DATED 29th July 2015

(1) THE HOMES AND COMMUNITIES AGENCY

-and-

(2) NORTHAMPTON BOROUGH COUNCIL

-and-

(3) NORTHAMPTONSHIRE COUNTY COUNCIL

______________________________

PLANNING AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Relating to the development of land to the east of Hardingstone, north of Newport Pagnell Road, Northampton

______________________________

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THIS AGREEMENT is made on the 29th day of July 2015

BETWEEN:-

(1) HOMES AND COMMUNITIES AGENCY of Arpley House, 10 Birchwood Boulevard, Birchwood, Warrington WA3 7QH ("Owner"); and

(2) NORTHAMPTON BOROUGH COUNCIL of The Guildhall, St Giles Square, Northampton NN1 1DE ("Borough Council"); and

(3) NORTHAMPTONSHIRE COUNTY COUNCIL of County Hall, Northampton NN1 1DN ("County Council").

WHEREAS:-

(A) The Borough Council is the local planning authority for the purposes of this Agreement for the area within which the Application Site is situated.

(B) The County Council is a local planning authority the local education authority and the local highways authority for the purposes of this Agreement for the area within which the Application Site is situated.

(C) The Owner is the owner in fee simple in possession of the Application Site and Brackmills Wood registered under title numbers NN26118 and NN233394 and has applied to the Borough Council for Planning Permission to carry out the Development.

(D) The Borough Council resolved to refuse the Planning Application and the Appeal was lodged on behalf of the Owner.

IT IS AGREED as follows:-

1 DEFINITIONS

1.1 In this Agreement the following expressions shall have the following meanings unless the context requires otherwise:-

"A45 Queen Eleanor Junction Brackmills Junction and Lumbertubs Junction Contribution" means the sum of £1,233,471.00 (one million two hundred and thirty three thousand four hundred and seventy one pounds) Index Linked to support a funding strategy for the design and delivery of improvements to the A45 Queen Eleanor junction A45 Brackmills junction...
"Accommodation Schedule" means a written schedule to be provided by the Owner for approval by the Borough Council setting out for a particular RMA Phase the number of Dwellings, number of bedrooms and specifying the house types for that RMA Phase;

"Actual Surplus per Viability Phase" means as calculated in accordance with paragraph 3.1 of the Sixth Schedule;

"Adjusted Provision" means the adjusted percentage of Dwellings to be provided as Affordable Housing Units within a RMA Phase pursuant to a Framework Affordable Housing Scheme and to be determined by the Borough Council by reference to the relevant approved Viability Reassessment and the Surplus calculated pursuant to the Sixth Schedule;

"Adjusted Provision Payment" means a commuted sum payment of the Council's Surplus arising in relation to Viability Phase 2 to the Borough Council towards the provision of off-site affordable housing which may be put towards the provision of new affordable housing units or the purchase of land for the provision of affordable housing units or extensions and adaptations of existing affordable housing units;

"Affordable Housing" means the Affordable Housing Units identified as part of the RMA Phase Affordable Housing Schemes which shall consist of 70% Affordable Rented Units and 30% Intermediate Housing Units (or otherwise approved by the Borough Council pursuant to a RMA Phase Affordable Housing Scheme) (rounded up to the next whole unit) and which shall be provided to eligible households whose needs are not met by the market;
"Affordable Housing Units" means those units identified as Affordable Housing in the Approved RMA Phase Affordable Housing Scheme;

"Affordable Rented Units" means Affordable Housing Units made available at up to a maximum of 80% of Market Rent as defined in Annex 2 to the National Planning Policy Framework or any relevant replacement government policy then in force;

"Agreed Provision" means the number of Affordable Housing Units to be provided within a Viability Phase, being the Minimum Provision for Viability Phase 1 and the Adjusted Provision for Viability Phase 2 to reflect the findings of the relevant Viability Reassessment PROVIDED THAT the Agreed Provision shall not be less than the Minimum Provision or more than the Maximum Provision;

"Allotments" means land forming part of the Application Site in accordance with the Framework Open Space Specification for the provision of allotments;

"Allotments Contribution" means in the event that the Allotments are transferred to the Borough Council or Parish Council a contribution in a sum to be approved and payable to the Borough Council from the Open Space Maintenance Contribution that shall be payable by the Owner towards the future maintenance of the relevant part of the Allotments;

"Allotments Scheme" means a scheme for the laying out of the Allotments including a detailed specification and plan based on the Framework Open Space Specification and Masterplan and including a timetable for implementation of such scheme;

"Allotments Specification" means a specification for the provision of Allotments in accordance with the approved Design Code and Masterplan which includes details of pathways, secure boundary treatment and mains water supply on the
"Allotments Transfer"

Allotments, including a timetable for implementation;

means the transfer by the Owner to the Borough Council or the Parish Council of the unencumbered freehold interest in the Allotments or any part thereof in such form as the parties may otherwise agree and each party shall bear its own legal costs incurred in connection with the negotiation and completion of such transfer but any such transfer to the Borough Council or Parish Council shall nevertheless:-

1. not include any terms which would restrict public access save for the purpose of maintenance works or in the case of emergency; and

2. not include any terms which would directly or indirectly affect the construction servicing or occupation of the Application Site that is retained by the Owner; and

3. include any reasonable reservation of rights of access and services over the Allotments for the benefit of any other part of the Application Site for the purpose of laying managing maintaining replacing renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage, or electricity; and

4. include for the benefit of the Allotments the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the Allotments over any adjoining land for its intended purpose as set out in this Agreement;
and

5. be at nil consideration; and

6. provide that the Allotments shall not be used for any purpose other than as Allotments;

"Alternative Body"

means any of the following public, private or charitable company, body, organisation, entity or institution approved by the Borough Council:-

1. a fully constituted parish or community council;

2. residents group having charitable status or not for profit status;

3. any statutory water undertaker that is legally permitted to adopt own or otherwise manage and maintain surface water drainage features and measures if appropriate;

4. any other body or organisation reasonably created by or on behalf of the Owner or reasonably nominated by the Owner;

5. any body or organisation reasonably created by or on behalf of the Borough Council or reasonably nominated by the Borough Council

which shall not be prevented by its constitution from managing and maintaining those areas of land and / or buildings the management and maintenance of which it shall be responsible for;

"Appeal"

means the appeal (PINS Reference No. APP/V2825/A/14/2228866) lodged on behalf of the Owner against the Borough Council's refusal of the Planning Application;
"Application Site" means the land to the east of Hardingstone, north of Newport Pagnell Road, Northampton shown edged red on Plan 1;

"Approved RMA Phase Affordable Housing Scheme" means a RMA Phase Affordable Housing Scheme which has been submitted to and approved by the Borough Council;

"Average Square Footage" means the total gross internal area of the Completed Dwellings divided by the total number of Completed Dwellings;

"BCIS" means Building Cost Information Services of the Royal Institution of Chartered Surveyors;

"BCIS Cost" means Building Cost Information Services of the Royal Institution of Chartered Surveyors re-based on Northampton Average prices New Build housing mixed developments, Estate Housing Generally (mean) and flats 3 – 5 storeys (mean);

"Brackmills Wood" means Brackmills Wood as shown edged green on Plan 2;

"Brackmills Wood Management Strategy" means a strategy relating to landscape establishment and the management of Brackmills Wood to include:-

1. details of allowing general access to members of the public;

2. details of who will be responsible for the management of Brackmills Wood; and

3. a timetable for implementation of such strategy to be agreed between the Owner and the Borough Council in accordance with the provisions of paragraph 2 of the First Schedule;
"Bus Operator" means Stagecoach or such other person or persons who currently or from time to time operate bus services in the administrative area of the County Council;

"Bus Service Contribution" means a contribution of £1,015,150.00 (one million and fifteen thousand one hundred and fifty pounds) CPT Cost Index Linked to be used towards provision of a Service Level Agreement to provide the bus services as detailed at paragraph 6.2 of the Second Schedule;

"Certificate of Practical Completion" means the issue of a certificate of practical completion by the Owner's architect, engineer or project manager or, if the Development is constructed by a party other than the Owner, by that other party's architect, engineer or project manager or, if such appointment and identity is notified in writing to the Borough Council, such other suitably qualified party approved by or on behalf of the Owner as the case may be and "Practical Completion", "Practically Complete" shall be construed accordingly;

"Chargee" means any mortgagee or chargee of the Registered Provider or the owner of any Intermediate Housing Unit (excepting the Owner) or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

"Clustering" means that the Affordable Housing Units shall be constructed in clusters throughout the Development as set out below unless it is agreed that a higher number of Affordable Housing Units may be clustered together than the figures set out below such agreement to be with the Borough Council and / or as agreed otherwise through Reserved Matters Approvals and / or an Approved RMA Phase Affordable Housing Scheme:-

1. in the case of houses in clusters of no more
than 15 houses together;

2. in the case of apartments or flats in clusters of no more than 16 units together;

3. in the case of clusters comprising both houses and apartments or flats of no more than 16 houses within the said cluster and 16 apartment units or flat units within the said cluster;

"Commencement" means the date on which any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of the following:-

1. site investigation, testing or surveys;

2. site decontamination and remediation;

3. the provision of infrastructure boreholes permitted by the Town and Country Planning General Permitted Development Order 2015 or any amendment or replacement thereof;

4. the clearance of the Application Site including demolition;

5. excavation, deposition, compaction, levelling of materials to new contours and works connected with infilling;

6. works for the provision of underground drainage, sewers or other mains services to prepare the Application Site for development and the laying and diversion of other services and service medium;

7. erection of fencing or boarding (including the erection of an enclosure for the purpose of site
security);

8. erection of temporary facilities for security personnel and the erection of security cameras;

9. erection of boards advertising the Development;

10. construction of temporary accesses and / or temporary highway works to facilitate the carrying out of the Development;

11. archaeological investigations and digs;

12. ecological surveys, investigations assessments and mitigation works including any on-going arboriculture management and maintenance work;

13. works and operations to enable any of the foregoing to take place; and

14. the construction of a temporary site compound and welfare facilities / buildings/ enclosures or a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite

and "Commenced" and "Commencement of Development" and "Commence Development" shall be construed accordingly;

"Commercial Development" means that part of the Development consisting of the business, retail, leisure, professional and commercial uses;

"Committed" means any Contribution or part Contribution which the Borough Council or the County Council, as relevant:-

1. has allocated for expenditure within a budget
relevant to the purpose for which the Contribution was paid and such budget has been authorised by the relevant committee or relevant council member or council officer; or

2. has prior to the Relevant Date contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies

PROVIDED ALWAYS THAT

3. in the event that any such contract is revoked or terminated for whatever reason after the Relevant Date and the Contribution or part thereof is repaid to the Borough Council or the County Council as the case may be, that Contribution or part thereof will be subject to the repayment requirements set out in paragraph 1.4 of the Third Schedule in relation to Contributions paid to the Borough Council and paragraph 1.4 of the Fourth Schedule in relation to Contributions paid to the County Council; or

4. in the event that any such contract is either completed after the Relevant Date, or is revoked or terminated for whatever reason after the Relevant Date, and the Contribution or part thereof is either repaid to the Borough Council or the County Council as the case may be or is no longer payable under the terms of the contract, the Borough Council or the County Council as the case may be may enter into subsequent contracts to expend the Contribution or part thereof solely for the purpose(s) for which that Contribution was
"Community Facility" means a community facility to be provided at the Local Centre (or alternatively combined with the Primary School or other location as agreed with the Borough Council in accordance with the Masterplan) of up to 750 square metres of community uses (use class D1) Provided That no less than 450 square metres shall be provided;

