

DATED.....2023

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

**THE WARDEN AND SCHOLARS OF SAINT MARY COLLEGE OF WINCHESTER IN
OXFORD**

-and-

HALLAM LAND MANAGEMENT LTD

PLANNING OBLIGATION BY DEED OF AGREEMENT

under Section 106 of the Town and Country Planning Act 1990

**relating to land at the north east of Oxford Road, West of Oxford Canal & East of
Bankside, Banbury Reference 19/01047/O**

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

Cherwell

DISTRICT COUNCIL
NORTH OXFORDSHIRE

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ERROR! BOOKMARK NOT DEFINED.**THIS AGREEMENT** is dated
2023

PARTIES

(1) CHERWELL DISTRICT COUNCIL of Bodicote House White Post Road Bodicote Banbury in Oxfordshire OX15 4AA ("**District Council**")

(2) OXFORDSHIRE COUNTY COUNCIL whose main office is at County Hall New Road Oxford OX1 1ND ("**County Council**")

(3) THE WARDEN AND SCHOLARS OF SAINT MARY COLLEGE OF WINCHESTER IN OXFORD of Oxford OX1 3BN ("**Owner**")

(4) HALLAM LAND MANAGEMENT LTD of Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD, company no. 02456711 ("**Developer**")

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the county planning authority for the purposes of the Act for the area in which the Site is situated and has powers and duties in respect of education, highways, transport and the regulation of traffic
- (C) The Owner is the freehold owner of the Site, being the land registered at HM Land Registry under title number ON243345 free from encumbrances.
- (D) The Developer has the benefit [a] [promotion agreements] entered into in respect of the Site dated [1 February 2013 and 13 February 2001 and 17 August 2018]
- (E) The Application has been submitted by the Developer to the District Council and the District Council has resolved to grant planning permission for the Development subject to the prior completion of this Deed which is necessary to mitigate the impact of the Development and make it acceptable in planning terms.
- (F) The District Council resolved on 15 July 2021 to grant the Planning Permission subject to the prior completion of this Deed.

(G) The Owner, Developer, the District Council and the County Council have agreed that it is necessary in planning terms to enter into this Deed to mitigate the impact of the Development and make it acceptable in the event that the Planning Permission is granted.

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1. DEFINITIONS

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

Expression	Meaning
“Act”	the Town and Country Planning Act 1990 (as amended);
“Allotment Scheme”	a scheme submitted to and agreed by the District Council pursuant to paragraph 3 of the Third Schedule which shall comprise: <ul style="list-style-type: none">• The plan and layout of the allotments and associated paths that will be Constructed on Site; and• The Allotment Specification;
“Allotment Specification”	means the specification and standards to which the allotments shall be Constructed as set out at Annex [] to this Deed;
“Allotment Works”	means the allotments to be provided on the Site in the location shown on the Parameters Plan and being an area of 0.75 ha in the north east corner of the Site, as referred to in the Third Schedule of this Deed

Expression	Meaning
“Application”	the application for outline planning permission submitted to the District Council for the Development and allocated reference number 19/01047/OUT;
“Cemetery Contribution”	means the sum of £10,122.00 (ten thousand, one hundred and twenty two pounds) (Index Linked) being a contribution towards the provision and/or improvement of cemetery facilities serving Banbury.
“Community Development Contribution”	Fund means the contribution of £4,000.00 (four thousand pounds) to be paid towards supporting the activities of the Community Development Worker
“Community Development Worker”	means an officer with responsibility for the development and co-ordination of activities to establish and strengthen the community created by the Development and support the management of the community centre at Longford Park
“Community Development Contribution”	Worker means the contribution of £65,941.26 (sixty five thousand nine hundred and forty one pounds and twenty six pence) to facilitate the integration of the new community to the application Site with the existing community in the local area
“Commencement of the Development”	occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development on a Phase (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of: <ul style="list-style-type: none"> • site clearance and earthworks and ground remodelling; • demolition work; • archaeological investigations;

Expression

Meaning

- investigations for the purpose of assessing ground conditions;
- remedial work in respect of any contamination or other adverse ground conditions;
- diversion and laying of services;
- erection of any temporary means of enclosure;
- the temporary display of site notices or advertisements;
- works to existing water courses;
- construction of access roads for construction traffic;

and **“Commence”** **“Commenced”** and **“Commencing”** or any other derivation of this term shall be construed accordingly

“Construction”

means in relation to buildings the construction of any building forming part of the Development including footings or foundations and in relation to elements of the Development such as the Open Space Play Facilities Allotment Works and Sports Facilities the laying out of such areas for the designated purpose and **“Construct”** and **“Constructed”** shall be construed accordingly;

“Development”

the development of the Site as set out in the Application and as may be permitted by any Qualifying Permission;

“Due Date”

if the provisions of clause 14 are complied with is the date on which any sum payable hereunder is required to be paid or if any sum is to be paid before an event the day before that event occurs but otherwise is the date hereof

Expression	Meaning
“Dwelling”	<p>a building (including a house flat or maisonette) Constructed or proposed to be Constructed on the Site as part of the Development or part of such building designed for residential Occupation by a single household pursuant to the Planning Permission and</p> <ul style="list-style-type: none"> • Affordable Housing Dwellings are those Dwellings provided and whose occupancy and ownership is restricted as set out in the Second Schedule); • Market Dwellings are those Dwellings that are not Affordable Housing Dwellings
“Financial Contributions”	<p>means Indoor Sports Contribution, Community Development Fund Contribution, Community Development Worker Contribution, Waste and Recycling Contribution, Cemetery Contribution being financial contributions payable to the District Council as set out in the Fourth Schedule to this Deed</p>
“Indexation”	<p>means in respect of the Financial Contributions index linked in accordance with clause 15 of this Deed;</p>
“Indoor Contribution”	<p>Sports means a contribution of £688,831.11 (six hundred and eighty eight thousand, eight hundred and thirty one pounds and eleven pence (index linked) towards improvements at the Spiceball Leisure Centre and/or the development of a new indoor tennis centre at Banbury</p>
“Interest”	<p>Interest at the rate of 4% above the base lending rate of Lloyds Bank PLC from time to time calculated daily and compounded annually in arrears;</p>

Expression	Meaning
“LEAP(s)”	means means the 2 (two) Locally Equipped Areas of Play to be provided in the locations shown on the Parameters Plan and provided in accordance with the Third Schedule;
“Managed Land”	means the Open Space Play Facilities Allotment Works and Sports Facilities which are to be transferred to the Management Company
“Management Body”	means a limited company registered at Companies House and formed for the purposes inter alia of carrying out ongoing maintenance of the SuDS and which has been approved by the District Council PROVIDED THAT for the avoidance of doubt the Management Body may be the same the entity as the Management Company;
“Management Company”	means a limited company registered at Companies House (or more than one company where a different Management Company is to be set up in respect of a different Phase) and formed for the purposes inter alia of carrying out ongoing maintenance of the Open Space Play Facilities Allotment Works and Sports Facilities and which has been approved by the District Council;
“Management Company Structure”	means a scheme that addresses the following in relation to the Management Company: <ul style="list-style-type: none"> (i) details of the proposed constitution of the Management Company; (ii) proposed banking arrangements of the Management Company; (iii) details of and arrangements of the maintenance of such insurances as shall be appropriate in respect of the use of the Managed Land; (iv) details of initial funding arrangements and mechanisms for securing future financial resources for the maintenance of the Managed Land

Expression	Meaning
“Management Scheme”	means written scheme(s) for the ongoing management and maintenance of Managed Land which shall set out the frequency and standard of maintenance of the relevant parts of the Managed Land that are the subject of the relevant scheme and the relevant parts of the “Open Space Scheme” concerning maintenance shall be construed as the relevant Management Scheme for the Open Space.
“MUGA”	means a Multi-Use Games Area to be provided for in accordance with the Third Schedule;
“NEAP”	means a Neighbourhood Equipped Area for Play to be provided in the location shown on the Parameters Plan and provided in accordance with the Third Schedule;
“Notice of Defect”	means a notice issues by the District Council confirming that the Sports Facilities have not been completed to the required standards and setting out the requirements that the Owner must comply with in order to complete the Sports Facilities or Allotments Works (as the case may be) to the required standards;
“NPPF”	the National Planning Policy Framework (as amended from time to time) or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or supersede it;
“Occupation”	means the occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and in the context of Dwellings shall mean the first such occupation and

Expression	Meaning
	“Occupied” and “Occupy” shall be construed accordingly;
“Open Space”	means the area shown coloured green on the Parameters Plan which is to be provided and laid out as open space for public use in accordance with the provisions set out in the Third Schedule of this Deed.
“Open Space Scheme”	<p>means a scheme to be submitted to and approved by the District Council setting out the provision for maintenance of the Open Space which shall include (but not be limited to) the following:</p> <ul style="list-style-type: none"> • frequency of maintenance; • measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Open Space Scheme; • measures to maintain and repair hardstanding, facilities, equipment and means of enclosure and the standard of maintenance and repair to be achieved; and • public access arrangements
“Parameters Plan”	means plan being drawing number 6394-P-01 rev [AX] attached to this Deed at the Annex to the Third Schedule
“Parcel”	means a parcel of residential development within a Phase identified on a Phasing Plan or such alternative part of a Phase as may be proposed by the Owner and approved by the Council as being categorised as a Parcel for the purposes of this Deed

