

Dated

2017

THE TRUSTEES OF ADDERBURY FEOFFEE CHARITY

and

THE OXFORD DIOCESAN BOARD OF FINANCE

and

GLADMAN DEVELOPMENTS LIMITED

Planning obligation by deed of undertaking under the Town and Country
Planning Act 1990 section 106

relating to

**Land at White Post Road
Bodicote**



Gladman House
Alexandria Way
Congleton Business Park
Congleton, Cheshire
CW12 1LB
Tel: 01260 288800
Fax: 01260 288861

THIS UNILATERAL UNDERTAKING is given the _____ day of _____ 2017

BY:

- 1) THE REVEREND STEPHEN FLETCHER, VALERIE SCARFF, ROBERT ERNEST COOKE, SEBASTIAN PEISSELL, SIDELLA ANNE NEAL, ROBERT TIMOTHY JOHN WOODALL, MARGARET CLINKARD, SUSAN ELIZABETH JELFS and EDWARD THOMAS FROST, GRAHAM STEPHENS and PATRICIA ANN LEEMAN all care of Charlotte Holmes, Fletchers, High Street, Adderbury, Banbury OX17 3LS and care of Freeths LLP 5000 John Smith Drive, Oxford Business Park South, Oxford OX4 2BH being the trustees of the Adderbury Feoffee Charity (Charity Registration No. 200902) ('the First Owner')

- 2) THE OXFORD DIOCESAN BOARD OF FINANCE (Company Registration Number 142978) (Charity Registration Number 247954) whose registered office is now at Church House Oxford Langford Locks Kidlington Oxford OX5 1GF but was formerly at Diocesan Church House North Hinksey Lane Botley Oxford OX2 0NB('the Second Owner')

TO:

- 3) CHERWELL DISTRICT COUNCIL of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA('the Council') and

- 4) OXFORDSHIRE COUNTY COUNCIL County Hall New Road Oxford OX1 1ND ('the County Council')

WITH THE CONSENT OF:

- 5) GLADMAN DEVELOPMENTS LIMITED (company registration number 3341567) whose registered office is at Gladman House Alexandria Way Congleton Business Park Congleton CW12 1LB ("the Promoter")

RECITALS

- 1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- 2) The County Council is the local highway authority the county planning authority and the education authority for the area in which the Site is situated.
- 3) The First and the Second Owner are the freehold owners of the respective parts of the Site as set out in Schedule 1.
- 4) The First Owner the Second Owner and the Promoter have entered into the Promotion Agreement.
- 5) The Promoter submitted the Application to the Council on 13 July 2015.
- 6) The Council failed to determine the Application within the statutory time period and the Promoter has submitted the Appeal for determination by the Secretary of State.
- 7) The First Owner and the Second Owner are subject to clause 3.2 prepared to enter into this deed in order to secure the planning obligations it creates in the event that Planning Permission is granted pursuant to the Appeal.
- 8) The Parties intend to enter into an appropriate highways agreement under Section 278 and/or Section 38 of the 1980 Act

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1 Definitions

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

- 1.1.1 'the 1980 Act' means the Highways Act 1980
- 1.1.2 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)
- 1.1.3 'the Administration Fee (County)' means the sum of £3,750 (three thousand seven hundred and fifty pounds) as a contribution towards the cost of monitoring and administration of this deed
- 1.1.4 'Affordable Housing' means Affordable Rented Housing or Social Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market, where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible households

- 1.1.5 'the Affordable Housing Scheme' means the scheme submitted in accordance with the Planning Permission which shall include details of: (i) the numbers, type, tenure and location on the Site of the Affordable Housing, and (ii) the timing of the construction of the Affordable Housing and its phasing in relation to the occupancy of the Market Housing Units, and (iii) the arrangements for the transfer of the Affordable Housing to a Registered Provider, and (iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing, and (v) the occupancy criteria to be used for determining the identity of the occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced
- 1.1.6 'the Affordable Housing Units' means that part of the Development comprising a minimum of 30% of the Dwellings which shall be constructed for Affordable Housing in accordance with the approved Affordable Housing Scheme, at least 70% of which shall be Affordable Rented Housing or Social Rented Housing and up to 30% of which shall be Intermediate Housing and 'an Affordable Housing Unit' shall be construed accordingly
- 1.1.7 'Affordable Rented Housing' has the meaning set out in Annex 2 to the NPPF
- 1.1.8 'Allotments' means the allotments provided on the Site in accordance with the Planning Permission and 'Allotment Scheme' and 'Allotment' shall be construed accordingly
- 1.1.9 'Allotment Contribution' means the sum calculated by multiplying the number of square metres comprised in the Allotments identified in the Allotment Scheme by £4.22 (four pounds twenty two pence) payable to the Council for use by the First Owner towards the cost of managing and maintaining the Allotments
- 1.1.10 'Allotment Scheme' means a scheme to be submitted to and approved in writing by the Council which identifies:
- (i) the location and area of the land allocated for Allotments which shall amount to a single area of land equivalent to the greater of 0.2 hectares and 9 sq.m per Dwelling in the Planning Permission
 - (ii) the location and area of individual plots and pathways and the specification for laying them out
 - (iii) the water supply to the Allotments
 - (iv) communal car parking for and vehicular access to the Allotments
 - (v) the future management and maintenance requirements of the Allotments

- (vi) the proposed on-going maintenance operations for the Allotments specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Allotments
 - (vii) the proposed means of funding the ongoing maintenance and management of the Allotments in accordance with the Allotment Scheme by the First Owner
 - (viii) a mechanism for the periodic review with the Council and where necessary amendment of the Allotment Scheme
 - (ix) the proposed means of making the Allotments available for use by members of the local community for the purpose of growing vegetables and/or fruit and/or flowers and the terms on which they are to be made available
- 1.1.11 'the Appeal' means the appeal to the Secretary of State following the non-determination of the Application by the Council given appeal reference APP/C3105/W/17/3172731
- 1.1.12 'the Application' means the application for outline planning permission for the Development dated 13 July 2015 submitted to the Council and allocated reference number 15/01326/OUT
- 1.1.13 'Baxter Index' means a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-
- Index 1 Labour & Supervision 25%
 - Index 2 Plant & Road Vehicles 25%
 - Index 3 Aggregates 30%
 - Index 9 Coated Macadam & Bituminous Products 20%
- 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 and the County Council
- 1.1.14 'Bedroom' means a room in a Dwelling designed as a bedroom or study/bedroom and 'Bedrooms' and 'Bedroomed' shall be construed accordingly
- 1.1.15 'Bridleway' means a new bridleway to be provided within the Development with permissive rights of access for the general public to use at all times other than during periods of maintenance and repair on foot cycling on horseback or leading a horse

- 1.1.16 'Bridleway Specification' means a specification for the route width surface and edging materials laying out and construction of the Bridleway which is to meet the boundary with the Gallagher Site at co-ordinates E445425, N238224 and E445428, N238239
- 1.1.17 'Bridleway Scheme' means a scheme to be submitted to and approved in writing by the Council which identifies:
- (i) the future management and maintenance requirements of the Bridleway
 - (ii) the proposed ongoing maintenance operations for the Bridleway specifically identifying the management objective, task, and the timing of the frequency of the operation of all the features of the Bridleway
 - (iii) the proposed means of funding the ongoing maintenance and management of the Bridleway in accordance with the Bridleway Scheme by the Owner and where one is formed pursuant to the provisions of this deed the Management Company
 - (iv) a mechanism for the periodic review with the Council and where necessary amendment of the Bridleway Scheme
- 1.1.18 'Burial Site Contribution' means the sum calculated by applying the formula below payable to the Council towards the cost of additional burial site provision in Banbury
- $$(A \times \pounds 5.77) + (B \times \pounds 8.34) + (C \times \pounds 12.99) + (D \times \pounds 17.86)$$
- Where
- A is the number of one Bedroomed Dwellings
- B is the number of two Bedroomed Dwellings
- C is the number of three Bedroomed Dwellings
- D is the number of Dwellings having four or more Bedrooms
- 1.1.19 'Bus Infrastructure Contribution' means the sum of $\pounds 34,230$ (thirty four thousand two hundred and thirty pounds Index Linked (County) payable towards the costs of new bus stop infrastructure on White Post Road, Oxford Road and within the Site and a commuted sum for maintenance thereof
- 1.1.20 'Bus Service Contribution' means the sum calculated by multiplying the number of Dwellings by $\pounds 1,000$ (one thousand pounds) Index Linked (County) payable towards the cost of new bus services linking the Development with Banbury Town Centre
- 1.1.21 'Car Park' means the 34 space car park provided in accordance with the Planning Permission

