

DATED.....21 DECEMBER.....2023

CHERWELL DISTRICT COUNCIL
-and-
OXFORDSHIRE COUNTY COUNCIL
-and-
NICHOLAS PHILIP GILES and ALISON LESLEY CAROLINE BROADBERRY
-and-
KENNETH RAYMOND ALAN HOLFORD and ARC TRUSTEES LIMITED, as trustees of K Holford
Company Pension Scheme
-and-
ANDREW MICHAEL DEAN and SUZANNE DEAN
-and-
RICHBOROUGH ESTATES LIMITED
-and-
LONE STAR LAND LIMITED

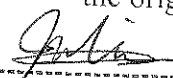
PLANNING OBLIGATION BY DEED OF AGREEMENT
under Section 106 of the Town and Country Planning Act 1990
relating to land at OS Parcel 1570 adjoining and west of Chilgrove Drive and adjoining and north of
Camp Road Heyford Park

Shahin Ismail Shiraz Sheikh
Assistant Director of Law, Governance and
Democratic Services and Interim Monitoring Officer
Bodicote House
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Bodicote
Banbury
Oxfordshire OX15 4AA

Cherwell
DISTRICT COUNCIL
NORTH OXFORDSHIRE

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We hereby certify this to be a true copy of
the original



Ladders Solicitors LLP
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Stratford upon Avon CV37 6PA
21 DECEMBER 2023

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THIS AGREEMENT is dated

21 DECEMBER

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) **NICHOLAS PHILIP GILES and ALISON LESLEY CAROLINE BROADBERRY** whose address is c/o Edwin Coe LLP 2 Stone Buildings London WC2A 3TH (“**First Owner**”)
- (4) **KENNETH RAYMOND ALAN HOLFORD** of 55 Napier Street Bletchley MK2 2NF and **ARC TRUSTEES LIMITED** (incorporated in England and Wales under company number 08818861) as the **TRUSTEES OF K HOLFORD AND COMPANY PENSION SCHEME** whose registered office address is New Maxdov House 130 Bury New Road Manchester England M25 0AA (“**Second Owner**”)
- (5) **ANDREW MICHAEL DEAN and SUZANNE DEAN** of Letchmere Camp Road Upper Heyford Bicester OX25 5LS (“**Third Owner**”)
- (6) **RICHBOROUGH ESTATES LIMITED** (incorporated in England and Wales under company number 04773757) whose registered office address is Waterloo House Waterloo Street Birmingham West Midlands B2 5TB (“**First Promoter**”)
- (7) **LONE STAR LAND LIMITED** (incorporated in England and Wales under company number 07134980) whose registered office address is 50 High Street Henley-In-Arden England B95 5AN (“**Second Promoter**”)

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 First Owner is the registered freehold proprietor of Land A subject to an agreement in favour of the First Promoter.
- (D) The Second Owner is the registered freehold proprietor of Land B subject to an agreement in favour of the Second Promoter.

- (E) The Third Owner is the registered freehold proprietor of Land C subject to an agreement in favour of the Second Promoter.
- (F) The District Council refused the Application on 31 March 2023.
- (G) An appeal to the Secretary of State against the refusal of the Application was submitted by the First Promoter and the Second Promoter on 27 July 2023.
- (H) The Owner, the First Promoter, the Second Promoter, 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 on Appeal and to be bound by and observe and perform the planning obligations subject to Clause 5.

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);
“Appeal”	the appeal submitted by the First Promoter and the Second Promoter against the District Council’s refusal of the Application and allocated reference number APP/C3105/W/23/3326761;
“Application”	the application for outline planning permission submitted to the District Council and validated on 4 April 2022 for the Development and allocated reference number 21/04289/OUT;
“Commencement of the Development”	<p>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 (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:</p> <ul style="list-style-type: none"> • site clearance • demolition work; • archaeological investigations; • investigations for the purpose of assessing ground conditions; • remedial work in respect of any contamination or other adverse ground conditions; • erection of any temporary means of enclosure;

Expression

Meaning

- the temporary display of site notices or advertisements;

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

“Community Development Fund”

means the sum of £10,350 (ten thousand three hundred and fifty pounds) calculated at Forty-Five pounds £45.00 per Dwelling to be Index Linked and to be used towards initiatives to support groups for residents of the development in accordance with NPPF paras.17 & 69 and Local Plan strategic objective SO10 and accompanying para.B.86 payable in accordance with the Fourth Schedule;

“Community Development Worker Fund”

means the sum of £16,939 (sixteen thousand nine hundred and thirty-nine pounds) to be used towards employment of a worker for 0.4 FTE for 1 year payable in accordance with the Fourth Schedule;

“Community Hall Facilities Contribution”

means the sum of £262,967.90 (Two hundred and sixty-two thousand nine hundred and sixty-seven pounds ninety pence to be Index Linked and to be used towards a new Community Centre at Heyford Park for new residents, which is to be located on land south of Camp Road and west of the caravan park payable in accordance with the Fourth Schedule;

“Construction”

the construction of any building forming part of the Development including footings or foundations and “Construct” and “Constructed” shall be construed accordingly;

“County Monitoring Fee”

means the sum calculated in accordance with the spreadsheet attached at Appendix 1 where the contribution secured is the aggregate of the financial contributions payable to the County Council payable in accordance with the Fifth Schedule disregarding Index Linking (as defined in that Schedule);

“Development”

the outline proposal for the erection of up to 230 dwellings, creation of new vehicular access from Camp Road and all associated works with all matters reserved apart from access to be carried out pursuant to the Planning Permission granted in accordance with the Appeal (and any non-material modification under section 96A of the Act) and any Reserved Matters approval or any variation under section 73 of the Act approved by the District Council;

“Due Date”

if the provisions of clause 12 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>each of the residential dwellings to be Constructed or proposed to be Constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with conditions) as approved by any Reserved Matter approval 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
“Index Linked”	<p>means in relation to contributions payable to the District Council adjusted according to the increase (if any) in the BCIS All in One Tender Price index published by the Royal Institution of Chartered Surveyors’ Building Costs Information Service (or such other index as may from time to time replace the BCIS All in One Tender Price index or any such alternative index or comparable measure of price inflation as the Owner and the District Council may agree in writing) between the published figure for the date hereof and the Due Date;</p>
“Indoor Sports Contribution”	<p>means the sum of £192,038 (One hundred and ninety-two thousand and thirty-eight pounds) to be Index Linked which shall be used towards funding a planned new facility in accordance with LP policies BSC10 & BSC12 payable in accordance with the Fourth Schedule;</p>
“Inspector”	<p>a planning inspector appointed by the Secretary of State to consider the Appeal under delegated powers;</p>
“Interest”	<p>interest at the rate of four percent (4%) above the base lending rate of Lloyds Bank PLC from time to time;</p>
“Implementation”	<p>occurs when the Development is initiated in accordance with section 56 of the Act notwithstanding that any condition requiring compliance before that has not been complied with and ‘Implement’ or any other derivation of this term shall be construed accordingly;</p>
“Land A”	<p>as defined in the First Schedule;</p>
“Land B”	<p>as defined in the First Schedule;</p>
“Land C”	<p>as defined in the First Schedule;</p>
“Monitoring Fee”	<p>the sum of £3,000 (Three Thousand Pounds) to be applied towards the costs of monitoring and reporting upon compliance with the obligations in Second Third and Fourth Schedules to this deed;</p>
“NPPF”	<p>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;</p>
“Occupy”	<p>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 “Occupation” “Occupied” and “Occupier” shall be construed accordingly;</p>

Expression	Meaning
“Outdoor Sports Contribution”	means the sum of £463,917 (Four hundred and sixty-three thousand nine hundred and seventeen pounds) to Index Linked which shall be used towards the provision and maintenance of planned new facilities, in accordance with LP policies BSC10 & BSC11 payable in accordance with the Fourth Schedule;
“Owner”	First Owner and the Second Owner and the Third Owner;
“Plan”	the ‘Location Plan drawing number LO1 (December 2021)’ attached to this deed at the annex to the first schedule;
“Planning Permission”	any planning permission that will be granted by the Secretary of State for the Development in pursuance of the Planning Application or any variation to that permission granted pursuant to Section 73, s.73A or s.96A of the Act;
“Public Art Contribution”	means the sum of £51,520 (Fifty-one thousand five hundred and twenty pounds) to be Index Linked and used for the purpose of funding public art provision on the Site it is payable in accordance with the Fourth Schedule;
“Registration Fee”	the sum of five hundred pounds (£500);
“Reserved Matters”	details of any one or more of appearance, landscaping, layout and scale reserved under the terms of the Planning Permission for subsequent approval;
“Site”	Land A, Land B and Land C together comprising OS Parcel 1570 adjoining and west of Chilgrove Drive and adjoining and north of Camp Road Heyford Park the land against which this deed may be enforced as described in the first schedule and shown edged red on the Plan;
“Secretary of State”	the Secretary of State for Levelling Up, Housing and Communities or any other minister appointed to determine Appeals from time to time;
“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;
“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 a statute shall include any modification, extension or re-enactment of that statute 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 statute 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 its 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 Second Schedule Third Schedule and Fourth Schedule are only enforceable by the District Council as local planning authority (district planning authority), and
 - 3.3.2 those set out in the Fifth Schedule and the Sixth Schedule are only enforceable by the County Council as local planning authority (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 .

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 4, 8.1, 12, 16 and 17 (conditionality, legal costs, monitoring and administering, notifications, jurisdiction and delivery) shall come into effect immediately upon completion of this deed.

4.3 Should the Secretary of State or his appointed Inspector in their decision letter make a finding that any of the covenants or obligations in this Deed do not meet the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and accordingly attaches no weight to that obligation in determining the Appeal then such covenant(s) or obligation(s) as so identified by the Secretary of State or his appointed Inspector shall be deemed to be of no effect notwithstanding the remaining provisions of this Agreement which for the further avoidance of doubt shall remain in effect and enforceable.

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, the Fourth Schedule; and
- 5.1.2 the County Council as set out in the Fifth and Sixth Schedule.

6. THE DISTRICT COUNCIL'S COVENANTS

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

7. THE COUNTY COUNCIL'S COVENANTS

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

8. MISCELLANEOUS

8.1 The Owner shall pay or secure the payment:

- 8.1.1 to the District Council on the execution and completion of this deed of the reasonable legal costs of the District Council related to the Application and this Deed;
- 8.1.2 to the County Council on the execution and completion of this deed of the reasonable legal costs of the County Council related to the Application and this Deed;
- 8.1.3 on completion of this Deed pay or within 35 Working Days of the Secretary of State's decision allowing the Appeal whichever is the later pay
 - (a) to the District Council the Monitoring Fee and the Registration Fee and
 - (b) to the County Council the County Monitoring Fee

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

- 8.2 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.
- 8.3 No provisions of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This deed shall be registrable as a local land charge by the District Council.
- 8.5 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 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:
- 8.5.1 the District Council by the Assistant Director: Planning and Development; and
- 8.5.2 the County Council by the Director for Environment and Place.
- 8.6 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.
- 8.7 Insofar as any clause or clauses of this deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 8.8 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 the Planning Permission expires prior to Implementation.
- 8.9 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.
- 8.10 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
- 8.10.1 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;
- 8.10.2 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.

- 8.11 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 any Reserved Matter approval granted (whether or not on appeal) after the date of this Deed.

9. WAIVER

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

10. NO FETTER

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

11. CHANGE OF OWNERSHIP

- 11.1 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 its interests in the Site within ten (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:

- 11.1.1 the sale of individual Dwellings on the Development; or
- 11.1.2 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 its undertaking.

12. NOTIFICATIONS

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

- 12.1 to notify the District Council and the County Council in writing no later than five (5) Working Days prior to the anticipated date of each of the following:

- 12.1.1 Implementation;
- 12.1.2 Commencement of Development;
- 12.1.3 first Occupation of the Development;
- 12.1.4 First Occupation of the Twenty First Dwelling to be Occupied;
- 12.1.5 First Occupation of the Thirty First Dwelling to be Occupied;
- 12.1.6 First Occupation of the Forty First Dwelling to be Occupied;
- 12.1.7 First Occupation of the Fiftieth Dwelling to be Occupied;
- 12.1.8 First Occupation of the Sixtieth Dwelling to be Occupied;
- 12.1.9 First Occupation of the One Hundredth Dwelling to be Occupied;

12.1.10 First Occupation of the Two Hundredth Dwelling to be Occupied.

and not to Commence Occupy or cause or permit Occupation until the appropriate notice has been given and five (5) Working Days have elapsed since it was served;

- 12.2 to notify the District Council and the County Council in writing of the actual date of each such event referred to in clause 12.1 above no later than ten (10) Working Days after the event occurs;
- 12.3 to notify the District Council and the County Council within ten (10) Working Days of the each of the usual quarter days (25 March, 24 June, 29 September and 25 December) the number of Dwellings on the Development which have been Occupied on that quarter day and the addresses/plot numbers together with a plan showing plot numbers.

13. **INTEREST**

- 13.1 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.
- 13.2 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.

14. **VAT**

- 14.1 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 .

15. **NOTICES**

- 15.1 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.
- 15.2 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 or to such other person at such other address as the County Council shall direct from time to time.
- 15.3 Any notice to be given to the Owner shall be sent to the First Owner the Second Owner and the Third Owner at the respective owner's address at the head 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.
- 15.4 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:
- 15.4.1 if delivered by hand, at the time of delivery;
- 15.4.2 if sent by post, on the second (2nd) Working Day after posting; or
- 15.4.3 if sent by recorded delivery, at the time delivery was signed for.

- 15.5 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.
- 15.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.
- 15.7 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 post.

16. JURISDICTION

This deed is governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

17. 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.

18. CONSENT OF PROMOTERS

- 18.1 The First Promoter acknowledges and declares that this Deed has been entered into by the First Owner, the Second Owner and the Third Owner with its consent and that the Site shall be bound by the obligations contained in this deed and that the security of the mortgage over Land A shall take effect subject to this deed PROVIDED THAT the First Promoter shall otherwise have no liability under this deed unless it takes possession of the Site or any part of it or undertakes any part of the Development of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner, the Second Owner and the Third Owner as relevant.
- 18.2 The Second Promoter acknowledges and declares that this Deed has been entered into by the First Owner, the Second Owner and the Third Owner with its consent and that Site shall be bound by the obligations contained in this deed and that the security of the mortgage over Land B and Land C shall take effect subject to this deed PROVIDED THAT the Second Promoter shall otherwise have no liability under this deed unless it takes possession of the Site or any part of it or undertakes any part of the Development of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner, the Second Owner and the Third Owner as relevant.

19. 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:

- 19.1 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.
- 19.2 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.

20. Disputes

- 20.1 A Relevant Dispute in the context of this deed arises where the Owner requires or seeks the approval or consent of the District Council 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:

- 20.1.1 disputes relating to the construction or interpretation and/or the application of this deed shall only be determined by an Expert (as hereinafter defined) with the express further agreement of all other parties to this deed and in the absence of such agreement can only be determined by a court of competent jurisdiction;
- 20.1.2 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 20 but in accordance with section 106B of the Act or section 84A of the Law of Property Act 1925 or otherwise as appropriate.
- 20.2 Any party to this deed may by serving notice on all the other parties (the "Notice") require a dispute to be referred to an Expert for determination.
- 20.3 identify the clause or paragraph of a schedule or appendix pursuant to which the dispute has arisen; and
- 20.4 The Expert may be agreed upon by the parties in dispute and in the absence of such agreement within one month of the date that the Notice is issued either party may request that the following nominate the Expert at their joint expense:
- 20.4.1 if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 20.4.2 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advise, the President of the Institute of Civil Engineers to nominate the Expert;
- 20.4.3 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;
- 20.4.4 if such dispute relates to Affordable Housing the Expert shall be nominated by the President of the Royal Town Planning Institute; and
- 20.4.5 in all other cases, the President of the Law Society to nominate the Expert as he thinks appropriate.
- 20.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the relevant 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. Notice in writing of the appointment of an Expert shall be given by the Expert to the parties to the dispute and he shall invite each of the said 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.
- 20.6 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 by him although he shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 20.7 The Expert shall give notice of his decision in writing.
- 20.8 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.

20.9 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.

20.10 Nothing in this clause 20 shall be taken to fetter the parties to this deed's 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 "Land A" Lot 4 Letchmere Farm Camp Road Upper Heyford Bicester OX25 5LS the freehold to which is registered at HM Land Registry under title ON266890
- 2 "Land B" Land lying to the south and east of Letchmere Farm Camp Rad Upper Heyford Bicester OX25 5LS the freehold to which is registered at HM Land Registry under title ON268806
- 3 "Land C" Land lying to the east of Letchmere Farmhouse Camp Road Upper Heyford Bicester OX25 5LS the freehold to which is registered at HM Land Registry under title ON274435

Do not scale from this drawing.

This drawing is for planning purposes only. It is not intended to be used for any other purpose. The information provided by this drawing is for information only and should not be used to make any decisions. edge Placemaking Group Ltd accepts no responsibility or liability for any loss or damage, whether direct or indirect, arising from the use of this drawing.

