

DATED

9 JULY

2012

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

SGR (BICESTER 1) LIMITED

-and-

SGR (BICESTER 2) LIMITED

-and-

HOME FARM EXEMPLAR LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT

under section 106 of the Town and Country Planning Act 1990 (as amended) and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 relating to land at North West Bicester, Oxfordshire

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Cherwell
DISTRICT COUNCIL
North Oxfordshire

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DATE

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PARTIES

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("The District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall New Road Oxford OX1 1ND ("the County Council")
- (3) **SGR (BICESTER 1) LIMITED** (Company Registration Number 07692134) whose registered office is at 31 Bruton Place, London, W1J 6NN and **SGR (BICESTER 2) LIMITED** (Company Registration Number 07691602) whose registered office is also at 31 Bruton Place, London, W1J 6NN (together "the Owner")
- (4) **HOME FARM EXEMPLAR LIMITED** (Company Registration Number 04840175) whose registered office is at Capital House, 25 Chapel Street, London, NW1 5WX ("the Developer")

INTRODUCTION

- 1 The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is the county planning authority for the purposes of the Act and has for the area in which the Site is situated sundry powers and duties in respect of education, the provision of library facilities, museums, waste disposal and social and health care and in respect of highways and the regulation of traffic.
- 3 SGR (Bicester 1) Limited is the freehold owner of that part of the Site registered at the Land Registry under Title Number ON299238 subject to the interest of the Developer but otherwise free from incumbrances as SGR (Bicester 1) Limited hereby warrants.
- 4 SGR (Bicester 2) Limited is the freehold owner of that part of the Site registered at the Land Registry under Title Number ON299239 subject to the interest of the Developer but otherwise free from incumbrances as SGR (Bicester 2) Limited hereby warrants

5 By an option agreement made the 24th February 2010 between Albert Geoffrey Phipps (1) P3Eco (Bicester) Limited (2) and A2Dominion Enterprises Limited (3) Albert Geoffrey Phipps granted an option over the Site and other land. By a deed of assignment dated 20 January 2012 P3Eco (Bicester) Limited assigned the benefit of the option to the Developer. A2Dominion Enterprises Limited joined into the deed of assignment for the purposes of confirming its consent to the assignment.

6 Pursuant to the Application A2Dominion Group and P3Eco (Bicester) Limited have applied to the District Council for a hybrid planning permission for the Development of the Site.

7 On 11 August 2011 the District Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Deed.

8 The parties have agreed to enter into this Deed with the intention that the obligations contained herein may be enforced by the District Council and the County Council against the Owner and the Developer and their respective successors in title.

NOW THIS DEED WITNESSES AS FOLLOWS

OPERATIVE PART

1 DEFINITIONS

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

"Act" means the Town and Country Planning Act 1990 as amended

"Affordable Housing" has the meaning set out in the Fourth Schedule to this Deed of Agreement

"Application" means the hybrid application for planning permission dated 23 December 2010 submitted to the District Council for the Development and allocated reference number 10/01780/HYBRID

"Certificate of Final Completion"	means a certificate issued by the District Council to the effect that a Facility required to be provided pursuant to the provisions of this Deed is finally complete and all defects which have become manifest since the issue of the Certificate of Practical Completion and all outstanding works identified in the Certificate of Practical Completion have been made good and completed and any trees shrubs plants or grass which have died or been removed or become seriously diseased or damaged have been replaced with others of a similar size or species and the Facility has been satisfactorily maintained for a period of 12 months or such certificate is deemed to have been issued under clause 9 of this Deed
"Certificate of Practical Completion"	means a certificate issued by the District Council to the effect that a Facility required to be provided pursuant to the provisions of this Deed is practically complete save for such minor outstanding works as the District Council may agree or such certificate is deemed to have been issued in accordance with clause 9 of this Deed
"Construction"	means the construction of any building forming part of the Development including footings or foundations and "Construct" and "Constructed" shall be construed accordingly
"the Councils"	means the District Council and the County Council
"Development"	means the development of the Site as the exemplar phase of NW Bicester Eco Town comprising full planning permission for 393 residential units and an energy centre (up to 400 square metres), means of access, car parking, landscape, amenity space and service infrastructure and outline permission for a nursery of up to 350 square metres (use class D2), a community centre of up to 350 square metres (sui

generis), 3 retail units of up to 770 square metres (including but not exclusively a convenience store, a post office and a pharmacy (use class A1)), an Eco-Business Centre of up to 1,800 square metres (use class B1), office accommodation of up to 1,100 square metres (use class B1), an Eco-Pub of up to 190 square metres (use class A4), and a primary school site measuring up to 1.34 hectares with access and layout to be determined as set out in the Application

“Disposal Date”

means such time as the Legal Challenge is finally disposed of leaving in place the Planning Permission

“Dwelling”

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

“Facility/Facilities”

means each or any of the Strategic Open Space, Incidental Open Space, Play Areas, Allotments, Community Hall as the same are defined in the Seventh and the Eighth Schedule and any other facilities agreed by the District Council from time to time as being suitable for community management and/or ownership/lease by the LMO as the same is defined in the Fifth Schedule but for the avoidance of doubt this shall exclude the Primary School (as defined in the Twenty Second Schedule)

“Implementation”

means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions,

remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, off-Site highways works as set out in the Seventeenth Schedule, construction of a contractor's compound and "Implement" and "Implemented" shall be construed accordingly;

"Index Linked"

means adjusted according to any increase occurring between the 3rd quarter 2011 and the quarter period in which the relevant contribution is paid in the BCIS All In-Tender Price Index published by the Royal Institution of Chartered Surveyors

"Index Linked (Baxter)"

means adjusted according to any increase occurring between January 2011 and the date of payment of the relevant payment or as applicable occurring between November 2011 and the date of deposit of monies by the Owner and the Developer in an account (in accordance with the provisions of this Deed) in a composite index comprised of the following indices of the Monthly Bulletin of Indices – Prices Adjustment Formulae for Construction Contracts (1990 Series) published on behalf of the Department for Business Innovation and Skills weighted in the proportions below set out against each such index namely:-

Index 1 Labour & Supervision

25%

Index 2 Plant & Road Vehicles

25%

Index 3 Aggregates

30%

Index 9 Coated Macadam & Bituminous Products
20%

or if at any time for any reason it becomes impracticable to compile the said composite index

	then an index compiled in such other manner as may be agreed in writing by the Owner Developer and the County Council
"Index Linked (PubSec)"	means adjusted according to any increase occurring between the quarter period in which the County Councils submits its assessment further to paragraph 2.1 of the Twenty Second Schedule (subject as provided in paragraph 2.2 of that schedule) and the quarter period in which the relevant payment is made in the Tender Price Index of Public Sector Building non-housing in the BIS Construction Price and Cost Indices published by the Department for Business Innovation and Skills
"Index Linked (RPIX)"	means adjusted according to any increase occurring between November 2011 and the date of payment of the relevant payment to the County Council/District Council or as applicable deposit of monies in an account controlled by the Owner and/or Developer in accordance with the provisions of this Deed in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics.
"Interest"	means interest at 4% above the base lending rate of Lloyds TSB Bank plc from time to time compounded annually
"Legal Challenge"	means a challenge to the grant of the Planning Permission by way of judicial review
"Occupation" and "Occupied"	means 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.

"Phase"	means a phase or part of a phase of the Development as shown on the Phasing Plan and the Phase marked Infrastructure Phase, Phase 1, Phase 2, Phase 3 and Phase 4 shall be construed accordingly
"Phasing Plan"	means the plan setting out the phasing of the Development attached to this Deed at Appendix 2
"Plan"	means the plan attached to this Deed at Appendix 1
"Planning Permission"	means the hybrid planning permission to be granted by the District Council pursuant to the Application subject to conditions as set out in the Second Schedule
"Practically Completed"	<p>means:</p> <ul style="list-style-type: none"> (a) completed so that the relevant building can be used for the purpose and operate in the manner for which it was designed; and (b) fitted out so that it is available for occupation <p>and "Practical Completion" shall be construed accordingly</p>
"Qualifying Application"	means an application for approval of Reserved Matters or any separate application(s) for full planning permission for any part (but not the whole) of the Development or any application under section 73 of the Act relating to the Planning Permission or to any permission issued pursuant to a Qualifying Application
"Qualifying Permission"	means a reserved matters approval or planning permission as the case may be issued pursuant to a Qualifying Application
"Reserved Matters"	means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning

Permission for subsequent approval

"Serviced"

means the process of ensuring that the land in question is cleared free of any rights of way and remediated to a standard fit for residential back garden use and provided with such of the Services and Service Media and easements which are reasonably required to enable it to be used for its intended purpose(s) and for no other purpose and not so as to benefit any other land

"Services and Service Media"

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

"Site"

means the land against which this Deed may be enforced as shown edged with a thick black line on the Plan (but excluding any existing highway) more particularly described in Schedule 1

"Substantially Completed"

means the stage at which the facility or building in question has been constructed or provided to a standard or condition which enables it to be used or made available for its intended purpose without the need to undertake additional works and "Substantially Complete" and "Substantial Completion" shall be construed accordingly

"Working Day(s)"

means any Monday to Friday (other than Bank or

public holidays)

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or part of a schedule or recital or appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or part of a schedule or recital in or appendix to this Deed.
- 2.2 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 more than one person is a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 2.5 "including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly.
- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 Reference to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions and any duly appointed employee or agent of the District Council and County Council or such successor.

2.9 In the event of any conflict between the provisions in the Appendices to this Deed and the provisions of this Deed (including the Schedules) the provisions contained in this Deed (including the Schedules) will prevail.

3 LEGAL BASIS

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

3.2 To the extent that the covenants, restrictions and requirements imposed upon the Owner and the Developer under this Deed fall within the terms of Section 106 of the Act such covenants, restrictions and requirements are planning obligations for the purposes of Section 106 of the Act being enforceable by the District Council and the County Council as local planning authorities against the Owner and the Developer in respect of the Site.

3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to the powers of Section 111 and 120 Local Government Act 1972 Section 1 Localism Act 2011 and all other enabling powers.

4 CONDITIONALITY

This Deed is conditional upon:

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

save for the provisions of Clauses 8, 10, 11 12, 13.1.1, 14, 15, 17, 18, 20 and 21 (legal costs, waiver, no fetter, change of ownership, notification, interest, VAT, notice, data protection, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed and the following paragraphs of Schedules which shall come into effect immediately upon the grant of Planning Permission:

Schedule	Paragraphs
5	4.1; 4.2; 4.12; 4.13;
7	1.1
10	1.1; 1.2

11	1.4; 1.5
12	1.1; 1.2
13	1.10; 1.11
14	1.5; 1.6
15	1.1; 2; 3
17	2.1; 2.2
18	2
20	5.1
22	3.1; 3.2; 3.3; 3.4; 3.6; 3.7; 3.10; 5
23	2
24	Part 2 and as applicable Part 3

5 OWNER'S AND DEVELOPER'S COVENANTS

- 5.1 The Owner and the Developer covenant with the District Council as set out in the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Twenty Fourth and Twenty Sixth Schedules.
- 5.2 The Owner and the Developer covenant with the County Council as set out in the Third, Seventh, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty First, Twenty Second, Twenty Third and Twenty Fourth Schedules and the Owner and the Developer further covenant with the County Council to observe and perform the obligations and restrictions on the part of the Owner and the Developer as set out in the Fifteenth and Twenty Sixth Schedules.

6 DISTRICT COUNCIL'S COVENANTS

- 6.1 The District Council covenants with the Owner and the Developer as set out in the Sixteenth Schedule.

7 THE COUNTY COUNCIL'S COVENANTS

- 7.1 The County Council covenants with the Owner and the Developer as set out in the Twenty Fifth Schedule.

8 MISCELLANEOUS

- 8.1 The Owner and the Developer;
- 8.1.1 will on completion of this Deed pay to the District Council and the County Council their respective reasonable legal costs of and in connection with this Deed;
- 8.1.2 will reimburse the District Council and County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with the enforcement of any of the provisions hereof should the need for enforcement arise in the reasonable opinion of the District Council and/or County Council;
- 8.1.3 forthwith upon completion of this Deed will pay to the County Council the sum of two thousand pounds (£2,000) and upon the expiry of 3 months and 7 days from the grant of the Planning Permission if there has been no Legal Challenge, or in the event of a Legal Challenge on the date upon which the challenge is disposed of leaving in place the Planning Permission will pay to the County Council the sum of sixteen thousand pounds (£16,000) as a contribution towards the cost of monitoring and administration of this Deed
- 8.1.4 forthwith upon completion of this Deed will pay to the District Council the sum of two thousand pounds (£2,000) and upon the expiry of 3 months and 7 days from the grant of the Planning Permission if there has been no Legal Challenge, or in the event of a Legal Challenge on the date upon which the challenge is disposed of leaving in place the Planning Permission will pay to the District Council the sum of nineteen thousand pounds (£19,000) as a contribution towards the cost of monitoring and administration of this Deed;
- 8.1.5 will reimburse the District Council or the County Council as applicable in respect of its reasonable legal costs where land is transferred to the District Council or the County Council pursuant to this Deed.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions).
- 8.3 This Deed shall be registrable as a local land charge by the District Council.

8.4 Save as set out in paragraph 10.1 of the Twenty First Schedule and paragraphs 3.4.1, 4.1.1 and 4.2.2 of the Twenty Second Schedule, where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed

8.5 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith note this in the Register of Local Land Charges in respect of this Deed.

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

8.7 If prior to being Implemented the Planning Permission expires or is quashed or revoked this Deed shall absolutely determine and become null and void save that this will not affect any antecedent liability of the Owner or the Developer and any payments made to the County Council or District Council before the date this Deed became null and void which have not been spent (save for payments made pursuant to clause 8) shall following request from the party that made the payment be repaid to that party together with interest which has accrued on this balance after deduction of tax where required and any sum required to be deducted by law. Any contribution or part contribution which the County Council or the District Council has contracted to expend prior to the date of receipt of such request will be deemed to have been expended prior to that date. In the event that the Planning Permission is quashed or revoked after Implementation the parties will amend the provisions of this Deed in a reasonable manner to reflect that further development pursuant to the Planning Permission will not be lawful.

8.8 This Deed shall not be enforceable against

8.8.1 any person who purchases or is the lessee or tenant of an individual Dwelling for occupation as his principal private residence or his mortgagee or any person deriving title from such a person save that

8.8.1.1 the restrictions in the following paragraphs of Schedules shall be enforceable against purchasers and occupiers of individual Dwellings first occupied after the date when the restriction in question has arisen;

Schedule	Paragraph
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4	1.2; 1.3
5	4.4; 4.5; 4.6; 4.7; 4.8; 4.9; 4.10; 4.11; 4.14
6	1.1; 1.2; 1.4
7	1.10; 1.11; 1.12; 2.1.2; 2.3.2; 3.1; 3.3.2; 3.5.2
8	1.1; 1.2; 1.4; 1.6; 1.7; 1.15
9	1.1; 1.2
11	1.1; 1.3
12	1.4; 1.6; 1.7
13	1.3
14	1.4
15	1.2; 1.3; 1.4; 1.5
17	2.3; 2.4; 2.5
18	3.1; 3.2
19	8.2
20	2.1; 2.2; 3.1; 6
21	2.1; 2.3
22	4.2.1; 4.5; 4.6
23	5
26	8

and

8.8.1.2 the provisions of the Fourth Schedule shall apply to the owners and occupiers of the Affordable Housing Dwellings (as therein defined) except as therein provided;

8.8.2 the owners and occupiers of an individual commercial unit with the exception of restrictions on occupations which shall apply to the owners and occupiers of all commercial units and with the exception of those provisions of the Nineteenth and Twentieth Schedule which relate to performance and compliance by the owners and occupiers of commercial units;

8.8.3 any statutory undertaker who acquires an interest in the Site for the purpose of providing services to the Site;

8.8.4 the District Council or the County Council or successor in title or assignee of either of them in so far as it holds an interest in any part of the Site as a result of the operation of this Deed but without prejudice to any liability of the District Council or as applicable the County Council to comply with any obligation expressly given in this Deed (including the agreements on the part of the District Council in paragraph 4 of the Seventh Schedule) or under any

other agreement or assurance by the District Council or as applicable the County Council;

8.8.5 subject always to the provisions of Clause 8.9 any owner of any part of the Site after he has disposed of his interest in the Site provided that this will not relieve any owner of liability for any breach in respect of the part of the Site in which that owner had an interest arising prior to the date of passing with such interest and for the avoidance of doubt the Owner and the Developer shall remain liable to comply with the provisions of paragraphs 4.8 and 4.9 of the Twenty Second Schedule notwithstanding the transfer of the Primary School Site pursuant to this Deed

8.9

8.9.1 The Owner and the Developer (and any successor in title to any of them who acquires a substantial part of the Site) shall be liable for any breach of the provisions of clauses 12 and 13. Paragraph 5.2 of the Eighteenth Schedule and the provisions of the Nineteenth, Twentieth, Twenty First, Twenty Second and Twenty Fourth Schedules in so far they do not constitute planning obligations within the ambit of S106 of the Act and paragraphs 4, 9, 10 and 12 of the Twenty Third Schedule (and any other obligations on the part of the Owner and the Developer contained in this Deed which may not constitute planning obligations within the ambit of S106 of the Act) occurring after he has parted with the whole of his interest in the Site unless and until there has been delivered to the County Council and/or as applicable the District Council a Deed of Covenant duly executed as a Deed by a successor in title who is the owner of a substantial part of the Site with sufficient interest and control to secure compliance with such provisions and obligations and as agreed between the disponent and the District Council and the County Council which Deed of Covenant shall be substantially in the form of the Deed of Covenant attached at Appendix 37 to this Deed PROVIDED ALWAYS that on the disposal by SGR (Bicester 1) Limited and SGR (Bicester 2) Limited of all its interest in the Site to Home Farm Exemplar Limited:

8.9.1.1 SGR (Bicester 1) Limited and SGR (Bicester 2) Limited shall have no liability for any subsequent breach of such provisions (and no such deed of covenant shall be required); and

8.9.1.2 For the avoidance of doubt Home Farm Exemplar Limited acknowledges that it shall be liable to observe and perform all covenants agreements and obligations on the part of the Owner and the Developer set out in this Deed

- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission or a Qualifying Permission granted (whether or not on appeal) after the date of this Deed.
- 8.11 In the event of a Legal Challenge to the grant of Planning Permission being made then the requirement to comply with any obligations in this Deed will (save for an antecedent breach) be suspended until the Disposal Date and following the Disposal Date the time limit for compliance with any obligations in this Deed which should have been complied with prior to the Disposal Date shall be extended by a period of time equivalent to that between the date on which the Legal Challenge is made and the Disposal Date unless the Owner or the Developer has done anything between the date on which Legal Challenge is made and the Disposal Date which has triggered compliance with an obligation in which case the Owner and the Developer shall comply with such obligation as if the Legal Challenge had not been made

9 MAINTENANCE OF FACILITIES

- 9.1 Where a Facility is provided by the Owner or the Developer pursuant to this Deed on completion of such Facility the Owner and Developer shall secure the approval of the District Council in accordance with the following provisions:-
- 9.1.1 the Owner and the Developer shall invite the District Council in writing to inspect the Facility with personnel and equipment with a view to issuing a Certificate of Practical Completion;
- 9.1.2 the District Council shall inspect the Facility within 28 days of receipt of the invitation and shall issue a notice to the Owner or the Developer within 14 days of such inspection confirming whether or not the Facility has been provided to the District Council's reasonable satisfaction;
- 9.1.3 if the District Council issues a notice pursuant to clause 9.1.2 above which states that the Facility has not been provided to the District Council's reasonable satisfaction and which outlines the work required to reach that standard the Owner and the Developer shall use all reasonable endeavours to complete the works outlined in the notice as soon as reasonably practicable and invite the District Council to re-inspect the Facility;
- 9.1.4 the procedure set out in clauses 9.1.1 to 9.1.3 above shall be repeated in respect of the Facility until such time as the District Council either:-
- 9.1.4.1 issues a Practical Completion Certificate in respect of the Facility; or
- 9.1.4.2 fails to inspect the Facility within 28 days of receipt of a written invitation to inspect it in which case a Certificate of Practical Completion shall be deemed to have been issued in respect of the Facility 28 days following receipt of the relevant invitation; or

- 9.1.4.3 fails to serve within 14 days of their inspection a notice detailing any further works to be carried out in order for the Facility to be provided to their reasonable satisfaction in which case a Certificate of Practical Completion shall be deemed to have been issued in respect of the Facility 14 days following the relevant inspection;
- 9.1.5 the Owner and the Developer shall maintain each Facility for a period of 12 months from the issue or deemed issue of the Certificate of Practical Completion rectifying any construction defects arising in relation to the Facility and replacing and/or repairing any items which are defective and replacing any trees shrubs plants or grass which have died or been removed or become seriously damaged or diseased with others of a similar size or species;
- 9.1.6 the Owner and the Developer shall notify the District Council at the end of each period referred to in clause 9.1.5 and invite the District Council in writing to inspect the Facility with a view to issuing a Certificate of Final Completion (and the provisions of clauses 9.1.1 to 9.1.4 shall apply mutatis mutandis) and shall continue to maintain the Facility in question at their own expense and to rectify any defect arising in accordance with the requirements of clause 1.1.5 above until its transfer to either the LMO or the District Council or the District Council's Nominee in accordance with the relevant provisions of this Deed

PROVIDED ALWAYS THAT in the event that the Owner or the Developer fail to comply with their obligation to continue to maintain the Facility in question at their own expense in accordance with this clause 9.1.6 then the District Council shall be entitled to:-

- (a) enter on to the Site and the Facility in question together with any relevant personnel or equipment in order to carry out any works it considers necessary to maintain or make good any defect or damage or reinstate or otherwise bring the Facility to the stage of Final Completion; and
- (b) recover its reasonable costs and expenses in full in relation to the same (together with Interest thereon) from the Owner or the Developer providing evidence of such costs to the Owner or the Developer.

