**NW Bicester Section 106 Agreement Deed of Variation**

**Draft Heads**

A2Dominion has submitted a Deed of Variation to amend the Section 106 Agreement entered into on 9 July 2012 in respect of the NW Bicester Exemplar planning permission (LPA reference 10/01780/HYBRID).

Please find set out below the existing heads as currently set out in the Section 106 Agreement, and A2Dominion’s proposed draft Heads.

**ECOLOGICAL AND LANDSCAPE MANAGEMENT, OPEN SPACE AND PLAY AREAS**

**Existing Heads (7th Schedule, Clause 1.14)**

Will provide to the District Council prior to the issue of the Practical Completion Certificate in respect of each area of Strategic Open Space and Play Area a ROSPA post installation report and Risk Assessment for that Strategic Open Space and Play Area (which RoSPA report and Risk Assessment must be satisfactory to the District Council (acting reasonably) ) and thereafter will provide a satisfactory RoSPA report in respect of the area of Strategic Open Space and Play Area annually until the date of transfer of the area of Strategic Open Space and Play Area to the District Council (or the District Council’s Nominee or the LMO as applicable in accordance with this Schedule) none of which RoSPA reports shall be more than eleven months old at the date it is provided to the District Council or otherwise and which must be satisfactory to the District Council (acting reasonably).

**Proposed Heads**

The Owner shall undertake a playground inspection every 12 months, and thereafter share the report with the District Council if requested. Inspections shall assess the following:

1. General Site Condition
2. Play Surface
3. Climbing Apparatus
4. Play Apparatus

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

**Existing Heads (8th Schedule, Clause 1.6, 1.7 and 1.15)**

Will Service and Substantially Complete the Retail Store prior to the Occupation of 250 Dwellings and will not cause or permit more than 249 Dwellings to be Occupied until the Retail Store has been Serviced and Substantially Completed to the reasonable satisfaction of the District Council.

Will Service and Substantially Complete the Community Hall in accordance with the Community Hall Specification and to the reasonable satisfaction of the District Council as evidenced by the issue by the District Council of a Certificate of Practical Completion prior to the Occupation of 250 Dwellings and will not cause or permit more than 249 Dwellings to be Occupied until the Community Hall has been Serviced and Substantially completed in accordance with the Community Hall Specification and the District Council has issued a Certificate of Practical Completion in respect of it.

Will Substantially Complete the Offices, Nursery and the Ancillary Retail Stores prior to the Occupation of 350 Dwellings and will not cause or permit more than 349 Dwellings to be Occupied until the Offices, Nursery, and Ancillary Retail Stores have been Substantially Completed to the reasonable satisfaction of the District Council and the strategies submitted pursuant to paragraph 1.14 of this Schedule have been approved in writing by the District Council.

**Proposed Heads**

Within one month of the date of the Legal Agreement, the Developer shall commence a Review of the form and uses of the Local Centre to provide, where feasible and viable, facilities and services to support the residents of the Development. The Local Centre Review will test the feasibility and viability of the following uses: Class A1 Retail Convenience store (no more than 503 sqm in size), Flexible Use Class A1/A3/A5 retail units (no more than 444 sqm in size), Class D1 Community Hall (no more than 523 sqm in size), Class D1 Nursery (no more than 869 sqm in size), Class A4 Public House (no more than 664 sqm in size, including garden) and Flexible Use Class A2/B1(a)/B1/D1 commercial units for a use no more than 614 sqm. The Local Centre Review shall also consider temporary community facilities and an interim scheme for temporary provision of retail facilities to meet the day to day needs of the residents of the Development.

The Local Centre Review shall be completed within 6 months of commencement.

Within 6 months of completion of the review, the Developer shall submit a planning application for the Local Centre to the District Council.

The application shall be accompanied by a programme and strategy for the marketing and letting of the Retail Store to the District Council for approval in conjunction with the planning application. The Developer shall market the Retail Store in accordance with the strategy approved by the District Council.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.2)**

Will not cause permit the Construction of any Dwelling until an Interim Code Certificate has been issued by an Assessor for it certifying that Code Level 5 of the Code for Sustainable Homes will be achieved and such Interim Code Certificate has been provided to the District Council.

**Proposed Heads**

Will not cause or permit the construction of a dwelling until a Design Stage Report has been issued by an Assessor for it certifying that Code Level 5 of the Code for Sustainable Homes will be achieved and such Design Stage Report has been provided to the District Council.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.3)**

Will not cause or permit any Dwelling to be Occupied until an Assessor has confirmed compliance with Code Level 5 of the Code for Sustainable Homes for it and this compliance has been notified in writing to the District Council.