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PLANNING

Site boundary (11.58ha)

Hybrid/mixed application for upto 1,235 dwellings; retail; medical centre; employment; schools; community use buildings; indoor sports provision; energy facilities; 30m high observation tower with zip-wire; changes of use and demolition to existing buildings; open space; sports facilities; green infrastructure; and upgrades to Chilgrove Drive and the junction with Camp Road

(18/00825/HYBRID)

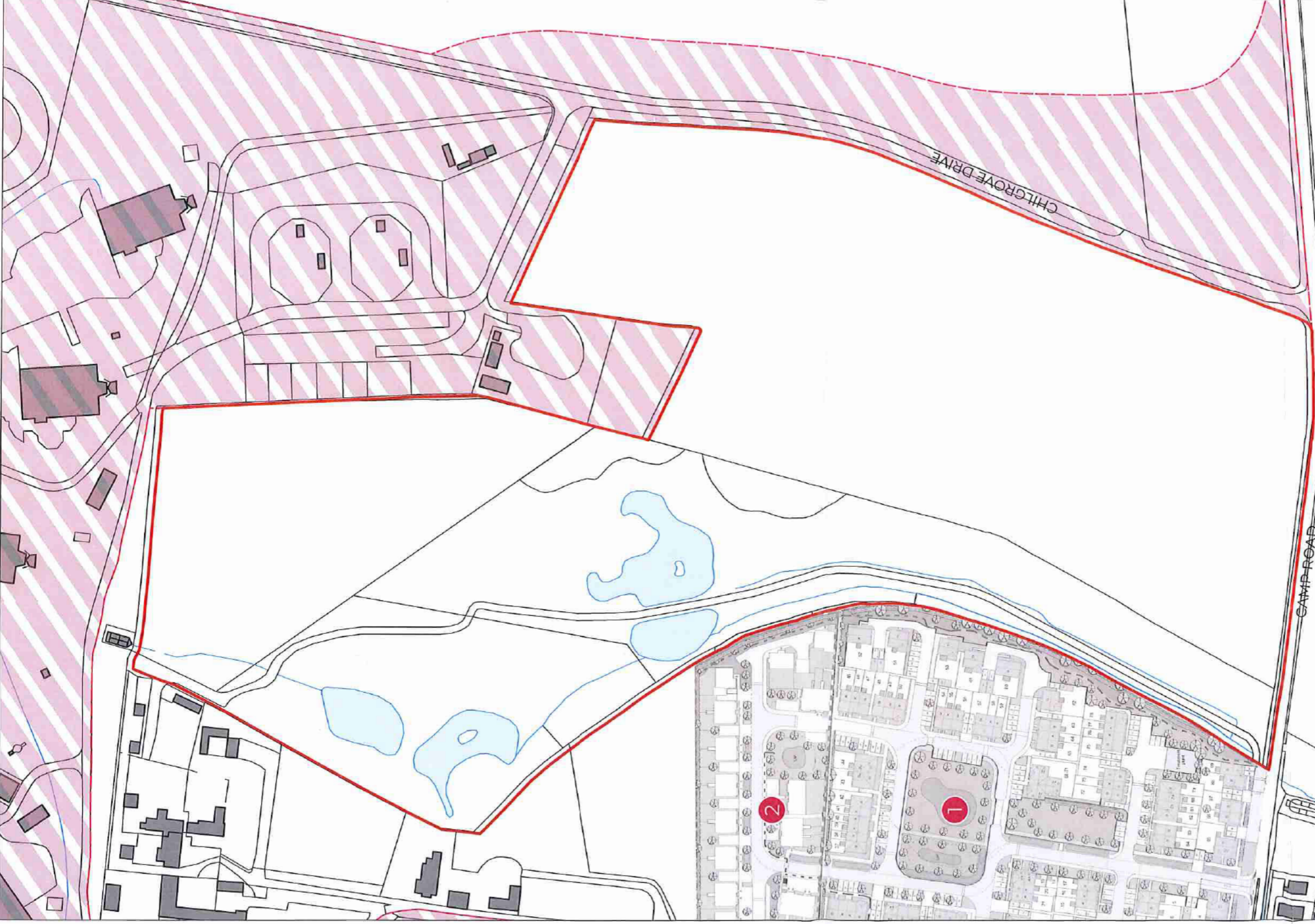
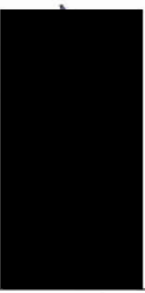
Status: Outline Approval

1 Full application for 89 dwellings (15/01357/F)

Status: Undetermined

2 Outline application application for up to 31 dwellings (21/03523/OUT)

Status: Undetermined



Rev.	Date	Description

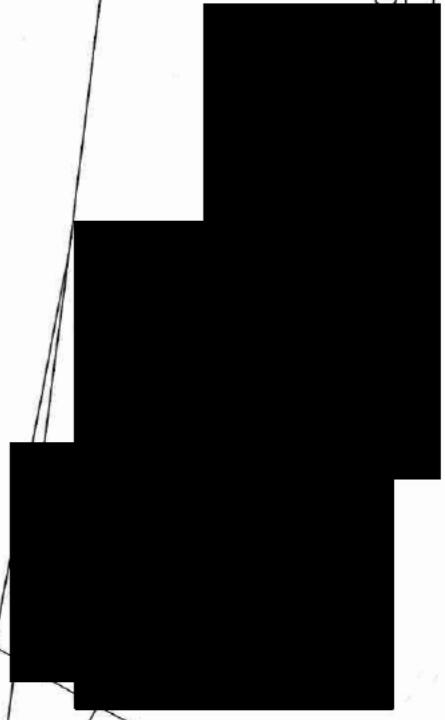
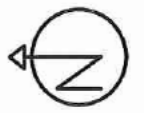
Land north of Camp Road
HEYFORD PARK

Location Plan

Job ref:	Drawing number:	Revision:
374	LO1	-
Scale	Date:	
1:2,000 @ A3	December 2021	



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CDC 21196

SECOND SCHEDULE AFFORDABLE HOUSING

COVENANTS WITH THE DISTRICT COUNCIL - AFFORDABLE HOUSING

PART 1

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 giving 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	the Intermediate Housing or Affordable Rented Housing or Social Rented Housing or such alternative tenure to be agreed with the District Council that shall comprise not less than 35% (thirty-five per cent) of the total number of Dwellings on the Development being 80.5 Dwellings.
Affordable Housing Tenure Mix	the mix of tenure and dwelling types whereby not less than 35% (thirty-five per cent) of the Dwellings within the Development are provided as Affordable Housing as follows and whereby 70% of the Affordable Housing Dwellings shall be provided as Social Rented Housing 25% shall be provided as First Homes and the remaining 5% shall be Intermediate Housing or such alternative mix of tenure as at any time may be submitted to the District Council for approval in writing.
Affordable Housing Scheme	a scheme submitted to the District Council pursuant to paragraph 2.1 of this Schedule which sets out details of the property types numbers locations and external appearance of the Affordable Housing Dwellings; including the timing of construction of the Affordable Housing Dwellings.
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 dwellings to be constructed on the Affordable Housing Site.
Affordable Housing Standards	the design criteria with which the Affordable Housing shall comply (unless otherwise agreed between the District Council and the Owner), namely: <ul style="list-style-type: none">• (in relation to the Affordable Rented Housing or Social Rented Housing only) 1% to comply with the Building Regulations

Expression	Meaning
	<p data-bbox="590 369 1276 436">Requirement M4(3) Category 3(2b): Wheelchair Adaptable Dwellings;</p> <ul data-bbox="558 459 1388 784" style="list-style-type: none"> <li data-bbox="558 459 1388 571">• shall be located in clusters of no more than 10 Affordable Housing Dwellings of one tenure and no more than 15 units of Affordable Housing Dwellings of mixed tenure in any one cluster; <li data-bbox="558 593 1388 660">• shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Housing; and <li data-bbox="558 683 1388 784">• they shall be constructed to the nationally described space standard as set out in the Department for Communities and Local Government's technical housing standards.
Affordable Rented Housing	<p data-bbox="558 828 1372 1064">rented housing provided by the Registered Provider to households who are eligible for social rented housing and which is not subject to the national rent regime but in line with the District Council's tenancy strategy, the rents shall be no more than 80% of the local market rent (including service charge where applicable) or the relevant Local Housing Allowance rate in force at the time the property is advertised for letting whichever is the lower.</p>
Allocations Scheme	<p data-bbox="558 1086 1308 1243">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).</p>
Chargee	<p data-bbox="558 1265 1372 1500">any mortgagee or chargee of the Registered Provider of the Affordable Housing Site or any part of it and includes any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 (including a Housing Administrator under the provisions of the Housing and Planning Act 2016) howsoever appointed or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security.</p>
Help to Buy Agent	<p data-bbox="558 1534 1324 1612">that organisation which is appointed by the Regulator or other such successor body to assess eligibility for and market low cost home ownership products.</p>

Expression

Meaning

Infrastructure

in relation to the Affordable Housing Site:

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

PROVIDED THAT the 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

Intermediate Housing

housing at prices and rents above those for social rented housing but below open market prices or rents and for the avoidance of doubt the expression 'Intermediate Housing' includes Shared Ownership, shared equity and low cost homes for sale but does not include Affordable Rented Housing. The Intermediate Housing will be delivered as Shared

Expression	Meaning
	Ownership Housing unless otherwise agreed between the District Council and the Owner.
Market Dwellings	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing.
Mortgage Land	the Affordable Housing Site or any part of it which is mortgaged or charged to a 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 Rented Dwellings and the Social Rented 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 social housing which is designated in the register maintained by the Regulator or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under subsections 115(1)(a) or 278(2) of the Housing and Regeneration Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and been approved in writing by the District Council.
Shared Ownership Housing	ownership under the terms of a lease which accords with the Regulator's Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between 10% - 75% of the equity in an Affordable Housing Dwelling from the housing provider who retains the remainder and may charge a rent of up to 2.75% on the unsold equity and where the lessee has the option to increase their percentage of ownership through a process of staircasing up to outright ownership.
Social Rented Housing	rented housing owned and managed by Registered Providers for which guideline target rents are determined through a national rent regime as described in Annex 2 of the NPPF.
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.

Expression	Meaning
The Regulator	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.

2. AFFORDABLE HOUSING COVENANTS

The Owner covenants with the District Council that they:

- 2.1 will submit a detailed scheme for the provision, proposed location and construction programme of the Affordable Housing Dwellings, including details of the proposed Affordable Housing Tenure Mix to the District Council for approval by the District Council which when approved becomes the Affordable Housing Scheme and shall in addition to demonstrating that the Development will comprise no less than 35% Affordable Housing Dwellings as a minimum show:

2.1.1 Social Rented Housing consisting of

- (a) 3 1 bedroom 2 person maisonettes
- (b) 3 1 bedroom 2 person houses
- (c) 18 2 bedroom 4 person houses
- (d) 22 3 bedroom 6 person houses
- (e) 10 4 bedroom 7 person house;

2.1.2 Shared Ownership Housing consisting of

- (a) 11 2 bedroom 4 person houses
- (b) 13 3 bedroom 5 person houses

referred to in this Schedule as the Indicative Affordable Housing Dwelling and Tenure Mix

- 2.2 will not Commence or cause or permit the Commencement of the Development until the Affordable Housing Scheme has been approved in writing by the District Council;
- 2.3 will not Occupy or cause or permit the Occupation of more than thirty per cent (30%) of the Market Dwellings unless otherwise agreed between the Owner and the District Council until
- 2.3.1 each area comprising the Affordable Housing Site has been offered to a Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with

a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession on completion and capable of being fully serviced and properly connected to the public highway and a Registered Provider has exchanged a binding contract for the purchase of the Affordable Housing; and

2.3.2 there has been provided to the District Council's reasonable satisfaction the Infrastructure to serve each parcel of the Affordable Housing Site and the Affordable Housing Dwellings at no cost to or other contribution by the Registered Provider (other than the price agreed for the sale of the Affordable Housing Site).

2.4 will not cause or permit more than eighty five per cent (85%) of the Market Dwellings to be used or Occupied unless and until the Owner has constructed all of the Affordable Housing Dwellings and made the same ready for Occupation as aforesaid in accordance with the Affordable Housing Standards and the approved Affordable Housing Scheme and the Affordable Housing Site has been offered to and transferred to a Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession and capable of being fully serviced and properly connected to the public highway;

2.5 will not use or cause or permit the use of the Affordable Housing Site for any other purpose than for the provision of Affordable Housing in accordance with this Deed unless otherwise specified in this Deed;

2.6 will not without the consent in writing of the District Council 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; and

2.7 will provide the Affordable Housing Dwellings in accordance with the Affordable Housing Scheme or such other mix as may be agreed in writing between the Owner and the District Council.

3. MORTGAGEE EXEMPTION

3.1 The provisions of paragraph 2 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 if the Chargee:

3.1.1 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;

3.1.2 has used reasonable endeavours over a period of three months from receipt of notification pursuant to paragraph 3.1.1 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; and

3.1.3 has not been able to complete a transfer of the Mortgage Land to either the District Council or a Registered Provider.

3.2 Subject to compliance with the provisions of paragraph 3.1 above the Chargee shall be able to sell the Mortgage Land free from the restrictions in paragraph 2 above with the effect that they shall cease to bind any person obtaining title to the Mortgage Land;

3.3 Notwithstanding the provisions of paragraph 3.1 above it is agreed 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. ALLOCATION

The Owner covenants not to allocate or cause or permit to be allocated any of the Affordable Housing Dwellings other than as follows:

4.1 the Affordable Rented Housing and the Social Rented Housing 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;

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

4.3 as agreed by the District Council.

5. MISCELLANEOUS

It is agreed that:

5.1 the provisions of this part will not be binding on 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 mortgagee, chargee or successor in title thereto;

5.2 if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Homes England 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 Agreement shall continue in respect of such other Registered Provider.

**PART 2
DEFINITIONS**

<p>"Additional First Homes Contribution"</p>	<p>means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of this Schedule, the lower of the following two amounts:</p> <p>(a) 30% of the proceeds of sale; and</p> <p>(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.</p>
<p>"Affordable Housing Plan"</p>	<p>means a drawing showing the siting of Affordable Housing within the Site and agreed in writing by the District Council</p>
<p>"Armed Services Member"</p>	<p>means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within five (5) years prior to purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service</p>
<p>"Close Relative"</p>	<p>means:</p> <ul style="list-style-type: none"> • Mother/Father • Sister/Brother • Daughter/Son • Grandparent • Grandchild • Wife/Husband • Civil Partner
<p>"Cluster"</p>	<p>means a group of Affordable Dwellings which does not have contiguous boundaries with another group of Affordable Dwellings</p>
<p>"Compliance Certificate"</p>	<p>means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 applies the Eligibility Criteria (Local)</p>
<p>"Development Standard"</p>	<p>means a standard to fully comply with the following:</p>

	<p>(a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015</p> <p>(b) all national construction standards and planning policy relating to design which has been published by the Secretary of State or by the Council as at the date of this Agreement</p> <p>(c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited</p> <p>(d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)</p>
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30%
"Disposal"	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:</p> <p>(a) a letting or sub-letting in accordance with paragraph 7</p> <p>(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner</p> <p>(c) an Exempt Disposal</p> <p>and "Disposed" and "Disposing" shall be construed accordingly</p>
"Eligibility Criteria (National)"	<p>means criteria which are met in respect of a purchase of a First Home if:</p> <p>(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</p> <p>(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).</p>
"Eligibility Criteria (Local)"	<p>means criteria published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:</p> <p>(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and</p> <p>(b) any or all of criteria (i) (ii) and (iii) below are met</p> <p>(i) The purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the</p>

	<p>joint purchasers meets the Local Connection Criteria); and/or</p> <p>(ii) The purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or</p> <p>(iii) The purchaser is (or in the case of a joint purchase at least one of the joint purchasers) is a Key Worker</p>
"Exempt Disposal"	<p>means the Disposal of a First Home in one of the following circumstances:</p> <p>(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner</p> <p>(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner</p> <p>(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order</p> <p>(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 shall apply to such sale)</p>
"First Home"	<p>means a Dwelling which may be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and "First Homes" shall be construed accordingly</p>
"First Homes Owner"	<p>means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:</p> <p>(a) the Developer; or</p> <p>(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; a tenant or sub-tenant of a permitted letting under paragraph 7</p>
"First Homes Units"	<p>means those units as a First Home as shown on the Affordable Housing Plan unless otherwise agreed in writing by the Council</p>
"First Time Buyer"	<p>means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003</p>

"Income Cap (Local)"	<p>means:</p> <p>(a) On the first sale of the First Home eighty thousand pounds (£80,000); or</p> <p>(b) On a second or subsequent sale of a First Home such sum (if any) as may be published by the Council from time to time as the "First Homes Income Cap (Local)" for the Council's administrative area and is in operation at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Deed the Council has not set an Income Cap (Local)</p>
"Income Cap (National)"	<p>means eighty thousand pounds (£80,000)</p> <p>or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home</p>
"Key Worker"	<p>means a person employed in such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker" criteria and in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Key Worker" criteria which shall apply to that Disposal it being acknowledged that at the date of this Deed the Council has not designated any categories of employment as Key Worker</p>
"Market Value"	<p>means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation</p>
"Mortgagee"	<p>means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home</p>
"Practical Completion"	<p>means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied</p>
"Price Cap"	<p>means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State</p>
"SDLT"	<p>means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect</p>

"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
"Valuation"	means a valuation of a First Home carried out by a Valuer

The Owners covenant with the Council as follows:

1. OBLIGATIONS

Unless otherwise prior agreed in writing by the Council the Owners covenant with the Council for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come as below save that

- 1.1 paragraphs 2, 3, 4 and 5, of this Part 2 of this Schedule shall not apply to a First Homes Owner;
- 1.2 paragraphs 6 and 7 of this Part 2 of this Schedule shall apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 1.3 Paragraph 8 of this Part 2 of this Schedule applies as set out therein.

2. PROVISION OF FIRST HOMES

- 2.1 To provide the First Homes Units in accordance with the approved Affordable Housing Scheme and the Affordable Housing Tenure Mix which shall be retained as First Homes in perpetuity subject to the terms of this Deed.
- 2.2 Not to allow or permit the Occupation of more than 110 of the Market Dwellings until all of the First Home Units are Practically Complete in accordance with Affordable Housing Plan and are ready for Occupation

3 NOT USED

4 TYPE AND DISTRIBUTION

- 4.1 The mix of First Homes provided on the Site shall be in accordance with the Affordable Housing Scheme and shall not be visually distinguishable from the Market Dwellings based upon their external appearance and shall be subject to the provisions of this Deed

4.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwelling but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

5. DEVELOPMENT STANDARD

5.1 All First Homes shall be constructed to the Development Standard and no less than the standard applied to the Market Dwellings

6 DELIVERY MECHANISM

6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

6.1.1 the Eligibility Criteria (National); and

6.1.2 the Eligibility Criteria (Local) (if any).

6.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion of the First Home) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.1.2 shall cease to apply.