~~1.1.24~~1.1.22 'Car Park Specification' means a detailed scheme for the construction of the Car Park

~~1.1.22~~1.1.23 'a Chargee' means any mortgagee or chargee of the Registered Provider, the successors in title to such a mortgagee or chargee, or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925,

~~1.1.23~~1.1.24 'the Chargee's Duty' means the tasks and duties set out in Schedule 2 paragraph 5.5

~~1.1.24~~1.1.25 "Charging Schedule" means a charging schedule as detailed in Regulation 2(1) of the CIL Regulations

~~1.1.25~~1.1.26 'CIL Liability' means the amount imposed as 'CIL' (as that acronym is defined in the CIL Regulations) including where applicable the combined CIL for each phase of Development

~~1.1.26~~1.1.27 'CIL Regulations' means the Community Infrastructure Levy Regulations 2010 (as amended)

~~1.1.27~~1.1.28 'the Commencement of Development' means the commencement of any material operation (as defined in the 1990 Act section 56(4)) 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, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence Development' shall be construed accordingly

~~1.1.28~~1.1.29 'Community Facility' means a hall for community use to be constructed on the Gallagher Site

~~1.1.29~~1.1.30 'the Community Facility Build Contribution' means the sum calculated by applying the Community Facility Matrix to the Composition of the Development payable towards the cost of constructing the Community Facility

~~1.1.30~~1.1.31 'Community Facility Matrix' means the formula $(A \times \text{£K}) + (B \times \text{£L}) + (C \times \text{£M}) + (D \times \text{£N})$

where

A is the number of one Bedroomed Dwellings

B is the number of two Bedroomed Dwellings

C is the number of three Bedroomed Dwellings and

D is the number of Dwellings having four or more Bedrooms and

K, L, M and N are as follows:

Matrix	1 Bed	2 Bed	3 Bed	4+ Bed
Community Facility	K = £89.95	L = £129.87	M = £202.17	N = £277.99

~~1.1.33~~1.1.32 'the Community Facility Land Contribution' means the sum of £20,625 (twenty thousand six hundred and twenty five pounds) payable towards the cost of acquiring land for the Community Facility

~~1.1.32~~1.1.33 'Composition of the Development' means the aggregate number of Dwellings comprised in the Development and the number of each Dwelling type classified by reference to the number of Bedrooms in the Dwelling to be determined by Reserved Matters

~~1.1.33~~1.1.34 'the Date of Practical Completion' means the date of issue of a certificate of practical completion in respect of any Dwelling by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect

~~1.1.34~~1.1.35 'Decision Letter' means the decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed

~~1.1.35~~1.1.36 'the Development' means the development of the Site with up to 280 Dwellings (including 30% Affordable Housing), introduction of structural planting and landscaping, formal and informal public open space and play areas, surface water flood mitigation and attenuation, new priority junction arrangements to White Post Road, creation of a section of spine road to link Bloxham Road with White Post Road as well as the creation of a 34 space car park and other associated ancillary works. All matters reserved except for access pursuant to the Planning Permission

~~1.1.36~~1.1.37 'a Dwelling' means a dwelling (including a house, flat, maisonette or bungalow) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly

~~1.1.37~~1.1.38 'the Education Contributions' means the Primary School Infrastructure Contribution, the Secondary School Infrastructure Contribution, and the Special Educational Needs Contribution together

~~1.1.38~~1.1.39 'the Education Land Contribution' means the Primary School Land Contribution and the Secondary School Land Contribution together

~~1.1.39~~1.1.40 'Final Completion Certificate' means a certificate issued by the Council confirming final completion of the laying out, landscaping and equipping of the land in question in accordance with the relevant scheme or specification approved pursuant to this deed and/or the Planning Permission and the making good of all defects and where relevant completion of the Maintenance Period to the Council's reasonable satisfaction

~~1.1.40~~1.1.41 'Gallagher Site' means the land in part shown coloured yellow on the Plan for which an application for planning permission (reference 14/01932/OUT) for residential development has been made

~~1.1.41~~1.1.42 'Gallagher Site Road' means a road on the Gallagher Site to the western boundary of the Site

1.1.43 'the HCA' means the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and includes any successor body exercising similar functions

~~1.1.42~~1.1.44 'Highway Works' means the works to be carried out by the County Council or the Owner on White Post Road in accordance with drawing no. 1361/22 Rev E approved pursuant to the Planning Permission

~~1.1.43~~1.1.45 Index Linked (County)' means:

~~1.1.43~~1.1.45.1 in relation to the Education Land Contribution adjusted according to any increase occurring between November 2016 and the date of payment in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office for National Statistics

~~1.1.43~~1.1.45.2 in relation to the Education Contributions means adjusted according to any increase occurring between the fourth quarter of 2014 and the date of payment in the BCIS PUBSEC (Price Index of Public Sector Building Non-housing) within the BCIS Public Sector Price and Cost Indices and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time or for any reason it becomes impracticable to use this

Index such alternative Index as may be agreed between the Owner and the County Council

~~1.1.43.3~~1.1.45.3 in relation to the Bus Service Contribution and the Travel Plan Monitoring Fee adjusted according to any increase occurring between October 2014 and the date of payment in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office for National Statistics

~~1.1.43.4~~1.1.45.4 in relation to the Bus Infrastructure Contribution, adjusted according to any increase occurring between November 2016 and the date of payment in the Baxter Index

~~1.1.43.5~~1.1.45.5 in relation to the Rights of Way Contribution adjusted according to any increase occurring between November 2014 and the date of payment in the Baxter Index

~~1.1.43.6~~1.1.45.6 in relation to the Strategic Transport Contribution adjusted according to any increase occurring between July 2011 and the date of payment in the Baxter Index

~~1.1.44~~1.1.46 'the Index (District)' means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or by any successor organisation which publishes such index

~~1.1.45~~1.1.47 'Infrastructure' has the meaning ascribed in Section 216(2) of the Planning Act 2008 as amended by Regulation 63 of the CIL Regulations

~~1.1.46~~1.1.48 'Interest' means interest at 4% above the base lending rate of National Westminster Bank plc from time to time

~~1.1.47~~1.1.49 'Interim Completion Certificate' means a certificate issued by the Council in respect of the completion of the laying out, landscaping and equipping of the land in question in accordance with the relevant scheme or specification approved pursuant to this Deed and/or the Planning Permission and the making good of all defects but subject to the completion of the Maintenance Period where relevant

~~1.1.48~~1.1.50 'Intermediate Housing' has the meaning set out in Annex 2 to the NPPF

~~1.1.49~~1.1.51 'Maintenance Period' means a period of twelve (12) months following the issue by the Council of an Interim Completion Certificate in respect of works carried out on land to be transferred to the Council pursuant to this deed

~~1.1.50~~~~1.1.52~~ 'Management Company' means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the Car Park the Open Space and the SUDS and the Bridleway and whose objectives shall include:

~~1.1.50~~~~1.1.52.1~~ setting the levels of charges for funding the running of the company and collecting such charges;

~~1.1.50~~~~1.1.52.2~~ ensuring that the level of any charges levied against the Affordable Housing Dwellings that are not owned outright by a Registered Provider shall not materially affect the ability of these Dwellings to remain as Affordable Housing

~~1.1.50~~~~1.1.52.3~~ ensuring accountability to residents of the Development

~~1.1.51~~~~1.1.53~~ 'Management Plan' means a scheme to be submitted to and approved in writing by the Council, which identifies:

