Council save by means of a transfer of the freehold or the grant of a lease of the whole Provided always that no such disposal may be undertaken unless there has been delivered to the County Council (without cost to the County Council) a deed of covenant executed as a deed from the disponent with the County Council in the form attached to this agreement at Appendix 10

3.3 The Owners and the Developer consent to the noting on title number ON318263 of the conditional agreement to transfer the Primary School Site further to Schedule 22.

3.4 The Owners further consent to the entry on the Proprietorship Register of title to the Primary School Site (with priority over any dealing) of a restriction in standard form L as follows: "No disposition of the registered estate shown [] by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the authorised representative of Oxfordshire County Council, County Hall, New Road, Oxford OX1 1ND or its conveyancer that the provisions of **paragraph 3.2** of Schedule 23 to an agreement dated [] 201[] between Cherwell District Council (1) Oxfordshire County Council (2) Julian Murfitt and Catherine Murfitt and others (3) – (9) have been complied with or that they do not apply to the disposition".

3.5 The Owners and the Developer hereby undertake at their own cost to provide the County Council with all necessary assistance to note the agreements referred to at **paragraph 3.3** of this Schedule and to register the restrictions set out at **paragraph 3.4** above and the registration of the transfer to the County Council of the Primary School Site including the provision of all necessary consents to registration (without the requirement of any covenant or commitment from the County Council) and responding in a timely manner to requisitions raised by HM Land Registry to enable the County Council to register with Title Absolute.

3.6 The County Council will promptly consent to registration under the terms of any such restriction (but not the cancellation of the restriction save as provided for in **paragraph 3.7**) where the relevant disposition is the transfer of freehold or grant of lease of the whole

and a deed of covenant has been delivered to the County Council in accordance with the terms of **paragraph 3.2**.

- 3.7 The County Council will upon request consent to the cancellation of the restriction and sign any documentation or forms as may be necessary to remove from the title to the Owner's property the restriction in respect of the Primary School Site following the expiration of the period of three months from the date of service on the County Council of the Primary School Offer in the event that the County Council has not accepted the Primary School Offer.

THE COMMON SEAL of)
CHERWELL DISTRICT COUNCIL)

was affixed in the presence of:-

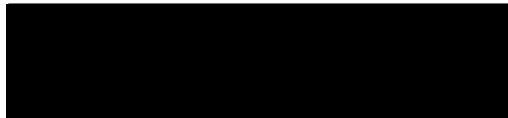


Authorised Signatory:



THE COMMON SEAL of)
OXFORDSHIRE COUNTY COUNCIL)

was affixed in the presence of:-)



Director of Law and Governance / Designated Officer



SIGNED AS A DEED by **CATHARINE**)
RACHEL MURFITT in the presence of:-)



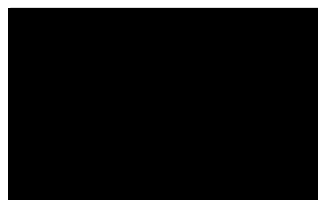
Witness signature

Witness name: Stephen Nardelli

Address: Mission Hall, Letchmore Heath, Herts, WD25 8DY

Occupation: Company Director

SIGNED AS A DEED by **JULIAN**)
MURFITT in the presence of:-)



Witness signature:

Witness name: Stephen Nardelli

Address: Mission Hall, Letchmore Heath, Herts, WD25 8DY

Occupation: Company Director

SIGNED AS A DEED by **ROSEMARY**)
LOUISE HENSON in the presence of:-)



Witness signature:

Witness name: Stephen Nardelli

Address: Mission Hall, Letchmore Heath, Herts, WD25 8DY

Occupation: Company Director

EXECUTED AS A DEED BY)

PORTFOLIO PROPERTY PARTNERS)

LIMITED acting by)

a director, in the presence of:-)

Witness signature:

Witness name: Anush Foad

Address: VVW LLP, 24 King William Street, London EC4R 9AT

Occupation: Solicitor

EXECUTED AS A DEED BY)

P3 ECO (BICESTER) HIMLEY LIMITED)

ACTING BY acting by)

a director, in the presence of:-)

Witness signature:

Witness name: Anush Foad

Address: VVW LLP, 24 King William Street, London EC4R 9AT

Occupation: Solicitor

Executed as a deed by)

DESIMAN LIMITED acting by)

)

a director, in the presence of:-)

Witness signature:

Witness name: AKISHI FOAD

Address: VVW, 24 King William Street, London EC4R 9AT

Occupation: Solicitor

SIGNED AS A DEED by **PHILIPPA MARIA**)

ALINE PAIN)

in the presence of:-)

Witness signature:

Witness name:

Address:

Occupation:

SIGNED AS A DEED by **GEORGINA**)

MARIA CLEMENTINA PAIN)

in the presence of:-)

Witness signature:

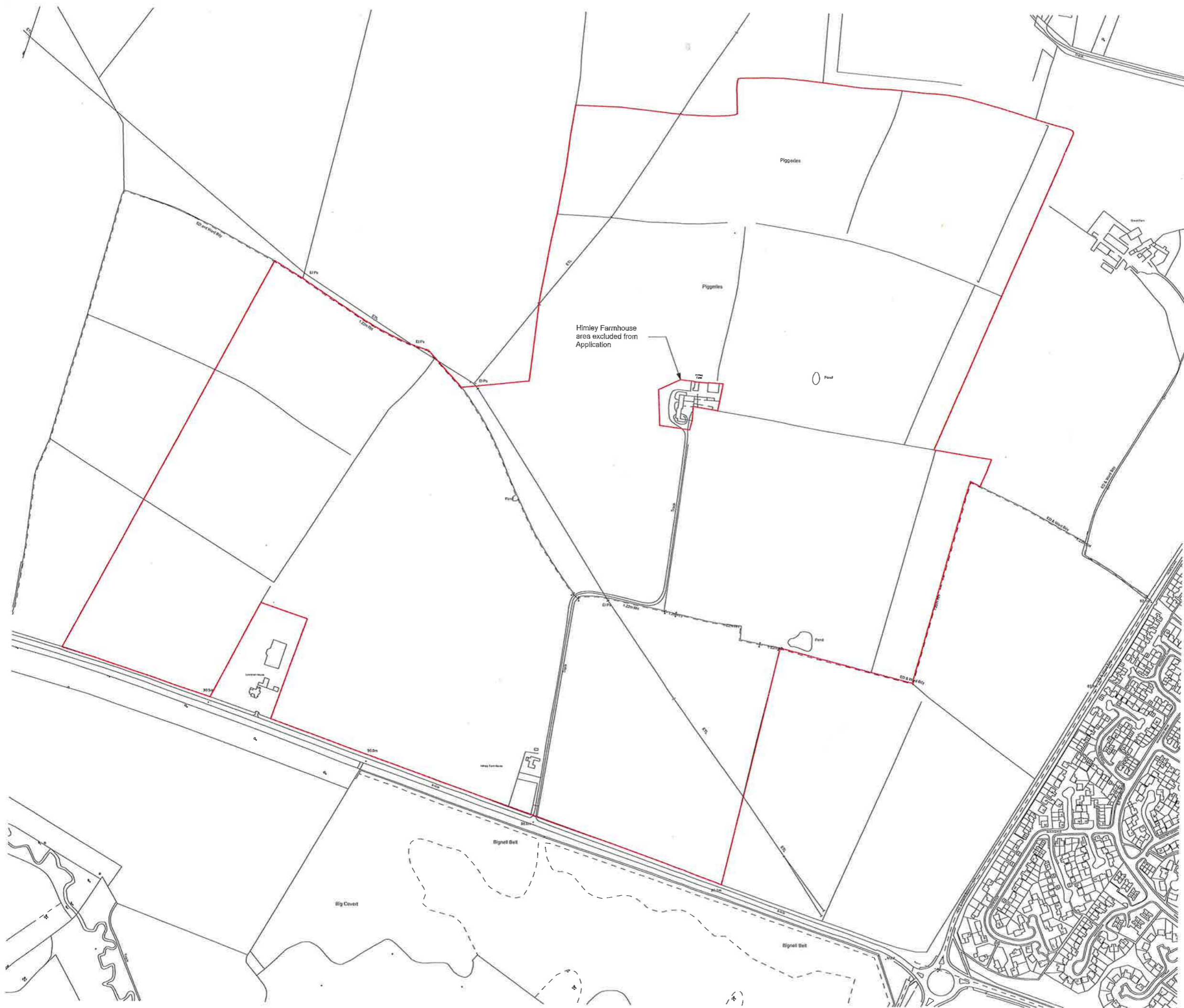
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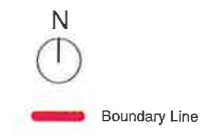
Occupation:

APPENDIX 1

Plan 1



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Rev	Date	Prep/Check	Description
C	25.11.2019	BS/SP	Himley Farmhouse area excluded
B	24.04.2015	FR/RS	Drawing Site update
A	21.11.2014	FR/RS	Drawing Site update

Penoyre & Prasad

28-42 Banner Street
 London EC1Y 8QE
 020 7250 3477
 penoyrepsad.com

Client
P3Eco

Project
592 - Himley Village

Drawing Title
Site Boundary - Parameter Plan 1

Drawing Status
Outline Planning Application

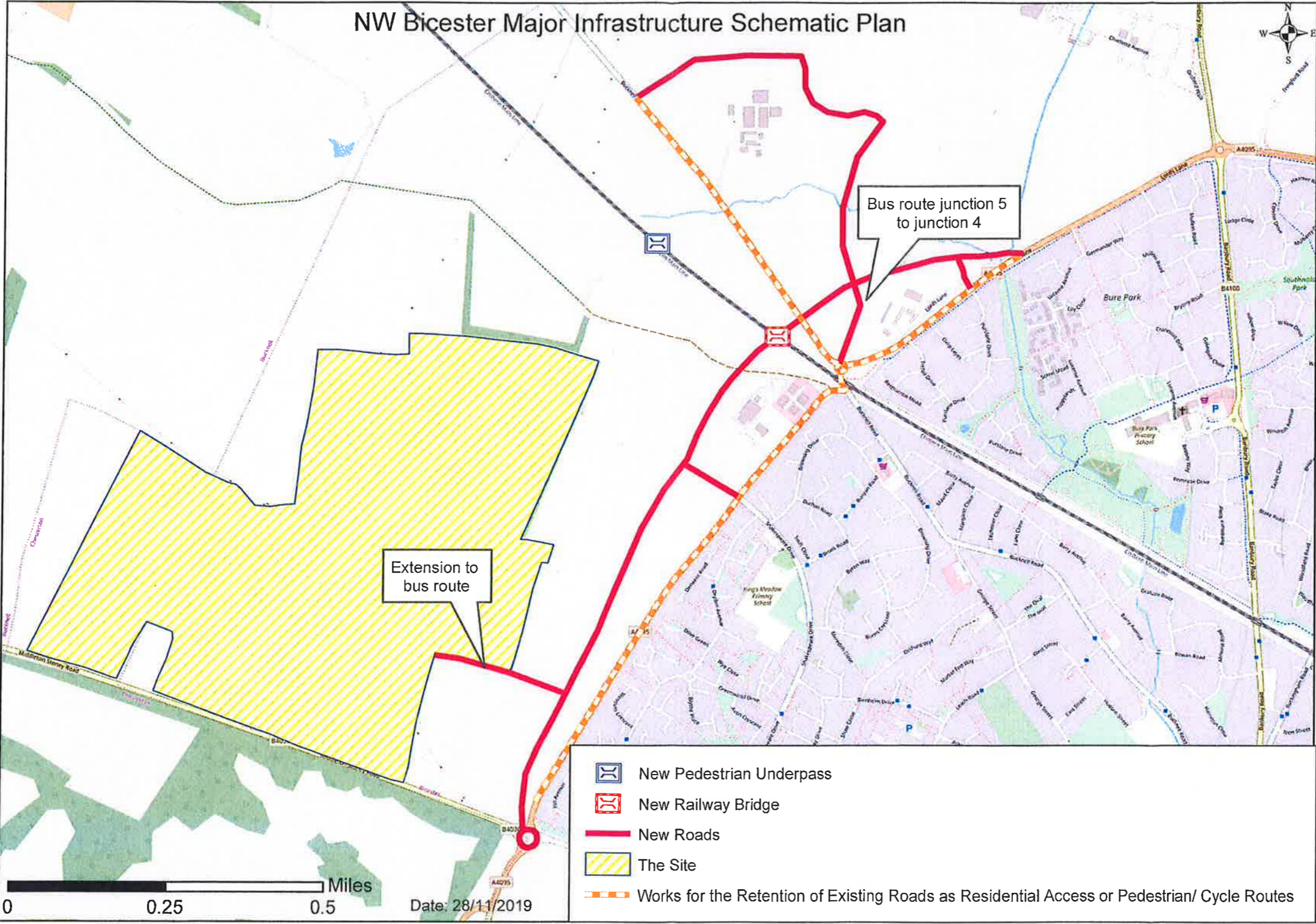
Date: 18.11.2014 Scale: 1:2500 @ A1

Drawing Number: **592-PL-101** Revision: **C**

APPENDIX 2

Major Infrastructure Schematic Plan

NW Bicester Major Infrastructure Schematic Plan



- New Pedestrian Underpass
- New Railway Bridge
- New Roads
- The Site
- Works for the Retention of Existing Roads as Residential Access or Pedestrian/ Cycle Routes

APPENDIX 3
Allotment Specification

Allotment Specification

Level hard surfaced footpath, cyclepath access to each allotment site

The individual allotment size is to be no larger than the '10 pole plot', the standard for England and Wales. This equates to 250 square metres, and usually rectilinear in shape. Smaller plot sizes will be encouraged.

Paths are to be a minimum of 1.4m wide and suitable surfaced to allow for disabled access

If provided, haulage ways to be 3 metres wide

No built structures without approval of the managing body

Suitable clean water supply to every site

Topsoil to comply with BS3882:2007 Specification for topsoil and requirements for use, and easily cultivated to a depth of 450mm

All pernicious, agricultural weeds are to be eradicated

Fencing and gates to be provided and capable of being locked. Secure cycle parking to be provided.

Availability of allotment holders car parking to be agreed

APPENDIX 4

Landscape Technical Specification



DISTRICT COUNCIL
NORTH OXFORDSHIRE

**Cherwell District
Council**



**South
Northamptonshire
Council**

**CHERWELL DISTRICT COUNCIL
AND
SOUTH NORTHAMPTONSHIRE COUNCIL
CONTRACT FOR THE PROVISION OF
LANDSCAPE MAINTENANCE
SERVICES**

01 APRIL 2018 - 31 MARCH 2024

Document 3: Technical Specifications

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SECTION 1
GRASS MAINTENANCE

1.0 MAINTENANCE OF GRASSED AREAS

1.1 General Conditions

- 1.1.1 Prior to the commencement of the works the Contractor shall have satisfied himself of the location and nature of the works. A programme of works shall be submitted to the Authorised Officer (AO) to achieve this specification. The number of visits shall be spaced over each period to meet the specification mowing regime. The height of cut should be gradually lowered at the start of the season to achieve the specified standard and gradually raised towards the end of the season to allow for the slowing down of the rate of grass growth.
- 1.1.2 The Contractor shall use mowers appropriate in type, size, shape and methods of cutting for the type of work involved. All wheeled grass cutting machinery must be fitted with appropriate grassland tyres. The Contractor shall allow in his general rates for the use of pedestrian machinery necessary to cut any steep banks found within the defined area, and ensure that they are cut to the same standard as the surrounding areas. The Contractor shall ensure that all machines are set to an appropriate height for the time of year and that all blades are sharp and in good condition to produce a true and even cut at all times. Any damage as a result of a lack of maintenance, or incorrect setting, shall be made good by the Contractor in accordance with the contract conditions contained within this Tender to the full satisfaction of the AO.
- 1.1.3 The Contractor shall at all times during the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator or any person in the vicinity of operations. The Contractor shall provide his staff with all necessary safety equipment and shall ensure that staff use these at all times where they are working on council sites.
- 1.1.4 The entire area of grass shall be cut to an even length to the appropriate specification; leaving no areas uncut between each pass, and taking care to cut as closely as possible around obstructions and to the entire boundary of the site. All moveable obstacles within the grass area shall be moved so that all the areas can be mown into one operation, and after each mowing cycle returned to their original position. Any follow up to remove clippings from adjacent hard surfaces back onto the grass area that has been cut shall be done on the same day of cutting. Any strimming works required shall be completed within 8 working hours of the cut taking place.
- 1.1.5 Where indicated in the schedules the edges to borders, beds and hard surfaces shall be clipped at the same time as cutting. On general amenity areas this can be carried out using mechanical means, however, on high profile amenity areas this operation shall be carried out using long handled shears.
- 1.1.6 Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor shall reinstate such damage to the satisfaction of the AO. Should the Contractor fail to carry out such works within the time period allowed within

the tender, the AO may instruct other persons to carry out the work, the costs of these works being charged to the Contractor.

- 1.1.7 The Contractor shall make good at his own expense any damage caused to walls, fences, furniture, bins, trees, grave stones, manhole covers and other obstructions during grass cutting operations. Should it be determined by the AO that the failure of a planted tree or shrub is due to damage inflicted by negligent grass cutting, the Contractor shall be required to replace the tree or shrub with the same species, age and shape at own expense to the full satisfaction of the AO.
- 1.1.8 Prior to mowing, all litter, stones and other debris, irrespective of its source shall be cleared from the grassed area and disposed of by the Contractor to an approved recycling centre at his own expense.
- 1.1.9 Clippings shall be evenly distributed across the surface of all grass areas, except where they are to be boxed off. All adjacent hard surface areas shall be left clear of any grass clippings and debris, and left in a safe and tidy condition on the same day of cutting prior to leaving the site.
- 1.1.10 Mechanical air blowers may be used when conditions are dry and are appropriate, as defined in BS7370-2:1994, as a substitute for sweeping.
- However, they **must not** be used:
- a) Between the hours of 18.00 and 07.30 inclusive
 - b) In wet conditions
 - c) In areas where they are likely to cause a nuisance (e.g. in close proximity to housing, in elderly persons dwelling gardens, or close to schools)
- 1.1.11 The AO reserves the right to instruct the Contractor to cease grass cutting operations on certain sites, or in total, during periods when ground conditions are so wet that continuing to cut the grass may cause damage to the sward or the surface of the ground, in the opinion of the AO.
- 1.1.12 During periods when conditions are so wet as to prevent grass cutting occurring without causing damage to the surface or levels of the ground, or producing divots, the Contractor shall, with the approval of the AO, cease grass cutting operations. The Contractor shall be required to resume work as soon as possible in accordance with the schedule and catch up with any work not completed to the required standard within a time deemed as reasonable by the AO.
- 1.1.13 During the period of the Contract no growth regulators or herbicides shall be applied to any area of turf without the approval by the AO.
- 1.1.14 Areas where flowering bulbs have been naturalised shall be left uncut for a minimum period of six weeks and a maximum of eight weeks, after flowering has finished. Following instructions from the AO, the Contractor shall cut these bulb areas and remove all arisings on the same day of cutting. Prior to leaving the site, the contractor shall ensure the grass is left to the same standard as found in the surrounding areas. All areas must be cleared within a maximum of 14 days from receiving the instruction to cut. The Contractor shall make allowance for this operation in his general

rates for grass cutting. This shall also apply to any "new" areas of bulb planting which may take place during the Contract period.

- 1.1.15 In areas where moles are active, the Contractor shall distribute the soil evenly around the surrounding area from the molehill prior to mowing. If requested by the AO, the Contractor shall remove the soil off the site.
- 1.1.16 Whilst mowing within cemeteries due consideration must be given at all times to members of the public visiting graves, as well as to the protection of the grave stones themselves. The Contractor should be prepared to adjust his work programme accordingly. All mowing shall cease to allow for funerals to take place. All manpower and machinery to be withdrawn from the area of the burial until the mourners have left the cemetery.
- 1.1.17 During the winter months on high profile amenity areas the contractor will edge back grass areas where they meet hard surfaces. A half moon edging iron shall be used to cut the turf back to the hard surface. A line or edging board shall be used where appropriate and all curves shall be clean, free flowing lines. As part of the edging operation any weed growth on path edges, gutters etc. within a 14 day period and adjacent to the grass area shall be scraped out and removed, unless otherwise instructed by the AO.
- 1.1.18 Where application of herbicide to obstacles or selective weed killing is specified, to take place in respect of grassed areas; operations shall be carried out twice a year with reference to specification 5 Chemical Applications.
- 1.1.19 Where a fertiliser is specified under maintenance of high profile amenity areas, the contractor shall apply a liquid fertiliser, with the make up of 12N-0P-2K-2Fe+0.5mg or similar, approved by the AO. This shall be applied to the manufactures recommendations in the second week of June prior to anticipated rain. To prevent scorching the contractor should include the possibility that hand watering may be required.
- 1.1.20 In addition to the general requirement to remove leaves prior to mowing, where leaf removal is specified as an included operation, during the Autumn months the contractor will be required to remove any build-up of leaves to ensure a healthy sward is maintained, all collected leaves shall be removed from site and taken to a recycling centre approved by the AO.