6.3 Subject to paragraphs 6.6 to 6.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

6.4.1 The Council has been provided with evidence that:

6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies also meets the Eligibility Criteria (Local) (if any);

6.4.1.2 the Dwelling is being Disposed of as a First Home at the First Homes Discounted Price; and

6.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be "Cherwell District Council of Bodicote House, White Post Road, Bodicote, Banbury, OX15 4AA "

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 6.1-6.9 of Part 2 of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated

[] made between (1) the Council (2) the County Council (3) the First Owner (4) the Second Owner (5) the Third Owner (6) the First Promoter and (7) the Second Promoter

d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

6.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 of Part 2 of this Schedule have been met

6.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Cherwell District Council of Bodicote House, White Post Road, Bodicote, Banbury, OX15 4AA or their conveyancer that the provisions of Part 2 of the Second Schedule (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6.6 The owner of a First Home (which for the purposes of this clause shall include the Owners and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

6.6.1 the Dwelling has been actively marketed as a First Home for three (3) months in accordance with Clauses 6.1 and 6.2 (and in the case of a first Disposal the three (3) months shall be calculated from a date no earlier than three (3) months prior to Practical Completion of the First Homes) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1 of this Schedule; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

6.7 Upon receipt of an application served in accordance with paragraph 6.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

6.8 Where such an application is made if the Council is satisfied that either of the grounds in paragraph 6.6 above have been made out it shall confirm in writing within twenty one (21) days of receipt of the written request made in accordance with paragraph 6.6 that the relevant Dwelling may be Disposed of:

6.8.1 to the Council at the Discount Market Price; or

6.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is Disposed of other than as a First Home

6.9 Where such an application is made if the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 above have been made out then it shall within twenty one (21) days of receipt of the written request made in accordance with paragraph 6.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of the Dwelling as a First Home and the timescale (which shall be no longer than three (3) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home they may serve notice on the Council in accordance with paragraph 6.6 following which the Council must within twenty eight (28) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

6.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 6.8 or 6.9 above then the owner of the First Home shall pay to the Council forthwith upon receipt of the sale proceeds the Additional First Homes Contribution (which obligation shall remain binding on the ongoing owner of the First Home notwithstanding completion of such Disposal)

6.11 upon receipt of the Additional First Homes Contribution the Council shall:

6.11.1 within twenty eight (28) Working Days of such receipt provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 where such restriction has previously been registered against the relevant title; and

6.11.2 apply all monies received towards the provision of Affordable Housing

6.12 Any person who purchases a First Home free of the restrictions in Part 2 of this Schedule pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

7. LETTING AND SUB-LETTING

- 7.1 Subject to paragraph 7.2 each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.2 – 7.5 below.
- 7.2 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 7.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 7.4 A letting or sub-letting permitted pursuant to paragraph 7.2 or 7.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 7.5 Nothing in this paragraph 7 of this Schedule prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

8. FIRST HOMES MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of this Schedule shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a "First Home Receiver"))) of any individual First Home or any persons or bodies deriving title through such Mortgagee or First Home Receiver PROVIDED THAT:

- 8.1 such Mortgagee or First Home Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 8.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or First Home Receiver to the Council the Mortgagee or First Home Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3 below
- 8.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution
- 8.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 8.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5; and
 - 8.4.2 apply all such monies received towards the provision of Affordable Housing

THIRD SCHEDULE

PUBLIC OPEN SPACE

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 giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“Attenuation Basin”	means three SuDS drainage attenuation basins shown on Illustrative Masterplan drawing PO6 or any agreed replacement thereof.
“Attenuation Basin Sum”	means Sixty-six pounds and six pence (£66.06) per square metre.
“BS5837”	means the British Standard for Trees in relation to design, demolition and construction – Recommendations, the latest version being published in 2012 and applies to all trees that could be affected during the carrying out of the Development.
“Existing Hedgerows”	means those existing hedgerows shown on the Landscape & Open Space Parameter Plan PO5 or any agreed replacement thereof.
“Existing Woodland”	means those existing woodland shown on the Landscape & Open Space Parameter Plan PO5 or any agreed replacement thereof.
“Existing Woodland Sum”	means Forty-six pounds ninety-seven pence (£46.97) per square metre.
“Final Completion Certificate”	means a certificate issued by the District Council confirming final completion of the laying out, landscaping and equipping of the Open Space in accordance with the relevant scheme or specification approved pursuant to this Deed and the making good of all defects and completion of the Maintenance Period to the District Council's reasonable satisfaction.
“Hedgerows Commuted Sum”	means Twenty-six pounds and sixty-six pence (£12.65 per linear metre).
“Index Linked”	means adjusted according to the increase (if any) in the BCIS All in One Tender Price index published by the Royal Institution of Chartered Surveyors' Building Costs Information Service (or such other index as may from time to time replace the BCIS All in One Tender Price index or any such alternative index or comparable measure of price inflation

Expression	Meaning
"Informal Open Space"	as the Owner and the District Council may agree in writing) between the published figure for the date hereof and the Due Date.
"Informal Open Space Commuted Sum"	means areas of informal open space to be provided on the Development as identified within the Open Space Scheme.
"Landscape Management Contribution"	means Thirty Six Thousand One Hundred and Thirty Five Pounds (£36,135) for Informal Open Space as shown in the Open Space Scheme.
"LAP"	means the sums of Fifteen Thousand Pounds (£15,000) and One Thousand and Five Hundred Pounds (£1,500) to be used towards the Council's Landscape Services' costs of monitoring and managing the LEMP over fifteen (15) years.
"LAP Commuted Sum"	an equipped activity zone set within a landscaped area designed to provide a safe area for alternative play for children aged 2 to 6 with a minimum area of 100m ² and located a minimum of 5m from the nearest Dwelling boundary.
"LEAP/NEAP"	means the sum of Thirty Six Thousand One Hundred and Thirty-five Pounds (£36,135.00) Index Linked for the LAP proposed in the Open Spaces Scheme.
"LEAP/NEAP Contribution"	means areas to be provided on the Development and identified within the Open Space Scheme as a local equipped area for play and/or a neighbourhood equipped area for play.
	means the sum of Five hundred and Forty Thousand and Forty-eight pounds (£540,048) to be used to provide a minimum 1,400sqm equipped activity zone to include:
	<ul style="list-style-type: none"> i) a hard surfaced area (min 465sqm) of play equipment set in a safe landscaped area suitable for 4-12 year olds ii) the LEAP to be a minimum of 400sqm iii) the NEAP min size 1,000sqm
	which shall be sited [more than 10 metres from any Dwelling boundary. The LEAP to be sited more than 20 metres from any Dwelling boundary and the NEAP to be sited more than 30 metres from any Dwelling. The landscaped area around the LEAP/NEAP to be not less than 1.07ha providing a minimum of 13 items of play equipment.

Expression

Meaning

“LEMP”

once approved by the District Council, the landscape and ecology management plan submitted to the District Council pursuant to paragraph 2, being a written scheme for the detailed ongoing management and maintenance of the Open Space which shall detail the frequency and standard of maintenance of the facilities that are the subject of the scheme together with measures to replace any equipment or infrastructure that becomes damaged or planting that may die or become diseased following implementation of the scheme and which may be varied from time to time with the written agreement of the District Council.

“LEMP Monitoring Contribution”

means the sum of Fifteen Thousand Pounds (£15,000) towards two Site visits per year to monitor the LEMP, such Site visits to continue for a period of fifteen years from the implementation of the LEMP.

“Maintenance Period”

means a period of twelve (12) months following the issue by the District Council of a Practical Completion Certificate or such longer period as the District Council may determine if it is not satisfied that the Open Space and/or LAP has been maintained in accordance with the Maintenance Plan during that period.

“Maintenance Plan”

means a scheme that complies with the Technical Specification to be submitted to and approved in writing by the District Council in accordance with paragraph 2.1 below which identifies the proposed ongoing maintenance operations for the Open Space during the Maintenance Period.

“Management Company”

a body established or appointed by the Owner to carry out the long term management and maintenance of the Open Space which is to be managed by it in accordance with the provisions of this deed and whose objectives shall include (but not be limited to):-

- Setting the level of charges for funding the running of the body and collecting such Service Charges from the residents (such term to include but is not limited to owners occupiers lessees and tenants of the Dwellings) Index Linked from the start of the first quarter after issue of the Final Completion Certificate for the Open Space;
- Ensuring that the level of any charges levied against any Affordable Housing Dwellings that are not owned outright by Registered Providers shall not materially affect the ability of these Dwellings to remain as Affordable Housing;

Expression

Meaning

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

“ManCo Default Deposit”

the sum of £74,841.00 (Seventy-four Thousand Eight Hundred and Forty-one Pounds) Index Linked to be utilised in accordance with paragraph 7 below

“ManCo Forward Funding Deposit”

the sum of £25,861 (Twenty-five Thousand Eight Hundred and Sixty-one pounds) Index Linked to be utilised as set out in the definition of ManCo Maintenance Escrow Account

“ManCo Maintenance Escrow Account”

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

- it shall hold all payments of the Management Company Forward Funding Deposit;
- monies can be drawn against by the Management Company towards the cost of the maintenance of the open space where such cost are not otherwise met by receipts of the Service charge;
- it shall be set up to allow the Management Company to draw down such costs every quarter for the cost to be incurred in the following quarter;
- the Management Company Forward Funding and any interest thereon shall be capable of being drawn against by the Management Company for the maintenance of the Open Space that are transferred to the Management Company;

monies can be draw against by the District Council and shall be opened and closed in accordance with the provisions of this schedule

Expression

Meaning

“ManCo Default Escrow Account”

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

- it shall hold the Management Company Default Deposit;
- monies can be drawn against by the District Council in the circumstances set out in paragraph 8.2 of this Schedule;

the Management Company Default Deposit and any interest thereon shall be capable of being drawn against by the District Council for the maintenance of the Open Space in the circumstances set out in paragraph 7 below of this Schedule; and shall be opened and closed in accordance with the provisions of the Schedule

“Management Company Structure Scheme”

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

- details of the identity and constitution of the Management Company.
- proposed banking arrangements for the Management Company, including details of how any failure or default by the Management Company will be funded.
- details of forward funding arrangements for the Management Company by the Owner until the Development is fully Occupied and the Management Company is funded from receipts from residents of the Dwellings.
- details of insurance to cover the use of the Open Space and LAP against damage and liability.
- details of the mechanism to ensure transfer of ownership and responsibility of the Open Space and LPA to the Management Company (if elected).
- a detailed scheme for the ongoing maintenance of the Open Space and LAP.

“Mature Trees”

means those trees identified as such in the Open Spaces Scheme.

“Mature Trees Commuted Sum”

means two hundred and eighty pounds (£280.00) per Mature Tree.

“Open Space Commuted Sum”

means the sum calculated as follows:

((A × the Informal Open Space Commuted Sum) Index Linked
+
(B × the Hedgerows Commuted Sum) Index Linked)

Expression

Meaning

+
(C x the Mature Trees Commuted Sum) Index Linked
+
(D x the Existing Woodland Sum) Index Linked
+
(E x the Proposed Woodland Sum) Index Linked
+
(F x the Ponds Sum) Index Linked
+
(G x the Attenuation Basin Sum) Index Linked
+
the LAP Commuted Sum
+
the LEAP/NEAP Contribution
+
LEMP Monitoring Contribution
+
Landscape Management Contribution
+ 15

Where:

A is the area in square metres of the Informal Open Space;

B is the length in linear metres of hedgerows or mature trees comprised in the Open Space

C is the number of Mature Trees

D is the number of square metres of Existing Woodland

E is the number of square metres of Proposed Woodland

F is the number of square metres of Pond

G is the square meterage of the Attenuation Basin

such areas lengths and numbers being determined by reference to the Open Spaces Scheme

"Open Space"

means the areas within the Site to be provided for recreation and amenity space and which is to be retained and maintained as open space to serve the Development in accordance with the provisions of this Schedule and which shall include the Informal Open Space LEAP/NEAP and the LAP.

"Open Space Scheme"

means a scheme for the provision, laying out, landscaping and equipping (as appropriate) of the Open Space to be submitted to and approved in writing by the District Council for approval in accordance with paragraph 2.1 below which shall include:

- i.) details of the locations of Informal Open Space and the LAP LEAP/NEAP; and

Expression	Meaning
	ii.) a timetable for carrying out the works and the planting comprised in the laying out landscaping of the Open Space to which the respective scheme relates.
“Pond”	means the four existing ponds alongside Ley Farm Brook at the west of the Site, referenced as No.14 on the Illustrative Masterplan drawing PO6 Rev B annexed hereto
“Ponds Sum”	means Forty-one pounds and Forty pence (£41.40) per square metre.
“Practical Completion Certificate”	means a certificate issued by the District Council confirming the practical completion of the laying out, landscaping and equipping of the land in question in accordance with the relevant scheme or specification approved pursuant to this Deed.
“Proposed Woodland”	means the area to be provided and maintained as woodland to serve the Development in accordance with the provisions of this Schedule and shown for illustrative purposes on the Illustrative Masterplan drawing PO6 Rev B annexed hereto
“Proposed Woodland Sum”	means Thirty-five pounds and two pence (£35.02) per square metre.
“Service Charge”	the charge set by the Management Company as a relevant proportion of the costs of managing and maintaining the Open Space and the LAP/NEAP transferred to it payable by the Occupiers of each Dwelling and which charge may vary depending on the size of each Dwelling
“TEMP”	means a training and skills plan detailing the provision of a range of employment skills and training measures for local workers living within the District with a target of 10 apprenticeships to be provided
“Technical Specification”	means the specification set out in the document headed “Cherwell District Council and South Northamptonshire Council Contract for the provision of landscape maintenance services 01 April 2018 - 31 March 2024 Document 3: Technical Specifications” available at: https://cherwellandsouthnorthants-my.sharepoint.com/:b/g/personal/tim_screen_cherwell-dc.gov.uk/Eajlf5MeqBVEp1im7WLDjW4BZDanybKZnb985oqXkFSN1A?e=RtbtSE

“Transfer”

the transfer by the Owner of the freehold of the Open Space to the Management Company or from the Management Company to the District Council (or such other person or body as the District Council may direct) the terms of such transfer shall:

- (a) not include any terms that would:
 - (i) restrict public access save for the purposes of maintenance works or in the case of emergency
 - (ii) directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owner;
- (b) include any reasonable reservation of rights of access and services over the Open Space (excluding the Recreation Facilities) for the benefit of any other part of the Site for the purpose of managing maintaining replacing renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity;
- (c) include for the benefit of the Open Space the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the area being transferred over any adjoining land for its intended purpose as set out in this Schedule; and
- (d) be a transfer of the entire freehold interest of the Open Space with full title guarantee and vacant possession on completion;
- (e) be free from any pre-emption or option agreement and free from any mortgage charge or lien or other encumbrance which restricts the use of the land for its intended purpose other than those which exist at the date of this deed and/or are agreed in the Transfer;
- (f) be with full title guarantee and vacant possession on completion;
- (g) be at a consideration in the sum of £1.00 and otherwise at no cost (including legal and surveying costs) to and subject to no other

Expression

Meaning

contribution by the District Council or its nominee or the Management Company as applicable; and

- (h) be subject to a restrictive covenant that the Open Space shall not be used for any purpose other than those identified in the Open Space Scheme, the Planning Permission and this deed and shall be publicly accessible and free at the point of use

2. PRE-COMMENCEMENT/OCCUPATION

2.1 Before Commencing the Development there shall be submitted to the District Council the proposed

2.1.1 Open Space Scheme;

2.1.2 Maintenance Plan; and

2.1.3 LEMP

and the Development shall not be Commenced until the District Council has approved each of them.

3. OPEN SPACE

3.1 The Open Space

3.1.1 shall be provided; and

3.1.2 shall be provided in accordance with the Open Space Scheme prior to Occupation of more than seventy five percent (75%) of the Dwellings.

3.2 Nothing shall be done on the Site that shall prevent, inhibit or otherwise compromise the carrying out of the Open Space Scheme or the efficient implementation of the LEMP and in particular:

3.2.1 no materials or equipment shall be stored on;

3.2.2 no services shall be run over, under or through;

3.2.3 no site offices, stores, hospitality or facilities cabins or other temporary structures shall be set upon;

3.2.4 no parking area or temporary roadway shall be created or designated on

any part of the Site that is to accommodate the Open Space or any part of it without the express prior written permission of the District Council having been requested and given unless such is essential for the creation of the Open Space itself.

- 3.3 Any Mature Trees and/or Existing Hedgerows shall be protected in accordance with BS5837 before any works comprised in the Development are carried out on the Site.
- 3.4 The District Council shall be entitled on reasonable notice but no less than one Working Days' Notice to enter the Site with workman and contractors to remedy any default in compliance with paragraphs 3.2 and 3.3 above and to recover the cost thereof from the Owner.
- 3.5 The Open Space shall be constructed laid out and seeded in accordance with the approved Open Space Scheme and in accordance with the timetable set out therein unless otherwise approved by the District Council in writing.
- 3.6 The LAP (or if more than one, each of them) and LEAP/NEAP shall, in addition to the obligations in paragraph 3.5 above be designed to and comply with the following:
- 3.6.1 the standards, policy, design principles and practice referred to in the Fields in Trust publication "Planning and Design for Outdoor Sport and Play" and the Play England publication "Design for Play – A guide to creating Successful Play Spaces" (or later revisions of these publications); and
 - 3.6.2 achieve a minimum score rating of 'Good' as measure against RoSPA's Play Value Assessment.
- 3.7 The Open Space shall not be used for any purpose other than as public open space land as an amenity for the occupiers of the Development and surrounding area but with the prior written consent of the District Council:
- 3.7.1 the subsoil of the Open Space may accommodate services provided such services do not prejudice the function of the Open Space;
 - 3.7.2 may be used for the storage of materials and equipment necessary for the maintenance of the Open Space;
 - 3.7.3 may accommodate an area for the parking of cars and/or any other vehicles associated with the use of the Open Space; or
 - 3.7.4 may reserve any necessary rights of access over the Open Space to any adjoining land.
- 3.8 Upon completion of the Open Space the District Council shall be notified and invited to inspect the Open Space within 15 Working Days with a view to either:
- 3.8.1 issuing a Practical Completion Certificate that certifies that the Open Space has been provided in accordance with the Open Space Scheme to the satisfaction of the District Council; OR

3.8.2 issuing a notice (Defects Notice) which states the Open Space has not been provided in accordance with the Open Space Scheme to a standard that satisfies the District Council and sets out details of the work required to reach that standard and the timescale in which the District Council expects such works to be done.

but in the event that the District Council considers that any failure to comply with the Open Space Scheme is minor and can be remedied within the Maintenance Period a Practical Completion Certificate may still be issued but endorsed with a note of the minor works to be done and the period in which the District Council expects them to be completed.

- 3.9 If a Defects Notice is issued the works specified in the Defects Notice shall be carried out and the District Council invited to re-inspect the Open Space with a view to securing the issue of the Practical Completion Certificate.
- 3.10 No more than 75% of the Dwellings shall be Occupied until the Practical Completion Certificate has been issued for the Open Space and the Open Space Monitoring Fee has been paid unless otherwise agreed between the Owner and the District Council;
- 3.11 After the issue of the Practical Completion Certificate the Open Space shall be maintained in accordance with the Maintenance Plan during the Maintenance Period and the general public shall be permitted to use the Open Space at all reasonable times save as necessary to carry out maintenance and in the interests of health and safety for the purposes for which it is provided.
- 3.12 Upon completion of the Maintenance Period the District Council:
- 3.12.1 if satisfied that the relevant Open Space has been maintained throughout the Maintenance Period in accordance with the Maintenance Plan and any minor defects set out in the Practical Completion Certificate have been remedied shall issue a Final Completion Certificate; or
 - 3.12.2 if not so satisfied issue a Defects Notice and the provisions of paragraph 3.8 and 3.9 above regarding Defects Notices shall apply to the issue of a Final Completion Certificate in the same manner as they apply to the issue of a Practical Completion Certificate.
- 3.13 At all reasonable times and upon reasonable notice officers servants and agents of the District Council may enter onto any necessary part of the Site for the purpose of inspecting the Open Space upon the District Council first giving reasonable notice and complying with all necessary and reasonable health and safety requirements whilst on Site.
- 4. ELECTION**
- 4.1 No later than within 20 Working Days of the issue of the Practical Completion Certificate the Owner shall elect by written notice whether on the issue of a Final Completion Certificate they wish:

4.1.1 to secure the maintenance and management of the Open Space through a Management Company;

OR

4.1.2 will be transferred to the District Council.

4.2 In the event that no such written notice is served in the time specified in paragraph 4.1 above (time being of the essence) the Owner shall be deemed to have elected to transfer the Open Space to the District Council.

4.3 If the Owner shall elect to secure the maintenance and management of the Open Space through a Management Company (pursuant to sub-paragraph 4.1.1 above) the provisions of paragraphs 5 to 8 below shall apply.