10 WAIVER

- 10.1 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 from acting upon any subsequent breach or default.

11 NO FETTER

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

12 CHANGE OF OWNERSHIP etc

12.1 The Owner and the Developer agree with the District Council and the County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this 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.

13. NOTIFICATION

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

- 13.1.1 the proposed date of Implementation of the Development
- 13.1.2 the date of Implementation of the Development
- 13.1.3 the date of Implementation of the Development at Phase 3 or if earlier the date of Implementation of the Development at Phase 4
- 13.1.4 the proposed date of Occupation of the first Dwelling
- 13.1.5 the date of Occupation of the first Dwelling
- 13.1.6 the proposed date of Occupation of 50% of the Market Dwellings in a Phase
- 13.1.7 the date of Occupation of 50% of the Market Dwellings in a Phase
- 13.1.8 the proposed and actual date of commencement of Construction of the first Dwelling to be constructed at Phases 1, 2, 3, and 4 respectively
- 13.1.9 the date of Occupation of the first Dwelling to be Occupied at Phases 2, 3 and 4 respectively
- 13.1.10 the proposed and actual date of Occupation of the 50th Dwelling to be Occupied (and if different the date of Occupation of the 50th Dwelling at Phases 1 and 2)

- 13.1.11 the proposed and actual date of Occupation of the 50th Dwelling to be Occupied at Phase 1
- 13.1.12 the proposed and actual date of Occupation of the 100th Dwelling to be Occupied
- 13.1.13 the proposed and actual date of Occupation of the 200th Dwelling to be Occupied
- 13.1.14 the proposed and actual date of Occupation of the 250th Dwelling to be Occupied
- 13.1.15 the proposed and actual date of Occupation of the 350th Dwelling to be Occupied
- 13.1.13 the date of Occupation of the final Dwelling to be Occupied

13.2 to notify to the District Council and the County Council in writing within twenty one days of each of 1 January, 1 April, 1 July and 1 October the number of Dwellings on the Development which have been Occupied on that quarter day and their addresses/plot numbers together with a plan showing plot numbers and each notification shall identify the Dwellings Occupied during the preceding quarter and also include an estimate of the number of first Occupations that will occur for the year from the relevant quarter day.

14 INTEREST

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

15 VAT

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

16 NOT USED

17 NOTICE

17.1 any notice or notification to be given to the District Council under this Agreement shall be sent to the Director of Development of the District Council (Reference

10/01780/HYBRID) at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall from time to time direct; and any notice or notification to be given to the County Council under this Agreement shall be sent to The Director for Environment and Economy of the County Council Speedwell House, Speedwell Street, Oxford OX1 1NE or to such other person at such other address as the County Council shall direct from time to time; and

17.2 any notice or notification to be given to the Owner shall be sent to Shoosmiths, 1st Floor, Witan Gate House, 500-600 Witan Gate West, Milton Keynes, MK9 1SH (marked for the attention of Steve Wiltshire) and a copy of such notice or notification shall be sent to Resolution Property, 31 Bruton Place, London, W1J 6NN (marked for the attention of Nigel Robson) 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 and any notice or notification to be given to the Developer shall be sent to the Company Secretary, Home Farm Exemplar Limited, Capital House, 25 Chapel Street, London, NW1 5WX or to such other person at such address as the Developer shall notify to the District Council and separately to the County Council from time to time Provided always that this shall not extend to any successor in title save in so far as the notice or notification relates to a matter which is enforceable against him.

17.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

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

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

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

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

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

18 DATA PROTECTION

18.1 The Owner and the Developer 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:-

- 18.1.1 The District Council or as applicable the County Council so that it may revise its records including public records accordingly and/or monitor and audit compliance with this Deed
- 18.1.2 Persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further
- 18.1.3 Any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000

19 DISPUTE RESOLUTION

In the event of disagreement between the parties further to paragraph 2.1 of the Twenty Second Schedule (Abnormal Costs) a party to the dispute may at its discretion by notice (having given 14 days prior notice of intention to do so) refer the matter in dispute to be determined under this Clause 19 by an independent expert. The expert shall be agreed between the parties or (in default of the agreement within 5 working days) appointed by the President or next most senior available officer of the Institute of Arbitrators and:-

- 19.1 Each party may within 10 working days of the appointment of the expert make written representations to him which are to be copied to the other party to the dispute
- 19.2 Each party will be given a further 5 working days to give the expert written comments on those representations which are to be copied to the other party to the dispute
- 19.3 The expert will be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require
- 19.4 The expert will not take oral representations from a party without allowing the other party to the dispute the opportunity to be present and to give evidence and to cross examine each other
- 19.5 The expert will have regard to all representations and evidence upon making his decision which will be in writing and he will be required to give reasons for his decision

19.6 The expert will use reasonable endeavours to publish his decision within 4 weeks of his appointment

19.7 The expert shall have the power to award the costs of the determination in favour of a party to the dispute at the expense of the other but in the absence of such award each party will bear its own costs and the charges for the expert will be borne equally by the parties

19.8 The expert's decision shall be final and binding on the parties

19.9 This clause does not apply to any dispute in relation to matters of law or the construction or interpretation of this deed which will be subject to the jurisdiction of the court

20 JURISDICTION

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

21 DELIVERY

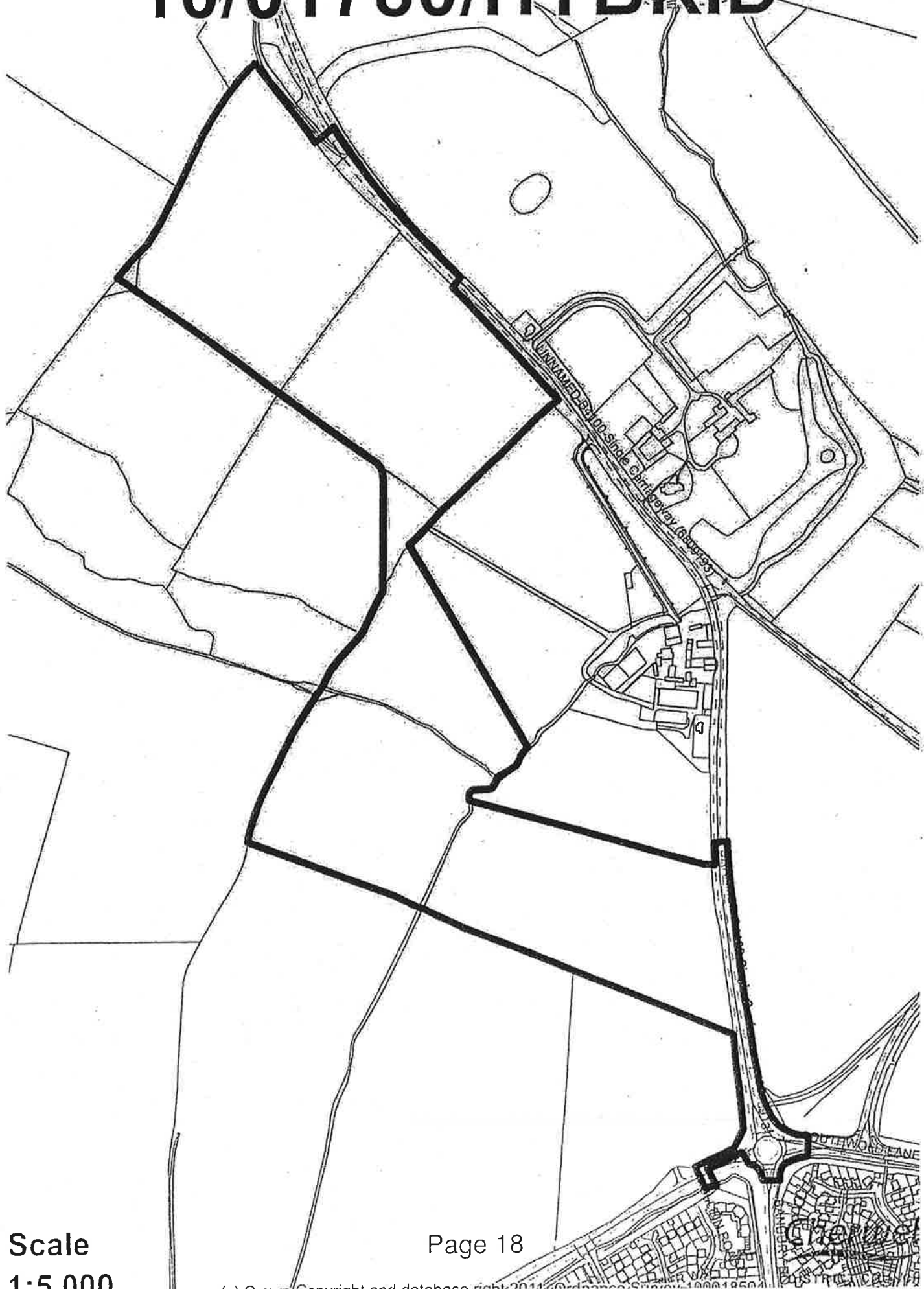
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

FIRST SCHEDULE

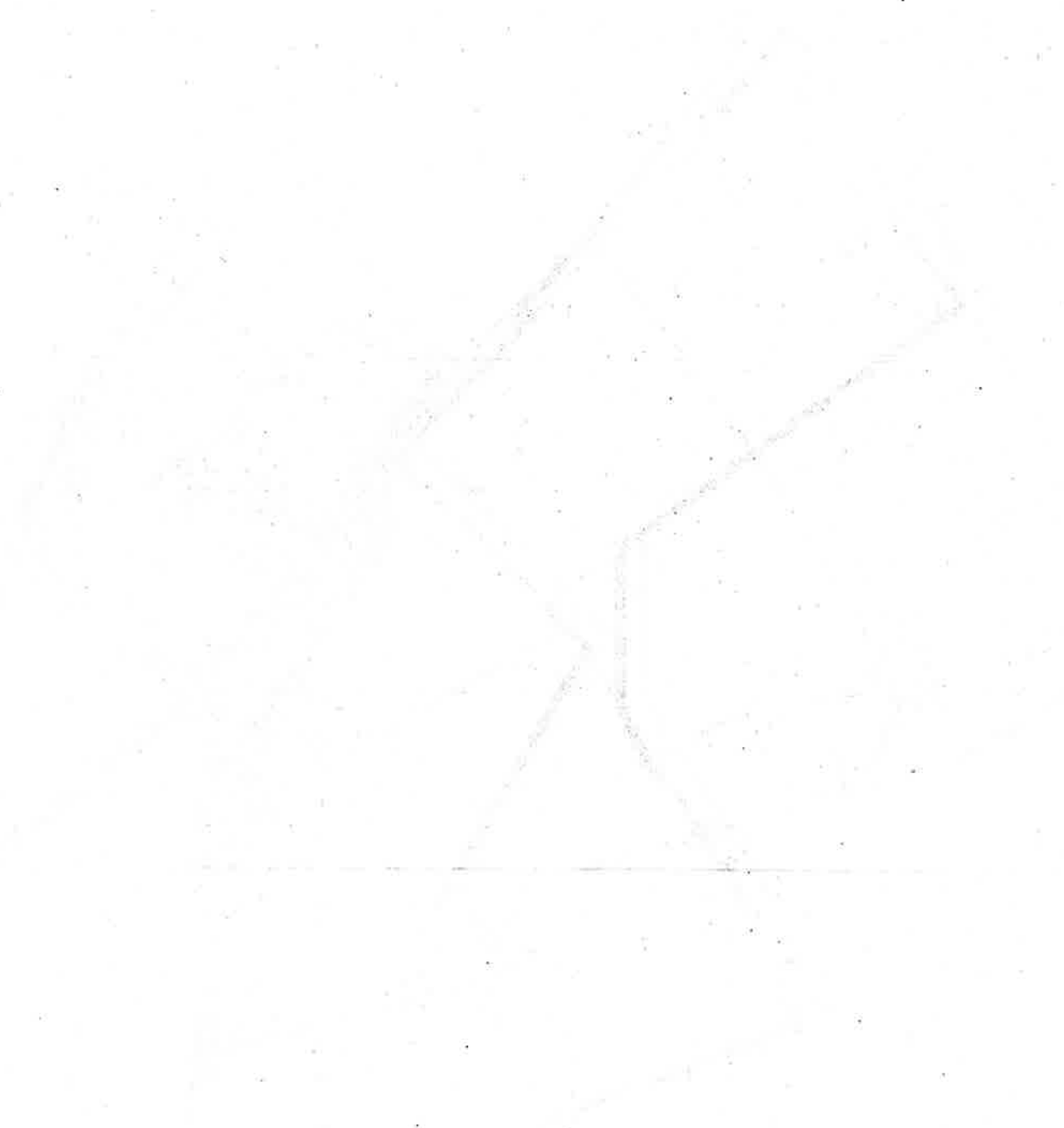
Details of the Owner's Title and description of the Site

Land on the south west side of Banbury Road, Caversfield, Bicester, Oxfordshire shown edged with a thick black line on the Plan and registered at HM Land Registry under Title Numbers ON299238 and ON299239



Scale
1:5,000

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100





NOTICE OF DECISION

TOWN AND COUNTRY PLANNING ACT 1990
(AS AMENDED)

DISTRICT COUNCIL
NORTH OXFORDSHIRE

Name and Address of Agent/Applicant :

A2 Dominion Group/P3Eco (Bicester) Ltd
c/o Barton Willmore LLP
Mr Andy Cattermole
7 Soho Square
London
W1D 3QB

Date Registered : 23rd December 2010

Proposal : Development of Exemplar phase of NW Bicester Eco Town to secure full planning permission for 393 residential units and an energy centre (up to 400 square metres), means of access, car parking, landscape, amenity space and service infrastructure and outline permission for a nursery of up to 350 square metres (use class D2), a community centre of up to 350 square metres (sui generis), 3 retail units of up to 770 square metres (including but not exclusively a convenience store, a post office and a pharmacy (use class A1)), an Eco-Business Centre of up to 1,800 square metres (use class B1), office accommodation of up to 1,100 square metres (use class B1), an Eco-Pub of up to 190 square metres (use class A4), and a primary school site measuring up to 1.34 hectares with access and layout to be determined.

Location : Bicester Eco Town Exemplar Site Caversfield Oxfordshire

Parish(es) : Caversfield Bicester Bucknell Chesterton

UPRN : 010011914562

PERMISSION FOR DEVELOPMENT SUBJECT TO CONDITIONS

The Cherwell District Council, as Local Planning Authority, hereby **GRANTS** planning permission for the development described in the above-mentioned application, the accompanying plans and drawings and any clarifying or amending information **SUBJECT TO THE CONDITIONS SET OUT IN THE ATTACHED SCHEDULE.**

The reason for the imposition of each of the conditions is also set out in the schedule.

Cherwell District Council
Bodicote House
Bodicote
Banbury
Oxon
OX15 4AA

Date of Decision : 11th August 2011

**Head of Public Protection & Development
Management**

SCHEDULE OF CONDITIONS

Full Permission – 393 dwellings, Energy Centre, means of access, car parking, landscape, amenity space, and service infrastructure

1. That the development to which this full permission relates shall be begun not later than the expiration of three years beginning with the date of this permission.

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Prior to the commencement of development, a phasing plan shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved phasing plan or such other phasing plan as subsequently agreed in writing.

Reason: To ensure the proper phased implementation of the development and associated infrastructure in accordance with Planning Policy Statement 1: Eco Towns.

3. Except where otherwise stipulated by conditions attached to this permission, the development shall be carried out strictly in accordance with the attached schedule of plans and documents.

Reason: For the avoidance of doubt, to ensure that the development is carried out only as approved by the Local Planning Authority and to comply with Government Policy contained in Planning Policy Statement 1: Eco Towns

Energy

4. That full details of the measures to achieve zero carbon energy use as defined in PPS 1: Eco Towns, through on site solutions, shall be submitted for approval prior to the commencement of development. Should it be demonstrated to the satisfaction of the local planning authority that it is not possible to achieve zero carbon on site, a scheme for off site mitigation in Bicester shall be provided, prior to the first residential occupation, for that portion of the energy use that cannot be met on site.

Reason: For the avoidance of doubt, to ensure that the development is carried out only as approved by the Local Planning Authority and to comply with Government Policy contained in Planning Policy Statement 1: Eco Towns

5. Prior to occupation of each individual dwelling, the dwelling shall be provided with solar PV in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the first dwelling in the phase.

Reason: To deliver zero carbon development in accordance with Planning Policy Statement 1: Eco Towns

6. The relevant services to deliver the district heating system shall be provided to each dwelling prior to occupation of that dwelling.

Reason: To deliver zero carbon development in accordance with Planning Policy Statement 1: Eco Towns.

Housing Standards

7. All dwellings shall be constructed to meet Joseph Rowntree Foundation Life Time Homes standard as set out in the attachment to the S106 agreement accompanying this permission.