1.2 High Profile Amenity Areas (A Cut)

- 1.2.1 Unless otherwise approved by the AO rear roller propelled cylinder mowers shall be used with a front roller to control the height of cut. The maximum size mower permitted on amenity box mown areas to be 600mm cutting width unless otherwise specified.

1.3 General Amenity/Verge Areas (B Cut)

- 1.3.1 On these areas to maintain a high standard of finish a mixture of both cylinder, rotary or mulch/recycling mowers may be used to ensure the

specified standard is achieved. This can be dependent on the size of area being cut, conditions, and the time of year, i.e. the need to control bents.

1.4 Sports Pitch Areas (C Cut)

1.4.1 Football, Rugby and Cricket Outfields

Tractor drawn or ride on cylinder mowers shall be used on Football and Rugby pitches, however, a cut and collect machine will be used for the athletics facility.

1.4.2 Cricket Squares (C1 Cut)

1.4.2.1 Cricket squares will be cut with a rear roller propelled cylinder mower with a front roller to control the height of cut. The maximum size mower permitted on cricket squares is 600mm cutting width unless otherwise approved by the AO.

1.4.2.2 The Contractor will ensure cuts are clean and cause no damage to the grass sward. The Square must be cut in a way to produce a striped effect along the direction of play.

1.4.2.3 When mowing the square tip back the mower at areas of newly emerged grass seedlings until seedlings become established.

1.4.2.4 The contractor will be required to raise the height of cut of season. All arisings and leaves shall be removed from site and taken to a recycling centre approved by the AO.

1.5 Flailed Areas (D Cut)

1.5.1 A rear or side mounted tractor rotary/flail shall be used on these areas.

1.6 Wild Flora areas

These areas will fall into three main categories:-

1.6.1 Combination Meadow (E Cut)

- 1.6.1.1 Grassland areas allocated under this specification will be left to grow and flower in the early months (i.e. January to late May) cut, left to grow and flower again during the summer months and then cut a second time in late September, unless instructed otherwise by the AO. On both cuts all arisings will be removed from site and disposed of in a way approved by the AO. On both occasions the grasses will have reached a height of up to 1000mm, recommended cutting machinery for this operation would be a reciprocating blade mower (such as an Allen scythe), which can cut the tall grassland at a single point near the ground level, thus facilitating removal of the arisings. If it is the Contractor's intention to bale the "hay crop" to facilitate removal, any income arising from the sale of the hay will accrue to the Contractor.
- 1.6.2 Spring Flowering Meadow (F cut)**
- 1.6.2.1 Grassland areas allocated under this specification will be left to grow, and flower, uncut during the spring months (i.e. left uncut from January to June each year).
- 1.6.2.2 Unless otherwise instructed by the AO a "hay crop" will be taken between mid-June/early July, the grass which has been allowed to grow in the Spring (to a height of 500-800 mm) will be cut by the Contractor to a height of approximately 100mm. When dried (no sooner than one week and no longer than two weeks after cutting) all arisings will be removed from the site and disposed of in a manner approved by the AO. If it is the Contractor's intention to bale the "hay crop" to facilitate removal, any income arising from the sale of the hay bales will accrue to the Contractor.
- 1.6.2.3 Recommended cutting machinery for this operation would be a reciprocating blade mower (such as an Allen scythe), which can cut the tall grassland at a single point near to ground level, thus facilitating removal of the arisings. For larger areas, agricultural cutting machinery is recommended alongside the use of a forage harvester or baling machine. It is essential that the grass is properly dried before bailing. Hay bales will be removed from site immediately after production.
- 1.6.2.4 In addition to the "hay crop" the contractor will carry out three more cuts through to the end of the growing season (i.e. August, September and October). Recommended machinery for this operation is a rear or side mounted rotary/flail. The arisings produced from this operation may be left on site.
- 1.6.3 Summer Flowering Meadow (G Cut)**
- 1.6.3.1 Grassland areas located under this specification will be left to grow and flower during the summer months (i.e. will be left uncut from early June to late September each year).

- 1.6.3.2 Prior to the "hay crop" during the spring months the contractor will carry out two cuts (April, and early May). The grass will be cut to a height of approximately 100mm, and arisings may be left on site. Recommended machinery for this operation is a rear or side mounted rotary/flail
- 1.6.3.3 From early June to late September the grasslands will be left uncut until a "hay crop" is taken.
- 1.6.3.4 A "hay crop" will be taken by the Contractor in late September; the grass which has been allowed to grown during the summer (to a height of up to 1000mm) will be cut to a height of approximately 100mm. Recommended cutting machinery for this operation would be a reciprocating blade mower (such as an Allen scythe). When dry (no sooner than one week and no longer than two weeks after cutting) all arisings will be removed from the site and disposed of in a way approved by the AO. If it is the Contractor's intention to bail the "hay crop" to facilitate removal, any income arising from the sale of the hay will accrue to the Contractor.

1.7 Grass Maintenance Performance Schedule

Category	High Profile Amenity Areas (A Cut)	General Amenity areas/Verges (B Cut)	Sports Pitch Areas (C Cut)	Cricket Squares (C1 Cut)	Cricket Wicket (C2 Cut)	Flailed Areas (D Cut)	Wild Flora Areas (E, F & G Cut)
Type of Machine	Cylinder	Cylinder/Rotary	Cylinder	12/16 bladed Cylinder	12/16 bladed Cylinder	Flail/Strimmer	Reciprocating/Baler/Flail
Max Permitted Length of Grass	40mm	75mm	50mm	12mm Summer 20mm Winter	5mm	300mm	800mm-1000mm
Length of Grass After Cutting	20mm	25mm	25mm	8mm Summer 15mm Winter	4mm	40mm	100mm
Distribution of Clippings	Collected	Flown and evenly distributed	Flown Football/Rugby/Cricket Outfield Collected Athletics	Collected	Collected	Flown and evenly distributed	Collected & Flown
Edges to Borders and Beds	Clipped at same time of Cutting	Clipped at same time of Cutting	N/A	N/A	N/A	N/A	N/A
Clearing of Hard surfaces	Removal of grass clippings from footpaths and water course same day as cut	Removal of grass clippings from footpaths and water course same day as cut.	Removal of grass clippings from footpaths and water course same day as cut	N/A	N/A	Removal of grass clippings from footpaths and water course same day as cut	Removal of grass clippings from footpaths and water course same day as cut
Follow Up	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	N/A	N/A	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas	Strimming of all obstacles and edges of watercourses, kerb lines and planted areas
Included Operations	Removal of Litter Apply a suitable herbicide around Tree Bases, Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas Half Moon Edging Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Apply a suitable herbicide around Tree Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas	Removal of Litter Apply a suitable herbicide around Tree Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Leaf Clearance Apply Selective Herbicide Apply Fertiliser (Spring/Summer/Autumn/Winter)	Removal of Litter Apply a suitable herbicide around Tree Bases, Obstacles, Fence Lines, Wall Bases etc. within Grass Maintained Areas	Removal of Litter

SECTION 2

SPORTS PITCH MAINTENANCE

2.0 SPORTS FACILITIES

2.1 General Conditions

2.1.1 The Contractor shall allow for and provide all labour, plant, equipment and materials (except where notified) necessary to carry out the maintenance of Sports Facilities in the manner set out in the following Specification.

2.1.2 Mowing General Sports

2.1.2.1 The Contractor shall adhere to the Grass Cutting Specification for the maintenance of grass areas at Sports Facilities, Specification 1.0 and BS7370 Part 3 1991 and European equivalents.

2.1.2.2 At the request of the AO, the Contractor shall mow the pitches during periods of drought where the main objective is to remove bents. The Contractor shall cut the pitch and the surrounds to the field boundary line using an approved rotary mower. The normal period for this will be during dry periods over the summer months, and will be instead of normal mowing detailed in Specification 1.0.

2.1.3 Marking Out General Sports

2.1.3.1 Sports facilities shall be marked and ready for use by the dates shown below (these being subject to amendment at the discretion of the AO):

	Start Date First Saturday After	Finish Date Last Friday Before
Football & Rugby	1 st August	30 th April
Athletics	1 st April	30 th September
Cricket	1 st May	30 th September

2.1.3.2 All markings shall be carried out in accordance with the current requirements of the sport's governing body, which may be subject to change during the course of the contract. The positioning of pitches shall be approved by the AO. All angles and lengths should be true and lines straight.

2.1.3.3 All markings shall be carried out using materials approved by the AO, the use of creosote, lime, any pesticide or herbicide or other unapproved additive will not be permitted. All whitening shall be supplied by the Contractor, who must ensure that he is never without supplies. The Contractor shall ensure that the marking mix and the applicator are suitable for the prevailing ground and weather conditions. The Contractor shall ensure that the marking compound is of sufficient strength to persist for at least one week even under adverse weather conditions.

2.1.3.4 Wet Line marking shall be undertaken with a compound mix approved by the AO. The Contractor must, prior to the commencement of the contract, provide the AO with a list of the constituents of the Wet Line marking mix.

- 2.1.3.5 If ground conditions require or at the request of the AO, Dry Line marking shall be undertaken using material approved by the AO. The AO must be informed in advance of the commencement of work. The Contract shall use only approved dry line marking compound with binding compound included to ensure the marking compound holds on contact with a wet surface. Dry Line marking shall be paid for according to Schedule of Rates.
- 2.1.3.6 The Contractor shall ensure that no spillage of whitening occurs. If there is a spillage of wet or dry line marking mix it will be cleaned up immediately at the contractors own expense.
- 2.1.3.7 In certain conditions where light snow or leaves would impede the line marking operation, the Contractor must clear the lines before the commencement of marking operations; this operation shall use a blower approved by the AO.
- 2.1.3.8 On pitches specified, the Contractor shall over mark sports pitches either by wet or dry line markings to ensure that lines are clearly defined at all times during the playing season. The Council will not make additional payments for remarking from scratch when lines are lost due to grass cutting operations or lack of regular white lining. The AO will enforce the Default procedure to ensure full compliance with this important requirement.
- 2.1.3.9 Immediately prior to carrying out initial marking of pitches, a 500mm wide strip of grass, a minimum of 250mm either side of the agreed position of the lines shall be cut to ensure that the height of sward does not exceed 20mm. The areas to be marked should be free of grass cuttings, and the Contractor should make allowance in his rates for the use of box mowers. After the initial mowing and marking out, the lines will be mown out as required before over marking, with a rotary mower as agreed and approved by the AO.
- 2.1.3.10 The Contractor will ensure that following the completion of marking out, all machines are washed out and the remaining marking compound disposed of in a safe manner with due regard to the environment.

2.1.4 Selective Herbicide Application General Sports

- 2.1.4.1 The Contractor shall allow for the supply and application of an approved broad-spectrum selective herbicide to grass of all sports facility locations. The herbicide shall be applied strictly in accordance with the manufacturer's instructions at the recommended rates and with full regard for the C.O.S.H.H. Regulations. All as Specification 5.0 "Chemical Applications". When using any pesticide the Contractor must have due regard for the environment, facility users, wildlife, operatives, and the facility itself. The Contractor must notify the AO in writing 24 hours before commencing the application of any pesticide. The application of pesticides shall take into account any current Council policies on the environment, which may be subject to change during the course of the Contract.

- 2.1.4.2 Each sports facility location specified shall receive two applications of selective herbicide, one in the last two weeks of April and another in September. The AO must be issued with a spraying programme to ascertain when spraying operations are due to take place. Where grass seed is to be sown during the same period, the Contractor shall ensure that herbiciding is done sufficiently prior to sowing so as not to adversely affect grass seed germination. If herbicide does damage germinating grass, it must be put right at the Contractor's own expense.
- 2.1.4.3 The Contractor shall not spray in weather conditions likely to cause spray drift or when wet weather is imminent, or in particularly dry periods.
- 2.1.4.4 The grass shall not be cut within the three days either prior to or following the application of herbicide. The Contractor should be aware that fixtures are normally held on a Saturday or Sunday, and that the Contractor should check with the AO before commencing spraying to ensure that no fixtures are booked during this period.
- 2.1.4.5 The Contractor shall carry out monthly in season maintenance to all playing surfaces when ground conditions allow, unless otherwise directed by the AO:
- 2.2.3 Rolling (Football, Rugby and Cricket)
 - 2.2.4 Spiking (Football and Rugby)
 - 2.2.5 Harrowing (Football and Rugby)
- 2.1.4.6 The Contractor shall ensure that any operation on the playing surface such as mowing, harrowing and rolling are programmed to be carried out when they would not adversely damage the grass surface or the pitch markings. If the line marking or playing surface are affected by such operations the Contractor will be required to re-mark the lines and reinstate such damage to the satisfaction of the AO, at the Contractor's own expense.
- 2.1.4.7 Cricket Squares shall be of smooth and even surface, and maintained in a condition which will allow for a true and consistent bounce which will not shoot or lift dangerously when struck by a ball. Its pace should deviate only as a result of the angle of impact or degree of rotation imparted by the bowler. The crease must be consolidated to withstand the pounding of the bowler's feet without forming holes.
- 2.1.4.8 Prior to carry out any maintenance to sports areas, all litter, stones and other debris, irrespective of its source shall be cleared from site and disposed of by the Contractor to an approved recycling centre at his own expense.

2.2 Football and Rugby Pitch Maintenance

2.2.1 Site Inspection & Litter Picking

- 2.2.1.1 All sports pitches shall be inspected by the contractor during line marking operations, once per week during the playing season (usually on a Thursday or a Friday), and made clean and tidy and ready for play. Inspection sheets should be sent to the AO before 12pm on Friday. At each inspection any stones, litter and/or other debris found on the pitches or closely adjacent shall be collected and removed from site. Glass or other harmful objects shall be removed immediately, whether they are discovered during regular inspections or during other visits or brought to the attention of the Contractor by the AO. Any missing socket covers must also be reported immediately to the AO.
- 2.2.1.2 At the time of marking operations, the Contractor shall carefully examine the surface to ensure that there are no holes, ruts, or any other feature likely to cause injury to facility users. In the event that any dangerous areas are found they should be immediately be rectified and filled with an approved soil/sand and seed mix.
- 2.2.1.3 The next working day following the completion of a match/fixture the Contractor shall inspect the pitch and the posts. All divots shall be replaced and firmed into place to form a consistent level with the immediate surrounds. Any acts of vandalism to the pitch or related equipment must be reported by the Contractor to the AO immediately in writing.
- 2.2.1.4 All items maintained by the Contractor on this site must be inspected during other operations and any damage or irregularity reported immediately to the AO.

2.2.3 Rolling (Football and Rugby)

- 2.2.3.1 The Contractor shall allow for the rolling of all pitches to achieve a level profile and a firm surface, to be carried out each month throughout the playing season timing to be agreed by the AO. This should be carried out with regard to the prevailing weather conditions and not when the ground conditions are unsuitable which may damage the playing surface. This should be carried out using a tractor drawn roller at least 3m wide and weighing between 1000kg and 1500kg.
- 2.2.3.2 Rolling shall be carried out in one pass in one direction longitudinally. The type of roller must be approved by the AO. Any large stones or potentially hazardous objects are to be removed from the pitch before rolling commences and taken to a designated site for disposal.

2.2.4 Spiking (Football and Rugby)

2.2.4.1 In order to give players, and in particular goalkeepers, a flat dry surface, the Contractor shall be required to aerate all Rugby and Football pitches and cricket outfields using 100mm – 150mm spikes, hollow tines or slit tines at maximum 300mm centres to their full depth, each month throughout the playing season timing to be agreed by the AO. The machine passes must overlap by 300mm on each run.

2.2.4.2 The spiking machinery must be approved by the AO, and works shall only be carried out when ground conditions are suitable, not when the ground is too wet, frosted or covered with snow.

2.2.5 Harrowing (Football and Rugby)

2.2.5.1 During the playing season the Contractor shall allow for the harrowing of all pitches to maintain surface levels, to be carried out each month throughout the playing season timing to be agreed by the AO.

2.2.5.2 Harrowing shall be carried out in one pass in one direction longitudinally. Harrowing machinery shall be approved by the AO.

2.2.6 Over marking (Football, Rugby)

2.2.6.1 The Contractor shall over mark all of the football and rugby pitches listed weekly during the playing season. The Contractor must expect to mark the pitches between Christmas and New Year.

2.2.6.2 As most matches are played on weekends, over marking will be carried out on either Thursday or Friday of each week. The Contractor shall ensure that the pitch measurements remain accurate during the marking process. Throughout the season, all lines shall be clear and true.

2.2.7 Fertiliser Application (Football, Rugby)

2.2.7.1 The Contractor shall inform the AO in writing 24 hours before the commencement of fertiliser applications. The Contractor shall submit samples, for approval by the AO, of the fertiliser he intends to apply to the pitches before the commencement of operations.

2.2.7.2 In the last two weeks of April the Contractor will supply and apply to the surface of the pitches an approved application of Spring and Summer fertiliser of the ratio 20:10:10 N: P: K which will be applied at a rate of 25g/m².

2.2.7.3 In September the contractor will supply and apply to the surface of the pitches an approved application of Autumn and Winter fertiliser of the ratio 4:7:7 N: P: K which will be applied at a rate of 35/m².

2.2.7.4 Fertiliser must not be applied in windy conditions or periods of drought. Applications should be made when rain is imminent; otherwise the area

must be irrigated at the Contractor's own expense to avoid fertiliser scorch. The fertiliser shall be evenly spread at the correct rate over the whole surface of the playing area, ensuring that there are no overlaps or gaps between passes. This shall be by mechanical means approved by the AO, except for any areas, which have recently been re-seeded.

2.2.8 Sanding and Forking

2.2.8.1 At the request of the AO, the Contractor will be required to aerate worn areas such as the goal mouths (35m²) and centre spot areas, as directed by the AO. Payment for this element of work will be on the basis of area treated, and rates contained within the Schedule of Rates.

2.2.8.2 The application of sand may be requested by the AO for the purpose of counteracting wet ground conditions. The main period for sanding shall be between weeks 45-08 but the Contractor must ensure that sufficient supplies of sand are available at all times and at short notice.

2.2.8.3 On receipt of an instruction from the AO, the Contractor will spread; rake or lute level approved sand to a depth of approximately 10mm on areas to be specified. The Contractor will include in his rate to fork the area prior to applying the sand, to a depth of 150mm, at 150mm intervals, and removed without causing major disturbance to the playing surface.

2.2.8.4 Sand shall be spread to areas requested by the AO to a true and even finish and drag brushed in where necessary. Payment for this work will be on the basis of area treated at approximately 4.5kg/m², and rates contained in the Schedule of Rates, one being for two average goal mouths and a centre circle (totalling 75m²) and the other being for a whole pitch.

2.2.8.5 Sand for top dressing shall conform to BS7370/BS3882 and European equivalents and consist of the following proportions:

Category	Diameter	Percentage
Stones	> 8mm	0
Coarse Gravel	8mm – 4mm	0
Fine Gravel	4mm – 2mm	5
Very Coarse Sand	2mm – 1mm	13
Coarse Sand	1mm – 0.5mm	17
Medium Sand	0.5mm – 0.25mm	44
Fine Sand	0.25mm – 1.125mm	19
Very Fine	0.125mm – 0.05mm	2
Silt and Clay	< 0.05mm	0

2.2.8.6 The Contractor shall ensure that the addition of sand does not lead to the build-up of "shoulders", especially where it would reduce the clearance height to the goal post crossbar to below the regulation height. Action to correct such a build-up shall be at the Contractor's own expense.

2.2.9 Erection and Removal of Posts

- 2.2.9.1 At the end of the playing season, as instructed by the AO, all football and rugby posts shall be labelled to ensure that they can easily be reassembled at the correct site the following season. They shall then be dismantled and transported by the Contractor and placed in a designated safe and secure storage area approved by the AO until required for use the following season. "One Set" shall mean both sets of posts on one pitch.
- 2.2.9.2 Prior to the start of the Football playing season and timed as instructed by the AO, the Contractor shall collect, visually inspect and erect all football posts into their respective positions. Grease shall be used to ease posts into socket positions. Rugby posts are not generally to be removed, unless there is a specific request from the AO. The Contractor shall submit a Schedule of Rate for the hire of approved specialist equipment in such circumstances.
- 2.2.9.3 Care shall be exercised by the Contractor during the process of erecting, dismantling and storage of the posts. Any damage caused by the Contractor to the posts or sockets shall be repaired or replaced at his own expense.
- 2.2.9.4 During pre-match operations, the Contractor shall regularly inspect the posts whilst they are erected: it is the Contractor's responsibility to ensure that posts remain securely fixed and maintained in a safe condition at all times. The cost of this shall be included in the rate submitted for the marking out of pitches. Any damage or fault shall be reported to the AO immediately in writing, giving full details of the observed fault or damage.