4.4 If the Owner shall elect (or shall be deemed to have elected) to transfer the Open Space to the District Council (pursuant to sub paragraphs 4.1.2 and 4.2 above) the provisions of paragraph 9 below shall apply.

5. MANAGEMENT COMPANY

The Owner covenants with the District Council as follows:

5.1 that they shall:

5.1.1 within 10 Working Days of their election submit a draft Management Company Structure Scheme to the District Council for its approval;

5.1.2 not Occupy or cause or permit the Occupation of any Dwellings until:

(a) the District Council shall have approved the submitted Management Company Structure Scheme; and

(b) the Management Company has been established in accordance with the approved Management Company Structure Scheme and evidence thereof has been submitted to the District Council that it has been so established.

5.2 not to dispose of an interest in any Dwelling without putting in place in the plot documentation for each of the Dwellings a covenant whereby the owner/occupiers of each Dwelling (and their successors in title) shall be liable to make payment to the Management Company of the Service Charge which shall be collected and ring-fenced by the Management Company as successor in title to the Owner for application for the management and maintenance of the Open Space.

5.3 to put in place in the sale documentation for each of the Dwellings a covenant whereby each of the residents (and their successors in title) shall be liable to make payment to the Management Company of the Service Charge prior to Occupation of the relevant Dwelling.

5.4 prior to the Occupation of any Dwelling pay to the District Council the Management Company Monitoring Payment and shall not Occupy or cause or permit the Occupation of any Dwelling until the Management Company Monitoring Payment has been paid in full.

6. **TRANSFER**

The Owner shall:

6.1 Transfer the Open Space to the Management Company within 20 Working Days of the issue of the Final Completion Certificate; and

6.2 in any event not Occupy or cause or permit the Occupation of more than 90% of the Dwellings until the completion of the Transfer of the Open Space to the Management Company.

7. **FINANCIAL PROVISIONS**

7.1 On or before the Transfer to the Management Company of the Open Space in accordance with this Schedule, the Owner shall:

7.1.1 set up the ManCo Default Escrow Account and provide evidence to the District Council that the account has been set up; and

7.1.2 set up the ManCo Maintenance Escrow Account and provide evidence to the District Council that the account has been set up;

7.1.3 pay the ManCo Default Deposit into the ManCo Default Escrow Account and provide evidence to the District Council that such payment has been made;

7.1.4 pay the first ManCo Forward Funding Deposit into the ManCo Maintenance Escrow Account and provide evidence to the District Council that such payment has been made.

7.2 On each anniversary of the first payment of the ManCo Forward Funding Deposit into the ManCo Maintenance Escrow Account to make a further payment of the ManCo Forward Funding Deposit less any sums which remain unspent from the immediately preceding payment of the ManCo Forward Funding Deposit until the earlier of:

7.2.1 the fourteenth anniversary of the date of the first payment of the Management Company Forward Funding Deposit and

7.2.2 the date that 95% of the Dwellings (having regard to the number approved in Reserved Matters) have been Occupied.

7.3 The ManCo Default Escrow Account shall be retained for a period expiring 15 (fifteen) years after the date the ManCo Default Escrow Account is first opened and the ManCo Default Escrow Account shall be closed at this point (or earlier if the Management Company is wound up prior to the expiration of the said 15 years) and any monies whether capital or interest sums remaining in the ManCo Default Escrow Account at that time shall be released to the person who made the payments.

7.4 The ManCo Maintenance Escrow Account shall be retained for a period expiring once 47 of the Dwellings (or if less than 47 Dwellings are proposed pursuant to any Planning Permission then 95% of the Dwellings approved pursuant to the subsequent Planning Permission and if more than one Planning Permission proposing different numbers of Dwellings 95% of the lowest number of Dwellings approved) have been Occupied and then shall be closed and any monies whether capital or interest sums remaining in the ManCo Maintenance Escrow Account at that time shall be released to the person who made the payments.

8. DEFAULT BY MANAGEMENT COMPANY

8.1 In the event that:

8.1.1 the Management Company fails to maintain any part or aspect of the Open Space in accordance with the approved Management Scheme; or

8.1.2 the Management Company

- (a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of it with one or more other companies or its solvent reconstruction;
- (c) is wound up or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Management Company (other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction);

- (d) has an administrator appointed or an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given;
- (e) has an administrative receiver appointed or the holder of a qualifying floating charge over the assets of it has become entitled to appoint an administrative receiver;
- (f) a receiver is appointed over all or any of its assets or a person becomes entitled to appoint a receiver over all or any of those;
- (g) has a creditor or encumbrancer of it attach or take possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any of its assets, and such attachment or process is not discharged within ten Working Days;
- (h) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business (whether or not that part of the business involves maintaining the Open Space).

the District Council may enter on to the relevant area of the Open Space together with relevant personnel and equipment to ensure the performance of the obligations contained in this Schedule and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of the Open Space ('Works in Default') and shall be entitled to full reimbursement by the Management Company of all costs and expenses incurred in performing the said obligations.

8.2 In the event that the Management Company:

- 8.2.1 shall have failed to maintain the Open Space in accordance with the approved Management Scheme the District Council will not exercise the right in paragraph 8.1.2 above to carry out Works in Default before having given written notice to the Management Company stating the nature of the failure, the steps required to remedy the failure, and a reasonable time period for remedying it and shall afford the Management Company the opportunity to remedy the failure in accordance with the steps and time period in the written notice;
- 8.2.2 shall have failed for whatever reason to reimburse the costs and expenses incurred by District Council in carrying out any Works in Default within 14 days of a written demand therefor, the District Council shall be entitled to recover such costs and expenses from the ManCo Default Escrow Account.

the District Council shall be entitled to draw down from the ManCo Default Escrow Account all sums then credited to that account.

8.3 In the event that

8.3.1 the District Council shall have served notice on the Management Company requiring it to remedy any failure to maintain the Open Space in accordance with the approved Management Scheme; and

- (a) the Management Company have failed to remedy that failure within the time given in the notice; but
- (b) at that point in time there are no funds in the ManCo Default Escrow Account or the funds in the ManCo Default Escrow Account are insufficient to defray the costs of the Works in Default.

8.3.2 the Management Company shall have failed to make any payment of the Management Company Forward Funding Deposit into the ManCo Maintenance Escrow Account within 14 days of such payment being due;

8.3.3 any of the circumstances set out in paragraph 8.1.2 above shall occur or the Management Company otherwise ceases to be able to carry out its obligations in the Management Scheme.

then the provisions of paragraph 8.4 below shall apply

8.4 the Management Company (or the such other person or body as shall then have control over the Management Company's assets) as successor in title to the Owner shall, at the election of the District Council either:

8.4.1 Transfer all its interest in the Open Space to the District Council or its nominee together with all responsibilities for management and maintenance of the same; or

8.4.2 Transfer the responsibility for management and maintenance of the Open Space to the District Council or its nominee and

8.4.3 pay any accrued Service Charges to the District Council or its nominee and assign:

- (a) its right to collect and receive payments of the Service Charge: and
- (b) any rights it has to draw down funds from the ManCo Default Escrow Account and/or the ManCo Maintenance Escrow Account

9. TRANSFER TO THE DISTRICT COUNCIL

Upon completion of the Maintenance Period and issue of the Final Completion Certificate

9.1 the freehold interest in the Open Space shall be transferred to the District Council or such other body as the District Council may direct on the following terms:

9.1.1 Consideration for the transfer shall be no more than One pound (£1-00);

9.1.2 To be with:

- (a) full title guarantee, and
- (b) vacant possession on completion

9.1.3 The transfer shall include such rights as may be necessary for the District Council to access the Open Space for purposes of maintenance repair improvement and replacement of any aspect of the Open Space:

- (a) A covenant not to use or permit the Open Space to be used for anything other than the purposes that they were provided for and not to use them for any income generating use without the consent of the transferor (such consent not to be unreasonably withheld or delayed); and
- (b) Save as is inconsistent herewith on the Law Society's Standard Conditions of Sale applicable at the time of the issue of the Completion Certificate.

9.1.4 A draft transfer shall be prepared by the transferor and sent to the District Council for approval or amendment within Twenty (20) Working Days of the issue of the last Final Completion Certificate and once approved an executed transfer shall be delivered to the District Council for its execution by the District Council within Ten (10) Working Days.

9.2 The Open Space Commuted Sum shall be paid to the District Council.

9.3 Notwithstanding the issue of a Final Completion Certificate the Open Space shall continue to be maintained in accordance with the LEMP until its transfer in accordance with paragraph 9.1 above

10. Employment Skills and Training Plan

The Owner covenants with the District Council:

10.1 not to cause or permit Implementation of the Development until a TEMP has been submitted to the District Council and it has been approved in writing by the District Council

10.2 from the date of its written approval by the District Council to Implement and fully comply with the TEMP as approved.

10.3 on each anniversary of the date of Implementation until construction of the Development has been completed to submit to the District Council a report which demonstrates the progress made towards achieving the outputs identified in the TEMP including the provision of at least the minimum number of apprenticeships identified therein

FOURTH SCHEDULE

FINANCIAL CONTRIBUTIONS PAYABLE TO THE DISTRICT COUNCIL

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 giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“District Council Contributions”	the total of the following combined contributions: <ul style="list-style-type: none"> • Indoor Sports Contribution • Outdoor Sports Contribution • Community Development Fund • Community Development Worker Fund • Community Hall Facilities Contribution • Public Art Contribution

“Oxfordshire Clinical Commissioning Group Contribution”	means Eighty-two Thousand and Eight Hundred pounds (£82,800) Index Linked to be used to help equip, staff and maintain facilities at Bicester GP Practices either in Bicester or in their new satellite facility at Heyford Park to serve the health needs generated by residents in this development
“Thames Valley Police Contribution”	means Seventy-four Thousand Nine Hundred and Twenty-Three pounds (£74,923) Index Linked towards the infrastructure required for effective policing as a result of changes the Development makes to the operational environment.

2. FINANCIAL CONTRIBUTIONS

The Owner covenants with the District Council:

- 2.1 to pay 50% of the District Council Contributions on Occupation of 33% of the Dwellings on the Site;
- 2.2 to pay the remaining 50% of the District Council Contributions on Occupation of 67% of the Dwellings on the Site.
- 2.3 to pay the Oxfordshire Clinical Commissioning Group Contribution prior to Occupation of 50% of the Dwellings on the Site.
- 2.4 to pay the Thames Valley Police Contribution prior to Occupation of 50% of the Dwellings on the Site.

FIFTH SCHEDULE
COVENANTS TO THE COUNTY COUNCIL

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 giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
Bedroom	<p>means a room in a Dwelling designed as a bedroom or study/ bedroom and</p> <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
Combined Education Contribution	<p>means the sum of being together the Primary and Nursery Education Contribution and the Secondary Education Contribution and the SEND Education Contribution.</p>
Cycle Route Contribution	<p>means the sum of Eighty-four Thousand Three Hundred and Seventy-Four pounds (£84,374) Index Linked towards the provision of an off-carriageway cycle route between the site and Bicester.</p>
County Council Contribution	<p>means the Household Waste Recycling Centre Contribution the Library Contribution the Primary and Nursery Education Contribution the Secondary Education Contribution the SEND Education Contribution.</p>
County Council Highway Contribution	<p>Means the Cycle Route Contribution the Highways Works Contribution the M40 Junction 10 Mitigation Contribution the Local Weight Restriction TRO Contribution the Middleton Stoney Mitigation Contribution the Public Transport Services Contribution the Safety Improvements 1 Contribution the Safety Improvements 2 Contribution the School Transport Contribution the Travel Plan Monitoring Contribution and the Village Traffic Calming Contribution.</p>
Education Payment	<p>any instalment of the Primary and Nursery Education Contribution or any instalment of the Secondary Education Contribution or any instalment of the SEND Education Contribution due to be paid pursuant to paragraph 2 of this Schedule.</p>

Expression

Meaning

Highways Works Contribution

means One Million Six Hundred and Eighty-Two Thousand Two Hundred and Thirty-Seven pounds (£1,682,237) Index Linked towards a package of works including:

- Capacity improvements at Hopcrofts Holt
- Improvements to junction of Ardley Rd and B430 at Ardley
- Improvements to the junction of Camp Road/unnamed road/Chilgrove Drive
- Improvements to junction of unnamed road/B430
- Cycle route alongside unnamed road leading to B430
- Improvements to Camp Road

Construction of a bus and HGV road linking Chilgrove Drive and Heyford Village Centre Payable in two instalments:

- Highway Works Instalment 1 being 25% of the Highway Works Contribution
- Highway Works Instalment 2 being the remaining 75% of the Highway Works Contribution

Household Waste Recycling Centre Contribution

means Twenty-One Thousand Six Hundred and Eleven pounds (£21,611) Index Linked towards the expansion and efficiency of household waste recycling centres required to serve the Development

Expression

Index Linked

Meaning

in relation to

- the Travel Plan Monitoring Contribution adjusted according to any increase occurring between December 2021 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 Public Transport Services Contribution adjusted according to any increase occurring between August 2021 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 Primary Pupil Transport Contribution adjusted according to any increase occurring between June 2022 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 Cycle Route Contribution the Highway Works Contribution the Junction 10 Mitigation Contribution the Middleton Stoney Mitigation Contribution the Village Traffic Calming Contribution the Safety Improvements 1 Contribution the Safety Improvements 2 Contribution and the Local Weight Restriction TRO Contribution adjusted according to any increase occurring between August 2021 and the date when the relevant payment is made to the County Council 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%
Index 2 Plant & Road Vehicles	25%
Index 3 Aggregates	30%
Index 9 Coated Macadam & Bituminous Products	20%;

- the Primary and Nursery Education Contribution the Secondary Education Contribution the SEND Education Contribution the Library Contribution and the Household Waste Recycling Centre Contribution and any supplemental payments made under paragraph 4 adjusted according to any increase occurring between index value 327 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.

Expression	Meaning
Library Contribution	means Twelve Thousand Four Hundred and Eighty-Five pounds (£12,485) Index Linked towards Bicester library including book-stock.
Local Weight Restriction TRO Contribution	means Five Thousand Eight Hundred and Ninety-Two pounds (£5,892) Index Linked towards the promotion, consultation and, if appropriate, the making of a traffic regulation order(s) to implement weight restriction on the B4030 at Middleton Stoney or other local weight restriction scheme together with any signage and other works necessary for the order(s) to take effect.
Matrix Sum	<p>means the sum calculated in accordance with the following formula: $\text{£}(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$ 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 Annex 1 to this Schedule</p>
M40 Junction 10 Mitigation Contribution	means Three Hundred and Eight Thousand Five Hundred and Eight pounds (£308,508) Index Linked towards a scheme of capacity improvements at junction 10 of the M40.
Middleton Stoney Mitigation Contribution	means Ninety-nine Thousand Four Hundred and Fifty-five pounds (£99,455.00) Index Linked towards the promotion, consultation and if appropriate the making of a traffic regulation order to close to general traffic part of the B4030 west of Middleton Stoney and any works to the highway required to bring that into effect or an alternative scheme of similar benefit.
Policy Villages 5 Allocation	means the site shown outlined in red on drawing titled Policy Villages 5 – Former RAF Upper Heyford annexed to this Deed at Appendix 2.
Primary and Nursery Education Contribution	<p>means One Million Six Hundred and Four Thousand Six Hundred and Thirty pounds (£1,604,630) Index Linked towards primary education capacity serving the Site payable in two instalments:</p> <ul style="list-style-type: none"> • Primary Instalment 1 being 50% of the Primary and Nursery Education Contribution • Primary Instalment 2 being the remaining 50% of the Primary and Nursery Education Contribution.

Expression

Meaning

Primary Pupil Transport Contribution

means Three Hundred and Eighty Five Thousand Seven Hundred pounds (£385,700) Index Linked towards the transport of primary pupils generated by the Site to their nearest available school payable in three instalments:

- Pupil Transport Instalment 1 being one third of the Primary Pupil Transport Contribution
- Pupil Transport Instalment 2 being one third of the Primary Pupil Transport Contribution
- Pupil Transport Instalment 3 being the remaining third of the Primary Pupil Transport Contribution

Public Transport Services Contribution

means no more than Four Hundred and Fifty-Three Thousand One Hundred and Fifty-five pounds (£453,155) Index Linked (being calculated at One Thousand Nine Hundred and Seventy Pounds and Twenty Pence per Dwelling) towards enhanced bus services linking Heyford with Bicester payable in two instalments:

- Public Transport Instalment 1 being 50% of the Public Transport Services Contribution
- Public Transport Instalment 2 being the remaining 50% of the Public Transport Services Contribution

Return

means a written return made by the Owner to the County Council specifying:

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 5 reporting the Occupation of all the Dwellings comprised in the Development.

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.

Expression	Meaning
Supplemental Payments	means the sum calculated as follows:- £(M – P) Index Linked Where M is the Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date P is the aggregate of the Education Payments (disregarding adjustments for index linking) made further to clause 2 below which have been paid to the County Council at the relevant Return Date
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 Matrix Sum exceeds £2,925,899.
Safety Improvements 1 Contribution	means Six Thousand Six Hundred and Thirty pounds (£6,630) Index Linked towards implementation of Safety measures at the junction of North Aston Road and the A4260.
Safety Improvement 2 Contribution	means Seven Thousand One Hundred and Thirty-nine pounds (£7,139) Index Linked towards the provision of a scheme to improve safety at the staggered junction of the A4260 and B4027.
Secondary Education Contribution	means One Million One Hundred and Ninety-five Thousand Six Hundred and Thirty-two pounds (£1,195,632) Index Linked towards secondary education capacity serving the Site payable in in two instalments: <ul style="list-style-type: none"> • Secondary Instalment 1 being 50% of the Secondary Education Contribution • Secondary Instalment 2 being the remaining 50% of the Secondary Education Contribution
SEND Education Contribution	means One Hundred and Twenty-five Thousand Six Hundred and Thirty-Seven pounds (£125,637) Index Linked towards SEND education capacity serving the Site.
Travel Plan Monitoring Contribution	means One Thousand Five Hundred and Fifty-Eight pounds (£1,558) Index Linked towards the cost of monitoring the travel plan whilst it is in force.
Village Traffic Calming Contribution	means Fifty-seven Thousand Seven Hundred and Four pounds (£57,704) Index Linked towards the mitigation of traffic impact in Upper and Lower Heyford, Middleton Stoney, Ardley, Fritwell, Somerton, North Aston, Chesterton, Bucknell and Kirtlington.