"Community Facility Contribution" means a sum of £1,855,022.00 (one million eight hundred and fifty five thousand and twenty two pounds) Index Linked to be paid to the Borough Council in accordance with paragraph 12.1 of the First Schedule in the event that the Community Facility is not to be provided by the Owner in accordance with paragraphs 12.1.2 or 12.1.3 of the First Schedule which shall be used by the Borough Council towards the provision of a Community Facility on the Community Facility Land;

"Community Facility Land" means the location within the Application Site upon which the Community Facility is to be provided as may be agreed with the Borough Council in accordance with the Masterplan and a Reserved Matters Approval being a maximum of 0.5 hectares;

"Community Facility Maintenance Contribution" means a sum of £300,000.00 (three hundred thousand pounds) Index Linked which shall be payable by the Owner to the Borough Council towards the future maintenance of the Community Facility in the event that paragraph 12.1.1 of the First Schedule is applicable or the Owner pays the Community Facility Contribution and transfers the Community Facility Land to the Borough Council pursuant to paragraph 12.1.2 of the First Schedule;

"Community Facility Specification" means a specification for the design of the Community Facility including details of the nature of the community uses proposed within the facility and including a
timetable for the construction of such facility;

"Community Facility Transfer" means the transfer by the Owner to the Borough Council or the Parish Council of the unencumbered freehold interest in the Community Facility or the Community Facility Land as the case may be and each party shall bear its own legal costs incurred in connection with the negotiation and completion of such transfer but any such transfer to the Borough Council or the Parish Council shall nevertheless:-

1. include access to and from the Community Facility or the Community Facility Land as the case may be;

2. not include any terms which would restrict public access save for the purpose of maintenance works or in the case of emergency;

3. be at nil consideration; and

4. include any further terms reasonably necessary to ensure the Community Facility or the Community Facility Land as the case may be can be used for the purposes it is envisaged it will be used for pursuant to the Community Facility Specification;

"Completed Dwelling" means the total number of Dwellings sold in the open market or transferred to a Registered Provider as at the date the Viability Reassessment is undertaken and "Completed Dwellings" shall be constructed accordingly;

"Comply" means comply, fulfil and / or discharge or procure compliance, fulfilment and / or discharge, and "Compliance" and "Complying" shall be constructed
"Construction Training Contribution"

...accordingly;

means the sum of:

1. £97.00 (ninety seven pounds) per Dwelling Index Linked; and

2. £1 (one pound) per square metre (Index Linked) up to a maximum of £7,000.00 (seven thousand pounds) Index Linked in relation to the construction of up to 7,000 square metre net external floorspace for the two-fern entry Primary School (Class D1); and

3. £1 (one pound) per square metre (Index Linked) up to a maximum of £1,320.00 (one thousand three hundred and twenty pounds) Index Linked in relation to the construction of up to 1,320 square metre net external floorspace for retail, professional and financial services, restaurants and cafes (Classes A1, A2 and A3); and

4. £1 per square metre (Index Linked) up to a maximum of £375.00 (three hundred and seventy five pounds) Index Linked in relation to the construction of up to 375 square metres net external floorspace for a public house (Class A4); and

5. £1 (one pound) per square metre (Index Linked) up to a maximum of £750.00 (seven hundred and fifty pounds) Index Linked in relation to the construction of up to 750 square metre net external floorspace of community uses (Class D1)

to be paid to the Borough Council to be used and applied
solely for the provision of the Construction Training Scheme to be implemented by a Construction Training Provider in conjunction with the Owner;

means a provider of construction training approved by the Borough Council;

means a scheme for providing training for apprentices and/or trainees recruited from a Construction Training Provider including a timetable for implementation and the number of Dwellings and square metres of non-Residential Development;

means one or any number of the financial contributions payable by the Owner to the Borough Council or the County Council pursuant to this Agreement, but excluding the Borough Council and the County Council’s legal costs payable in accordance with Clause 16 and "Contribution" shall be construed accordingly;

means the Borough Council's share of the Actual Surplus calculated in accordance with the Sixth Schedule per Viability Phase and in particular paragraph 3.1.2 of that Schedule;

means the cost index published by the Confederation of Passenger Transport UK or any successor organisation or if no longer published the Index;

means where any sum or financial contribution is expressed to be CPT Cost Index Linked it shall be increased by reference to the CPT Cost Index calculated from the date hereof to the date payment falls due PROVIDED THAT if the reference base used to compile the CPT Cost Index changes after the date of this Agreement, the figure taken to be shown in the CPT Cost Index after the change is to be that figure that would have been shown in the Index if the reference base current at
the date of this Agreement had been retained and for the avoidance of doubt where the change is in the negative the sum payable shall be adjusted accordingly;

means detailed design guidance in accordance with the relevant condition of the Planning Permission and will therein specify in full the items upon which the Design Quality Costs will be expended and such items may include innovative design, sustainable materials, public realm, street furniture and/or landscaping;

means the increased build costs per Completed Dwelling of a maximum of £4.00 per square foot Index Linked over and above standard BCIS build costs associated with implementing the Design Code and a fully itemised list of items is included as part of the Design Code;

means the development authorised by the Planning Permission for a sustainable urban extension to include up to 1,000 dwellings (Class C3); local centre up to 1,320 sq.m. net floor space of retail, professional and financial services, restaurant/cafes (Classes A1, A2 and A3); up to 375 sq.m. net public house (Class A4); 2.09 ha of land for a two-form entry primary school (Class D1); up to 750 sq.m. of community uses to include medical centre, pharmacy and community centre (Class D1), Infrastructure improvements including a pumping station, green infrastructure and highway access from Landimore Road and Newport Pagnell Road on the Application Site;

means a house or flat erected as part of the Development which for the avoidance of doubt includes Affordable Housing and "Dwellings" shall be construed accordingly;

means a plan setting out the design specification and layout of Utilities infrastructure that shall meet the County Council's reasonable requirements to properly and sufficiently serve the Primary School Site and shall
be provided by the Owner to the boundary of the Primary School Site at points to be approved by the County Council;

means in relation to any dispute to be resolved under Clause 11, an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors unless the matter concerns the construction or meaning of this Agreement (or related document) where application shall be made to the President of the Law Society;

"Final Dwelling"

means the final Dwelling to be built as part of the Development;

"Final Unit"

means the final Unit to be built as part of the Development;

"Fire & Rescue Contribution"

means a sum of £92.00 (ninety two pounds) per Dwelling Index Linked towards funding improvements to Mereway Fire Station to serve the Development;

"First Occupation"

means the date on which the Development (or part) is first Occupied;

"Framework Affordable Housing Scheme"

means a scheme which includes the following details in relation to the relevant Viability Phase:-

1. the Agreed Provision of Affordable Housing for that Viability Phase, including any Adjusted Provision as a result of a Viability Reassessment from the previous Viability Phase;

2. the distribution of Affordable Housing across
all proposed RMA Phases (so that it is clear how all of the Affordable Housing is split between the RMA Phases and how many Affordable Housing Units have been allocated to each respective RMA Phase in accordance with the Agreed Provision;

3. the mix and size of the Affordable Housing Units and how it is applied across each RMA Phase;

subject to any variations to the scheme that may be agreed in writing between the Borough Council and the Owner from time to time;

"Framework Open Space Specification"

means the Open Space requirements for the Development as set out at the Fifth Schedule and in accordance with the Masterplan which will inform the relevant detailed Open Space Scheme;

"Framework Travel Plan"

means the Framework Travel Plan prepared by Parsons Brinckerhoff dated June 2015 appended to this Agreement as the Eighth Schedule to be implemented by the Owner in accordance with paragraph 9 of the Second Schedule being the objectives and initiatives to be undertaken to manage the delivery of sustainable travel to and from the Development subject to any variations from time to time as that Owner considers necessary and with the prior written agreement of the County Council the content of which shall not require implementation of any measures or objectives that would result in the overall cost of implementation and monitoring of the Travel Plan through its currency of more than £250.00 (two hundred and fifty pounds) per Dwelling Index Linked combined total;

"Hardingstone Healthcare"

means a sum of £621.00 (six hundred and twenty one pounds) per Dwelling Index Linked towards the
expansion of existing or provision of new local general practitioner surgeries within the parish of Hardingstone or parish of Wootton, Wootton Fields and Simpson Manor in order to meet the needs directly arising as a result of the Development;

"HomeBuy Agent" means a Registered Provider which has been awarded HomeBuy Agent status by the Homes and Communities Agency to act as one stop shop service providing information, advice and access to affordable homes ownership;

"Housing Allocations and Choice Based Lettings Scheme" means the Borough Council's allocations policy which determines the Borough Council's priorities and procedures when allocating Affordable Housing Units in accordance with the requirements of section 167 of the Housing Act 1996 (and any amendment re-enactment or successor provision);

"Index" means the "All Items" Index of Retail Prices (item Reference CHMK ("RPI") or such other item reference as may from time to time replace the item reference) published by the Office for National Statistics or any successor ministry or department or government or any such alternative index or comparable measure of price inflation as may be agreed in writing by the Owner and the Borough Council or the County Council as the case may be;

"Index Linked" means where any sum or financial contribution is expressed to be Index Linked it shall be increased by reference to the Index calculated from the date hereof to the date payment falls due PROVIDED THAT if the reference base used to compile the Index changes after the date of this Agreement, the figure taken to be shown in the Index after the change is to be that figure that would have been shown in the Index if the reference base
current at the date of this Agreement had been retained and for the avoidance of doubt where the change is in the negative the sum payable shall be adjusted accordingly; 

means the provision of indoor sport and leisure facilities on the Application Site either through the provision of such facilities at the Primary School or Community Facility or the enhancement of facilities being provided at one of these locations; 

means a specification to be submitted by the Owner and approved by the Borough Council specifying how the Indoor Sport and Leisure Facilities will either be provided within or enhanced within the Community Facility or Primary School; 

means the sum of £998,766.00 (nine hundred and ninety eight thousand seven hundred and sixty six pounds) Index Linked to be used by the Owner towards the Indoor Sport and Leisure Facilities; 

means the costs of provision of on-site and off-site infrastructure and works required as per this Agreement that are not included in the Section 106 Agreement Costs, and are to include S278 costs, highways, estate roads, utilities, utilities infrastructure, and other infrastructure related costs and as further set out in paragraph 3.1.1 of the Sixth Schedule; 

means interest at the base rate of the Bank of England plus 4% calculated on a day to day basis from the date when the sum became due to the date of payment compounded annually; 

means an interest bearing account with a major clearing bank which attracts a rate of interest and which is on terms which would be acceptable to a reasonably prudent
"Intermediate Housing Units" means homes for sale and rent provided at a cost above Social Rent, but below market levels and these can include shared equity (Shared Ownership and equity loans), or other low cost homes for sale and intermediate rent, but not Affordable Rented Units, that meets the criteria of Annex 2 to the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it);

"LEAP" means locally equipped areas of play as defined by Fields in Trust (or such successor body or organisation whose primary objects are protecting and improving outdoor sports and play spaces) including play equipment predominantly for children up to the age of 12 years with seating for accompanying adults;