- (i) the future management and maintenance requirements of the Car Park the Open Space the SUDS and the Bridleway
- (ii) the proposed ongoing maintenance operations for the Car Park the Open Space and the SUDS, and the Bridleway specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Car Park the Open Space and the SUDS
- (iii) the proposed means of funding the ongoing maintenance and management of the Car Park the Open Space and the SUDS in accordance with the Management Plan by the Owner and where one is formed pursuant to the provisions of this deed the Management Company
- (iv) a mechanism for the periodic review with the Council and where necessary amendment of the Management Plan

~~1.1.52~~~~1.1.54~~ 'the Market Housing Units' means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

~~1.1.53~~~~1.1.55~~ 'the NPPF' means the National Planning Policy Framework issued by the Department for Communities and Local Government and dated March 2012

~~1.1.54~~1.1.56 'to Occupy' means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupation' and 'Occupied' shall be construed accordingly

~~1.1.55~~1.1.57 'the Off-Site Sports Facilities Contribution' means the sum calculated by applying the formula below payable towards improvements to the Spiceball Sports Centre

$$(A \times \pounds 345.47) + (B \times \pounds 499.31) + (C \times \pounds 777.31) + (D \times \pounds 1068.80)$$

where

A is the number of one Bedroomed Dwellings

B is the number of two Bedroomed Dwellings

C is the number of three Bedroomed Dwellings

D is the number of Dwellings having four or more Bedrooms

~~1.1.56~~1.1.58 'the On Site Outdoor Sports Facilities' comprise an adult football pitch, a junior football pitch and a small sports pavilion/changing room to be provided on the Site in accordance with the Planning Permission and to be transferred to the Council

1.1.59 'the On-Site Outdoor Sports Facilities Contribution' means the sum of $\pounds 186,869.12$ (one hundred and eighty six thousand eight hundred and sixty nine pounds and twelve pence) made up of $\pounds 70,195.96$ (seventy thousand one hundred and ninety five pounds and ninety six pence) for an adult football pitch $\pounds 61,589.12$ (sixty one thousand five hundred and eighty nine pounds and twelve pence) for a junior football pitch and $\pounds 55,084.05$ (fifty five thousand eighty four pounds and five pence) for a small pavilion/changing room payable to the Council [on the transfer of the On-Site Outdoor Sports Facilities to the Council](#)

~~1.1.57~~1.1.60 'the On-Site Outdoor Sports Facilities Management Plan' means a scheme to be submitted to and approved in writing by the Council which identifies:

- (i) the future management and maintenance requirements of the On-Site Outdoor Sports Facilities from the date of the issue of the Interim Completion Certificate until its transfer to the Council

- (ii) the proposed ongoing maintenance operations for the On-Site Outdoor Sports Facilities specifically identifying the management objective task and the timing and frequency of the operation for all the features of the On-Site Outdoor Sports Facilities
- (iii) the proposed means of funding the ongoing maintenance and management of the On-Site Outdoor Sports Facilities in accordance with the On-Site Outdoor Sports Facilities Management Plan by the Owner
- (iv) a mechanism for the periodic review with the Council and where necessary amendment of the On-Site Outdoor Sports Facilities Management Plan

~~1.1.58~~ 1.1.61 'the On-Site Outdoor Sports Facilities Specification' means a specification for the laying out and construction of the On-Site Outdoor Sports Facilities to be submitted ~~to and approved in writing by for the prior written approval of~~ the Council before the Commencement of Development

~~1.1.59~~ 1.1.62 'the Open Space Maintenance Contribution' means total of the sums calculated or set out below to the Council towards the costs of the ongoing maintenance and management of the Open Space and the Play Area:

- (a) as to the Open Space the sum calculated by multiplying the number of square metres comprised in the Open Space by £9.32 (nine pounds thirty two pence); by multiplying the number of linear metres comprised in the retained/existing and new hedgerows within the Development by £14.35 (fourteen pounds thirty five pence); and by multiplying the number of mature trees within the Development by £334.82 (three hundred and thirty four pounds eighty two pence)
- (b) as to £27,501.52 (twenty seven thousand five hundred and one pounds and fifty two pence) for the local areas of play;
- (c) as to £121, 492.13 (one hundred and twenty one thousand four hundred and ninety two pounds and thirteen pence) for a combined local area for play/local equipped area for play; and
- (d) as to £42,735.92 (forty two thousand seven hundred and thirty five pounds and ninety two pence) for a multi use games area

~~1.1.60~~ 1.1.63 'the Open Space' means the informal open space including retained/new landscaping within the Site including trees and hedgerows and the Play Area for

enjoyment and use by the general public to be provided on the Site in accordance with the Planning Permission and the Open Space Works Specification

~~1.1.61~~~~1.1.64~~ 1.1.64 'the Open Space Works Specification' means a specification for the laying out of the Open Space and the Play Area to be submitted to and approved in writing by for the prior written approval of the Council before the Commencement of Development

~~1.1.62~~1.1.65 'the Owner' means the First Owner and the Second Owner together

~~1.1.63~~1.1.66 'Party' means any of the parties to the deed and 'Parties' shall be construed accordingly

~~1.1.64~~1.1.67 'Plan 1 ' means drawing number 2013-049-100-001-F annexed to this deed at Annex 1

~~1.1.65~~1.1.68 'Plan 2' means drawing number SK201-01 P3 annexed to this deed at Annex 2

~~1.1.66~~1.1.69 'Plan 3' means drawing number SK205 P2 annexed to this deed at Annex 3

~~1.1.67~~1.1.70 'Plan 4' means drawing number 1361/22 revision E annexed to this deed at Annexure 4

~~1.1.68~~1.1.71 'Planning Inspector' means the inspector appointed by the Secretary of State to preside over the hearing in relation to the Appeal

~~1.1.69~~1.1.72 'the Planning Permission' means any planning permission issued by the Secretary of State in determining the Appeal

~~1.1.70~~1.1.73 'the Play Area' means two local areas for play, a combined local area for play/local equipped area for play and a multi-use games area for use by the general public to be provided on the Site in accordance with the Planning Permission

~~1.1.71~~1.1.74 'Policing Contribution' means the sum of £40,303 (forty thousand three hundred and three pounds) payable toward the infrastructure of Thames Valley Police including ANPR cameras, new premises, patrol vehicles and staff set up costs

~~1.1.72~~1.1.75 'Primary Matrix' means the formula $(A \times \text{£}W) + (B \times \text{£}X) + (C \times \text{£}Y) + (D \times \text{£}Z)$

where

A is the number of one Bedroomed Dwellings

B is the number of two Bedroomed Dwellings

C is the number of three Bedroomed Dwellings and

D is the number of Dwellings having four or more Bedrooms and

W, X, Y and Z are as follows

Matrix	1 Bed	2 Bed	3 Bed	4+ Bed
Primary	W = £0	X = £3,004	Y = £6,892	Z = £9,013

~~1.1.73~~1.1.76 'Primary School Infrastructure Contribution' means the sum calculated by applying the Primary Matrix to the Composition of the Development Index Linked (County) payable towards the cost of constructing a new primary school on the Gallagher Site

~~1.1.74~~1.1.77 'Primary School Land Contribution' means the sum of £153,750 (one hundred and fifty three thousand seven hundred and fifty pounds) Index Linked (County) payable towards the costs associated with the acquisition of land for a new primary school on the Gallagher Site required to mitigate the impact of the Development

~~1.1.75~~1.1.78 'the Promotion Agreement' means a promotion agreement dated 13 January 2015 in respect of the Site made between the Owner and the Promoter

~~1.1.76~~1.1.79 'a Protected Tenant' means any tenant who:

~~1.1.76.1~~1.1.79.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit, or

~~1.1.76.2~~1.1.79.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit, or

1.1.79.3 was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit

1.1.80 'Qualifying Application' means any separate application(s) in relation to the whole of or part of the Development or any application under Section 73 of the 1990 Act relating to the Planning Permission or to any permission issued pursuant to a Qualifying Application

~~1.1.76.3~~1.1.81 'Qualifying Permission' means any approval issued pursuant to a Qualifying Application

~~1.1.77~~1.1.82 'the Registered Provider' means a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any