2. The Owners covenant with the County Council as follows:

2.1 to pay the Public Transport Instalment 1 and Primary Instalment 1 and Secondary Instalment 1 and Pupil Transport Instalment 1 and the Travel Plan Monitoring Contribution to the County Council prior to first Occupation of any Dwelling;

- 2.2 not to cause or permit the first Occupation of any Dwelling until it has paid Public Transport Instalment 1 and Primary Instalment 1 and Secondary Instalment 1 and Pupil Transport Instalment 1 and the Travel Plan Monitoring Contribution to the County Council;
- 2.3 to pay Highway Works Instalment 1 to the County Council prior to first Occupation of more than 21 Dwellings;
- 2.4 not to cause or permit the first Occupation of more than 21 Dwellings until it has paid Highway Works Instalment 1 to the County Council;
- 2.5 to pay the Cycle Route Contribution and the Local Weight Restriction TRO Contribution and the Village Traffic Calming Contribution and Safety Improvements 2 Contribution to the County Council prior to first Occupation of more than 31 Dwellings;
- 2.6 not to cause or permit the first Occupation of more than 31 Dwellings until it has paid Cycle Route Contribution and the Local Weight Restriction TRO Contribution and the Village Traffic Calming Contribution and Safety Improvements 2 Contribution to the County Council;
- 2.7 to pay Highway Works Instalment 2 and the Middleton Stoney Mitigation Contribution and Public Transport Instalment 2 and Safety Improvements 1 Contribution to the County Council prior to first Occupation of more than 41 Dwellings;
- 2.8 not to cause or permit the first Occupation of more than 41 Dwellings until it has paid Highway Works Instalment 2 and the Middleton Stoney Mitigation Contribution and Public Transport Instalment 2 and Safety Improvements 1 Contribution to the County Council;
- 2.9 to pay Primary Instalment 2 and Pupil Transport Instalment 2 and Secondary Instalment 2 and the SEND Contribution and the Household Waste Recycling Centre Contribution and the Library Contribution to the County Council prior to first Occupation of more than 60 Dwellings;
- 2.10 not to cause or permit the first Occupation of more than 60 Dwellings until it has paid Primary Instalment 2 and Pupil Transport Instalment 2 and Secondary Instalment 2 and the SEND Contribution and the Household Waste Recycling Centre Contribution and the Library Contribution to the County Council;
- 2.11 to pay Pupil Transport Instalment 3 to the County Council prior to first Occupation of more than 100 Dwellings;
- 2.12 not to cause or permit the first Occupation of more than 100 Dwellings until it has paid Pupil Transport Instalment 3 to the County Council;
- 2.13 subject always to paragraph 2.14 below to pay the M40 Junction 10 Contribution on 31 March 2025 Provided always that this obligation shall not be enforceable unless Commencement of Development has occurred;
- 2.14 notwithstanding the terms of paragraph 2.13 above to pay the M40 Junction 10 Improvement Scheme to the County Council prior to first Occupation of more than sixty (60) Dwellings and not to cause or permit the first Occupation of more than sixty (60) Dwellings until it has paid the M40 Junction 10 Contribution to the County Council;
3. it is agreed between the parties that the payment of the Primary Pupil Transport Contribution is conditional on the Implementation of the Development prior to the approval of a reserved matters application for the delivery of a new primary school on the Policy Villages 5 Allocation and that accordingly if approval of a reserved matters application for the delivery of a new primary school on the

Policy Villages 5 Allocation is granted prior to Implementation then the obligations in respect of the Primary Pupil Transport Contribution are no longer enforceable

PAYMENTS COVENANTS

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

COVENANTS (NOTIFICATION AND PROVISION OF INFORMATION)

5. The Owner covenants with the County Council that within 21 days of each Return Date it will make a Return to the Council.
6. In the event that the County Council considers that the Owners may have failed to give notification of an event taking place in accordance with Clause 12 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:-
 - 6.1 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 Council the sum of £450 in respect of the costs of each such investigation; and
 - 6.2 The due date for any payment due at or before a relevant event specified in paragraph 2 takes place will be such date as the Council reasonably selects; and
 - 6.3 If the Council reasonably considers that a Return Date is a Supplemental Payment Return Date the relevant Supplemental Payment shall be such sum as the Council reasonably determines and the due date for payment of the relevant Supplemental Payment shall be the Supplemental Payment Return Date and
 - 6.4 The provisions of this paragraph 6 shall be without prejudice to any other right or remedy of the Council

Annex 1

	1 Bed	2 Bed	3 Bed	4+ Bed
Primary & Nursery Education	£0.00	£6,557.12	£8,456.30	£8,832.14
Secondary Education	£0.00	£4,579.29	£6,323.79	£6,977.97
SEND Education	£0.00	£493.56	£664.80	£715.16
Total	W + £0.00	X = £11,629.97	Y = £15,444.89	Z = £16,525.27

SIXTH SCHEDULE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

PART 1

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 giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
the 1980 Act	means the Highways Act 1980 (as amended)
Connection Point	means the separate points marked A, B, C, D, E, F and G on the Pedestrian and Cycle Access Plan annexed to this Deed
Highway Agreement	means an agreement under Section 278 (and if appropriate section 38) of the 1980 Act in accordance with the form annexed to this Deed (subject to any amendments that the circumstances may reasonably and properly require) which provides for the execution of the Works by the Owner at the Owner's expense.
Pedestrian and Cycle Access Plan	means the drawing marked pedestrian and cycle access plan annexed to this deed
Pedestrian and Cycle Connection	means a path or paths available to pedestrians and cyclists across the Site to join up with highway infrastructure whether rights of way or adopted highway off the Site so as to ensure connectivity between the Site and the adjacent development and Chilgrove Drive
Works Plan	means the drawing reference number T19562.001 Rev C attached to this Deed
Works	means the principal works together with associated preparatory and ancillary works and the amenity and accommodation works described in Part 2 of this Schedule

2. WORKS OBLIGATIONS

- 2.1 The Owner covenants with and undertakes to the County Council not to cause or permit the Commencement of the Development until:

- 2.1.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the Works together with associated drawings and technical information as set out in the County Council's Section 278 application form as adjusted from time to time;

- 2.1.2 there has been submitted to the County Council and approved by it in writing plans detailing the land (if any) to be dedicated following completion of the Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated;
 - 2.1.3 The anticipated duration of construction of the Works has been agreed with the County Council together with the longstop date for completion of the Works and commuted maintenance sum in respect of the cost of future maintenance, and as applicable replacement of the Works, has been agreed; and,
 - 2.1.4 a Highways Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraphs 2.1.1 to 2.1.3 has been entered into by the Owner in respect of the Works together with all parties with an interest in any land to be dedicated further to the Highways Agreement and any mortgagee of such land has released it fully and effectively from its charge.
- 2.2 Not to cause or permit the first Occupation of any Dwelling unless and until the Works comprising items (a), (b) and (c) of principal works have been completed pursuant to and in accordance with the Highway Agreement.
 - 2.3 Not to cause or permit the first Occupation of any Dwelling with 50 metres of a Connection Point unless and until the Works comprising item (d) of the principal works have been completed pursuant to and in accordance with the Highway Agreement.
 - 2.4 It is agreed and acknowledged between the parties that aspects of the principal works may have been delivered by third parties as at the date the Owners are required to comply with paragraph 2.1.1 above and accordingly in so far as these works have already been delivered by others or there is in place a Highways Agreement requiring delivery of those items of the principal works there is no requirement for such to be included in the Highway Agreement and it is agreed that in such circumstances their omission from the Highway Agreement is not a breach of this Deed.

CONNECTIVITY

- 3 The Owner covenants with and undertakes to the County Council:
 - 3.1 not to cause or permit the first Occupation of any Dwellings prior to the construction and opening to the public of a Pedestrian and Cycle Connection linking to Camp Road at point B on the Pedestrian and Cycle Access Plan.
 - 3.2 not to cause or permit the first Occupation of any Dwellings within 50m of any of the point D on the Pedestrian and Cycle Access Plan prior to the construction and opening to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point D on the Pedestrian and Cycle Access Plan.
 - 3.3 not to cause or permit the first Occupation of any Dwellings within 50m of any of the point E on the Pedestrian and Cycle Access Plan prior to the construction and opening to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point E on the Pedestrian and Cycle Access Plan.
 - 3.4 not to cause or permit the first Occupation of any Dwellings within 50m of any of the point F on the Pedestrian and Cycle Access Plan prior to the construction and opening to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point F on the Pedestrian and Cycle Access Plan.
 - 3.5 notwithstanding the terms of paragraphs 3.2, 3.3 and 3.4 above not to cause or permit the first Occupation of more than 150 Dwellings prior to the construction and opening to the public of each of the three separate Pedestrian and Cycle Connections to the boundary of the Site at points D, E and F on the Pedestrian and Cycle Access Plan.

- 3.6 not to cause or permit the first Occupation of any Dwellings within 50m of any of the point G on the Pedestrian and Cycle Access Plan prior to the construction and opening to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point G on the Pedestrian and Cycle Access Plan.
- 3.7 notwithstanding the terms of paragraph 3.6 above not to cause or permit the first Occupation of more than 200 Dwellings prior to the construction and opening to the public of a Pedestrian and Cycle Connections to the boundary of the Site at point G on the Pedestrian and Cycle Access Plan.
- 3.8 prior to the construction and opening to the public of a Pedestrian and Cycle Connection at point A on the Pedestrian and Cycle Access Plan not to cause or permit the first Occupation of the earlier of
 - 3.8.1 any Dwellings within 100m of point A on the Pedestrian and Cycle Access Plan or
 - 3.8.2 more than 150 Dwellings
- 3.9 Prior to first Occupation of any Dwellings to construct and open to the public a Pedestrian and Cycle Connection linking to Camp Road at point B on the Pedestrian and Cycle Access Plan.
- 3.10 prior to the first Occupation of any Dwellings within 50m of point D on the Pedestrian and Cycle Access Plan to construct and open to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point D on the Pedestrian and Cycle Access Plan.
- 3.11 prior to the first Occupation of any Dwellings within 50m of point E on the Pedestrian and Cycle Access Plan to construct and open to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point E on the Pedestrian and Cycle Access Plan.
- 3.12 prior to the first Occupation of any Dwellings within 50m of point F on the Pedestrian and Cycle Access Plan to construct and open to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point F on the Pedestrian and Cycle Access Plan.
- 3.13 notwithstanding the terms of paragraphs 3.10, 3.11 and 3.12 above to the construct and open to the public each of the three Pedestrian and Cycle Connections to the boundary of the Site shown at points D, E and F on the Pedestrian and Cycle Access Plan prior to the first Occupation of more than 150 Dwellings.
- 3.14 prior to the first Occupation of any Dwellings within 50m of point G on the Pedestrian and Cycle Access Plan to construct and open to the public of a Pedestrian and Cycle Connection to the boundary of the Site at point G on the Pedestrian and Cycle Access Plan.
- 3.15 notwithstanding the terms of paragraphs 3.14 above to the construct and open to the public the Pedestrian and Cycle Connections shown at point G on the Pedestrian and Cycle Access Plan prior to the first Occupation of more than 200 Dwellings.
- 3.16 to construct and open to the public the Pedestrian and Cycle Connections at point A on the Pedestrian and Cycle Access Plan on the earlier of
 - 3.16.1 first Occupation of any Dwellings within 100m of any of the point A on the Pedestrian and Cycle Access Plan
 - 3.16.2 first Occupation of more than 150 Dwellings
- 3.17 to use reasonable endeavours to ensure that the Pedestrian and Cycle Connection is aligned with any pedestrian and cycle route constructed or to be constructed in the adjacent site so as to create a pedestrian and cycle link between the two sites.

PART 2 THE WORKS

1. PRINCIPAL WORKS

The provision and construction of the following works as shown indicatively on the Works Plan ("the Principal Works"):

- a. Bellmouth site access junction onto north side of Camp Road leading to 5.5m wide access road carriageway with 2m wide footway on its west side and 3m wide footway/cycleway on its east side. Dropped kerb crossing across access road. 2m wide footway extending westwards on north side of Camp Road up to the access to Letchmere Farm. Informal crossing point over Camp Road with dropped kerbs and tactile paving adjacent to Letchmere Farm access. 3m wide footway/cycleway extending westwards from the crossing point to link with existing facility on Camp Road
- b) 3m wide footway/cycleway behind existing hedge along site frontage linking east side of site access road to Chilgrove Drive near its junction with Camp Road, or linking to future junction improvement scheme to be delivered by others, if that has been delivered first.
- c) Traffic calming narrowing of Camp Road with informal crossing point including dropped kerbs and tactile paving to the west of the site access junction. 1.5m footway along south side of Camp Road linking the crossing to existing bridleway at the junction of Chilgrove Drive and Camp Road, or tying into future junction improvement scheme to be delivered by others, if that has been delivered first. Or such parts of these works that have not already been delivered by others.
- d) 3m wide footway/cycle access points including verge crossings between the site and Chilgrove Drive along the eastern side boundary, in positions marked on the Pedestrian/cycle Access Plan

2. PREPARATORY AND ANCILLARY WORKS

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

- a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works
- b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works
- d) all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- e) all kerbs islands verges and reservations including the grading and seeding of grassed areas
- f) all measures necessary to ensure visibility for drivers at any bend or junction
- g) all traffic signs road markings bollards and safety barriers

h) all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

3. AMENITY AND ACCOMMODATION WORKS

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

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

SEVENTH SCHEDULE DISTRICT COUNCIL'S COVENANTS WITH THE OWNER

1. REPAYMENT OF CONTRIBUTIONS

- 1.1 The District Council covenants with the Owner to use all sums received from the Owner under the terms of the 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.
- 1.2 Subject to the proviso to clause 8.1.3 if the Appeal is dismissed the District Council covenants to return the monitoring fee paid pursuant to clause 8.1.3(a) to the party or person who paid it
- 1.3 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 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
 - 1.3.1 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.
 - 1.3.2 that any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date.
 - 1.3.3 that 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.

- 1.4 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 upon a written request by the Owner such request not to be made more than once in any year.
- 1.5 If any court of competent jurisdiction shall quash the Planning Permission after any of payments required by the Third Schedule and/or the Fourth Schedule have been paid but not expended to return so much of such payment as has not been expended to the person who made the contribution

2. DISCHARGE OF OBLIGATIONS

At the written request of any 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.

EIGHTH SCHEDULE

COUNTY COUNCIL'S COVENANTS WITH THE OWNER

APPLICATION OF MONIES RECEIVED

- 1.1 The County Council shall not apply any of the contributions referred to in the Fifth Schedule for any purpose other than as set out in the definition of each contribution therein in such form and at such time as the County Council shall in its discretion decide or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing

REPAYMENT

- 1.2 Following written request from the person who made the relevant contribution the County Council will repay to that person the balance (if any) of such contribution which at the date of the receipt of such written request has not been expended 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 shall be made prior to the expiry of 10 years from the Due Date or the date of receipt by the County Council (whichever is the later) of the last instalment of any such contribution.
- 1.3 It is further agreed that following the opening of the new primary school on the Policy Villages 5 Allocation then following a written request from the person who paid the Primary Pupil Transport Contribution the County Council will review the need for any of the Primary Pupil Transport Contribution it holds at the date of that request and the need for any instalments of the Primary Pupil Transport Contribution to be paid following that request taking into account the County Council's commitments to provide transport for primary pupils generated by the Site to their nearest available school. It is acknowledged and agreed that this review:
- 1.3.1 may have no effect of the obligations relating to the Primary Pupil Transport Contribution in the Fifth Schedule and equally
 - 1.3.2 may result in a repayment to that person of the balance (if any) of the Primary Pupil Transport Contribution and (if appropriate) confirmation in writing that no further instalments of the Primary Pupil Transport Contribution will be sought by the County Council
- 1.4 Subject to the proviso to clause 8.1.3 if the Appeal is dismissed the County Council covenants to return the monitoring fee (if paid pursuant to sub-clause (b)) to the party or person who paid it
- 1.5 Any contribution or part of a contribution which the County Council has committed 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
- 1.6 The County Council shall provide to the Owners and/or the Developer such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners and/or the Developer 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

APPENDIX 1 COUNTY MONITORING FEE CALCULATION SPREADSHEET

Annex

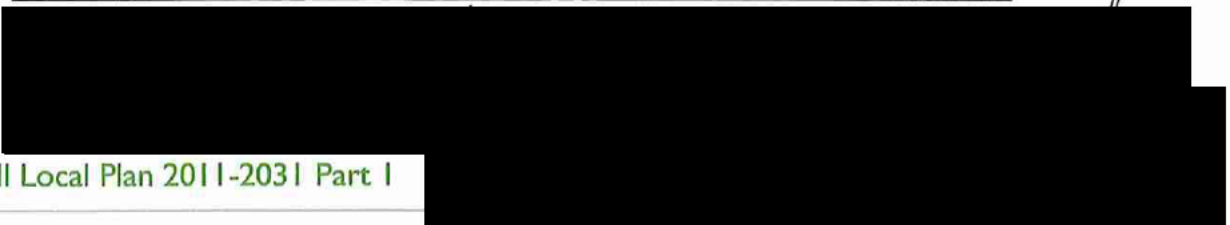
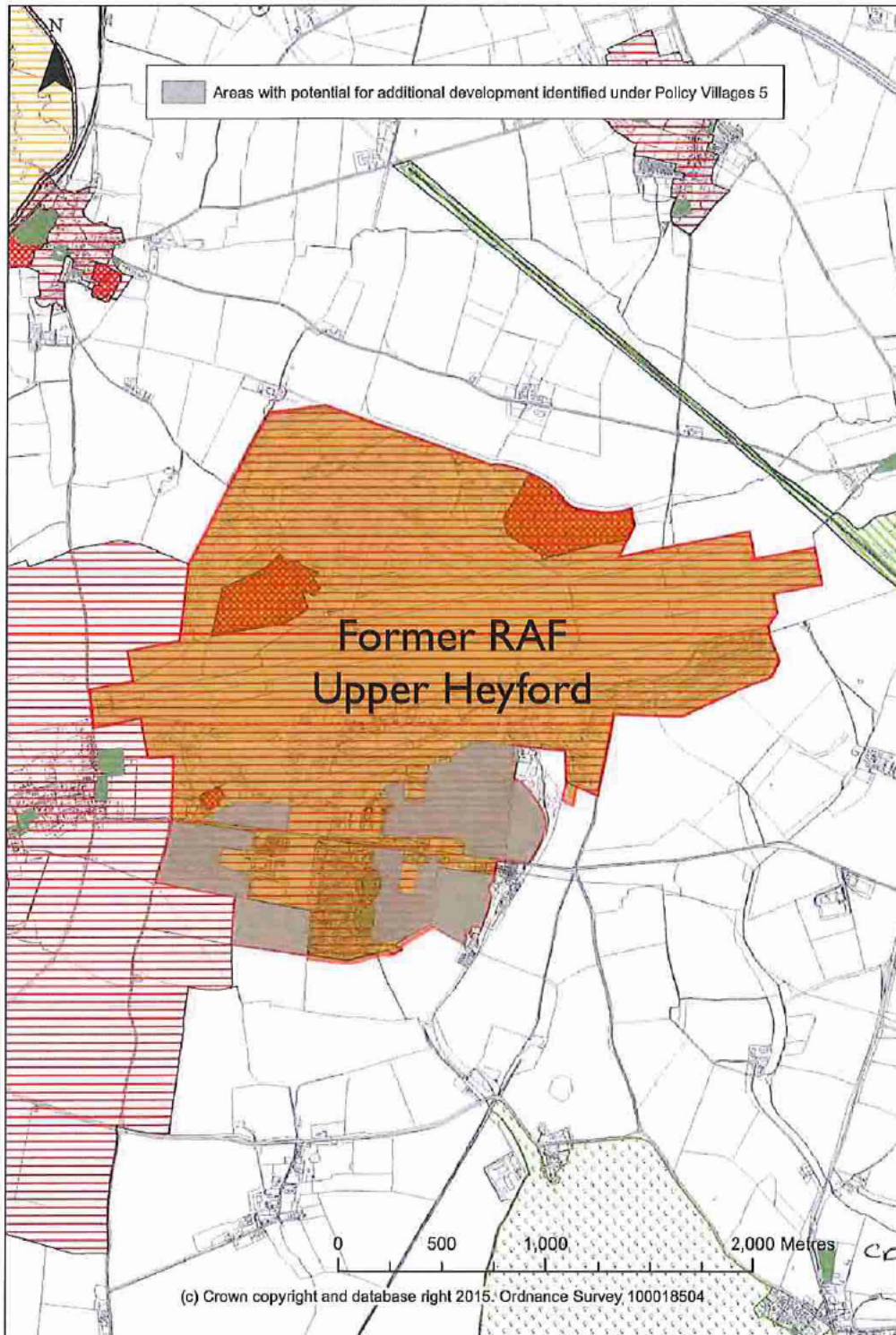
Admin Fees for period 1st April 2023 to 31st March 2024

Approved by Cabinet 24th January 2023

Aggregate of contributions secured in S106	Up to £10,00	£10K - £25K	£25,001 - £50K	£50,001 - £150K	£150,001 - £500K	£500,001 - £1m	£1,000,001 - £2m	Over £2m
Administration and Monitoring Fee	£130	£320	£635	£1,910	£4,700	£6,350	0.8% of aggregate contribution amount	£16K + 0.08% of any amount over £2m

APPENDIX 2 POLICY VILLAGE 5 ALLOCATION PLAN

Policy Villages 5 - Former RAF Upper Heyford



APPENDIX 3 ILLUSTRATIVE MASTER PLAN DRAWING PO6 REV B

Do not scale from this drawing.