2.2.10 Painting of Posts

- 2.2.10.1 At the end of the season and before the football posts are dismantled, both the football and rugby posts shall be inspected by the AO to ascertain their condition and whether painting of the posts is required. The AO shall report findings to the Contractor, and issue instructions as to which posts shall be repainted. Football posts shall be painted following their dismantling, and rugby posts shall be painted in situ.
- 2.2.10.2 Before painting, each post shall be thoroughly washed to remove any dirt or grease. Posts shall then be brushed down by the use of a wire brush or similar implement to remove stubborn dirt, rust and flaking or loose paint.
- 2.2.10.3 When dry, each post shall be painted with a primer, an undercoat and when ready a gloss coat of white lead free paint approved by the AO.
- 2.2.10.4 Any painting shall be carried out indoors in a well ventilated area, or, particularly in the case of rugby posts, outdoors in suitable dry weather conditions but not when wet weather is imminent, or in frost. All work of this nature shall be paid in an agreed Schedule of Rates.

2.2.11 Post Sockets (Football)

- 2.2.11.1 Prior to the erection of the posts, the Contractor shall inspect all post sockets for signs of damage, rot, blockage, corrosion or instability, and the results shall be submitted promptly in writing to the AO. This inspection should be undertaken 6 weeks before the marking of pitches. All sockets shall be cleaned out prior to the erection of the posts. The Contractor should at this time formally request that the AO to supply any replacement sockets required.
- 2.2.11.2 All new sockets shall be set in the ground according to manufacturer's instructions and the grass surrounds reinstated. Payment will be according to Schedule of Rates.
- 2.2.11.3 At the end of the playing season all sockets shall be sealed by a suitable method approved by the AO, to prevent soil, debris etc., clogging the sockets. The top 50mm of the sockets shall then be filled with soil to finish at ground level. The Contractor should allow in his rates for the random recovery and reinstatement of socket covers and fillings to ensure that they remain in place throughout the closed season.
- 2.2.11.4 If Rugby Posts are removed the Contractor shall maintain these post sockets as above.

2.2.12 Post-Season Renovation

- 2.2.12.1 One month before the completion of the Football and Rugby season as determined for each site, the Contractor will be required to inspect, in conjunction with the AO, all pitches to ascertain the renovation works necessary to goalmouths, penalty areas, and centre circles. The contractor should allow in his rates for renovating an area equivalent to one third of each pitch. However any additional area, which is showing signs of bad wear, will be paid in accordance with the schedule of rates.
- 2.2.12.2 It is essential that operations progress quickly, to ensure the rapid recovery of the grass sward. Consequently, on receipt of an instruction from the AO to carry out the agreed renovation works, the Contractor shall start within 5 days of the end of the playing season and completed all post season renovations within 14 days of starting the works. All materials shall be supplied by the Contractor and included in his rates for sports pitch maintenance.
- 2.2.12.3 The areas requiring renovation will need to be cultivated using methods, materials and equipment approved by the AO. The order the operations are to be carried are:
- a) Application of pre-seeding fertiliser.
 - b) One pass slit/punch seeder machine.
 - c) Application of approved topdressing.
 - d) Watering

- 2.2.12.4 A granular pre-seeding fertiliser will be applied to the area at the ratio of 6:9:6 N: P: K as approved by the AO at a rate of 35g/m².
- 2.2.12.5 The one pass slit/punch seeder shall treat the agreed areas of each pitch ensuring that the seed is sown at a rate of 25g/m² in the slit/hole created. The seed mix shall contain 80% wear tolerant fine leaved Ryegrass and 20% smooth stalked Meadow grass or similar as approved by the AO. The second operation of the machine should cover the seed and the third operation should be a light roll to leave a level surface. The contractor shall ensure there are no gaps between passes.
- 2.2.12.6 The approved topdressing shall be spread evenly over the renovated areas, and worked well into the sward by the use of a drag mat/brush leaving a level surface.
- 2.2.12.7 The Contractor shall allow in his renovation rate to supply and apply sufficient water to moisten the soil to a minimum depth of 50mm, as required, to ensure that a healthy sward is established ready for play the next season.
- 2.2.12.8 Should, in the opinion of the Contractor, ground conditions be such that it is not possible to carry out these elements of work within the time period set, the Contractor should notify the AO as early as possible, who may at their discretion set an amended completion date, compliance with which should be treated in the same manner.

2.3 Athletics Facility

2.3.1 General Conditions

- 2.3.1.1 The Athletics Facility is situated at Drayton School, Drayton Road, Banbury. The Athletics facility is managed and booked by through the Council. For the purposes of this specification the Athletics area is deemed to be the whole of the open space up to and enclosed by the fence surrounding the synthetic track. The facility consists of the track, steeplechase, run-ups for long jump, high jump, triple jump and pole vault and three associated sandpits. The large grassed area enclosed by the track is used for various field events such as shot putt, javelin, hammer and discus. You will be required to carry out the following operations on the Athletics Facility.

2.3.2 Inspection & Litter Picking

- 2.3.2.1 All sports pitches shall be inspected during line marking operations, once per week during the playing season (usually on a Thursday or a Friday), and made clean and tidy and ready for play. At each inspection any stones, litter and/or other debris found on the pitches or closely adjacent shall be collected and removed from site. Glass or other harmful objects shall be removed immediately, whether they are discovered during regular inspections, during other visits or brought to the attention of the Contractor by the AO.

2.3.2.2 At the time of marking operations, the Contractor shall carefully examine the surface to ensure that there are no holes, ruts, or any other feature likely to cause injury to facility users. In the event that any dangerous areas are found they should be immediately be rectified and filled with soil/sand and seed.

2.3.2.3 The next working day following the completion of a match/fixture the Contractor shall inspect the pitch and the posts. All divots shall be replaced and firmed into place to form a consistent level with the immediate surrounds. Any acts of vandalism to the pitch or related equipment must be reported by the Contractor to the AO immediately in writing.

2.3.2.4 All items maintained by the Contractor on this site must be inspected during other operations and any damage or irregularity reported immediately to the AO.

2.3.2.5 The Contractor must ensure that any litter or debris is removed from any sports area prior to carrying out any operations on the site.

2.3.3 Mowing

2.3.3.1 The Contractor shall carry out general mowing all as Specification 1 Sports pitch mowing for the Athletics Facility.

2.3.3.2 When crossing the artificial track with machinery, equipment or materials the Contractor must exercise extreme care not to damage the surface. If the track is damaged, the Contractor will be held responsible for any repair or replacement costs resulting. The Contractor shall take care when crossing the track not to drive over the aluminium kerbing, but shall instead cross from the track to the central grass at designated access points where removable kerbing has been installed. When crossing the track the Contractor shall include in his mowing price for the laying of polythene sheeting and approved boarding to protect the track and spread the load.

2.3.4 Marking Out of Grass

2.3.4.1 The marking out of artificial surfaces is undertaken as a separate specialist contract.

2.3.4.2 Prior to the commencement of the Athletics season, the Contractor shall mark out field events all as specification clause 2.1.3 ensuring all marking conform to the current AAA regulations.

2.3.4.3 The Contractor shall allow for the Overmarking of the Field Events markings once per week from 1st April to 30th September inclusive. This shall be on a Thursday or Friday, in preparation for weekend fixtures, unless otherwise instructed by the AO. Prior to over marking the lines shall be mown as per specification 2.1.3.9.

2.3.5 Field Event Maintenance

- 2.3.5.1 The run-ups for javelin, long, triple and high jumps and the pole vault have all weather synthetic Polyflex 950-4 surfacing edged with PCC kerbing. The Throwing circles for Hammer, Discus and Shot Putt are of concrete construction. The Contractor shall edge up to concrete (e.g. kerbs, slabs, and the discus circle) using a half-moon edging iron.
- 2.3.5.2 The cleaning operations of the hard surfaces associate with the field events shall be undertaken during the "off season" as and when determined by the AO and paid for in accordance with Schedule of Rates.
- 2.3.5.3 Jumping pits shall be maintained immediately preceding the marking of Athletics Facilities. The whole pit shall have the sand weekly raked level with the pit surrounds and deleterious material (e.g. litter, stones, glass, etc.) removed. The grass, slabs or tarmac around the pits and the associated run-ups shall be swept once per week during the season.
- 2.3.5.4 The contractor shall, once per month throughout the athletics season, ensure that the surrounds of all throwing and jumping areas are cut, or edged back to ensure that the facility remains maintained in a tidy state. Before the start of the season this shall be done with a half-moon edging iron, and on the other six occasions edging sheers shall be used. The Contractor shall supply and apply an approved herbicide once per annum to the hard surfaces around the jumps, in accordance with Specification 5.0.
- 2.3.5.5 Between weeks 10 and 12 inclusive the pits shall once per annum be completely dug and riddled as required to remove any debris and weeds. Fresh white sand approved by the AO, sample to be and supplied by the Contractor prior to purchase, shall then be added to the pits by the Contractor in sufficient quantity to bring the surface of the sand, when raked, level with the pits surrounds.
- 2.3.5.6 Once a year the Contractor shall clean all Charmin Safticurb drainage kerbs on the outside perimeter of the track by rodding and jetting and all gully pits and catch pits shall be cleared out.
- 2.3.5.7 The Contractor shall between weeks 10 and 12 inclusive supply and apply one application of herbicide to the base of the hammer and discus net, in accordance with Specification 5.0.
- 2.3.5.8 The Contractor shall once per annum supply and apply a herbicide to the track kerbing to kill the weeds/moss immediately either side of the kerbing, in accordance with Specification 5.0.

2.3.6 Cleaning the Athletics Artificial Surfaces

- 2.3.6.1 The Contractor shall price a rate to hose down the artificial areas using a high-pressure water hose. This work will only be carried out following receipt of written instructions from the AO. The Contractor shall allow for an annual wash down of these areas using water and a non-foaming

detergent, approved by the AO, which shall be brushed onto the surface to prevent a build-up of atmospheric dirt deposits to maintain a clean appearance. This shall be paid for in accordance with Schedule of Rates.

- 2.3.6.2 The Contractor shall clean the 400m of aluminium inner kerbs monthly during the athletics season using an approved liquid detergent and a damp cloth.
- 2.3.6.3 The Contractor shall keep the artificial surfaces of the track and runways clear of grass cuttings, leaves and sand and any other debris not covered under litter as defined at 6.3.1 by sweeping/vacuuming fortnightly during the athletics season. This should be done using a stiff broom or using an approved light ride-on sweeper with rotary nylon or polypropylene bristle brushes (not with wire brushes) as appropriate. The exception to this shall be the Throwing circles which shall be brushed weekly, on a Friday, from 1st April to 30th September only. Arisings will be removed to a designated site for disposal. Artificial surfaces shall be maintained by the Contractor in accordance with the manufacturer's specifications for such playing surfaces.
- 2.3.6.4 Care should be taken by the Contractor that machines crossing the track do not spill any petrol, diesel or other oil onto artificial surfaces. Any such deposits must be immediately removed using detergent and water, at the Contractor's own expense.

2.4 Cricket Square Maintenance

2.4.1 Switching and Brushing

- 2.4.1.1 Prior to carrying out any other operations the contractor will switch or brush the square with either a cane, drag mat or drag brush, to ensure that any worm casts and early morning dew are removed from playing surface.

2.4.2 Cricket Square Preparation

- 2.4.2.1 Before the commencement of the cricket season the table shall be squared by 3/4/5 triangulation, optical sight square or other approved method. The wickets will then be cut and marked parallel to the corners of the square. The square shall have room for ten 3m wide wickets.
- 2.4.2.2 The Contractor will carry out scarification of the table in two contra directions. The playing surface will be scarified with an AO approved pedestrian motorised scarifier set to operate at soil surface, the aim being to remove stolons, weed grasses, thatch and dead matter. All debris from this operation will be collect by box mowing and disposed of away from site to an approved tip.
- 2.4.2.3 The contractor will carry out a roll to achieve a firm and level playing surface. Passes shall be made in contra directions using a roller weighing between 500kg and 1000kg, type to be approved by the AO. The

Contractor must ensure that the table is not too wet, too dry or frosty (surface water should not be present as roller moves along).

2.4.3 Fertiliser Application

- 2.4.3.1 The Contractor shall inform the AO in writing 24 hours before the commencement of fertiliser applications. The Contractor shall submit samples, for approval by the AO, of the fertiliser he intends to apply to the pitches before the commencement of operations.
- 2.4.3.2 In April the Contractor will supply and apply a fine turf fertiliser at a rate of 30g/m² or as specified by the fertiliser manufacturer. The fertiliser shall have an N:P:K ratio of 14:2:7.
- 2.4.3.3 In September the Contractor will supply and apply a fine turf Autumn/Winter fertiliser at a rate of 35g/m² or as specified by the fertiliser manufacturer. The fertiliser shall have an N:P:K ratio of 5:5:12 + 6% iron.
- 2.4.3.4 Fertiliser must not be applied in windy conditions or periods of drought. Applications should be made when rain is imminent; otherwise the area must be irrigated at the Contractor's own expense to avoid fertiliser scorch. The fertiliser shall be evenly spread at the correct rate over the whole surface of the playing area, ensuring that there are no overlaps or gaps between passes. This shall be by mechanical means approved by the AO, except for any areas, which have recently been re-seeded.

2.4.4 Fungicide/Insecticide/Lumbricide/Moss Applications

- 2.4.4.1 The contractor shall inspect the cricket square weekly for any signs of fungal, insect or moss development and report any findings to the AO.
- 2.4.4.2 If any fungi is identified the Contractor will make any necessary applications of an approved broad spectrum fungicide to the square to eradicate and control any fungi infections.
- 2.4.4.3 To control any turf pests the contractor will make any necessary applications of an approved broad-spectrum or contact insecticide to keep the square free from fine turf pests like leather jackets, chafer grubs, etc.
- 2.4.4.4 To control worm activity on the square the contractor will make any necessary applications of an approved lumbricide.
- 2.4.4.5 To control the development of moss on the square the contractor will make any necessary applications of an approved moss killer.

2.4.5 Rolling

- 2.4.5.1 The contractor will carry out a roll once per month to achieve a firm and level playing surface. Passes shall be made in contra directions using a roller weighing between 500kg and 1000kg, type to be approved by the AO. The Contractor must ensure that table is not too wet, too dry or frosty (surface water should not be present as roller moves along).

2.4.6 Irrigation

- 2.4.6.1 The Contractor may be required to supply irrigation equipment, approved by the AO, to irrigate the square during the playing season where periods of insufficient rainfall could lead to deterioration of the grass sward. This operation will be paid for at the schedule of rates.

2.4.7 Post-Season Renovation

- 2.4.7.1 The Contractor will, within two weeks of the end of the playing season, thoroughly scarify the entire surface of the table to remove all thatch, stolons, weed grasses, weed and dead material. Scarification should be carried out so that the soil is clearly visible between the grass plants and with a tine penetration not normally exceeding 9mm. Arisings shall be removed from site and taken to a recycling centre approved by the AO.
- 2.4.7.2 After scarification, the table will be mown to a height of 10mm. Cuttings shall be removed from site and taken to a recycling centre approved by the AO.
- 2.4.7.3 Aeration or spiking shall then take place. This will be carried out in at least two directions to a depth of 100mm minimum with an approved solid tined spiker to relieve surface compaction and with 100 mm minimum centres. Every third year hollow tinning will be required.
- 2.4.7.4 The Contractor shall over-seed table at a rate of 30g/m² with a suitable cricket square mix approved by the AO.
- 2.4.7.5 Following over-seeding, top dressing shall be applied. The top dressing shall be applied at the rate of 3kg/m² where the table has been solid tined and 6kg/m² where the table has been hollow tined. Method of application will normally be by hand or powered equipment approved by the AO. An even spread of top dressing is essential to avoid undulations in playing surface. Unless otherwise instructed by the AO, the top dressing shall be an approved suitable proprietary recommended loam (BS3882:2015), stone-free and having been sifted through a 4mm mesh. No equipment shall be brought onto the table that may cause damage to the surface levels, to the grass sward, any drainage lay outs or nearby water facilities. All such damage shall be repaired at the Contractor's expense.
- 2.4.7.6 As soon as the top dressing is evenly spread over the table, it will be worked into the surface and aeration holes thus creating a level surface. The top dressing will be worked in by use of either a lute, drag mat or drag brush or other method approved by the AO.
- 2.4.7.7 Once the top soil has been worked into the surface, the table will be thoroughly watered with a minimum of 16 litres of water/m².

2.5 Cricket Wicket Maintenance

2.5.1 Wicket Preparation

- 2.5.1.1 A cricket wicket is a strip of turf, 3m wide and 23m long, which is prepared on a cricket square prior to a match. The aim is that the wicket is firm, smooth and flat with no divots, lumps or depressions and free from stones or other foreign bodies. The ball should not be significantly slowed or diverted from its line on impact with the wicket. To achieve a good wicket, the Contractor will follow the routine detailed below no more than two days prior to each game.
- 2.5.1.2 Ensure that the cricket table is squared off before preparing any wickets. Plan the wicket positions so as to gain best use of wickets. Adjacent wickets to the one prepared should never be used for successive matches.
- 2.5.1.3 Measure out centre stump from edge of square.
- 2.5.1.4 Mow out a 3m strip (wicket), i.e. 1.5m each side of the centre of the centre stump. Mowing height will be 4mm. Grass will be double mown (up and down same row) to avoid shading (stripes). All clippings will be boxed and disposed of away from site at an approved Contractor's tip.
- 2.5.1.5 Scarify wicket with either a pedestrian motorised scarifier, which has been approved by the AO or by hand. Mechanical scarification will be done by setting machine to operate just above soil surface to remove stolons, thatch, weed grasses and any dead matter. All debris will be removed and disposed of off-site at an approved Contractor's tip.
- 2.5.1.6 Mow again as described above.
- 2.5.1.7 The contractor will carry out a roll to achieve a firm and level playing surface. Passes shall be made along the wicket in the direction of play with a roller weighing between 500kg and 1000kg, type to be approved by the AO. The Contractor must ensure that table is not too wet, too dry or frosty (surface water should not be present as roller moves along).
- 2.5.1.8 No earlier than two days prior to the match the wicket will be marked out, (Friday for weekend matches). Wicket will be marked out accurately using measuring tape, template or any other method approved by the AO. Crease markings will be marked with a brush using an approved marking compound. Lines will be 25mm wide and no wider and in accordance with cricket rules and regulation dimensions.

2.5.2 Post Match Wicket Repair

- 2.5.2.1 The Contractor will undertake wicket repairs on the first working day following the playing of the game. The Contractor will follow the routine detailed below:

- 2.5.2.2 Brush to remove debris (including boot studs) and dispose of away from site.
- 2.5.2.3 Shallow spike by use of sorrel roller, hand fork or pedestrian operated motorised machine as approved by the AO. This is done to facilitate water penetration (on very hard surfaces irrigation may be necessary to allow entry of tines).
- 2.5.2.4 Using suitable loam, fill in stump holes and repair divots to original level; ensure loam is consolidated by firming. Lift sunken areas with a fork; this allows top dressing soil to filter through holes thus preventing further sinking.
- 2.5.2.5 General worn areas: Using a springbok or lawn rake scratch up a seed bed and over-seed with an AO approved seed mix at the rate of 20-35g/m²; rate depends on extent of baldness. For quick establishment, chitted seed may be used (chitted grass seed is where seed is mixed with slightly moist top dressing mixture and left to start the germination process this mixture gives a better chance of re-established grass growth onto the wicket). Lightly rake in seed to surface. The whole length of the wicket shall be repaired if worn or damaged areas exist; the Contractor will be responsible for achieving the full reinstatement of the grass sward.
- 2.5.2.6 Irrigation: It is essential to irrigate the wicket to re-establish the grass growth on to the worn wicket. To avoid possibility of uneven grass growth, water shall be applied evenly to the length of the wicket.
- 2.5.2.7 Check repairs weekly and water as needed.

2.6 Cricket Outfield Maintenance

2.6.1 Boundary Marking

- 2.6.1.1 Outfields will be marked with a boundary line once a week. Markings shall be made with an AO approved marking compound and applicator. Lines shall be 50mm wide and at a minimum distance of 37m from the bowler's crease to each corner of the boundary. The lines shall be continuous and even curves. The Contractor shall ensure that the marking compound is of sufficient strength to persist for at least one week even under adverse weather conditions. Boundaries shall be clearly marked throughout the playing season.
- 2.6.1.2 Immediately prior to carrying out initial marking of pitches, a 500mm wide strip of grass, a minimum of 250mm either side of the agreed position of the lines shall be cut to ensure that the height of sward does not exceed 20mm. The areas to be marked should be free of grass cuttings, and the Contractor should make allowance in his rates for the use of box mowers. After the initial mowing and marking out, the lines will be mown out as required before over marking, with a rotary mower as agreed and approved by the AO.

2.6.2 Rolling

2.6.2.1 The Contractor shall allow for the rolling, of the cricket outfield to achieve a level profile and a firm surface, to be carried out each month throughout the playing season timing to be agreed by the AO. This should be carried out with regard to the prevailing weather conditions and not when the ground conditions are unsuitable which may damage the playing surface. This should be carried out using a tractor drawn roller at least 3m wide and weighing between 1000kg and 1500kg.