Reason: To deliver flexible housing to meet the diverse and changing needs of the population and in accordance with Planning Policy Statement 1: Eco Towns

8. Prior to work commencing on each phase, as identified in condition 2, details of how each dwelling within that phase achieves good day lighting by achieving at least 2 points of the Code for Sustainable Homes level 5 for day lighting shall be submitted to and approved in writing by the LPA. The development shall thereafter be carried out in accordance with the approved details and such that each dwelling achieves good day lighting.

Reason: To prevent increased energy use and to enable zero carbon development to be achieved in accordance with Planning Policy Statement 1: Eco Towns

9. Prior to occupation, each dwelling shall be provided with a 'real time information' system in accordance with details that have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To facilitate information delivery and travel information to properties in accordance with Planning Policy Statement 1: Eco Towns

10. Prior to commencement of residential development in each phase a study, by a suitably qualified person, shall be submitted to and approved in writing by the local planning authority, demonstrating that the design of the dwellings within that phase is such that overheating will not occur and that heat island effects have been minimised. The development shall thereafter be carried out in accordance with the agreed details.

Reason: To address the impacts of climate change in accordance with Planning Policy Statement 1: Eco Towns

11. Plots 2, 30, 113, 114, 115, 126, 127, 128, 129, 130, 131, 172, 173, 174, 226, 227, 281, 282, 283 and 313 the house designs shall be constructed with passive ventilation and thermally massive floors to reduce heat gain and loss as set out in the Design and Access Statement accompanying the application, in accordance with details that have first been agreed in writing by the Local Planning Authority.

Reason: To test the delivery of innovative energy efficient houses as supported by Planning Policy Statement 1: Eco Towns

12. Prior to the occupation of each dwelling the building shall be provided with the necessary services to enable the provision of high speed broadband (no less than 100mbs)

Reason: To facilitate home-working and information delivery in accordance with Planning Policy Statement 1: Eco Towns

Notwithstanding Conditions

13. Notwithstanding the details submitted, details of the positioning of bicycle and bin stores on each phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the construction of any dwelling on a phase as defined in condition 2. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure convenient bicycle and bin stores to encourage cycling and sorting of waste and a high standard of design to comply with policy C28 of the Cherwell Local Plan and to deliver the standards of Planning Policy Statement 1: Eco Towns.

14. Full details of the boundary enclosures for each dwelling shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of residential development on each phase, as identified in condition 2, forming part of the site. The approved boundary enclosures shall thereafter be provided prior to the dwelling they serve being occupied.

Reason: To ensure the satisfactory appearance of the completed development, to safeguard the privacy of the occupants of the existing and proposed dwellings and to comply with Policies C28 and C30 of the adopted Cherwell Local Plan.

15. Notwithstanding the details submitted, details of the fenestration, roof verge and eaves, cills, lintols and infill panels for each house type in a phase, as identified in condition 2, shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of residential development in the relevant phase. Thereafter the buildings shall be constructed in accordance with the approved details.

Reason: To ensure a high quality development in accordance with Cherwell Local Plan policy C28 & C30

16. Notwithstanding the details submitted, details of revised designs, of Plots 139- 142, 276, 277, 288, 289, 319, 376, 319, 296 – 299 shall be submitted to and approved in writing by the local authority prior to work commencing on the individual plot in question. The dwellings shall be constructed in accordance with the revised approved details.

Reason: To ensure the delivery of satisfactory street scene with a high quality of design to accord with a high standard of design to comply with policy C28 of the Cherwell Local Plan and the National Planning Policy Framework.

17. Notwithstanding the details submitted, a parking scheme for each phase, as identified in condition 2, shall be submitted to and approved in writing by the local planning authority prior to work commencing on the relevant phase. The approved parking shall thereafter be provided in accordance with the approved plan.

Reason: In the interests of highway safety and to ensure that there is a satisfactory appearance to the development in accordance with Cherwell Local Plan policies C28 and C30.

18. Prior to work commencing on a phase, as identified in condition 2, details of the streetscape, including boundary treatment to any buildings, treatment of street parking, street landscape, hard and soft landscape details, street furniture and play features in Community Streets and lighting design for that phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the details approved.

Reason: To ensure the delivery of satisfactory streets that deliver the green infrastructure, play and other features necessary to create a successful place and to accord with a high standard of design to comply with policy C28 of the Cherwell Local Plan.

19. Notwithstanding the details submitted, prior to commencement of any phase, identified in condition 2, revised details of materials and finishes of the buildings that comprise that phase (dwellings and energy centre) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be implemented in accordance with the approved details

Reason: To ensure the satisfactory appearance of the completed development and to comply with Policy BE1 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

20. Prior to commencement of a phase, as identified in condition 2, details of the construction and planting of the green roofs of buildings within that phase, together with details of the maintenance programme that will ensure the delivery and long term maintenance of the roofs shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction of any dwellings within that phase. The green roof shall then be constructed and maintained in accordance with the approved details.

Reason: To ensure the delivery on green infrastructure and bio diversity gain in accordance with Planning Policy Statement 1: Eco Towns Access

21. Prior to the construction of any dwelling on the northern fields, the northern access from the B4100 shall be formed, laid out and constructed strictly in accordance with Oxfordshire County Council's specification and be available for use.

Reason: To ensure safe access to the site in accordance with Cherwell Local Plan policy TR1

22. That, before a dwelling is first occupied, the proposed vehicular accesses, driveways, parking courts, parking areas and turning areas that serve that dwelling shall be constructed, laid out, surfaced and in accordance with specification details to be submitted to and approved in writing by the Local Planning Authority (in consultation with the Local Highway Authority)

Reason: In the interests of highway safety, to ensure a satisfactory standard of construction and layout for the development and to comply with Cherwell Local Plan policies TR1, C28 and C30

23. Notwithstanding the details submitted, prior to the commencement of a phase, as identified in condition 2, details of the locations and facilities to be provided at each bus stop including Real Time Information and a programme of delivery, shall be submitted to and approved in writing by the Local Planning. The bus stops and facilities shall thereafter be provided in accordance with the approved details.

Reason: To ensure facilities to enable convenient use of public transport to achieve the requirements of Planning Policy Statement 1: Eco Towns

24. No development shall commence on a phase of the development, as identified in condition 2, until the full design and construction details, including vision splays, bridge details, surfacing, planting, traffic calming of the roads, paths, bridges and other parts of the access routes are submitted to and approved in writing by the Local Planning Authority. The phase shall thereafter be constructed in accordance with the approved details.

Reason: In the interests of highway safety and the appearance of the area in accordance with Cherwell Local Plan policy C28 & C30.

25. Details of the final surface treatment of each road shall be submitted to and approved in writing by the Local Planning Authority prior to the construction of the relevant road, lane, Community Street or public footpath. The road, lane, community street or path shall thereafter be constructed in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the completed development, to safeguard the privacy of the occupants of the existing and proposed dwellings and to comply with Policies C28 and C30 of the adopted Cherwell Local Plan.

26. No development shall commence on a phase, as identified in condition 2, until a lighting scheme for the pedestrian, cycle and vehicle routes within that phase is submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority. Such lighting shall be provided, laid out and constructed strictly in accordance with the Local Highway Authority's specifications and that all ancillary works specified shall be undertaken unless otherwise approved in writing.

Reason: In the interests of pedestrian and highway safety to comply with Cherwell Local Plan policies TR1, C28 and C30

27. Details of the bus only link shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development of the northern fields.

Reason: To ensure facilities to enable convenient use of public transport, walking and cycling to achieve the requirements of Planning Policy Statement 1: Eco Towns

28. That before a dwelling is first occupied the estate roads and footpaths between that dwelling and the B4100 shall be laid out, constructed, lit and drained to the Oxfordshire County Council's 'Conditions and Specifications for the Construction of Roads'. No dwelling shall be occupied in the northern fields until the bus only link has been provided.

Reason: To ensure adequate access and to enable convenient use of public transport, walking and cycling to achieve the requirements of Planning Policy Statement 1: Eco Towns

29. That before any building is first occupied, the parking and manoeuvring areas to serve the building in question, shall be provided in accordance with the plan hereby approved or as modified by condition 17, and shall be constructed, laid out, surfaced, drained and completed in accordance with specification details to be submitted to and approved in writing by the local planning authority prior to the commencement of any phase and shall be retained unobstructed except for the parking and manoeuvring of vehicles at all times thereafter.

Reason: In the interests of highway safety and to comply with Government guidance on promoting sustainable transport contained within the National Planning Policy Framework

Rain Water Harvesting

30. All properties shall be provided with rainwater harvesting in accordance with the details shown on drawing no. 7163-UA001881-03 or such other scheme agreed in writing by the Local Planning Authority prior to the construction of the building it serves.

Reason: To reduce the use of water to achieve the requirements of Planning Policy Statement 1: Eco Towns

Landscaping

31. That no development of a phase, as defined in condition no 2, shall take place until there has been submitted to and approved in writing by the Local Planning Authority a scheme for the landscape design within that phase which shall include:-

- (a) Details of the proposed tree and shrub planting including their species, number, sizes, positions and planting densities (where appropriate), together with grass seeded/turfed areas,
- (b) Details of the existing trees and hedgerows to be retained, including existing and proposed soil levels at the base of each tree/hedgerow and the minimum distance between the base of the tree and the nearest edge of any excavation,
- (c) Details of the hard surface areas, pavements, pedestrian areas, crossing points and steps including the final surfacing thereof.
- (d) Details of SUDs features including proposals for lining features to retain water
- (e) Details of any proposed changes in levels
- (f) Details of the design and construction of bridges within areas of open space

Reason: In the interests of the visual amenities of the area, to ensure the creation of a pleasant environment for the development and to comply with Policy C28 of the adopted Cherwell Local Plan.

32. That all planting, seeding or turfing comprised in the approved details of landscape design shall be carried out in the first planting and seeding seasons following the occupation of a building(s) within the relevant phase or on the completion of the ground works within the river corridor, and that any trees and shrubs which within a period of five years from the completion of those planting works die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent for any variation.

Reason: In the interests of the visual amenities of the area, to ensure the creation of a pleasant environment for the development and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

33. Prior to the commencement of the development of a phase identified in condition 2, details of the provision, landscaping and treatment of open space/play space within the phase shall be submitted to and approved in writing by the Local Planning Authority. The open space/play space, once approved shall be landscaped, laid out and completed in accordance with the details approved and within a time period to be first approved in writing by the Local Planning Authority and thereafter retained as open space/play space.

Reason: In the interests of amenity, to ensure the creation of a pleasant environment for the development with appropriate open space/play space and to comply with Policy BE1 of the South East Plan 2009 and Policy R12 of the adopted Cherwell Local Plan.

34. Details of the rainwater harvesting for the allotment sites shall be submitted to and approved in writing by the Local Planning Authority prior to the development of a phase containing allotments. The development shall be implemented in accordance with the approved details.

Reason: To reduce the use of water to achieve the requirements of Planning Policy Statement 1: Eco Towns

35. Prior to first occupation of a residential dwelling a scheme to enable each new resident to choose a fruit tree for their garden or to be provided elsewhere on the site shall be submitted to and approved in writing by the LPA. The scheme shall thereafter be implemented in accordance with the agreed details.

Reason: To mitigate the impact of the development and provide biodiversity gain in accordance with Planning Policy Statement 1: Eco Towns and the Sustainability Statement accompanying the application.

36. Details of the laying out and management of the allotments shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of any dwellings that are constructed in a phase in which they sit. The allotments shall thereafter be provided and managed in accordance with the approved scheme.

Reason: to ensure the delivery and management of allotments for local people in accordance with Planning Policy Statement 1: Eco Towns

Other

37. Details of an assessment of the rated level of noise emitted from the energy centre against background noise levels measured 3.5m from the front façade of plot 359, demonstrating that rated level of noise from the energy centre is at least 5dB below background noise levels, when measured in accordance with BS4142 1997, shall be submitted to the local planning authority and approved in writing prior to work commencing on the construction of the building on the site of the energy centre. The energy centre shall thereafter be built with any acoustic measures outlined in the report and necessary to achieve the stipulated noise level.

Reason: To protect the amenities of the local residents, to avoid pollution and to comply with Policy ENV1 of the adopted Cherwell Local Plan.

38. Details of the marketing of properties on the site including details of how they will be marketed to encourage home working and to promote sustainable transport shall be submitted to and approved in writing by the Local Planning Authority prior to the sale of properties on any phase. The marketing with regard to home working and sustainable transport shall thereafter be in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

Reason: To support the creation of a low carbon community to achieve the requirements of Planning Policy Statement 1: Eco Towns

Outline Permission - Nursery, Community Centre, 3 Retail Units, Eco Business Centre, Office Accommodation, Eco Pub and School Site

39. In respect of that part of the permission which has been granted in outline, no development shall be commenced until full details of the layout, scale, appearance, access and landscaping (hereafter referred to as reserved matters) have been submitted to and approved in writing by the Local Planning Authority

Reason: Part of this permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 4(1) of the Town and Country Planning (Development Management Procedure)(England) Order 2010 (as amended).

40. That in the case of the reserved matters, application for approval shall be made not later than the expiration of three years beginning with the date of this permission.

Reason: Part of this permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 4(1) of the Town and Country Planning (Development Management Procedure)(England) Order 2010 (As amended).

41. That the development to which the outline permission relates shall be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last reserved matters to be approved.

Reason: Part of this permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 4(1) of the Town and Country Planning (Development Management Procedure)(England) Order 2010 (as amended).

Energy

42. That full details of the measures to achieve zero carbon energy use as defined in PPS 1 Eco Towns, through on site solutions, shall be submitted for approval at the same time as reserved matters referred to in condition 40 thereof. Should it be demonstrated to the satisfaction of the local planning authority that it is not possible to achieve zero carbon on site, a scheme for offsite mitigation in Bicester shall be provided with the first reserved matters application for a building that does not achieve zero carbon, for that portion of the energy use that cannot be met on site.

Reason: For the avoidance of doubt, to ensure that the development is carried out only as approved by the Local Planning Authority and to comply with Government Policy contained in Planning Policy Statement 1: Eco Towns

Design Code

43. A design code shall be provided covering the distribution of land uses, form of buildings, street frontage, materials, servicing, parking, sustainability features. The Design Code shall be submitted to and approved in writing by the Local Planning Authority prior to the submission of reserved matters for any element of the non-residential buildings (excluding the school site and associated buildings) and thereafter the reserved matters shall be submitted in accordance with the agreed Code.

Reason: To ensure high quality development in accordance with the advice in the National Planning Policy Framework and the Planning Policy Statement 1: Eco Towns Construction Standards for Non Residential

44. Reserved matters for the non-residential buildings shall closely follow the design approach for the local centre outlined at pages 48-50 of the design and access statement dated April 2011.

Reason: To ensure the delivery of high quality development in accordance with the requirements of the National Planning Policy Framework and Cherwell Local Plan policies C28 and C30.

45. All non-residential buildings (except the energy centre) shall be constructed to BREEAM EXCELLENT.

Reason: To support the creation of a low carbon community to achieve the requirements of Planning Policy Statement 1: Eco Towns

46. Details of the provision of high-speed broadband for the proposed offices, eco business centre and community hall shall be submitted to and approved in writing by the LPA prior to the commencement of construction of the non-residential buildings covered by this outline permission.

Reason: To support the creation of a low carbon community to achieve the requirements of Planning Policy Statement 1: Eco Towns

47. Details of the cycle parking and facilities such as lockers and showers to facilitate cycling shall be submitted with each Reserved Matter submission relating to a non-residential building and the measures thereafter shall be implemented in accordance with the approved details.

Reason: To support the delivery of modal shift to achieve the requirements of Planning Policy Statement 1: Eco Towns

48. All buildings shall be constructed with rainwater harvesting or incorporating such other agreed measures to significantly reduce water use, in accordance with an agreed scheme to be submitted and approved in writing by the local planning authority prior to commencement of construction of the relevant building. The development shall be carried out in accordance with the approved details

Reason: To support reduction in water use and to achieve the requirements of Planning Policy Statement 1: Eco Towns

49. Prior to occupation of each non-residential unit or commercial building, the building shall be provided with a 'real time information' system in accordance with details that have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To facilitate information delivery and travel information in accordance with Planning Policy Statement 1: Eco Towns

50. Prior to implementation of any reserved matter, details of the material and finishes of the external walls and roof(s) of the buildings hereby approved shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be implemented in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the completed development and to comply with Policy BE1 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

Restriction of Use

51. The maximum size of any one retail premises shall be 400m² and all other retail units shall be a maximum size of 150m². The retail units shall not be amalgamated.

Reason: To ensure the scheme serves the needs of the local residents but does not compete with the Town Centre and to comply with South East Plan policy BE1, Cherwell Local Plan Policy C28.

52. The Eco Business centre shall be used for B1 purposes only and no other use within the Town & Country Planning Use Classes Order.

Reason: In order to safeguard the amenities of the area and to comply with Policy BE1 of the South East Plan 2009 and Policies C31 and ENV1 of the adopted Cherwell Local Plan.

Conditions relating to both full and outline permission

Construction Details

53. Prior to commencement of the development, details of existing and proposed site levels shall be submitted to and approved in writing by the local planning authority. Prior to work commencing on any phase, as identified in condition 2, a plan showing the details of the finished floor levels of the proposed dwellings and/or commercial buildings in relation to existing ground levels on the site within that phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the proposed development is in scale and harmony with its neighbours and surroundings and to comply with Policy BE1 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

54. Prior to implementation, a Construction Environment Management Plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with approved CEMP.

Reason: To ensure the environment is protected during construction in accordance with policy ENV1 of the Cherwell Local Plan.

55. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.

Reason: To ensure that if any contamination is encountered during site development, it is suitably assessed and dealt with, such that it does not pose a threat to controlled waters.

56. All services serving the proposed development shall be provided underground unless details have first been submitted to and approved in writing by the Local Planning Authority. Details of any necessary above ground service infrastructure, whether or not permitted by the Town and Country Planning (General Permitted Development Order) 1995 (as amended) shall be submitted concurrently with the details of the development they serve.

Reason: To ensure the satisfactory appearance of the completed development and to comply with Policy BE1 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

57. All properties shall be constructed to meet Secured by Design standards unless otherwise agreed in writing by the Local Planning Authority.

Reason: to ensure that crime and the fear of crime are addressed and to meet the requirements of Planning Policy Statement 1: Eco Towns

58. Prior to implementation, a report shall be submitted outlining how carbon emissions from the construction process and embodied carbon have been minimised. No work shall commence until the report has been approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the plan.

Reason: To ensure the development achieves a reduced carbon footprint in accordance with Planning Policy Statement 1: Eco Towns

Highway Conditions

59. No development shall commence on site until a Construction Management Travel Plan providing full details of the phasing of the development and addressing each construction activity within each phase has been submitted to and approved in writing by the Local Planning Authority (in consultation with the Local Highway Authority). This plan is to include details of wheel washing facilities, a restriction on construction & delivery traffic during development and routes to the Exemplar development site. The approved Plan shall be implemented in full during the entire construction phase and shall reflect the measures included in the Construction Method Statement received.

Reason: In the interests of highway safety and to mitigate the impacts of the development during the construction phase and to protect the amenities of the neighbouring residents during the construction period and to comply with Policy ENV1 of the adopted Cherwell Local Plan.