**Proposed Heads**

Within 6 months of completion of a phase, will notify the Council in writing that an Assessor has confirmed compliance of that phase with Code Level 5 of the Code for Sustainable Homes.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.4)**

Will not cause or permit any Dwelling to be Occupied until an Assessor has confirmed compliance with Code Level 5 of the Code for Sustainable Homes for it and this compliance has been notified in writing to the District Council.

**Proposed Heads**

Within 6 months of completion of a phase, the Developer will notify the Council in writing that an Assessor has confirmed compliance of that phase with Code Level 5 of the Code for Sustainable Homes.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.5)**

Will Construct or procure the Construction of all non-residential buildings in the Development to BREEAM excellent standards.

**Proposed Heads**

Will Construct or procure the Construction of all non-residential buildings, other than the energy centre, in the Development to BREEAM excellent standards.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.6)**

Will not cause or permit the Construction of any non-residential buildings until a Design Assessment Certificate has been issued by an Assessor for its certifying that BREEAM excellent standard will be achieved and such Design Assessment Certificate has been provided to the District Council.

**Proposed Heads**

Will not cause or permit the Construction of any non-residential buildings, other than the energy centre, until a Design Assessment Certificate has been issued by an Assessor for it certifying that BREEAM excellent standard will be achieved and such Design Assessment Certificate has been provided to the District Council.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.7)**

Will not cause or permit any non-residential building in the Development to be Occupied until a Post Construction Certificate has been issued by an Assessor for it certifying that BREEAM excellent standard has been achieved and such Post Construction Certificate has been provided to the District Council.

**Proposed Heads**

Will not cause or permit any non-residential building in the Development, other than the energy centre, to be Occupied until a Post Construction Certificate has been issued by an Assessor for it certifying that BREEAM excellent standard has been achieved and such Post Construction Certificate has been provided to the District Council.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.8)**

Prior to commencement of Construction of any Relevant Infrastructure Works will provide to the District Council a CEEQUAL Excellent Certificate for those works.

**Proposed Heads**

Prior to commencement of Construction of any Relevant Infrastructure Works will provide to the District Council a CEEQUAL Excellent Interim Client and Outline Design Award Certificate for those works. Within 6 months of completion of any Relevant Infrastructure Works, will provide to the District Council a CEEQUAL Excellent Whole Team Award Certificate.

**CONSTRUCTION STANDARDS**

**Existing Heads (13th Schedule, Clause 1.9)**

Will not cause or permit the Construction of any Relevant Infrastructure Works until a CEEQUAL Excellent Certificate for those works has been provided to the District Council.

**Proposed Heads**

Will not cause or permit the Construction of any Relevant Infrastructure Works until a CEEQUAL Excellent Interim Client and Outline Design Award Certificate for those works has been provided to the District Council. Within 6 months of the completion of any Relevant Infrastructure Works, will provide to the District Council a CEEQUAL Excellent Whole Team Award Certificate.

**OFF SITE HIGHWAYS WORKS**

**Existing Heads (Part 2, Clause 4)**

Bus Lay-By Works (in principle drawing 7207 UA001881 Issue 6)

Bus Lay-By Works on the western side of the B4100 to the north of the South Entrance Works together with associated footway works linking up to the South Entrance Works and to include:

(a) Sheltered Sheffield stand cycle parking; and

(b) A bus shelter with seats of a design to be approved by the County Council and which accommodates the installation and operation of a real time information display unit at the shelter and associated works including ducting to accommodate the cabling for a real time information display unit with cabling to the junction where the sub-surface ducting connects to the ‘riser’ ducting at the shelter.

**Proposed Heads**

The Owner shall provide Cycle Parking to the north of the South Entrance, in accordance with the specification dated X and in the broad location marked onPlan X.

**ON-SITE HIGHWAYS WORKS**

**Existing Heads (18th Schedule, Clause 4.1)**

Not to cause or permit Implementation in respect of any part of Phase 3 or Phase 4 (other than levelling works and provision of haul road) until the Spine Road Phase 2 has been completed to adoption standard to binder course level (but with iron work flush with the binder course) in accordance with the provisions of the Section 38 Agreement for the Spine Road Phase 2 and opened to vehicular and pedestrian traffic (including buses).

**Proposed Heads**

Not to permit the Occupation of any Dwelling in Phase 3 and Phase 4 until the Spine Road Phase 2 has been completed to adoption standard to binder course level (but with iron work flush with the binder course) in accordance with the provisions of the Section 38 Agreement for the Spine Road Phase 2 and opened to vehicular and pedestrian traffic (including buses).

