

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.