2.6.3 Fertiliser Application

- 2.6.3.1 The Contractor shall inform the AO in writing 24 hours before the commencement of fertiliser applications. The Contractor shall submit samples, for approval by the AO, of the fertiliser he intends to apply to the pitches before the commencement of operations.
- 2.6.3.2 In April the Contractor will supply and apply to the surface of the pitches an approved application of Spring and Summer fertiliser of the ratio 20:10:10 N: P: K which will be applied at a rate of 25g/m².
- 2.6.3.3 In September the contractor will supply and apply to the surface of the pitches an approved application of Autumn and Winter fertiliser of the ratio 4:7:7 N: P: K which will be applied at a rate of 35/m².

2.7 Sports Pitch Maintenance – Performance Schedule

Category	Football & Rugby Pitches Senior	Football & Rugby Pitches Junior	Cricket Facility	Athletics Facility
Included Operations				
Marking Out	✓	✓	✓	✓
Selective Herbicide Application	✓	✓	✓	✓
Inspection	✓	✓	✓	✓
Rolling	✓	✓	✓	
Spiking	✓	✓	✓	
Harrowing	✓	✓	✓	
Marking Out	✓	✓	✓	✓
Fertiliser Application	✓	✓	✓	✓
Fungicide/Insecticide/Lumbricide/ Moss Treatment			✓	
Checking/Cleaning Posts & Sockets	✓	✓		
Post Season Renovation	✓	✓	✓	
Field Event Maintenance				✓

SECTION 3

**HORTICULTURAL
MAINTENANCE**

3.0 HORTICULTURAL MAINTENANCE

3.1 General Conditions

- 3.1.1 All works undertaken in the maintenance of shrubs, roses and mixed perennial borders shall be carried out in accordance with sound horticultural principles, which are acceptable to the AO. DURING ALL OPERATIONS the Contractor shall make allowance in his rates for the proper disposal of all weed growth, prunings and arisings at a recycling site approved by the AO.
- 3.1.2 During each maintenance visit to all shrub borders, woodland areas, hedges and any other areas which are pruned on the contract, all litter, non-organic material and any other debris, irrespective of its source, shall be removed from these areas and disposed of at an approved recycling centre at the Contractor's own expense.
- 3.1.3 Following each maintenance visit, all traces of footprints within the borders shall be removed and all adjacent hard surface areas shall be properly cleansed. Any works required to repair damaged areas resulting from the Contractor's operations shall be carried out at his own expense.
- 3.1.4 To maintain them in a weed free condition borders indicated within the schedules shall require regular maintenance visits to remove and dispose of weed growth. This shall be achieved by a combination of shallow hoeing, hand weeding and the digging out of tap rooted perennial weeds, leaving a clean and weed free surface. Any brambles found growing in the woodland areas shall be removed by forking out the root and disposed of at a recycling centre, approved by the AO, at the Contractor's own expense.
- 3.1.5 Once a year Borders indicated within the schedules shall be lightly cultivated by forking to 50mm in depth, removing all weed growth, litter and debris leaving a fine and level tilth. This operation will normally be carried out during the period January to March.
- 3.1.6 Borders indicated within the schedules shall be treated with a suitable herbicide following operation Clause 3.1.2 during the period January to March. The Contractor shall make allowance in his rates for spot treating the borders with a suitable herbicide during the growing season; any borders, not yet established, require regular maintenance without the use of chemicals.
- 3.1.7 Borders indicated in the schedules shall be edged up in accordance with specification 1.0 maintenance of grass areas.
- 3.1.8 Borders indicated within the schedules shall be cut back with a half moon edging iron to a minimum depth of 75mm and slightly sloped to avoid an undercut appearance. A clean flowing edge shall be produced and the Contractor shall allow in his rates for any realignment works necessary to achieve this. The border soil shall be pushed back and left sloping at a 45 degree angle from the edge starting slightly below the surrounding levels.

This operation shall normally take place once during the period January to March.

3.1.9 The contractor will during the winter months apply a layer of mulch over the entire area of Shrub Borders, Rose Beds, Perennial Borders, with the exception of Woodland Areas where the Council estimates only 50% of the area specified in the schedules is accessible to be mulched, to ensure a depth of 50mm is maintained. It is expected the majority of this material will be produced by the contractor from green waste arisings as a result of providing the service, however, any additional material required will be supplied by Cherwell District Council and delivered in bulk to the contractors depot.

3.1.10 The Contractor shall allow for four pruning visits per annum to each site listed in the schedules:

- Visit 1: February/March
- Visit 2: June
- Visit 3: August
- Visit 4: October

During each pruning visit the Contractor shall carry out all necessary works to meet the standards as set out in clauses to meet all standards as specified within the Schedules.

The specific requirements for individual genera are outlined below.

The Contractor shall satisfy himself that he is familiar with all the necessary works required for each site and submit a cost per annum for carrying out the works as set out in the schedules.

3.1.11 Pruning Schedule Descriptions

PP	Prune previous season's wood to within two to three buds of the old wood.
RO	Remove 33% of old wood, retaining younger growth but shortening the laterals.
SE	Shorten existing growth and laterals to within two/three buds of the current year's growth.
RC	Reduce canopy by 25%-33% by shortening extension growth and laterals to maintain a well-balanced and bushy habit.
DH	Deadhead after flowering.

3.1.12 Pruning Schedule

TIMING OF OPERATIONS				
Description	February/ March	June	August	October
Berberis spp	RC		SE	
Buddleja davidii	PP			
Bergenia spp		DH		
Calluna spp				DH
Caryopteris	PP			
Ceratostigma	PP			
Cornus alba	PP			
Cotoneaster spp	RC		SE	
Deutzia		DH	RO	
Elaeagnus spp	RC		SE	
Erica spp		RO		
Escallonia	RC		SE	
Forsythia				
Fuchsia	PP			
Geranium	RC			DH
Hedera			SE	
Hydrangea	DH			
Hypericum	RC			
Kerria		RO		
Lavandula	PP		DH	
Leycesteria	PP			
Ligustrum	RC		SE	
Lonicera spp (evergreen)	RC		SE	
Nepeta			DH	
Osmanthus				
Perovskia	PP	SE		
Philadelphus			RO	
Polygonum (Russian Vine)	PP		SE	
Potentilla	RC			
Prunus spp (Laurel)	RC	SE		
Pyracantha	RC	SE	SE	
Ribes		RO		
Rudbeckia				DH
Rosa spp (groundcover & shrub)	RC		DH	DH
Salix	RC		SE	
Sambucus	PP		SE	
Santolina	PP		DH	
Senecio	RC			
Spiraea x arquata		RO		
Spiraea x bumalda	PP			
Stachys			DH	
Symphoricarpos	RC		SE	
Ulex europaeus				DH
Viburnum tinus		RC		
Weigela			RO	

3.2 Shrub Pruning

- 3.2.1 The objectives of pruning shall be as outlined below:
- 3.2.2 To build a strong framework, keeping plants healthy and vigorous whilst maintaining their natural shape and balance wherever possible.
- 3.2.3 To promote the maximum amount of flowering growth by the thinning out of older material along with the removal of any growth that is weak, diseased, damaged, showing signs of reversion or any suckering growth from the rootstock.
- 3.2.4 The Contractor shall be expected to display competence at both the theory and practice during all pruning operations.
- 3.2.5 Short or long handled secateurs shall be used for all deadheading or formative and restrictive pruning operations. Mechanical hedge-trimmers shall only be used when shortening soft semi-ripe lateral extension growth (e.g. Pyracantha in June/August) or for removing old flowering spikes (e.g. Lavendula in October).
- 3.2.6 All spent flowering growth from shrubs should be removed during the first scheduled pruning visit after flowering has finished see timing of operations chart for guide.
- 3.2.7 To prevent any plant, irrespective of genera, from becoming a nuisance or danger, they should be pruned to avoid interference with doorways, windows, pathways, fence-lines, car parking areas, drying areas, seats and signs. In addition any material deemed to be creating visibility problems for traffic or interfering with services shall be pruned in the interests of public safety.
- 3.2.8 Any brambles found growing in shrub borders shall be removed by forking out the root and disposed of at a recycling centre, approved by the AO, at the Contractor's own expense.

3.3 Rose Pruning

- 3.3.1 Prune all roses indicated in the schedules during February/early March by removing all growth that is weak, dead or diseased and any suckering growth from the rootstock which should be removed as close as possible to the soil surface.
- 3.3.2 All remaining growth should be pruned as below:
- Floribunda roses – leaving 5-7 buds per stem;
Hybrid tea roses – leaving 3-5 buds per stem;
All cuts should be made cleanly to an outward facing bud using by-pass or parrot type secateurs.

- 3.3.3 During the period June – October inclusive the Contractor shall remove all dead flowers and suckering growth.
- 3.3.4 The contractor shall ensure the health of roses by applying an approved systemic insecticide and/or fungicide to control any pests and diseases.
- 3.3.5 During the period November – December roses specified in the schedules shall be pruned back to remove one third of the previous season's growth.

3.4 Pruning of Herbaceous Perennials

- 3.4.1 All spent flowering growth from shrubs should be removed during the first scheduled pruning visit after flowering has finished see timing of operations chart for guide.

3.5 Pruning of Hedges

- 3.5.1 All hedges as specified in the Schedules, shall be cut using secateurs, shears or reciprocating hand held cutters, dependent upon the type of hedges e.g. on laurel hedges only secateurs and long handled pruners are to be used.
- 3.5.2 The contractor should note that a tractor mounted flail approved by the Authorised Officer, may be used on hedges, which in the opinion of the Authorised Officer require any additional cuts during the winter period. All obstacles positioned or growing in these hedges should be cut around by hand to ensure the complete hedge is cut. Payment for this work will be paid for in accordance with the submitted Schedule of Rates for flail cutting.
- 3.5.3 Risk assessments of the work to be carried out must be completed by the Contractor prior to work commencing. The outcome of such assessments should be taken into account in the working procedures employed on site.
- 3.5.4 The Contractor shall provide traffic safety control in accordance with the relevant clauses of chapter 8 Traffic Signs Manual British Standard 873 1980.
- 3.5.5 Areas surrounding hedges being worked on should be coned off, and/or arrangements should be made to prevent the public gaining access to the danger zone in accordance with the relevant new Roads and Street Works Act.
- 3.5.6 The Contractor shall allow in his rates for the use of access platforms, cherry pickers, ladders etc., where required and for any difficulties of access. Where necessary he shall allow for any re-aligning of the hedge using long handled pruners where necessary to achieve a profile to the satisfaction of the AO.
- 3.5.7

4.2 Ground Bedding

4.2.1 Sequence for Planting - Spring

- 4.2.1.1 The contractor shall remove all Summer bedding plants and dispose/recycle to a site approved by the AO. All dot plants detailed for salvage shall be potted up and looked after by the Contractor as directed along with any other plants, which the AO deems to be worth saving.
- 4.2.1.2 The beds shall then be prepared for planting by rotavating to a minimum depth of 250mm, treading and raking until a good tilth and smooth flowing levels are achieved. The soil at the perimeters of the beds shall be earthed up and levelled across the centre of the beds.
- 4.2.1.3 The edges of the beds shall be re-cut using a half moon, all arisings being removed from site.
- 4.2.1.4 The beds shall then be planted with plant/bulb material provided by the Council to details/designs provided by the AO. All plants shall be firmed in during planting, with no roots left exposed.
- 4.2.1.5 On completion of planting all surrounding areas shall be left in a clean and tidy condition and all debris removed for proper disposal.

NB No bed shall be stripped in excess of 10 working days in advance of planting unless otherwise agreed with the AO.

4.2.2 Maintenance

- 4.2.2.1 All beds indicated within the Schedules shall be kept weed and litter free throughout the season.
- 4.2.2.2 The beds shall be kept clear of leaves from October to December.
- 4.2.2.3 The Contractor shall make allowance in his rates for the dead heading of plant material and removal of the spent flowering stalks of some of the earlier flowering Spring bulbs which may be detracting from the main display. This operation shall be carried out during routine weeding operations. All traces of footprints etc. to be removed.
- 4.2.2.4 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

4.2.3 Sequence for Planting – Summer:

- 4.2.3.1 The contractor shall remove all Spring bedding plants/any weed growth to be disposed of/recycled to a site approved by the AO.

- 4.2.3.2 The beds shall be single dug to one spit deep; all weed growth debris etc. will be removed. The surface of the beds shall then be evenly covered with well-rotted manure (or other organic matter approved by the AO) to a depth of 75mm. and then incorporated into the soil.
- 4.2.3.3 The beds shall be prepared for planting by rotavating to a minimum depth of 250mm, treading and raking until a good tilth and smooth flowing levels are achieved. The soil at the perimeters of the beds shall be earthed up and levelled across the centre of the beds.
- 4.2.3.4 An appropriate fertiliser agreed with the AO shall be spread evenly across the surface and incorporated during the final preparations.
- 4.2.3.5 The beds shall then be planted with material provided by the council to details/designs provided by the AO. All plants to be firmed in during planting.
- 4.2.3.6 The Contractor shall make provision for the staking of dot plants in the scheme using canes or other supports approved by the AO.
- 4.2.3.7 To ensure establishment the Contractor shall make provision for the initial watering in of the bedding material immediately after planting, ensuring penetration to achieve moisture to a minimum 100mm depth. This shall be carried out at the Contractor's own expense and he shall be responsible for obtaining standpipes etc. where appropriate. The method of watering must be approved by the AO.

NB No bed shall be stripped in excess of 10 working days in advance of planting unless agreed with the AO.

4.2.4 Maintenance

- 4.2.4.1 All beds indicated within the Schedules shall be kept weed and litter free throughout the season.
- 4.2.4.2 All beds indicated within the Schedules shall be deadheaded between June and the end of September.
- 4.2.4.3 All dead heads are to be removed from beds during routine weeding operations. All traces of footprints etc. to be removed.
- 4.2.4.4 Over periods of dry weather the Contractor will be required to monitor the beds and water as necessary to ensure plant material thrives and flourishes, this will need to be reflected within the Contractor's rates for summer bedding.
- 4.2.4.5 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall with three working days treat such pests or diseases with chemicals as agreed with the AO.

4.3 PLANTERS AND BARRELS

4.3.1 General Conditions

4.3.1.1 Planters and Barrels fall into the following three categories:

- A Type Planter – 1.5 Metre Square
- B Type Planter – 1.0 Metre Square
- C Type Barrel – 1.0 Metre Diameter

4.3.2 Sequence for Planting – Spring:

- 4.3.2.1 All Summer bedding plants and, if present, any weeds or debris shall be removed for proper disposal/recycling to a site approved by the AO. All dot plants detailed for salvage shall be potted up by the Contractor as directed along with any other plants, which the AO deems to be worth saving.
- 4.3.2.2 The Planters and Barrels shall then be prepared for planting by forking and firming to achieve a smooth level surface. The finished soil level shall be 75mm below the perimeter edge of the planter or barrel.
- 4.3.2.3 The units shall then be planted with plant/bulb material provided by the Council, to details/designs provided by the AO. All plants shall be firmed in during planting, with no roots left exposed.
- 4.3.2.4 On completion of planting all surrounding areas shall be left in a clean and tidy condition and all debris removed for proper disposal.

NB No Planter or Barrel shall be stripped in excess of 10 working days in advance of planting unless otherwise agreed with the AO.

4.3.3 Maintenance

- 4.3.3.1 All Planters and Barrels indicated within the Schedules shall be kept weed and litter free throughout the season.
- 4.3.3.2 The Planters and Barrels shall be kept clear of leaves from November to December.
- 4.3.3.3 The Contractor shall make allowance in his rates for the dead heading of plant material and removal of the spent flowering stalks of some of the earlier flowering Spring bulbs which may be detracting from the main display. This operation shall be carried out during routine weeding operations.
- 4.3.3.4 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

4.3.4 Sequence for Planting – Summer:

- 4.3.4.1 All Spring bedding plants, bulbs and, if present, any weeds or debris shall be removed for proper disposal/recycling to a site approved by the AO.
- 4.3.4.2 The top 200mm of the growing medium will be removed and replaced with a mixture compost and sterilised screened topsoil, approved by the AO.
- 4.3.4.3 The units shall then be prepared for planting by forking and firming to achieve a smooth level surface. The finished soil level shall be 75mm below the perimeter edge of the Planter or Barrel.
- 4.3.4.4 An appropriate fertiliser agreed with the AO shall be spread evenly across the surface and incorporated during the final preparations.
- 4.3.4.5 The unit shall then be planted with material, details/designs provided by the AO. All plants to be firmed in during planting.
- 4.3.4.6 The Contractor shall make provision for the staking of dot plants in the scheme using canes or other supports approved by the AO.
- 4.3.4.7 To ensure establishment the Contractor shall make provision for the initial watering in of the bedding material immediately after planting, ensuring penetration to achieve moisture to a minimum 100mm depth. This shall be carried out at the Contractor's own expense and he shall be responsible for obtaining standpipes etc., where appropriate. The method of watering must be approved by the AO.

NB No Planter or Barrel shall be stripped in excess of 10 working days in advance of planting unless agreed by the AO.

4.3.5 Maintenance

- 4.3.5.1 All Planters and Barrels indicated within the Schedules shall be kept weed and litter free throughout the season.
- 4.3.5.2 The Planters and Barrels indicated within the Schedules shall be deadheaded between June and the end of September. Dead heads are to be removed from each unit during routine weeding operations. In addition any damaged plant material is also to be removed.
- 4.3.5.3 Planters and Barrels will need to be watered three times a week (Monday, Wednesday and Friday). This operation shall normally take place from June until late September.
- 4.3.5.4 The Contractor shall allow for a high potash liquid feed, added at the manufacturer's recommended rate, to each Wednesday's watering cycle. The AO may take samples from water bowser on Wednesdays during June – late September

- 4.3.5.5 The Contractor shall notify the AO promptly of the presence of any pest or disease attaching or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

4.4 MODULAR FLORAL DISPLAYS

4.4.1 General Conditions

- 4.4.1.1 The AO will provide pre-planted reservoir floral display units which will be delivered to the Contractors depot facilities. The Contractor will allow in his rates for staff to be available to take all such deliveries.

The floral display units will largely fall into the following categories:

- (A) Hanging Baskets 590mm (Reservoir)
- (B) Hanging Baskets 470mm (Reservoir)
- (C) Column Baskets 590mm (Reservoir)

NB (2 No. half "round the column" baskets shall be deemed to be equal to one 590mm hanging basket)

- (D) Up the Pole Baskets 590mm (Reservoir)
- (E) Barrier Unit 1270mm (Reservoir)
- (F) Window Boxes 1270mm (Reservoir)

4.4.2 Maintenance

4.4.2.1 Erection of Units "In Situ"

- 4.4.2.2 This operation will normally take place during the first two weeks of June, each unit shall be secured by:

Category (A) Fixed using metal "D Shackles"

Category (B) Fixed using heavy duty "Cable Ties"

- 4.4.2.3 The Contractor shall allow for the transporting of all units to site, and for the provision of any necessary hoists and other equipment necessary to secure the units.

4.4.3 Watering

4.4.3.1 All hanging baskets and barrier units provided by the Council have water reservoirs, the Contractor will need to top up these reservoirs three times a week (Monday, Wednesday and Friday). This operation shall normally take place from June until late September. The appropriate reservoirs shall be filled and the units shall be watered to field capacity to ensure effective capillary action.

4.4.3.2 The Contractor shall allow for a high potash liquid feed, added at the manufacturer's recommended rate, to each Wednesday's watering cycle. AO may take samples from water bowser on Wednesdays during June to late September.

4.4.4 Deadheading and Weeding

4.4.4.1 The Contractor shall ensure that all dead flower heads, damaged plant material and weeds are removed on a weekly basis from June until late September.

4.4.5 Pest and Disease Control

4.4.5.1 The Contractor shall notify the AO promptly of the presence of any pest or disease attacking or infesting the plants. Upon receipt of instructions from the AO the Contractor shall within 3 working days treat such pests or diseases with chemicals as agreed with the AO.

4.4.6 Removal of Units and Plant Material

4.4.6.1 During early October the Contractor shall allow for dismantling all the floral display units and returning them to a storage area specified by the AO, where they should be cleaned and carefully stored. All old plant material and organic debris shall be disposed of at a composting site approved by the AO. All capillary matting to be saved and stored in the bottom of each floral unit. Any replacements needed should be reported to the AO immediately.

4.4.7 Installation of Ironwork for Floral Displays

4.4.7.1 During late May the Contractor will transport from the store approved by the AO, the ironwork necessary for erecting floral poles and floral tree units. The base plates will be removed and safely stored for re-use at the end of the season. The base of each pole will be greased prior to being properly secured into the base sockets.

4.4.8 Dismantling of Ironwork for Floral Displays

4.4.8.1 During October the Contractor will remove the ironwork for careful storage over winter and transport them back to the store approved by the AO. Immediately after removal the base plates must be re-positioned and properly secured to prevent trip hazards.