**ON-SITE HIGHWAYS WORKS**

**Existing Heads (18th Schedule, Clause 4.2)**

To cause or permit commencement of any works in respect of the Spine Road Phase 2 until there has been approved in writing by the County Council (with or without amendments and conditions) a scheme for the installation of cameras for monitoring the use of the part of the Spine Road Phase 2 that is to constitute a bus only route (as shown indicatively on the On Site Highways Plan) such scheme to address the location of cameras their specification and installation which shall comply with all regulations and good practice guidance for camera enforcement of bus lanes (including Statutory Instruments 2005/2756 and Provisional Guidance of the 7 November 2005 as updated and replaced from time to time).

**Proposed Heads**

Prior to commencement of the Spine Road Phase 2, the Developer shall submit drawings and technical information in accordance with Part 2 of this Schedule for the bus only route (as shown indicatively on the On Site Highways Plan) to the County Council for approval. Such scheme shall deter cars and encourage the use of bus, cycles and walking as predominant modes of transport.

Part 2:

1. Location Plan
2. Typical cross sections
3. Layout drawings at 1:1250 scale
4. Design Statement
5. Assessment on the distribution of traffic
6. Updated Transport Assessment
7. Programme of delivery

The scheme shall be implemented in accordance with a programme that shall form part of the scheme referred to above and shall be retained unless agreed otherwise in writing between the parties.

Not to cause or permit commencement of any works on the bus only route until there has been approved in writing by the County Council a Section 38 Agreement for the construction of the bus only route.

**TRANSPORT (MISCELLANOUS)**

**Existing Heads (20th Schedule, Clauses 2.1, 2.1.1 and 2.1.2)**

Not to cause or permit the opening of any show home to visitors (or if earlier Occupation of any Dwelling or any other building at the Site) until the Travel Plan Co-ordinator has been appointed and is in post and the Owner and the Developer further covenant that A Travel Plan Co-ordinator shall be in post from the date of appointment of the first Travel Plan Co-ordinator until 10 years from the date of Occupation of the final Dwelling. A Travel Plan Co-ordinator may be employed on a part time basis but the aggregate of the hours worked by the Travel Plan Co-ordinator plus his support team (which may include as appropriate consultants) shall be no less than 22 hours per week.

The Travel Plan Co-ordinator or his representative with responsibility for liaising with and assisting residents/ proposed residents of any Dwelling at the Site and those employed at premises at the Site shall be employed to work from a location at the Site on no less than 3 days per week and preferably over 5 days per week until the Occupation of the final Dwelling and thereafter on this basis pending agreement of a revised schedule by the Developer and the Owner and the County Council (all parties acting reasonably).

**Proposed Heads**

Not to cause or permit the opening of any show home to visitors (or if earlier Occupation of any Dwelling or any other building at the Site) until the Travel Plan Co-ordinator has been appointed and is in post and the Owner and the Developer further covenant that.

Travel Plan Monitoring shall be undertaken from the date of appointment of the first Travel Plan Co-ordinator up to 2 years from the date of Occupation of the final Dwelling, or if sooner, up to commencement of Travel Plan Monitoring on the wider North West Bicester site.

A Travel Plan Co-ordinator may be employed on a part time basis but the aggregate of the hours worked by the Travel Plan Co-ordinator plus his support team (which may include as appropriate consultants) shall be reviewed and phased in line with the phased delivery of the Development starting at 2 days (14 hours) per week from the Occupation of the first Dwelling, and up to no less than 22 hours per week from date of final Occupation.

The Travel Plan Co-ordinator or his representative with responsibility for liaising with and assisting residents/ proposed residents of any Dwelling at the Site and those employed at premises at the Site shall be employed to work from a location at the Site where possible from first Occupation and move to the Interim Community Centre once available on no less than 2 days (14 hours) per week and preferably over 4 days per week until the Occupation of the final Dwelling and thereafter on this basis pending agreement of a revised schedule by the Developer and the Owner and the County Council (all parties acting reasonably).

**TRANSPORT (MISCELLANOUS)**

**Existing Heads (20th Schedule, Clause 3.1)**

Not to cause or permit the Occupation of any Dwelling until it has placed the Cycling Payment in an interest bearing account with a major bank and provided evidence to this effect to the County Council.

**Proposed Heads**

Within six months of the date of the Legal Agreement the Developer shall submit a Cycle Scheme addressing matters set out in Part 2 of this Schedule to the County Council for approval. The Cycle Scheme shall cost no more than £100,0000 (index linked).