Expression	Meaning
“Phase”	one or more of the phases of Development as shown on the Phasing Plan;
“Phasing Plan”	the phasing plan approved under condition [4] of the Planning Permission and any reference to a Phase in this Deed shall be a reference to that Phase shown on the Phasing Plan;
“Plan”	the plan being drawing number 6394-P-08 rev K attached to this Deed at the Annex to the First Schedule;
“Planning Permission”	the outline planning permission subject to conditions to be granted by the District Council pursuant to the Application which where the context admits shall include each and every Qualifying Permission;
“Play Facilities”	means LEAPs, NEAPs and MUGAs to be provided on the Site in accordance with the Third Schedule of this Deed and “Play Facility” shall be construed accordingly
“Practical Completion Notice”	means a notice issued by the District Council confirming that the Open Space Play Facilities Sports Facilities or Allotments Works (as the case may be) have been completed to the required standards
“Qualifying Applications”	an application for approval of Reserved Matters or any separate application(s) for full planning permission for the Development or any part of the Development or any application under Sections 73 or 96A of the Act relating to the Planning Permission or any application for approval of Reserved Matters relating to such permission further to an application under Sections 73 and/or 96A of the Act;

Expression	Meaning
“Qualifying Permissions”	any approval of Reserved Matters or full planning permission or approval to a non-material change pursuant to Section 96A of the Act as the case may be issued pursuant to a Qualifying Application;
“Relevant Dispute”	means any dispute or difference between the District Council and the Owners touching or cornering matters arising out of this Deed
“Reserved Matters”	details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission for subsequent approval;
“Site”	means the land at the north east of Oxford Road, West of Oxford Canal & East of Bankside, Banbury against which this Deed may be enforced as described in the First Schedule and as shown edged red on the Plan;
“Sports Facilities”	means the Sports Pitches and Sports Pavilion and Car Park constructed to Sport England Standards as further described in the Third Schedule of this Deed
“Sports Pavilion and Car Park”	means a four team changing room pavilion with separate officials changing room all with showers and toilets, kitchen, toilets, office, external store room, external toilets, cleaners cupboard and suitable car park to be provided within the 2.73ha allocated land shaded [] on the Parameters Plan

Expression	Meaning
“Sports Pitches”	means 1 x adult football pitch (approx. 0.9ha) and 2 x youth football pitch (approx. 0.7ha each), constructed to Sport England standards / using Sport England guidance, including suitable drainage to be provided within the 2.73ha allocated land shaded [] on the Parameters Plan
“Sports Provision Scheme”	a scheme submitted to and agreed by the District Council pursuant to paragraph 2.1 of the Third Schedule which shall comprise a detailed specification being based on and within the parameters of the outline Sports Provision Specification;
“Sports Provision Specification”	means the outline specification to which the Sports Facilities should be built to appended at Annex [] to this Deed
“Sport England”	An executive non-departmental public body sponsored by the Department for Digital, Cultural, Media and Sport responsible for helping people and communities access sport and protecting existing sport provision

Expression	Meaning
“Sport Standards”	England means the construction specification and technical design guidance standards published by Sports England which includes guidance on contracts and contractors; site clearance; adjustments to the surface levels; general principles of drainage; cultivation and seeding; correct soil usages; general maintenance, maintenance equipment, the correct artificial grass or non grass surface for playing various types of sports; comparative sizes of sports pitches and courts for indoor and outdoor sport and current trends and practices within individual sports and developments in the sport and leisure industry
“SuDS”	means the sustainable drainage systems to be provided on Site
“SuDS Scheme”	<p>a scheme submitted to and agreed by the District Council pursuant to paragraph 1 of the Third Schedule which shall include, but will not be limited to:</p> <ul style="list-style-type: none"> • Details of what SuDS shall be Constructed on the Site; • Details of where the SuDS shall be Constructed on the Site; • The specification to which the SuDS shall eb constructed; <p>And any other matters as requested by the District Council.</p>
“Trigger Event”	any event that when it occurs requires any party to this Deed to pay any sum or carry out any works or take (or desist from taking) any other action including service of any notice.

Expression	Meaning
“Waste and Recycling Contribution”	means £111 (one hundred and eleven pounds) per Dwelling towards the provision of waste receptacles plus the provision of land for and the provision of a recycling bank;
“Working Days”	Mondays to Fridays (excluding bank and other public holidays) and any day which is on or between 27 th and 31 st December in any Calendar Year.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 **“Including”** means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and **“include”** shall be construed accordingly.
- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause, permit or allow infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments,

orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.

2.9 The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section, 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act

3.3 The covenants, restrictions and requirements set out generally herein are enforceable by the District Council and the County Council but

3.3.1 those set out in clause 8.1.1, clause 8.1.3(a), clause 16.1, the Second Schedule, the Third Schedule and Fourth Schedule and Sixth Schedule are only enforceable by the District Council as local planning authority, and

3.3.2 those set out in clause 8.1.2, clause 8.1.3(b), clause 16.2, Fifth Schedule and Seventh Schedule are only enforceable by the County Council as County planning authority

against the Owner and in accordance with Section 106(3)(b) of the Act against any person deriving title from the Owner .

3.4 Nothing in this Deed restricts or is intended to restrict the proper exercise of any statutory power, function or discretion in relation to the Site at any time by the District Council and County Council.

4. CONDITIONALITY

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

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of the Development,

4.2 The provisions of Clauses 10.1.1, 10.1.3, 14, 19 and 2020 (legal costs, monitoring and administering, notifications, jurisdiction and delivery) shall come into effect immediately upon completion of this Deed and:

4.2.1 Paragraphs [] of the [] Schedule which shall come into effect immediately on grant of Planning Permission.

5. THE COVENANTS by Owner

5.1 The Owner covenants with both the District Council and the County Council as set out herein and covenants with

5.1.1 the District Council as set out in the Second Schedule, the Third Schedule and the Fourth ScheduleSecond ScheduleThird ScheduleFourth Schedule; and

5.1.2 the County Council as set out in the Sixth Schedule, Seventh Schedule, Ninth Schedule, Tenth Schedule and Eleventh Schedule.

6. THE DISTRICT COUNCIL'S COVENANTS

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

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as set out in the Eighth Schedule.**Error! Reference source not found.**

8. THE DEVELOPER'S COVENANTS

8.1 The Developer acknowledges that the Owner has entered into this Deed with its consent and that the Site and the Secondary School Site is bound by the obligations contained in this Deed and that this Deed will be binding on successors in title to the

Owner PROVIDED THAT the Developer shall have no liability under this Deed (save for clause 10.1) unless it takes ownership or possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

9. BOND

10. MISCELLANEOUS

10.1 The Developer shall pay or secure the payment:

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

10.1.2 to the County Council on the execution and completion of this Deed of the reasonable legal costs of the County Council incurred in the negotiation of the Deed and the preparation and execution of this Deed

10.1.3 on completion of this Deed pay

(a) to the District Council the sum of **£5,000.00** (five thousand pounds): and

(b) to the County Council the sum of **£[XX]** (XX pounds)

as a contribution towards the cost of monitoring and administering compliance with the obligations in this Deed.

10.2 The Owner shall reimburse the District Council and the County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with any enforcement of any of the provisions in this Deed should the need for enforcement arise in the reasonable opinion of the District Council or the County Council

10.3 Without prejudice to the District Council's or the County Council's statutory rights of entry the Owner shall comply with any reasonable and proper requests of the District Council or County Council to have access to any part of the Site (other than completed Dwellings) and the Secondary School Site upon giving the Owner reasonable notice for the purpose of monitoring compliance with the obligations contained herein.

10.4 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10.5 This Deed shall be registrable as a local land charge by the District Council.

10.6 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed unless there is an express provision to the contrary and in the case of the District Council or the County Council, any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

10.6.1 the District Council by the Assistant Director: Planning and Development; and

10.6.2 the County Council by the Director for Environment and Place,

10.7 Following the District Council and the County Council being notified in writing and the District Council and the County Council being satisfied of the performance and satisfaction of all the obligations contained in this Deed (as confirmed in writing) the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

10.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.

10.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of the Development.

10.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest Provided Always that the Owner shall remain liable for any breach of those

provisions and obligations contained in the [school site Schedules] to this Deed insofar as they do not constitute planning obligations within the ambit of Section 106 of the Act that occurs after he has parted with the whole of his interest in the Site unless and until there has been delivered to the County Council without expense to the County Council a deed of covenant duly executed as a deed in the form attached at Appendix [] to this Deed by a successor in title who is the owner of a substantial part of the Site with sufficient interest and control to secure compliance with such provisions.

10.11 Except for any provision hereof that restricts or prevents any Dwelling being occupied or prevents a number of Dwellings being occupied until another provision hereof is complied with this Deed shall not be enforceable

10.11.1 against owner-occupiers or tenants of any Dwelling nor any mortgagee or chargee of the interest of any such owner-occupier nor against those deriving title from them;

10.11.2 any statutory undertaker whose interest in the Site derives from having equipment necessary to carry out their undertaking on the Site or on adjoining land

10.12 Neither the District Council, the County Council nor the successors in title and assigns of either of them in so far as it holds an interest in any part of the Site as a result of the operation of this Deed shall be liable for any breach of this Deed but without prejudice to any liability of the District Council or as applicable the County Council to comply with any obligations expressly given by the District Council or as applicable the County Council in this Deed PROVIDED THAT this clause 10.12 shall not apply in relation to land and/or buildings transferred to the District Council pursuant to the provisions relating to Affordable Housing in the Second Schedule **Error! Reference source not found..**

10.13 Any obligation for the payment of money attaches to each and every part of the Site subject to the provisions of clauses **Error! Reference source not found.** and 10.11

10.14 Nothing contained or implied in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning

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

10.15 If the District Council consents pursuant to a Qualifying Application to any variation or release of any condition contained in the Planning Permission (or a previous Qualifying Permission) or if any such condition is varied or released following an appeal under section 78 of the Act the covenants and provisions of this Deed shall be deemed to bind the Qualifying Permission and to apply in equal terms to that Qualifying Permission save that where a different section 106 obligation is agreed by the District Council and/or the County Council as being binding on any Qualifying Permission this obligation shall not apply to that permission if that separate section 106 obligation expressly states that it is in substitution for the obligations in this obligation.