4.4.9 Painting of Ironwork

4.4.9.1 Upon receipt of instructions from the AO the Contractor may be asked to paint all of the ironwork and poles with a Zinc based paint approved by the AO. Payment will be made in accordance with the appropriate price per item in the Schedule of Rates.

- (A) Pole Unit
- (B) Shroud Unit
- (C) Top Cluster Unit
- (D) Hanging Basket Bracket

4.5 Floral Provision – Performance Schedule

Category	Spring & Summer Bedding	Planters & Barrels	Modular Displays Reservoirs
Included Operations			
Planting	✓	✓	
Removal of Plant Material	✓	✓	✓
Dead heading	✓	✓	✓
Weed removal	✓	✓	✓
Litter Removal	✓	✓	✓
Watering	✓	✓	✓
Erection of Floral Units			✓
Removal of Floral Units			✓
Pest and Disease Control	✓	✓	✓

SECTION 5
CHEMICAL APPLICATIONS

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5.0 CHEMICAL APPLICATIONS

5.1 General Conditions

- 5.1.1 This section provides the specification for all operations relating to the application of pesticides to be used during the course of the contract. As defined within the Food and Environment Protection Act 1985 the term pesticides shall be deemed to include fungicides, herbicides, insecticides, lumbricides and growth regulators within this contract.
- 5.1.2 All pesticides to be used in the undertaking of the works will be approved by the AO; no other materials shall be used on any site included within the Schedules and shall be used only for the purposes, and at the rates specified on the manufacturer's product labels.
- 5.1.3 All pesticides used, all methods of application, storage and all tanks mixes shall be strictly in accordance with the Food and Environment Protection Act (1985) (FEPA) and the Control of Pesticides Regulations (1986), made under this Act and the manufacturer's instructions. Further guidance is available in the "Code of Practice for the use of Approved Pesticides in Amenity Areas" (1988), and subsequent editions.
- 5.1.4 All operatives engaged in undertaking the application of any "Pesticide" as defined within the terms of the Act shall be in excess of 18 years of age, and shall hold a certificate from a training establishment recognised by the Minister of Agriculture as being an approved assessment centre under the terms of the Act. Prior to the commencement of the Contract the Contractor shall present to the AO proof that employees to be engaged in such work are suitably qualified and assessed and shall ensure that only those operatives are engaged in the application of such materials. In relation to this Contract only those personnel qualified will be allowed to mix and/or apply pesticides.
- 5.1.5 The Contractor shall provide his staff with all protective clothing applicable to the materials being applied at any one time, and shall give his staff access to such washing and cleaning facilities as may be required. The Contractor shall ensure that his staff whilst engaged in application of pesticides wear such protective clothing as is required, and that they observe all safety precautions as required.
- 5.1.6 The Contractor shall ensure that all materials are properly stored and transported, providing a secure store as required under the terms of the Act. Should such a store hold at any one time in excess of 200 litres of liquid material or 200kg of dry material or any combination of liquid and dry material in excess of 200 units this store shall hold a certificate approved by the Minister of Agriculture. Details of registration of the store and of the storekeepers shall be provided to the AO prior to the commencement of the Contract.

- 5.1.7 When on site the Contractor must ensure that all pesticides are stored properly in accordance with the above legislation, in a lockable container which will contain liquid gaseous leakages. Pesticides must not be stored in vehicles used as mess facilities.
- 5.1.8 The AO reserves the right to instruct the Contractor to cease any pesticide application operations if the Contractor's operatives are not wearing the appropriate protective clothing.
- 5.1.9 The Contractor shall provide and make available for inspection containers for measuring quantities of pesticides. Spray equipment shall be fitted with an approved effective guard to prevent drift onto neighbouring plants, a pressure regulating device and an approved spray nozzle of the poli-jet type as recommended by the manufacturer. Equipment shall be free of leaks, and shall be cleaned thoroughly before and after use. All machinery used in the application of materials shall be carefully maintained throughout the period of the contract to ensure correct application takes place, and that no leakage occurs.
- 5.1.10 In carrying out mixing of chemicals, the Contractor shall ensure that no spillage of chemical takes place and that no damage results to vegetation, surfaces, plants or equipment, any such damage will similarly be held to be the responsibility of the Contractor.
- 5.1.11 The Contractor shall ensure that the method of application and the undertaking of such works proceeds in such a manner as to cause no damage or injury to any desirable plant, animal, machine or item of equipment. Any such damage will be held to be the responsibility of the Contractor and he will be required to make good any damage and will be responsible for any claims for compensation arising from his actions or omissions.
- 5.1.12 The timing of work shall be such that no spraying takes place during inclement (e.g. wet or windy) weather, or when rainfall is expected in a time period which is less than that specified by the manufacturer of the chemical being used.
- 5.1.13 The Contractor shall ensure that pesticides are never left mixed in tanks overnight or unattended during the working day.
- 5.1.14 The Contractor shall ensure that the method of application and the undertaking of works do in no way lead to the pollution of any watercourse or water supply. Any such pollution will be held to be the responsibility of the Contractor and he will be required to make good any damage and will be held to be responsible for any claims for compensation arising from his actions or omissions.

- 5.1.15 The Contractor shall ensure that all-waste containers, tank washings and chemicals are correctly disposed of. Prior to the commencement of the Contract, the Contractor will present to the AO details of the arrangements he has made for such disposal, and the Contractor will immediately inform the AO of any changes in these arrangements immediately they occur.
- 5.1.16 In carrying out the applications of materials the Contractor shall ensure that no area is overdosed, and that dosages of each particular treatment are in accordance with the manufacturer's recommendations, or the instructions of the AO, and that the total area specified is treated.
- 5.1.17 Prior to carrying out any application of material the Contractor should notify the AO of his working plans giving 2 working days notice and updating the AO at regular intervals. The progress of such work should be reported daily using a form produced by the Contractor with a format approved by the AO.
- 5.1.18 The Contractor shall by methods approved under the terms of the Act notify the public, neighbours of sites and the users of facilities of the fact that spraying operations are to be, are, and have been undertaken. This is especially important when spraying is programmed close to or on the pedestrian route to schools.

5.2 Herbicide Treatment around tree bases, obstacles, fence lines & walls

- 5.2.1 Where indicated in the schedules, the Contractor shall apply an approved liquid herbicide during February/March, when weather conditions are suitable, to achieve a total sprayed area of no more than 600mm diameter round each tree/obstacle and no more than a 200mm wide band along walls and fence lines.

5.3 Selected Herbicides on Turf

- 5.3.1 Where indicated in the schedules the Contractor will apply a broad-spectrum selective herbicide approved by the AO to the areas specified within the schedule at the frequencies indicated. The AO may at his discretion require an interim application. Payment for such work shall be paid for in accordance with rates indicated in the schedule of rates. The material should be applied at times when soil is moist and grass actively growing preferably during March/April with a second application during September unless otherwise instructed by the AO.
- 5.3.2 If within 10 working days of application, the AO is not satisfied with the degree of mortality shown by broad-leaved weeds within the turf sward, the Contractor shall repeat the treatment. This shall be undertaken within 5 working days of receipt of instruction and shall be carried out at the Contractor's expense.

5.4 Treatment of Roadside Kerbs and Channels

- 5.4.1 The Kerbs and Channels adjacent to all roads included within the boundary lines of each of area, as indicated in the schedules, shall be treated with an approved liquid herbicide during April and September, to achieve a weed-free appearance. Any weed growth above 200mm shall be strimmed and arisings removed prior to herbicide being applied. At the AO's request blue dye shall be added to the herbicide to assist with the monitoring of the spraying operation.

5.5 Treatment of Hard Surfaces

- 5.5.1 All areas, e.g. paths, drives, parking bays, play surfaces, other hard surfaces, as indicated in the schedules shall be treated with an approved liquid herbicide during April and September, to achieve a weed-free appearance.

5.6 Treatment of Gravel Areas

- 5.6.1 All areas, e.g. gravel paths, drives, parking bays, other gravel areas, as indicated in the schedules shall be spot treated with an approved liquid herbicide during April to September, to achieve a weed-free appearance throughout the year

SECTION 6

CLEANSING OPERATIONS

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6.0 LITTER COLLECTION AND SWEEPING

6.1 General Conditions

6.1.1 The collection of litter is an important part of grounds maintenance operations, and shall take place throughout 52 weeks of each year, including in the week between Christmas and New Year. The Environmental Protection Act is an important piece of legislation in the area of litter collection and the Contractor shall be expected to comply with it and be fully aware of its requirements.

6.2 Scope of De-Littering Operations

6.2.1 All operations shall be carried out at frequencies indicated in the Schedules. All litter and debris shall be disposed of at a designated site for disposal at the Contractor's own expense. The operations broadly consist of the following:

- a) The Cleaning and Maintaining of Litter Bins.
- b) The Emptying of Litter Bins.
- c) The De-littering of shrub borders, grass areas, cemeteries, play areas, sports pitches and certain hard surface areas that appear within the scope of this Contract.
- d) The Sweeping of Hard Surface Areas by either mechanical means or by hand.

6.3 The Removal of Fly-tipped Rubbish.

6.3.1 Definition of Litter

a) Litter is defined as ALL extraneous materials including: paper, cans, bottles, plastic, metals, glass fragments, cigarette butts, blossom, etc.

6.4 Litter Bins

6.4.1 The litter bins within the District largely consist of the following types:

- a) EARTH ANCHOR
- b) GLASDON
- c) RUSTIC STYLE
- d) CONCRETE

6.4.2 The Contractor shall carry out the following maintenance to bins, and shall supply all materials required to complete the operations:

6.4.3 Lubricate locking mechanisms category every 3 months using an appropriate lubricant. Inspect the locking mechanism and report any damage to the AO promptly.

6.4.4 Clean the outside of all litter bins every 20 working days, using materials approved by the AO.

6.4.5 These maintenance costs are to be included in the cost of emptying all the bins.

6.5 Empty Litter Bins

6.5.1 The Contractor shall remove all contents from litter bins, de-litter the area immediately below the bin of any small items that may have fallen through, and then ensure the bins are properly locked and secured afterwards. The Contractor shall then de-litter an area of 2m radius surrounding the litter bin immediately after emptying. All these items of rubbish shall be removed from the site with the litter emptied from the bins. The Contractor shall recycle all litter in a method approved by the AO.

6.5.2 The bins are to be emptied twice weekly (Mondays & Fridays irrelevant of bank holidays) The Contractor shall allow in his rates for the supply and installation of approved disposable black plastic liners to all litter bins to be renewed on each collection from the bins unless otherwise approved by

6.5.3 the AO.

6.6 De-litter an Area

6.6.1 The Contractor shall scavenge for, collect and dispose of, to a recycling centre approved by the AO, all litter and debris within the areas defined in the Schedules, irrespective of its source and any other cleansing operations in adjacent areas. For the proper disposal of needles and syringes see Contract Conditions 41. Any damage caused to shrub beds, paved or grassed areas due to litter picking operations carried out by the Contractor must be made good at the Contractors own expense and to the satisfaction of the AO.

6.6.2 Sites are to be de-littered twice weekly (Mondays & Fridays irrelevant of bank holidays) throughout the year. Each site will be de-littered on a whole-site basis.

6.7 Sweeping Footpath/Hard Surface Areas

6.7.1 Sweeping Areas

6.7.1.1 The Contractor shall cleanse the areas listed in the schedule by manual or mechanical means. The area should be left free of all litter, sand, soil, debris, leaf and blossom fall, along with any grass cuttings. "Sweeping" is deemed to include the raking of hoggins, gravel or similarly surfaced area, with a springbok rake or similar approved implement. The Contractor shall sweep the full length and width of an area in a methodical manner and remove all arisings from the site to an approved site for disposal. Any

damage caused to surrounding areas as result of mechanical sweeping shall be made good at the Contractors own expense.

6.7.1.2 Mechanical air blowers may be used when conditions are dry and are appropriate, as defined in BS7370 part 2 (1994), as a substitute for sweeping. However, they **must not** be used:

- a) Between the hours of 18.00 and 07.30 inclusive
- b) In wet conditions
- c) In areas where they are likely to cause a nuisance (e.g. in close proximity to housing, in elderly persons dwelling gardens, or close to schools).

6.8 Removal of Fly-Tipped Rubbish

6.8.1 Large items of rubbish, such as discarded furniture, mattresses etc., which require two or more people to lift, and deposits of rubble, tarmac or similar, will be treated as fly-tipping. Upon discovering fly-tipping the Contractor will inform the AO at the earliest possible opportunity. When appropriate the AO will issue instructions to the Contractor to remove the fly-tipped material. Payment will be in accordance with schedule of rates. The Contractor will be required to submit an hourly rate for the rapid removal of tipped rubbish to a site approved by the AO. Following such instructions from the AO the Contractor is to ensure collection of the litter within 24 hours.

6.9 Clearance of Snow from Hard Surfaces.

6.9.1 When snow fall, heavy frost and ice occurs the contractor will be expected to suspend any other non-emergency works and make their staff, vehicles and plant available to the Council for snow clearance and to maintain a full complement of staff for this operation.

6.9.2 The AO shall identify priority snow and ice clearance areas. The contractor shall then immediately carry out snow clearance and gritting to all identified sites in order to maintain a safe and easy access, particularly for people with disabilities or who are elderly.

6.9.3 Immediately after clearance of snow, or during freezing conditions leading to the formation of ice on paths, steps and ramps, apply an application of rock salt and grit at a sufficient rate to prevent re-freezing and to provide satisfactory grip underfoot for pedestrians.

6.9.4 Take care during the application of salt and grit to avoid damage to grassed areas, trees and shrubs.

6.9.5 Supply all necessary salt and grit, maintaining an emergency supply throughout the winter period from the beginning of November through to the end of March. Make all arrangements for loading and transport to site of the material and return any surplus to storage.

SECTION 7

AQUATIC MAINTENANCE

7.0 AQUATIC AREAS

7.1 General

7.1.1 The need for minimum disturbance

7.1.2 Aquatic habitats are generally rich in wildlife interest, supporting a range of specialised plants and animals, whose continued survival depends upon the maintenance of the correct conditions in and around the water. The specifications set out under this category are intended to achieve and sustain such conditions.

7.1.3 Many aquatic plants and especially animals are very sensitive even to small scale or temporary changes in their habitat. When carrying out maintenance operations in aquatic areas therefore, disturbance to the habitat will be carried out as sensitively as possible and cause the minimum disruption. In this respect, the timing of maintenance operations is crucial and operations will only be carried out during the specified periods.

7.14 All works shall be carried out in accordance with BS7370:Section 5 1998.

7.2 Rubbish Removal

7.2.1 Unfortunately aquatic areas usually attract rubbish. The accumulation of rubbish in such areas is not only unsightly but is potentially a pollution hazard, particularly where chemical containers are dumped. For these reasons it is essential that rubbish is removed on a regular basis. Where there is evidence of pollution of the water this will be reported immediately to the AO.

7.3 Maintenance of Artificially Lined Ponds

7.3.1 Prior to any specific maintenance operations on a pond, the Contractor will consult the AO as to whether the pond is artificially lined or not. If this information is not readily available, the Contractor will assume that the pond does have an artificial liner and will carry his maintenance responsibilities accordingly.

7.3.2 The most common artificial liner contains of a butyl sheet sandwiched between protective layers of fibrous matting. If this membrane is cut the pond water levels will fall and in extreme cases the pond will dry up completely. It is essential therefore; that no sharp or jagged tools are used in the maintenance of artificially lined ponds. Clearly, mechanical excavators will never be used in the maintenance of such ponds.

7.3.3 The Contractor will monitor water levels in artificially lined ponds in case they have been breached accidentally or through an act of vandalism. If water levels are consistently low even after topping up, this will be immediately reported to the AO. Similarly if any sharp object is found

inserted in a lined pond (e.g. a tree stake) this will be immediately reported to the AO.

7.4 Safety

7.4.1 Working in or near water presents special dangers which must be taken into account before works are organised and implemented, whilst in general most aquatic areas to which the following specifications relate are fairly shallow, it would nevertheless be advisable to ensure that anyone working in or near water is able to swim. Suitable footwear will always be worn, i.e. waders or wellington boots depending on the task. Remember that wet surfaces are slippery and will be treated with great care and the soles of footwear will provide good grip. Never wade into water without testing the depth with a wading stick (this must be a blunt stick in artificially lined ponds) and continue to test the depth at each move. Although the base may look solid, it could be a deep deposit of silt. In some cases, it may be necessary to lower water levels temporarily with a pump before carrying out maintenance operations. It is advisable that at least two people will work together at all times and that one person will remain on the bank to provide assistance should the other get into difficulties in the water.

7.4.2 For a comprehensive list of safety precautions Contractors will refer to the 'Waterways and Wetlands' handbook published by the British Trust for Conservation Volunteers (BTCV), 2001 available from:-

36 St. Mary's Street
Wallingford
Oxfordshire
OX10 0EV

7.5 General Working Practices

7.5.1 The Contractor will refer to the above practical handbook before organising and carrying out works in or near water. This handbook will be used as a guide to indicate the standards required and the detailed methods that will be used in carrying out management works in aquatic areas. These will be read in addition to the detailed requirements of the attached specifications.

7.6 Litter Removal: Ponds/Streams

7.6.1 Floating and submerged debris and litter will be cleared by the Contractor by non-mechanical means, removed from site and disposed of as directed by the AO. Particular attention will be given to ensuring that the entrances to culverts are kept clear of rubbish. Care will be taken to ensure that rocks and stones in the stream channel are retained and not disturbed. These provide shelter and an anchorage for many aquatic creatures. Rubbish removed from the stream channel will be removed from the site on the same day, to prevent it being dumped or washed back

into the stream.

- 7.6.2 Litter clearance will be carried out by the Contractor during each month of the year. This operation will cause the least possible disturbance to aquatic plants and animals.

7.7 Waterweed Control: Ponds/Streams

- 7.7.1 When requested by the AO, the Contractor will clear specified vegetation from designated areas of the pond(s) and remove from site. Cleared vegetation to be left on site adjacent to pond for a minimum of 24 hours before removal from site. This is to allow time for aquatic animals caught in the vegetation to find their way back to the pond. This operation will be performed manually using nets, rakes, drag-chains or other approved methods. Under no circumstances will aquatic herbicides be used.

- 7.7.2 This operation will be carried out only in September/October.

7.8 Scrub Clearance: Ponds/Streams

- 7.8.1 When requested by the AO, designated shrubs and trees, overhanging or adjacent to the ponds(s) the Contractor will cut back as directed by the AO. This operation will be performed using bow-saws, pruning shears, mechanical trimmers, chain-saws or other approved mechanical means, to the satisfaction of the AO. All cut surfaces to be left clean with no tears or jagged ends and cut faces to be at an angle to the horizontal. Arisings will be removed from site or stacked on site as directed by the AO. This operation will be carried out during the winter months (November to March).

7.9 Sediment Excavation and Removal: Ponds

- 7.9.1 When requested by the AO, the Contractor will excavate designated areas of sediment, debris and encroaching vegetation from the ponds(s). On artificially lined ponds this operation must be carried out manually. In naturally based ponds, the operation can be performed using approved mechanical means.

- 7.9.2 This operation will only be undertaken during the winter months (November to February). Excavated material will either be spread or mounded adjacent to the pond or removed from the site as directed by AO. In either case excavated material is to be left adjacent to the pond for a minimum of 48 hours to enable overwintering aquatic animals to return to the water. This will also give time for the sediment to become substantially drained of water thus facilitating easier transport where it is to be removed from site. Where 7.3 has been specified, this scrub clearance operation will be undertaken first. Where it proves necessary to remove any trees or shrubs to enable excavation, the tree/shrubs to be removed must be approved and marked by the Authorised officer.

7.10 Bank Cutting

- 7.10.1 The grassed banks of streams, where indicated will be cut by the Contractor to 100mm, in height. All arisings are to be removed from site on the same day as cutting and disposed of as directed by the AO. Cut vegetation left on site may be blown or washed into the stream channel resulting in possible blockages leading to flooding.
- 7.10.2 The vegetation needing to be cut will be at a height of some 0.5 – 1 metre and as cuttings have to be removed immediately, a reciprocating blade mower is recommended. Care will be needed in cutting steeply sloping banks. In some situations a mechanical strimmer may be more appropriate.
- 7.10.3 Prior to cutting, all litter dumped or deposited along stream banks will be removed from site.
- 7.10.4 During cutting operations care will be taken to avoid damaging trees and shrubs. Unless otherwise specified all trees and shrubs will be assumed to be retained.

7.11 Litter Removal: Ditches

- 7.11.1 Litter and other rubbish will be removed by the Contractor from all ditches manually and taken from site on the same day and disposed of to the satisfaction of the AO. This operation will be carried out with extreme care between February and June, to minimise disturbance to amphibian life, which may be using the ditch habitat for breeding, or to get to breeding areas.