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statutory replacement or amendment) as registered with the HCA or any other body who may lawfully provide or fund affordable housing from time to time

~~1.1.78~~1.1.83 'Relevant Agreement' means an agreement to secure planning obligations under section 106 of the 1990 Act and which relates to planning permission granted for development where such agreement has been entered into on or after 6 April 2010 and 'Relevant Agreements shall be construed accordingly

~~1.1.79~~1.1.84 'Relevant Date' means the date prescribed by paragraph (b) of the definition of 'relevant determination' in Regulation 123(4) of the CIL Regulations in respect of a determination of an application for planning permission being 6 April 2015 or any other date as may be prescribed in Regulation 123(4) of the CIL Regulations or by the Secretary of State as the case may be

~~1.1.80~~1.1.85 'Reserved Matters' means the ~~grant of reserved matters approval required pursuant to approval of all matters reserved for the Development as part of~~ the Planning Permission

~~1.1.81~~1.1.86 'the Rights of Way Contribution' means the sum of £28,600 (twenty eight thousand six hundred pounds) Index Linked (County) payable towards the cost of improvements to local public rights of way including to Banbury Bridleway 45, Bodicote Bridleway 11, Bodicote Footpath 16 and The Salt Way

~~1.1.82~~1.1.87 'Secondary Matrix' means the formula $(A \times \pounds O) + (B \times \pounds P) + (C \times \pounds Q) + (D \times \pounds R)$ where

A is the number of one Bedroomed Dwellings

B is the number of two Bedroomed Dwellings

C is the number of three Bedroomed Dwellings and

D is the number of Dwellings having four or more Bedrooms and

O, P, Q and R are as follows

Matrix	1 Bed	2 Bed	3 Bed	4+ Bed
Secondary	O = £0	P = £1,786	Q = £4,644	R = £7,502

~~1.1.83~~1.1.88 'Secondary School Infrastructure Contribution' means the sum calculated by applying the Secondary Matrix to the Composition of the Development Index Linked

(County) payable towards the cost of the expansion of capacity at Blessed George Napier Secondary School

~~1.1.84~~1.1.89 'Secondary School Land Contribution' means the sum of £146,250 (one hundred and forty six thousand two hundred and fifty pounds) Index Linked (County) payable towards the costs associated with the acquisition of additional secondary school land at Blessed George Napier Secondary School required to mitigate the impact of the Development

~~1.1.85~~1.1.90 'Secretary of State' means the Secretary of State for Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act

~~1.1.86~~1.1.91 'the Site' means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1

~~1.1.87~~1.1.92 'Social Rented Housing' means social rented housing as described in the definition of Affordable Housing set out at Annex 2 of the NPPF

~~1.1.88~~1.1.93 'Special Educational Needs Contribution' means the sum calculated by applying the Special Education Needs Matrix to the Composition of the Development Index Linked (County) payable towards the expansion of permanent special educational needs capacity at Frank Wise School

~~1.1.89~~1.1.94 'Special Educational Needs Matrix' means the formula $(A \times \text{£}S) + (B \times \text{£}T) + (C \times \text{£}U) + (D \times \text{£}V)$

where

A is the number of one Bedroomed Dwellings

B is the number of two Bedroomed Dwellings

C is the number of three Bedroomed Dwellings

D is the number of Dwellings having four or more Bedrooms and

S, T, U and V are as follows

Matrix	1 Bed	2 Bed	3 Bed	4+ Bed
SEN	S = £0	T = £94	U = £228	V = £327

~~1.1.95~~ 1.1.95 'Spine Road' means a road constructed within the Spine Road Corridor and on the area of land shown coloured brown purple and brown herringbone on Plan 2 to adoptable standards in accordance with the Spine Road Specification subject to such amendments as circumstances may reasonably and properly require

~~1.1.96~~ 1.1.96 'Spine Road Corridor' means that area within the Site shown edged with a green broken line on Plan 2 on which the Spine Road will be constructed

~~1.1.97~~ 1.1.97 'Spine Road Specification' means Plan 2, Plan 3, Plan 4 and the Banbury 17 Link Road –Specification which is annexed to this deed at Annexures 1 to 5

~~1.1.98~~ 1.1.98 'the Strategic Transport Contribution' means the sum calculated by applying the formula below and Index Linked (County) payable as a contribution towards strategic transport schemes at A4260 Upper Windsor Street/A460 Cherwell Street/Swan Close road junction

$$(A \times £442) + (B \times £638) + (C \times £994) + (D \times £1,336)$$

where

A is the number of one Bedroomed Dwellings

B is the number of two Bedroomed Dwellings

C is the number of three Bedroomed Dwellings, and

D is the number of Dwellings having four or more Bedrooms

~~1.1.99~~ 1.1.99 'the SUDS' means the sustainable urban drainage system for the Development as detailed in the approved SUDS Scheme

~~1.1.100~~ 1.1.100 'the SUDS Maintenance Contribution' means the sum of £17.30/sqm of balancing pond and £32.58/linear metre of ditch within the Development to be paid to the Council in the event that the SUDS are transferred to the Council such sum to be used towards the costs of ongoing management and maintenance of the SUDS

~~1.1.101~~ 1.1.101 'the SUDS Scheme' means a sustainable urban drainage system scheme for the Development which is to be submitted to and approved in writing by the Council prior to the Commencement of the Development, and which includes details of all the works features and measures for the SUDS that are proposed to be carried out constructed and implemented on the Site during the Development, and the timescales for when the said works features and measures are to be carried out

~~1.1.96~~ ~~1.1.102~~ 'the Travel Plan Monitoring Fee' means the sum of £1,240 (one thousand two hundred and forty pounds) Index Linked (County) payable towards the costs of monitoring the travel plan submitted and approved pursuant to the Planning Permission

1.2 Interpretation

- 1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.
- 1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.2.3 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.
- 1.2.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.2.5 Any reference to a statute or statutory provision shall include any modification, extension or re-enactment of it for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or statutory provision or deriving validity from it.
- 1.2.6 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.2.7 Headings where they are included are for convenience of reference only and are not intended to affect the interpretation of this deed.

2. Legal basis

- 2.1 This deed is made pursuant to the Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 2.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and the County Council as local planning authorities.

3. Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon:

- 3.1.1 the grant of the Planning Permission, and
- 3.1.2 the Commencement of Development by the Owner or by a person authorised by it

save for the provisions of clauses 1 and 2, this clause 3, and clauses 5 to 12 (inclusive) which shall come into effect immediately upon completion of this deed, and save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect upon the grant of Planning Permission

3.2 CIL Regulations and related matters

- 3.2.1 If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any one or more of the planning obligations contained in this deed:

- 3.2.1.1 is not a material planning consideration; or
- 3.2.1.2 can be given no or little weight in determining the Appeal; or
- 3.2.1.3 should be dealt with by a condition imposed upon the Planning Permission;
or
- 3.2.1.4 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations; or
- 3.2.1.5 requires funding or provision towards an Infrastructure project or towards a type of Infrastructure where the Council and/or the County Council have following the Relevant Date entered into five (5) or more Relevant Agreements which provide for the funding or provision towards the same Infrastructure project or towards that type of Infrastructure,

then subject to clause 9.2 of this deed such Planning Obligation shall not be enforceable pursuant to this deed and shall cease to have effect within this deed save to the extent set out in the Decision Letter.

3.2.2 In the event that the Secretary of State or the Planning Inspector grants the Planning Permission for the Development then if at the date of the grant of the Planning Permission a Charging Schedule has been approved by the Council and has come into effect any contribution payable under the terms of this deed which is for an Infrastructure project or type of Infrastructure set out in the Charging Schedule shall cease to be payable.

3.3 Duration

3.3.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is:

- (i) Quashed following a successful legal challenge or
- (ii) revoked or otherwise withdrawn or,
- (iii) is modified by any statutory procedure without the consent of the Owner or
- (iv) expires before the Commencement of Development.

3.3.2 No Party shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with its or their entire interest in the Site or (as the case may be) in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

3.4 Other development

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) granted (whether or not on appeal) after the date of this deed.