This drawing is for planning purposes only. It is not intended to be used for construction purposes. The accuracy of this drawing may be subject to survey information provided by third parties. Whilst every effort has been made to ensure the accuracy of this drawing, edge Placemaking Group Ltd accepts no liability for any reliance placed on, or use of, this plan, by anyone for purposes other than those stated above or for errors arising from this plan information.

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PLANNING

Site boundary (1166ha)

Hybrid/mixed application for up to 1235 dwellings; retail; medical centre; employment; schools; community use buildings; indoor sports provision; energy facilities; 30m high observation tower with zip-wire; changes of use and demolition to existing buildings; open space; sports facilities; green infrastructure; and upgrades to Chilgrove Drive and the Junction with Camp Road
(18/00525/HYBRID)
Status: Outline Approval

1 Full application for 126 dwellings
(22/03063/F)
Status: Under Consultation

1 Proposed vehicular and pedestrian access via Camp Road

2 Proposed pedestrian/cycle connection to Camp Road

3 Proposed pedestrian/cycle connection to Chilgrove Drive

4 Primary tree lined street with foot/cycleway

5 Secondary street

6 Shared surface

7 Linked private drive

8 Private drive/lane

9 Proposed footpaths/recreational routes

10 Central green space to act as focal point, with playspace (LAP)

11a Playspace (LEAP)

11b Playspace (NEAP)

12 'wet corridor' public open space to provide ecological enhancement and recreation benefits

13 Attenuation basins

14 Existing ponds

15 Existing vegetation retained and enhanced as necessary with locally characteristic and native species

16 Proposed hedgerow strengthening the field pattern by planting up gappy existing hedges

17 Proposed native wet woodland

18 Proposed native tree belts around airfield to enhance urban fringe and reduce the visual impact using locally characteristic and native species

19 Proposed scattered clusters of native tree planting to give impression of linear tree belt to enhance urban fringe and softening of built form

20 Potential future pedestrian

B 13/10/2025 Potential future pedestrian connection added
A 06/07/2022 Play spaces and attenuation basins updated in line with proposed footpaths

Rev. Date Description

Land north of Camp Road
HEYFORD PARK

Illustrative Masterplan

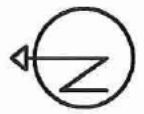
Job ref: 374 Drawing number: P06 Revision: B

Scale: 1:2,000 @ A3 Date: December 2021



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OXFORDSHIRE COUNTY COUNCIL

STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

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2016 Edition

OXFORDSHIRE COUNTY COUNCIL

STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

GENERAL

1 INTERPRETATION

In these Conditions:-

- 1.1 "the Agreement" means any agreement or other instrument by which these Conditions are applied.
- 1.2 "Authorisations" has the meaning given in Condition 11.1.
- 1.3 "the Bond" means the bond referred to in Condition 12.
- 1.4 "the Certificate of Completion" means the certificate issued under Condition 30.
- 1.5 "Contractor" includes an agent and any sub-contractor or agent of a main contractor.
- 1.6 "the Council" means the Oxfordshire County Council of County Hall New Road Oxford OX1 1ND and, so far as the context admits, includes any employee or contractors duly appointed by them.
- 1.7 "the Developer" means the person or persons by whom the Agreement requires the Works to be executed.
- 1.8 "including" means including without limitation or prejudice to the generality of any preceding description defining term phrase or word(s) and 'include' shall be construed accordingly.
- 1.9 "Safety Audit" means a safety audit in accordance with Oxfordshire Safety Audit Guideline as revised from time to time and incorporating GG 119 - Road safety audit.
- 1.10 "the Scheme of Works" means the matters specified in Conditions 9.1 – 9.3 as may for the time being have been varied and/or augmented under Condition 11 and/or Condition 23.
- 1.11 "statutory requirements" means the requirements of any enactment (being any act and any subordinate legislation as defined in the Interpretation Act 1978) national guidance or good practice guides.
- 1.12 "the Works" means the works which the Agreement requires to be executed in accordance with these Conditions and references to "the Works" includes each and every part of them.
- 1.13 The headings are for ease of reference and shall not affect the construction or interpretation of these Conditions.

1.14 References to the Construction (Design and Management) Regulations are to the Construction (Design and Management) Regulations 2015 as varied or replaced from time to time.

1.15 Any reference to any enactment includes any amendments to or modification of it and the version of it for the time being in force shall apply.

2 RELATIONSHIP WITH AGREEMENT

These Conditions shall be construed together with and subject to the Agreement and in the event of any inconsistency between the Conditions and the Agreement the latter shall prevail.

3 COMMUNICATIONS WITH THE COUNCIL

Any notice or other communication required by these Conditions to be given by the Developer to the Council shall be given in writing to the Council's Director for Environment & Economy at his main office at County Hall, New Road, Oxford OX1 1ND or to such other person and/or at such other place as he may identify in writing to the Developer.

4 APPROVALS AND CERTIFICATES

4.1 No approval consent authorisation or payment as specified in Condition 4.3 shall create any contractual relationship between the Developer and the Council beyond that contained in the Agreement or operate in any way as a warranty or otherwise imply that the subject matter of such approval consent authorisation or payment is fit for its intended purpose nor shall it relieve the Developer or any professional adviser or contractor engaged in connection with the Works from their respective obligations to use all proper skill and care in respect of the Works.

4.2 The Council will not be liable for any loss damage or injury which the Developer may sustain arising from action taken in consequence of such approval consent authorisation or payment.

4.3 The matters referred to in Condition 4.1 are:

4.3.1 any approval or consent given by the Council in respect of the discharge by the Developer of its obligations under these Conditions; or any technical approval or consent issued by the Council in respect of the Works.

4.3.2 any authorisation given or implied by or under these Conditions in respect of anything done or to be done by the Developer on or in relation to any highway; or any payment made by the Developer to the Council under these Conditions.

5 COUNCIL TO ACT IN DEFAULT OR EMERGENCY

5.1 In the event that either of the following circumstances occur:-

5.1.1 if the Developer shall be materially in default in respect of any of the provisions of the Agreement including these Conditions requiring work to be done or not done, or to be done in a particular manner or by a particular time and if such default continues after the Council have given to the Developer not less than 21 days' written notice of the steps they require to be taken to remedy such default; or

5.1.2 if it shall appear to the Council at any time during the course of execution of the Works that danger to persons or prejudice to the structure or stability of the public highway or of adjoining land exists or is imminent, and that it is not reasonably practicable to cause the Developer to take the necessary remedial steps forthwith;

the Council may take such steps themselves to the exclusion of the Developer and charge the expenses incurred (including their reasonable administrative costs) against the Developer.

5.2 Such expenses will be a debt due to the Council and recoverable by them by action or otherwise and for the avoidance of doubt the Council may recover such expenses under the Bond where the Council has taken such steps because the Developer is in default as provided in Condition 5.1.1 or where the Council has taken such steps in an emergency further to Condition 5.1.2 and in the latter case the Developer has failed to discharge the Council's expenses.

6 INDEMNITY

The Developer shall indemnify the Council and keep them indemnified against;

6.1 all actions, liabilities, claims, costs and proceedings which may arise from the execution and completion of the Works (except insofar as may arise from the negligence or default of the Council) and from anything done or not done by the Developer or by its employees or contractors in connection with the Works;

6.2 all actions, liabilities, claims, costs and proceedings arising in connection with or incidental to or in consequence of the lawful use of the highway following upon the carrying out or completion of the Works under the Land Compensation Act 1973 or under regulations made pursuant to Section 20 of the Land Compensation Act 1973 (insulation against noise) and any grants made by the Council under such regulations in accordance with its established policy. The Council may by advertisement invite claims under the Land Compensation Act 1973 and under regulations made pursuant to Section 20 of that Act.

7 HEALTH AND SAFETY

The Developer shall act as the only client in respect of the Works for the purposes of The Construction (Design and Management) Regulations.

8 PAYMENTS

Where the Council seeks any payment further to these Conditions then save where there is express provision as to timing for payment such payment shall be due within 28 days of written request from the Council and if payment is not made within such 28 day period (or where applicable such other period as expressly provided) then interest at 4% per annum above the base rate from time to time of Lloyds Bank PLC shall be payable from the expiration of the 28 day period until the date of payment.

PRELIMINARIES

9 SUBMISSIONS TO THE COUNCIL

The Developer shall submit to the Council the information and other matters specified in column 1 below in accordance with the timetable set out in column 2 below and the notes set out in column 3 below: -

Highway Matters

9.1

Information	Timetable	Notes
Detailed plans (which shall include a layout plan to a scale of 1:1250 or 1:2500 according to whichever is the Ordnance Survey base scale for the area), drawings and specifications of the Works (including the drainage of them) and the materials to be used to comply with the relevant standards and specifications of the Council for the time being in force, together with such structural and drainage calculations as the Council may consider necessary having regard to the nature of the Works;	No later than 3 months before any tender is invited for the execution of the Works	There shall be paid to the Council on the submission a sum equal to 0.4% of the estimated gross cost of the Works as identified in Condition 12

9.2

<p>A detailed programme designed to ensure the orderly and timely execution and completion of the Work with the minimum of disturbance and disruption to use of the highway and occupiers of property and to facilitate the implementation of any such measures in respect of undertaker's apparatus as may be identified pursuant to Condition 10.</p>	<p>No later than 2 weeks after the acceptance of any tender for the execution of the Works</p>	<p>Significant programme changes to be identified not less than 2 weeks prior to the change</p>
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9.3

<p>(a) Measures for the control of vehicles and plant to be used in the course of execution of the Works (including vehicles engaged on the transport of materials and equipment to and from the Works) and measures for traffic regulation in order to minimise and/or alleviate damage to the highway disturbance to occupiers of property and disturbance and disruption to use of the highway (including traffic congestion) ;and (b) traffic safety measures and measures including lights, guards, fencing and warning signs in order to protect the Works and/or for the safety and convenience of the public</p>	<p>No later than 2 weeks before the Works are expected to commence</p>	
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9.4

<p>Safety Audit Stage 2 Report</p>	<p>No later than 3 months before any tender is invited for the execution of the Works</p>	
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9.5

<p>Details in accordance with Condition 15 of the persons proposed to be invited to tender.</p>	<p>No later than 1 month before any tender is invited for the execution of the Works.</p>	
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Other Matters

9.6

<p>Details of the bondsman proposed to be given pursuant to Condition 12, together with any bills of quantities or tenders which the Developer wishes the Council to take into account under that Condition.</p>	<p>No later than 1 month before the Works are expected to commence.</p>	
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9.7

<p>Details of the insurances required by Condition 14.</p>	<p>No later than 1 month before the Works are expected to commence.</p>	
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9.8

<p>Part 1 Noise survey and assessment and modelling sufficient to establish whether any properties will be eligible for noise insulation according to regulation 3 or regulation 4 (as applied by the Council) of the Noise Insulation Regulations 1975 applying the requirements of the Design Manual of Roads and Bridges Volume 11 – Environmental Assessment and the Calculation of Road Traffic Noise 1988 to be undertaken by a noise expert approved by the Council.</p> <p>Part 2 If the assessment concludes that there will be any property eligible for noise insulation to submit to the Council:</p> <p>(a) a map and list of all eligible properties.¹</p> <p>(b) a list of all occupiers and landlords</p> <p>(c) a survey and assessment for each eligible property of the work to be carried out to comply with requirements of the Noise Insulation Regulations 1975 and the specification for that work</p>	<p>No later than 1 month before the Works are expected to commence or earlier than 3 months before the Works are expected to commence.</p> <p>As above</p>	<p>Precise timing of survey to be agreed with the Council. Location of the survey/testing to be advised to the Council and if applicable adjusted to ensure regulatory compliance.</p>
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¹ Dwellings and other buildings used for residential purposes which will be not more than 300 metres from the edge of the carriageway of the highway after completion of the work.

9.9

Condition survey (comprising photographs) of land and highway adjoining and neighbouring the site of the Works together with such further areas as the Council may require.	No later than 1 month before the Works are expected to commence.	
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9.10

Notification of the identity of the contractor who has submitted a successful tender.	No later than 2 weeks after the acceptance of any tender for the execution of the Works.	
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In any particular case any information or matter may be submitted to the Council at such later time as the Council may consider expedient subject to the Council identifying such later time in writing.

10 UNDERTAKERS' APPARATUS

10.1 The Developer shall in preparing the Scheme of Works consult every undertaker within the meaning of the New Roads and Street Works Act 1991 whose apparatus or services lie in, on, under or over the site of the Works or may otherwise be affected by the Works (whether or not it is intended to connect into such services in connection with the Works), with a view to the identification and implementation of any measures considered necessary by the undertakers for the protection of, or otherwise in relation to, their apparatus or services, and shall be responsible for all dealings with such undertakers in respect of the implementation of such measures and for all costs payable to the undertakers in that behalf.

10.2 For the avoidance of doubt the Developer shall comply with statutory requirements relating to street works (as defined in the 1991 Act).

11 AUTHORISATIONS

11.1 Authorisations signifies all rights, approvals and consents and any other requisite action to enable the Works to be properly and lawfully executed and completed (in accordance with the Agreement including these Conditions) and the subsequent implementation and functioning of the Works including (but not so as to provide an exhaustive list of examples)²:-

11.1.1 planning permission for the Works;

11.1.2 authority for stopping up diversion or other alteration of any existing highway so far as necessary to enable the Works to proceed and / or be implemented and function;

² Examples may also include noise consent from district council

- 11.1.3 authority or agreement for stopping up (including relocating) any private access to any existing highways which is necessary in the opinion of the Council to enable the Works to proceed and / or be implemented and function³ ;
- 11.1.4 street works licence further to the New Roads and Street Works Act 1991;
- 11.1.5 authorisation for any traffic regulation measures including prohibitions, restrictions and controls where necessary in the Council's opinion to enable the Works to proceed and/or to be implemented and function⁴; and
- 11.1.6 any rights and easements which in the Council's opinion are necessary to ensure the permanent and satisfactory drainage or lighting of the Works such rights and easements to be in a form previously approved by the Council.

11.2 The Developer shall be responsible for ensuring that all Authorisations are secured in timely manner at its own cost.

11.3 Save in so far as any consent is expressly granted under the Agreement nothing in the Agreement shall prejudice or affect in any way the exercise by the Council of its powers and duties relating to any application for an Authorisation including the consideration and processing of an application, the carrying out of any procedural requirements (pursuant to any enactment or Council policies or protocols) and the determination as to whether or not the Authorisation should be made, granted or confirmed.

11.4 Any costs incurred by the Council relating to any application for an Authorisation - and any related matters shall be discharged by the Developer.

11.5 Where the procedures for securing any Authorisation entail consultation and in consequence of such consultation the Council determines that the Works / the Scheme of Works shall be varied and / or augmented then any reference to the Works and / or the Scheme of Works shall be construed as a reference to the Works and / or the Scheme of Works as so varied and / or augmented.

11.6 Forthwith on securing any Authorisation the Developer shall supply evidence of this to the Council to the Council's reasonable satisfaction.

³ This relates to for example Section 127HA.

⁴ This is directed at securing any requisite TROs which are integral to the Works e.g. bus lanes and also there may be various works such as traffic calming and signals where consultation is mandatory.

12 BOND

12.1 The Developer and a bondsman satisfactory to the Council shall enter into a Bond in such form as shall have been approved by the Council guaranteeing the execution and completion of the Works in accordance with the Agreement including these Conditions.

12.2 The amount of the Bond shall be

12.2.1. the gross cost of the Works (including any costs payable to undertakers pursuant to Condition 10) as then (being one month before the Works are proposed to be commenced) estimated by the Council and such estimate may take into account any bills of quantities prepared or tenders received by the Developer in respect of the Works and submitted by it to the Council; and

12.2.2. adjusted to take account of inflation for the duration of the Works (and subsequently) as reasonably estimated by the Council; and

12.2.3. adjusted to reflect the full costs that may be incurred by the Council as provided in Condition 5.1 (Council to act in default or emergency).

13 MONITORING AND OTHER COSTS

13.1 The Developer shall pay to the Council in respect of the costs to be incurred by the Council in monitoring the execution and completion of the Works (and administration of the Agreement) a sum equal to 10% of the amount of the Bond, subject to a minimum payment of £2,250

Note: The provisions of Condition 27.2 also apply

13.2 The Developer shall pay to the Council legal costs reasonably incurred in connection with the drafting and completion of the Bond.

14 INSURANCE

The Developer shall take out and maintain, until two years after the date on which the Council issues the Certificate of Completion (or if later the date on which all defects and outstanding works have been made good and completed as mentioned in Condition 33), such insurances satisfactory to the Council in the sum of £10million (or such higher sum as the Council may require) as may be appropriate to cover the liability of the Developer and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works.