"LLAP" means a local landscaped area for play as defined by Fields in Trust (or such successor body or organisation whose primary objects are protecting and improving outdoor sports and play spaces) with little or no equipment, but imaginatively designed using as far as possible natural materials to create an attractive setting for play predominantly for children and young people alike;

"Library Contribution" means a contribution (Index Linked) to be paid by the Owner to the County Council as a contribution towards the refurbishment of a building within Wootton for future library services that will serve this Development and which are required in order to replace temporary library services calculated on the basis of:-

1. £116.00 (one hundred and sixteen pounds) Index Linked per 1 bed Dwelling constructed on a RMA Phase;
2. £155.00 (one hundred and fifty five pounds) 
   Index Linked per 2 bed Dwelling constructed 
   on a RMA Phase;

3. £229.00 (two hundred and twenty nine pounds) 
   Index Linked per 3 bed Dwelling constructed 
   on a RMA Phase;

4. £290.00 (two hundred and ninety pounds) 
   Index Linked per 4 bed Dwelling constructed 
   on a RMA Phase; and

5. £326.00 (three hundred and twenty six pounds) 
   Index Linked per 5 or more bed Dwelling 
   constructed on a RMA Phase;

"Local Centre" 

means up to 1,320 sq.m. net floor space of local centre 
facilities which may include retail, professional and 
financial services, restaurant / cafes (Classes A1, A2 and 
A3) and up to 750 square metres of community uses 
(Class D1);

"Local Centre Marketing 
Period"

means a period of 7 years from the date of approval of 
the Local Centre Marketing Strategy as referred to in 
paragraph 8.1 of the First Schedule or up to the 
Occupation of the 800th Dwelling (whichever is the later) 
unless otherwise agreed in writing by the Borough 
Council;

"Local Centre Marketing 
Strategy"

means a marketing strategy to attract a range of shops 
and services within the Local Centre use including 
commercial initiatives to encourage the retail 
development if necessary;

"London Road Bus Priority 
Contribution"

means a contribution of £1,040,000.00 (one million forty 
thousand pounds) Index Linked as a contribution towards 
bus priority measures including but not limited to bus 
lanes, priority signals and other measures that prioritise
"Management Company"

means a management company for the purposes of managing and maintaining any land or facilities as may be referred to in this Agreement as approved by the Borough Council PROVIDED THAT before the management company is created or appointed by the Owner then its memorandum and articles of association shall be provided to the Borough Council when the Owner seeks the Borough Council's approval to the Management Company;

"Market Dwelling"

means housing which has no occupancy restriction or legal tie, that can be bought by any purchaser and for the avoidance of doubt this excludes Affordable Housing (unless a Right To Acquire Purchaser or a tenant who has purchased 100% shares in the shared equity or shared ownership lease) and "Market Dwellings" shall be construed accordingly;

"Market Rent"

means the estimated amount for which a property, or space within a property, should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;

"Masterplan"

means the detailed masterplan to be submitted by the Owner and agreed in writing by the Borough Council or any variations that may be agreed between the Owner and the Borough Council in writing from time to time in accordance with a Reserved Matters Approval;

"Maximum Provision"

means a maximum of 35% of the Dwellings to be provided as Affordable Housing in any Viability Phase or RMA Phase of the Development;
"Minimum Provision"
means a minimum of the Dwellings to be provided as Affordable Housing in any Viability Phase or RMA Phase of the Development not to be less than 24% at any stage;

"Monitoring Fee"
means the sum of £11,432.00 (eleven thousand four hundred and thirty two pounds) (Index Linked) to be paid to the Borough Council for the purpose of monitoring the planning obligations contained in this Deed

"Net Receipt"
means the gross revenue less the reasonable and proper cost of any inducements or incentives including cash back offers, tax relief, the payment of costs and expenses in completion of the purchase, the payment of deposits or part exchange discounts and provision of white goods;

"Occupation"
means occupation for the purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;

"Open Space"
means the areas of open space to be provided as part of the Development to include those open space typologies set out in the Framework Open Space Specification and shown for the purposes of illustration only on Drawing No. 3943/309;

"Open Space Land Transfer"
means the transfer by the Owner to the Borough Council or an Alternative Body or Management Company of the unencumbered freehold interest in the Open Space and / or Playing Field and / or Play Areas or any part thereof in such form as the parties may otherwise agree and each party shall bear its own legal costs incurred in connection with the negotiation and completion of such transfer but any such transfer to the Borough Council shall
nevertheless:-

(a) not include any terms which would restrict public access save for the purposes of maintenance works or in the case of emergency; and

(b) not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Application Site that is retained by the Owner; and

(c) include any reasonable reservation of rights of access and services over the Open Space and / or Playing Field and / or Play Areas (as applicable) for the benefit of any other part of the Application Site for the purpose of laying managing maintaining replacing renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity; and

(d) include for the benefit of the Open Space and/or Playing Field and / or Play Area (as applicable) the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the Open Space and/or Playing Field and / or Play Area (as applicable) over any adjoining land for its intended purpose as set out in this Agreement; and

(e) be at nil consideration; and

(f) in relation to Open Space provide that the Open Space shall not be used for any purpose other than for a publicly accessible area for general
recreational use and for no other purpose; and

(g) in relation to the Playing Field provide that the Playing Field shall not be used for any purpose other than for publicly accessible outdoor sports use; and

(h) in relation to the Play Areas provide that the Play Areas shall not be used for any purpose other than for a publicly accessible games areas or publicly accessible free at the point of use recreational or community facilities use and for no other purpose;

"Open Space Maintenance Contribution"

means in the event that the Open Space is transferred to the Borough Council a contribution in a sum of up to £2,000,000.00 (two million pounds) Index Linked payable to the Borough Council towards the future management and maintenance of the Open Space PROVIDED THAT if the only part of the Open Space in a RMA Phase is to be transferred to the Borough Council the amount of the Open Space Maintenance Contribution payable shall be adjusted according to the proportion of Open Space from the overall amount being provided on the RMA Phase which is being transferred;

"Open Space Scheme"

means a scheme for the laying out of the Open Space together with standards for its long term maintenance, such scheme to include a detailed specification and plan based on the Framework Open Space Specification and Masterplan, together with a calculation of the amount of the Open Space Maintenance Contribution that relates to the Open Space to be provided in accordance with that scheme and in the event that the Open Space is to be transferred to a Management Company details of a mechanism of recovery of maintenance costs from future occupiers;
"Open Space Works" means the works to provide the Open Space or any part thereof in accordance with the Open Space Scheme;

"Other Costs" means the Design Quality Costs applied to the gross internal area of the Completed Dwellings and costs not already included in the Viability Rensessment, for the avoidance of doubt such actual development costs shall not include the value or costs of the whole or part of the Application Site;

"Parties" means the parties to this Agreement and "Party" shall be construed accordingly;

"Phasing Plan" means a plan detailing the proposed phasing of the RMA Phases of the Development in conformity with the approved Masterplan along with a timetable for implementation and occupation;

"Plan 1" means the plan attached hereto and labelled accordingly;

"Plan 2" means the plan attached hereto and labelled accordingly;

"Planning Application" means the planning application made to the Borough Council under reference N/2013/0338 for the Development;

"Planning Obligations" means the obligations, conditions and stipulations set out in the First Schedule and the Second Schedule and "Planning Obligation" shall be construed accordingly;

"Planning Permission" means any planning permission granted pursuant to the Appeal;

"Play Areas" means LEAPs and LLAPs as may be agreed with the Borough Council in accordance with the Masterplan and Framework Open Space Specification PROVIDED THAT the exact size of the Play Area(s) shall be determined in accordance with prevailing adopted local policy at the time the relevant Reserved Matters
Application is submitted and the exact size and location of the Play Area(s) shall be crystallised as a result of the Reserved Matters Approval and the Play Area(s) shall be laid out in accordance with the approved Play Areas Scheme and "Play Area" shall be construed accordingly;

means in the event that the Open Space is transferred to the Borough Council a contribution in a sum to be approved and payable to the Borough Council from the Open Space Maintenance Contribution that shall be payable by the Owner towards the future maintenance of the relevant part of the Play Areas;

means a specification for the laying out of the Play Areas in each RMA Phase together with standards for their long term maintenance in accordance with the approved Masterplan and Design Code including a timetable for implementation;

means an area of land as detailed in the Masterplan and Framework Open Space Specification to be provided for playing fields to be laid out in accordance with the Playing Field Scheme;

means a specification and timetable of implementation for the laying out of two (2) junior football pitches, one (1) mini football pitch (all including goals and sockets) together with standards for their long term maintenance in accordance with the approved Masterplan and the specification for which shall be in accordance with Sport England Natural Turf for Sport Design Guide 2011 standard or superseding guidance and one (1) multi use games area in accordance with Sport England 'A Guide to the Design and Specification & Construction of Multi Use Games Areas and provision of changing facilities;

means in the event that the Playing Field is transferred to the Borough Council a contribution in a sum to be
approved and payable to the Borough Council from the Open Space Maintenance Contribution that shall be payable by the Owner towards the future maintenance of the Playing Field;

means a sum of £201,782.00 (two hundred and one thousand seven hundred and eighty two pounds) Index Linked towards funding two police community support officers (PCSOs) for a three year period such sum comprising:-

1. £197,408.00 (one hundred and ninety seven thousand four hundred and eight pounds) Index Linked towards operational costs for the PCSOs’ salary including overtime and training, recruitment, advertisement, marketing, travel and subsistence associated with PCSOs; and

2. £4,373.00 (four thousand three hundred and seventy three pounds) Index Linked towards initial set up costs including provision of a radio, ICT, uniform, repairs and maintenance

which is required in order to meet the needs directly arising as a result of the Development;

means a two form entry school for the education of children aged between 4-11 with a capacity of 420 pupils to be constructed on the Primary School Site;

means the sum of £5,175,000.00 (five million one hundred and seventy five thousand pounds) Index Linked as a contribution towards the cost of development of the Primary School on Site;

means the land on which the Primary School is to be located in accordance with the Masterplan being not less than 2.09ha hectares;
"Primary School Specification" means a specification for the Primary School to be approved by the County Council, including the design and construction of the school, a suitable formation level, and any compaction activity and filling materials fixtures, fittings and for the laying out of the sporting facilities;

"Provided" means Practically Complete as evidenced by the issue of a Certificate of Practical Completion by the Owner's architect, engineer or project manager or, if the Development is constructed by a party other than the Owner, by that other party's architect, engineer or project manager or, if such appointment and identity is notified in writing to the Borough Council, such other suitably qualified party approved by or on behalf of the Owner as the case may be;

"Public Transport Infrastructure" means six new bus stops including laybys, raised borders, flags and poles to be provided by the County Council on Landimore Road and Newport Pagnell Road and improvements to two existing bus stops to provide bus shelters to be carried out by the County Council the need for which arises as a direct result of the Development;

"Public Transport Infrastructure Maintenance Contribution" means the sum of £40,000.00 (forty thousand pounds) Index Linked towards of costs of maintaining the Public Transport Infrastructure;

"Qualifying Persons" means those persons who are assessed by the Borough Council and / or the Registered Provider as being unable to resolve their housing needs in the private sector market because of the relationship between housing costs and incomes;

"Reasonable Endeavours" means that it is agreed by the Parties that the party under such an obligation will not be required to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary) but subject to these and to other terms of this Agreement
such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect;

"Registered Provider" means a provider as defined by section 80 of the Housing and Regeneration Act 2008 or any superseding legislation and approved by the Borough Council;