3.5 Non-enforcement

3.5.1 This deed shall not be enforceable against owners, occupiers or tenants of individual Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owners, occupiers or tenants or their mortgagees, except in respect of Schedule 2 paragraph 5.3 which shall remain enforceable against owners, occupiers and/or tenants of Affordable Housing Units and those deriving title from them to the extent permitted by

the terms of this deed save that it is intended that the restrictions on Occupation shall be enforceable against such persons

- 3.5.2 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

4. Owner's covenants

- 4.1 The Owner covenants with the Council as set out in Schedule 2.
4.2 The Owner covenants with the County Council as set out in Schedule 3.

5. The Promoter

- 5.1 The Promoter acknowledges and declares that:
- 5.1.1 this deed has been entered into by the First Owner and the Second Owner with their consent, and
 - 5.1.2 It is intended that the Site shall be bound by the obligations contained in this deed.

6. Provisions of immediate effect

- 6.1 On completion of this deed the Promoter shall pay to the Council and the County Council the reasonable legal costs incurred in the negotiation, preparation and execution of this deed of no more than £3,500 and £2,700 respectively.
- 6.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.3 The First Owner and the Second Owner shall give prompt written notice of any change in ownership of any of its or their interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain 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.

7. Notices

- 7.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 7.2 The address for any notice or other written communication shall be within the United Kingdom.
- 7.3 A notice or communication shall be served or given:
- 7.3.1 on the First Owner at the address specified at the Parties clause of this deed or such other address as shall from time to time be notified in writing to the Council and the County Council and
 - 7.3.2 on the Second Owner at its registered office from time to time or at such other address as shall be notified in writing to the Council and the County Council from time to time, and
 - 7.3.3 on the Promoter at its registered office from time to time, or such other address as shall be notified in writing to the Council and the County Council from time to time, marked for the attention of David Gladman, and
 - 7.3.4 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Head of Development Management and
 - 7.3.5 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of Director for Planning and Place quoting reference 15/01326/OUT.

8 Local land charge

This deed shall be registerable as a local land charge.

9 Jurisdiction and legal effect

- 9.1 This deed shall be governed by and interpreted in accordance with the law of England and the Parties submit to the jurisdiction of the English Courts.
- 9.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this deed.

- 9.3 No waiver (whether expressed or implied) by the 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 Council (or the County Council) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 9.4 The provisions of this deed (other than this clause 9.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

10 Indexation, interest and VAT

- 10.1 Any sum to be paid to the Council under Schedule 2 shall be increased by an amount equivalent to the increase in the Index (District) from the date of this deed until the date on which such sum is paid.
- 10.2 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the date of payment.
- 10.3 All consideration given in accordance with the terms of this deed shall be exclusive of any value added tax properly payable.

11 Indemnity

- 11.1 The Promoter (to the extent that the Owner has not been released from the planning obligations set out in this deed pursuant to clause 3.3.2 of this deed) hereby indemnifies and shall keep indemnified the Owner against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the Owner under this deed and any breach or non-performance of those obligations PROVIDED THAT this clause shall not be for the benefit of any successor in title to the Owner pursuant to a Disposal as defined in the Promotion Agreement.
- 11.2 The First Owner and the Second Owner shall each indemnify the other in respect of any failure by either of them to comply with an obligation on their part in this deed to carry out any works or to make any payment to the extent that such obligation relates to their respective parts of the Site, to the intent that the First Owner and the Second Owner respectively shall be liable to discharge any such obligations only in so far as they relate to the parts of the Site in their respective ownerships.

IN WITNESS of which the Owner and the Promoter have executed this deed as a deed and delivered it the day and year first before written.

SCHEDULE 1

The Owner's Title and Site Description

Title Number	Description of Site	Owner
ON291591	Freehold land on the west side of 17 Wykham Way Bodicote Banbury OX15 4BW	The Reverend Stephen Fletcher, Valerie Scarff, Robert Ernest Cooke, Sebastian Peissell, Sidella Ann Neal, Robert Timothy John Woodall, Margaret Clinkard, Susan Elizabeth Jelfs, Edward Thomas Frost, Graham Stephens and Patricia Ann Leeman
ON296484 (part)	Freehold land on the west side of White Post Road Bodicote Banbury	The Oxford Diocesan Board of Finance

SCHEDULE 2

The Owner's Covenants with the Council

1. Progress of development

1.1 The Owner shall notify the Council:

1.1.1 upon the Commencement of Development;

1.1.2 upon first Occupation of any part of the Development;

1.1.3 upon Occupation of the 100th Dwelling;

1.1.4 upon Occupation of the 150th Dwelling;

1.1.5 upon Occupation of the 200th Dwelling; and

1.1.6 upon Occupation of the 220th Dwelling

1.2 Not to Commence Development or to permit the Commencement of Development until the date of Reserved Matters which establishes the Composition of the Development

1.3 Not to construct any Dwellings other than in accordance with the Composition of the Development set out in the Reserved Matters

2. Payment of contributions

2.1 Not to Commence Development or to permit the Commencement of Development until the **Off Site Sports Facilities Contribution** has been paid to the Council

2.2 To pay the **Off-Site Sports Facilities Contribution** to the Council prior to Commencement of Development

2.3 Not to Occupy or to permit the first Occupation of the Development until the **Community Facility Build Contribution and the Community Facility Land Contribution** have been paid to the Council.

- 2.4 To pay the **Community Facility Build Contribution and the Community Facility Land Contribution** to the Council before the first Occupation of the Development
- 2.5 Not to Occupy or to permit the first Occupation of the Development until the **Burial Site Contribution** has been paid to the Council.
- 2.6 To pay the **Burial Site Contribution** to the Council before the first Occupation of the Development
- 2.7 Not to Occupy or to permit the first Occupation of more than 220 Dwellings until the **Allotment Contribution** has been paid to the Council.
- 2.8 To pay the **Allotment Contribution** to the Council before the first Occupation of more than 220 Dwellings
- 2.9 Not to Occupy or to permit the first Occupation of the Development until the **Policing Contribution** has been paid to the Council.
- 2.10 To pay the **Policing Contribution** to the Council prior to the first Occupation of the Development
- 2.11 In the event that the Open Space is transferred to the Council pursuant to paragraph 3.13 of this Schedule 2 to pay the **Open Space Maintenance Contribution** to the Council on the date of the transfer to the Council pursuant to paragraph 3.13 of this Schedule 2
- 2.12 In the event that the On-Site Outdoor Sports Facilities are transferred to the Council pursuant to paragraph 3.~~35-37~~ of this Schedule 2 to pay the On-Site Outdoor Sports Facilities Contribution to the Council on the date of the transfer to the Council pursuant to paragraph 3.~~35-37~~ of this Schedule 2

3. Allotments Bridleway Open Space SUDS and Car Park

Car Park Obligation

- 3.1 Prior to Commencement of Development to submit to the Council the ~~details of the~~ Car Park Specification for approval and not to Commence Development until the Council has approved in writing ~~the details of the~~ Car Park Specification
- 3.2 To complete the construction of the Car Park in accordance with the Planning Permission and the Car Park Specification to the reasonable satisfaction of the Council prior to substantial completion of the Highway Works the first Occupation of any Dwelling and and not to carry out any further works in relation to the Development Occupy or to permit the first Occupation of the Development until the construction of the Car Park has been satisfactorily completed~~constructed~~ in accordance with this paragraph 3.2
- 3.3 Upon completion of the construction of the Car Park in accordance with the Planning Permission and the Car Park Specification to notify the Council of completion and to request that the Council inspects the Car Park within thirty working days of such notification and issues a Final Completion Certificate in respect of the Car Park
- 3.4 If upon inspection of the Car Park pursuant to paragraph 3.3 of this Schedule the Council identifies in writing any works which are necessary to bring the Car Park up to the standard required by the Planning Permission and the Car Park Specification to complete such works as soon as reasonably practicable and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council) IT BEING AGREED THAT notwithstanding the above the Owner shall not cause or permit the first Occupation of any Dwelling until a Final Completion Certificate has been issued by the Council
- 3.5 Not to Occupy more than 220 Dwellings comprised in the Development until the Car Park has been transferred to the Management Company on the terms set out in Schedule 4
- 3.6 To manage and maintain the Car Park from the date of the substantial completion of the construction of the Car Park ~~Final Completion Certificate in respect of it~~ in accordance with the approved Management Plan