15 CONTRACTORS

15.1 The Developer shall not employ any contractor or agent for the execution of the Works except such contractor or agent as shall be recognised by the Council as being of proven competence and good standing in the field of civil and electrical engineering and experienced in the type and scale of the work which is to be the subject of the contract, and for that purpose the Developer shall not invite tenders for the execution of the Works except from persons proposed to and approved in writing by the Council before any such tender is invited; The employment of a contractor or agent shall not remove or abate any obligation on the part of the Developer arising from the Agreement including these Conditions.

15.2 The Developer shall appoint a contractor to undertake the Works in compliance with the following:-

15.2.1 advertising/publication of the proposed contract for carrying out the Works sufficient to open up the market to competition and for the transparency and impartiality of the procurement procedure to be reviewed such advertising/publication to include the essential details of the contract to be awarded and of the award methodology;

15.2.2 awarding the contract for the Works further to competition applying such transparent and impartial procurement procedures and award methodology.

15.2.3 the Developer shall without cost to the Council supply such information as the Council may reasonably require to demonstrate compliance with this Condition.

16 PRECONDITIONS TO LETTING CONTRACT

The Developer shall not let any contract for the execution of Works unless and until:-

16.1 The Scheme of Works has been approved by the Council; and

16.2 Safety Audit Stage 2 Report has been approved by the Council.

IMPLEMENTATION OF THE WORKS

17 COMMENCEMENT OF WORKS

The Developer shall only undertake the Works at such times as have previously been approved by the Council

18 NO WORK PENDING APPROVALS ETC

18.1 The Works shall not be commenced before the following have occurred:

- 18.1.1 the Council has issued written approval of the Scheme of Works;
- 18.1.2 Safety Audit Stage 2 Report has been approved;
- 18.1.3 evidence of all Authorisations have been supplied to the Council;
- 18.1.4 the Bond duly executed as a deed by the Developer and the approved guarantor has been delivered to the Council;
- 18.1.5 the costs referred to in Condition 13 have been paid to the Council;
- 18.1.6 the Council has given its written approval to the insurances referred to in Condition 14;
- 18.1.7 the noise survey assessment and modelling in accordance with Condition 9.8 has been supplied to the Council and if appropriate the information referred to in the second part of that Condition has been supplied to the Council
- 18.1.8 the surveys referred to in Condition 9.9 (condition survey) has been supplied to the Council.

18.2 The Developer must have readily available at the site of the Works a copy of the insurances and approved Scheme of Works and shall retain them at the site for the duration of the Works and produce them to any representative of the Council on request.

19 GENERAL CONDUCT

19.1 The Developer shall execute and complete the Works in compliance with the approved Scheme of Works, in a sound and workmanlike manner with proper materials and in accordance with good engineering practice and in compliance with all statutory requirements and the provisions of the Agreement including these Conditions.

19.2 Without prejudice to the generality of Condition 6.2 and Condition 19.1 the Developer shall provide the Council with such assistance, information and documentation as the Council shall require to comply with any obligations under the Noise Insulation Regulations 1975 including assistance in responding to any claims made under Regulation 13 of those Regulations.

20 MONITORING OF SITE AND MATERIALS

20.1 The Developer shall at all reasonable times give to the Council free access to every part of the Works and shall permit them to monitor them and inspect all materials used or intended for use in the Works.

20.2 Where the Council require any such materials to be tested the Developer shall reimburse the Council the reasonable cost of such testing.

21 ERRORS AND DEFECTS

If in the course of execution of the Works it shall appear to the Council:

21.1 that any error has arisen in the position, levels, dimensions or alignment of the Works; or

21.2 that any work carried out or materials used for the purpose of the Works are defective to such extent as to prejudice in any respect the structure, stability, durability or subsequent functioning of the Works; or

21.3 that any damage has occurred in respect of the Works; or

21.4 that in any other respect the Works are not in accordance with the Scheme of Works;

and the Council notify the Developer in writing of this then the Developer shall, at its own expense and to the satisfaction of the Council, forthwith take such remedial steps as the Council shall specify in the notice. For the avoidance of doubt this Condition is without prejudice to Condition 19.

22 SUSPENSION OF WORK

If in the opinion of the Council some part of the Works ought not properly to be commenced or continued by reason either of:-

22.1 the dependence of that part on the completion of remedial steps specified in a notice given under Condition 21; or

22.2 adverse weather conditions such as to prejudice the structure or stability of that part if executed under those conditions;

the Developer shall on the written order of the Council suspend the progress of that part of the Works for such time or times and in such manner as the Council may consider necessary, and shall during such suspension properly protect and secure the Works so far as is necessary in the opinion of the Council.

23 VARIATIONS AND ADDITIONS

In the event that any of the following circumstances arising in the course of execution of the Works,:-

- 23.1 if discovery is made of adverse ground conditions or artificial obstruction or any other unforeseen factor which in the opinion of the Council necessitate a modification of the Works to avoid or compensate for such conditions, obstruction or other factor in the interests of the satisfactory completion and subsequent functioning of the Works; or
- 23.2 if it shall appear to the Council requisite, in accordance with good engineering practice and to ensure satisfactory completion and subsequent functioning of the Works that any work or materials should be added, or that any such work or materials proposed by the Developer to be done or used should be omitted or changed; or
- 23.3 if it shall appear to the Council expedient that any obligation arising from the approved Scheme of Works should be deferred by reason of delay incurred by the Developer arising from some cause not within the Developer's control; or
- 23.4 otherwise if in a particular case the Developer and the Council so agree;

the Scheme of Works shall be varied and/or augmented in manner notified in writing by the Council to the Developer, and in the application of these Conditions any reference to the Scheme of Works shall be construed as a reference to the Scheme of Works as so varied and/or augmented.

24 PREVENTION OF NOISE, DISTURBANCE ETC

- 24.1 All work shall be carried out without unreasonable noise and disturbance and in such manner as not to interfere unnecessarily or unreasonably with the use and enjoyment of property adjoining or near the Works by their owners and occupiers.
- 24.2 Without prejudice to the generality of Condition 24.1, no work shall be carried on between the hours of 8.00pm and 7.00am the following day or on any Sunday or public holiday except insofar as:-
 - 24.2.1 any operations are necessary to avoid disruption to or for the control of traffic on any highway; or
 - 24.2.2 any work is unavoidable or absolutely necessary for the safety of life or property or the safety of the Works; or
 - 24.2.3 the Council have in writing otherwise agreed.

25 PROTECTION OF HIGHWAY

- 25.1 Insofar as the Works affect in any respect the existing highway such part shall be executed with the minimum of disturbance to that highway and traffic using that highway consistent with the work in hand.
- 25.2 In the event of it appearing to the Council at any time that such disturbance has occurred or is likely to occur to such extent as to prejudice the structure of the highway or the safety of users the Developer shall forthwith take such remedial steps as the Council may require.
- 25.3 Prior to the commencement of the Works the Developer will provide suitable vehicle and wheel cleaning apparatus and ensure that such apparatus is maintained in good and useable condition and used by all vehicles immediately before leaving the site of the Works to prevent mud or other materials being deposited on the adjoining existing highway.
- 25.4 In the event of Developer receiving any complaint it will promptly notify the Council.

26 SAFEGUARDING OF COMPLETED WORK

The Developer shall until the Council have issued the Certificate of Completion take all steps necessary to protect and maintain those parts of the Works which have been executed, so that upon substantial completion of the whole of the Works every part of the Works is in a sound and workmanlike condition and free from any damage and any material wear and tear.

COMPLETION AND CONSEQUENTIAL MATTERS

27 COMPLETION OF WORKS

- 27.1 The Works shall be executed and completed within such period as the Agreement may define (whether by duration or by reference to a specified date or both), provided that in the event of delay to the work arising from some cause not within the Developer's control the Developer shall be entitled to a reasonable extension of such period.
- 27.2 Without prejudice to any right or remedy of the Council, the Council may at any time by notice to the Owner permit an extension of time as the Council shall in its discretion determine and the Developer shall pay within 14 days of demand such additional monitoring fees (in addition to that provided for in Condition 13) as is necessary to reimburse to the Council the additional cost incurred in monitoring the Works by reason of the grant of such extension of time

28 PRE COMPLETION - CLEARANCE OF SITE AND STAGE 3 SAFETY AUDIT

28.1 On substantial completion of the Works the Developer shall clear away and remove from the site of the Works all plant, surplus material, rubbish and temporary works and items of every kind, and shall leave the whole of the site of the Works clean and in a workmanlike condition to the satisfaction of the Council.

28.2 On substantial completion of the Works (and clearance of the site of the Works) the Developer shall lodge a stage 3 Safety Audit report together with the 'Designer's response' with the Council and the Developer shall execute and complete all works as advised by the Council arising from the Safety Audit recommendations.

29. HEALTH AND SAFETY

29.1 The Developer shall furnish to the Council the Health and Safety File prepared in accordance with Interim Advice Note 105/08 - Implementation of Construction (Design and Management) 2007 issued by the Highways Agency (now Highways England) as revised and/or replaced from time to time. The Health and Safety File shall include detailed plans and drawings showing the Works as the same have actually been executed and completed and the Developer shall at his own cost ensure that the Council shall not be prevented by copyright or otherwise from reproducing such plans and drawings or part of them as the Council may require for purposes relating only to the Works and the highway and the Developer shall furnish satisfactory evidence to the Council that this has been done. The plans and drawings furnished under this Condition shall be no less detailed than the plans and drawings submitted under Condition 9.1 unless the Council shall in writing otherwise agree.

30. COMPLETION CERTIFICATE

Subject always to prior compliance with the pre completion requirements (Condition 28) and with Condition 29 the Council shall issue the Certificate of Completion forthwith if the Council is satisfied that the Works (save for such minor outstanding works as the Council shall agree) have been completed in accordance with the Agreement including these Conditions

31. DEDICATION AS HIGHWAY

Upon the issue of the Certificate of Completion unless the Agreement provides otherwise the whole of the land comprised in the Works (so far as not already forming part of the public highway and excluding such part as the Developer and the Council may in writing agree) shall be deemed to have been dedicated as public highway and shall thereafter subject always to compliance with Conditions 34 & 35 be a highway maintainable at public expense.

32. EASEMENTS

32.1 The Developer shall forthwith following the issue of the Certificate of Completion:-

32.1.1 transfer to the Council all those rights and easements (so far as the same do not at that time already subsist in favour of the Council) referred to in Condition 11.1.6; and

32.1.2 grant to the Council any easement which in the Council's opinion is necessary to ensure the permanent and satisfactory drainage or lighting of the Works in respect of any land which is retained by the Developer and such easement shall be in a form previously approved by the Council and the Developer will procure that any person with an interest in the relevant land joins in the deed of easement for the purpose of consenting to and confirming such easement.

32.2 The Council shall not be liable for the payment of compensation or legal or any other costs or fees arising from any such transfer or grant of easement.

33. NOISE INSULATION

The Developer shall within 1 month after the opening of the Works to public traffic supply to the Council an update of the information required pursuant to part 2 of Condition 9.8 (noise survey assessment and modelling- map lists and works) which relates to all eligible properties at the date of the opening of the Works to public traffic.

34. REMEDYING OF DEFECTS AND OUTSTANDING WORKS

34.1 If at any time during the period of two years following the date on which the Council issue the Certificate of Completion:-

34.1.1 any defect in the Works becomes manifest (not being a defect arising solely from normal use by the public as a highway or from accidental or wilful damage by any third party); or

34.1.2 the Developer shall fail to complete any of the outstanding works mentioned in Condition 30 (minor outstanding Works on issue of Certificate of Completion) and the Council notify the Developer in writing of this

then the Developer shall at his own expense cause such defect to be made good or outstanding works to be completed (as the case may be) to the satisfaction of the Council.

34.2 Forthwith on receipt of any notification from the Council further to Condition 34.1 the Developer will agree with the Council the timing of the carrying out of such remedial or outstanding works and unless otherwise agreed shall secure their completion within one month of receipt of such notification (except in the event of delay

arising from some cause not within the Developer's control when the Developer shall be entitled to a reasonable extension of time).

35. STAGE 4 ROAD SAFETY AUDIT

35.1 The Council may require the Developer to carry out a Safety Audit Stage 4 at any time within 36 months from the opening of the Works and to lodge the report with the Council together with the "Designer's response" within 2 months and the Council shall notify the Developer of all works required to be undertaken arising from the Safety Audit recommendations

35.2 In the event that notification of works is given by the Council further to Condition 35.1 prior to the full release of the Bond the Developer shall execute and complete all the works as advised by the Council. The Developer will agree with the Council the time that he will be carrying out such works and unless otherwise agreed shall secure their completion within 1 month of receipt of such notification (except in the event of delay arising for some cause not within the Developers control, when the Developer shall be entitled to a reasonable extension of time).

35.3 In the event that notification of works is given by the Council further to Condition 35.1 subsequent to the full release of the Bond the Developer shall pay to the Council within 28 days of written request from the Council the costs incurred or to be incurred by the Council in carrying out such works.

36. RELEASE OF BOND

36.1 Upon the issue of the Certificate of Completion the Bond shall be deemed to be released by eighty per cent (80%) of its original value;

36.2 The Bond shall be deemed to be fully discharged at the latest of the following:

36.2.1 the date two years after the date on which the Council issue the Certificate of Completion; and

36.2.2 the date on which all defects and outstanding works have been made good and completed as referred to in Condition 34; and

36.2.3 the date on which all works have been completed as referred to in Condition 35.2

36.2.4 the Council have recovered their full expenses in all cases where Condition 5 applies (Council may act in default or emergency);

36.2.5 the date on which the Council have received the transfers or grants further to Condition 32;

36.3 Conditions 36.1 and 36.2 are without prejudice to the Council's absolute discretion from time to time upon application of the Developer to release the Bond to an extent commensurate with

the proportion of the Works that have been executed and completed at such time.

DATED _____ **20[]**

OXFORDSHIRE COUNTY COUNCIL

-and-

(OWNER)

-and-

(DEVELOPER)

draft

Agreement relating to highway works at [] to be undertaken
by Developer

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED is made on the _____ day of

Two Thousand and []

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** (“the Council”)
- (2) _____ (“the Owner”)
- (3) _____ (company registration
number) (“the Developer”)
- (4) _____

1. **Interpretation**

In this Deed:-

- 1.1 “the 1980 Act” means the Highways Act 1980
- 1.2 “the 1990 Act” means the Town and Country Planning Act
1990
- 1.3 “As-Built Drawings” means detailed plans and drawings
showing the Works in the form in which they have actually
been executed and completed required under Condition 29
of the Standard Conditions
- 1.4 “Certificate of Completion” means a certificate issued under
Condition 30 of the Standard Conditions
- 1.5 “the Council” means the said Oxfordshire County Council
whose principal office is at County Hall New Road Oxford
OX1 1ND and any successor to its statutory functions as
highway authority or planning authority and any duly
appointed employee or agent of the Council or such
successor

1.6 "the Dedication Plan" means the plan marked 'B' / drawing reference [] annexed to this Deed or such other plan as the Owner [the Developer and the Mortgagee] and the Council agree should be substituted for it

1.7 ["the Developer" means of/ whose registered office is at and its successors in title and assigns]

1.8 "the Development" means []

1.9 "Implementation" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "implement" and "implemented" shall be construed accordingly

1.10 "including" means including without limitation and 'include' shall be construed accordingly

1.11 "Index-Linked" means adjusted according to any increase occurring between and the date of payment to the Council 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%
Index 2	Plant & Road Vehicles	25%

Index 3	Aggregates	30%
Index 9	Coated Macadam & Bitumous Products	20%

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

1.12 “the Maintenance Costs” means the sum of () Index Linked as calculated in respect of the cost of future maintenance of the Works

1.13 [“the Mortgagee” means the said of/whose registered office is at and its successors in title and assigns]

1.14 “the Off-Site Works” means such part of the Works (if any) as is to be executed outside the Site

1.15 “the Owner” means the said of/ whose registered office is at and its successors in title and assigns

1.16 “the Planning Permission” means planning permission reference number [] for the Development of the Site

1.17 “the Site” means the land Oxfordshire shown edged black on the Site Plan

1.18 “the Site Plan” means the plan marked “Plan A” annexed to this Deed

1.19 "the Standard Conditions" means the Council's Standard Conditions for the Control of Highway Works in Conjunction with Development (2016 Edition) a copy of which is annexed to this Deed

1.20 "the Works" means the works specified in the Schedule

1.21 "the Works Plan" means the drawing(s) numbered [] annexed to this Deed

1.22 Any reference to an enactment includes any amendments to or modifications of it and the version of it for the time being in force shall apply

1.23 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation

1.24 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed

1.25 Where the context so requires:-

1.25.1 the singular includes the plural and vice versa

1.25.2 the masculine includes the feminine and vice versa

1.25.3 persons includes bodies corporate associations and partnerships and vice versa

1.26 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons

- 1.27 Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.28 Words denoting an obligation on a party to do any act 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 this restriction

2. **Preliminary**

- 2.1 The Owner is the owner of freehold of the Site registered with absolute title under title number [] [subject to an Option in favour of the Developer (and/or) a Charge in favour of the Mortgagee but otherwise] free from incumbrances as the Owner hereby warrants
- 2.2 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site
- 2.3 For the purposes of the 1980 Act, the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site
- 2.4 The Owner has/it has been agreed [by virtue of an agreement pursuant to Section 106 of the 1990 dated [] and made between [] that [the Development shall not be [implemented [as therein defined]] / [occupied] / [no more than [] dwellings shall be occupied] prior to the completion of this Deed and shall not be

occupied prior to the completion of the Works in accordance with the Deed

- 2.5 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act
- 2.6 It has been agreed between the Owner and the Council that in lieu of the Owner paying the cost of the Off-Site Works the Off-Site Works should be executed by the Owner in conjunction with the carrying out of the Development
- 2.7 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980, Act Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner the Developer and the Mortgagee in respect of the Site and enforceable by the Council

3. **Covenants**

The Owner and the Developer covenant:-

- 3.1 not to cause or permit [any planning permission obtained for the Development/the Planning Permission to be implemented (save insofar as is necessary for the execution of the Works)] [any building forming part of the Development [to be occupied] [to open for business] before the Works have been completed

- 3.2 to execute the Works entirely at his/its own expense and to the satisfaction of the Council
- 3.3 in executing the Works to observe and perform all the obligations which fall on "the Developer" under the Standard Conditions and
- 3.4 to complete the Works not later than and in any event within from the date on which the Works started
- 3.5 not to commence the Works until the Maintenance Costs have been paid to the Council and to pay Maintenance Costs to the Council prior to commencing the Works
- 3.6 to give the Council written notice of any disposal of an interest in the Site and of the name and address of the new owner and the date of the disposal within 14 days of such disposal
- 3.7 if any payment to be made to the Council is not paid on or before the due date for payment to pay interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc from such due date to the date of payment¹

4. **Adoption as Highway**

- 4.1 On the issue of a Certificate of Completion for the Works the whole of the land shown [hatched black] on the Dedication Plan (subject to modification as provided in clause 4.2) shall be deemed to have been dedicated as public highway (for all public highway purposes including use by mechanically

propelled vehicles) and shall thereafter subject to Conditions 34 and 35 of the Standard Conditions be a highway maintainable at public expense