7.12 Sediment Excavation/Removal: Ditches

- 7.12.1 Where specified, the Contractor will excavate mechanically or manually, sediment and organic debris in an upstream direction (i.e. against the natural fall and flow of the ditch) using tractor and back end hoe with ditching bucket or hand tools. Excavated material is to be deposited on one bank in the ditch only, to be designated by the AO. Care will be taken to remove only that vegetation which is impeding the drainage function of the ditch. This can be achieved by excavating from within one side of the ditch only leaving the other side undisturbed. This in turn may necessitate widening the ditch on the side to be excavated.
- 7.12.2 This operation will only be carried out during the winter months (November to February) and preferably during frosty weather and when the ground is solid so as to avoid damage to adjacent habitat by rutting from the wheels/tracks of the excavator. Care will be taken to ensure that any trees or shrubs adjacent to the ditch are not damaged during this operation. Where it proves necessary to remove any trees or shrubs to enable excavation, the trees/shrubs to be removed must be approved and marked by the AO.

7.12.3 Sediment excavated from ditches is to be removed from site. Excavated material will be left on the ditch bank for a minimum of 48 hours before removal so that overwintering aquatic creatures can find their way back to the ditch. Excavated material will be removed from site to an agreed by AO.

7.13 Maintaining Water Levels

7.13.1 During the summer months, water loss from ponds by evaporation often exceeds input from rainfall and run-off. Under these circumstances water levels may fall critically low and in extreme cases may dry up altogether. This is particularly true for artificial ponds. During the peak summer months therefore, water levels in ponds will be monitored and when necessary topped-up from a convenient freshwater supply (e.g. from a standpipe). Where there is no convenient supply, a water bowser will be supplied and used by the contractor.

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SECTION 8

**ARBORICULTURAL
OPERATIONS**

8.0 ARBORICULTURAL OPERATIONS

8.1. General Conditions

- 8.1.1 The Contractor will adhere to all clauses within this section when carrying out arboricultural operations as specified in Section 2.
- 8.1.2 All arboricultural operations carried out within Cherwell District will be carried out in accordance with BS 3998:2010 recommendations for tree work and any future amendments to BS 3998.
- 8.1.3 When carrying out arboricultural operations any defects or potential hazards in connection with trees the Contractor will report them immediately to the AO.
- 8.1.4 All pruning operations will take into account the natural and aesthetic appearance of the tree.
- 8.1.5 All pruning cuts will be undertaken in accordance with British Standards 3998:2010.

8.2 Employment

- 8.2.1 The Contractor will at all times during the Contract period employ sufficient persons of sufficient arboricultural qualifications and associated competencies (including the methods and techniques required by the hazards likely to be encountered and methods of preventing accidents) for the proper performance of the Services.
- 8.2.2 A minimum of 3 persons should be employed in the arboricultural unit in the event of an accident there will be at least one operative qualified to render first aid. Only people who are qualified, physically fit and competent should undertake work in trees or work with chainsaws. Work shall not be undertaken by persons under the influence of alcohol, or non-prescription drugs.
- 8.2.3 When a chainsaw is to be used the legs, feet and hands of the operator will be protected with chain-arresting materials e.g. ballistic nylon. Complying with British Standards BS EN 381. Eye and ear protection should be worn by chainsaw operators. ALL chainsaw operators should hold certificates of competence for use on the ground and operation of chain saws from ropes and harness up trees. All arboricultural ground staff must possess CS30, 31 & 32 with at least two arboricultural operatives in possession of CS38 (Aerial Rescue). All climbing operatives are to possess CS38, 40 and 41. Copies of these certificates must be made available to the AO prior to the start of the contract; in addition two members of each work gang should be trained in aerial rescue technique. Evidence of such training will also be required.
- 8.2.4 Any persons working in trees should wear a safety helmet complying with British Standards 4423 1970. Persons working on the ground beneath trees should wear appropriate reflective clothing, a helmet complying with

British Standards 5240. Attention is also drawn to the protection of Eyes and Ears.

8.3 First Aid

- 8.3.1 All members of every arboricultural unit should be a trained and competent first aider. An appropriate first aid kit should be carried at all times, inspected and maintained on a regular basis by the arboricultural supervisor

8.4 Safety in Tree Works

- 8.4.1 Because of the inherent dangers of tree work it is essential that adequate safety precautions are taken. There are 4 elements of risk:

The arboricultural operatives (climber and groundsmen)
The general public in the vicinity of the operations
Property and equipment
Traffic

8.5 Risk Assessments.

- 8.5.1 The Contractor will undertake a written Risk Assessment for all arboricultural operations. This will be carried out prior to work commencing. The outcome of such assessments should be taken into account in the working procedures employed on site.

8.6 Identification

- 8.6.1 Trees specified to receive work will be identified by house numbers where applicable, or by some other easily identifiable landmark, e.g. next to garden shed or adjacent to highway lamp post No 3, other trees will be identified on survey plans provided with the schedule of works. The Contractor will exercise great care to ensure that only the denoted trees are worked on. Should there be any doubt whatsoever, the Contractor will seek clarification from the AO before proceeding.

8.7 Enquiries

- 8.7.1 The Contractor is not to discuss details of the operations with any unauthorised persons. Any member of the public making enquires to the Contractor regarding any aspect of work being undertaken will be politely referred to the AO.

8.8 Working Practise

- 8.8.1 If work is not completed by the end of a working day the contractor will leave the site in a clean, tidy and safe condition. No arisings are to be left on site without prior consent from the AO.

8.9 Emergency Work

- 8.9.1 The contractor will have a system in place for responding to requests to carrying out tree works 24 hrs a day 7 days a week. Work will commence on site within two hours of a verbal order being issued by the AO.
- 8.9.2 The Contractor will provide the AO with a list of staff names and contact telephone numbers, to enable the AO and his representative or the emergency services to notify the need for attendance on site.
- 8.9.3 The Contractor must maintain and administer its own system for responding to individual emergency calls. Such a system must record details of tree sizes, extent of damage, location of tree(s), time spent on site and operatives present.
- 8.9.4 Emergency works will be paid in accordance with the appropriate rates listed in the schedule.

8.10 Disposal of Materials

- 8.10.1 All arisings, unless otherwise stated by the AO, are to be chipped on site and taken to a recycling centre approved by the AO.
- 8.10.2 Any material that cannot be chipped will become the responsibility of the Contractor to dispose of in an appropriate manner approved of by the AO.
- 8.10.3 Trees will fall into four categories:
- a) Small 100mm to 300mm Diameter
 - b) Medium 301mm – 600mm
 - c) Large 601mm – 900mm
 - d) Extra Large 901mm and over
- 8.10.4 The size of trees for the purpose of pricing will be determined by the diameter of the trunk measured at 1.5 meters. For all multi-stemmed or co-dominant trees, the size of the tree for the purpose of pricing will be determined by the diameter of the trunk measured at the narrowest point below the main union(s).

8.11 Tree Felling

- 8.11.1 Trees will be felled, using sound arboricultural techniques and equipment suitable for the work.
- 8.11.2 All trees to be felled will be identified by the AO.
- 8.11.3 The trees will be completely removed to ground level, unless otherwise stated by the AO.

8.12 Coppicing

- 8.12.1 Coppicing means that the contractor will remove all the stem or stems down to approximately 15cm above ground. In the case of old coppice care should be taken to avoid cutting below the previous coppice point. No chemicals should be applied to the cut stump.

8.13 Tree Stump Removal – Grass Areas

- 8.13.1 Where stump removal is specified, stumps will be ground down or removed to a minimum of 200mm below ground level; all Chipping's will be removed from the site.
- 8.13.2 Any buttress or surface roots, or suckers arising from, or near, the base of the main trunk, will be included and removed as part of the stump removal operation.
- 8.13.3 All stump removal operations must be carried out within 24 hours of felling a tree, unless specified by the AO.
- 8.13.4 Where stumps are removed, the excavated area must be backfilled, firmed and made level with good quality topsoil complying with British Standards. 3882. Unless otherwise specified grass seed will be applied in accordance with British Standards 4428:1989

8.14 Tree Stump Removal – Hard Surfaces

- 8.14.1 Where stump removal is specified, stumps will be ground down or removed to a minimum of 200mm below ground level; all chippings will be removed from the site.
- 8.14.2 Any buttress or surface roots, or suckers arising from, or near, the base of the main trunk, will be included and removed as part of the stump removal operation.
- 8.14.3 All stump removal operations must be carried out within 24 hours of felling a tree, unless specified by the AO.
- 8.14.4 Where stumps are removed, the excavated area must be backfilled with Type 1 Stone and compacted to within 25mm of the surrounding level and topped with tarmacadam to leave a flat even finish.

8.15 Stump Killing

- 8.15.1 Where stumps are to be killed, appropriate chemicals should be applied to stumps as soon after felling as possible. Solutions or crystals of the chemical should be applied to the cut stump surface. The appropriate chemical will be applied to a cut, created with a chainsaw, and located around the circumference of the stump adjacent to the cambium layer, and the bark. Any regrowth from a treated stump will be removed and treated at the expense of the Contractor.
- 8.15.2 All chemicals should be used strictly in accordance with manufacturer's recommendations. Operators should hold a certificate of competence for the use of pesticides; copies of these certificates must be made available to the AO, prior to the start of the contract.

8.16 Climbing Inspections

- 8.16.1 The contractor will arrange for a climbing inspection of the tree (or trees) to be carried out by a suitably qualified and competent Arborist who will provide a written report to the AO. The report will be provided in an agreed format and will include such details as the identification of the tree(s) species concerned and accurate assessments of any noted defects.

8.17 Ivy Cutting

- 8.17.1 This operation will be specified where it is not necessary to remove all the ivy but to prevent the continued growth a section of 900mm in height from the base shall be cleared all the way round the trunk. The contractor shall use only non-mechanical tools for this operation.

8.18 Ivy Removal

- 8.18.1 This operation will completely remove all Ivy from the tree. The contractor shall use only non-mechanical tools for this operation.

8.19 Formative Pruning

- 8.19.1 The Contractor will carry out corrective and formative pruning to remove competing leaders and undesirable branch structures in order to produce trees of the desired form. Formative pruning will be undertaken in accordance with BS3998. Such a pruning technique will influence the eventual shape and form of the tree in maturity. On completion of this work the tree will exhibit a characteristic shape and will have a retained, developing branch structure which foreseeably provides adequate future clearances from adjacent features and structures.

8.20 Removal of Dead Wood

8.20.1 Unless otherwise specified, this refers to the removal of all dead, diseased and damaged branches, wood and broken stumps, throughout the Crown.

8.21 Initial Pollarding

8.21.1 Pollarding is to be undertaken in accordance with BS3998. Pollarding is a traditional management technique used to regulate the size and shape of the tree to develop the branch framework with cyclic pruning resulting in a "pollarding head". This technique is only suitable on certain species e.g. Tilia, Platanus, Salix. Pollarding should not be confused with the unacceptable practice of topping.

8.21.2 The Contractor will reduce the whole crown to points, determined by the AO, on the forks off the main stem.

8.22 Re-Pollarding

8.22.1 The Contractor will remove the whole crown by 100% back to previous pollard points.

8.23 Removal of Epicormic Growth

8.23.1 The Contractor will remove all sucker growth and/or epicormic shoots from the root, buttresses and bole up to the main fork. All cuts should be made level with the source of the stem or root. Epicormic removal operations will be carried out using only non-mechanical tools.

8.24 Crown Lifting

8.24.1 The Contractor will remove complete limbs and/or small branches as appropriate to increase the clearance between ground level and the lower branches, maintaining a balanced well-shaped crown, conducive to the future growth and development of the tree, in keeping with the species and varieties concerned.

8.25 Crown Thin

8.25.1 The Contractor will initially remove all dead, defective, damaged or diseased wood. The Contractor will remove a specified percentage of secondary and small live branch growth throughout the crown, to produce an even density of foliage around a well spaced and balanced branch structure as far as possible.

8.26 Crown Reduction

- 8.26.1 The Contractor will reduce the height and spread of specified trees by cutting each branch back to a side bud or branch to leave a flowing line without stumps. Following this work the trees must exhibit well-balanced and even crown characteristic of the species or variety concerned. To avoid ambiguity, the extent of reduction will be specified in metres e.g. 1.0m, 2.0m, 3.0 and 4.0m.

8.27 Reduce from overhead obstruction

- 8.27.1 Means that the contractor will reduce branches away from a specified overhead obstructions e.g. a roof, phone wires, electricity wires. Where at all possible cutting back to a suitable side bud or branch.

8.28 Restoration/storm damage/fallen branches

- 8.28.1 This consists of the careful treatment of otherwise healthy trees, which have been damaged by gales, vandalism or vehicle impact. Work will include the removal of damaged and fallen branches, thinning of new shoots on sound wood and the encouragement of new leading shoots where appropriate in order to restore the tree's natural shape.

8.29 Branch Removal

- 8.29.1 The Contractor will remove specific limbs back to source as specified by the AO.

8.30 Root Pruning

- 8.30.1 This will only be carried out where roots of individual trees have been damaged, are raising footways or where root action has been implicated in an insurance claim. Individual trees to be root pruned will be agreed on site with the AO in each case. Exploratory excavations will be carefully undertaken using hand tools only. Final cuts will be made cleanly into sound tissue. Other operations, extent of work and individual rates will be agreed with the AO. In situations where retained roots are to be temporarily exposed for a prolonged period the Contractor will ensure that all retained, exposed roots above 25mm in diameter are carefully wrapped in hessian to avoid moisture loss and drying.

8.31 Tree Planting - Standard & Extra Heavy Standard

- 8.31.1 The Contractor will be familiar with BS8545 'Tree from nursery to Independence in the Landscape – Recommendations'. All planting operations will be undertaken in accordance with said document.
- 8.31.2 Unless alternative dimensions have been approved by the AO, each pit will be three times the size of the root ball/container to accommodate the

entire root without restriction, in all cases the bottom and sides of the pit needs to be broken up with a fork. The contractor should allow in his rates to include a perforated watering tube, approved by the AO, to be installed in every tree pit.

8.31.3 All trees {provided by the Local Authority} shall be positioned in the planting pit to their natural depth, so that the nursery root collar is level with the surface of the ground. Any broken or damaged roots or shoots shall be pruned to sound wood. The stake and the tree should be presented in the planting pit before planting commences to ensure that they both fit within the tree pit. The tree shall be placed in position parallel to the stake to provide the most satisfactory appearance whichever staking method is specified. The roots shall be spread out ready for the back-fill mixture (in the case of bare root stock). The tree roots will be covered by the planting mixture and the tree shaken gently so that all the spaces around the roots are filled. The remaining back-fill will be added in layers of 150mm deep. At each stage it should be firmly consolidated to eliminate air pockets under and around the root system. Any surplus backfill to be removed from site and disposed of. Following planting any settlement that occurs shall be made up at the contractor's expense. On occasion underground guying (supplied by the Local Authority) will be specified. The kits are to be installed in accordance with the manufacturer's instructions.

8.31.4 Where specified by the AO, a galvanised metal cage (supplied by the Local Authority) will be installed by the contractor and secured to the ground with at least 3 pins in such a way that no part of the tree will rub on the cage.

8.31.5 If deemed necessary the contractor will install strimmer guards/watering bags (to be supplied by the Local Authority.) at the base of the trees.

8.32 Tree Planting - Feathered

8.32.1 The contractor must excavate a pit at least 75mm greater than the depth and width of the roots and be at least 300mm square and deep. The stake and the tree should be presented in the planting pit before planting commences to ensure that they both fit within the tree pit. The tree shall be placed in position parallel to the stake to provide the most satisfactory appearance. The stake must be positioned on the leeward side of the tree. Side shoots that impede the effective attachment of the stake must be removed cleanly with appropriate tools.

8.33 Tree Planting – Whips

8.33.1 The Contractor will plant whips (provided by Cherwell District Council) using a straight backed planting spade, the slit must be made in the ground to the full depth of the spade and a second slit made joining the first forming a L shape. The soil will then be lifted by levering the spade backwards; the tree shall be inserted into the notch produced at greater depth than required. The spade must then be removed from the soil and

the tree pulled upwards (without stripping the roots) to bring it to the correct nursery collar level. The tree will then be firmed into the ground. The trees will be supported by canes and protected by planting tubes (supplied by the Local Authority).

8.34 Single Stake Method

- 8.34.1 The stakes should be 2400 mm long (2000mm in the case of feathered trees) by 60mm diameter positioned upright, normally on the windward side of the tree. A minimum of 600mm of the stake shall be driven into undisturbed ground. The stake shall be driven into the ground before planting commences.
- 8.34.2 All stakes supplied for tree planting shall be tanalised. They should be round free of noticeable distortions, pointed at one end and of uniform thickness with a minimum of 60mm and a maximum of 75mm in diameter.
- 8.34.3 Each tree tie will include a rubber resilience spacer to prevent chaffing between the tree and stake. Where necessary an additional spacer shall be fitted if the tree has a kinked stem
- 8.34.4 All tree ties will be of an expandable rubber type, approved by the AO. All ties to be secured with a galvanised nail.

8.35 Double Stakes

- 8.35.1 The stakes should be 2400 mm long by 60mm diameter positioned upright. The Stakes will be 2400mm long and set upright, normally on the windward side of the tree. A minimum of 600mm of the stake shall be driven into undisturbed ground. The stakes should be positioned outside of the root ball of the tree. A cross bar of wood will be attached between the stakes, or loops of rubber and spacers attached to each stake as specified by the AO. The stake shall be driven into the ground before planting commences.
- 8.35.2 All stakes supplied for tree planting shall be tanalised. They should be round free of noticeable distortions, pointed at one end and of uniform thickness with a minimum of 60mm and a maximum of 75mm in diameter.
- 8.35.3 Rubber spacers and tie will be attached to the cross bar to hold the tree in place and prevent chaffing of the trees bark. Where necessary an additional spacer shall be fitted if the tree has a kinked stem
- 8.35.4 All tree ties will be of an expandable rubber type, approved by the AO. All ties to be secured with a galvanised nail.

8.36 Removal stakes ties, guards and watering bags

- 8.36.1 If fitted means that the Contractor will completely remove tree stakes, ties, guards and watering bags, and will fill the resultant holes with good quality topsoil lightly compacted. Disposal of the trees/stakes and guards will be the responsibility of the Contractor. If cages and watering bags are fit for

reuse these should be removed and kept either in the Contractors yard or taken to the Local Authorities lock up for re-use at a later date.

8.37 Re-tie – Single/Double Staked Tree

- 8.37.1 The Contractor shall supply and fit replacement tie/ties to a young tree, which has come adrift from its stake.

8.38 Removal of Vandalised / Failed Standard Tree

- 8.38.1 The contractor will remove all parts of the tree, stake, tie and guard and backfill any holes with suitable material and lightly compact.

8.39 Mulch

- 8.39.1 The contractor will apply a layer of fresh mulch around the base of the tree to a depth of 100 mm to a distance of 1m away from the trunk of the tree after weeding, and removing any rubbish, around the base of the tree. The circular mulch ring will be edged and clearly defined.

8.40 Irrigation

- 8.40.1 The Contractor will water trees to field capacity as required to achieve good establishment and maintain healthy growth. In addition, if fitted, watering bags should be filled to full capacity.

8.41 Young Tree Maintenance (YTM)

8.41.1 The AO will issue a monthly Tree Work Order between April to October (inclusive) The Contractor will visit all trees specified within the Tree Work Order. By the end of the third working week of the month all YTM operations will be complete. During the visit the contractor will ensure that:

- a) the tree pit is kept weed and litter free.
- b) the circular mulch base is consistently maintained at 100mm in depth and 2.0m in diameter, edged and clearly defined.
- c) any dead, damaged or diseased branches are removed with all pruning undertaken in accordance with BS3998
- d) the cage & pins / underground guys / stakes are upright, level, checked for stability and repaired as necessary. The Contractor is to notify the AO of any stakes or cages that require replacing.
- e) the ties are checked for looseness / tightness and adjusted or replaced as necessary.
- f) the ties are preventing the tree rubbing against the supporting cages / stakes.

8.41.2 In addition to the above, during the months of April to October inclusive, each tree receives irrigation to field capacity on two occasions each month. In addition, any watering bags fitted will be filled to full capacity. Unless instructed otherwise by the AO, the contractor will programme the timing of each visit for the first and third week of each month.

8.41.3 The contractor is to immediately notify the AO of any tree, stake, cage, tie included within the schedule, which appears to be in a poor condition, or has suffered from recent damage or vandalism.

8.41.4 Any trees specified in the schedule to receive young tree maintenance which either fail or appear to be in poor health or decline for any reason other than vandalism will be removed and replaced during the first available planting season at the contractors own expense. Any replacements must be purchased from an agreed supplier and be of the same size and quality as originally supplied by the Council unless otherwise approved by the AO.

8.42 Normal Day Rate

8.42.1 The Contractor will provide a three man crew, vehicle and machinery to perform arboricultural operations between the hours of 07:30 and 17:30 Monday to Friday.

8.43 Out of Hours Rate

8.43.1 The Contractor will provide a three-man crew, vehicle and machinery to perform arboricultural operations out of hours as requested by the AO.