Open Space Play Area and Bridleway Obligations

- 3.7 Prior to Commencement of Development to submit to the Council for approval the Open Space Works Specification the Bridleway Scheme the Bridleway Specification and the Management Plan, and not to Commence Development until the Council has approved in writing the Open Space Works Specification the Bridleway Scheme the Bridleway Specification and the Management Plan
- 3.8 Prior to the Commencement of Development to submit to the Council for approval evidence of the formation and objectives of a Management Company for the purpose of managing and maintaining the Car Park the Open Space the SUDS and the Bridleway, and not to Commence Development until such approval has been received in writing from the Council

~~3.9 Not to permit or allow the Occupation of more than 75% of the Dwellings until the Open Space not including the Play Area has been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification and an Interim Completion Certificate has been issued by the Council.~~

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~~3.10~~ 3.9 Upon completion of the laying out of the Open Space and/or the Bridleway in accordance with the approved Open Space Works Specification and the Bridleway Scheme as appropriate to notify the Council of completion and to request that the Council inspects the Open Space and/or the Bridleway within thirty working days of such notification and issues an Interim Completion Certificate in respect thereof.

~~3.11~~ 3.10 If upon inspection of the Open Space and/or the Bridleway pursuant to paragraph 3.9 the Council identifies in writing any works which are necessary to bring the Open Space and/or the Bridleway up to the standard required by the approved Open Space Works Specification or the Bridleway Scheme as appropriate to complete such works as soon as reasonably practicable, and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council)

~~3.11~~ Not to permit or allow the Occupation of more than 75% of the Dwellings until the Open Space (not including the Play Area) and the Bridleway has been provided and/or constructed (as

appropriate) in complete accordance with the approved Open Space Works Specification and the Bridleway Scheme and an Interim Completion Certificate has been issued by the Council.

3.12 To maintain the Open Space and the Bridleway in accordance with the approved Management Plan and the Bridleway Scheme for the Maintenance Period or until the date upon which the transfer described in paragraph 3.14 below has been completed whichever first occurs.

~~3.12~~ Not to permit or allow the Occupation of more than 90% of the Dwellings until the Open Space (not including the Play Area) and the Bridleway has been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification and the Bridleway Scheme and a Final Completion Certificate has been issued by the Council.

3.13 Upon completion of the Maintenance Period for the Open Space and the Bridleway to request that the Council inspects the Open Space and the Bridleway within thirty working days and issues a Final Completion Certificate.

3.14 If upon inspection of the Open Space and ~~for~~ the Bridleway pursuant to paragraph 3.13 the Council identifies in writing any works which are necessary to bring the Open Space and ~~for~~ the Bridleway up to the standard required by the approved Open Space Specification or the Bridleway Scheme as appropriate to complete such works as soon as reasonably practicable, and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council)

~~3.14~~3.15 Once the Council has issued a Final Completion Certificate in respect of the Open Space and the Bridleway to invite the Council or the Management Company to accept a transfer of the Open Space and the Bridleway in accordance with the details approved by the Council under the approved Management Plan and on the terms set out in Schedule 4.

~~3.15~~3.16 In the event that the Car Park Open Space and/or the Bridleway are transferred to the Management Company to procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:

- (i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the Open Space in accordance with the approved Management Plan and the Bridleway in accordance with the Bridleway Scheme as appropriate; and
- (ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 3.16 (i) and 3.16 (ii) of Schedule 2.

~~3.16~~3.17 Not to amend the approved Management Plan Open Space Works Specification SUDS Scheme Allotment Scheme or the Bridleway Scheme without the Council's written consent.

~~3.17~~3.18 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council have otherwise first agreed in writing.

~~3.18~~ — ~~To maintain the Bridleway in accordance with the approved Bridleway Scheme until the Bridleway has been transferred to the Management Company pursuant to paragraph 3.20 of this Schedule 2~~

~~3.19~~ — ~~Not to permit or allow the Occupation of more than 220 Dwellings until the Bridleway has been provided and/or constructed (as appropriate) in complete accordance with the approved Bridleway Scheme and transferred to the Management Company on terms set out in Schedule 4~~

~~3.20~~3.19 Subject to paragraph 3.~~23~~22 below not to permit or allow the Occupation of more than 100 Dwellings until that part of the Play Area which comprises one local area for play has been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification and an Interim Completion Certificate has been issued by the Council.

~~3.23~~3.20 Subject to paragraph 3.2~~3~~ below not to permit or allow the Occupation of more than 220 Dwellings until that part of the Play Area which comprises a second local area for play a combined local area for play/local equipped area for play and a multi-use games area have been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification and an Interim Completion Certificate has been issued by the Council.

~~3.23~~3.21 The Play Area shall be provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification by the 4th anniversary of the Commencement of Development if this is earlier than is required by paragraphs 3.~~21~~19 and 3.2~~0~~2 respectively.

~~3.23~~3.22 In relation only to the Play Area the request for the Council to inspect pursuant to paragraph 3.~~23~~12 shall be accompanied by a ROSPA post installation report and risk assessment no older than 11 months.

~~3.24~~3.23 For the avoidance of doubt paragraphs 3.10~~3~~ to 3.~~17~~17 inclusive of this Schedule 2 apply mutatis mutandis to the Play Area.

Allotments

~~3.25~~3.24 Prior to the Commencement of Development to submit to the Council for approval the Allotment Scheme and not to Commence Development until the Council has approved in writing the Allotment Scheme

~~3.26~~3.25 Not to permit or allow the Occupation of more than 220 Dwellings until the Allotments have been laid out in complete accordance with the Planning Permission and the Allotment Scheme and for the purposes of this covenant the First Owner will on request permit the Second Owner or the successors in title of the First Owner and/or the Second Owner access to the land identified for the Allotments in the Allotment Scheme for the purpose of laying out constructing and servicing them

~~3.27~~3.26 Upon completion of the laying out of the Allotments in accordance with the Planning Permission and the Allotment Scheme to notify the Council of completion and to request that the Council inspects the Allotments within thirty working days of such notification and issues a Final

Completion Certificate IT BEING UNDERSTOOD that no more than 220 Dwellings shall be Occupied until a Final Completion Certificate in relation to the Allotments has been issued by the Council

~~3.28~~3.27 If upon inspection of the Allotments the Council identifies in writing any works are necessary to bring the Allotments up to the standard required by the approved Allotment Scheme to complete such works as soon as reasonably practicable and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council)

~~3.29~~3.28 Once the Allotments have been laid out constructed and serviced in accordance with the Allotment Scheme the First Owner will manage and maintain the Allotments in accordance with the approved Allotment Scheme conditional on the transfer of funds from the Allotment Contribution to them by the Council

~~3.30~~3.29 The First Owner covenants that the Allotments will not after they have been laid out in accordance with paragraph 3.30 be used for any purpose other than Allotments for the growing of vegetables and/or fruit and/or flowers

On-Site Outdoor Sports Facilities

~~3.31~~3.30 Prior to the Commencement of Development to submit to the Council for approval the On-Site Outdoor Sports Facilities Specification and the On-Site Outdoor Sports Facilities Management Plan and not to Commence Development until the Council has approved in writing the On-Site Outdoor Sports Facilities Specification and the On-Site Outdoor Sports Facilities Management Plan

~~3.32~~3.31 Not to permit or allow the Occupation of more than 220 Dwellings until the On-Site Outdoor Sports Facilities have been laid out and an Interim Completion Certificate has been issued by the Council

~~3.33~~3.32 Upon completion of the laying out and construction of the On-Site Outdoor Sports Facilities in accordance with the Planning Permission and the On-Site Outdoor Sports Facilities Specification

to notify the Council of completion and to request that the Council inspects the On-Site Outdoor Sports Facilities within thirty working days of such notification and issues an Interim Completion Certificate in respect thereof