"Relevant Date" means the date that each of the Contributions (or part) (if not spent or Committed) is due to be repaid to the party that paid them pursuant to paragraph 1.4 of the Third Schedule in relation to Contributions paid to the Borough Council and paragraph 1.4 of the Fourth Schedule in relation to Contributions paid to the County Council;

"Reserved Matters Application" means a reserved matters application made pursuant to the Planning Permission for some or all of the Development;

"Reserved Matters Approval" means an approval of a Reserved Matters Application and "RMA" and "Reserved Matters Approvals" shall be construed accordingly;

"Residential Development" means that part of the Development consisting of the Dwellings;

"Revenue" means:

(a) market revenue: being the total Net Receipt from the sale of Market Dwellings sold up to the date of the Viability Reassessment;

(b) affordable revenue: being the total Net Receipt identified from the sale and transfer of Affordable Housing Units up to the date of the Viability Reassessment;
commercial revenue: being the net commercial site receipts (net of costs including site servicing costs and sale costs) identified from the sale and transfer of the Commercial Development, up to the date of the Viability Reassessment and if at the date of the Second Viability Reassessment all or any part of the Commercial Development has not been sold a forecast figure for the commercial revenue generated from the unsold Commercial Development as agreed between the Owner and the Borough Council; and

any other forms of revenue and receipts not covered by the above, including grants up to the date of the Viability Reassessment;

"RMA Phase"

means any part of the Application Site in relation to which a Reserved Matters Application is submitted which may be a whole Viability Phase or part of a Viability Phase and shall be in accordance with the Phasing Plan;

"RMA Phase Affordable Housing Scheme"

means a scheme to be submitted to and approved by the Borough Council for each RMA Phase identifying the Agreed Provision of Affordable Housing for the relevant RMA Phase and to contain details of:-

(a) the identities of the Registered Providers to whom the Owner intends to market the Affordable Housing in that RMA Phase Provided that this requirement shall not apply where the Owner has previously obtained the Borough Council's approval in writing to the identities of the Registered Providers to whom it intends to market the Affordable Housing

(b) the location, mix, and size of Affordable Housing
Units and Clustering of the Affordable Housing

PROVIDED THAT the RMA Phase Affordable Housing Scheme shall be informed by and consistent with the Framework Affordable Housing Scheme;

"Right To Acquire Purchaser" means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the Housing and Regeneration Act 2008 or any statutory right in force from time to time entitling tenants of Registered Providers to purchase their homes;

"School Site Transfer Terms" means a transfer by the Owner to the County Council of the unencumbered freehold interest relating to the transfer of the Primary School Site and such transfer shall (unless the parties shall otherwise agree):

1. contain provision whereby each party shall bear its own legal costs incurred in connection with the negotiation and completion of such transfer on terms to be agreed; and

2. not include any terms which would restrict use of the Primary School Site primarily for primary education purposes as defined at section 2 of the Education Act 1996 and any and all purposes reasonably ancillary thereto or permitted under the Education Act 1996 which for the avoidance of doubt may include nursery and/or community use of any type paid or otherwise; and

3. not include any terms which would materially adversely and unreasonably affect the construction servicing or occupation of any land which is retained by the Owner; and

4. include the grant of any rights of access over any adjoining land which rights are reasonably
required for the operation management and maintenance of the Primary School; and

5. include the grant of the right to the free and uninterrupted use passage and running of all Utilities (permanent or temporary) over through and along all Utilities infrastructure which shall at the time exist or which shall within eighty (80) years of the date of Commencement of Development exist on the Primary School Site and if required by the County Council (acting reasonably) grant such legal rights as the County Council considers necessary for the discharge of surface water through land adjacent to and in the vicinity of the Primary School Site;

"Secondary School Contribution"

means a contribution (Index Linked) to be paid by the Owner to the County Council as a contribution towards off-site secondary education provision at proposed new John Dryden House Secondary School unless the school does not come forward at the John Dryden House location in which case the funding will be utilised at a new school within a three mile radius of the Application Site to be required by the Development calculated on the basis of:-

1. £599.00 (five hundred and ninety nine pounds) Index Linked per 2 bed Dwelling constructed on a RMA Phase;

2. £2,820.00 (two thousand eight hundred and twenty pounds) Index Linked per 3 bed Dwelling constructed on a RMA Phase;

3. £5,110.00 (five thousand one hundred and ten pounds) Index Linked per 4 bed Dwelling constructed on a RMA Phase; and
4. £10,024.00 (ten thousand and twenty four pounds) Index Linked per 5 or more bed Dwelling constructed on a RMA Phase;

"Secretary of State"
means the Secretary of State within the Department for Communities and Local Government or any substitute or any Inspector appointed by him;

"Section 106 Agreement Costs"
means the financial contributions payable pursuant to this Agreement;

"Service Level Agreement"
means a service level agreement to be agreed with the Owner and the Bus Operator in accordance with the provisions of paragraph 6.2 of the Second Schedule setting out details of the new bus service(s) that will serve the Development;

"Shared Ownership"
means housing in which the occupiers own a percentage of the unit and the remainder is owned by a Registered Provider but with the right for the occupier to purchase further percentages of the unit up to 100%;

"Social Rent"
means such rent as shall be determined in accordance with the rent standard in "The Regulatory Framework for Social Housing in England from April 2012" published by the Homes and Communities Agency (or such replacement or alternative publication issued by the Homes and Communities Agency that may from time to time replace and/or update this document) and in accordance with Annex 2 of the National Planning Policy Framework (or such other national policy that may from time to time replace and/or update this framework);

"Specialist"
means the Borough Council's appointed viability consultant from time to time, being CBRE as at the date of this Agreement or as otherwise notified by the Borough Council to the Owner;
"SUDS" means a sustainable urban drainage scheme incorporating such of the following as the Borough Council considers appropriate having regard to the site conditions and requirements of statutory undertakers:

1. permeable and porous surfaces to reduce surface runoff;

2. ponds/basins for temporary storage during high magnitude rainfall events (detention basins) or longer term storage (retention basins);

3. pipework and channelling to divert water from undesirable locations;

4. structures that increase the lag between a rainfall event and discharge of water to the drainage system;

5. permeable pavements;

6. filter strips;

7. swales;

8. soakaways and infiltration trenches;

9. filter drains;

10. rainwater butts; and

11. green roofs;

"Surplus" means as calculated by reference to paragraph 3 of the Sixth Schedule;

"Sustainable Urban Drainage System Management Plan" means a scheme provided by the Owner for approval by the Borough Council that sets out the details for the management and maintenance of the SUDS and the costs of such scheme which shall be allocated from the Open
"Traffic Regulation Order(s)" means such traffic regulation order or orders under the Road Traffic Regulation Act 1984 as the County Council may from time to time promote to reduce the speed limit on Landimore Road from 40mph to 30mph the need for which directly arises from the Development;

"Traffic Regulation Order Contribution" means the sum of £3,100.00 (three thousand one hundred pounds) (Index Linked) to be paid by the Owner to the County Council towards the cost of the Traffic Regulation Order(s) the need for which directly arises from the Development;

"Travel Plan" means a management strategy (reviewed annually and amended or replaced from time to time by the Owner but subject to the County Council's approval) to deliver sustainable transport objectives in accordance with the Framework Travel Plan to be submitted to the County Council for approval by the Owner in relation to a RMA Phase and subsequently implemented by the Owner in accordance with paragraph 9 of the Second Schedule;

"Travel Plan Commencement Date" means the date that the first Dwelling or the first Unit is Occupied;

"Travel Plan Co-ordinator(s)" means a travel plan co-ordinator or travel plan co-ordinators to be appointed by the Owner and approved in writing by the County Council in relation to the Travel Plan;

"Unit" means accommodation that may be built on the Application Site as part of the Commercial Development and which may be sold or leased as a unit as part of the Commercial Development and "Units" shall be construed accordingly;

"Utilities" means gas water electricity telephone foul drainage
surface water drainage (including such legal rights as the County Council considers necessary for the discharge of surface water over adjoining land) and ducting for broadband with appropriate rights to use all relevant delivery infrastructure;

"Viability Appraisal" means the viability appraisal carried out by the Owner and contained in a development appraisal report relating to the Application Site and dated 4 June 2015 and referred to in the Sixth Schedule but which for confidentiality reasons is NOT attached to this Agreement;

"Viability Phase" means Viability Phase 1 or Viability Phase 2 and "Viability Phases" shall be constructed accordingly;

"Viability Phase 1" means the construction of the first 500 Dwellings;

"Viability Phase 2" means the construction of the 501st Dwelling to the Final Dwelling;

"Viability Reassessment" means a viability appraisal to be carried out by the Owner in accordance with the Sixth Schedule;

"Worked Example" means the worked example of the viability formula contained at paragraph 3 of the Sixth Schedule and which is appended to the Agreement at the Seventh Schedule and which should be used as an example only of the method of Viability Reassessment;

"Working Day" means a day other than a Saturday or Sunday or public holiday in England and "Working Days" shall be construed accordingly;


2 INTERPRETATION

2.1 In this Agreement (unless the context otherwise requires):-
2.1.1 references to any party shall include the successors in title to that party and those deriving title through that party and, in the case of the Borough Council and the County Council, the successors to their respective functions as local planning authority and local housing authority and local education authority and local highway authority respectively;

2.1.2 the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

2.1.3 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;

2.1.4 words importing persons shall include firms, companies and bodies corporate and vice versa;

2.1.5 words importing the singular shall include the plural and vice versa;

2.1.6 words importing any one gender shall include either gender;

2.1.7 construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only);

2.1.8 reference to a numbered clause, schedule, paragraph or appendix are references to the clause, schedule, paragraph or appendix of or to this Agreement so numbered;

2.1.9 any reference to any statutory provision shall be deemed to include any subsequent re-enactment or amending provision;

2.1.10 an obligation to do something includes an obligation to procure it to be done;

2.1.11 an obligation not to do something includes an obligation not to allow it to be done;

2.1.12 any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing.

3 STATUTORY BASIS AND LIABILITY

3.1 This Agreement is made pursuant to section 106 of the 1990 Act, sections 111, 120 and 139 of the Local Government Act 1972, and section 1 of the Localism Act 2011 and in pursuance of all other powers enabling the Parties hereto respectively with the intention that the covenants
given by the Owner in this Agreement bind (so far as provided by this Agreement) its successors in title (being owners for the time being of the Owner's interest or a part thereof in the Application Site and Brackmills Wood).

3.2 Insofar as any obligations, covenants or undertakings in Clause 3.1 are not capable of falling within section 106 of the 1990 Act they are entered into in pursuance of the relevant powers referred to in Clause 3.1.

3.3 Each covenant by the Owner contained in this Agreement is a planning obligation for the purposes of section 106 of the 1990 Act and enforceable by the Borough Council or the County Council as the case may be and to the extent that any of the obligations are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 or section 1 of the Localism Act 2011 and all other enabling powers.

3.4 So far as the obligations, covenants and undertakings in this Agreement are given by or to the Borough Council or the County Council as the case may be then the same are entered into pursuant to the relevant powers referred to in Clause 3.1 and such obligations, covenants and undertakings shall be enforceable by or against the Borough Council or the County Council (as applicable).

3.5 The covenants contained in this Agreement shall not be enforceable against individual owner-occupiers or lessees of a Dwelling or individual non-residential buildings constructed pursuant to the Planning Permission or against statutory undertakers in relation to any parts of the Application Site or Brackmills Wood acquired by them for electricity sub-stations, gas governor stations or pumping stations or against anyone whose only interest in the Application Site or Brackmills Wood or any part of it is in the nature of the benefit of an easement or covenant.

3.6 Other than clause 16, the obligations on the part of the Owner shall be conditional upon and shall not take effect until Planning Permission has been issued.

3.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply.
4 DURATION

4.1 Other than clause 16 this Agreement is conditional and shall only have effect upon:-

4.1.1 the grant of Planning Permission by the Secretary of State; and

4.1.2 the Commencement of Development save for any provisions which expressly place a duty on a Party to this Agreement to be performed prior to Commencement whereby such provisions shall instead come into effect immediately upon completion of this Agreement.

4.2 Clause 16 shall come into effect on the date of this Agreement.

4.3 This Agreement will come to an end (in so far only as it has not already been complied with) if the Planning Permission:-

4.3.1 is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any material part of it irrelevant, impractical or unviable; or

4.3.2 expires before Commencement.

4.4 In the event of a modification or partial revocation of the Planning Permission this Agreement shall remain capable of having full force and effect EXCEPT if the parties agree that any of the obligations herein are incompatible with such modification or partial revocation IN WHICH EVENT such obligation(s) shall only be affected to the extent of such incompatibility and where the context so admits the relevant provision(s) shall be interpreted on a pro rata basis.

4.5 Where the Agreement comes to an end:-

4.5.1 the Borough Council or the County Council (as applicable) shall upon written request remove any entries made in the Register of Local Land Charges in respect of this Agreement within 20 Working Days of this Agreement ceasing to have effect; and

4.5.2 any monies paid under this Agreement save for any legal fees payable to the Borough Council or the County Council that are either unspent or not Committed at the date the Agreement comes to an end shall be returned to the party that made the payment within 20 Working Days of the Agreement coming to an end together with
interest actually accrued on the monies from (and including) the date of payment to (and including) the date of repayment.

5 OWNER'S COVENANTS WITH THE BOROUGH COUNCIL AND THE COUNTY COUNCIL

5.1 The Owner covenants with the Borough Council as set out in the First Schedule.

5.2 The Owner covenants with the County Council as set out in the Second Schedule.

6 BOROUGH COUNCIL'S COVENANTS WITH THE OWNER

6.1 The Borough Council covenants with the Owner as set out in the Third Schedule and where applicable the First Schedule.

7 COUNTY COUNCIL'S COVENANTS WITH THE OWNER

7.1 The County Council covenants with the Owner as set out in the Fourth Schedule and where applicable the Second Schedule.

8 GENERAL

8.1 Should any of the sums payable by the Owner under this Agreement be more than 30 days in arrears then the sum payable shall attract Interest from the date it became payable.

9 PROVISIONS FOR RELEASE

9.1 No person shall be liable for any breach of any of the obligations, covenants, undertakings or other provisions of this Agreement after parting with his entire interest in the Application Site or Brackmills Wood or his interest in respect of that part of the Application Site or Brackmills Wood on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Application Site or Brackmills Wood in any transfer of the Application Site or Brackmills Wood will constitute an interest for the purposes of this Clause 9.1.

9.2 Nothing in this Agreement shall prevent Compliance with any obligations pursuant to it before that obligation comes into effect and no such early Compliance shall amount to a waiver of the effect of this Clause 9.2.
10  REGISTRATION AS A LOCAL LAND CHARGE

10.1  This Agreement is a local land charge and shall be registered as such.

11  DISPUTE RESOLUTION

11.1  In the event of any dispute or difference in respect of any matter contained in this Agreement that arises between any of the Parties and persists beyond 20 Working Days but excluding any matter of law or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to an Expert whose decision shall be final and binding on the Parties in the absence of manifest error.

11.2  Each Party shall bear its own costs of any dispute under this Clause and the Expert's costs shall be paid as determined by him and failing such determination shall be borne by the Parties in equal shares.

11.3  Any Expert howsoever appointed shall be subject to the express requirement that a decision is to be reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days after the conclusion of any hearing that takes place or 20 Working Days after he has received any file or written representation.

11.4  The Expert may give notice to each of the Parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other Party shall be entitled to make a counter written submission within a further 10 Working Days.

12  NOTICES

12.1  Any notice, agreement or approval to be given under the terms of this Agreement shall:

12.1.1  be in writing and either delivered by hand or sent by first class or recorded delivery post;

12.1.2  in the case of the Borough Council, be addressed to the Director of Regeneration, Enterprise and Planning, Northampton Borough Council, The Guildhall, St Giles Square, Northampton NN1 1DE;
12.1.3 in the case of the County Council, be addressed to the Assistant Director Environment and Planning, Northamptonshire County Council, County Hall, Northampton NN1 1DN;

12.1.4 in the case of the Owner, be sent to the address above or such other address as they shall provide in this regard.

12.2 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 Agreement shall be deemed to have been validly served or given if delivered by hand sent by first class post or recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall be deemed to have been received on:-

12.2.1 if delivered by hand, the next Working Day after the day of delivery; or

12.2.2 if sent by post, the day two Working Days after the date of posting; or

12.2.3 if sent by recorded delivery, the next Working Day after the day of delivery.

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

12.4 The address for any notice or other written communication shall be within the United Kingdom.

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

12.6 Any notice or other written communication to be given by the Borough Council or the County Council shall only be valid and effectual if it is signed on behalf of the Borough Council or the County Council by a bona fide officer or duly authorised signatory.

13 MONITORING

13.1 The Owner hereby covenants with the Borough Council and with the County Council to serve written notice upon the Borough Council and the County Council advising them of the intended date of Commencement of Development seven days prior to that occurrence provided that default in giving notice shall not prevent Commencement of Development
having been taken to occur for the purposes of any of the obligations contained in this Agreement.

13.2 The Owner hereby covenants with the Borough Council and with the County Council to serve written notice upon the Borough Council and the County Council advising them seven days prior to the date of First Occupation of the first Dwelling to be Occupied.

13.3 The Owner hereby covenants with the Borough Council and with the County Council to serve written notice upon the Borough Council and the County Council advising them seven days prior to the date of Commencement of Development of each RMA Phase.

13.4 The Owner hereby covenants with the Borough Council and with the County Council to serve written notice upon the Borough Council and the County Council advising them within 12 days of the date of First Occupation of the last Dwelling to be Occupied on each RMA Phase.

13.5 The Owner hereby covenants with the Borough Council and with the County Council to serve written notice upon the Borough Council and the County Council advising them within 14 days of the date of Occupation of 50% and 80% of the Dwellings on each RMA Phase and 50% and 90% of the Market Dwellings.

13.6 The Owner hereby covenants with the Borough Council and with the County Council to serve written notice upon the Borough Council and the County Council advising them within 14 days of the date of First Occupation of the 1st, 10th, 100th, 150th, 250th, 300th, 400th, 500th, 700th, 751st and 850th Dwelling to be Occupied.

13.7 The Owner shall pay the Monitoring Fee to the Borough Council prior to the Commencement of Development provided that the Monitoring Fee shall be returned to the Owner as soon as reasonably practicable (with any Interest accrued thereon since payment) should the Planning Permission be quashed or otherwise revoked without the Owner's consent or if the Planning Permission is not Commenced and provided always that the Borough Council shall not expend or apply the Monitoring Fee otherwise than upon monitoring observance and performance of the obligations herein and upon the administration of the provisions of this Agreement.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14.1 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Parties to this Agreement or their successors in title or assignees shall
have any rights under it nor shall it be enforceable by any person other than the parties to it or their successors in title.

15 VAT

15.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

15.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT has not been previously charged the person making the supply shall have the right to issue a VAT invoice to the person receiving the supply and VAT shall be paid accordingly.

16 COSTS

16.1 The Owner covenants to pay the Borough Council and the County Council’s reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Agreement upon completion of this Agreement.

17 GOOD FAITH AND REASONABLENESS

17.1 Any approval, consent, direction, authority, permission agreement or action to be given by any of the parties under this Agreement shall not be unreasonably withheld or delayed, and each of the parties agrees to operate in good faith with regards to this Agreement.

18 JURISDICTION AND LEGAL EFFECT

18.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

18.2 If any provision of this Agreement is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

18.3 No waiver (whether express or implied) by the Parties of any breach or default in performing or Complying with any of the obligations, covenants and undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Parties from enforcing any of the said obligations, covenants and undertakings or from acting upon any subsequent breach or default.
COMMUNITY INFRASTRUCTURE LEVY

19.1 If the Secretary of State in his decision letter concludes that any of the Planning Obligations set out in the Agreement (or relevant part of a Planning Obligation) are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and accordingly expressly states in his decision letter that he attaches no weight to that Planning Obligation in determining the Appeal then the relevant Planning Obligation(s) (or part of the Planning Obligation(s) as appropriate) shall from the date of the decision letter immediately cease to have effect and the Owner shall be under no obligation to comply with that Planning Obligation (or the relevant part of the Planning Obligation as appropriate).

19.2 Subject to clause 19.3, if the Secretary of State in his decision letter concludes that any of the Planning Obligations set out in the Agreement (or relevant part of a Planning Obligation) are incompatible with Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) and expressly states in his decision letter that he attaches no weight to that Planning Obligation in determining the Appeal then the relevant Planning Obligation(s) (or part of the Planning Obligation(s) as appropriate) shall from the date of the decision letter immediately cease to have effect and the Owner shall be under no obligation to comply with that Planning Obligation (or the relevant part of the Planning Obligation as appropriate) PROVIDED THAT it is agreed by the Owner that in the event that the Secretary of State in his decision letter concludes that he attaches no weight to the Planning Obligations relating to the A45 Queen Eleanor Brackmills Junction and Lumbertubs Junction Contribution and / or the Secondary School Contribution (or relevant part of the Planning Obligation as applicable) in accordance with this clause 19.2, the Owner confirms that it will still comply with that Planning Obligation (or the relevant part of the Planning Obligation as appropriate).

19.3 If, after the date of this Agreement, but prior to the Planning Permission being issued by the Secretary of State, Community Infrastructure Levy ("CIL") is applicable to the Development then, so far as it is lawful to do so, the Parties to this Agreement shall use Reasonable Endeavours to agree variations to this Agreement with the intent that the Owner is not required to contribute (whether by financial contribution or in kind or both) more than once for any item of infrastructure (as defined by the Community Infrastructure Levy Regulations 2010 and / or as amended applied and / or supplemented by any relevant charging schedule adopted including any related document issued by the Borough Council (and / or the County Council if applicable) from time to time during the delivery of the Development) through both
the terms of this Agreement and through CIL PROVIDED THAT Nothing in this Clause 19.3 shall:

19.3.1 fetter the discretion of the Borough Council and the County Council acting as local planning authority; nor

19.3.2 require the Borough Council or the County Council to act contrary to law in the charging, collecting or spending of CIL.

IN WITNESS the Borough Council, the County Council and the Owner have executed this Agreement as a deed on the day and the year first before written
FIRST SCHEDULE

OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

The Owner hereby covenants with the Borough Council as follows:-

1. AFFORDABLE HOUSING

1.1 Affordable Housing Provision

1.1.1 The Affordable Housing Units shall be Provided as part of the Residential Development in accordance with paragraphs 1.1.2 to 1.1.8 below.

1.1.2 The Agreed Provision of Affordable Housing Units to be provided for any Viability Phase shall not be less than the Minimum Provision or more than the Maximum Provision.