60. Prior to the commencement of a phase, identified in condition 2 and notwithstanding the details shown on drawing nos. 7154 -UA001881-3 & 7155- UA001881-3 a revised plan of adoptable highways including vision splays shall be submitted to and approved in writing prior to the commencement of development of that phase. The roads, lanes and community streets shall thereafter be constructed in accordance with the proposed details.

Reason: To ensure an adequate construction and maintenance of roads, lanes and Community Streets in accordance with TR1 of the Cherwell Local Plan.

61. That prior to the commencement of on-site construction works on the Exemplar development the proposed South Entrance Works between the land and the highway and the offsite cycle links shall be formed, laid out and constructed in accordance with the Local Highway Authority's specifications and that all ancillary works specified shall be undertaken.

Reason: To ensure safe access to the site in accordance with Cherwell Local Plan policy TR1

62. Before the proposed North and South Entrances are first used the existing accesses serving the Exemplar site onto the B4100 (Banbury Road) shall be permanently stopped up by the means of full face kerbing (where appropriate), the reinstatement of the highway verge, ditch and hedge/boundary structures (fence or stone wall) and shall not be used by any vehicular traffic whatsoever.

Reason: To ensure safe access to the site in accordance with Cherwell Local Plan policy TR1

63. That no surface water from the Exemplar development shall be discharged directly onto the adjoining highway and prior to commencement of a phase identified in condition 2, a scheme in relation to that phase to prevent this occurrence shall be submitted to and approved in writing by the Local Planning Authority and constructed prior to the commencement of building operations.

Reason: In the interests of highway safety and to comply with Cherwell Local Plan policies TR1, C28 and C30

Drainage

64. Development should not be commenced until: Impact studies of the existing water supply infrastructure have been submitted to, and approved in writing by the local planning authority (in consultation with Thames Water). The studies should determine the magnitude and timing of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure the water supply infrastructure has sufficient capacity to cope with the additional demand.

65. Development shall not commence until a drainage strategy detailing any on or off site drainage works has been submitted to and approved in writing by the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed in accordance with the programme works approved as part of the strategy.

Reason: The development may lead to sewerage flooding to ensure that sufficient capacity is made available to cope with the new development and in order to avoid adverse environmental impact upon the community

66. The development shall proceed in accordance with the flood risk assessment prepared by Hyder received 24th June 2011, accompanying the application unless otherwise approved in writing by the local planning authority

Reason: To prevent the risk of flooding and to meet the requirements of the National Planning Policy Framework

67. No development approved by this permission shall begin until a scheme to avoid the risk of ground water flooding in accordance with Section 2.4.3 of the Flood Risk Assessment 3501-UA001881-UU41R-03 (Hyder, June 2011) has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To reduce the risk of flooding to the proposed development and future occupants.

68. No development approved by this permission shall begin until a scheme to provide level for level floodplain compensation in accordance with Section 3.5 of the Flood Risk Assessment 3501-UA001881-UU41R-03 (Hyder, June 2011) has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To reduce the risk of flooding to the proposed development and future occupants.

69. No development approved by this permission shall begin until a surface water drainage scheme for the site, based on sustainable drainage principles and to OCC adoptable standards, and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

The scheme shall also include:

Capacity to contain the 1 in 30 year storm event with the drainage attenuation and conveyance features.

* the ability to manage storm events up to and including the 1 in 100 year storm event (with a 30% allowance for climate change) safely on site, while avoiding risk to properties and others.

* A range of best practice sustainable drainage techniques including permeable paving, swales, basins, ponds and wetlands in accordance with the drainage strategy ref. 7501-UA001881-UP21R-02 and Section 4 of the Flood Risk Assessment 3501-UA001881-UU41R-03 (Hyder, June 2011).

* Measures to increase discharges into the local watercourses to improve local biodiversity.

* Full planting schedules utilising species of native and local provenance of each SUDs feature including proposed wetland features.

* No infiltration of surface water into the ground where there is a presence of contaminated land unless it has been demonstrated that there is no resultant unacceptable risk to controlled waters.

Reason: The drainage strategy and FRA shows that a successful scheme can be designed into this development to effectively manage and reduce flood risk, to improve water quality and improve habitat and amenity. Plans ref. 7161-03 and 7160-03 in the FRA show Surface Water pipe runs. These are indicative plans and where feasible pipe runs should be omitted in favour of ditches and swales.

Landscape & Open Space

70. The existing trees and hedges shown to be retained in the landscape strategy (drawing 8001-UA001881-04) shall be retained and properly maintained with hedges at a height of not less than 2 metres, and that any hedgerow/tree which may die within five years from the completion of the development shall be replaced during the next planting season and thereafter be maintained in accordance with this condition.

Reason: In the interests of the visual amenities of the area, to provide an effective screen to the proposed development and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

71. The translocation of hedges as shown on drawing nos. 8003-UA001881-04, 8004 UA001881-04, 8005 UA001881-04 shall commence no later than in the first planting season following the commencement of development in a phase containing such a hedge and be completed within 12 months of the commencement of such works on a hedgerow. No dwelling within 30 meters of the translocated hedgerow shall be occupied until such time as the hedge has been translocated.

Reason: In the interests of the visual amenities of the area, to provide an effective screen to the proposed development and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

72. Should any translocated hedgerow die or be removed within 5 years of the works being carried out a replacement hedge shall be planted in accordance with details that have first been submitted to and approved in writing by the Local Planning Authority. The replacement hedge shall be maintained for a minimum of five years from planting.

Reason: In the interests of the visual amenities of the area, to provide an effective screen to the proposed development and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

73. Prior to the commencement of construction the open space either side of the streams as defined on drawing 8001-UA001881-04 shall be fenced in accordance with BS 5837 to prevent the incursion of construction vehicles working elsewhere on the site or damage during construction. No service trenches, drains or other excavations shall take place within the open space unless otherwise approved in writing by the local planning authority. Where works are necessary within the open space areas relating to the adjustment of ground levels, construction of bridges, footpaths and swales, details of construction areas and adjustment of the fencing to accommodate works shall be submitted to and approved in writing prior to any work taking place within the open space area. The fencing shall thereafter be moved in accordance with the approved details and on the completion of the works the fencing shall be reinstated in the original position.

Reason: In the interests of the visual amenities of the area, to ensure the creation of a pleasant environment for the development and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

74. Prior to the commencement of construction of the relevant phase or adjoining phase, the hedge buffers and allotments shall be fenced in accordance with BS 5837 to prevent the incursion of vehicles or damage during construction. No service trenches, drains or other excavations shall take place within the hedge buffers or allotments.

Reason: In the interests of the visual amenities of the area, to ensure the creation of a pleasant environment for the development and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

75. No works or development of a phase or adjoining phase shall take place until a scheme for the protection of the retained trees (section 7, BS59837, the Tree Protection Plan) has been agreed in writing with the Local Planning Authority. This scheme shall include:

a) A plan that shows the position, crown spread and Root Protection Area (paragraph 5.2.2 of BS5837) of every retained tree in the phase as shown on drawings D01-UA001881-01, D02-UA001881-01 and D03-UA001881-01 and on neighbouring or nearby ground to the site in relation to the approved plans and particulars. The positions of all trees to be removed shall be indicated on this plan.

b) The details of each retained tree as required at paragraph 4.2.6 of BS5837 in a separate schedule.

c) A schedule of tree works for all the retained trees in paragraphs (a) and (b) above, specifying pruning and other remedial or preventative work, whether for physiological, hazard abatement, aesthetic or operational reasons. All tree works shall be carried out in accordance with BS3998, 1989, Recommendations for tree work.

d) Written proof of the credentials of the arboricultural contractor authorised to carry out the scheduled tree works.

e) The details and positions (shown on the plan at paragraph (a) above) of the Ground Protection Zones (section 9.3 of BS5837).

f) The details and positions (shown on the plan at paragraph (a) above) of the Tree Protection Barriers (section 9.2 of BS5837), identified separately where required for different phases of construction work (e.g. demolition, construction, hard landscaping). The Tree Protection Barriers must be erected prior to commencement of construction of the relevant phase commencing and remain in place, be maintained, and undamaged for the duration of that phase. No works shall take place on the next phase until the Tree Protection Barriers are repositioned for that phase.

- g) The details and positions (shown on the plan at paragraph (a) above) of the Construction Exclusion Zones (section 9 of BS5837).
- h) The details and positions (shown on the plan at paragraph (a) above) of the underground service runs (section 11.7 of BS5837).
- i) The details of any changes in levels or the position of any proposed excavations within 5 metres of the Root Protection Area (para. 5.2.2 of BS5837) of any retained tree, including those on neighbouring or nearby ground.
- j) The details of any special engineering required to accommodate the protection of retained trees (section 10 of BS5837), (e.g. in connection with foundations, bridging, and water features, surfacing)
- k) The details of the working methods to be employed with the demolition of buildings, structures and surfacing within or adjacent to the Root Protection Areas of retained trees.
- l) The details of the working methods to be employed for the installation of drives and paths within the Root Protection Areas of retained trees in accordance with the principles of "No-Dig" construction.
- m) The details of the working methods to be employed with regard to the access for and use of heavy, large, difficult to manoeuvre plant (including cranes and their loads, dredging machinery, concrete pumps, piling rigs, etc.) on site.
- n) The details of the working methods to be employed with regard to site logistics and storage, including an allowance for slopes, water courses and enclosures, with particular regard to ground compaction and phytotoxicity.
- o) The details of the method to be employed for the stationing, use and removal of site cabins within any Root Protection Areas (para. 9.2.3 of BS5837).
- p) The details of tree protection measures for the hard landscaping phase (sections 13 and 14 of BS5837).
- q) The timing of the various phases of the works or development in the context of the tree protection measures.

The scheme shall be implemented as approved.

Reason: To ensure the continued health of retained trees and in the interests of the visual amenity of the area, to ensure the integration of the development in to the existing landscape and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan

76. The applicant shall give written notice to the Local Planning Authority of 7 working days prior to carrying out the approved tree works and any operations that present a particular risk to trees (e.g. demolition within or close to a Root Protection Area (RPA), excavations within or close to a RPA, piling, etc.).

Reason: To ensure that no proposed operations impair the health of any retained trees in the interests of the visual amenity of the area, to ensure the integration of the development in to the existing landscape and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan

77. No service trenches, pipe runs or drains or any other excavation, earth movement or mounding shall be constructed within a root protection area of a tree identified for retention on drawings D01-UA001881-01, D02-UA001881-01 and D03-UA001881-01 on the site, without the prior approval in writing of the Local Planning Authority.

Reason: To ensure that the tree/trees is/are retained in a safe and healthy condition and is/are not adversely affected by construction works, in the interests of visual amenity and to comply with Policies BE1 and C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

78. No works or development shall take place until a scheme of supervision for the arboricultural protection measures has been approved in writing by the Local Planning Authority. This scheme will be appropriate to the scale and duration of the works and may include details of:

- a) Induction and personnel awareness of arboricultural matters
- b) Identification of individual responsibilities and key personnel.
- c) Statement of delegated powers.
- d) Timing and methods of site visiting and record keeping, including updates.
- e) Procedures for dealing with variations and incidents.

The Local Planning Authority may require the scheme of supervision to be administered by a qualified arboriculturist approved by the Local Planning Authority but instructed by the applicant. The scheme shall be implemented as approved.

Reason: To ensure that no proposed operations impair the health of any retained trees in the interests of the visual amenity of the area, to ensure the integration of the development in to the existing landscape and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

79. The development hereby permitted shall be carried out in accordance with the recommendations and specifications set out in the Arboricultural Method Statement (AMS) and/or the Tree Protection Plan (TPP) submitted by Hyder Consulting (UK) Ltd dated 19/11/2010 unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that no proposed operations impair the health of any retained trees in the interests of the visual amenity of the area, and to comply with Policy C4 of the South East Plan 2009 and Policy C28 of the adopted Cherwell Local Plan.

80. Notwithstanding the details submitted, prior to the commencement of the development of a phase identified in condition 2, , full details, specification and construction methods for all purpose built tree pits and associated ground level surfacing materials within that phase shall be approved in writing by the Local Planning Authority. Details must also include specifications for the installation of associated below ground, load-bearing root pits and trenches and soil type required to accommodate the planting and future development of the proposed trees. The works shall be implemented in accordance with the approved details.

Reason: To ensure that the trees are retained and maintained in a safe and healthy condition and to ensure that the adjacent roads, pavements, screen walls and any other structures are not adversely affected by the tree roots and in the interests of the visual amenities of the development and to comply with Policies BE1 and C4 of the South East Plan 2009 and Policy C28 of the Adopted Cherwell Local Plan.

Ecology

81. Prior to the commencement of construction on each phase, as defined in Condition 2, the area within that phase shall be checked by a suitably qualified ecologist to ensure that there is no presence of protected species that have moved on to the site since previous surveys have taken place and could be harmed by the development. Should protected species be found details of mitigation measures to prevent their harm shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the agreed scheme.

Reason: To mitigate the impact of the development in accordance with Planning Policy Statement 1: Eco Towns and the Sustainability Statement accompanying the application.

82. Prior to work commencing of a phase, details of a scheme for the location of bat, bird, Owl and invertebrate boxes in each phase of development will be submitted to and approved in writing by the Local Planning Authority. The bat, bird, owl and invertebrate boxes shall be installed in accordance with the approved scheme and prior to the occupation of any building on which they are agreed to be located.

Reason: To mitigate the impact of the development and provide biodiversity gain in accordance with Planning Policy Statement 1: Eco Towns

83. Prior to the commencement of development, an Ecological Construction Method Statement shall be submitted to the local planning authority and approved in writing. The method statement shall address potential impacts of development on bio-diversity, including the protection of badger set, badger habitat and bat roosts, to ensure no net loss and ensure the net biodiversity gain identified is delivered. The approved Ecological Construction Method Statement shall thereafter be implemented in accordance with the approved details.

Reason: To protect bio diversity of the site and the delivery of bio diversity gain in accordance with Planning Policy Statement: Eco Towns

84. No development of a phase, as defined by condition 2, shall begin until details of pedestrian and cycle watercourse crossings within that phase have been submitted to, and approved in writing by, the local planning authority. The approved design shall be implemented as agreed.

Reason: Plan ref. 7152 UA001881-02 shows where footpaths/cycle paths are intended to cross the watercourses on site. The bridges will need to be designed so as to avoid increased flood risk and erosion.

85. No lighting shall be provided within the stream corridor, except that necessary across the road bridges, and no external lighting shall be provided immediately adjacent that creates light overspill to the stream corridor, unless it has first been submitted to and approved in writing by the Local Planning Authority.

Reason: To maintain a dark corridor for bats and protect the bio diversity of the stream corridor in accordance with NRM5 of the South East Plan and Planning Policy Statement: Eco Towns

86. No development of a phase, as defined by condition 2 shall begin until a scheme for the provision and management of the compensatory habitat pond complex as shown on plan ref. 8001 UA001881 04 has been submitted to and agreed in writing by the local planning authority and implemented as approved. Thereafter the development shall be implemented in accordance with the approved scheme

Reason: Detailed design of the pond complex is required to ensure that it delivers biodiversity gain as required by Planning Policy Statement 1: Eco Towns.

87. Prior to any work commencing on the translocation of hedgerows, they shall be checked by an ecologist for the presence of nesting birds, hedgehogs and reptiles. Should nesting birds be present then no translocation operation shall take place until such time as nesting birds are absent. Should hedgehogs and/ or reptiles be present they shall be removed in accordance with the mitigation set out in the environmental statement prior to the translocation of the hedge.

Reason: To mitigate the impact of the development in accordance with Planning Policy Statement 1: Eco Towns and the Sustainability Statement accompanying the application.

Waste

88. Prior to the commencement of construction, a Site Waste Management Plan, which shall demonstrate how zero construction waste will be sent to landfill, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure no waste is sent to landfill to meet the requirements of the Planning Policy Statement 1: Eco Towns

Other

89. Within 6 months of the implementation of the planning permission, an Employment Implementation Plan to deliver the employment identified in the Employment Strategy shall be produced and submitted to and approved in writing by the Local Planning Authority. Thereafter the approved plan shall be implemented.

Reason: To ensure the creation of employment to achieve the requirements of Planning Policy Statement 1: Eco Towns

90. That prior to the first occupation of any phase, as defined by condition 2, fire hydrants shall be provided or enhanced in the phase in accordance with details to be first submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure sufficient access to water in the event of fire in accordance with South East Plan Policy BE1.

Informatives

1. Thames Water will aim to provide customers with minimum pressure of 10m head (approx. 1bar) and a flow rate of 9/litres per minute at the point where it leaves Thames Water's pipes. The developer should take account of this minimum pressure in the design of the proposed development.
2. The construction or alteration of any culverting or dam or weir like structure on a watercourse, such as those on this site, requires the prior written approval of the Agency under the terms of the Land Drainage Act 1991 or Water Resources Act 1991. The Environment Agency resists culverting on conservation and other grounds, and consent for such works will not normally be granted except for access crossings.
3. Flood risk modelling undertaken by a third party has been used in support of this application and the Environment Agency has applied a risk based approach to assessment of this model. The Environment Agency has not undertaken a full assessment of the fitness for purpose of the modelling and can accept no liability for any errors or inadequacies in the model.
4. Investigations by OCC's Land & Highway Records Team shows the majority of the South Entrance Works can be accommodated (again very tight) within land classed as public highway i.e. highway boundary is up to the historic hedge line along the eastern side of the B4100 (including the ditch). This boundary was established from previous highway improvements. However there is a large section of land/ditch where there is no record of the land being classed as public highway land i.e. land is in ownership/control of a third party. For the works to take place this section of the works needs the agreement of the third party/landowner so the works can be dedicated as public highway.
5. Please note the field/farm access within the North Entrance Works serves a 3rd party and their agreement is required/must be secured for the access closure to go ahead. It is likely require a replacement access will be required at the developer's expense – which must meet the appropriate standards and an appropriate new location.
6. The North Entrance Works can be accommodated within land classed as public highway i.e. highway boundary is up to the fence/stone wall boundary along the eastern side of the B4100. However these works will mean the removal of the hedge-line/vegetation along this section of the B4100. It is acknowledged the land available for the North Entrance Works is very tight and it is likely the boundary stone wall in the vicinity of the dwelling known as the Lodge will be affected – any associated damage associated with these works is the responsibility of the developer.

Summary of Reason for Grant of Permission

The Council, as local planning authority, has determined this application in accordance with the development plan unless material considerations indicated otherwise. Although contrary to the Cherwell Local Plan the development is in accordance the South East Plan 2009, policies H1 and CO1, Supplement to PPS 1:Eco Towns and the emerging draft Local Plan policy Bicester 1 and would provide a sustainable form of development. For the reasons given above and having regard to all other matters raised, the Council considers that the application should be approved and planning permission granted subject to appropriate conditions set out above.



DISTRICT COUNCIL
NORTH OXFORDSHIRE

NOTICE OF DECISION
TOWN AND COUNTRY PLANNING ACT 1990
(AS AMENDED)

NOTES TO THE APPLICANT

TIME LIMITS FOR APPLICATIONS

By virtue of Sections 91-96 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, planning permissions are subject to time limits. If a condition imposing a time limit has been expressly included as part of the permission, then that condition must be observed. Otherwise, one or other of the following time limits will apply :

Where planning permission is given in outline subject to a condition reserving certain matters for subsequent approval, application for approval of such matters reserved must be made not later than the expiration of 3 years beginning with the date of the outline planning permission and further the development to which the permission relates must be begun not later than the expiration of 2 years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last reserved matters to be approved.