~~3-343.33~~ If upon inspection of the On-Site Outdoor Sports Facilities pursuant to paragraph 3.33 of this Schedule 2 the Council identifies in writing any works are necessary to bring the On-Site Outdoor Sports Facilities up to the standard required by the approved On-Site Outdoor Sports Facilities Specification to complete such works as soon as reasonably practicable and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council)

~~3-353.34~~ To manage and maintain the On-Site Outdoor Sports Facilities in accordance with the On-Site Outdoor Sports Facilities Management Plan for the Maintenance Period or until the On-Site Outdoor Sports Facilities have been transferred to the Council in accordance with Schedule 5 whichever first occurs

~~3-363.35~~ Upon completion of the Maintenance Period for the On-Site Outdoor Sports facility to request that the Council inspect the On-Site Outdoor Sports Facility within thirty working days and issues a Final Completion Certificate

~~3-373.36~~ If upon inspection of the On-Site Outdoor Sports Facilities pursuant to paragraph 3.36 of this Schedule 2 the Council identifies in writing any works are necessary to bring the On-Site Outdoor Sports Facilities up to the standard required by the approved On-Site Outdoor Sports Facilities Specification to complete such works as soon as reasonably practicable and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council)

~~3-383.37~~ Once the Council has issued a Final Completion Certificate in respect of the On-Site Outdoor Sports Facilities to invite the Council to accept a transfer of the On-Site Outdoor Sports Facilities on the terms set out in Schedule 5 and in the event that the Council accepts the transfer the Owner shall pay the On-Site Outdoor Sports Facilities Contribution

4. The SUDS

- 4.1 Prior to the Commencement of Development to submit to the Council for approval the SUDS Scheme and not to Commence Development until the Council has approved in writing the SUDS Scheme
- 4.2 To implement the approved SUDS Scheme in accordance with the timescales set out therein.
- 4.3 Upon the completion of the laying out of the SUDS in accordance with the approved SUDS Scheme to notify the Council of completion and to request that the Council inspects the SUDS within thirty working days of such request and issues an Interim Completion Certificate.
- 4.4 If upon inspection of the SUDS pursuant to paragraph 4.3 the Council identifies in writing any works which are necessary to bring the SUDS up to the standard required by the approved SUDS Scheme to complete such works as soon as reasonably practicable and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council)
- 4.5 To maintain the SUDS in accordance with the approved Management Plan for the Maintenance Period or until the date upon which the transfer described in paragraph 4.8 below has been completed whichever occurs later.
- 4.6 Upon completion of the Maintenance Period for the SUDS to request that the Council inspects the SUDS within thirty working days and issues a Final Completion Certificate.
- 4.7 If upon inspection of the SUDS pursuant to paragraph 4.6 the Council identifies in writing any works which are necessary to bring the SUDS up to the standard required by the SUDS scheme to complete such works as soon as reasonably practicable and in any event within 8 weeks of the Council identifying such works pursuant to this paragraph (or such longer period as may be agreed by the Council)
- 4.8 Once the Council has issued a Final Completion Certificate in respect of the SUDS to transfer the SUDS to the Management Company or the Council in accordance with the details approved by the Council under the approved Management Plan and on the terms set out in Schedule 4 and in the event that the SUDS are transferred to the Council the Owner shall pay to the Council the SUDS Maintenance Contribution.
- 4.9 In the event that the SUDS are transferred to the Management Company to procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:

- (i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the SUDS in accordance with the approved Management Plan; and
- (ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 4.9 (i) and 4.9 (ii) of Schedule 2.

5. Affordable housing

- 5.1 Not to permit or allow the Commencement of Development until the Affordable Housing Scheme has been agreed in writing by the Council.
- 5.2 No more than 65% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation, and written notification of that has been received by the Council.
- 5.3 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the approved Affordable Housing Scheme, save that this obligation shall not be binding on:
 - 5.3.1 any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and chargees, or
 - 5.3.2 any Chargee provided that he has first complied with the Chargee's Duty, or
 - 5.3.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
- 5.4 No more than 75% of the Market Housing Units shall be Occupied until the Affordable Housing Units have been transferred to the Registered Provider such transfer to include the following:
 - 5.4.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units;
 - 5.4.2 full and free rights to the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits in the adjoining land up to and

abutting the boundary to the Affordable Housing Units, all such services to be connected to the mains; and

5.4.3 a reservation of all rights of access and passage of services and rights of entry necessary for the purposes of the Development.

5.5 The Chargee shall, before seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give not less than three months' prior notice to the Council of its intention to dispose, and the following provisions shall apply, provided that the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage :

5.5.1 if the Council responds within two months from receipt of the Chargee's notice and indicates that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing, the Chargee shall co-operate with those arrangements and use its best endeavours to secure the transfer.

5.5.2 If the Council or any other person cannot within two months of the date of service of its response under paragraph 5.5.1 secure the transfer then, provided that the Chargee has complied with its obligations under paragraph 5.5.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph 5 which shall then cease to apply to those units.

5.5.3 If the Council does not serve its response to the Chargee's notice within two months, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph 5 which shall then cease to apply to those units.

6. Deemed Certificates

If the Council fails to carry out an inspection within thirty working days (or such other longer period which may be agreed between the parties acting reasonably) of a written request the relevant certificate (whether an Interim Completion Certificate or a Final Completion Certificate) will be deemed to have been issued

SCHEDULE 3

The Owner's Covenants with the County Council

1. Progress of development

- 1.1 The Owner shall notify the County Council of the occurrence of the following events within 14 days of their first occurrence:
 - 1.1.1 upon the Commencement of Development, and
 - 1.1.2 upon first Occupation of any part of the Development.
 - 1.1.3 the first Occupation of the 50th Dwelling on the Site
 - 1.1.4 the first Occupation of the 70th Dwelling on the Site
 - 1.1.5 the first Occupation of the 100th Dwelling on the Site
 - 1.1.6 the first Occupation of the 150th Dwelling on the Site
 - 1.1.7 the first Occupation of the 200th Dwelling on the Site
 - 1.1.8 upon first Reserved Matters
- 1.2 Not to Commence Development or to permit the Commencement of Development until the date of Reserved Matters which establishes the Composition of the Development
- 1.3 Not to construct any Dwellings other than in accordance with the Composition of the Development set out in the Reserved Matters

2. Payment of contributions

- 2.1 Not to Commence Development or to permit the Commencement of Development until the **Travel Plan Monitoring Fee** has been paid to the County Council.
- 2.2 To pay the **Travel Plan Monitoring Fee** to the County Council prior to the Commencement of Development
- 2.3 To pay the **Bus Infrastructure Contribution** to the County Council in the following instalments:
 - 2.3.1 £13,410 (thirteen thousand four hundred and ten pounds) prior to the first Occupation of any Dwelling and

- 2.3.2 the balance prior to the first Occupation of more than 150 Dwellings
- 2.4 The Owner shall not Occupy or permit the first Occupation of any Dwelling until the payment referred to at paragraph 2.3.1 has been made
- 2.5 The Owner shall not Occupy or permit the first Occupation of more than 150 Dwellings until the payment referred to at paragraph 2.3.2 has been made
- 2.6 To pay the **Bus Service Contribution** to the County Council prior to the first Occupation of more than 100 Dwellings
- 2.7 Not to Occupy or to permit the first Occupation of more than 100 Dwellings until the **Bus Service Contribution** has been paid to the County Council.
- 2.8 To pay the **Rights of Way Contribution** to the County Council prior to the first Occupation of more than 50 Dwellings
- 2.9 Not to Occupy or to permit the first Occupation of more than 50 Dwellings until the **Rights of Way Contribution** has been paid to the County Council.
- 2.10 The Owner shall pay the **Primary School Infrastructure Contribution** to the County Council in the following instalments:
- 2.10.1 50% on the Commencement of Development, and
- 2.10.2 the balance prior to the first Occupation of the 100th Dwelling.
- 2.11 The Owner shall not Commence Development until the payment referred to at paragraph 2.10.1 above has been made.
- 2.12 The Owner shall not Occupy or permit the Occupation of the 100th Dwelling until the payment referred to at paragraph 2.10.2 above has been made.