10.16 Any mortgagee shall be liable only for any breach of the provisions of this Deed during such period as he is a mortgagee in possession of the Obligations Area.

11. WAIVER

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

12. NO FETTER

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

13. CHANGE OF OWNERSHIP

The Owner agrees with the District Council and separately with the County Council to give each written notice of any change in the ownership of any of their interests in the Site within 10 working days and in any event before the next Trigger Event that arises following such change in ownership if sooner occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full

name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan provided that this clause shall not apply to:

13.1 the sale of individual Dwellings on the Development; or

13.2 any disposal of any part or parts of the Site for servicing or utility requirements or to a statutory body or service supply company for the purpose of carrying out their undertaking

14. NOTIFICATIONS

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

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

14.1.1 Commencement of the Development;

14.1.2 first Occupation of each Phase of the Development;

14.1.3 Occupation of [XX]% (XX per cent) of the Dwellings Constructed on each Phase of the Development; and

14.1.4 Occupation of [XX]% (XX per cent) of the Dwellings Constructed on each Phase of the Development

and not to Commence Occupy or cause or permit Occupation until the appropriate notice has been given and five Working Days have elapsed since it was served;

14.2 to notify the District Council and the County Council in writing of the actual date of each such event referred to in clause 14.1 above no later than 10 Working Days after the event occurs;

14.3 to notify the District Council and the County Council within ten Working Days of the each of the usual quarter days (25 March, 24 June, 29 September and 25 December) the number of Dwellings on each Phase of the Development which have been

Occupied on that quarter day and their addresses/plot numbers together with a plan showing plot numbers

15. INTEREST

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

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

16. VAT

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

17. INDEXATION

17.1 The Owner hereby agrees that any payment of District Council Contributions including commuted sums due shall be subject to indexation so that such sums or values shall be increased by the percentage change in the BCIS All-in Tender Price Index from time to time in force from the date of this Deed until the date of receipt of the payment by the District Council, unless express provision is made elsewhere in this Deed.

18. NOTICES

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

- 18.2 Any notice or notification to be given to the County Council under this Deed shall be sent to the Director of Environment and Place, Oxfordshire County Council, County Hall, New Road, Oxford,OX1 1ND (quoting reference 19/01047/O) or to such other person at such other address as the County Council shall direct from time to time.
- 18.3 Any notice to be given to the Owner shall be sent to the address for service of the Owner set out at the beginning of this Deed or to such other person at such address as the Owner shall notify to the District Council and separately to the County Council from time to time.
- 18.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 18.4.1 if delivered by hand, at the time of delivery;
 - 18.4.2 if sent by post, on the second Working Day after posting; or
 - 18.4.3 if sent by recorded delivery, at the time delivery was signed for.
- 18.5 If a notice, demand or any other communication is served after 16:00 on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 18.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.
- 18.7 Any notice or notification to be given pursuant to this Deed shall be in writing and shall, unless otherwise agreed, be delivered by hand or sent by first class post, pre-paid or recorded delivery.

19. GOVERNING LAW AND JURISDICTION

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

20. DELIVERY

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

21. DATA PROTECTION

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

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

21.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

22. Disputes

22.1 This clause shall apply only to a Relevant Dispute

22.2 A Relevant Dispute in the context of this agreement arises where any party requires or seeks the approval or consent of another party pursuant to any provision of this Deed and that approval or consent is refused or is not given within 20 Working Days but FOR THE AVOIDANCE OF DOUBT:

22.2.1 disputes relating to the construction, interpretation and/or the application of this agreement shall only be determined by an Expert (as defined in this clause 20) with the express further agreement of all other parties and in the absence of such agreement can only be determined by a Court of competent jurisdiction;

22.2.2 any dispute relating to a refusal or failure to determine any application (whether pursuant to section 106A of the Act or otherwise) to modify or

discharge any provision hereof shall not constitute a dispute to be determined pursuant to this clause but in accordance with section 106B of the Act or section 84A of the Law of Property Act 1925 or otherwise as appropriate.

22.3 Any party may by serving notice on all the other parties (the Notice) require a dispute to be referred to an Expert (as hereinafter defined) for determination.

22.4 The Notice must:

22.4.1 specify the nature, basis and brief description of the dispute;

22.4.2 identify the clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and

22.4.3 propose a person to determine the dispute ('the Expert').

22.5 The Expert may be agreed upon by the parties and in the absence of such agreement within one month of the date that the Notice is issued pursuant to clause 22.1 either party may request that the following nominate the Expert at their joint expense:

22.5.1 if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

22.5.2 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the Expert;

22.5.3 if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;

22.5.4 if such dispute relates to Affordable Housing the Expert shall be nominated by the President of the Royal Town Planning Institute; and

22.5.5 in all other cases, the President of the Law Society to nominate the Expert as he thinks appropriate

- 22.6 The parties may agree to appoint joint Experts or (in default of agreement) invite joint Experts to be nominated pursuant to clause 22.4.3 and in which case 'Expert' shall mean both or all of them.
- 22.7 If an Expert (including one or more jointly nominated experts) nominated or appointed pursuant to this clause shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of clause 22.4.3.
- 22.8 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the notice of his appointment given pursuant to paragraph 22.8.
- 22.9 Notice in writing of the appointment of an Expert pursuant to this Schedule shall be given by the Expert to the parties and he shall invite each of the parties to submit to him within ten Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 22.10 The Expert shall act as an expert and not as an arbitrator but shall consider any written representation submitted to him within the period specified in this Schedule although he shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 22.11 The Expert shall give notice of his decision in writing.
- 22.12 If the Expert consists of more than one person the decision shall be a joint decision approved by all such persons and the decision will (in the absence of manifest error) be final and binding on the parties hereto.
- 22.13 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this clause the party or parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).

22.14 The Expert's costs shall be in the Expert's award or in the event that no determination as to costs is made, such costs will be borne by the parties to the dispute in equal shares.

22.15 Nothing in this clause shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

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

FIRST SCHEDULE

DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE SITE

1. the land at the North East of Oxford Road, West of Oxford Canal & East of Bankside, Banbury shown edged red on the Plan attached at the Annex to this Deed.
2. the Owner is the freehold owner of the Site, being the land registered at HM Land Registry under title number ON243345.

ANNEX
THE PLAN

SECOND SCHEDULE
AFFORDABLE HOUSING

COVENANTS WITH THE DISTRICT COUNCIL - AFFORDABLE HOUSING

1. DEFINITIONS

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

Expression	Meaning
"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 NPPF
"Affordable Housing Dwellings"	those Dwellings comprised in the Development and provided in accordance with the appropriate Affordable Housing Parcel Scheme and the agreed Affordable Housing Tenure Mix
"Affordable Housing Parcel Scheme"	a scheme submitted to and agreed by the District Council pursuant to paragraph Error! Reference source not found. of this Schedule in relation to the Parcel to which the scheme relates which sets out: <ul style="list-style-type: none">• details of the number and locations of the Affordable Housing Dwellings within the Parcel (such number to be no less than 30% of all Dwellings within the Parcel unless otherwise agreed in writing between the Owner and the District Council and PROVIDED THAT for all

Expression**Meaning**

Parcels across the Site this shall be between 25% and 35% of the Dwellings for each Parcel);

- details of the types and size of the Affordable Housing Dwellings provided that the Affordable Housing Dwellings shall be in a range of unit types and sizes;
- confirmation of tenures of the Affordable Housing Dwellings to which the scheme relates which shall reflect the Affordable Housing Tenure Mix;
- confirmation of the Affordable Housing Standards arrangements for the Affordable Housing Dwellings to which the scheme relates.

"Affordable Housing Site"

that part or parts of the Site or any building or any buildings on the Site upon or within which there will be provided Affordable Housing Dwellings together with full rights of access to each Affordable Housing Site 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 Site

"Affordable Housing Standards"

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

- the Affordable Housing Dwellings shall be constructed in accordance with the relevant Building Regulation standards applicable at the time of Construction;

Expression

Meaning

- shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings;
- shall be located in clusters of no more than 15 Affordable Housing Dwellings, with no more than 10 units of Affordable Rented Housing in any one cluster unless otherwise agreed in writing with the District Council or permitted pursuant to any Qualifying Application but only where such alternative clustering is considered not to have adverse impacts on community cohesion or visual amenity;
- 50% of the Affordable Rented Housing shall comply with Building Regulations Optional Requirement M4(2) Category 2: Accessible and adaptable dwellings;
- 1% of the Affordable Housing Dwellings on the whole Development to be provided as fully wheelchair accessible and built in accordance with Building Regulations Optional Requirement M4(3) Category 3: Wheelchair user dwellings.

"Affordable Housing Tenure Mix"

the mix of tenure and dwelling types of the Affordable Housing Dwellings whereby 70% (seventy per cent) shall be Affordable Rented Housing and 30% (thirty per cent) shall be Social Rented Housing and/or Shared Ownership Housing or such alternative mix of tenure as at any time may be submitted to the District Council for approval in writing

Expression	Meaning
"Affordable Rented Housing"	rented housing provided by Registered Providers to Qualifying Persons which is not subject to the national rent regime but shall be in line with HCA's Rent Standard Guidance for Affordable Rent and the rents shall be no more than 80% of the 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 the lower
"Allocate"	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 any subsequent changes in the occupier and 'allocating' 'allocated' and 'allocations' should 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 166A of the Housing Act 1996 (and any amendment, re-enactment or successor provision)
"Chargee"	any mortgagee or chargee of the Registered Provider of the Affordable Housing Site or any part of it and includes any receiver (including an administrative receiver), manager or administrator (including a Housing Administrator under the provisions of the Housing and Planning Act 2016)

Expression	Meaning
	howsoever appointed or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security
“HCA”	means the Homes and Communities Agency also known as Homes England and any successor body carrying on substantially the same functions
"Help to Buy Agent"	that organisation which is appointed by the HCA to assess eligibility for and market low cost home ownership products
"Infrastructure"	<p>in relation to each Affordable Housing Site:</p> <ul style="list-style-type: none"> • roads and footpaths to serve the Affordable Housing Site; • temporary services for contractors and a haul road for the use of contractors; • adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Site; • pipes sewers and channels sufficient to serve the Affordable Housing Site;

Expression

Meaning

- spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from the Owner's foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Site such spur connections to be to a specification agreed with the Registered Provider;

and the following services:

- a standard fire hydrant supply and fire hydrants in the public highway or in any other readily accessible positions such positions to be agreed with the Registered Provider;
- a water supply connection from the mains (size and termination position to be agreed with the Registered Provider);
- an electricity supply (size and termination position to be agreed with the Registered Provider);
- a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings);
- a telephone spur (terminating in a junction box at a location agreed with the Registered Provider);

Expression	Meaning
	<ul style="list-style-type: none"> • if digital communication systems (for example cable television or fibre optic broadband) are provided to the Development to provide a spur to the Affordable Housing Site (final locations to be agreed with the Registered Provider); <p>PROVIDED THAT the Owner shall not be responsible for incurring the costs of any connection charges or actual supply for such Infrastructure to the Affordable Housing Site nor to the Affordable Housing Dwellings</p>
"Mortgage Land"	the Affordable Housing Site 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 on the Site 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 Affordable Rented Housing and Social Rented Housing in accordance with this Allocations Scheme and the Nominations Agreement
"Registered Provider"	a private provider of Affordable Housing which is designated in the register maintained by the Regulator or any similar future authority carrying on substantially the same regulatory or supervisory

Expression	Meaning
	<p>functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 and which is EITHER on the District Council's list of preferred partners OR has been approved in writing by the District Council having regard to the performance criteria applicable to an organisation with preferred partner status [(and where such request has been submitted it shall be deemed approved where there is no response from the District Council within 6 weeks of receipt of such request by the District Council)]</p>
"the Regulator"	<p>the Regulator of Social Housing constituted pursuant to the Housing and Regeneration Act 2008 (as amended) and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing</p>
"Shared Ownership Housing"	<p>housing offered via the Registered Provider under the terms of a lease which accords with the HCA 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 and "Shared Ownership Dwelling" shall be construed accordingly</p>

Expression	Meaning
“Social Rented Housing”	Affordable Housing occupied as rented housing owned and managed by Registered Providers for which guideline target rents are determined though a national rent regime as described in Annex 2 of the NPPF and “Social Rented Unit(s)” shall be construed accordingly
“Staircasing”	the exercise by the owner-occupier of a Shared Ownership Dwelling of the right to purchase additional equity shares up to 100% of the entire interest in the Dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and ‘Staircases’ or any other derivative thereof shall be construed accordingly

2. AFFORDABLE HOUSING PARCEL SCHEME

2.1 The Owner covenants with the District Council that it shall not Commence Development or cause or permit the Commencement of Development of any Parcel of the Development until the Affordable Housing Parcel Scheme for that Parcel has been submitted to and approved by the District Council in writing (and where such scheme has been submitted 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 SAVE THAT where such the Affordable Housing Parcel Scheme has been submitted to the District Council as part of a Qualifying Application for any Parcel such scheme shall not be deemed approved unless and until the Affordable Housing Parcel Scheme has been listed as approved as part of a Qualifying Permission issued pursuant to the Qualifying Application).

2.2 The Owner shall be permitted to seek to amend any approved Affordable Housing Parcel Scheme at any time following the initial approval of the relevant Scheme and nothing in this Deed shall prevent the Owner from providing a Dwelling as Affordable Housing

in addition to the Affordable Housing Dwellings that the Owner is required to provide under this Deed SAVE THAT in seeking to vary the Affordable Housing Parcel Scheme in any way the Owner shall submit such amendments to the District Council in writing for approval (and where such amended scheme has been submitted 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 SAVE THAT where such the Affordable Housing Parcel Scheme has been submitted to the District Council as part of a Qualifying Application for any Parcel such scheme shall not be deemed approved unless and until the Affordable Housing Parcel Scheme has been listed as approved as part of a Qualifying Permission issued pursuant to the Qualifying Application) IT BEING AGREED THAT the Council shall not be obliged to accede to any such request provided such action would not be unreasonable.

3. PROVISION AND USE

3.1 The Owner covenants with the District Council:

3.1.1 not to Occupy or cause or permit the Occupation of more than thirty five per cent (35%) of the Market Dwellings on any Parcel until there has been provided the Infrastructure to serve the Affordable Housing Site on that Parcel; and

3.1.2 not to Occupy or cause or permit the Occupation of more than sixty six per cent (66%) of the Market Dwellings on any Parcel (or such higher percentage trigger as may be agreed in writing by the District Council) until the Affordable Housing Dwellings on that Parcel have been Constructed and made ready for Occupation and either the freehold or long leasehold interest in the Affordable Housing Site together with the Affordable Housing Dwellings Constructed thereon have been transferred to a Registered Provider on terms to be agreed between the Owner and the Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings Constructed thereon and with a good and marketable title and with vacant possession and capable of being fully serviced and properly connected to the public highway.

3.2 Subject to paragraph 4.1 below the Owner covenants with the District Council:

3.2.1 not to use or cause or permit the use of the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon for any purpose other than for the provision of Affordable Housing in accordance with this Deed;

3.2.2 not without the consent in writing of District Council to transfer the freehold interest or the long leasehold interest in the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon except to a Registered Provider provided that consent shall not be required for any mortgage or charge of the freehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings within either the Affordable Rented Housing, Social Rented Housing or the Shared Ownership Housing to occupiers of individual Affordable Housing Dwellings;

3.2.3 to provide the Affordable Housing Dwellings in accordance with the Affordable Housing Tenure Mix and the Affordable Housing Standards.

4. CHARGEES OWNER/OCCUPIER AND UTILITY EXEMPTIONS

4.1 It is hereby agreed and declared that Paragraph 3.2 above will not be binding on a bona fide purchaser for value from a Chargee exercising its power of sale (other than a purchaser which is a Registered Provider) or the successors in title of such purchaser or persons deriving title therefrom provided that the Chargee:

4.1.1 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, in its mortgage, charge or other security; and

4.1.2 has used reasonable endeavours over a period of three months from receipt of notification pursuant to paragraph 4.1.1 above to dispose of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Deed to a Registered Provider or the District Council; but

4.1.3 notwithstanding the reasonable endeavours of the Chargee no transfer of the Mortgage Land to either the District Council or a Registered Provider has been completed within those 3 months then the Chargee shall be able to sell the Mortgage Land free from

the restrictions in paragraph 3.2 above with the effect that they shall cease to bind any person obtaining title to the Mortgage Land.

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 expenses of the sale of the Mortgage Land and interest due under the mortgage

4.2 The provisions of paragraph 3.2 will not be binding on:

4.2.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or any owner of Shared Ownership Housing who has staircased up to 100% (or any successor in title thereto) or to any completed Affordable Housing Dwellings where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof or any mortgagee or chargee of any such purchaser nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons; or

4.2.2 any statutory undertaker in respect of any part of the Site which the statutory undertaker occupies as part of its undertaking.

5. ALLOCATION

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

5.1.1 the Affordable Housing Dwellings shall only be Allocated to Qualifying Persons in accordance with the District Council's Allocations Scheme and in accordance with the terms of the Nominations Agreement;

5.1.2 the Shared Ownership Housing shall be marketed through the Registered Provider's website or other marketing media used by the Registered Provider or where possible the Help to Buy Agent or such other appointed body for the region and only

those deemed eligible under the Help to Buy Agent's criteria shall be considered for the Shared Ownership Housing.

6. TRANSFER TO OTHER REGISTERED PROVIDERS

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 HCA pursuant to Sections 143A-169 of the Housing and Regeneration Act 2008 (or any statutory provision amending or replacing the same) then the provisions of this Deed shall continue in respect of such other Registered Provider.

THIRD SCHEDULE
PUBLIC OPEN SPACE, SPORTS FACILITIES, ALLOTMENTS, AND PLAY FACILITIES
PROVISIONS

1. SUDS

1.1. The Owner hereby covenants with the District Council

1.1.1 Not to cause or permit the Commencement of the Development on a Parcel until a SuDS Scheme for that Parcel has been submitted to and approved in writing by the District Council.

1.1.2 To implement the SuDS in accordance with the SuDS Scheme approved by the District Council under paragraph 1.1.1 of this Third Schedule and the Phasing Plan.

1.1.3 Following the completion of the works for the provision of the SuDS on a Parcel in accordance with the SuDS Scheme for that Parcel the Owner covenants to maintain and manage or to procure that a Management Body manages and maintains the SuDS on that Parcel in perpetuity.

1.1.4 In the event that the maintenance of the SuDS on a Parcel is to be carried out by a Management Body the Owner covenant to submit details of the appointed Management Body to the Council in writing within 7 Working Days of the appointment of the Management Body.