4.2 The Council may after consideration of the As-Built Drawings require the substitution of a modified dedication plan in which event that shall be agreed with the Owner [the Developer the Mortgagee] and the dedication as provided in clause 4.1 shall have effect in respect of the modified area

4.3 the Owner consents to the noting of the provisions of clause 4 of this Deed on the register under title number []

5/6 **Act Reasonably**

Where a matter falls within a party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed (including the Standard Conditions) without undue delay

6/7 **[the Mortgagee** (*consider further amendment to accord with mortgagee provision in Section 106 agreement*)

The Mortgagee acknowledges that the Site is bound by the obligations contained in this Deed [and in the event that the dedication area is revised further to clause 4.2 the Mortgagee agrees that any part of the dedication area which is subject to its charge shall be released from such charge on dedication pursuant to clause 4.1 and the Mortgagee will execute such further documentation as may be required to effect this]

7/8 **Costs**

- 7.1 The Owner shall on completion of this Deed pay the reasonable legal costs of the Council in connection with the preparation and completion of this Deed
- 7.2 The Owner will reimburse the Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the Council
- 7.3 [The Owner will not claim any compensation in respect of the provision of this Deed]

8 **Third Party Rights**

This Deed does not create any right enforceable by any person not a party to it except that it may be enforced by the successors in title and assigns of the parties and by any successor to the Council's statutory functions

9 **Notice**

Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Planning & Place of the Council (Ref) County Hall, New Road, Oxford OX1 1ND or to such other person at such other address as the Council shall direct from time to time [and any notice or notification to be given to [] shall be sent to [] or to such other person at such address as the [] shall notify in writing to the Council from time to time

10 **No Waiver**

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Owner/the Developer/the Mortgagee from any liability under this Deed

11 **No Fetter**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity

12 **VAT**

All works undertaken pursuant to and all payments made in accordance with the terms of this Deed shall be exclusive of value added tax and the Owner shall pay the Council any value added tax properly payable on any sums paid to the Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owner

13 **Jurisdiction**

This Deed is governed by and interpreted in accordance with the Law of England

14 **Delivery**

The provisions of this Deed shall be of no effect until this Deed has been dated

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

SCHEDULE

The Works

(1) **Principal Works**

The provision and construction in the position indicated in principle on the Works Plan of the following works (“the Principal Works”)

(a)

(b)

(c)

(2) **Preparatory and Ancillary Works**

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

(a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works

(b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water

(c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works

- (d) all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- (e) all kerbs islands verges and reservations including the grading and seeding of grassed areas
- (f) all measures necessary to ensure visibility for drivers at any bend or junction
- (g) all traffic signs road markings bollards and safety barriers
- (h) all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

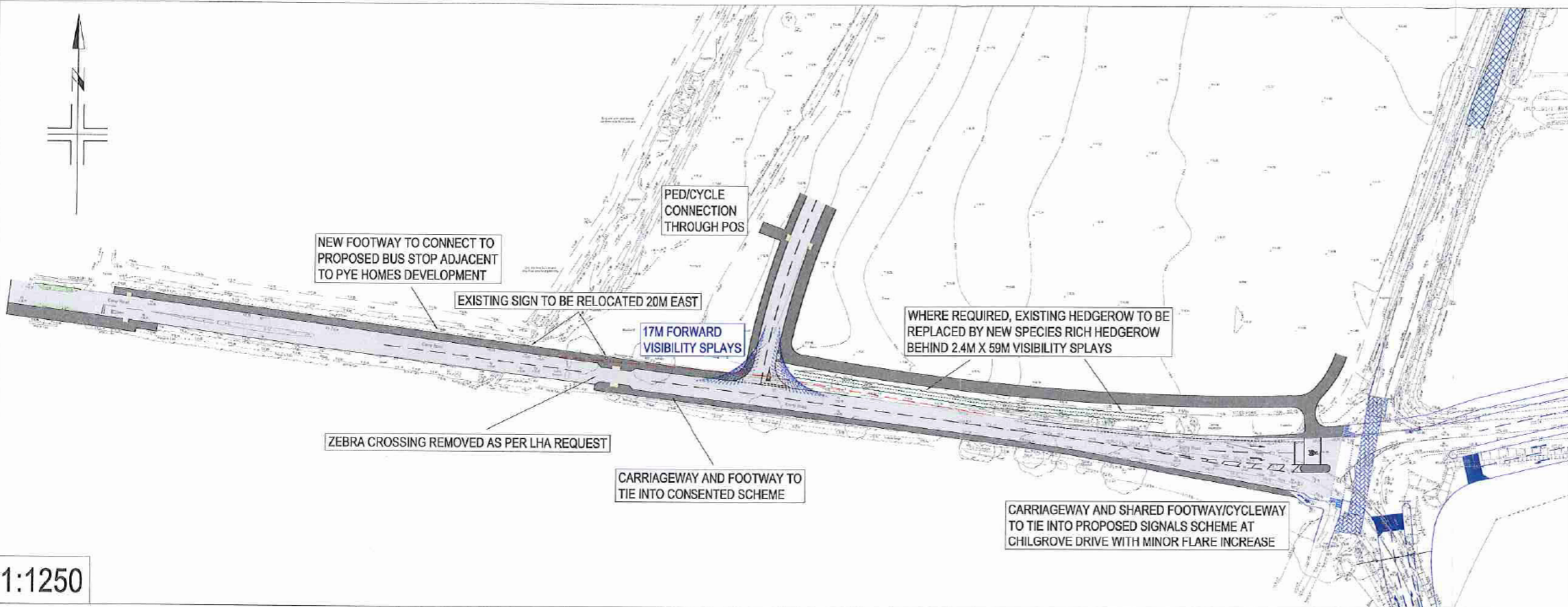
(3) **Amenity and Accommodation Works**

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

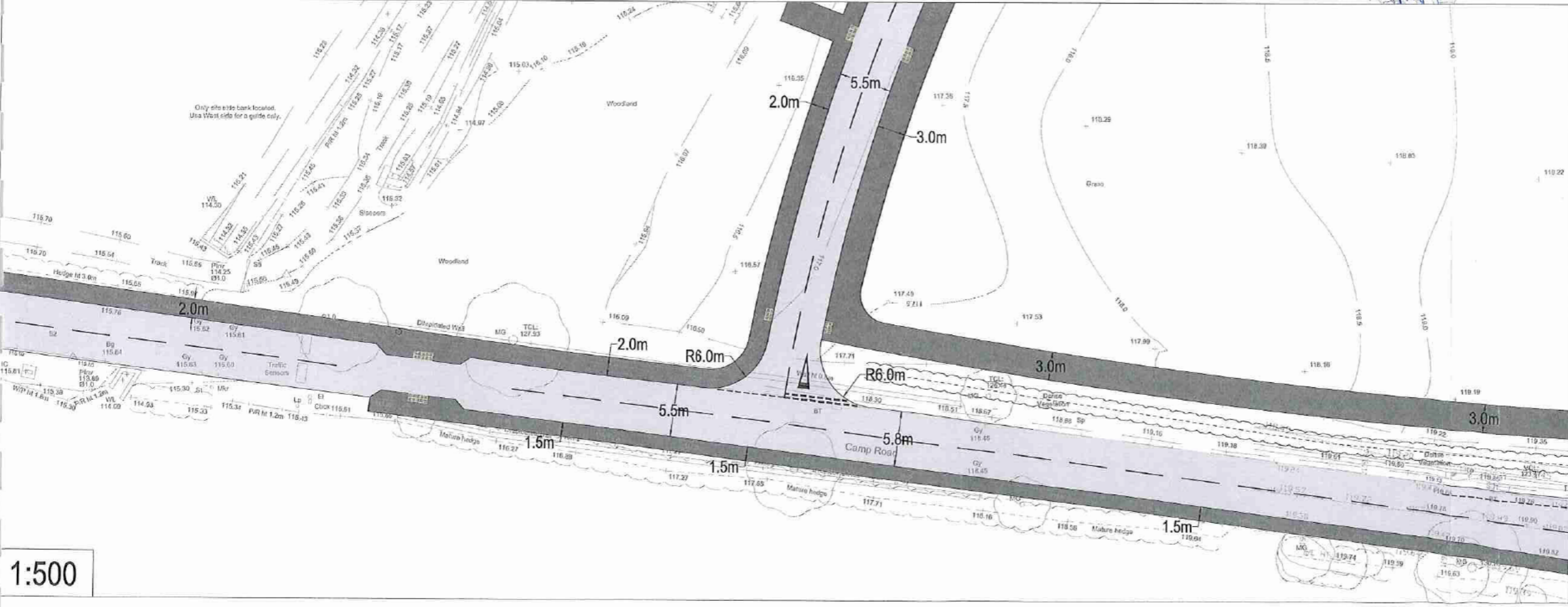
- (a) any earth bunds and/or planting necessary to screen the Principal Works
- (b) all fences gates hedges and other means of separation of the Principal Works from adjoining land
- (c) any necessary alteration of any private access or private or public right of way affected by the Principal Works
- (d) any necessary embankments retaining walls or other things necessary to give support to adjoining land

[ATTACH STANDARD CONDITIONS]

[INSERT EXECUTION CLAUSES FOR ALL PARTIES]

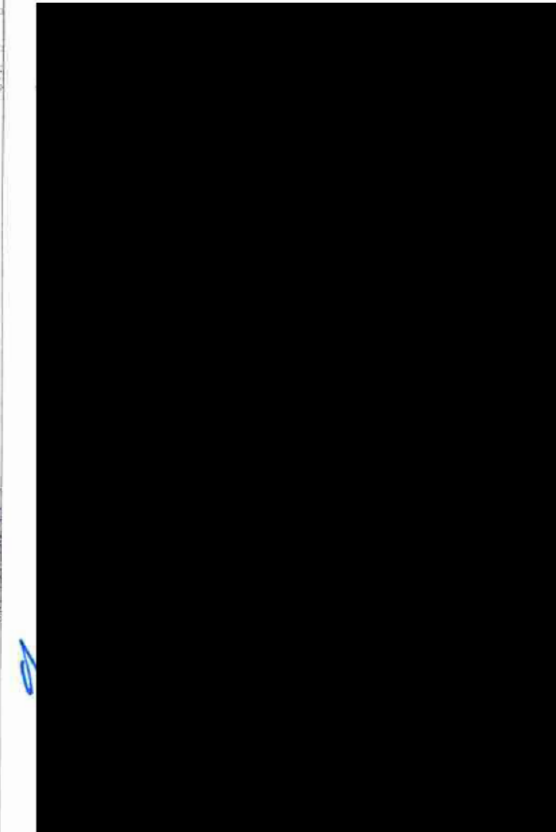


1:1250



1:500

1. THIS DRAWING IS NOT TO BE SCALED FOR CONSTRUCTION PURPOSES.
2. THE CONTRACTOR SHALL CHECK ALL DIMENSIONS AND LEVELS ON SITE.



C	DRAWING UPDATED FOLLOWING FURTHER OCC REQUEST	18.11.23	JP	GM
B	DRAWING UPDATED FOLLOWING STAGE 1 RSA RECOMMENDATIONS & OCC REQUEST	27.10.23	JP	GM
A	MINOR JUNCTION AMENDMENTS	15.12.21	JP	GM

REV	DESCRIPTION	DATE	BY	AUTH
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hub TRANSPORT PLANNING LTD

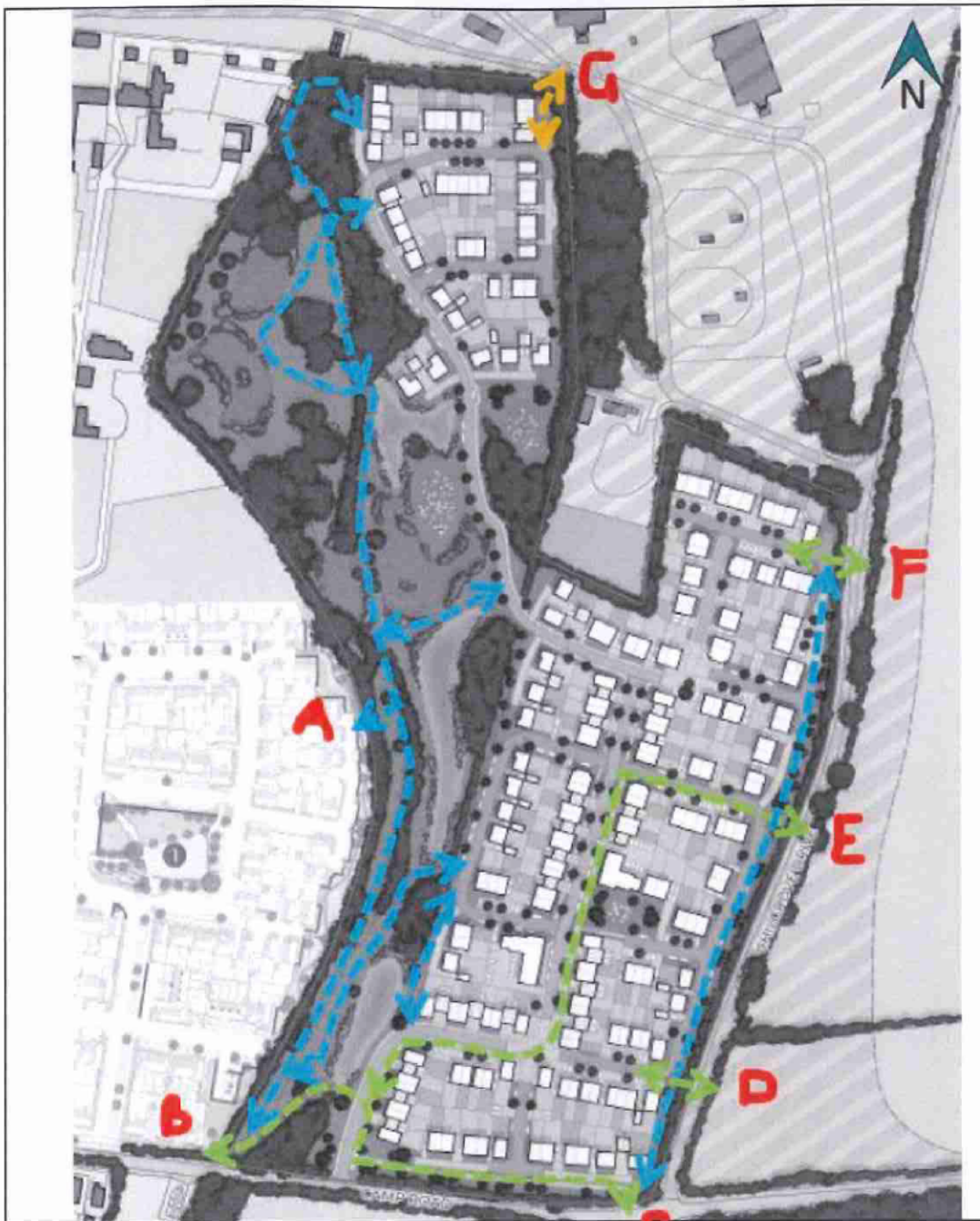
Hub Transport Planning Ltd
 Floor 1B
 4 Temple Row
 Birmingham
 B2 5HG
 T : 0121 454 5530

CLIENT
RICHBOROUGH ESTATES & LONE STAR LAND

PROJECT
HEYFORD PARK

TITLE
SITE ACCESS JUNCTION WITH VISIBILITY SPLAYS AND CROSSING

DRAWN JP	AUTHORISED GM	SCALE AS SHOWN	SHEET SIZE A3	DATE 25.10.21
PROJECT NO. T19562		DRAWING NO. 001		REV C



Not to Scale
Heyford Park
Figure H3

Pedestrian and Cycle Access Plan



Pedestrian Route



Pedestrian/Cycle Route



Route to Boundary for potential future connection

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CDC 21196

EXECUTION

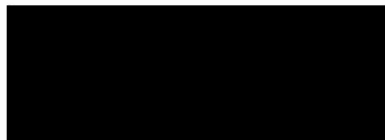
THE COMMON SEAL of **CHERWELL DISTRICT COUNCIL** was affixed in the presence of:-

ALISON COLLES



Authorised Signatory

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



1807/23

Director of Law and Governance (the officer appointed for this purpose))

SIGNED AS A DEED by the said **NICHOLAS PHILIP GILES** in the presence of:



Witness signature

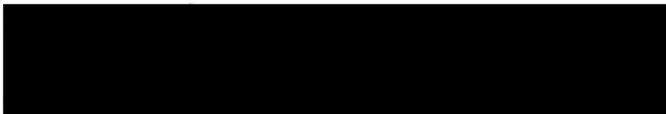


BY HIS ATTORNEY MATTHEW DAVID BARNETT.

Witness Name **LARA PERSELL**

(BLOCK CAPS)

Address



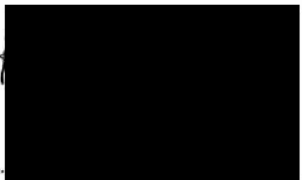
Occupation

SIGNED AS A DEED by the said **ALISON LESLEY CAROLINE BROADBERRY** in the presence of:



Witness signature

M Mewhenmet



Witness Name **D W MARK MEWHENMET**

(BLOCK CAPS)

Address



Occupation

SIGNED AS A DEED by the said **KENNETH RAYMOND ALAN HOLFORD** as trustee of **K Holford Company Pension Scheme** in the presence of:

Witness signature

Witness Name (BLOCK CAPS)

Address

Occupation

[Redacted signature and name area]

Andrew Woods
Solicitor

S E SOLICITORS
52-54 The Green, Banbury,
OX16 9AB.

[Redacted area]

EXECUTED AS A DEED by **ARC TRUSTEES LIMITED** acting by a Trustee on behalf of **K Holford Company Pension Scheme** in the presence of:

Witness signature

Witness Name (BLOCK CAPS)

Address

Occupation

[Redacted signature]

CLAUDIA WRIGHT

[Redacted address and occupation area]

[Redacted area]

SIGNED AS A DEED by the said **ANDREW MICHAEL DEAN** in the presence of:

Witness signature

Witness Name (BLOCK CAPS)

Address

Occupation

[Redacted signature]

WILLIAM HUTCHISON

[Redacted address and occupation area]

[Redacted area]

SIGNED AS A DEED by the said **SUZANNE DEAN** in the presence of:

Witness
signature

[Redacted]

}

[Redacted]

Witness Name **WILLIAM HUTCHISON**
(BLOCK CAPS)

Address

[Redacted]

Occupation

EXECUTED AS A DEED by **RICHBOROUGH ESTATES LIMITED** acting by a Director in the presence of:

Witness
signature

[Redacted]

}

[Redacted]

Witness Name **EMILY BRAMPTON**
(BLOCK CAPS)

Address

[Redacted]

Occupation

EXECUTED AS A DEED by **LONE STAR LAND LIMITED** acting by a Director in the presence of:

Witness
signature

[Redacted]

}

[Redacted]

Witness Name **ROLAND GREAVES**
(BLOCK CAPS)

Address

[Redacted]

Occupation