1.1.3 Not to make a Reserved Matters Application for any part of Viability Phase 1 unless it is accompanied by a Framework Affordable Housing Scheme.

1.1.4 Prior to Commencement of any part of Viability Phase 1 to submit and agree the Framework Affordable Housing Scheme in relation to Viability Phase 1 and not to Commence any part of Viability Phase 1 until the Framework Affordable Housing Scheme in relation to that Viability Phase has been agreed in writing by the Borough Council.

1.1.5 Not to make a Reserved Matters Application for any part of further Viability Phases unless it is accompanied by a Framework Affordable Housing Scheme.

1.1.6 Prior to Commencement of any future Viability Phase to submit and agree the Framework Affordable Housing Scheme in relation to that Viability Phase and not to Commence any part of that Viability Phase until the Framework Affordable Housing Scheme in relation to that Viability Phase has been agreed in writing by the Borough Council.

1.1.7 The Development within each RMA Phase shall not be Commenced unless a RMA Phase Affordable Housing Scheme has been submitted to and approved by the Borough Council in respect of that RMA Phase, such scheme to secure delivery of the Agreed Provision of Affordable Housing PROVIDED THAT the Owner shall be entitled to submit and seek the approval of the identities of the Registered Providers to whom it intends to market the Affordable Housing within any RMA
Phase either as part of the RMA Phase Affordable Housing Scheme or at any time before or after such a scheme is submitted to the Borough Council for approval.

1.1.8 The Affordable Housing for each RMA Phase shall thereafter be Provided in accordance with the relevant Approved RMA Phase Affordable Housing Scheme for such RMA Phase.

1.1.9 The Owner shall be permitted to seek to amend any Approved RMA Phase Affordable Housing Scheme at any time PROVIDED THAT in seeking to do so the Owner shall submit such amendments to the Borough Council in writing.

1.1.10 The Owner shall not Occupy any of the Market Dwellings in any RMA Phase until an agreement has been concluded with a Registered Provider for the disposal of the Affordable Housing Units in that RMA Phase unless an alternative trigger is approved in writing by the Borough Council.

1.1.11 No Affordable Housing Unit shall be Occupied in a RMA Phase until such time as a roadway or roadways (to base course) and associated street lighting has been constructed and is accessible from the Affordable Housing Units in the relevant RMA Phase from the public highway and pipes wires cables and conduits have been laid to a point or points adjacent to the Affordable Housing Units approved by the Borough Council for the supply of gas water electricity telephone and other utility services.

1.2 Transfer of the Affordable Housing Units

1.2.1 In the event that in relation to any RMA Phase the Owner either:-

(e) enters into a contract with a Registered Provider for the disposal of a freehold interest or leasehold interest in the land on which the Affordable Housing Units will be constructed together with the foundations and brick courses above the damp proof membrane sufficient to achieve "golden brick" on the basis that the Owner will then construct the Affordable Housing Units in that RMA Phase on behalf of the Registered Provider; or

(f) intends to construct the Affordable Housing Units in that RMA Phase and dispose of completed units to a Registered Provider,
then the provisions of paragraph 1.2.2 of this Schedule shall apply in relation to that RMA Phase.

1.2.2 The Owner shall:-

(a) procure that the transfer of each Affordable Housing Unit shall be free from financial encumbrances and any other encumbrances except such other encumbrances as are existing at the date of this Agreement or relate to contributions to shared facilities;

(b) procure that the transfer of each Affordable Housing Unit shall be with full title guarantee of a freehold estate or a leasehold estate for a minimum of 125 years;

(c) procure that the transfer of each Affordable Housing Unit shall:-

(i) contain an exception and reservation of such easements and rights and privileges to the transferor or its successor in title and assigns as may reasonably be required for the satisfactory development or redevelopment of the Application Site;

(ii) contain a covenant by the transferor to complete the construction of the roadway or roadways within the relevant RMA Phase (including all footways, verges, planning and lighting) to adoptable standards no later than the completion of the last Market Dwelling within the relevant RMA Phase and completion for this purpose shall mean the Dwelling having a roof windows and doors;

(iii) contain a grant of such rights of access easements other rights and privileges to the transferee or its successor in title and assignees as may reasonably be required for the satisfactory use and development of the Affordable Housing Units and for the beneficial enjoyment of the Affordable Housing Units;

(iv) provide access and connection into a foul and surface water sewers and water, gas, electricity and telecommunications service systems for each Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and
laid as part of the remainder of the relevant RMA Phase and connected ultimately to highways and sewers maintainable at the public expense;

(v) contain a covenant by the transferee with the transferor not to use the Affordable Housing Units for any purpose other than use for Affordable Housing (subject to the provisions of paragraph 1.4 of this Schedule) and on a disposal of the Affordable Housing to obtain an identical covenant from the donee.

1.2.3 In the event that in relation to any RMA Phase the Owner enters into a contract with a Registered Provider for the disposal of a freehold or leasehold interest in the land within a RMA Phase on which the Affordable Housing Units will be constructed (the "Affordable Housing Land") and that Registered Provider itself is to develop the Affordable Housing Units upon the Affordable Housing Land then the provisions of paragraph 1.2.4 of this Schedule shall apply.

1.2.4 The transfer of the Affordable Housing Land within a RMA Phase shall:-

(a) be free from financial encumbrances and any other encumbrances except such other encumbrances as are existing at the date of this Agreement or relate to contributions to shared facilities;

(b) contain an exception and reservation of such easements and rights and privileges to the transferor or its successor in title and assigns as may reasonably be required for the satisfactory development or redevelopment of the Affordable Housing Units within the relevant RMA Phase;

(c) contain a covenant by the transferor to complete the construction of the roadway or roadways including all footways, verges, planning and lighting)within the relevant RMA Phase up to the boundary of the Affordable Housing Land (and for the avoidance of doubt excluding the roadway(s), footways, verges, planning and lighting within and on the Affordable Housing Land) to adoptable standards no later than the completion of the last Market Dwelling within the relevant RMA Phase and completion for this purpose shall mean the Dwelling having a roof windows and doors;
(d) contain a grant of such rights of access easements other rights and privileges to the transferee or its successor in title and assignees as may reasonably be required for the satisfactory use and development of the Affordable Housing Units and for the beneficial enjoyment of the Affordable Housing Units;

(e) provide access and connection into a foul and surface water sewers and water, gas, electricity and telecommunications service systems to the boundary of the Affordable Housing Land to enable the Affordable Housing Land to link to the estate roads and service systems to be constructed and laid as part of the remainder of the relevant RMA Phase and connected ultimately to highways and sewers maintainable at the public expense;

(f) contain a covenant by the transferee with the transferor not to use the Affordable Housing Units for any purpose other than use for Affordable Housing (subject to the provisions of paragraph 1.4 of this Schedule) and on a disposal of the Affordable Housing to obtain an identical covenant from the disposee.

1.3 Occupation of the Affordable Housing Units

1.3.1 In the event that in relation to any RMA Phase the Owner either:-

(a) enters into a contract with a Registered Provider for the disposal of a freehold or leasehold interest in the land on which the Affordable Housing Units will be constructed together with the foundations and brick courses above the damp proof membrane sufficient to achieve "golden brick" on the basis that the Owner will then construct the Affordable Housing Units in that RMA Phase on behalf of the Registered Provider; or

(b) intends to construct the Affordable Housing Units in that RMA Phase and dispose of completed units to a Registered Provider

then subject always to such alternative triggers being approved for any RMA Phase in the applicable RMA Phase Affordable Housing Scheme:-
(c) no more than 50% of the Market Dwellings in a RMA Phase shall be Occupied until 50% of the Affordable Housing Units in that RMA Phase have been Provided; and

(d) no more than 95% of the Market Dwellings in a RMA Phase shall be Occupied until 100% of the Affordable Housing Units in that RMA Phase have been Provided.

1.3.2 Subject to the provisions of paragraph 1.4 of this Schedule, the Owner shall:-

(a) procure that the Affordable Housing Units shall only be Occupied by Qualifying Persons;

(b) procure that the Affordable Housing Units shall be Occupied (and if let shall be managed) in accordance with the objectives and constitution of the Registered Provider and in accordance with such published lettings policy and allocation system as may be adopted by such Registered Provider from time to time;

(c) procure that the relevant Registered Provider shall ensure that the Affordable Rented Units are Occupied by Qualifying Persons in accordance with the Borough Council’s Housing Allocations and Choice Based Lettings Scheme;

(d) procure that the Intermediate Housing Units shall be Occupied in accordance with the HomeBuy Agents criteria or as otherwise Approved by the Borough Council;

(e) in the event that a tenant or other occupier of an Affordable Housing Unit exercises the right to acquire under applicable legislation (or in the case of a Shared Ownership lease staircases up to one hundred per cent (100%) of the equity in an Affordable Housing Unit) procure that any Registered Provider shall (unless the legislation otherwise requires) use or procure the use of the net proceeds of sale as defined in section 24(3) of the Housing Act 1996 (and any amendment, re-enactment or successor provision) to fund the provision of further affordable housing; and

(f) procure that any Registered Provider shall ensure that the Intermediate Affordable Housing is marketed through the HomeBuy Agent for the
region and in accordance with the Borough Council’s Housing Allocations and Choice Based Lettings Scheme.

1.3.3 Where a Registered Provider has an interest whether legal or equitable in an Affordable Housing Unit then the following covenant shall apply:-

(a) The Owner covenants with the Borough Council that it will procure that the Registered Provider enters into a nominations agreement and/or the Borough Council’s Housing Allocations Choice Based Lettings Scheme arrangement as may be required by the Borough Council prior to renting part or selling any interest in such Affordable Housing Unit which is for Social Rent or Affordable Rent;

(b) Not to rent part or sell any interest in such Affordable Housing Unit which is for Social Rent or Affordable Rent until the Registered Provider has entered into a nominations agreement and/or the Borough Council’s Housing Allocations Choice Based Lettings Scheme arrangement as may be required by the Borough Council.

1.4 Chargee Provisions

1.4.1 The obligations and restrictions contained in paragraphs 1.1 to 1.3 of this Schedule shall not bind:-

(a) any Chargee who has first complied with the provisions of paragraph 1.4.2 of this Schedule;

(b) any Right To Acquire Purchaser;

(c) a leaseholder of an Intermediate Housing Unit who is entitled exercise its right under a Shared Ownership lease to acquire 100% of the equity of its property; and/or

(d) any person or body deriving title through or from any of the parties mentioned in paragraphs 1.4.1 (a) to (d) of this Schedule.