Where the planning permission is complete and is not in outline, the development must be begun not later than the expiration of 3 years from the date on which permission was granted.

OTHER NECESSARY CONSENTS

This document only conveys permission or approval for the proposed development under Part III of the Town and Country Planning Act 1990 and you must also comply with all the bye-laws, regulations and statutory provisions in force in the District and secure such other approvals and permissions as may be necessary under other parts of the Town and Country Planning Act 1990 or other legislation.

In particular you are reminded of the following matters:

- The need in appropriate cases to obtain approval under the Building Regulations. **The Building Regulations may be applicable to this proposal. You are therefore advised to contact the District Council's Building Control Manager before starting work on site.**
- The need to obtain an appropriate Order if the proposal involves the stopping up or diversion of a public footpath.
- Data supplied by the National Radiological Protection Board (NRPB) and the British Geological Survey (BGS) suggests that the site of this application falls within an area which is potentially at risk from radon. This may require protective measures in order to comply with the Building Regulations if your consent relates to a new dwelling or house extension. Further advice on whether protective measures are required under the Building Regulations can be obtained by contacting the Building Control Manager on 0300 003 0200, fax 0300 003 0201 or E-mail at building.control@cherwellandsouthnorthants.gov.uk

- The need to obtain a separate "Listed Building Consent" for the demolition, alteration or extension of any listed building of architectural or historic interest from the Local Planning Authority.
- The need to make any appropriate arrangements under the Highways Act in respect of any works within the limits of a public highway. The address of the Highway Authority is Oxfordshire County Council, Speedwell House, Speedwell Street, Oxford, OX1 1NE.
- It is the responsibility of the applicant to ascertain whether his/her development affects any public right of way, highway or listed building.

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Local Planning Authority to grant permission or approval subject to conditions, you can appeal to the First Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990.

If you wish to appeal then you must do so within six months of the date of this notice. Forms can be obtained from the **Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Tel (0117) 372 8000.** The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that permission or approval for the proposed development could not have been so granted otherwise than subject to the conditions imposed by the Local Planning Authority, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

PURCHASE NOTICES

If either the Local Planning Authority or the First Secretary of State grants permission or approval for the development of land subject to conditions, the owner may claim that he/she can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the District Council. This notice will require the Council to purchase his/her interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

COMPENSATION

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is granted subject to conditions by the Secretary of State on appeal or on reference of the application to him.

These circumstances are set out in the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.

SECOND SCHEDULE

SCHEDULE OF CONDITIONS

THIRD SCHEDULE

PHASING

1. The Owner and the Developer covenant and undertake with the District Council and the County Council that they the Owner and the Developer:-
 - 1.1 will construct the Development in accordance with the Phasing Plan unless otherwise agreed in writing by the District Council and the County Council;
 - 1.2 will not construct the Development otherwise than in accordance with the Phasing Plan unless otherwise agreed in writing by the District Council and the County Council.

FOURTH SCHEDULE

AFFORDABLE HOUSING

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

Definitions

"Affordable Housing"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market
"Affordable Housing Dwellings"	the Affordable Rented Housing and the Shared Ownership Housing which together shall comprise 30% of the total number of Dwellings on the Site and which shall be constructed to the Affordable Housing Standards;
"Affordable Housing Land "	that part or parts of the Site or any building or any buildings on the Site upon or within which there will be provided Affordable Housing Dwellings as set out in the Application
"Affordable Housing Layout Plan"	means the plan setting out the layout of the Affordable Housing Dwellings attached to this Deed at Appendix 4
"Affordable Housing Mix"	the mix of type and tenure of the Affordable Housing Dwellings set out in paragraph 2 of this Schedule
"Affordable Housing Standards"	means the design criteria in addition to level 5 of the Code for Sustainable Homes with which the Affordable Housing Dwellings shall comply, namely; <ul style="list-style-type: none">• be constructed to HCA Design and Quality Standards ("D&QS"); and• Carbon Neutral as defined in 'eco-towns – A supplement to Planning Policy Statement 1'

- CABC Building for Life – silver level
- Lifetime Homes Standards
- Wheelchair adapted bungalows shall be designed to the standards laid down in the Habinteg Design Guide (2nd Edition)
- Designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings

“Affordable Rented Housing”

the housing units comprised in the Affordable Housing Dwellings the tenure of which is referred to in the National Planning Policy Framework 2012 offering flexible tenancies at a maximum of 80% of gross local market rents reflecting the properties’ size and location as verified by a valuation in accordance with the Royal Institution of Chartered Surveyors Valuation and Appraisal Standards (Fifth Edition as updated and amended from time to time) certified by a member of the Royal Institution of Chartered Surveyors and which shall be offered for rent by a Registered Provider to persons who are otherwise unable to secure private sector housing for purchase or rent in the prevailing economic circumstances and who have a need for such housing as demonstrated by their position on the District Council’s Housing Register such units to be provided in accordance with the Affordable Housing Mix (or such other mix as agreed by the District Council upon application in writing by the Registered Provider)

“Chargee”

any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the loan agreement or Law of Property Act 1925

"HCA"	means the Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008 and any successor or successors for the time being and any similar future authority carrying on substantially the same grant making functions
"Lifetime Homes Standards"	the Standards set out in Appendix 3 to this Deed of Agreement
"Local Lettings Plan"	means the plan attached hereto at Appendix 5
"Market Dwellings"	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing
"Mortgage Land"	the Affordable Housing Land or any part of it which is mortgaged or charged to the Chargee
"Registered Provider"	means a private provider of affordable housing which is designated in the register maintained by the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a <u>non-profit organisation</u> under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 and which is EITHER on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and been approved in writing by the District Council
"Shared Ownership Basis"	means affordable housing offered via the Registered Provider on a low cost home ownership basis so that the first occupier's initial share is between twenty five (25) percent and seventy five

(75) percent of the equity in the relevant housing unit and so that the remaining percentage shall be let by way of a lease in the form of the HCA model lease for shared ownership where required by the HCA for grant funding purposes, or otherwise in a form acceptable to the Registered Provider for non-grant funded shared ownership

"Shared Ownership Housing"

the housing units comprised in the Affordable Housing Dwellings provided on a Shared Ownership Basis in accordance with the Affordable Housing Mix (or such other mix as agreed by the District Council upon application in writing by the Registered Provider)

1. The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-
 - 1.1 will not construct the Development otherwise than in accordance with the Affordable Housing Layout Plan and the Affordable Housing Mix unless otherwise agreed in writing by the District Council;
 - 1.2 will not Occupy or cause or permit the Occupation of more than fifty percent per cent (50%) of the Market Dwellings in a Phase until the Affordable Housing Dwellings in that Phase have been Practically Completed;
 - 1.3 will not Occupy or cause or permit the Occupation of any Market Dwellings in a Phase until all the Affordable Housing Dwellings in the preceding Phase have been Practically Completed;
 - 1.4 will construct the Affordable Housing Dwellings in accordance with the Affordable Housing Layout Plan and the Affordable Housing Mix;
 - 1.5 will construct all the Affordable Housing Dwellings to the Affordable Housing Standards and provide to the District Council a report of progress/compliance on the completion of each 10th Affordable Housing Dwelling in the Development;
 - 1.6 will not construct the Affordable Housing Dwellings otherwise than in accordance with the Affordable Housing Standards.

Mix of Affordable Rented and Shared Ownership Housing

2. It is hereby agreed that the Affordable Housing Mix is as set out in the following table:

Type	Affordable Rented Housing	Shared Ownership Housing	Total Number
1 bed 2 person flats	6	2	8
2 bed 3 person flats	10	0	10
2 bed 4 person flats	6	4	10
2 bed 4 person wheelchair adapted bungalow	5	0	5
2 bed 4 person houses	22	10	32
3 bed 5 person wheelchair adapted bungalow	2	0	2
3 bed 5 person houses	36	7	43
4 bed 7 person houses	9	0	9
Total numbers	96	23	119

Affordable Housing Land Covenants

3. The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-
 - 3.1 will not use or cause or permit the use of the Affordable Housing Land for any purpose other than for the provision of Affordable Housing in accordance with this Deed of Agreement;
 - 3.2 will not without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Land or any part thereof or the Affordable Housing Dwellings erected thereon except to a Registered Provider provided that consent shall not be required for any mortgage or charge of the freehold or leasehold interest and provided that this shall not apply to the

tenancies being granted to any of the occupiers of individual Dwellings within either the Affordable Rented Housing or the Shared Ownership Housing; and

3.3 For the avoidance of doubt paragraphs 3.1, 3.2, 3.6 and 3.7 of this Schedule are not binding on a Chargee exercising its power of sale or a receiver appointed by a Chargee or their successors in title (other than a purchaser which is a Registered Provider) (subject to paragraph 3.4 below).

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

3.4.1 has first served written notice on the District Council of its intention to exercise its power of sale with a proposed price; and

3.4.2 has made every reasonable effort to the reasonable satisfaction of the District Council as certified in writing by the District Council's Director of Development or such other officer as the District Council may designate for such purpose (such certification not to be unreasonably withheld or delayed) over a period of three months from receipt of notification pursuant to paragraph 3.4.1 above to dispose of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Deed of Agreement to a Registered Provider or the District Council at a price sufficient to redeem the amount outstanding under the mortgage to the Chargee .

PROVIDED ALWAYS THAT in any event if upon the expiry of 3 months from the date of receipt by the District Council of the notice in paragraph 3.4.1 above and provided the steps in paragraph 3.4.2 above have been completed and no transfer of the Mortgage Land to either the District Council or a Registered Provider has completed then the Chargee shall be able to sell the Mortgage Land free from the restrictions in paragraphs 3.1, 3.2, 3.6 and 3.7

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

3.5.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or any successor in title thereto, and

3.5.2 any purchaser in respect of any dwelling constructed on the Affordable Housing Land demised or to be demised by way of shared ownership lease once "staircasing out" has been effected whereby the leaseholder acquires 100% equity share in the dwelling.

3.6 will not allocate or cause or permit to be allocated any of the Dwellings comprised in the Affordable Rented Housing other than in accordance with the terms set out in the

form of Agreement for Nomination Rights for Affordable Rented Housing in the form annexed hereto in Appendix 6 and the Local Lettings Plan; and

- 3.7 will not allocate or cause or permit to be allocated any of the Dwellings comprised in the Shared Ownership Housing other than in accordance with the terms of an Agreement for Nomination Rights for Shared Ownership Housing in the form annexed hereto in Appendix 7 and the Local Lettings Plan.

FIFTH SCHEDULE

COMMUNITY GOVERNANCE

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

- "Community Benefit" means the enhancement of the well being of those who live and/or work within the Development
- "Community Representatives" means representatives of any or all of the District Council, the County Council, the parish councils within the administrative area of the Site, occupants of the Development (residential and/or commercial) and any other persons bodies or organisations agreed by the District Council
- "Initial Management Body" ("IMB") means an initial management body created by the Owner and the Developer made up of the Owner and the Developer (and any other persons bodies or organisations agreed by the Owner and the Developer and the District Council) the objectives of such body shall include (but not be limited to):
- to act always for the Community Benefit;
 - to uphold, promote and progress low carbon living in line with the agreed performance management standards;
 - to undertake the on-Site management responsibilities arising from this Deed and the conditions attached to the Planning Permission;
 - to undertake governance capacity building, community development and community engagement in preparation for the IPB and LMO

"IMB Scheme"	means the scheme to be approved pursuant to paragraphs 1.2 and 1.3 of this Schedule
"Interim Partnership Board" "(IPB)"	<p>means a management body created by the IMB and made up of Community Representatives to provide an interim vehicle for community governance prior to the setting up of the formally constituted LMO the legal structure of which is to be approved in writing by the District Council pursuant to paragraphs 1.6 and 1.7 of this Schedule the objectives of such body shall include (but not be limited to):</p> <ul style="list-style-type: none"> • to act always for the Community Benefit; • to take on on-Site management responsibilities from the IMB in agreement with the Owner, the Developer and the District Council;
"IPB Constitution"	means the constitution of the IPB to be approved pursuant to paragraph 1.6 of this Schedule
"Local Management Body" ("LMO")	<p>means a formally constituted management body made up of Community Representatives responsible for the community governance of the NW Bicester Eco Town the legal structure and membership of which is to be approved by the District Council the objectives of such body shall include (but not be limited to):</p> <ul style="list-style-type: none"> • to act always for the Community Benefit; • to engage with and consult residents of the Development and other stakeholders in all matters relating to the community governance of the Development; • to manage, maintain, own, lease

Facilities transferred or leased or licensed to it for the Community Benefit

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

LMO Contribution

means the sum of one hundred thousand pounds (£100,000) Index Linked towards enabling the IPB to assess and develop options for the constitution and responsibilities of the LMO including (but not limited to) the cost of legal and/or financial advice and/or the commissioning of a detailed business case relating to setting up the LMO

RECITAL

1. STRATEGIC INTENT

1.1 It is the intention of the parties to this Deed to create a Local Management Organisation whose role is to promote the Community Benefit over all stages of the Development and beyond. Specifically the LMO will:

- 1.1.1 uphold, promote and progress low carbon living;
- 1.1.2 support the creation of social capital and social cohesion for Bicester;
- 1.1.3 allow those that live and work in the Development the opportunity for a direct voice (participation) in the governance of their community and how the Development's assets are managed, as well as ensuring democratic accountability through links with the existing democratic structures in the area;
- 1.1.4 have the flexibility to respond as effectively to the needs of the first pioneer occupants as to the needs of future occupants;
- 1.1.5 be equipped with the relevant professional and entrepreneurial expertise to competently manage and build on any endowments/assets (including Facilities) over time for the Community Benefit and to manage and maintain all assets (including Facilities) to the highest professional standards.

1.2 It is the intention of the parties to this Deed in the event that the parties agree that the LMO is willing and able:

1.2.1 to make available a range of Facilities for transfer lease or licence to the LMO; and

1.2.2 to provide the LMO with a balance of both Facilities that require funding to support their ongoing management and maintenance and Facilities that are able to generate funds and/or, where appropriate, commuted sums where needed to provide a balance between liabilities and income (and for the avoidance of doubt this recital does not place any obligation on any of the parties to this Deed in respect of the expenditure of monies).

2 OPERATIONAL INTENT

2.1 The parties to this Deed have the shared objective of ensuring that the LMO can be set up and operated in such a way so as to:

2.1.1 protect the Strategic Intent;

2.1.2 ensure that the LMO has a membership that is representative of the community and that decisions are made for the Community Benefit and in such a way as to be accountable to the membership of the LMO;

2.1.3 ensure that sufficient sustainable sources of funding are available or can be generated to ensure the LMO can operate and be financially self-sufficient for all of the functions and activities that it chooses to take on in the short and long term, including entrepreneurial activities;

2.1.4 not to proscribe or inhibit the LMO in the way it chooses to develop its role in the longer term and to evolve its own detailed interpretation of the Community Benefit;

2.1.5 ensure that the Owner and the Developer in delivering and managing the Facilities take consideration of the Community Benefit;

2.1.6 ensure that the LMO has access to enough information with regards to the costs of management and income streams to enable it to make properly informed decisions with regards to Facilities for which it either accepts management responsibility or is offered a transfer lease or licence of.

3 OWNER AND DEVELOPERS RIGHTS

3.1 The parties to this Deed recognise that this Deed must not unreasonably inhibit the Owner's and the Developer's ability to:

3.1.1 deliver the obligations described in this Deed in an efficient and cost effective manner in order to mitigate the impact of the Development;

- 3.1.2 deliver and manage the development wide infrastructure and Facilities in such a way as to support the attractiveness and saleability of the residential and commercial development within and directly associated with the Development;
- 3.1.3 manage the Facilities for the Community Benefit in an efficient and cost effective way;
- 3.1.4 manage the Facilities for a period long enough to provide an adequate operational history to assist in informing the LMO of the actual costs and revenues associated with the Facility or range of Facilities which the LMO may subsequently be responsible for.

4 COVENANTS

The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-

- 4.1 prior to Implementation of the Development will submit the IMB Scheme for approval to the District Council which scheme shall include (but not be limited to): (1) a programme for how the IMB will undertake on-site management responsibilities arising from this Deed and the conditions attached to the Planning Permission (2) a programme for how the IMB will carry out governance capacity building, community development and engagement (3) the management and organisational structure of the IMB (4) details of the accommodation to be provided for the IMB and its employees on Site to be provided at the expense of the Owner and the Developer (6) a programme for the transfer of responsibilities from the IMB to the Interim Partnership Board;
- 4.2 will not Implement the Development until the IMB Scheme has been approved in writing by the District Council;
- 4.3 will comply fully with the approved IMB Scheme;
- 4.4 will ensure that the IMB is established in accordance with the approved IMB Scheme prior to the Occupation of the 1st Dwelling;
- 4.5 will not cause or permit any Dwelling to be Occupied until the IMB has been established in accordance with the approved IMB Scheme;
- 4.6 prior to the Occupation of the 100th Dwelling will submit for approval to the District Council:
 - 4.6.1 the detailed proposals and form of the IPB Constitution;
 - 4.6.2 the detailed proposals for the membership and management structure of the IPB;
- 146.3 the detailed proposals for the duties and responsibilities of the IPB;

- 4.6.4 the detailed proposals for how the IPB will be financed to carry out the operations it will undertake;
- 4.6.5 a timetable and programme for the delivery of the LMO including the commissioning of a business plan to support the establishment of the LMO.
- 4.7 will not cause or permit more than 99 Dwellings to be Occupied until the details submitted pursuant to paragraph 4.6 of this Schedule have been approved in writing by the District Council;
- 4.8 will establish the IPB in accordance with the details approved by the District Council pursuant to paragraphs 4.6 and 4.7 of this Schedule prior to the Occupation of the 200th Dwelling;
- 4.9 will not cause or permit more than 199 Dwellings to be Occupied until the IPB has been established in accordance with the details approved by the District Council pursuant to paragraphs 4.6 and 4.7 of this Schedule;
- 4.10 will pay the LMO Contribution to the District Council prior to the Occupation of the 200th Dwelling;
- 4.11 will not cause or permit more than 199 Dwellings to be Occupied until the LMO Contribution has been paid to the District Council;
- 4.12 prior to Implementation will submit to the District Council for approval (1) a specification (including but not limited to layout and location) for the permanent provision of on Site accommodation for the Initial Management Body and Interim Partnership Board and the Local Management Organisation and their employees and (2) if it is not practicable to make the said permanent accommodation available from Occupation of the first Dwelling a specification (including but not limited to layout and location) for the temporary provision of on Site accommodation for the Initial Management Body and Interim Partnership Board and the Local Management Organisation and their employees ;
- 4.13 will not Implement the Development until the specification(s) submitted pursuant to paragraph 4.12 of this Schedule has been approved in writing by the District Council;
- 4.14 will Substantially Complete either the temporary or permanent accommodation approved pursuant to paragraph 4.13 of this Schedule prior to the Occupation of the 1st Dwelling and will not cause or permit any Dwellings to be Occupied until such accommodation has been Substantially Completed

PROVIDED THAT if the temporary accommodation is Substantially Completed pursuant to this paragraph the permanent accommodation approved pursuant to paragraph 4.13 above will be Substantially Completed prior to the Occupation of the 250th Dwelling and no more than 249 Dwellings will be Occupied until the said permanent accommodation has been Substantially Completed

4.15 will retain the permanent accommodation provided in accordance with paragraph 4.14 of this Schedule for the use by the Initial Management Body, the Interim Partnership Board and the Local Management Organisation in perpetuity PROVIDED THAT this clause shall not prevent the establishment of replacement accommodation for the LMO in the Community Hall (as defined in the Eighth Schedule) if approved by the District Council;

SIXTH SCHEDULE

COMMUNITY ENGAGEMENT , DEVELOPMENT & CAPACITY BUILDING

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

"the Community Development Scheme"

means a scheme for the delivery of community engagement, development, and support for sustainable lifestyles (including but not limited to low carbon lifestyles, reduced use of the private car, meeting waste reduction and recycling targets, supporting community initiatives) at the Development from first Occupation and for the entire duration of the build out of the Development or for a period of eight years from the date of first Occupation of the Development (whichever is sooner) which scheme must include:

- A structure chart outlining sufficient staffing resources to meet the requirements of the agreed Community Development Scheme to provide the following information:
 - the number of staff and status (full time/part time)
 - what they will do, where they will be located and who they will report to
 - the approximate length of their contract and/or length of contract dedicated to community development at the Development.
- Detailed proposals for the Owner's and the Developer's approach to

tenure-neutral community development to ensure consistency in service provision, equality of access and a cohesive community.

- Detailed proposals for how the Owner and the Developer will engage new residents of the Development as they occupy new homes on the Development.
- Detailed proposals for how the Owner and the Developer will engage residents of the Development in the Developer's corporate programmes including the 'regional resident executive groups', 'service improvement groups' and 'diversity panel' such approach to include details on the target number of residents to be engaged in the corporate programmes.
- Proposals for setting up a community development fund and how this will be managed and spent
- Proposals for the establishment and promotion of a range of sustainable activities for people of all ages resident in the Development through partnerships with other organisations which is likely to include:
 - provision for pregnant mothers;
 - provision for parents with new babies;
 - provision for parents with pre-school children;
 - after-school and holiday provision for school age

children;

- evening provision for young people;
- provision for senior citizens.

And provision for other relevant groups which may be specific to ethnicity and age

- Detailed proposals to facilitate sustainable opportunities for residents of the Development to meet and network to include details on social events and formal resident meetings.
- Detailed proposals for facilitating and supporting sustainable volunteering activities including engagement with existing volunteer organisations and establishing new volunteering opportunities within the Development.
- Detailed proposals to ensure the Community Development Scheme will complement and promote other initiatives and programmes to maximise outcomes for financial inclusion, employment, education and training at the Development.
- Detailed proposals to ensure the Community Development Scheme will contribute to the objectives contained within the Eco Bicester One Shared Vision document 2010
- A clear time-table for the delivery of the measures set out in the

Community Development Scheme with milestones and anticipated outcomes up to the first 100 Dwellings, which will be subject to future review and amendment and augmentation to cover the remaining 293 Dwellings.

- Detailed proposals for how the measures set out in the Community Development Scheme may be carried out by the Initial Management Body and Interim Partnership Board (if established) up to the occupation of the first 100 Dwellings which will be subject to future review and amendment and augmentation to cover proposals for the remaining 293 Dwellings, as a result of developing the scheme with stakeholder partners and residents and the Interim Partnership Board as the scheme progresses

“the Community Development Contribution”

means the sum of one hundred thousand pounds (£100,000) Index Linked towards the delivery of community engagement, development, and support for sustainable lifestyles (including but not limited to low carbon lifestyles, reduced use of the private car, meeting waste reduction and recycling targets, supporting community initiatives) at the Development (or for the delivery of the Community Development Scheme or any in part of it in the event of default by the Owner or the Developer)

The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-

- 1.1 subject to paragraph 1.4 of this Schedule will prior to Occupation of the first Dwelling submit to the District Council for approval the Community Development Scheme;
- 1.2 subject to paragraph 1.4 of this Schedule will not cause or permit any Dwelling to be Occupied until the Community Development Scheme has been submitted to and approved in writing by the District Council;
- 1.3 subject to paragraph 1.4 of this Schedule will comply fully with the approved Community Development Scheme;
- 1.4 in the event that the Owner and the Developer elect not to submit the Community Development Scheme to the District Council the Owner and the Developer will notify this to the District Council and will pay the Community Development Contribution to the District Council prior to the Occupation of the first Dwelling and will not cause or permit any Dwelling to be Occupied until the Community Development Contribution has been paid to the District Council and upon such payment the Owner and the Developer shall be released absolutely from the covenants, restrictions and obligations in this Schedule;
- 1.5 in the event that the Owner or the Developer in the reasonable opinion of the District Council fail to fully deliver a measure(s) set out in the approved Community Development Scheme in accordance with the time-table set out therein the District Council shall serve notice in writing on the Owner or the Developer giving a minimum of 28 days for the measure(s) to be delivered by the Owner or the Developer to the District Council's reasonable satisfaction. In the event that the measure(s) is (are) not delivered to the District Council's reasonable satisfaction the Owner and the Developer will pay to the District Council such amount of the Community Development Contribution as set out in Appendix 8 of this Deed within 1 month of a written request from the District Council PROVIDED THAT such amount of the Community Development Contribution shall be levied only once in respect of the relevant measure(s) that has (have) not been delivered and upon the payment of it the Owner and the Developer will be released absolutely from having to deliver the such measure(s)

and for the avoidance of doubt any payment made to the District Council pursuant to this paragraph does not absolve the Owner and the Developer from their obligation to comply fully with all other measures set out in the approved Community Development Scheme.

SEVENTH SCHEDULE

ECOLOGICAL & LANDSCAPE MANAGEMENT, OPEN SPACE, AND PLAY AREAS

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

"Allotment(s)"	means the allotments identified on the Allotments Plan to be provided on the Site in accordance with the Allotments Specification for the growing of fruit flowers trees and vegetables (in plots or communal areas)
"Allotment Commuted Sum"	means the sum of £16.07 per square metre of Allotment Index Linked (RPIX) towards the future maintenance and repair of the Allotments
"Allotments Plan"	means the plan attached to this Deed at Appendix 9
"Allotments Specification"	means the specification for the Allotments attached to this Deed at Appendix 10
"Approved Sustainable Drainage Scheme" (ASDS)	means the drainage scheme for the Site approved further to the Twenty Third Schedule and shall include the provisions of such schedule for maintenance and management of the Approved Sustainable Drainage Scheme
"Commuted Sum"	means the amount calculated in accordance with the formula set out in Appendix 11 Index Linked (RPIX) to provide for the maintenance and repair of the relevant Strategic Open Space or IOS or Play Area(s) for a period of fifteen years
"Direct Management Scheme"	means a scheme for:- <ul style="list-style-type: none">• direct management of the Strategic Open Space and/or IOS and/or Play Areas and/or Allotment(s) which shall be in accordance with the ELMP and the relevant ELMP Detailed Scheme

and paragraphs 2.9 (b) and (c) of this Schedule or in the case of an Allotment clauses 3.11 (b) and (c) of this Schedule;

- maintaining such insurances as shall be appropriate in respect of the use of the Strategic Open Space and/or IOS and/or Play Area(s) and/or Allotment(s) and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;
- providing for the charging of a Service Charge to the owners and occupiers of Dwellings within the Development sufficient to fund the management and maintenance of the Strategic Open Space and IOS and Play Areas and Allotments in accordance with the ELMP and the relevant ELMP Detailed Scheme with provision for such Service Charge to be payable to any transferee of the Strategic Open Space or IOS or Play Area(s) or Allotment(s) or to the District Council in the event that the Council are entitled to reimbursement of costs and expenses incurred pursuant to paragraph 2.9 or paragraph 3.11 of this Schedule;
- maintaining the relevant Strategic Open Space or IOS or Play Area(s) or Allotment(s) as a safe and attractive environment in accordance with the ELMP and the relevant ELMP Detailed Scheme;

- such additional services as may from time to time reasonably and properly be required in accordance with principles of good estate management; and
- arrangements for the transfer of the Strategic Open Space and/or IOS and/or Play Area(s) and/or Allotment(s) to the Local Management Organisation in the event of such Local Management Organisation being constituted and wishing to be responsible for the future management and maintenance of the Strategic Open Space and/or IOS and/or Play Area(s) and/or Allotment(s) .

"Ecological and Landscape Management Plan (ELMP)"

means a plan that sets out the overarching framework for the phasing and delivery of Strategic Open Space and IOS and Play Area(s) and Allotment(s) and other green infrastructure on a Phase by Phase basis and a long term management and maintenance regime for the Strategic Open Space and IOS and Play Area(s) and Allotment(s) and other green infrastructure including management for ecological benefit submitted for approval to the District Council pursuant to paragraph 1.1 of this Part of this Schedule

"Highway Easements"

means the easements referred to in Part 3 (drainage easements and associated rights) and Part 4 (Bridges inspection and maintenance) of the Eighteenth Schedule and the related covenants referred to in Parts 3 and 4 of the Eighteenth Schedule

"Highway Easement Areas"

means the easement areas referred to in

	Parts 3 and 4 of Eighteenth Schedule
"Incidental Open Space" ("IOS")	means any area(s) of open space and landscaping comprised in the Development which are not Strategic Open Space
"Local Management Organisation"	means the local management organisation to be established pursuant to the Fifth Schedule of this Deed
"Play Areas"	means the play areas identified on the Play Areas Plan to be provided on the Site in accordance with the ELMP
"Play Areas Plan"	means the plan attached to this Deed at Appendix 12
"RoSPA"	means the Royal Society for the Prevention of Accidents or if it no longer exists such other body or organisation undertaking the same or similar functions from time to time
"Service Charge"	means an annual or other periodic charge imposed on owners and occupiers of Dwellings as a contribution to the costs of managing maintaining and repairing the Strategic Open Space and IOS and Play Area(s) and Allotment(s)
"Strategic Open Space"	means areas identified as strategic open space on the Strategic Open Space Plan
"Strategic Open Space Plan"	means the plan attached to this Deed at Appendix 13

1. The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-
 - 1.1 will submit the ELMP for approval to the District Council prior to the Implementation of the Development and will not Implement the Development or cause or permit the Development to be Implemented until there has been submitted to in writing and approved by the District Council in writing the ELMP
 - 1.2 will lay out the Strategic Open Space in accordance with the Phasing Plan unless otherwise agreed in writing by the District Council PROVIDED THAT nothing in this paragraph 1.2 shall prevent implementation of the ASDS or the Spine Road (as

- defined in the Eighteenth Schedule) in accordance with the Twenty Third and Eighteenth Schedules respectively if this requires earlier implementation;
- 1.3 will not lay out the Strategic Open Space otherwise than in accordance with the Phasing Plan unless otherwise agreed in writing by the District Council ;
 - 1.4 will submit to the District Council for approval prior to the Construction of any Dwelling in a Phase a scheme (an "ELMP Detailed Scheme") detailing the provision of Strategic Open Space and IOS and Play Area(s) and other green infrastructure in that Phase in accordance with the ELMP and which scheme shall include (1) a timetable for carrying out the works and the planting comprised in the laying out and landscaping of each area of Strategic Open Space and IOS and Play Area(s) in that Phase (2) detailed provisions for the maintenance of each area of Strategic Open Space and IOS and Play Area(s) in that Phase following its completion, such maintenance to include regular inspection; (3) a specification for the Play Area(s) in that Phase; and (4) insurance of risks associated with the use and occupation of the Strategic Open Space and IOS and Play Area(s) in that Phase to the satisfaction of the District Council
 - 1.5 will not cause or permit any Dwellings in a Phase to be Constructed until the ELMP Detailed Scheme relating to that Phase has been approved in writing by the District Council;
 - 1.6 will not at any time use the Strategic Open Space or IOS or Play Areas or Allotments or any part of it or cause or permit the Strategic Open Space or IOS or Play Areas or Allotments to be used for any purpose other than as open space or amenity areas or play areas or habitat corridors or incidental open space or allotments as appropriate and it is agreed that the words "any purpose" shall include using the subsoil of the Strategic Open Space or the IOS or Play Areas or Allotments for the laying of services (unless so agreed by the District Council in approving any conditions pursuant to the Planning Permission or otherwise) and using the Strategic Open Space or the IOS or Play Areas or Allotments (or the site thereof) for the storage of materials, the parking of cars and/or any other vehicles or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation;
 - 1.7 will not grant or cause or permit to be granted any rights or easements over any part of the Strategic Open Space or the IOS or Play Areas or Allotments without the prior written consent of the District Council;
 - 1.8 will lay out and landscape the Strategic Open Space and the IOS and the Play Areas in each Phase in accordance with the ELMP and the ELMP Detailed Scheme relating to that Phase and to the reasonable satisfaction of the District Council;
 - 1.9 will comply with any reasonable instructions given to them by the District Council for the purpose of ensuring that the Strategic Open Space and the IOS and the Play

Areas in each Phase is laid out, landscaped and equipped in accordance with the ELMP and the ELMP Detailed Scheme relating to that Phase;

- 1.10 will lay out and complete the Strategic Open Space (and any Play Area located therein) in each Phase in accordance with the ELMP and the ELMP Detailed Scheme relating to that Phase and to the reasonable satisfaction of the District Council as evidenced by the issue by the District Council of a Certificate of Practical Completion prior to the Occupation of 50 Dwellings in that Phase and will not cause or permit more than 49 Dwellings in a Phase to be Occupied until the Strategic Open Space (and any Play Area located therein) in that Phase has been laid out and completed in accordance with the ELMP and the ELMP Detailed Scheme relating to that Phase and the District Council have issued a Certificate of Practical Completion in respect of such Strategic Open Space (and any Play Area located therein);
- 1.11 will lay out and complete the IOS in each Phase in accordance with the ELMP and the ELMP Detailed Scheme relating to that Phase and to the reasonable satisfaction of the District Council as evidenced by the issue by the District Council of a Certificate of Practical Completion prior to the Occupation of any Dwelling within 30 metres of that IOS and will not cause or permit any Dwelling within 30 metres of that IOS to be Occupied until that IOS has been laid out and completed in accordance with the ELMP and the relevant ELMP Detailed Scheme and the District Council have issued a Certificate of Practical Completion in respect of such IOS;
- 1.12 will lay out and complete any Play Area not located within the Strategic Open Space in a Phase in accordance with the ELMP and the ELMP Detailed Scheme relating to that Phase and to the reasonable satisfaction of the District Council as evidenced by the issue by the District Council of a Certificate of Practical Completion prior to the Occupation of any Dwelling within 30 metres of that Play Area and will not cause or permit any Dwelling within 30 metres of any Play Area not located within the Strategic Open Space to be Occupied until that Play Area has been laid out in accordance with the ELMP and the relevant ELMP Detailed Scheme and the District Council have issued a Certificate of Practical Completion in respect of such Play Area;
- 1.13 upon completion of the laying out and completion of the Strategic Open Space and IOS and Play Area in a Phase will seek the approval of the District Council to provision of the Open Space and IOS and Play Area in that Phase in accordance with clause 9 of this Deed;
- 1.14 will provide to the District Council prior to the issue of the Practical Completion Certificate in respect of each area of Strategic Open Space and Play Area a RoSPA post installation report and Risk Assessment for that Strategic Open Space and Play Area (which RoSPA report and Risk Assessment must be satisfactory to the District Council (acting reasonably)) and thereafter will provide a satisfactory RoSPA report in respect of the area of Strategic Open Space and Play Area annually until the date of

transfer of the area of Strategic Open Space and Play Area to the District Council (or the District Council's Nominee or the LMO as applicable in accordance with this Schedule) none of which RoSPA reports shall be more than eleven months old at the date it is provided to the District Council or otherwise and which must be satisfactory to the District Council (acting reasonably);

- 1.15 will provide an unrestricted right of access for the general public to each area of Strategic Open Space and IOS and each Play Area at all times following the issue of the Practical Completion Certificate;
- 1.16 will not let lease gift or sell the Strategic Open Space the IOS the Allotment(s) or the Play Area(s) otherwise than to the District Council or the District Council's Nominee or the Local Management Organisation as applicable in accordance with this Schedule

2.

2.1 Within two months of the date on which the Certificate of Practical Completion is issued in relation to an area of Strategic Open Space or IOS or Play Area the Owner and the Developer shall subject to paragraph 2.3 below either:

2.1.1 notify the District Council that they intend to manage and maintain that Strategic Open Space or IOS or Play Area directly and recover the annual costs of such management and maintenance through a Service Charge; or

2.1.2 notify the District Council that they intend to offer to transfer the relevant area of Strategic Open Space or IOS or Play Area to the District Council or the District Council's Nominee following the issue of a Certificate of Final Completion in relation to such Strategic Open Space or IOS or Play Area on the terms of the Twenty Fourth Schedule and the draft transfer attached at Appendix 35

and in default of such notification or offer the Owner and the Developer shall not occupy or cause or permit the Occupation of any further Dwellings within the Phase served by the Strategic Open Space or IOS or Play Area until such notification or offer is given;

2.2.1 In the event that the Owner and the Developer elect to manage and maintain an area of Strategic Open Space or IOS or Play Area directly at the same time as giving notice of such election pursuant to paragraph 2.1.1 above, the Owner and the Developer shall submit to and secure the approval of the District Council to a Direct Management Scheme in respect of that Strategic Open Space or IOS or Play Area.