2. Sports Facilities

2.1 The Owner hereby covenants with the District Council as follows:

2.1.1. to submit the Sports Provision Scheme to the District Council for written approval prior to the Occupation of the [200]th Dwelling.

2.1.2. Not to Occupy or permit Occupation of more than the [200]th Dwelling until the Sports Provision Scheme has been submitted and approved in writing by the District Council

- 2.1.3. To Construct and fit out the Sports Facilities in accordance with the Sports Provision Scheme approved by the District Council prior to the Occupation of the [500]th Dwelling.
- 2.1.4. Not to Occupy or permit the Occupation of more than the [500]th Dwelling until the Sports Facilities have been Constructed and fitted out in accordance with the Sports Provision Scheme approved by the District Council.
- 2.1.5. Once the Sports Facilities have been Constructed in accordance with the Sports Provision Scheme the Owner shall invite the District Council (or such other appropriate body that may be approved in writing by the District Council) to inspect the Sports Facilities
- 2.1.6. Upon the receipt of an invitation to inspect the Sports Facilities in accordance with paragraph 2.1.5 above, the District Council will carry out an inspection of the Sports Facilities within 10 Working Days of receipt of the request (or unless otherwise agreed between the Owner and the District Council);
- 2.1.7. Following the completion of the inspection in accordance with paragraph 2.1.6 above, the District Council shall issue a Practical Completion Notice or a Notice of Defect within 10 Working Days of the inspection (unless otherwise agreed between the Owner and the District Council);
- 2.1.8. If a Notice of Defect is issued in accordance with paragraph 2.1.7 above, the Owner shall carry out remedial works to the Sports Facilities in accordance with the requirements of the Notice of Defect to the District Council's satisfaction and invite the District Council to re-inspect the Sports Facilities in accordance with paragraphs 2.1.5. to 2.1.6. of this Schedule until the District Council is satisfied and issues a Practical Completion Notice in relation to the Sports Facilities;
- 2.1.9. Prior to the operation of the Sports Facilities the Owner shall have:
- 2.1.9.1. Obtained a Practical Completion Notice from the District Council in accordance with paragraph 2.1.7 above; or

2.1.9.2. Complied with the Notice of Defect issued by the District Council in accordance with paragraph 2.1.8 above and shall have obtained a Practical Completion Notice evidencing this.

2.1.10. The Sports Facilities shall not become operational until:

2.1.10.1. The Owner has been issued with a Practical Completion Notice in accordance with paragraph 2.1.7; or

2.1.10.2. The Owner has complied with the Notice of Defect in accordance with paragraph 2.1.8 above and shall have obtained a Practical Completion Notice evidencing this

3. ALLOTMENTS

3.1.. The Owner hereby covenant with the Council as follows:

3.1.1. Prior to the Construction of the Allotment Works not to build nor erect any buildings upon the land for the Allotment Works.

3.1.2. to submit the Allotment Scheme to the District Council for written approval prior to the Occupation to the 100th Dwelling;

3.1.3. Not to Occupy or permit the Occupation of more than the 100th Dwelling until the Allotment Scheme has been submitted and approved in writing by the District Council.

3.1.4. To Construct the Allotment Works in accordance with the Allotment Scheme approved by the District Council prior Occupation of the 300th Dwelling.

3.1.5. Not to Occupy or permit the Occupation of more than the 300th Dwelling until the Allotment Works have been Constructed in accordance with the Allotment Scheme approved in writing by the District Council.

- 3.1.6. Once the Allotment Works have been Constructed in accordance with the Allotment Scheme the Owner shall invite the District Council (or such other appropriate body that may be approved in writing by the District Council) to inspect the Allotment Works;
- 3.1.7. Upon the receipt of an invitation to inspect the Allotment Works in accordance with paragraph 3.1.6 above, the District Council will carry out an inspection of the Allotment Works within 10 Working Days of receipt of the request (or unless otherwise agreed between the Owner and the District Council);
- 3.1.8. Following the completion of the inspection in accordance with paragraph 3.1.7 above, the District Council shall issue a Practical Completion Notice or a Notice of Defect within 10 Working Days of the inspection (unless otherwise agreed between the Owner and the District Council);
- 3.1.9. If a Notice of Defect is issued in accordance with paragraph 3.1.8 above, the Owner shall carry out remedial works to the Allotment Works in accordance with the requirements of the Notice of Defect to the District Council's satisfaction and invite the District Council to re-inspect the Allotment Works in accordance with paragraphs 3.1.6.. to 3.1.7. of this Schedule until the District Council is satisfied and issues a Practical Completion Notice in relation to the Allotment Works;
- 3.1.10. Prior to the operation of the Allotment Works the Owner shall have:
- 3.1.10.1. Obtained a Practical Completion Notice from the District Council in accordance with paragraph 3.1.8 above; or
- 3.1.10.2. Complied with the Notice of Defect issued by the District Council in accordance with paragraph 3.1.9 above and shall have obtained a Practical Completion Notice evidencing this.
- 3.1.11. The Allotment Works shall not become operational until:
- 3.1.11.1. The Owner has been issued with a Practical Completion Notice in accordance with paragraph 3.1.8; or

3.1.11.2. The Owner has complied with the Notice of Defect in accordance with paragraph 3.1.9 and has obtained a Practical Completion Notice evidencing this;

3.1.12. Following the completion of the Allotment Works as a result of either:

3.1.12.1. The receipt of a Practical Completion Notice from the District Council;
or

3.1.12.2. Compliance with a Notice of Defect issued by the District Council;

and until such time as the Allotment Works are transferred to a Management Company, the Owner covenants to the District Council to keep the Allotment Works in a clean and tidy condition and free from rubbish and maintain the Allotment Works.

NEAP/LEAP AND MUGA

5. LEAPs

5.1 The Owner shall Construct the first LEAP on Site prior to Occupation of the 300th Dwelling and the second LEAP on Site prior to the Occupation of the 600th Dwelling.

5.2 The Owner shall not allow Occupation of more than 300 of the Dwellings until it has constructed the first LEAP on Site and not allow Occupation of more than 600 of the Dwellings until it has Constructed the second LEAP on Site.

5.3 Once a LEAP has been Constructed the Owner shall invite the District Council (or such other appropriate body that may be approved in writing by the District Council) to inspect the LEAP;

5.4 Upon the receipt of an invitation to inspect the LEAP in accordance with paragraph 5.3 above, the District Council will carry out an inspection of the LEAP within

10 Working Days of receipt of the request (or unless otherwise agreed between the Owner and the District Council);

5.5 Following the completion of the inspection in accordance with paragraph 5.4 above, the District Council shall issue a Practical Completion Notice or a Notice of Defect within 10 Working Days of the inspection (unless otherwise agreed between the Owner and the District Council);

5.6 If a Notice of Defect is issued in accordance with paragraph 5.5 above, the Owner shall carry out remedial works to the LEAP in accordance with the requirements of the Notice of Defect to the District Council's satisfaction and invite the District Council to re-inspect the LEAP in accordance with paragraphs 5.3 and 5.4 of this Schedule until the District Council is satisfied and issues a Practical Completion Notice in relation to the LEAP;

5.7 Prior to the operation of the LEAP the Owner shall have:

5.7.1 Obtained a Practical Completion Notice from the District Council in accordance with paragraph 5.5 above; or

5.7.2. Complied with the Notice of Defect issued by the District Council in accordance with paragraph 5.6 above and shall have obtained a Practical Completion Notice evidencing this.

5.8 A LEAP shall not become operational until:

5.8.1 The Owner has been issued with a Practical Completion Notice in accordance with paragraph 5.5; or

5.8.2 The Owner has complied with the Notice of Defect in accordance with paragraph 5.6 and has obtained a Practical Completion Notice evidencing this;

6. NEAP

6.1 The Owner shall Construct the NEAP on Site prior to Occupation of the 200th Dwelling.

6.2 The Owner shall not allow Occupation beyond the 200th Dwelling until it has constructed the NEAP on Site.

6.3 Once the NEAP has been Constructed the Owner shall invite the District Council (or such other appropriate body that may be approved in writing by the District Council) to inspect the NEAP;

6.4 Upon the receipt of an invitation to inspect the NEAP in accordance with paragraph 6.3 above, the District Council will carry out an inspection of the NEAP within 10 Working Days of receipt of the request (or unless otherwise agreed between the Owner and the District Council);

6.5 Following the completion of the inspection in accordance with paragraph 6.4 above, the District Council shall issue a Practical Completion Notice or a Notice of Defect within 10 Working Days of the inspection (unless otherwise agreed between the Owner and the District Council);

6.6 If a Notice of Defect is issued in accordance with paragraph 6.5 above, the Owner shall carry out remedial works to the NEAP in accordance with the requirements of the Notice of Defect to the District Council's satisfaction and invite the District Council to re-inspect the NEAP in accordance with paragraphs 6.3 and 6.4 of this Schedule until the District Council is satisfied and issues a Practical Completion Notice in relation to the NEAP;

6.7 Prior to the operation of the NEAP the Owner shall have:

6.7.1 Obtained a Practical Completion Notice from the District Council in accordance with paragraph 6.5 above; or

6.7.2. Complied with the Notice of Defect issued by the District Council in accordance with paragraph 6.6 above and shall have obtained a Practical Completion Notice evidencing this.

6.8 The NEAP shall not become operational until:

6.8.1 The Owner has been issued with a Practical Completion Notice in accordance with paragraph 6.5; or

5.8.2 The Owner has complied with the Notice of Defect in accordance with paragraph 6.6 and has obtained a Practical Completion Notice evidencing this;

7. MUGA

7.1 The Owners shall submit the layout of the MUGA for the written approval of the District Council with the submission of the first reserved matters application made in relation to the Phase of Development in which the MUGA is located

7.2 The Owner shall Construct the MUGA on Site prior to Occupation of [500] of the Dwellings.

7.3 The Owner shall not allow Occupation of more than [500] of the Dwellings until it has constructed the MUGA on Site.

7.4 Once the MUGA has been Constructed the Owner shall invite the District Council (or such other appropriate body that may be approved in writing by the District Council) to inspect the MUGA;

7.5 Upon the receipt of an invitation to inspect the MUGA in accordance with paragraph 7.4 above, the District Council will carry out an inspection of the MUGA within 10 Working Days of receipt of the request (or unless otherwise agreed between the Owner and the District Council);

7.6 Following the completion of the inspection in accordance with paragraph 7.5 above, the District Council shall issue a Practical Completion Notice or a Notice of Defect within 10 Working Days of the inspection (unless otherwise agreed between the Owner and the District Council);

7.7 If a Notice of Defect is issued in accordance with paragraph 7.6 above, the Owner shall carry out remedial works to the MUGA in accordance with the requirements of the Notice of Defect to the District Council's satisfaction and invite the District Council to re-inspect the MUGA in accordance with paragraphs 7.4 and 7.5 of

this Schedule until the District Council is satisfied and issues a Practical Completion Notice in relation to the MUGA;

7.8 Prior to the operation of the MUGA the Owner shall have:

7.8.1 Obtained a Practical Completion Notice from the District Council in accordance with paragraph 7.6 above; or

7.8.2. Complied with the Notice of Defect issued by the District Council in accordance with paragraph 7.7 above and shall have obtained a Practical Completion Notice evidencing this.

7.9 The MUGA shall not become operational until:

7.9.1 The Owner has been issued with a Practical Completion Notice in accordance with paragraph 7.6; or

7.9.2 The Owner has complied with the Notice of Defect in accordance with paragraph 7.7 and has obtained a Practical Completion Notice evidencing this;

8. OPEN SPACE

8.1 The Owner shall Construct and lay out the Open Space on each Phase prior to Occupation of 75% of the Dwellings in that Phase of the Development.

8.2 The Owner shall not Occupy or allow Occupation of more than 75% of the Dwellings in a Phase of the Development until it has Constructed and laid out the Open Space on that Phase.

8.3 Once the Open Space has been Constructed and laid out the Owner shall invite the District Council (or such other appropriate body that may be approved in writing by the District Council) to inspect the Open Space;

8.4 Upon the receipt of an invitation to inspect the Open Space in accordance with paragraph 8.3 above, the District Council will carry out an inspection of the Open

Space within 10 Working Days of receipt of the request (or unless otherwise agreed between the Owner and the District Council);

8.5 Following the completion of the inspection in accordance with paragraph 8.4 above, the District Council shall issue a Practical Completion Notice or a Notice of Defect within 10 Working Days of the inspection (unless otherwise agreed between the Owner and the District Council);

8.6 If a Notice of Defect is issued in accordance with paragraph 8.5 above, the Owner shall carry out remedial works to the Open Space in accordance with the requirements of the Notice of Defect to the District Council's satisfaction and invite the District Council to re-inspect the Open Space in accordance with paragraphs 8.3 and 8.4 of this Schedule until the District Council is satisfied and issues a Practical Completion Notice in relation to the Open Space;

8.7 Prior to the operation of the Open Space the Owner shall have:

8.7.1 Obtained a Practical Completion Notice from the District Council in accordance with paragraph 8.5 above; or

8.7.2. Complied with the Notice of Defect issued by the District Council in accordance with paragraph 8.6 above and shall have obtained a Practical Completion Notice evidencing this.

8.8 The Open Space shall not become operational until:

8.8.1 The Owner has been issued with a Practical Completion Notice in accordance with paragraph 8.5; or

8.8.2 The Owner has complied with the Notice of Defect in accordance with paragraph 8.6 and has obtained a Practical Completion Notice evidencing this;

9. MANAGEMENT COMPANY

- 9.1 Prior to first Occupation of any Dwelling on the relevant Phase the Owner shall submit for approval to the District Council and obtain written approval from the District Council to the Management Company Structure and the Management Scheme for that Phase.
- 9.2 Not to cause or permit the Occupation of any Dwelling on the relevant Phase until the Management Company Structure and the Management Scheme for that Phase have been submitted to and approved by the District Council.
- 9.3 Prior to Occupation of the 100th Dwelling the Owner shall incorporate the approved Management Company
- 9.4 Not to cause or permit the Occupation of more than 100 Dwellings until the Owner has incorporated the approved Management Company.
- 9.5 The Owner shall execute a formal transfer to the Management Company of the Managed Land (or relevant part thereof) as soon as reasonably practicable and in any event within 3 months (or such longer period as may be agreed in writing with the Council) of the date of the Practical Completion Notice for the relevant part of the Managed Land in accordance with the provisions of this Schedule with all such rights as are necessary for its use and operation and such transfer (and any future transfers) shall contain covenants by the transferee to the transferor:

9.5.1 restricting the use of the land conveyed/transferred to the purpose for which it is laid out or transferred for and for no other use whatsoever; and

9.5.2 requiring the relevant part of the Managed Land to be managed and maintained in accordance with the provisions of this Agreement

PROVIDED THAT the Owner shall keep the Managed Land clean, cultivated and in good condition and shall replace any damaged or dying grass, turf, trees, shrubs or other plants until such time as the relevant part of the Managed Land has been transferred to the Management Company.

- 9.6 The Management Company shall thereafter manage and maintain the relevant part of the Managed Land for the lifetime of the Development in accordance with the approved Management Scheme
- 9.7 The Owner or the Management Company may, acting reasonably, temporarily close or deny access to such part of the Managed Land as may be necessary for emergency works, maintenance, repair, cleansing, renewal and any other necessary works including fitting out or structural or non-structural works
- 9.8 The Owner shall not wind up the Management Company or alter its constitution without the prior written consent of the District Council unless the whole of the Development shall have been demolished or unless the District Council has otherwise first agreed in writing;
- 9.9 The written agreement of the District Council shall be sought in the event that the Management Company proposes to transfer the Managed Land to another body or Management Company who is willing to accept the transfer on the condition details in paragraph 9.5 of this Schedule.

FOURTH SCHEDULE
FINANCIAL CONTRIBUTIONS PAYABLE TO THE DISTRICT COUNCIL

The Owner covenants with the Council as follows

1. INDOOR SPORTS CONTRIBUTION

1.1 To pay the Indoor Sports Contribution to the District Council on first Occupation of the [600]th Dwelling;

1.2 Not to Occupy more than [600] Dwellings until the Indoor Sport Contribution has been paid to the District Council in full.

2. COMMUNITY DEVELOPMENT WORKER CONTRIBUTION

2.1 To pay the Community Development Worker Contribution to the District Council on first Occupation of the 1st Dwelling.

2.2 Not to Occupy the 1st Dwelling until the Community Development Worker Contribution has been paid to the District Council in full.

3. COMMUNITY DEVELOPMENT FUND CONTRIBUTION

3.1 To pay the Community Development Fund Contribution to the District Council on first Occupation of the 1st Dwelling.

3.2 Not to Occupy the 1st Dwelling until the Community Development Fund Contribution has been paid to the District Council in full

4. WASTE AND RECYCLING CONTRIBUTION

4.1 To pay the Waste and Recycling Contribution applicable to a Parcel (calculated by reference to the number of Dwellings in that Parcel) to the District Council prior to or on first Occupation of any Dwelling in that Parcel.

4.2 Not to Occupy any Dwellings in a Parcel until the Waste and Recycling Contribution applicable to that Parcel (calculated by reference to the number of Dwellings in that Parcel) has been paid to the District Council in full.

5. CEMETARY CONTRIBUTION

5.1 To pay the Cemetery Contribution to the District Council on first Occupation of the 800th Dwelling.

5.2 Not to Occupy more than 800 Dwellings until the Cemetery Contribution has been paid to the District Council in full

FIFTH SCHEDULE
DISTRICT COUNCIL'S COVENANTS WITH THE OWNER

1. REPAYMENT OF CONTRIBUTIONS

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

2. **DISCHARGE OF OBLIGATIONS**

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

SIXTH SCHEDULE

CONTRIBUTIONS PAYABLE TO THE COUNTY COUNCIL

1. DEFINITIONS

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

Expression	Meaning
Bedroom	means a room in a Dwelling designed as a bedroom or study/ bedroom and <ul style="list-style-type: none">• 1 Bed Dwelling means a Dwelling with 1 Bedroom• 2 Bed Dwelling means a Dwelling with 2 Bedrooms• 3 Bed Dwelling means a Dwelling with 3 Bedrooms• 4 Bed Dwelling means a Dwelling with 4 or more Bedrooms
Bridge Street Junction Contribution	means the sum of One Hundred and Fifty Thousand Seven Hundred and Fifty Pounds (£150,750) Index Linked towards a scheme to improve public transport access through the Bridge St / Cherwell St junction in Banbury or an alternative scheme of similar benefit
Cycleway for Secondary School Contribution	means the sum of Forty Seven Thousand Four Hundred and Sixty Six Pounds (£47,466.00) Index Linked towards the provision of a cycleway between the southern site access junction and Cotefield Drive on the Oxford Road

Expression**Meaning****Cycleway for
Secondary School
Matrix Sum**

means the sum calculated in accordance with the following formula:

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

When

A means the number of 1 Bed Dwellings

B means the number of 2 Bed Dwellings

C means the number of 3 Bed Dwellings

D means the number of 4 Bed Dwellings

W, X, Y and Z are as set out in the line labelled 'Cycleway for Secondary School' in Annex 1 to this Schedule

**Cycleway for
Secondary School
Supplemental Payment**

means the sum calculated as follows:-

$$£(M - P) \text{ Index Linked}$$

Where M is the Cycleway for Secondary School Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date

P is the aggregate of the payments in respect of the Cycleway for Secondary School Contribution (but disregarding adjustments for index linking)

**Cycleway for
Secondary School
Supplemental Payment
Return Date**

means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Cycleway (for Secondary School) Matrix Sum exceeds £47,466

Education Contribution

means any instalment of the Primary Contribution and/or the Secondary Contribution and/or the Special Educational

Expression**Meaning**

Needs Contribution due to be paid pursuant to paragraph 2 this Schedule

Index Linked

means in relation to

- The Strategic Transport Contribution 1 and the Bridge Street Junction Contribution and the Public Rights of Way Contribution adjusted according to any increase occurring between December 2019 and the date when the relevant payment is made to the County Council; and
- The Cycleway for Secondary School Contribution and any supplemental payment paid further to paragraph 3.4 below adjusted according to any increase occurring between April 2020 and the date when the relevant payment is made to the County Council; and
- The Strategic Transport Contribution 2 adjusted according to any increase occurring between May 2020 and the date when the relevant payment is made to the County Council; and
- The Oxford Canal Pedestrian and Cycle Route Contribution adjusted according to any increase occurring between May 2021 and the date when the relevant payment is made to the County Council

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

Index 1 Labour & Supervision 25%

Expression**Meaning**

Index 2 Plant & Road Vehicles 25%

Index 3 Aggregates 30%

Index 9 Coated Macadam & Bituminous Products 20%;

- the Public Transport Services Contribution and the TRO Contribution adjusted according to any increase occurring between April 2020 and the date when the relevant payment is made to the County Council in the all Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics.; and
- the Travel Plan Monitoring Contribution adjusted according to any increase occurring between December 2019 and the date when the relevant payment is made to the County Council in the all Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics.; and
- the Education Contribution and any supplemental payments paid further to paragraphs 3.1 and 3.2 and 3.3 below adjusted according to any increase occurring between index value 333 and the index value for the quarter period in which the contribution is paid in the BCIS All in-Tender Price Index published by the Royal Institution of Chartered Surveyors

or if at any time for any reason it becomes impracticable to use any such index such alternative index as may be agreed between the Owner and the County Council

**Oxford Canal
Pedestrian and Cycle
Route Contribution**

Means the sum of Three Hundred and Thirty Thousand Two Hundred and Thirty Pounds and Twenty Five Pence (£330,230.25) Index Linked towards the provision of an

Expression**Meaning**

improved pedestrian and cycle route between the development site and the town centre as identified in Local Plan policy BAN4

Primary Education Contribution

means the sum of Two Million Seven Hundred and Seventy Six Thousand Eight Hundred and Ninety Six Pounds (£2,776,896.00) Index Linked towards the expansion of primary and nursery capacity serving the Site payable in three instalments as follows:

- Primary Instalment 1 being 10% of the Primary Education Contribution and
- Primary Instalment 2 being 45% of the Primary Education Contribution and
- Primary Instalment 3 being the remaining 45% of the Primary Education Contribution

Primary Matrix Sum

means the sum calculated in accordance with the following formula:

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

When

A means the number of 1 Bed Dwellings

B means the number of 2 Bed Dwellings

C means the number of 3 Bed Dwellings

D means the number of 4 Bed Dwellings

W, X, Y and Z are as set out in the line labelled 'Primary' in Annex 1 to this Schedule

Primary Supplemental Payment

means the sum calculated as follows:-

$$£(M - P) \text{ Index Linked}$$

Expression**Meaning**

Where M is the Primary Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date

P is the aggregate of the payments in respect of the Primary Education Contribution (but disregarding adjustments for index linking)

Primary Supplemental Payment Return Date

means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Primary Matrix Sum exceeds £2,776,896.00

Public Rights of Way Contribution

means the sum of Ninety Thousand Pounds (£90,000) Index Linked towards enhancements to the public rights of way network in the vicinity of the Site

Public Transport Services Contribution

means the sum of Seven Hundred and Seventy Thousand Pounds (£770,000) Index Linked towards the cost of pump-priming a public transport service between the Site and Banbury town centre or an alternative scheme of similar benefit payable in six instalments as follows:

- Public Transport Instalment 1 being 16.67% of the Public Transport Services Contribution and
- Public Transport Instalment 2 being 16.67% of the Public Transport Services Contribution and
- Public Transport Instalment 3 being 16.67% of the Public Transport Services Contribution and
- Public Transport Instalment 4 being 16.67% of the Public Transport Services Contribution and
- Public Transport Instalment 5 being 16.66% of the Public Transport Services Contribution and

Expression	Meaning
	<ul style="list-style-type: none"> • Public Transport Instalment 6 being the remaining 16.66% of the Public Transport Services Contribution
Qualifying Application	an application for reserved matters approval pursuant to the Planning Permission or any application under Section 73 of the Act for the Development
Qualifying Permission	a reserved matters approval or planning permission 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
Return	<p>means a written return made by the Owner to the County Council specifying</p> <ol style="list-style-type: none"> 1. The total number of Dwellings occupied during the Return Period and separately the total number of 1 Bed Dwellings, 2 Bed Dwellings, 3 Bed Dwellings and 4 Bed Dwellings so occupied; 2. The aggregate number of Dwellings which have been occupied at the end of the Return Period and separately the aggregate number of 1 Bed Dwellings, 2 Bed Dwellings, 3 Bed Dwellings and 4 Bed Dwellings comprised therein
Return Dates	means the quarter days being the first day of January, first day of April, first day of July and first day of October in each year occurring after the Occupation of the first Dwelling until Returns have been made pursuant to paragraph [7] reporting the Occupation of all the Dwellings comprised in the Development

Expression**Meaning****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 occupation of the first Dwelling and ending on the day before the following Return Day and the final Return Period will be the Return Period ending on the day before the Return Day next following the occupation of the final Dwelling comprised in the Development

Secondary Education Contribution

means the sum of Six Million Fifty Thousand Five Hundred and Seventy Six Pounds (£6,050,576.00) Index Linked towards the expansion of secondary education capacity serving the Site including the purchase of secondary school land payable in three instalments as follows:

- Secondary Instalment 1 being 50% of the Secondary Education Contribution and
- Secondary Instalment 2 being 25% of the Secondary Education Contribution and
- Secondary Instalment 3 being the remaining 25% of the Secondary Education Contribution

Secondary Matrix Sum

means the sum calculated in accordance with the following formula:

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

When

A means the number of 1 Bed Dwellings

B means the number of 2 Bed Dwellings

C means the number of 3 Bed Dwellings

Expression**Meaning**

D means the number of 4 Bed Dwellings

W, X, Y and Z are as set out in the line labelled 'Secondary' in Annex 1 to this Schedule

Secondary Supplemental Payment

means the sum calculated as follows:-

$£(M - P)$ Index Linked

Where M is the Secondary Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date

P is the aggregate of the payments in respect of the Secondary Education Contribution (but disregarding adjustments for index linking)

Secondary Supplemental Payment Return Date

means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Secondary Matrix Sum exceeds £6,050,576.00

SEN Contribution

means the sum of Four Hundred and Eleven Thousand Three Hundred and Forty Five Pounds (£411,345.00) Index Linked towards the expansion of special educational needs capacity serving the Site

SEN Matrix Sum

means the sum calculated in accordance with the following formula:

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

When

A means the number of 1 Bed Dwellings

Expression**Meaning**

B means the number of 2 Bed Dwellings

C means the number of 3 Bed Dwellings

D means the number of 4 Bed Dwellings

W, X, Y and Z are as set out in the line labelled 'SEN' in Annex 1 to this Schedule

SEN Supplemental Payment

means the sum calculated as follows:-

$\text{£}(M - P)$ Index Linked

Where M is the SEN Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date

P is the aggregate of the payments in respect of the SEN Contribution (but disregarding adjustments for index linking)

SEN Supplemental Payment Return Date

means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the SEN Matrix Sum exceeds £411,345.00

Strategic Transport Contribution 1

Means the sum of One Hundred and Twenty One Thousand Four Hundred and Seventy Six Pounds (£121,476) Index Linked towards the Local Plan BAN1 scheme to improve traffic conditions on Hennef Way or an alternative scheme of similar benefit

Strategic Transport Contribution 2

Means the sum of Two Hundred and Fifteen Thousand Five Hundred and Thirty Seven Pounds and Twelve Pence (£215,537.12) Index Linked towards Local Plan BAN2 scheme to improve public transport access on Tramway Road or an alternative scheme of similar benefit

Expression	Meaning
Supplemental Payment	means any instalment of the Primary Supplemental Payment or the Secondary Supplemental Payment or the SEN Supplemental Payment or the Cycleway (for Secondary School) Supplemental Payment due to be paid pursuant to paragraph 2 this Schedule
TRO Contribution	<p>means the sum of Six Thousand Three Hundred and Eighty Pounds (£6,380) Index Linked towards the cost of promotion, advertising and if appropriate making and implementing two Traffic Regulation Orders as follows:</p> <ol style="list-style-type: none"> 1. To extend the 40mph speed restriction on Oxford Road beyond the southern site access 2. To enable on-street parking restrictions along the bus route within Longford Park
Travel Plan Monitoring Contribution	means the sum of Two Thousand Three Hundred and Forty Six Pounds (£2,346) Index Linked towards the cost of monitoring the travel plan for the Development

2. COVENANTS

The Owner covenants with the County Council as follows:

1. to pay the TRO Contribution and Primary Instalment 1 to the County Council prior to the Commencement of the Development
2. not to cause or permit the Commencement of the Development until it has paid the TRO Contribution and Primary Instalment 1 to the County Council
3. to pay the Bridge Street Junction Contribution and Public Transport Instalment 1 and the Travel Plan Monitoring Contribution and Primary Instalment 2 to the County Council prior to first Occupation of any Dwelling; and

4. not to cause or permit the first Occupation of any Dwelling until it has paid the Bridge Street Junction Contribution and Public Transport Instalment 1 and the Travel Plan Monitoring Contribution and Primary Instalment 2 to the County Council
5. to pay the Public Rights of Way Contribution to the County Council prior to first Occupation of more than 50 Dwellings; and
6. not to cause or permit the first Occupation of more than 50 Dwellings until it has paid Public Rights of Way Contribution to the County Council
7. to pay Primary Instalment 3 to the County Council prior to first Occupation of more than 100 Dwellings; and
8. not to cause or permit the first Occupation of more than 100 Dwellings until it has paid Primary Instalment 3 to the County Council
9. to pay Secondary Instalment 1 and the Cycleway for Secondary School Contribution and the Oxford Canal Pedestrian and the Cycle Route Contribution to the County Council prior to first Occupation of more than 200 Dwellings; and
10. not to cause or permit the first Occupation of more than 200 Dwellings until it has paid Secondary Instalment 1 and the Cycleway for Secondary School Contribution and the Oxford Canal Pedestrian and the Cycle Route Contribution to the County Council
11. to pay the SEN Contribution to the County Council prior to first Occupation of more than 300 Dwellings; and
12. not to cause or permit the first Occupation of more than 300 Dwellings until it has paid the SEN Contribution to the County Council
13. to pay Secondary Instalment 2 and Strategic Transport Contribution 2 to the County Council prior to first Occupation of more than 400 Dwellings; and
14. not to cause or permit the first Occupation of more than 400 Dwellings until it has paid Secondary Instalment 2 and Strategic Transport Contribution 2 to the County Council
15. to pay Secondary Instalment 3 and Strategic Transport Contribution 1 to the County Council prior to first Occupation of more than 600 Dwellings; and

16. not to cause or permit the first Occupation of more than 600 Dwellings until it has paid Secondary Instalment 3 and Strategic Transport Contribution 1 to the County Council
17. to pay Public Transport Instalment 2 to the County Council prior to the first anniversary of the date that Public Transport Instalment 1 becomes due for payment and not to cause allow or permit any further Occupation of the Development after the first anniversary of the date that Public Transport Instalment 1 becomes due for payment unless and until Public Transport Instalment 2 has been paid to the County Council.
18. to pay Public Transport Instalment 3 to the County Council prior to the second anniversary of the date that Public Transport Instalment 2 becomes due for payment and not to cause allow or permit any further Occupation of the Development after the second anniversary of the date that Public Transport Instalment 2 becomes due for payment unless and until Public Transport Instalment 3 has been paid to the County Council.
19. to pay Public Transport Instalment 4 to the County Council prior to the third anniversary of the date that Public Transport Instalment 3 becomes due for payment and not to cause allow or permit any further Occupation of the Development after the third anniversary of the date that Public Transport Instalment 3 becomes due for payment unless and until Public Transport Instalment 4 has been paid to the County Council.
20. to pay Public Transport Instalment 5 to the County Council prior to the fourth anniversary of the date that Public Transport Instalment 4 becomes due for payment and not to cause allow or permit any further Occupation of the Development after the fourth anniversary of the date that Public Transport Instalment 4 becomes due for payment unless and until Public Transport Instalment 5 has been paid to the County Council.
21. to pay Public Transport Instalment 6 to the County Council prior to the fifth anniversary of the date that Public Transport Instalment 5 becomes due for payment and not to cause allow or permit any further Occupation of the Development after the fifth anniversary of the date that Public Transport Instalment 5 becomes due for payment unless and until Public Transport Instalment 6 has been paid to the County Council.

3. PAYMENTS COVENANTS

1. The Owner covenants to pay to the County Council within 28 days of each Primary Supplemental Payment Return Date a Primary Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date
2. The Owner covenants to pay to the County Council within 28 days of each Secondary Supplemental Payment Return Date a Secondary Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date
3. The Owner covenants to pay to the County Council within 28 days of each SEN Supplemental Payment Return Date a SEN Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date
4. The Owner covenants to pay to the County Council within 28 days of each Cycleway for Secondary School Supplemental Payment Return Date a Cycleway for Secondary School Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date

4. COVENANTS (NOTIFICATION AND PROVISION OF INFORMATION)

1. The Owner covenants with the County Council that within 21 days of each Return Date it will make a Return to the County Council
2. In the event that the County Council considers that the Owner may have failed to give notification of an event taking place in accordance with clause [3] or if the Owner fails to make a Return within 21 days of any Return Date or makes a Return which appears to be incomplete:-

4.2.1 The County Council may investigate whether the event has taken place and/or as applicable the number and type/size of Dwelling occupied for the purpose of ascertaining whether or not any of the obligations or restrictions in this Deed has become operative and the Owner will pay to the County Council the sum of £450 in respect of the costs of each such investigation; and

- 4.2.2 The due date for any payment due at or before a relevant event specified in clause [3] takes place will be such date as the County Council reasonably selects; and
- 4.2.3 If the County Council reasonably considers that a Return Date is a Return Date for a Supplemental Payment the Supplemental Payment shall be such sum as the County Council reasonably determines and the due date for payment of the Supplemental Payment shall be the Return Date and
- 4.2.4 The provisions of this paragraph 4.2 shall be without prejudice to any other right or remedy of the County Council
- 4.2.5 if any payment to be made to the County Council further to this Deed is not paid on or before the due date for payment to pay Interest on the sum outstanding from the due date for payment to the date of payment

Annex 1

	<u>1 Bed</u>	<u>2 Bed</u>	<u>3 Bed</u>	<u>4 + Bed</u>
Primary	0	1,870.85	4,291.96	5,612.56
Secondary	0	3,408.78	8,862.82	14,316.86
SEN	0	257.13	621.13	893.93
Cycleway (for Secondary School)	0	26.74	69.53	112.31
TOTALS	W= £	X=£	Y=£	Z=£

SEVENTH SCHEDULE HIGHWAYS SCHEDULE

EIGHTH SCHEDULE

EIGHTH SCHEDULE COUNTY OBLIGATIONS

1. INTERPRETATION

In this Schedule in addition to the definitions provided in Clause 1 of this Deed the following words and phrases shall have the following meanings and where a word is defined in Clause 1 of this Deed and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule

Expression	Meaning
1. “the County Contributions”	means the financial contributions payable to the County Council as defined in the [] Schedule of this Deed;
2. “First Secondary Land Contribution”	means the sum calculated in accordance with the following formula: <ul style="list-style-type: none">• (4.88 ha - CPG Land Requirement) x £375,000 per ha towards the cost of that area of the Secondary School Site as defined in the [] Schedule Error! Reference source not found. which is not required to be delivered by the Owner in mitigation of the Development and which sum is Index Linked
3. CPG Land Requirement	means in ha the area of land required for the delivery of secondary school education for the number of secondary school pupils generated from the mix of Dwellings constructed by the Owner on the Site in accordance with the Planning Permission provided always that the CPG Land Requirement may not be less than 1.45 ha

4. **“Supplemental Secondary Land Contribution”** means the sum of £708,750 (Index Linked) towards the cost of that area of the Secondary School Site as defined in the [] Schedule **Error! Reference source not found.**
- 5.
6. **“Index Linked”** means adjusted according to any increase occurring between [] and the date of payment in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office for National Statistics

2. COUNTY COUNCIL COVENANTS

The County Council covenants with the Owner:-

1. to pay the First Secondary Land Contribution to the Owner on the date of transfer of the Secondary School Site to the County Council
2. to pay the Supplemental Secondary Land Contribution to the Owner the date of transfer of the Secondary School Option Site to the County Council

Provided always that where a County Contribution is due to be paid by the Owner to the County Council within 28 days either before or after the payment under 2.1 and/or 2.2 is due the parties may agree that that the amount of the First Secondary Land Contribution and/or the Supplemental Secondary Land Contribution may be set off against the sum due to be paid by the Owner to the County Council and the amount payable may be reduced accordingly

Application of Monies Received

3. The County Council shall not apply the County Contributions for any purpose other than that set out in the relevant definition in the [] Schedule **Error! Reference source not found.** of this Deed (or any alternative which achieves similar benefits) in such form and at such time as the County Council shall in its discretion decide

Virement

4. The County Council may temporarily appropriate funds out of one or more of the County Contributions to be applied for another purpose or purposes designated under this Deed as long as appropriated funds are ultimately reallocated for their designated purpose

Repayment of Contributions

5. The County Council covenants with the Owner that following written request from the Owner that it will pay to the person that made that payment to the County Council the balance (if any) of the County Contributions which at the date of receipt of such written request has not been expended provided always that no such request will be made prior to the expiry of ten years from the date of receipt by the County Council of the final instalment of such contribution (or if later ten years from the date on which the final instalment of such contribution was due). Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date AND FURTHER PROVIDED THAT the County Council shall not be obliged pursuant to this paragraph to return monies that have been passed to persons/bodies other than the County Council
6. The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the County Council under this Deed upon receiving a written request from the Owner such request not being made more than once in any year

**NINTH SCHEDULE
SECONDARY SCHOOL PROVISION**

**TENTH SCHEDULE
SCHOOL LAND SECOND OPTION**

**ELEVENTH SCHEDULE
LAND TRANSFERS AND LEASES**

EXECUTION

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
(the officer appointed for this
purpose)]