SECTION 9
LANDSCAPE DEVELOPMENT
WORKS

9.0 TURFING AND GRASS SEEDING

9.1 General Conditions

- 9.1.1 All work specified shall be carried out in accordance with B.S. 4428 – 1989 General Landscape Operations, Section 6. Turf shall be in accordance with B.S. 3969 -1998+A1:2013 Recommendations for Turf for General Landscape Purposes.
- 9.1.2 Turf should not, unless otherwise instructed by the AO, contain weed grasses such as Annual Meadow Grass, Cocksfoot, Creeping Soft Grass, Meadow Barley, Yorkshire Fog or Perennial Weeds.
- 9.1.3 The soil of the turf should be medium loam and free from stones over 15mm gauge. Soil may vary from heavy to light loam but should be consistent in character for the whole of each requirement.
- 9.1.4 Turf should be of a rectangular shape and of uniform thickness. Unless otherwise agreed, they should have a minimum thickness of 25mm.
- 9.15 The grass should be close texture, of even density and green in colour. The turf should be sufficiently fibrous for turf to hold together when handled, but excess mat or fibre is undesirable. The grass should have been closely mown. It should not be affected by any pests or diseases. The standard and quality of turf required for the job shall be agreed with the AO and paid for in accordance with the Schedule of Rates. (See Appendix in the schedules)
- 9.1.6 Turf should not be stacked for longer than 3days unless agreed with the AO. When turfing large areas supplies of turf should be delivered at appropriate intervals throughout the work, so as to avoid stacking for long periods. Turf unloaded by hand should not be stacked higher than 1 metre and appropriate measures should be taken to prevent any inconvenience or danger to the public.

9.2 Establishment Period - Seeding and Turfing

- 9.2.1 The Contractor will establish a good sward of the specified mixture free from pernicious weeds. During the period of establishment all newly grassed areas shall be cut twice, each cut reducing the growth height by half. The first and second cuts shall take place when the growth height reaches 75mm. Cutting must be undertaken using an approved mowing machine when conditions are not excessively wet or damp. The Contractor must remove all stones and other deleterious material from site, prior to grass cutting operations.
- 9.2.2 Thereafter the areas shall be treated as per their appropriate specification i.e., Sports turf, amenity turf etc., and incorporated into regular maintenance schedules.

9.3 Initial Ground Preparation for Turf or Seed

- 9.3.1 The Contractor will be supplied with site plans where appropriate for the area, or the area for planting may be marked on the ground by the AO. Any of the following works may be necessary according to the requirements of the individual site.
- 9.3.2 Cut down herbage by strimming or flailing to 50mm above ground level and remove from site for proper disposal.
- 9.3.3 Apply translocated herbicide 20 days prior to planting preparation.
- 9.3.4 Apply contact herbicide 10 days prior to planting preparation.
- 9.3.5 The topsoil shall be cultivated to a depth of 125mm avoiding the disturbance of the subsoil by mechanical means or by hand cultivation on banks or confined areas as approved by the AO. All stones, weeds, roots and other deleterious materials which are brought to the surface shall be removed from site and disposed of.
- 9.3.6 Soil must be cultivated to a friable tilth and include treading, firming and raking to a level soil surface by methods to be approved by the AO. Where applicable the degree of accuracy in determining a level profile shall be determined by boning rods and/or site levels after firming in accordance with B.S. 4428:1989.
- 9.3.7 With the exception of new wildflower areas, unless otherwise specified all areas to be seeded or turfed will have a base dressing of an approved granular pre-seeding fertiliser in the ratio of 10:12:15 (N.P.K.), applied at the rate of 40 grams per square metre. The dressing shall be applied by means of approved fertiliser distributor machinery or by hand in small or confined areas, and then lightly worked into the surface with a harrow or rake.
- 9.3.8 Operations must not be carried out during periods of inclement weather, i.e., when the ground is wet, frosty or waterlogged. Timing of operations will generally be confined to the Spring and Autumn periods or as instructed by the AO in accordance with specifications.

9.4 Turf Laying

- 9.4.1 The Contractor shall only lay turf when weather and soil conditions are suitable, normally between October - April. Turf should not be laid in exceptionally dry or frosty conditions.
- 9.4.2 Turf should not be laid until the top soiling in whole or in part has been satisfactorily completed by being brought to an even tilth and firmness. Turf from the stack should be wheeled across site on planks laid closely side by side. Adequate timber planks should be used to support workmen and barrows, and provide access. Turf should be laid on the prepared soil

bed and firmed into position in consecutive rows with broken joints (as in stretcher bond brickwork), closely butted and to the correct levels.

- 9.4.3 The turf should be laid off planks working over turf previously laid. Where necessary, the turf should be lightly and evenly firmed with wooden beaters, the bottom of the beaters being frequently scraped clean of accumulated soil or mud. Where specified by the AO, a dressing of finely sifted topsoil (complying with B.S. 3882:2015 "Specifications for Topsoil") or fine peat should be applied and well brushed into joints. Any inequalities in finished levels owing to variation in turf thickness or uneven consolidation of soil should be adjusted by raking and/or by packing fine soil under the turf. A roller should not normally be used. The finished level of the turf should conform to the levels specified, allowing for final settlement, normally 10mm proud of any surrounding hard surface area. Turf edges and margins should be laid with whole turves.

9.5 Turfing on Banks Exceeding 30 Degrees

- 9.5.1 Stability and retention of soil and seed may be a problem when turfing banks with a gradient of/or exceeding 30 degrees. Turfing should not be undertaken until the bank has been satisfactorily graded and stabilised.
- 9.5.2 Turf should comply with BS: 3969 +A1:2013. It is important that turves to be used on banks should be sufficiently fibrous to withstand handling conditions.
- 9.5.3 Turfing on banks will normally be carried out during the Autumn and early winter period. Spring operations should be avoided due to the harmful effects of prolonged dry weather and drying winds.
- 9.5.4 Sufficient timber planks and ladders should be used to ensure safe and efficient working. The turf may be laid diagonally or horizontally. They should be laid to stretch bond pattern, butt-jointed, firmed and secured by stout biodegradable pegs 200mm in length. Finely sifted topsoil should be worked well into the joints. On very steep banks or where stability is a major problem, netting should be laid over the turf and pegged down. Where necessary the wire netting should be reinforced at the top and bottom immediately, with stout wire cable threaded through the mesh.

9.6 Irrigation

- 9.6.1 Where irrigation is required to ensure establishment and healthy growth the Contractor will use either sprinklers or oscillating sprays so as not to wash soil out of the joints. If shrinkage occurs and the joints open, fine topsoil or compost must be brushed in and well watered. Where necessary, the responsibility for the use of standpipes and liaising with the Local Water Authority shall lie with the contractor.

9.7 Grass Seeding

9.7.1 The Contractor will carry out work in this specification in accordance with B.S. 4428:1989 General Landscape Operations and ensuring that the correct grass seed mix is used in the right situation.

9.7.2 GRASS SEED MIXTURES

MIXTURE 1	USE
10% Small Leaved Timothy	High Profile Amenity Areas
45% Smooth Stalked Meadow Grass	
25% Chewings Fescue	
15% Creeping Red Fescue	
5% Browntop Bent	

MIXTURE 2	USE
20% Perennial Rye Grass	General Amenity Areas
15% Small Leaved Timothy	
40% Smooth Stalked Meadow Grass	
20% Blend of Chewings	
5% Fescue & Creeping Red Fescue	

MIXTURE 3	USE
10% 4Turf Tetraploid Ryegrass	Football Pitches Rugby Pitches Athletics Facility
30% Perennial Ryegrass Variety 1	
30% Perennial Ryegrass Variety 2	
30% Strong Creeping Red Fescue	

9.7.3 The Authorised Officer must approve any deviation from the above recommendation.

MIXTURE 4
Meadow Mix (To be agreed with AO dependent on location and type of Meadow)

9.7.4 Mixtures for conservation areas and/or areas identified for rural management techniques must be approved by the AO.

9.8 Final Cultivation

- 9.8.1 Prior to seeding, the area shall be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regarding of the surface will be carried out to conform to the specified finished level. The Contractor will remove all stones over 30mm in diameter. The final level will be 10mm above any adjacent hard surface area.
- 9.8.2 After cultivation has been carried out, the area will be sown with grass seed specified by the AO and be of an appropriate mix for the site. Seed will be sown at the rate of 35 grams per square metre by either hand or mechanical means, ensuring even distribution.
- 9.8.3 Grass seed shall be stored off the ground in a clean, dry place free from vermin. The Contractor will be required to submit certificates for all grass seed stating the seed source, mixture percentage, percentage purity and percentage germination.
- 9.8.4 The AO will be entitled to take samples of the grass seed mixture for testing. The seed mixture must meet the requirements for germination and purity laid down in B.S. 4428:1989.
- 9.8.5 Following an even distribution of seed, the Contractor will carry out a light raking or harrowing of the area and ensuring a consolidation of seed with soil by use of a light roller.
- 9.8.6 All reasonable precautions shall be taken to ensure that pedestrians and other traffic do not cross the area during cultivation until the grass is established.
- 9.8.7 All grassed areas will only be accepted by the AO for practical completion when germination has proved satisfactory and all weeds and deleterious matter have been removed.
- 9.8.8 Where, in the opinion of the AO, excessive subsidence of seeded areas arise, such subsidence must be rectified at the Contractor's expense. All depressions to be made good with quality topsoil, carrying out the necessary cultivations, fertilising and seeding as previously specified and as required by the AO. The Contractor will allow for re-seeding any bare patches with previously specified mixture. In instances where establishment of re-seeding is unlikely to be satisfactory, the AO may require the area to be turfed at the Contractor's own expense.

9.9 NEW PLANTING SCHEMES

9.9.1 General

- 9.9.2 The majority of new landscape works shall be carried out during the period October to March unless instructed otherwise by the AO. The quantity of work required may vary from year to year but will normally comprise of a

number of the operations listed below, tailored to meet the requirements of the individual project.

9.9.3 The Contractor shall be familiar with BS 4428:1989 - Code of Practice for general landscape operations and shall work to this as a minimum standard.

9.9.4 The Contractor shall submit a unit rate for each of the operations outlined in the schedules and his rates should allow for the following:

- Supplying all the necessary materials, excluding plant material;
- Transport to and from the site of all materials;
- The interruption of works due to unfavourable ground conditions, such as waterlogging, frost etc.;
- The reinstatement of surrounding areas where damage has been caused by the Contractor's operations.
- The removal of all surplus materials from site and the cleansing of any adjacent hard surface areas.

9.10 Preparatory Works

9.10.1 The Contractor will be supplied with site plans where appropriate for the area, or the area for planting may be marked on the ground by the AO. Any of the following works may be necessary according to the requirements of the individual site.

9.10.2 Cut down herbage by strimming or flailing to 50mm above ground level and remove from site for proper disposal.

9.10.3 Apply translocated herbicide 20 days prior to planting preparation.

9.10.4 Apply contact herbicide 10 days prior to planting preparation.

9.10.5 Supply and spread topsoil as per BS 3882 Premium Grade.

9.10.6 Supply and spread topsoil as per BS 3882 General Purpose Grade.

9.10.7 Supply and spread topsoil as per BS 3882 Economy Grade.

9.10.8 Supply and spread spent well-rotted farmyard manure to be specified by AO, to a depth of 75mm and incorporate it into the top 225mm of the soil surface.

9.10.9 Cultivate existing ground to a depth of 225mm removing all stones in excess of 50mm in diameter weeds and other deleterious material for proper disposal. Grade and rake level taking out any deviations in the finished level in preparation for planting.

- 9.10.10 Supply and spread an approved pre-planting fertiliser across the whole of the area to be planted incorporating it into the top 225mm of the soil surface.

9.11 Planting

- 9.11.1 Unless otherwise specified all plant material shall be delivered by the AO to the contractors depot facilities. If the Contractor should be required to provide any plant material this should comply to a minimum standard of B.S. 3936-1:1992.
- 9.11.2 Care should be taken when transporting plant material to site to prevent any wind desecration to foliage and root systems. Any bare root plants shall remain covered until the actual moment of planting.
- 9.11.3 Plants shall be set out on site in a methodical manner, adhering to the plant centre spacings provided by the AO.
- 9.11.4 Planting pits should be excavated 150mm wider and deeper than the root spread. Polythene and other non-biodegradable containers should be removed and any damaged roots carefully pruned.
- 9.11.5 A pre-planting fertiliser should be incorporated into each individual planting pit backfill material. Plants should be positioned at the nursery level with due allowance for settlement. The planting pit should be backfilled to half its depth and firmed by treading, the remainder of the backfill then being incorporated and firmed.
- 9.11.6 The Contractor should allow in his rates for any formative pruning e.g. reducing native hedging plants, Cornus, Pyracantha, and Shrub Roses by 33% after planting and the removal of all traces of footprints from the soil surface, leaving it in a tidy level condition.
- 9.11.7 Plant herbaceous/shrub material in 1 to 3 litre pots.
- 9.11.8 Plant open ground shrubs in 5 to 20 litre pots.
- 9.11.9 Plant herbaceous/alpines/heathers.

9.12 Bulb Planting

- 9.12.1 Unless otherwise instructed by the AO, Spring flowering subjects will normally be planted during the period September-November.
- 9.12.2 Summer flowering subjects during March-April.
- 9.12.3 Autumn flowering subjects during July-August.

- 9.12.4 Unless otherwise indicated, all bulbs and corms will be supplied by the AO.
- 9.12.5 Species of bulbs shall be categorised as follows
- a) Bulbs less than 20mm in diameter e.g. Galanthus, Iris, Crocus, Chionodoxa;
 - b) Bulbs greater than 20mm but less than 40mm in diameter e.g. Dwarf Narcissus, "Thalia" etc.
 - c) Bulbs greater than 40mm in diameter e.g. Larger Narcissus, "Carlton" etc.
- 9.12.6 "Naturalise bulbs in grass" shall mean to disperse bulbs in a random manner across the area to be planted and carefully lifting the turf with a fork/spade and plant the bulbs as they fell 2.5 to 3 times their own depth. The area of the planting shall be lightly firmed after planting. The density of the planting should be as determined by the AO.
- 9.12.7 "Naturalise bulbs in borders" shall mean to plant as above, but not encroaching into existing plant material. All traces of footprints etc. to be removed after planting.

9.13 Plant Hedge Material

- 9.13.1 Strip and dispose of turf and surface vegetation from planting strip and thoroughly cultivate a strip 600mm wide and to a minimum depth of 450mm. Remove all stones and debris over 50mm. Incorporate approved planting compost at a rate of 20 litre per square metre and approved fertiliser at 50g per square metre. Cultivate and fork in well to the full depth of the planting strip. Hedging plants to be supplied by the AO shall be planted as directed in straight lines and to the mix as directed by the AO. At all times the plants and their roots shall be protected either in sacks or by heeling in to prevent the roots from drying or being frozen. For hedging types such as beech, hawthorn, hornbeam and mixed native hedging, the planting shall be in double rows planted staggered apart at 450mm centres and 450mm between rows. Plant to the depth as previously grown in the nursery and firm. Each plant to be protected with a plastic mesh vermin guard with cane. Immediately water the entire planting strip to field capacity and then apply bark mulch to a minimum depth of 75mm over the full width of the planting strip.

9.14 Prepare Ground and Plant Wild Flower Plugs

- 9.14.1 The Contractor will be supplied with site plans where appropriate for the area, or the area for planting may be marked on the ground by the AO. Any of the following works may be necessary according to the requirements of the individual site.

- 9.14.2 Cut down herbage by strimming or flailing to 50mm above ground level and remove from site for proper disposal.
- 9.14.3 Apply translocated herbicide 20 days prior to planting preparation.
- 9.14.4 Apply contact herbicide 10 days prior to planting preparation.
- 9.14.5 Strip and dispose of turf and surface vegetation from the planting area and thoroughly cultivate to bring topsoil to a fine tilth. Remove all stones and debris over 50mm. Wildflower plugs supplied by the AO shall be planted to the mix or planting plan as directed by the AO to an average density of 60 plants per square metre. Plant each plug with a trowel and gently firm. Immediately on completion water the entire planting area to field capacity.

9.15 Mulching

- 9.15.1 On receipt of instructions from the AO, the areas indicated shall be mulched to a depth of 50mm. The mulch should be spread evenly across the surface taking care not to bury any plant material. The AO will deliver the mulch to the Contractors depot the Contractor shall allow in his rates for transporting the material to site and spreading/m³.
- 9.15.2 Transport and spread medium ornamental conifer bark, 25mm-60mm.
- 9.15.3 Transport and spread wood chip mulch.
- 9.15.4 Transport and spread spent mushroom compost.
- 9.15.5 Transport and spread recycled green waste produced from contract arisings.

9.16 Supply and Erect Chestnut Fencing

- 9.16.1 Supply and erect chestnut pale fencing to BS 1722 Pt 4:1972 1200mm high cleft pale fencing, pales at 75mm spaces pointed at top on three lines of wire. Posts to be larch posts 1800mm by 100mm girth, driven vertically 600mm into firm ground at 3m centres. Secure each line wire to posts with 25mm galvanised staple nails. Over long lengths of fencing the line wires shall be tensioned and secured to 2320mm x 125mm x 125 mm straining posts and struts at 50m centres.

9.17 Supply and Install Stockproof Fencing

- 9.17.1 Supply and install stock proof fencing including straining, intermediate and strutting posts, 1m height galvanised sheep netting of a maximum mesh size of 150 x 150mm B8/80/15, one wire line (4mm (8 swg) galvanised) and a top barbed wire line (two strand 2.5mm (12.5 swg) galvanised four point). Straining posts with struts at the end of a run, corners or change of direction. Netting should be properly strained and stapled. Staples to be

placed on the top, third, fifth and bottom wires of the netting on each post. Staples shall be 40mm x 4mm galvanised wire. All wires to be re-tensionable. All work to be to BS 1722 and all wire to conform to BS 4102/BS EN 10223.

9.18 Supply and Install galvanised 5 bar gate

- 9.18.1 Supply and install single galvanised 3.6m wide five bar gate to BS 5709:2006. To include tubular steel hanging and shutting posts with caps and all associated latches, fixings and bolts.

9.19 Set and Maintain Irrigation System

- 9.19.1 The only irrigation system is at Banbury Cross and comprises of the following components:

Netafim Aqua Pro electronic timer
Main line pipework – approx 50 LM
Flexible drip line – approx 150 LM
Sprinklers – 4 no.
Pipework for 3 no. floral hobby horse features
Various fixtures and fittings

- 9.19.2 The system detailed above will need to be installed, prior to the planting of the bedding, at the start of each summer season, on instruction by the AO. The contractor will be responsible for setting the timer at a frequency agreed with the AO.

- 9.19.3 The contractor will check for any failures throughout the season and report any such failings to the AO. At the end of the summer the system will need to be drained down, removed by the contractor and stored over winter at his own expense. During this period the contractor should inspect all parts removed and any requiring replacement must be reported to the AO.

APPENDIX 5

Construction Stage Monitoring Schedule

Construction Stage Monitoring

Construction stage monitoring will include the following. It will tie in with and compliment the Construction Environmental Management Plan (CEMP) and the Sustainable Waste Management Plan (SWMP).