Part 2:

1. Cycle Events
2. Cycle Provisions
3. Programme
4. Monitoring
5. Fall Back Position

The scheme shall be implemented in accordance with a programme that shall form part of the scheme referred to above and shall be retained unless agreed otherwise in writing between the parties.

**BUS SERVICES**

**21st Schedule**

**Proposed New Clause**

The County Council agrees with the Developer and the Owner not to give a Termination Notice prior to 2nd February 2019 unless agreed with the Owner and the Developer.

**SUDS**

**Existing Heads (23rd Schedule, Clauses 6, 7, 8, 9, 9.1, 9.2, 9.3 and 9.4)**

The Owner and the Developer covenant with the County Council to maintain the Site Drainage System (including the Site Access Routes) for a period of twelve months from the issue of the Certificate of Practical Completion (as well as pending the issue of the Certificate of Practical Completion) and to notify the County Council upon completion of the twelve month maintenance period and if the County Council is satisfied that the Site Drainage System has been properly maintained and repaired and all defects (if any) have been remedied the County Council will issue a certificate of final completion forthwith.

The Owner and the Developer covenant with the County Council to continue to maintain the Site Drainage System (including the Site Access Routes) in accordance with County Council Standards until such time as it is transferred to the County Council in the event that the County Council exercises its option further to paragraph 8 but without any obligation on the County Council to exercise that option Provided Always that the County Council shall be responsible for the maintenance of the drainage pipes carrying highway drainage comprised in the Drainage Infrastructure (Pipes) from the completion of the deed of grant and covenants relating to those drainage pipes (as provided in the Eighteenth Schedule).

The County Council shall have the right to enter on to the Site Access Routes, the Drainage Infrastructure (Swales), the Easement Areas and the Ponds for the purpose of inspecting the condition of the Site Drainage System (including Site Access Routes) and without prejudice to any other right or remedy of the County Council if the Owner and the Developer fail to undertake maintenance in accordance with its obligations under paragraphs 6 and 7 of this Schedule the County Council shall be entitled (but without any obligation so to do) after giving not less than seven days' notice to the Owner and the Developer informing them of such failure and affording them a reasonable opportunity to rectify it to undertake remedial works (including entering on to the Site Access Routes, Drainage Infrastructure and the Ponds for this purpose) and the County Council may charge the Owner and the Developer the expense of carrying out any such remedial works and such expenses shall be a debt due to the County Council and recoverable by the County Council as such.

The Owner and the Developer covenant with the County Council to establish prior to the Occupation of any Dwelling an interest bearing account with a major bank and deposit in such account.

Prior to the Occupation of any Dwelling at Phase 1 £191,761 Index Linked (Baxter)

Prior to the Occupation of any Dwelling at Phase 2 £191,761 Index Linked (Baxter)

Prior to the Occupation of any Dwelling at Phase 3 £191,761 Index Linked (Baxter)

Prior to the Occupation of any Dwelling at Phase 4 £191,761 Index Linked (Baxter)

And not to cause or permit the Occupation of the first Dwelling to be Occupied at Phase 1, Phase 2, Phase 3 or Phase 4 until in each case the sum of £191,761 Index Linked (Baxter) has been deposited in such account.

**Proposed Heads**

The Owner and the Developer covenant with the County Council to continue to maintain the Site Drainage System (including the Site Access Routes) in accordance with County Council Standards unless and until such time as it, or part thereof, is transferred to the County Council in the event that the County Council exercises its option further to paragraph 8 but without any obligation on the County Council to exercise that option Provided Always that the County Council shall be responsible for the maintenance of the drainage pipes carrying highway drainage comprised in the Drainage Infrastructure (Pipes) from the completion of the deed of grant and covenants relating to those drainage pipes (as provided in the Eighteenth Schedule).

The County Council shall have the right to enter on to the Site Access Routes, the Drainage Infrastructure (Swales), the Easement Areas and the Ponds for the purpose of inspecting the condition of the Site Drainage System (including Site Access Routes) and without prejudice to any other right or remedy of the County Council if the Owner and the Developer fail to undertake maintenance in accordance with its obligations under paragraphs 7 of this Schedule the County Council shall be entitled (but without any obligation so to do) after giving not less than seven days' notice to the Owner and the Developer informing them of such failure and affording them a reasonable opportunity to rectify it to undertake remedial works (including entering on to the Site Access Routes, Drainage Infrastructure and the Ponds for this purpose) and the County Council may charge the Owner and the Developer the expense of carrying out any such remedial works and such expenses shall be a debt due to the County Council and recoverable by the County Council as such.