1.4.2 The restrictions on the use and disposal of the Affordable Housing Units in paragraphs 1.1 to 1.3 above:-
(a) cease to apply to any part of the Affordable Housing Units should such part be subject to any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Registered Provider exercising a power of sale PROVIDED ALWAYS that:

(i) for a period of 12 weeks or such lesser period as may be agreed in writing by the Borough Council such mortgagee chargee receiver or manager has used Reasonable Endeavours to secure the continued availability of all the Affordable Housing Units or as the case may be on that RMA Phase of the Development through the involvement of a Registered Provider pursuant to the provisions of the Housing Act 1996 but if after the expiry of the aforesaid period of 12 weeks or lesser period agreed it has been unsuccessful the Owner or Registered Provider may apply to the Borough Council for itself and its successors in title to be released from the terms of this Agreement and shall provide to the Borough Council such evidence as it may reasonably require to satisfy the Borough Council that all reasonable attempts to secure the continued provision of the Affordable Housing have been carried out such evidence to include details of communications with the Homes and Communities Agency and guidance received, a list of which other Registered Providers have been approached, details of any terms or conditions which have been applied and the consideration requested; and

(ii) without prejudice to the generality of the above, such mortgagee, Chargee, receiver or manager shall in writing give the Borough Council and the Registered Provider (as appropriate) at least 12 weeks prior notice of its intention to exercise any power of sale in respect of any Affordable Housing Unit/s and to provide the Borough Council or the Registered Provider the opportunity to complete a transfer of the Affordable Housing Unit/s in question in order to ensure that they continue to be used for the purposes of Affordable Housing provided always that for the avoidance of
doubt the 12 week periods in this paragraph 1.4.2(a)(ii) and paragraph 1.4.2(a)(i) of this Schedule will run concurrently;

(b) cease to apply to any Affordable Housing Unit where the Registered Provider shall be required to dispose of any Affordable Housing Unit pursuant to the Right To Acquire pursuant to the Housing Act 1996 or any similar or substitute right applicable or shall be required to sell to a tenant with the benefit of a Voluntary Purchase Grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation) whereupon such tenant, and all successors in title and persons deriving title from such tenant (which for the avoidance of doubt includes the mortgagee or chargee of the tenant and any mortgagee or charge of a successor in title to or person deriving title from such tenant) shall be released from the obligation in this schedule PROVIDED THAT the Owner and any Registered Provider shall, unless the legislation otherwise requires, use or procure the use of the net proceeds of sale as defined in section 24(3) of the Housing Act 1996 (and any amendment, re-enactment or successor provision) to fund the provision of further affordable housing.

2 ALLOTMENTS

2.1 The Owner covenants not to Commence any RMA Phase within which Allotments are to be provided until the Allotments Scheme has been submitted to and approved in writing by the Borough Council in relation to that RMA Phase provided that contemporaneously with submitting the Allotments Scheme to the Borough Council the Owner shall submit a written notice on the Borough Council which shall include either:-

2.1.1 an offer to transfer to the Borough Council (or the Parish Council on the election of the Borough Council) the Allotments pursuant to the relevant Allotment Transfer PROVIDED THAT if the Borough Council (or the Parish Council on the election of Borough Council) accepts the offer of the Allotments (as applicable) the actual transfer will be executed and delivered to the appropriate body only once the Allotments have been completed in accordance with the Allotment Scheme and to the Borough Council's reasonable satisfaction AND PROVIDED FURTHER THAT such transfer will be accompanied by the Allotments Contribution, which shall be paid by the Borough Council to the Parish Council in the event that the Allotments are transferred to the Parish Council; or
2.1.2 notification to the Borough Council that the Owner wishes to offer the Allotments to an Alternative Body **PROVIDED THAT** in such notification it shall set out the name, address, company registration number of the Alternative Body **AND** **PROVIDED FURTHER** if the Alternative Body accepts the offer of the Allotments the Owner shall execute and deliver to the Alternative Body the relevant Allotment Transfer only once the Allotments have been completed in accordance with the Allotment Scheme and to the Borough Council's reasonable satisfaction; or

2.1.3 notification to the Borough Council that the Owner will either:-

(a) retain the Allotments (as applicable) and to appoint a Management Company to maintain and manage the Allotments (as applicable) on the Owner's behalf; or

(b) transfer the Allotments (as applicable) to the Management Company;

**PROVIDED THAT** in the event that paragraph 2.1.1 of this Schedule is applicable and the Borough Council and / or the Parish Council have refused to accept the offer to transfer of the Allotments within three months of submission of the Allotments Scheme (subject to the Allotments being completed to the Borough Council's reasonable satisfaction pursuant to paragraph 2.2 of this Schedule) the Owner shall not be required to provide the Allotments or Comply with the covenants in paragraphs 2.2 and 2.3 of this Schedule.

2.2 In the event that the Borough Council or Parish Council accept the offer of the Allotments or the Owner elects to deliver them pursuant to paragraph 2.1.2 or paragraph 2.1.3 of this Schedule:-

2.2.1 The Owner shall provide the Allotments in accordance with the Allotment Scheme and timetable therein as approved by the Borough Council.

2.2.2 Save as otherwise agreed with the Borough Council not to Occupy or allow the Occupation of more than 80% of the Dwellings within the RMA Phase until the whole of the Allotments in that RMA Phase have been completed to the Borough Council's reasonable satisfaction.

2.2.3 Following completion of the Allotments the Owner shall serve notice on the Borough Council inviting it to inspect the Allotments to confirm that the Allotments have been completed to its reasonable satisfaction.
2.2.4 Following the completion of the Allotments (or part thereof), the Owner shall:-

(a) maintain the Allotments (or the relevant part thereof) to the reasonable satisfaction of the Borough Council; and

(b) allow access to the Allotments (or the relevant part thereof) in connection with the use of Allotments to members of the public PROVIDED THAT the Owner shall not be prevented from:-

(i) closing the such areas (or any part thereof) for the purposes of maintenance repair decoration replacement or alterations to any equipment, building or land on or abutting the such areas (or any part thereof) for such period or periods as may be agreed with the Borough Council to carry out and complete such maintenance repairs decorations replacements or alterations;

(ii) working on such areas (or any part thereof) as necessary in connection with the maintenance repair decoration or alteration of the Development or any part or parts thereof;

(iii) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;

(iv) closing the such areas (or any part thereof) at any time on the advice of an officer in public authority (whether temporarily or permanently but only for so long as is necessary) in the event of there being a security risk or alert in the vicinity;

(v) erecting barriers or gates whether temporarily or permanently to facilitate closure of the such areas (or any part thereof) in the event of there being such a security risk or alert in the vicinity;

(vi) closing the such areas (or any part thereof) during hours of darkness;

(vii) closing the such areas (or any part thereof) temporarily for not more than one day per year to assert rights of proprietorship.
preventing public or private rights from coming into being by means of prescription or other process of law.

3 BRACKMILLS WOOD

3.1 The Owner covenants not to Commence any RMA Phase that is adjacent to Brackmills Wood until the Brackmills Wood Management Strategy has been submitted to and approved in writing by the Borough Council.

3.2 To manage and allow public access to Brackmills Wood in accordance with the details and timetable for implementation approved in the Brackmills Wood Management Strategy pursuant to paragraph 3.1 of this Schedule PROVIDED THAT the Owner shall be permitted to seek to amend any Brackmills Wood Management Strategy at any time AND FURTHER PROVIDED THAT in seeking to do so the Owner shall submit such amendments to the Borough Council in writing for approval.

3.3 The Owner shall:-

3.3.1 allow access to Brackmills Wood (or the relevant part thereof) (free of charge but on a permissive basis only) to members of the public each day for the purpose of recreation and play (unless the Borough Council agrees otherwise in writing), PROVIDED THAT the Owner shall not be prevented from:-

(a) closing the such areas (or any part thereof) for the purposes of maintenance or repair for such period or periods as may be agreed with the Borough Council to carry out and complete such maintenance or repair;

(b) working on such areas (or any part thereof) as necessary in connection with the maintenance repair or alteration of the Development or any part or parts thereof;

(c) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;

(d) closing the such areas (or any part thereof) at any time on the advice of an officer in public authority (whether temporarily or permanently but only for so long as is necessary) in the event of there being a security risk or alert in the vicinity;
(e) erecting barriers or gates whether temporarily or permanently to facilitate 
closure of the such areas (or any part thereof) in the event of there being 
such a security risk or alert in the vicinity;

(f) closing the such areas (or any part thereof) during hours of darkness;

(g) closing the such areas (or any part thereof) temporarily for not more than 
one day per year to assert rights of proprietorship preventing public or 
private rights from coming into being by means of prescription or other 
process of law.

4 CONSTRUCTION TRAINING

4.1 Not to Commence Development of any RMA Phase until the Owner has:-

4.1.1 paid the Construction Training Contribution in relation to that RMA Phase to the 
Borough Council to be used for the purpose of the provision of the Construction 
Training Scheme; and

4.1.2 submitted to and obtained the Borough Council's written approval of the 
Construction Training Scheme in relation to that RMA Phase.

4.2 The Owner in conjunction with a Construction Training Provider shall implement the 
Construction Training Scheme in accordance with the details and timetable for 
implementation set out in the Construction Training Scheme approved pursuant to paragraph 
5.1 of this Schedule or such other timetable as shall be approved in writing by the Borough 
Council PROVIDED THAT nothing in this paragraph 4.2 shall require the Owner (or its 
building contractor as the case may be) to do or refrain from doing anything which would be 
contrary to law.

5 DESIGN

5.1 The Borough Council and Owner agree that the Design Quality Costs shall form part of a cost 
to be considered as part of the Viability Appraisal.

6 HEALTHCARE

6.1 To pay the Borough Council the Hardingstone Healthcare Contribution in respect of all of the 
Dwellings to be constructed on a RMA Phase in accordance with a Reserved Matters 
Approval prior to the Occupation of more than 50% of the Dwellings within that RMA Phase.
6.2 Not to Occupy more than 50% of the Dwellings within each RMA Phase until the Hardingstone Healthcare Contribution in respect of the Dwellings permitted to be constructed on that RMA Phase in accordance with a Reserved Matters Approval has been paid to the Borough Council.

7 INDOOR SPORT AND LEISURE FACILITIES

7.1 Prior to the Commencement of the RMA Phase containing the Primary School or the RMA Phase containing the Community Facility whichever comes first to agree with the Borough Council whether the Indoor Sport and Leisure Facilities will be provided within or enhanced within the Community Facility or Primary School.

7.2 Prior to the Commencement of the RMA Phase containing the Indoor Sport and Leisure Facilities to submit the Indoor Sport and Leisure Specification to the Borough Council and secure the Borough Council's approval of such specification.

7.3 Not to Commence the RMA Phase containing the Indoor Sport and Leisure Facilities until the Indoor Sport and Leisure Specification has been submitted to and approved by the Borough Council.

7.4 In the event that the Indoor Sport and Leisure Facilities are:-

7.4.1 to be provided at the Primary School; or

7.4.2 to be provided at the Community Facility and the Community Facility Land and Community Facility Contribution is being transferred to the Borough Council pursuant to paragraph 12.1.1 or 12.1.2 or the proviso at the end of paragraph 12.1 of this Schedule;

the Owner shall:-

7.4.3 pay the Indoor Sport and Leisure Sum to the Borough Council prior to Commencement of the RMA Phase containing the Indoor Sport and Leisure Facilities; and

7.4.4 not Commence Development on the RMA Phase containing the Indoor Sport and Leisure Facilities until the Indoor Sport and Leisure Sum has been paid.

7.5 In the event that:-
7.5.1 the Indoor Sport and Leisure Facilities are to be provided at the Community Facility and the Community Facility is to be provided in accordance with paragraph 12.1.3 or 12.1.4 of this Schedule; or

7.5.2 the Primary School is to be provided by the Owner in accordance with paragraphs 5.4.5 and 5.4.6 of the Second Schedule

the Owner shall apply the Indoor Sport and Leisure Sum in order to provide the Indoor Sport and Leisure Facilities in accordance with the Indoor Sport and Leisure Specification either as part of the Community Facility or the Primary School as the case may be.

8 LOCAL CENTRE

8.1 Not to Commence Development on the RMA Phase relating to the Local Centre until the Local Centre Marketing Strategy has been submitted to and approved in writing by the Borough Council.