- 2.13 To pay the **Education Land Contribution** to the County Council prior to the Commencement of Development
- 2.14 Not to Commence Development or to permit the Commencement of Development until the **Education Land Contribution** has been paid to the County Council.
- 2.15 The Owner shall pay the **Secondary School Infrastructure Contribution** to the County Council in the following instalments:
- 2.15.1 50% on the first Occupation of the 50th Dwelling, and
- 2.15.2 the balance prior to the first Occupation of the 150th Dwelling.
- 2.16 The Owner shall not Occupy or permit the first Occupation of the 50th Dwelling until the payment referred to at paragraph 2.15.1 above has been made.
- 2.17 The Owner shall not Occupy or permit the first Occupation of the 150th Dwelling until the payment referred to at paragraph 2.15.2 above has been made.
- 2.18 To pay the **Special Educational Needs Contribution** to the County Council prior to the first Occupation of the 200th Dwelling
- 2.19 Not to Occupy or permit the first Occupation of the 200th Dwelling until the **Special Educational Needs Contribution** has been paid to the County Council.
- 2.20 The Owner shall pay the **Strategic Transport Contribution** to the County Council in the following instalments:
- 2.20.1 50% prior to first Occupation of the 70th Dwelling, and
- 2.20.2 the balance prior to the first Occupation of the 150th Dwelling.
- 2.21 The Owner shall not Occupy or permit the first Occupation of more than 70 Dwellings until the payment referred to at paragraph 2.20.1 above has been made.

- 2.22 The Owner shall not Occupy nor permit the first Occupation of more than 150 Dwellings until the payment referred to at paragraph 2.20.2 above has been made.
- 2.23 The Owner shall pay the **Administration Fee (County)** to the County Council prior to the Commencement of Development.
- 2.24 The Owner shall not Commence Development until the payment referred to at paragraph 2.23 above has been made.

3. Spine Road

The Owner undertakes to the County Council

- 3.1 Not to Commence Development until the Owner has entered into Section 38 and/or Section 278 agreements with the County Council in respect of the Spine Road in forms of agreement to be agreed with the County Council
- 3.2 Not to cause or permit any Development to take place on the Spine Road Corridor that would be incompatible with the construction of the Spine Road in the Spine Road Corridor
- 3.3 Not to cause or permit any Development other than construction of the Spine Road to take place on the area of Spine Road shown coloured brown, purple and brown herringbone on Plan 2 and to construct that part of the Spine Road shown coloured brown, purple and brown herringbone on the Spine Road Plan in the location and at the coordinates shown on the Plan 2
- 3.4 Not to allow more than 3 years to elapse from the Commencement of Development or to cause or permit the first Occupation of more than 150 Dwellings whichever occurs first until the Spine Road has been completed in accordance with the Spine Road Specification to binder course level (but with iron work flush with the binder course) and opened to vehicular and pedestrian traffic (including buses) and to complete the Spine Road in accordance with the Spine Road Specification to binder course level (but with iron work flush with the binder course) and to open Spine Road to vehicular and pedestrian traffic (including buses) prior to 3 years from the Commencement of Development or the first Occupation of the 150th Dwelling whichever occurs first

- 3.5 Not to cause or permit the Commencement of Development until there has been submitted to and approved by the County Council drawings and technical information for the Spine Road in accordance with the Spine Road Specification

SCHEDULE 4

Provisions relating to the transfer of the Car Park the Open Space the SUDS and the Bridleway

The transfer of the Car Park the Open Space the SUDS and the Bridleway to the Council and/or to the Management Company shall:

- i. be a transfer of the entire freehold interest of the Car Park the Open Space the SUDS and the Bridleway
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. in respect of the Car Park be subject to a covenant which prohibits the use of the Car Park for any purpose other than for the parking of cars and motorcycles
- vi. in respect of the Open Space be subject to a covenant which prohibits the use of the Open Space the SUDS and the Bridleway for any purpose other than for public recreation and amenity with appropriate restrictions and conditions relating to drainage and/or Bridleway use
- vii. include all usual and necessary rights of way with or without vehicles for the benefit of the Car Park the Open Space the SUDS and the Bridleway
- viii. reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Car Park the Open Space the SUDS and the Bridleway
- ix. reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- x. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the Car Park the Open Space the SUDS or the Bridleway
- xi. not require consideration in excess of one pound (£1)

- xii. in the case of a transfer to the Management Company contain a covenant by the Management Company for the benefit of the Council that the Management Company will manage and maintain the Car Park the Open Space the SUDS and the Bridleway in accordance with the approved Management Plan the SUDS Scheme and the Bridleway Scheme as appropriate

SCHEDULE 5

Provisions relating to the transfer of the On-Site Outdoor Sports Facilities

The transfer of the On-Site Outdoor Sports Facilities to the Council shall:

- i. be a transfer of the entire freehold interest of the On-Site Outdoor Sports Facilities
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. be subject to a covenant which prohibits the use of the On-Site Outdoor Sports Facilities for any other purpose other than public recreation and amenity
- vi. include all usual and necessary rights of way with or without vehicles for the benefit of the On-Site Outdoor Sports Facilities
- vii. reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the On-Site Outdoor Sports Facilities
- viii. reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- ix. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the On-Site Outdoor Sports Facilities
- x. not require consideration in excess of one pound (£1)

ANNEX 1

Plan 1 - Drawing number 2013-049-100-001-F

ANNEX 2

Plan 2 - Drawing Number SK201-01-P3

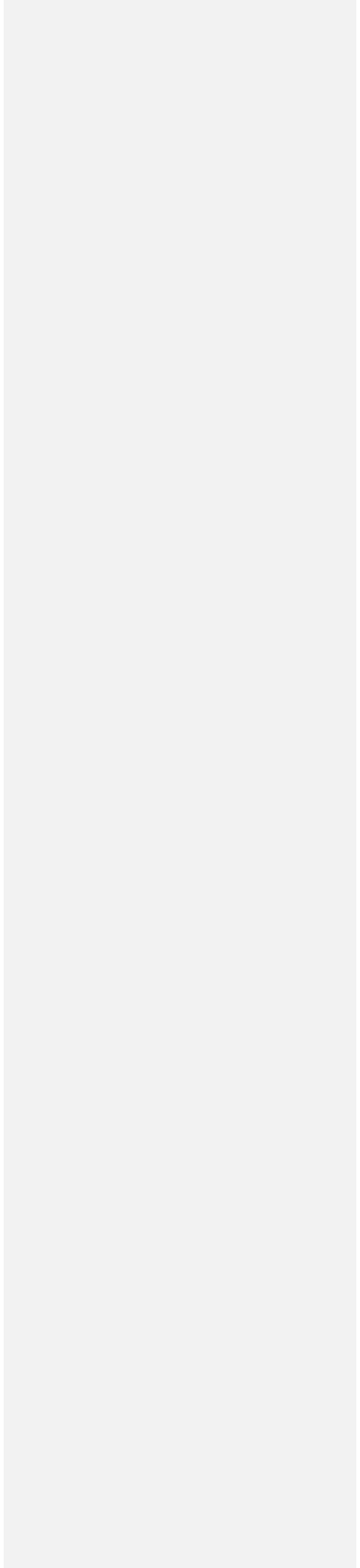
ANNEX 3

Plan 3 - Drawing Number SK205-P2

ANNEX 4

Plan 4 - Drawing Number 1361/22 revision E

ANNEX 5
Banbury 17 Link Road – Specification



Signed as a deed on behalf of the First Owner by SEBASTIAN
PEISSEL and GRAHAM STEPHENS, two of their number, under SEBASTIAN PEISSEL
an authority conferred pursuant to section 333 of the Charities
Act 2011, in the presence of: GRAHAM STEPHENS
Authorised signatories

Signature of Witness

Name (in BLOCK CAPITALS) of Witness

Address of Witness:

Occupation of Witness:

EXECUTED as a deed by the affixing of
THE COMMON SEAL of **THE OXFORD**
DIOCESAN BOARD OF FINANCE
in the presence of:-

Member

Secretary

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
Acting by a director

.....
Director

in the presence of:

Witness signature:

Witness name:

Witness address:

.....

.....

Occupation: