

Heads of Terms of Planning Obligation	
Requirement	Terms
Provide phasing plan	<ul style="list-style-type: none"> • Provide plan of agreed phasing • Build in accordance with the phasing unless otherwise agreed.
Affordable Housing	<ul style="list-style-type: none"> • Provide 96 dwellings for rent and 23 for shared ownership in accordance with the agreed mix. • Build the affordable housing in each phase , as identified on the plans, prior to the occupation of 50 % of market phasing • Construct to HCA Design Quality Standards • Construct as Lifetimes Homes Standard • Properties let in accordance with a nominations agreement and local lettings plan.
Community Governance	<ul style="list-style-type: none"> • Agree the form of the initial management body (for the avoidance of doubt it may comprise employees of A2) and form and constitution of interim partnership board, provide the programme of activity of the management body and define list of functions the body will be responsible for prior to commencing work • Provide accommodation on site for the management body/partnership board and their employees • Establish the management body prior to the first occupation of a dwelling • Establish the interim partnership board at the request of identified partners or no later than the occupation of 200 dwellings. • Provide and agree details of the funding for the running of the management body and interim partnership board and the carrying out of its functions as identified • Provide £100k to enable the partnership board and other stake holders to assess and develop the options for the Local Management Organisation.
Community Engagement, Development & Capacity Building	<ul style="list-style-type: none"> • Agree a programme for the local management body to deliver community engagement, development and support for sustainable lifestyles or pay CDC the sum of £100k prior to the occupation of the first dwelling.
Ecological & Landscape Management and play areas	<ul style="list-style-type: none"> • Provide and agree an Ecological and Landscape Management Plan prior to implementation • ELMP to cover objectives for management, management body, management regime, monitoring, funding, process for agreeing

	<p>variations to plan, proposals for community involvement and phased implementations.</p> <ul style="list-style-type: none"> • Where the ELMP comprises various elements in different ownership or control, the compatibility between elements is to be demonstrated; • Implement the agreed ELMP • Either put in place agreed ring fenced fund for maintenance by the management body or transfer the open space to CDC with a commuted sum based on CDC's standard rates. Unless otherwise agreed in writing • Fence each area of open space prior to work starting on the adjacent building phase • Complete laying out of open space in the first planting season following commencement on a building phase • Provide allotments and incidental open space & play areas prior to the occupation of any dwelling within 30m • That the open space shall be available to the public in perpetuity • That the open space shall be retained in a single ownership by A2 Dominion, the local management organisation or the Local Authority unless otherwise agreed. • Maintain all areas to meet ELMP or attached specification as a minimum • No services through open space and landscape areas unless agreed in writing by LPA
Non Residential retail/office/nursery/community hall	<ul style="list-style-type: none"> • Planning application for the retail store and community hall to be submitted within 12 months of grant of planning permission or occupation of 100 dwellings which ever is the sooner. • Marketing strategy to be agreed and implemented • Store & Hall to be provided prior to occupation of 250 dwellings, unless an interim scheme for local retail provision to meet the day to day needs of the residents and programme for permanent provision of the Store and Hall have been agreed. • Prior to the occupation of the 50th dwelling provide a temporary community meeting place. Retain until permanent provision is available. • Application for remaining facilities to be made prior to the occupation of 250 dwellings • No more than 350 dwellings to be occupied until the offices, nursery and further retail premises have been provided unless a

	<p>suitable alternative provision has been agreed and implemented prior to that date.</p> <ul style="list-style-type: none"> • Make the public house site available and market until developed or 5 years post completion of the development. • Transfer the hall to management body with a commuted sum for maintenance & management for the benefit of residents on the site • Agree details of measures to make available food produced locally
Eco Business Centre	<ul style="list-style-type: none"> • Transfer fully remediated / serviced site to CDC prior to 100 dwellings being completed (at nominal sum of £1)
Employment, Skills & Training	<ul style="list-style-type: none"> • Set up and maintain until all development is complete on application site web site to attract local suppliers and enable them to compete for work on the construction of the development • Agree details of local supply chain events to promote opportunities for local companies shall be provided and such opportunities shall be made available during construction works on site. • Provide details of commitments to provide apprenticeships (minimum 10) to people with local connections (5 mile radius) • Agree details and provide sustainable skills training for local people. • Prior to the commencement of development agree a scheme to market home working on the site. • Prior to commencement of development, agree and implement a programme with Bicester Job Club to identify employment opportunities related to construction work on the site and skills and training to assist local people to access the job opportunities. The programme to include the delivery of workshops to introduce opportunities to job seekers and assist employers to recruit. • Work with the Bicester Job Club to ensure local people are aware and have access to all job vacancies arising from construction on site.
Transport & Access	<ul style="list-style-type: none"> • No residential or non residential occupations until travel plan agreed • Monitor mode share annually but with agreed residents survey after five years post commencement then biannually until 10 years post completion • Monitor carbon from transport from the