2.2.2 The Owner and the Developer shall subject to paragraph 2.3 below continue to be responsible for maintaining the relevant area of Strategic Open Space or IOS or Play Area in full accordance with the approved Direct Management Scheme and the ELMP and the relevant ELMP Detailed Scheme and to a standard to enable its continuing use for public informal or incidental open space or amenity areas or play areas as

appropriate until such time if any that there is a transfer of the relevant area of Strategic Open Space or IOS or Play Area pursuant to paragraph 2.3 or 2.5 below

2.3 In the event that:

2.3.1 the Local Management Organisation has been duly constituted; and

2.3.2 has served written notice on the Owner and the Developer of its wish to be responsible for the future management and maintenance of the Strategic Open Space or the IOS or the Play Area(s) referred to in such notice;

the Owner and the Developer shall within 3 months of such written notice transfer the area of Strategic Open Space or IOS or Play Area(s) referred to in the written notice to the Local Management Organisation on the terms of the Twenty Fourth Schedule and the draft transfer attached at Appendix 35 and subject to a restrictive covenant that the Open Space or IOS or Play Area(s) shall not be used, other than for public informal or incidental open space or amenity areas or play areas as appropriate and in default of such transfer, the Owner and the Developer shall not occupy or cause or permit the Occupation of any further Dwellings within the Phase served by the Strategic Open Space or IOS or Play Area(s) until such transfer is effected save where the Local Management Organisation unilaterally withdraws before the transfer completes in which case the Owner and the Developer shall (subject to the following proviso in this paragraph 2.3.2) be released from such restriction on Occupation PROVIDED ALWAYS THAT the Owner and the Developer shall continue to be responsible for maintaining the relevant area of Strategic Open Space or IOS or Play Areas(s) in accordance with the approved Direct Management Scheme and the ELMP and the relevant ELMP Detailed Scheme and to a standard to enable its continuing use for public informal or incidental open space or amenity areas or play areas as appropriate through direct management and will ensure that such Strategic Open Space or IOS or Play Area(s) is retained for public informal or incidental open space or amenity areas or play areas as appropriate

2.4 On any transfer pursuant to paragraph 2.3 above, the Owner and the Developer shall either:

2.4.1 pay to the Local Management Organisation the appropriate Commuted Sum; or

2.4.2 put in place legally enforceable arrangements for the Local Management Organisation to receive the Service Charge in perpetuity

2.5 if the Owner and the Developer elect to offer to transfer an area of Strategic Open Space or IOS or the Play Area(s) to the District Council or its Nominee following the issue of a Certificate of Final Completion on acceptance of the offer the Owner and the Developer shall transfer the relevant area of Strategic Open Space or IOS or Play

Area(s) to the District Council or its Nominee subject to a restrictive covenant that the Strategic Open Space or IOS or Play Area(s) shall not be used other than for public informal or incidental open space or amenity areas or play areas as appropriate

PROVIDED ALWAYS that the District Council or its Nominee shall not be obliged to enter into a transfer other than on the terms of the Twenty Fourth Schedule and the draft transfer attached at Appendix 35

2.6 if the District Council has not accepted the offer referred to in paragraph 2.5 of this Part of this Schedule within 28 days of it being made or if having accepted the offer fails to complete a transfer within 4 months of the date of the original offer then the Owner and the Developer shall continue to be responsible for maintaining the relevant area of Strategic Open Space or IOS or Play Area(s) in accordance with the approved Direct Management Scheme and the ELMP and the relevant ELMP Detailed Scheme and to a standard to enable its continuing use for public informal or incidental open space or amenity areas or play areas as appropriate either through direct management or transfer to the LMO (subject to paragraphs 2.3 and 2.4) and will ensure that such Strategic Open Space or IOS or Play Area(s) is retained for public informal or incidental open space or amenity areas or play areas as appropriate;

2.7 in the event that the Owner and the Developer:-

2.7.1 elect to transfer an area of Strategic Open Space or IOS or Play Area(s) to the District Council or its Nominee; and

2.7.2 complete a transfer pursuant to paragraph 2.5 above

the Owner and the Developer will pay to the District Council or its Nominee the appropriate Commuted Sum on the transfer of each area of Strategic Open Space or IOS or Play Area(s) to the District Council or its Nominee or put in place legally enforceable arrangements for the District Council or its Nominee to receive the Service Charge in perpetuity

PROVIDED THAT the Commuted Sum payable to the District Council on transfer shall be reduced by one fifteenth ($1/15^{\text{th}}$) for each complete year that the Owner and the Developer has maintained the Strategic Open Space or IOS or Play Area(s) in accordance with the approved Direct Management Scheme and the ELMP and the ELMP Detailed Scheme following the issue by the District Council of the Certificate of Final Completion FURTHER PROVIDED THAT on any transfer of Strategic Open Space or IOS or Play Area(s) to the District Council a minimum Commuted Sum in respect of five years maintenance of the area to be transferred will be paid to the District Council.

- 2.8 The District Council agrees with the Owner and the Developer that the Commuted Sum (if paid) shall not be used other than towards the future maintenance of the Strategic Open Space or IOS or Play Area(s) as appropriate.
- 2.9 In the event that the Owner and the Developer are required to continue to manage and maintain an area of Strategic Open Space or IOS or Play Area(s) pursuant to the provisions of this Schedule the Owner and the Developer covenant that they shall thereafter:-
- (a) carry out or procure the carrying out of the management and maintenance of the area of Strategic Open Space or IOS or Play Area(s) in accordance with the approved Direct Management Scheme and the ELMP and the relevant ELMP Detailed Scheme at their own expense (which for the avoidance of doubt may include use of a Service Charge) and for the Community Benefit; and
 - (b) ensure that the area of Strategic Open Space or IOS or Play Area(s) continues to be made available for use by members of the public save in relation to habitat corridors or other such areas as are required to be protected from public access on ecological grounds; and
 - (c) not use or permit the use of the area of Strategic Open Space or IOS or Play Area(s) otherwise than for the purpose for which it was provided or constructed in accordance with the provisions of the Planning Permission and the provisions of this Deed

PROVIDED ALWAYS that in the event that the Owner and the Developer are in material breach of these covenants the District Council may enter on to the Site and the area of Strategic Open Space or IOS or Play Area(s) together with relevant personnel and equipment to ensure the performance of the obligations contained in those covenants and shall be entitled to full reimbursement by the Owner or the Developer of all costs and expenses incurred in performing the said obligations.

3.

- 3.1 The Owner and the Developer will lay out Service and Substantially Complete each Allotment to the reasonable satisfaction of the District Council as evidenced by the issue by the District Council of a Practical Completion Certificate prior to the Occupation of any Dwelling within 30 metres of that Allotment and will not cause or permit any Dwelling within 30 metres of an Allotment to be Occupied until that Allotment has been laid out and Serviced and Substantially Completed and the District Council have issued a Practical Completion Certificate in respect of it;
- 3.2 Upon completion of the laying out Serving and Substantial Completion of each Allotment the Owner and the Developer shall seek the approval of the District Council to provision of the Allotment in accordance with clause 9 of this Deed;

3.3 Within 2 months of the date on which the Certificate of Practical Completion is issued in relation to an Allotment the Owner and the Developer shall subject to paragraph 3.5 below either:

3.3.1 notify the District Council that they intend to manage and maintain that Allotment directly and, recover the annual costs of such management and maintenance through a Service Charge (which for the avoidance of doubt may include an element of reasonable allotment rents); or

3.3.2 notify the District Council that they intend to offer to transfer the Allotment to the District Council or the District Council's Nominee following the issue of a Certificate of Final Completion on the terms of the Twenty Fourth Schedule and the draft transfer attached at Appendix 35

and in default of such notification or offer the Owner and the Developer shall not occupy or cause or permit the Occupation of any further Dwellings within the Phase within which the Allotment is located until such notification or offer is given;

3.4.1 In the event that the Owner and the Developer elect to manage and maintain an Allotment directly at the same time as giving notice of such election pursuant to paragraph 3.3.1 above, the Owner and the Developer shall submit to and secure the approval of the District Council to a Direct Management Scheme in respect of the Allotment.

3.4.2 The Owner and the Developer shall continue to be responsible for maintaining the relevant Allotment in full accordance with the approved Direct Management Scheme and the ELMP until such time if any that there is a transfer of the relevant Allotment pursuant to paragraph 3.5 or 3.7 below

3.5 In the event that:

3.5.1 the Local Management Organisation has been duly constituted; and

3.5.2 has served written notice on the Owner and the Developer of its wish to be responsible for the future management and maintenance of the Allotment referred to in such notice;

the owner and the Developer shall within 3 months of such written notice transfer the area of Allotment referred to in the written notice to the Local Management Organisation on the terms of the Twenty Fourth Schedule and the draft transfer attached at Appendix 35 and subject to a restrictive covenant that the Allotment shall not be used, other than for allotments and in default of such transfer, the Owner and the Developer shall not occupy or cause or permit the Occupation of any further Dwellings within the Phase served by the Allotment until such transfer is effected save where the Local Management Organisation unilaterally withdraws before the transfer completes in which case the Owner and the Developer shall (subject to the

following proviso in this paragraph 3.5.2) be released from such restriction on Occupation PROVIDED ALWAYS THAT the Owner and the Developer shall continue to be responsible for maintaining the relevant area of Allotment in accordance with the approved Direct Management Scheme and the ELMP and to a standard to enable its continuing use as allotments through direct management and will ensure that such Allotment is retained for use as allotments.

3.6 On any transfer pursuant to paragraph 3.5 above, the Owner and the Developer shall either:

3.6.1 pay to the Local Management Organisation the appropriate Allotment Commuted Sum; or

3.6.2 put in place legally enforceable arrangements for the Local Management Organisation to receive the Service Charge in perpetuity.

3.7 if the Owner and the Developer elect to offer to transfer an Allotment to the District Council or its Nominee following the issue of a Certificate of Final Completion on acceptance of the offer the Owner and the Developer shall transfer the Allotment to the District Council or its Nominee subject to a restrictive covenant that the Allotment shall not be used other than as allotments

PROVIDED ALWAYS that the District Council or its Nominee shall not be obliged to enter into a transfer other than on the terms of the Twenty Fourth Schedule and the draft transfer attached at Appendix 35

3.8 if the District Council has not accepted the offer referred to in paragraph 3.3.2 of this Schedule within 28 days of it being made or if having accepted the offer fails to complete a transfer within 4 months of the date of the original offer then the Owner and the Developer shall continue to be responsible for maintaining the Allotment in accordance with the approved Direct Management Scheme and the ELMP and to a standard to enable its continuing use as allotments either through direct management or transfer to the LMO (subject to paragraphs 3.5 and 3.6) and will ensure that such Allotment is retained for use as allotments;

3.9 in the event that the Owner and the Developer:-

3.9.1 elect to transfer an Allotment to the District Council or its Nominee; and

3.9.2 complete a transfer pursuant to paragraph 3.7 above

the Owner and the Developer will pay to the District Council or its Nominee the appropriate Allotment Commuted Sum on the transfer of each area Allotment to the District Council or its Nominee or put in place legally enforceable arrangements for the District Council or its Nominee to receive the Service Charge in perpetuity

PROVIDED THAT the Allotment Commuted Sum payable to the District Council on transfer shall be reduced by one fifteenth (1/15th) for each complete year that the Owner and the Developer has maintained the Allotment(s) in accordance with the approved Direct Management Scheme and the ELMP following the issue by the District Council of the Certificate of Final Completion FURTHER PROVIDED THAT on any transfer of Allotment(s) to the District Council a minimum Allotment Commuted Sum in respect of five years maintenance of the area to be transferred will be paid to the District Council.

3.10 The District Council agrees with the Owner and the Developer that the Allotment Commuted Sum (if paid) shall not be used other than towards the future maintenance of the Allotments.

3.11 in the event that the Owner and the Developer are required to continue to manage and maintain an Allotment pursuant to the provisions of this Schedule the Owner and the Developer covenant that they shall thereafter:-

- (a) carry out or procure the carrying out of the management and maintenance of the Allotment in accordance with the approved Direct Management Scheme and the ELMP at their own expense (which for the avoidance of doubt may include use of a Service Charge and reasonable allotment rents) and for the Community Benefit; and
- (b) ensure that the Allotment continues to be made available for use as allotments; and
- (c) not use or permit the use of the Allotment otherwise than for the purpose for which it was provided or constructed in accordance with the provisions of the Planning Permission and the provisions of this Deed

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

Sustainable Drainage and Highway Easements.

4.1 The Strategic Open Space the Incidental Open Space and the Play Areas will include the Highway Easement Areas and the site of the ASDS and the provisions of this Schedule shall be applied so that they do not prohibit restrict or adversely affect the ASDS or the Highway Easements.

4.2 Without limitation to the generality of paragraph 4.1 the parties to this Deed agree that definitions of the Direct Management Scheme, Ecological and Landscape

Management Plan and ELMP Detailed Scheme and the provisions of paragraphs 1 and 2 of this Schedule shall take effect subject to the following:

- 4.2.1 the provisions of the Direct Management Scheme, ELMP and any ELMP Detailed Scheme shall accord with and accommodate the Highway Easements and the ASDS and the Owner and the Developer covenant with the County Council that they shall consult with the County Council over the contents of the Direct Management Scheme, ELMP and any ELMP Detailed Scheme for the purpose of ensuring compliance with the Highway Easements and the ASDS. The Owner and the Developer shall not implement any such scheme or plan unless the County Council has been consulted.
- 4.2.2 All references to authorised use and/or purposes of the Strategic Open Space, the IOS or the Play Areas, standards for use and restrictions as to use of the Strategic Open Space or the IOS or the Play Areas shall be construed as encompassing or as applicable permitting use for the purposes of the ASDS and of the Highway Easements and for the avoidance of doubt the District Council acknowledges that the ASDS may encompass the installation of drainage pipes in the Strategic Open Space or the IOS (but not the Play Areas) PROVIDED THAT the location of such drainage pipes are first approved by the District Council pursuant to paragraph 1.6 of this Schedule and the ASDS maintenance provisions and Highway Easements may encompass the storage of materials, provision of contractors' compounds and the parking of vehicles and such use shall not constitute a breach of paragraph 1.6 above
- 4.2.3 Controls on the grant of easements and disposal of any interest in the Strategic Open Space the IOS or the Play Areas shall not restrict in any way the grant of the Highway Easements, the access arrangements contained in the Twenty Third Schedule or the option for the transfer of the Ponds (as defined in the Twenty Third Schedule) and associated easements.
- 4.2.4 Any disposal of any interest in the Strategic Open Space the IOS or the Play Areas (including any disposal to the District Council) which affects the site of the ASDS or the Highway Easement Areas shall be made subject to the provisions of the Section 38 agreements for the Spine Road relating to the grant of Highway Easements and the option provisions contained in the Twenty Third Schedule including the provisions of Part 3 of the Twenty Fourth Schedule and (and if so required shall include covenants in favour of the County Council to comply with all such provisions of the Section 38 agreements and the option provisions).

4.2.5 Any requirement that the Strategic Open Space, the IOS or the Play Areas shall be made available for public access will be subject to the limitation that such access may be restricted to facilitate safe effective and efficient maintenance of the ASDS and/or the Bridges (as defined in the Eighteenth Schedule)

EIGHTH SCHEDULE

NON-RESIDENTIAL RETAIL/OFFICE/NURSERY/COMMUNITY HALL/PUBLIC HOUSE

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

"the Ancillary Retail Stores"	means the ancillary retail stores to be provided on Site as part of the Development the precise location of which will be determined by approval of Reserved Matters
"the Community Hall"	means a permanent building measuring not less than 350 square metres in size for community activities to be provided on Site as part of the Development in a location to be determined by approval of Reserved Matters and of a design which adheres to the Community Hall Specification
"the Community Hall Commuted Sum"	means the sum of fifty three thousand one hundred and forty six pounds £53,146.00 Index Linked for the maintenance of the Community Hall
"the Community Hall Specification"	means the specification for the Community Hall attached at Appendix 14 of this Deed
"the Local Food Specification"	means the specification attached to this Deed at Appendix 15 setting out inter alia measures to make available for sale from the stores in the Development food produced locally
"the Nursery"	means a permanent building measuring not less than 350 square metres in size for learning and/or educational and/or care facilities for children under five years old to be provided on Site as part of the Development in a location to be determined by approval of Reserved Matters
"the Offices"	means office accommodation for a use within class B1(a) of Part 2 of Schedule 1 to the

"the Public House"	<p>Town and Country Planning (Use Classes) Order 1987 to be provided on Site as part of the Development in a location to be determined by approval of Reserved Matters</p> <p>means a permanent building for use as a public house measuring not less than 190 square metres in size (unless otherwise agreed by the District Council) to be provided on Site as part of the Development in a location to be determined by approval of Reserved Matters</p>
"the Retail Store"	<p>means the retail store to be provided on Site as part of the Development the precise location of which will be determined by approval of Reserved Matters</p>
"the Temporary Community Facility"	<p>means an on-Site dwelling or temporary structure to be used as a temporary community facility which is to be provided in accordance with a specification submitted to and approved in writing by the District Council</p>

1. The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-
 - 1.1 will submit a planning application to the District Council for the Retail Store and the Community Hall within 12 months of the Implementation of the Development or by the Occupation of 100 Dwellings (whichever is sooner) and will not cause or permit more than 100 Dwellings to be Occupied until a planning application for the Retail Store and Community Hall has been submitted to the District Council;
 - 1.2 will submit a strategy for the marketing of the Retail Store to the District Council for approval in conjunction with the planning application for the Retail Store submitted pursuant to paragraph 1.1 above and in any event within 12 months of the Implementation of the Development or by the Occupation of 100 Dwellings (whichever is sooner) and will not cause or permit more than 100 Dwellings to be Occupied until the strategy for the marketing of the Retail Store has been submitted to and approved in writing by the District Council;
 - 1.3 will market the Retail Store in accordance with the strategy approved by the District Council pursuant to paragraph 1.2 of this Schedule;

- 1.4 will Service and Substantially Complete the Temporary Community Facility prior to the Occupation of 50 Dwellings and will not cause or permit more than 49 Dwellings to be Occupied until the Temporary Community Facility has been Serviced and Substantially Completed to the reasonable satisfaction of the District Council;
- 1.5 will retain the Temporary Community Facility for use by the residents of the Development until such time as the Community Hall has been Substantially Completed;
- 1.6 will Service and Substantially Complete the Retail Store prior to the Occupation of 250 Dwellings and will not cause or permit more than 249 Dwellings to be Occupied until the Retail Store has been Serviced and Substantially Completed to the reasonable satisfaction of the District Council;

PROVIDED THAT the above restriction will cease to apply if prior to the occurrence of the said restriction an interim scheme for temporary provision of retail facilities to meet the day to day needs of the residents of the Development (such scheme to include a programme for the permanent provision of the Retail Store) has been submitted to and approved in writing by the District Council and such temporary facilities have been made available for use by the residents of the Development in accordance with the approved scheme and FURTHER PROVIDED THAT if such temporary facilities are provided the permanent Retail Store will be Substantially Completed prior to the Occupation of 350 Dwellings and no more than 349 Dwellings will be Occupied until the permanent Retail Store has been Substantially Completed to the reasonable satisfaction of the District Council.

- 1.7 will Service and Substantially Complete the Community Hall in accordance with the Community Hall Specification and to the reasonable satisfaction of the District Council as evidenced by the issue by the District Council of a Certificate of Practical Completion prior to the Occupation of 250 Dwellings and will not cause or permit more than 249 Dwellings to be Occupied until the Community Hall has been Serviced and Substantially completed in accordance with the Community Hall Specification and the District Council has issued a Certificate of Practical Completion in respect of it;
- 1.8 will comply with any reasonable instructions given them by the District Council for the purpose of ensuring that the Community Hall is completed in accordance with the Community Hall Specification;
- 1.9 will upon completion of the Community Hall seek the approval of the District Council to the provision of the Community Hall in accordance with clause 9 of this Deed;
- 1.10 will following a written request from the District Council make an irrevocable offer to transfer the Community Hall to the District Council (or such other person/body as the District Council may direct) and on acceptance of that offer by the District Council (or

such other person/body) will transfer the Community Hall to the District Council (or such other person/body as the District Council may direct) within 28 days of the District Council's (or the other person/body's) acceptance of the offer such transfer to be in accordance with the terms of the Twenty Fourth Schedule and the draft transfer attached at Appendix 34 subject to a restrictive covenant that the Community Hall shall not be used other than for the purposes of community recreation or leisure activities;

- 1.11 will on the transfer of the Community Hall to the District Council (or to such person/body as the District Council may direct) pay to the District Council (or such other person/body as the District Council may direct) the Community Hall Commuted Sum;
- 1.12 will at all times prior to the transfer of the Community Hall to the District Council (or as the District Council may direct) upon reasonable notice permit the District Council's officers servants and agents to enter into the Community Hall and any other necessary part of the Site and will allow them access to do so for the purpose of inspecting the Community Hall;
- 1.13 If the District Council has not accepted the offer referred to in paragraph 1.10 above within 28 days of it being made or if having accepted the offer fails to complete a transfer within 4 months of the date of the original offer then the Owner and the Developer shall continue to be responsible for maintaining the Community Hall in accordance with the Community Hall Specification and to a standard to enable its continuing use for community activities and will ensure that the Community Hall is retained for the purposes of community activities

PROVIDED ALWAYS that in the event that the Owner and the Developer are in material breach of this covenant the District Council may enter onto the Site and the Community Hall together with relevant personnel and equipment to ensure the performance of the obligations contained in this covenant and shall be entitled to full reimbursement by the Owner and the Developer of all costs and expenses incurred in performing the said obligations.