ET9 Homes	Monitoring method	Units	Notes / comments
ET9-1	Post construction Code assessment		
ET9-2	Post construction air tightness testing meet specified standard	Air changes per hour	
ET9-3	Post construction co-heating tests deliver satisfactory results		
ET10 Employment	Monitoring method	Units	Notes / comments
ET10-1	Construction related jobs	FTE each year	Report against the Economic Strategy. Need to define construction related jobs.
ET10-2	Construction skills strategy implemented		Report against the Economic Strategy
ET10-3	Number of apprenticeships and training placements		Report against the Economic Strategy
ET10-4	Number of local businesses benefiting from construction process		
ET10-5	Other local jobs due to construction process eg. Product suppliers, catering services etc		
ET11 Transport	Monitoring method	Units	Notes / comments
ET11-1	Construction site travel plan in place and delivered		

ET11-2	Modal share of construction work force	Contractor reporting		
ET11-3	Average commuting distance for construction workers	Contractor reporting	Km	Calculated from post codes
ET11-4	Average sourcing distance of construction materials	Contractor reporting	Km	Weighted for different materials by tonnes
ET16 Biodiversity		Monitoring method	Units	Notes / comments
ET16-1	Construction Environmental Management Plan delivered	Contractor reporting		
ET16-2	Out of bounds areas enforced	Contractor reporting		
ET16-3	Trans location measures successful	Contractor reporting		
ET16-4	Key species and habitats successfully protected	Contractor reporting		
ET17 Water		Monitoring method	Units	Notes / comments
ET17-1	Construction related water consumption	Contractor reporting	litres / year	
ET17-7	Water quality in run off streams	Contractor reporting		Standards and monitoring requirements to be agreed with the Environment Agency
ET19 Waste		Monitoring method	Units	Notes / comments
ET19-1	Assessment of waste management practice	Assessed on basis of indices below		
ET19-2	SWMP in place and delivered	Contractor reporting		
ET19-3	Total construction waste (including recycling) as a % of total construction materials bought	Contractor reporting	%	

ET19-4	Total construction waste (including recycling)	Contractor reporting	Tonnes / month	
ET19-5	Total construction waste to landfill	Contractor reporting	Tonnes / month	
ET19-6	Total hazardous waste	Contractor reporting	Tonnes / month	
ET19-7	Breakdown of construction waste recycled	Contractor reporting	Tonnes / month	
ET19-8	Construction materials reused	Contractor reporting	Tonnes / month	
ET19-9	Earth / fill movements on or off site	Contractor reporting	Tonnes / month	
ET21 Transition		Monitoring method	Units	Notes / comments
ET21-1	CEEQUAL Award achieved	Contractor reporting		Target Excellent
ET21-2	BREEAM ratings achieved	Contractor reporting		Target Excellent
ET21-3	Code for Sustainable Homes assessments achieved	Contractor reporting		Target Code 5
ET21-4	Carbon emissions from construction activities	Contractor reporting	tCO2 /month	Site energy consumption – electricity, diesel consumption
ET21-5	Considerate Contractors standard met	Contractor reporting		
ET21-6	Environmental reporting (ref CEMP)	Contractor reporting		Noise, dust, water runoff, toxic emissions or waste
ET21-7	Embodied carbon impacts of construction	Contractor reporting	tCO2	Track embodied CO2 and compare with original embodied CO2 targets
ET21-8	% Timber products sustainably sourced	Contractor reporting	%	Could be FSC, European PEFC, local or reclaimed
ET21-9	Sustainable materials sourcing policy met	Contractor reporting	%	

APPENDIX 6

Post Occupancy Monitoring Schedule

NW Bicester Post Occupancy Monitoring

Source Objective	Ref	What	When	Method	Who	Units	Notes
General Data	GD-1	No. homes occupied	Annual	Developer report	To be identified	Number	Number of residential buildings occupied at end of year
General Data	GD-2	Affordable homes	Annual	Developer report	To be identified	Number	Number of affordable homes occupied at end of year
General Data	GD-3	Delivery against timetable:	Annual	Developer report	To be identified	Qualitative summary	Summary of elements put in place during the monitoring period, e.g. community facilities, services
	GD-4	Occupancy correlated with Real Time Information System data	Annual	METHOD TBC	To be identified	Numbers	Anonimised occupancy levels correlated with Real Time Information System data on energy and water consumption. Providing number of adults and number of under 18s
Government Objective	GO-1	Average carbon footprint of residents	Biennial	Calculated	To be identified	tCO ₂ /person/year	Objective for Eco Towns includes .. "to reduce the carbon footprint of development by ensuring that households and individuals in eco-towns are able to reduce their carbon footprint to a low level and achieve a more sustainable way of living."
ET7 Zero Carbon	ET7.1	Total electricity generated on site by the CHP	Annual	Metering	To be identified	kWh/year	Total annual electrical output from the on-site CHP
ET7 Zero Carbon	ET7.2	Electricity generated by PV by property	Annual	Metering	To be identified	kWh/year	This data can be made anonymous for data protection reasons. Distribution graphs will show the range of consumption levels and allow individual occupants to compare themselves with their neighbours and with the national average.
ET7 Zero Carbon	ET7.2b	Electricity generated by PV on each non-residential building	Annual	Metering	To be identified	kWh/year	Total annual electrical output from the on-site PV
ET7 Zero Carbon	ET7.2c	Total electricity generated on site by PV	Annual	Metering	To be identified	kWh/year	Add up data from energy provider for CHP and Real Time Information System Provider for PV.
ET7 Zero Carbon	ET7.3a	Electricity generated on site Total	Annual	Calculated using metering data	To be identified	kWh/year	This will give an indication of how much PV-generated electricity is consumed directly in buildings on which it is situated
ET7 Zero Carbon	ET7.3b	Net export of electricity to grid - PV	Annual	Metering	To be identified	kWh/year	

ET7 Zero Carbon	ET7.4a	Heat output from on-site generating technology - CHP	Annual	Metering	To be identified	kWh/year	Annual heat produced by each heat-generating technology, including system heat losses and heat dumped.
ET7 Zero Carbon	ET7.4b	Heat output from on-site generating technology - Boiler	Annual	Metering	To be identified	kWh/year	Annual heat produced by each heat-generating technology, including system heat losses and heat dumped.
ET7 Zero Carbon	ET7.4c	Gas consumption by generating technology - CHP	Annual	Metering	To be identified	kWh/year	
ET7 Zero Carbon	ET7.4d	Gas consumption by generating technology - Boiler	Annual	Metering	To be identified	kWh/year	
ET7 Zero Carbon	ET7.5a	CO2e emissions by generating technology - CHP	Annual	Calculated using metering data above from SSE	To be identified	kWh/year	To be calculated from E7.1.13 Gas consumption by each generating technology
ET7 Zero Carbon	ET7.5b	CO2e emissions by generating technology - Boiler	Annual	Calculated using metering data above from SSE	To be identified	kWh/year	To be calculated from E7.1.13 Gas consumption by each generating technology
ET7 Zero Carbon	ET7.6a	Gas CHP running hours	Annual	Metering	To be identified	hrs	Monthly log
ET7 Zero Carbon	ET7.6b	Gas boiler running hours	Annual	Metering	To be identified	hrs	Monthly log for each boiler
ET7 Zero Carbon	ET7.7a	Electricity demand By each non-residential occupier	Annual	survey + metering	To be identified	kWh/year	
ET7 Zero Carbon	ET7.7b	Electricity demand Non-residential Total	Annual	calculated using info provided by all non-residential occupiers	To be identified	kWh/year	
ET7 Zero Carbon	ET7.8a	Electricity demand By household	Annual	metering	To be identified	kWh/year	
ET7 Zero Carbon	ET7.8b	Electricity demand Residential total	Annual	Calculated	To be identified	kWh/year	
ET7 Zero Carbon	ET7.9	Site-wide Electricity demand Total	Annual	Calculated	To be identified	kWh/year	Calculated by adding non-resi and resi in row above together
ET7 Zero Carbon	ET7.10a	Heat demand By each non-residential occupier	Annual	Metering	To be identified	kWh/year	

ET7 Zero Carbon	ET7.10b	Heat demand Non-residential Total	Annual	Calculated using info provided by all non-residential occupiers	To be identified	kWh/year	Heat = space heating and hot water
ET7 Zero Carbon	ET7.11a	Heat demand By household	Annual	Metering	To be identified	kWh/year	
ET7 Zero Carbon	ET7.11b	Heat demand Residential total	Annual	Calculated	To be identified	kWh/year	Heat = space heating and hot water
ET7 Zero Carbon	ET7.12	Site-wide Heat demand Total	Annual	Calculated using information from others	To be identified	kWh/year	Calculated by adding non-resi and resi in row above together
ET7 Zero Carbon	ET7.13	Site wide carbon balance	Annual	Calculated	To be identified	tCO2/year	Calculated from data above. TARGET: net zero for buildings
ET17 Water	ET17.1a	Mains water demand By each non-residential occupier	Annual	Metering	To be identified	Litres per year	Target: BREEAM Excellent.
ET17 Water	ET17.1b	Mains water demand Non-residential Total	Annual	calculated using info provided by all non-residential occupiers	To be identified	Litres per year	
ET17 Water	ET17.2a	Mains water demand By household	Annual	Metering	To be identified	Litres per day	TARGET: Residential water use to be <110 litres/person/day
ET17 Water	ET17.2b	Mains water demand Residential total	Annual	Calculated	To be identified	Litres per day	TARGET: Residential water use to be <110 litres/person/day

ET17 Water

Litres per year

To be identified

Metering

Annual

Any other significant metered water demands eg Landlord's supply to rainwater tanks in flats or homes, allotments, site wide meter point

ET17.3

	Employment space delivered on site	Annual	Developer report	To be identified	m2	Floor area of employment space completed on site at end of year
ET10.1	Employment space delivered on site	Annual	Developer report	To be identified		
ET10.2	On-site jobs created	Biennial	Survey of non-residential occupiers	To be identified	Number FTE Jobs at 31 March and average FTE jobs for the year	
ET10.3	No. employees on site who live in NW Bicester	Biennial	Survey of non-residential occupiers	To be identified	No. FTE that live in NW Bicester at 31 March and average FTE for the year that live in NW Bicester	
ET10.4	Home working	Biennial	Survey of residents	To be identified	Number	A resident who works for part of a day from home and part of that day elsewhere shall not be treated as working from home on that day and a Resident who works part time (or full time) who works for less than 3 hours on a day shall not be treated as working from home on that day.

ET12 Healthy Lifestyles

	Exercise frequency	Biennial	Survey of residents	To be identified	%	How many people have exercised in the last week/month? How healthy do you feel?
ET12-1	Exercise frequency	Biennial	Survey of residents	To be identified		
ET12-2	Perceived health	Biennial	Survey of residents	To be identified	Score from 1 – 10?	
ET12-3a	Perceived wellbeing	Biennial	Survey of residents	To be identified	Score from 1 – 10?	How would you score your sense of well-being
ET12-3b	Perceived health and wellbeing of non-residential occupants in their work environment	Biennial	Survey of non residential occupants	To be identified	Score from 1 – 10?	Questions tailored to enquire specifically about the non residential environment and individual work environments, rather than employee's homes. Data to be collected via staff survey coordinated by one designated representative from each occupant organisation.
ET12-4a	Perceived comfort of homes levels: temperature, humidity	Biennial	Survey of residents	To be identified	Biennial	Are people warm enough, cool enough? Does their home feel fresh and well ventilated?

ET12: Healthy lifestyles	Perceived comfort of non-residential units levels: temperature, humidity	Biennial	Survey of non residential occupants	To be identified	Biennial	Are people warm enough, cool enough? Does their place of work feel fresh and well ventilated? Questions tailored to enquire specifically about work environments. Data to be collected via staff survey coordinated by one designated representative from each occupant organisation.
ET14: Green Infrastructure	Extent of green infrastructure – Annual public & private	Annual	GIS mapping/ TBC	To be identified	Percentage	Monitor against target 40% green space, half of which is public - METHOD TBC
ET14.2	Take up of allotments	Annual	Developer records	To be identified	Percentage	% plots taken and actively used. Reported by allotment provider (may be developer)
ET14.3	Active users of GI	Biennial	Survey of residents	To be identified	Percentage	Summary of resident survey findings
ET16: Biodiversity	Report against delivery of the Landscape and Ecological Management Plan (LEMP)	Annual	Ecologist survey and report	To be identified	Qualitative report	LHMP monitoring schedule to be agreed. Encourage and support coordinated volunteer monitoring surveys.
ET16: Biodiversity	Area of key habitats	Annual	GIS / Ecologist report	To be identified	m2	<p>Key habitats to be included in the calculation identified in the ELMP:</p> <ul style="list-style-type: none"> • Retained hedgerow network and associated trees • Translocated hedgerows • Newly planted hedgerows • Species-rich/ biodiverse grasslands • Herb-rich amenity grassland • SuDS swales • SuDS ephemeral ponds • SuDS ponds • SuDS reed screen • Nature conservation ponds • Green roofs • Native woodland planting • Trees and orchards • Nest boxes • Homezones and green lanes • Play areas
ET16: Biodiversity	Number of indicator species	Annual	Ecologist report	To be identified	Summary of report findings	<p>Indicator species to be defined in Ecological and Landscape Management Plan (ELMP):</p> <ul style="list-style-type: none"> • Invertebrates • Amphibians • Reptiles • Birds • Bats • Hedgehogs • Badgers

ET15 Biodiversity
ET16 Biodiversity

Code	Net gain in biodiversity	Annual	Ecologist calculation	To be identified	Number/percentage	Calculate net gain / (loss) in biodiversity based on information
Code	Community involvement in conservation or biodiversity measures	Annual	Developer report	To be identified	Qualitative report	Looking for an indication of resident involvement, actively enjoying, taking part in, observing wildlife or conservation work
ET19 Waste	ET19.1 No. residential properties serviced by waste contractor	Annual	CDC waste contractor	CDC	No.	Check tallies with total occupied residential properties as reported by developers
ET19 Waste	ET19.2a Residual waste - total residential	Annual	CDC waste contractor	CDC	Kg / year	Cherwell DC can provide data from on board weighing technology on collection vehicles
ET19 Waste	ET19.2b Residual waste - By property	Annual	Calculated	CDC	Kg / household / year	Calculated as Total residential residual waste / no. residential properties serviced by waste contractor
ET19 Waste	ET19.3 Residual waste - each Non-residential	Annual	Survey	To be identified	Kg	Data to be provided by one designated representative from each occupant organisation.
ET19 Waste	ET19.4a Recycling - total residential	Annual	CDC waste contractor	CDC	Kg	Cherwell DC can provide data from on board weighing technology on collection vehicles
ET19 Waste	ET19.4b Recycling rate - residential	Annual	Calculated	CDC	%	Calculated as Total residential recycling / (Total residential recycling plus Total off-site composting plus Total residential residual waste)
ET19 Waste	ET19.5a Recycling - each non-residential	Annual	Survey	To be identified	Kg	Data to be provided by one designated representative from each occupant organisation.
ET19 Waste	ET19.5b Recycling rate - each non residential	Annual	Calculated	To be identified	%	Calculated as Total non-residential recycling & composting / (Total non-residential recycling plus Total off-site composting plus Total non-residential residual waste)
ET19 Waste	ET19.6a Off-site composting - residential total	Annual	CDC waste contractor	CDC	Kg	Cherwell DC can provide data from on board weighing technology on collection vehicles
ET19 Waste	ET19.6b Off-site composting rate - residential	Annual	Calculated	CDC	%	Calculated as Total residential off-site composting / (Total residential recycling plus Total off-site composting plus Total residential residual waste)
ET19 Waste	ET19.7a Off-site composting - each non residential	Annual	Survey	To be identified	kg	Data to be provided by one designated representative from each occupant organisation.
ET19 Waste	ET19.7b Off-site composting non residential Total	Annual	Calculated	To be identified	Kg	Sum of all non-residential off site composting
ET19 Waste	ET19.8 Individual home composting	Annual	Survey of residents	To be identified	Number	Number that compost waste at home

ET13 Local services	ET13.1	Local services available	Annual	Report	To be identified	n/a	
ET13 Local services	ET13.2	Walkability Index	Biennial	Online assessment	To be identified	n/a	To what degree are all the most commonly needed services provided on site or within walking and cycling distance?
ET21 Transition	ET21.1	Community development plans	Annual	Report	To be identified	Qualitative summary	Qualitative report against agreed timetable for community development plans
ET21 Transition	ET21.2	Delivery of monitoring programme	Annual	Report	To be identified		Setting out extent to which planned monitoring is being done.
ET21 Transition	ET21.3	Delivery of programme of encouraging environmentally responsible behaviour	Annual	Report	To be identified	Qualitative summary	Report against aspirations in the PPS, the Planning application and the Governance Strategy. "enabling residents to live within managed environmental limits" "enabling residents to reduce their carbon footprint to a low level"
ET22 Community & governance	ET22.1	Establishment of roles and responsibilities as set out in the S106 on governance	Annual	Report	To be identified	n/a	
ET22 Community & governance	ET22.2a	Number of community events	Annual	Report	To be identified	Events per year	
ET22 Community & governance	ET22.2b	Participation rates in community initiatives	Annual	Report	To be identified	Numbers of people and percentages	
ET22 Community & governance	ET22.3a	Participation in community events and initiatives	Biennial	Resident Survey	To be identified	Number in past year	
ET22 Community & governance	ET22.3b	Participation in community events and initiatives	Biennial	Non-residential Survey	To be identified	Number in past year	Data to be provided by one designated representative from each occupant organisation.
ET22 Community & governance	ET22.4a	Satisfaction rating	Biennial	Resident Survey	To be identified	scale of 1 - 10	How happy are people with their homes, their neighbourhood, the services in their neighbourhood and the governance of their neighbourhood?
							Would they recommend NW Bicester as a place to live?

ET22 Community & governance	ET22.4b	Satisfaction rating	Biennial	Non-residential Survey	To be identified	scale of 1 - 10	How happy are commercial occupiers with their units, their neighbourhood, the services in their neighbourhood and the governance of their neighbourhood? Would they recommend NW Bicester as a place to work? Data to be provided by one designated representative from each occupant organisation.
ET22 Community & governance	ET22.4a	Resident involvement in community and governance	Biennial	Survey	To be identified	Number / percentage	What percentage of residents are involved in some aspect of the governance of the neighbourhood. E.g. This could be a role in the governance organisation, in the school or community centre, organising events or volunteering in the conservation group, writing content for the intranet, neighbourhood watch, helping with monitoring or green lifestyle promotions etc. (social capital)
ET22 Community & governance	ET22.4b	Non - Resident involvement in community and governance	Biennial	Non-residential Survey	To be identified	Number / percentage	What percentage of commercial occupiers involved in some aspect of the governance of the neighbourhood. Data to be provided by one designated representative from each occupant organisation.
ET22 Community & governance	ET22.5	Social capital	Biennial	Resident Survey	To be identified	Number	
ET11 Transport	ET11.1	Modal Journey breakdown	Annual	Assessment using data below	To be identified	%	Modal breakdown to be estimated from a combination of counter data and travel surveys. Modal shift targets are set out in the Travel Plan.
ET11 Transport	ET11.2	Resident transport related carbon emissions	Biennial	Assessment using data below	To be identified	tCO2/ person / year	Average personal transport related carbon emissions to be estimated from travel surveys and travel diaries.
ET11 Transport	ET11.3	Number of car journeys	Annual	Counters	To be identified	Trip numbers (AADT)	Counters at each site exit and in site link road collect detailed data and AADT.
ET11 Transport	ET11.4	Number of cycle/pedestrian journeys	Annual	Counters	To be identified		Counters in link road and in pedestrian / cycle route to town
ET11 Transport	ET11.5	Car club membership	Biennial	Car club reporting to TPC	To be identified	Membership numbers	Data supplied by car club
ET11 Transport	ET11.6	Car club mileages	Biennial	Car club reporting to TPC	To be identified	miles/year	Data supplied by car club

ET11.7	Carbon intensity of car club vehicles	Biennial	Car club reporting to TPC	To be identified	kgCO ₂ /mile	Data supplied by car club
ET11.8	Bus patronage and other bus related monitoring	Biennial	Bus company reporting to TPC	To be identified		Bus company reporting requirements established at start
ET11.9	Illegal/inappropriate parking	Biennial	Report	To be identified		
ET11.10	Illegal/inappropriate parking	Quarterly	Walk round and count	To be identified	Number of cars	TPC to carry out a count of any inappropriately parked cars, quarterly, after 6pm.
ET11.11	Journey breakdowns for each resident that participates in the survey (minimum 10% of households)	Biennial	Survey with travel diaries	To be identified		Travel diaries showing destinations, purpose and mode. Use these results to establish how many people use local facilities, including the town centre.
ET11.12	Car, bicycle, moped etc. ownership levels	Biennial	Survey	To be identified	numbers /household	Resident travel surveys
ET11.13	Personal car mileages	Biennial	Survey	To be identified	miles/year + model	Resident travel surveys.
ET11.14	Car model	Biennial	Survey	To be identified		Collect information on the range of vehicle types and their associated CO ₂ emissions, noting any low emissions vehicles, electric cars or hybrids, LPG vehicles etc. This information can be used to tailor the information programme and incentives for encouraging lower emission vehicles.
ET11.15	Carbon intensity for each car model	Biennial	DOT data	To be identified	kgCO ₂ / mile	To calculate CO ₂ emissions from personal car mileages and compare with Travel Plan target
ET11.16	Frequency of bicycle usage	Biennial	Survey with travel diaries	To be identified	Journeys / month	Resident travel surveys
ET11.17	Annual bicycle miles	Biennial	Survey	To be identified	Miles / Year	Resident travel surveys
ET11.18	Qualitative feedback	Biennial	Survey	To be identified		Feedback from residents on transport related facilities, what measures have worked for them and what measures would help them to further reduce their car use and carbon emissions
ET11.19	Qualitative feedback	Biennial	Survey of non-residential occupiers	To be identified		Feedback from all site users on transport related facilities, what measures have worked for them and what measures would help them to further reduce their car use and carbon emissions
ET11.20	Commuting distances for incoming workers	Biennial	Survey of non-residential occupiers	To be identified	miles/year	Site business travel surveys - collect postcodes for all employees and modes of transport
ET11.21	Travel modes for non-residential occupants	Biennial	Survey of non-residential occupiers	To be identified	miles/year	Site business travel surveys

ET11 Transport

ET11.22	Mode breakdown for school children	Biennial	Survey of non-residential occupiers	To be identified	%	Hands up survey
ET11.23	Non-residential deliveries	Biennial	Survey of non-residential occupiers	To be identified	Number/year	Annual delivery vehicle movements associated with each non-resi use