	<p>occupation of the 50th dwelling until 10 years post completion.</p> <ul style="list-style-type: none"> • Monitor mode share in accordance with agreed details • If targets are not achieved pay the following sums; Year 5 £10,000, Year 7 £20,000, Year 9 £30,000, Year 11 £40,000, Year 13 £50,000, Year 15 £100,000. • Appoint/fund a travel plan co-ordinator to implement the travel plan • Provide £100k to fund cycling incentives and agree the use of the fund to deliver the cycling incentives in the travel plan including feasibility for cycle hire scheme. • Agree a management scheme for un-allocated residential parking and neighbourhood centre parking prior to first occupations • Prior to commencement agree an electric vehicle scheme including the provision of car charging points for individual residents and for visitors to the site and incentives to use electric vehicles • Prior to occupation of the first dwelling agree a car club scheme including identifying parking bays and funding to support the scheme. Occupy no more than 200 dwellings until the scheme is in place. • Provide the bus service from the first occupation in accordance with an agreed timetable, to provide at least a ½ hourly service, after 200 dwellings deliver a 15 min service until 10 years post completion. • No development to commence until off site highway works identified are secured including an agreed timetable for delivery. • No occupations until Banbury Road footpaths, cycleway and pedestrian crossing have been provided. • Fund transport order for Banbury Road
HGV routeing agreement	<ul style="list-style-type: none"> • No development to commence until the a Routeing Agreement is in place for construction traffic • No occupation of non residential buildings until Routeing Agreement is in place
Education	<ul style="list-style-type: none"> • Within 12 months of commencement of construction or occupation of 50 dwellings which ever is the sooner, offer transfer to OCC or in default CDC for £1 a fully remediated, serviced site of 1.34 ha of developable land in accordance with the boundaries and levels shown on drawing no

	<p>7170-UA001881-03</p> <ul style="list-style-type: none"> • Transfer to be completed within 3 months of acceptance of offer; • Transfer of land to comply with the terms of the OCC School Site Requirements for Residential Development (draft) document unless otherwise agreed. • Provide a plan to show service connections to the site in accordance with the attached specification • Safeguard land for the extension of the school
Waste	<ul style="list-style-type: none"> • Agreed site for a recycling banks in the local centre shall be provided prior to the occupation of 50 dwellings. If it is not possible to secure the permanent site by this stage of a development temporary provision shall be made in accordance with agreed details until such time as permanent provision has been made. • Agree and Implement a construction waste management plan (zero waste to landfill) and monitor compliance. • Prior to implementation identify space and programme to deliver community swap shop days. • Prior to implementation provide the Sustainable Waste Management Plan identifying waste reduction measures to ensure waste targets are met, their implementation, monitoring and measures to be implemented should waste from the development exceed targets.
Energy Centre	<ul style="list-style-type: none"> • Provide a detailed scheme, including phasing and amount of PV, for the delivery of the energy strategy. In the event that zero carbon development to PPS1 definition can not be delivered on site agree a scheme for off site allowable solutions in Bicester for the benefit of the community. • Deliver the energy centre building and centralised heat and power distribution in accordance with the agreed scheme • Prior to occupation each dwelling shall have the PV provided and connected • Maintain energy centre in operation for 25 years
Construction Standards to achieve Eco Town Requirements	<ul style="list-style-type: none"> • Provide code for sustainable homes design assessment demonstrating that each dwelling meets Code for Sustainable Homes level 5 or higher prior to commencement of construction of each phase. • Prior to occupation provide post construction certificate demonstrating each dwelling is

	<p>built to Code 5</p> <ul style="list-style-type: none"> • Provide BREEAM design assessment prior to commencement of construction demonstrating that each non residential building is designed to BREEAM excellent • Prior to occupation provide post construction certificate demonstrating each building has achieved BREEAM excellent • Prior to any relevant infrastructure works taking place provide a CEEQUAL excellent certificate for the works • Agree scheme for local sourcing of materials • All building control procedures shall be undertaken by Local Authority Building Control to allow appropriate public verification and learning process for construction innovation on the site. This shall not prevent the seeking of an NHBC guarantee in addition to LABC. • Ensure all contractors register for Considerate Contractor scheme
SUDs	<ul style="list-style-type: none"> • Provide SUDs to adoptable standard • Provide a scheme and funding for secure future maintenance
Monitoring of Eco Town Standards	<ul style="list-style-type: none"> • Agree a monitoring scheme and fund the monitoring of the eco town standards in accordance with the attached schedule until completion of the whole of the NW Bicester site.
Overage	<ul style="list-style-type: none"> • Provide 25% of any additional profit over that used as a baseline in agreed HCA viability assessment as a contribution to Infrastructure fund (see above) (after 23%) then 50% to P3)
Financial Contributions to Infrastructure Fund	<ul style="list-style-type: none"> • To pay the Council in staged payments to be agreed a sum of no less than £3.5m index linked. • The infrastructure fund to be used solely for the delivery of infrastructure related to the development of the site. • The sum of £3.5m and the cost of delivering the bus service (£1,000,000) to be underwritten such that there is certainty over delivery of the funding.
Indexation & bonds	<ul style="list-style-type: none"> • Agree indexation and security of payments
Obligation Monitoring	<ul style="list-style-type: none"> • Pay on completion to CDC the sum to monitor the legal agreement