- 1.14 will submit strategies for the marketing of the Offices, the Nursery, the Public House, and the Ancillary Retail Stores to the District Council for approval in conjunction with the planning applications for the Offices, the Nursery, the Public House and the Ancillary Retail Stores as applicable;
- 1.15 will Substantially Complete the Offices, Nursery and the Ancillary Retail Stores prior to the Occupation of 350 Dwellings and will not cause or permit more than 349 Dwellings to be Occupied until the Offices, Nursery, and Ancillary Retail Stores have been Substantially Completed to the reasonable satisfaction of the District Council

and the strategies submitted pursuant to paragraph 1.14 of this Schedule have been approved in writing by the District Council;

- 1.16 will market the Offices, the Nursery, the Public House and the Ancillary Retail Stores in accordance with the strategies approved by the District Council pursuant to paragraph 1.14 of this Schedule;
- 1.17 will ensure the site for the Public House is available for use as a public house and market the site for use as a Public House in accordance with the approved strategy until the Public House is developed or for no less than five years following completion of the Development (whichever is the sooner);
- 1.18 will comply fully with the Local Food Specification;

NINTH SCHEDULE

ECO BUSINESS CENTRE SITE

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

"the Eco Business Centre Site" means the site for the proposed eco business centre including car parking areas to be located on the Site as part of the Development the precise location of which will be determined by approval of Reserved Matters and in the event that such Reserved Matters have not been approved prior to the Occupation of 100 Dwellings the Eco Business Centre Site shall be in the location shown on the plan attached to this Deed at Appendix 38

1. The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-
 - 1.1 will Service the Eco Business Centre Site and make an irrevocable offer to transfer the Serviced Eco Business Centre Site to the District Council (or such other person/body as the District Council may direct) prior to the Occupation of 100 Dwellings and on acceptance of that offer by the District Council (or such other person/body as the District Council may direct) will transfer the Serviced Eco Business Centre Site to the District Council (or such other person body as the District Council may direct) within 28 days of the District Council's (or the other person/body's) acceptance of the offer such transfer to be in accordance with the terms of the Twenty Fourth Schedule and the draft transfer in Appendix 34 subject to a restrictive covenant that the Eco Business Centre Site shall not be used other than for the purposes of an eco business centre or such other purpose that benefits the Development as the Owner and the Developer and the District Council may agree;
 - 1.2 will not cause or permit more than 99 Dwellings to be Occupied until the Owner and the Developer has made an irrevocable offer to transfer the Serviced Eco Business Centre Site to the District Council (or such other person/body as the District Council may direct) in accordance with paragraph 1.1 of this Schedule and if such transfer is not executed as a deed by the Owner and the Developer (and anyone else with an interest in the land in question) and delivered to the District Council within 28 days of the District Council's acceptance of the offer then the Development (including any

further Occupation of the Development) shall not continue beyond such time until such transfer has been duly executed as a deed and delivered to the District Council

TENTH SCHEDULE

EMPLOYMENT, SKILLS & TRAINING

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

“the Training and Employment Management Plan”

means a plan which must include:

- arrangements setting out how the Owner and the Developer and their contractors will work directly with local employment/training agencies including Job Centre Plus and Bicester Job Club to identify employment opportunities related to construction of the Development and skills and training to assist local people residing in Bicester and within five miles thereof to access job opportunities;
- arrangements setting out how the Owner and the Developer will deliver workshops in conjunction with Bicester Job Club to introduce opportunities related to construction of the Development to local job seekers residing in Bicester and within five miles thereof and assist employers to recruit;
- arrangements setting out how the Owner and the Developer will promote and market home working on the Site;
- arrangements setting out how the Owner and the Developer will deliver local supply chain events to promote opportunities for companies local to Bicester and how such opportunities shall be made available during

- construction of the Development;
- arrangements setting out how the Owner and the Developer will provide a minimum of ten apprenticeships related to construction of the Development to local persons residing in Bicester or within five miles thereof (or in the event that there are no such suitable persons to persons residing in the administrative area of the District Council)
 - arrangements setting out how the Owner and the Developer will set up and maintain until completion of the Development a web site to attract local suppliers which allows them to compete for work on the construction of the Development.

The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-

- 1.1 no later than Implementation of the Development will submit to the District Council for approval the Training and Employment Management Plan;
- 1.2 will not Implement the Development until the Training and Employment Management Plan has been approved in writing by the District Council;
- 1.3 will comply fully with the approved Training and Employment Management Plan.

ELEVENTH SCHEDULE

WASTE

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

- "the Recycling Banks Contribution" means the sum of three thousand five hundred pounds (£3,500) Index Linked for the provision of recycling banks on the Recycling Banks Site
- "the Recycling Banks Site" means a site the location of which shall be approved in writing by the District Council for the storage of recycling banks
- "the Sustainable Waste Management Plan" means a plan which must include:
- a scheme to ensure that zero waste from the Development goes to landfill together with a mechanism to monitor performance;
 - a mechanism for the provision by the Owner and the Developer of waste and recycling bins for each Dwelling in accordance with the District Council's standard specification;
 - the identification of a location on Site for a community swap shop together with a programme to deliver community swap shop days;
 - identification of waste reduction measures to ensure waste targets are met, their implementation, monitoring, and measures to be implemented should waste from the Development exceed targets.

The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-

- 1.1 will Substantially Complete the Recycling Banks Site prior to the Occupation of 50 Dwellings and will not cause or permit more than 49 Dwellings to be Occupied until

the Recycling Banks Site has been Substantially Completed to the reasonable satisfaction of the District Council

PROVIDED THAT the above restriction will cease to apply if an interim scheme for temporary provision of recycling banks to meet the day to day needs of the residents of the Development (such scheme to include a programme for the permanent provision of the Recycling Banks Site) has been submitted to and approved in writing by the District Council and such temporary facilities have been made available for use by the residents of the Development in accordance with the approved scheme and FURTHER PROVIDED THAT if such temporary facilities are provided the permanent Recycling Banks Site will be Substantially Completed prior to the Occupation of 350 Dwellings and no more than 349 Dwellings will be Occupied until the permanent Recycling Banks Site has been Substantially Completed to the reasonable satisfaction of the District Council.

- 1.2 will not use the Recycling Banks Site other than for the provision of recycling banks;
- 1.3 will pay the Recycling Banks Contribution to the District Council prior to the Occupation of the first Dwelling in the Development and will not cause or permit any Dwelling to be Occupied until the Recycling Banks Contribution has been paid to the District Council;
- 1.4 prior to Implementation of the Development will submit to the District Council for approval the Sustainable Waste Management Plan;
- 1.5 will not Implement the Development until the Sustainable Waste Management Plan has been submitted to and approved in writing by the District Council;
- 1.6 will comply fully with the approved Sustainable Waste Management Plan

TWELTH SCHEDULE

ENERGY CENTRE

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

- "Energy Centre Building" means the energy centre building to be provided on Site in accordance with the Planning Permission
- "Energy Centre Plan" means a plan which must include:
- a programme for the delivery of the Energy Strategy on a phased basis
 - a scheme for the phasing and amount of photovoltaics for the delivery of the Energy Strategy
 - a fall back scheme for off site allowable energy solutions in Bicester for the benefit of the residents of Bicester in the event that it is demonstrated to the District Council's satisfaction that it is not possible to deliver zero carbon development to the PPS1 definition on Site
 - the specification for the Energy Centre Building
- "the Energy Strategy" means the energy strategy document submitted with the Planning Application
1. The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-
 - 1.1 no later than Implementation of the Development will submit to the District Council for approval the Energy Centre Plan;
 - 1.2 will not implement the Development until the Energy Centre Plan has been submitted to and approved in writing by the District Council;

- 1.3 will comply fully with the approved Energy Centre Plan;
- 1.4 will Substantially Complete the Energy Centre Building to operational standards in accordance with the approved Energy Centre Plan prior to the Occupation of the first Dwelling and will not cause or permit any Dwelling to be Occupied until the Energy Centre Building has been Substantially Completed to operational standards to the reasonable satisfaction of the District Council;
- 1.5 will not use the Energy Centre Building otherwise than as an energy centre;
- 1.6 will install and connect the photovoltaics to each Dwelling in accordance with the Energy Centre Plan prior to the Occupation of that Dwelling;
- 1.7 will not cause or permit the Occupation of any Dwelling until the photovoltaics for it have been installed and connected to that Dwelling in accordance with the Energy Centre Plan;
- 1.8 will maintain the Energy Centre Building in operation for a period of 25 years from first Occupation of the Development unless otherwise agreed in writing by the District Council.

THIRTEENTH SCHEDULE

CONSTRUCTION STANDARDS

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

"Assessor"	means an independent assessor licensed by BRE Global (or equivalent successor licensing body) to conduct assessments to the requirements of the Code for Sustainable Homes and BREEAM
"BREEAM"	means the environmental assessment method and rating system for buildings provided by BRE Global
"Building Control Services"	means a service which ensures that all buildings comply with the national standards for health and safety, energy conservation and access to and about buildings etc as set out in the Building Regulations 2010 as amended from time to time
"CEEQUAL Excellent Certificate"	means a certificate rated excellent issued by a CEEQUAL assessor pursuant to the assessment and awards scheme for improving sustainability in civil engineering and the public realm
"Code for Sustainable Homes"	means an environmental assessment method for rating and certifying the performance of new homes as set out in the Department for Communities and Local Government's 'Code for Sustainable Homes Technical Guide November 2010' as updated from time to time
"Design Assessment Certificate"	means a certificate issued by an Assessor following a design stage assessment carried out prior to the construction of a building
"Final Code Certificate"	means a certificate issued by an Assessor

following a post construction stage assessment pursuant to the Code for Sustainable Homes

“Interim Code Certificate”

means a certificate issued by an Assessor following a design stage assessment pursuant to the Code for Sustainable Homes

“Local Authority Building Control”

means Building Control Services provided by a local authority as defined in the Building Act 1984

“Post Construction Certificate”

means a certificate issued by an Assessor following a post construction stage assessment carried out following the completion of construction of the building

“Relevant Infrastructure Works”

means all infrastructure works in the Development outside of individual residential or non-residential building plots

The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-

- 1.1 will Construct or procure the Construction of all Dwellings in the Development to Level 5 of the Code for Sustainable Homes
- 1.2 will not cause or permit the Construction of any Dwelling until an Interim Code Certificate has been issued by an Assessor for it certifying that Code Level 5 of the Code for Sustainable Homes will be achieved and such Interim Code Certificate has been provided to the District Council
- 1.3 will not cause or permit any Dwelling to be Occupied until an Assessor has confirmed compliance with Code Level 5 of the Code for Sustainable Homes for it and this compliance has been notified in writing to the District Council
- 1.4 will obtain and provide to the District Council a Final Code Certificate issued by an Assessor for each Dwelling within 6 months of Practical Completion of that Dwelling certifying that Code Level 5 of the Code for Sustainable Homes has been achieved for it ;
- 1.5 will Construct or procure the Construction of all non-residential buildings in the Development to BREEAM excellent standards;

- 1.6 will not cause or permit the Construction of any non-residential building in the Development until a Design Assessment Certificate has been issued by an Assessor for it certifying that BREEAM excellent standard will be achieved and such Design Assessment Certificate has been provided to the District Council;
 - 1.7 will not cause or permit any non-residential building in the Development to be Occupied until a Post Construction Certificate has been issued by an Assessor for it certifying that BREEAM excellent standard has been achieved and such Post Construction Certificate has been provided to the District Council;
 - 1.8 prior to commencement of Construction of any Relevant Infrastructure Works will provide to the District Council a CEEQUAL Excellent Certificate for those works;
 - 1.9 will not cause or permit the Construction of any Relevant Infrastructure Works until a CEEQUAL Excellent Certificate for those works has been provided to the District Council;
 - 1.10 no later than Implementation of the Development will submit for approval to the District Council a scheme for sourcing materials related to the construction of the Development local to Bicester so far as is reasonable without harming the build quality of the Development in respect of matters including quality of materials and embodied carbon;
 - 1.11 will not Implement the Development until the scheme submitted pursuant to paragraph 1.9 of this Schedule has been approved by the District Council;
 - 1.12 will comply fully with the scheme approved by the District Council pursuant to paragraph 1.10 of this Part of this Schedule;
 - 1.13 will not use Building Control Services in relation to the construction of the Development other than Building Control Services provided by Local Authority Building Control PROVIDED THAT this shall not preclude the use of NHBC services in addition to Local Authority Building Control;
 - 1.14 will ensure that all contractors engaged in the construction of the Development register for the Considerate Contractor scheme.
- 2 For the avoidance of doubt it is confirmed and agreed that the primary school which it is proposed should be constructed on part of the Site does not form part of the Development and is therefore not subject to the provisions of this Schedule but the County Council agrees that the specification comprised in any building contract let by the County Council for the construction of the primary school shall require that the buildings will be so constructed that the energy used for their heating, hot water, lighting and power for equipment offset by exported renewable energy will result in zero carbon emissions over one year

FOURTEENTH SCHEDULE

POST-OCCUPANCY MONITORING

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

“Construction Stage Monitoring Schedule”	means the schedule marked ‘construction stage monitoring’ set out in the Eco Town Standards Monitoring Scheme
“Eco Town Standards Monitoring Scheme”	means the scheme attached to this Deed at Appendix 17
“Post Occupancy Monitoring Schedule”	means the schedule marked ‘post occupancy monitoring schedule’ set out in the Eco Town Standards Monitoring Scheme

The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-

- 1.1 subject to paragraphs 1.3 and 1.4 of this Schedule will comply fully with the measures identified as ‘essential’ in the Post Occupancy Monitoring Schedule and Construction Stage Monitoring Schedule in accordance with the details approved by the District Council pursuant to paragraph 1.6 of this Schedule;
- 1.2 subject to paragraphs 1.3 and 1.4 of this Schedule will use their best endeavours to comply fully with the measures identified as ‘desirable’ in the ‘Post Occupancy Monitoring Schedule’ and ‘Construction Stage Monitoring Schedule’ in accordance with the details approved by the District Council pursuant to paragraph 1.6 of this Part of this Schedule;
- 1.3 will commence the measures set out in the Construction Stage Monitoring Schedule on Implementation of the Development;
- 1.4 will commence the measures set out in the Post Occupancy Monitoring Schedule prior to the Occupation of the 50th Dwelling and will not cause or permit more than 49 Dwellings to be Occupied until the measures set out in the Post Occupancy Monitoring Schedule have been commenced;
- 1.5 will submit for approval to the District Council prior to the Implementation of the Development full details of how the matters set out in the Construction Stage

Monitoring Schedule and the Post Occupancy Monitoring Schedule will be monitored in practice such details to include (but not be limited) to a programme for how the monitoring shall be carried out by the Initial Management Body (as defined in the Fifth Schedule);

1.6 will not cause or permit the Development to be Implemented until the details submitted pursuant to paragraph 1.5 of this Schedule have been submitted to and approved in writing by the District Council.

2 It is agreed that in the event of any conflict between the provisions of this Schedule and the provisions of the Nineteenth Schedule the latter will prevail

FIFTHTEENTH SCHEDULE

INFRASTRUCTURE FUND

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

"Bond"	means a bond from a reputable financial institution approved by the District Council (and who is a person who has permission under Part 4 of the Financial Services and Markets Act 2000 to accept deposits or to effect and carry out contracts of general insurance or an EEA firm of the kind mentioned in paragraph 5(b) and (d) of Schedule 3 to that Act who has permission under paragraph 15 of that Schedule (as a result of qualifying for authorisation under paragraph 12 of that Schedule) to accept deposits or to effect and carry out contracts of general insurance and such bond is to be in a form and for an amount which has been approved in writing by the District Council
"First Infrastructure Payment"	means the sum of one hundred and seventy five thousand pounds (£175,000.00) Index Linked towards the Infrastructure Fund Purposes
"Second Infrastructure Payment"	means the sum of eight hundred and thirty one thousand two hundred and fifty pounds (£831,250.00) Index Linked towards the Infrastructure Fund Purposes
"Third Infrastructure Payment"	means the sum of eight hundred and thirty one thousand two hundred and fifty pounds (£831,250.00) Index Linked towards the Infrastructure Fund Purposes
"Fourth Infrastructure Payment"	means the sum of eight hundred and thirty one thousand two hundred and fifty pounds (£831,250.00) Index Linked towards the Infrastructure Fund Purposes

"Fifth Infrastructure Payment"	means the sum of eight hundred and thirty one thousand two hundred and fifty pounds (£831,250.00) Index Linked towards the Infrastructure Fund Purposes
"Infrastructure Fund Purposes"	means the provision (including where relevant improvement or maintenance) of any or all of the following infrastructure projects: <ul style="list-style-type: none"> • education (on site primary school and off site secondary school in Bicester) • off site sport provision serving the Development • off site indoor sport serving the Development • library services in Bicester • adult learning centre in Bicester • Changing places toilet in Bicester • policing provision in Bicester • fire and rescue in Bicester • youth bus services in Bicester , • youth services in Bicester • public art benefiting the Development • Museum Resource centre serving the Development , • Registration Service in Bicester • strategic waste recycling in Bicester, • cemetery in Bicester, • Childrens centres in Bicester , • Special educational needs services in Bicester , • Bicester Integrated Transport schemes , • Rights of Way improvements in the vicinity of the Development • Water neutrality measures in Bicester
"Obligor"	means the Owner or the Developer or their respective successors in title to a material part of the Site
"Overage Payments"	means the monies, if any, received by the District Council pursuant to the provisions of the Twenty Sixth Schedule
"Security "	means the provision by the relevant Obligor to the District Council of a Bond or in the case of Home Farm Exemplar Limited, a parent company guarantee provided by A2 Dominion Housing Limited (IP Society No. 2895R) and in each case to be in a form and

substance approved by the District Council and in each case of sufficient value to provide security for the performance of the Obligor's obligations to the District Council which are to be secured under the provisions of this Deed.

1. The Owner and the Developer covenant and undertake with the District Council that they the Owner and the Developer:-
 - 1.1 will pay the First Infrastructure Payment to the District Council no later than the Implementation of the Development and will not cause or permit the Development to be Implemented until the First Infrastructure Contribution has been paid to the District Council;
 - 1.2 will pay the Second Infrastructure Payment to the District Council no later than twelve (12) months from the date of Implementation and in the event of default will not Occupy or cause or permit Occupation of any further Dwellings until the Second Infrastructure Payment has been paid to the District Council;
 - 1.3 will pay the Third Infrastructure Payment to the District Council no later than fifteen (15) months from the date of Implementation and in the event of default will not Occupy or cause or permit Occupation of any further Dwellings until the Third Infrastructure Payment has been paid to the District Council;
 - 1.4 will pay the Fourth Infrastructure Payment to the District Council no later than eighteen (18) months from the date of Implementation and in the event of default will not Occupy or cause or permit Occupation of any further Dwellings until the Fourth Infrastructure Payment has been paid to the District Council ;
 - 1.5 will pay the Fifth Infrastructure Payment to the District Council no later than twenty one (21) months from the date of Implementation and in the event of default will not Occupy or cause or permit Occupation of any further Dwellings until the Fifth Infrastructure Payment has been paid to the District Council;
2. The Owner and the Developer covenant and undertake with the District Council to provide the District Council with the Security no later than the Implementation of the Development;
- 3 The Owner and the Developer covenant and undertake with the District Council not to cause or permit the Development to be Implemented until the Security has been provided to the District Council;

4. The District Council agrees that it will expend any Overage Payments on the Infrastructure Fund Purposes.