8.2 Upon approval of the Local Centre Marketing Strategy pursuant to paragraph 8.1 of this Schedule the Owner shall use Reasonable Endeavours to implement the approved Local Centre Marketing Strategy in accordance with the approved Local Centre Marketing Strategy with the overriding intention of securing a disposal of a freehold interest or grant of a leasehold interest in the site on which the Local Centre will be located ("Local Centre Site") on reasonable commercial terms and at a commercial financial consideration PROVIDED THAT it is agreed that:

8.2.1 in the event that a disposal of a freehold interest or grant of a leasehold interest in the Local Centre Site has not occurred within 12 months of the commencement of the Local Centre Marketing Period the Owner will provide to the Borough Council details of the steps taken to dispose of a freehold interest or grant of a leasehold interest in the Local Centre Site together with evidence from potential purchasers or tenants that they are not willing to so take such a disposal of a freehold interest or grant of a leasehold interest (if such evidence is available) and the Borough Council may request reasonable modifications to the Local Centre Marketing Strategy with a view to facilitating a freehold interest or grant of a leasehold interest in the Local Centre Site; and

8.2.2 such procedures outlined in paragraph 8.2.1 of this Schedule will be repeated as necessary at subsequent 12 month intervals until either a disposal of a freehold interest or grant of a leasehold interest in the Local Centre Site has occurred or the
expiration of the Local Centre Marketing Period (and beyond this period if negotiations with a particular prospective tenant or prospective tenants continue)

8.3 The Owner shall be permitted to seek to amend the Local Centre Marketing Strategy at any time **PROVIDED THAT** in seeking to do so the Owner shall submit such amendments to the Borough Council in writing for approval.

8.4 The Owner, the Borough Council and the County Council acknowledge and agree that:-

8.4.1 the Owner shall not be obliged to dispose or otherwise grant a lease of only part of the site on which the Local Centre will be located and that in seeking to dispose or grant a lease in the site on which the Local Centre will be located the Owner shall have discharged its obligation to use Reasonable Endeavours referred to in paragraph 8.2 of this Schedule if it only markets the site on which the Local Centre will be located as a whole and if it only considers offers in relation to the whole of the site on which the Local Centre will be located and discount any offers relating only to part of the site on which the Local Centre will be located unless the Units in the Local Centre are to be delivered as standalone units and this is required by the Local Centre Marketing Strategy;

8.4.2 if the Owner having complied with the Local Centre Marketing Strategy on the expiry of the Local Centre Marketing Period the disposal of the freehold interest or grant of a leasehold interest in the Local Centre has not occurred then the Owner shall be released from the covenants, restrictions and obligations in paragraphs 8.1 to 8.3 of this Schedule.

9 **PROVISION AND LAYING OUT OF OPEN SPACE, PLAYING FIELD AND PLAY AREAS**

9.1 The Owner covenants in respect of each RMA Phase and in relation to each part of the Open Space Playing Field and Play Areas as follows **PROVIDED THAT** the provisions in this paragraph 9 shall equally apply to the Playing Field and the Play Areas such that references to Open Space and associated definitions in this paragraph 10 shall be taken (as applicable) to read Playing Field and/or Play Areas and its associated definition as regards the provision and laying out of each of those areas:-

9.1.1 Not to Commence a RMA Phase until the Open Space Scheme for those Open Space Works within the area to which the RMA Phase relates has been submitted to and approved by the Borough Council.
9.1.2 To undertake and complete the Open Space Works in accordance with the Open Space Scheme approved pursuant to paragraph 9.1.1 of this Schedule PROVIDED THAT the Owner shall be permitted to seek to amend any approved Open Space Scheme at any time PROVIDED THAT in seeking to do so the Owner shall submit such amendments to the Borough Council in writing for approval.

9.1.3 Save as otherwise agreed with the Borough Council not to Occupy or allow the Occupation of more than 80% of the Dwellings within a RMA Phase until the whole of the Open Space Works in that RMA Phase have been completed to the Borough Council's reasonable satisfaction.

9.1.4 The Owner shall:-

(a) maintain the Open Space (or the relevant part thereof) to the reasonable satisfaction of the Borough Council; and

(b) allow access to the Open Space (or the relevant part thereof) (free of charge but on a permissive basis only save in relation to the Playing Field for which a charge may be made) to members of the public each day for the purpose of recreation and play (unless the Borough Council agrees otherwise in writing), PROVIDED THAT the Owner shall not be prevented from:-

(i) closing the such areas (or any part thereof) for the purposes of maintenance repair decoration replacement or alterations to any equipment, building or land on or abutting the such areas (or any part thereof) for such period or periods as may be agreed with the Borough Council to carry out and complete such maintenance repairs decorations replacements or alterations;

(ii) working on such areas (or any part thereof) as necessary in connection with the maintenance repair decoration or alteration of the Development or any part or parts thereof;

(iii) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;
(iv) closing the such areas (or any part thereof) at any time on the advice of an officer in public authority (whether temporarily or permanently but only for so long as is necessary) in the event of there being a security risk or alert in the vicinity;

(v) erecting barriers or gates whether temporarily or permanently to facilitate closure of the such areas (or any part thereof) in the event of there being such a security risk or alert in the vicinity;

(vi) closing the such areas (or any part thereof) during hours of darkness;

(vii) closing the such areas (or any part thereof) temporarily for not more than one day per year to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

9.1.5 The Owner shall maintain each part of the Open Space in accordance with the Open Space Scheme approved to the Borough Council's reasonable satisfaction unless and until such time that the Open Space Land Transfer is completed with respect to the relevant part of the Open Space to the Borough Council or an Alternative Body or Management Company who shall thereafter become responsible for the maintenance of the Open Space (or the relevant part thereof) or the management and maintenance responsibilities have been passed to a Management Company.

10 TRANSFER OF OPEN SPACE PLAYING FIELDS AND PLAY AREAS

10.1 The Owner covenants in respect of each RMA Phase within which Open Space and / or Play Areas and /or Playing Fields are being provided:

10.1.1 Prior to Occupation of any Dwelling to serve written notice on the Borough Council which contains one or a variety of the following options that the Owner intends to pursue in respect of the relevant Open Space the Playing Field and Play Areas within that RMA Phase:

(a) the written notice shall include an offer to transfer to the Borough Council (or the Parish Council on the election of the Borough Council) the Open Space and the Play Area and the Playing Field (as applicable) in each RMA Phase pursuant to the relevant Open Space Land Transfer
PROVIDED THAT if the Borough Council (or the Parish Council on the election of Borough Council) accepts the offer of the Open Space the Playing Field and the Play Area and (as applicable) the actual transfer will be executed and delivered to the appropriate body only once the relevant Open Space Works have been completed in accordance with the Open Space Scheme and to the Borough Council's reasonable satisfaction

PROVIDED FURTHER THAT such transfer will be accompanied by the Open Space Maintenance Contribution in respect of the relevant RMA Phase and / or Playing Field Contribution and / or Play Area Contribution or part thereof (as applicable), which shall be paid by the Borough Council to the Parish Council in the event that the Open Space and the Play Area and the Playing Field (as applicable) is transferred to the Parish Council, unless the Borough Council shall elect not to take such contributions subject to the overall figure of the Open Space Maintenance Contribution not being exceeded; and / or

(b) the written notice shall notify the Borough Council that the Owner wishes to offer the Open Space and the Play Area and the Playing Field (as applicable) to an Alternative Body PROVIDED THAT in such notification it shall set out the name, address, company registration number of the Alternative Body AND PROVIDED FURTHER if the Alternative Body accepts the offer of the Open Space and the Play Area and the Playing Field (as applicable) the Owner shall execute and deliver to the Alternative Body the relevant Open Space Land Transfer only once the relevant Open Space Works have been completed in accordance with the Open Space Scheme and to the Borough Council's reasonable satisfaction; or

(c) the written notice will confirm that the Owner will either:-

(i) retain the Open Space and the Play Area and the Playing Field (as applicable) and appoint a Management Company to maintain and manage the Open Space the Play Area and the Playing Field (as applicable) on the Owner's behalf; or

(ii) transfer the Open Space and the Play Area and the Playing Field (as applicable) to the Management Company;
10.1.2 In the event that for the purposes of paragraph 10.1.1(a) of this Schedule the Borough Council (or the Parish Council on the election of Borough Council) declines or does not respond to the offer to have transferred to it the Open Space and the Play Area and the Playing Field (as applicable) within 60 Working Days of service of the respective offer to transfer or the Owner and the Borough Council or Parish Council have been unable to come to reasonable agreement the Owner shall either:-

(a) transfer the Open Space and the Play Area and the Playing Field (as applicable) to an Alternative Body to manage the relevant land in accordance with the Open Space Scheme in which case the Owner shall set out in any such notification the name, address, company registration number (where appropriate) and evidence that the Alternative Body is constituted; or

(b) transfer the Open Space and the Play Area and the Playing Field (as applicable) to a Management Company to manage the relevant land in accordance with the Open Space Scheme; or

(c) retain the freehold interest in the Open Space and the Play Area and the Playing Field (as applicable) and appoint a Management Company to manage and maintain the Open Space and the Play Area and the Playing Field (as applicable) on the Owner's behalf and in accordance with the Open Space Scheme.

10.1.3 where the offer has been made pursuant to paragraphs 10.1.1(b) or 10.1.2(a) of this Schedule to an Alternative Body and the Alternative Body declines or does not respond the Owner will notify Borough Council in writing that it intends to either:-

(a) transfer the Open Space the Play Area and the Playing Field (as applicable) to a Management Company for use in accordance with the Open Space Scheme; or

(b) retain the freehold interest in the Open Space the Play Area and the Playing Field (as applicable) and appoint a Management Company to manage and maintain the Open Space the Play Area and the Playing Field (as applicable) on the Owner's behalf and in accordance with the Open Space Scheme.
10.2 In the event the Borough Council accepts all or any of the offers made pursuant to paragraph 10.1.1(a) of this Schedule then the Borough Council shall:-

10.2.1 use Reasonable Endeavours to agree the reasonable terms for the transfer of the relevant part(s) of the Open Space and the Play Area and the Playing Field (as applicable) and to agree all of the provisions in detail of the Open Space Land Transfer with the Owner within 3 (three) months of the completion of the Open Space in accordance with the Open Space Scheme to the Borough Council's reasonable satisfaction; and

10.2.2 accept the Open Space Land Transfer agreed pursuant to paragraph 10.2.1 of this Schedule when executed and delivered to it.

10.3 The Owner covenants in respect of each RMA Phase within which Open Space and / or Play Areas and / or Playing Field are being provided not to allow any Dwellings to be Occupied until the Management Company has been constituted to ensure that the mechanism for recovery from future owners of the Dwellings of the maintenance costs for the Open Space and the Play Area and the Playing Field (as applicable) as detailed in the Open Space Scheme can be achieved for all Dwellings PROVIDED THAT this shall only apply in the event that any part of the Open Space and the Play Area and the Playing Field (as applicable) is to be transferred to a Management Company or the management and maintenance responsibilities are to be passed to the Management Company.

11 SUSTAINABLE URBAN DRAINAGE SYSTEM

11.1 Not to Commence Development on any RMA Phase until a Sustainable Urban Drainage System Management Plan relating to the SUDS on that RMA Phase in accordance with the Design Code and Masterplan has been submitted to and approved by the Borough Council.

11.2 The Owner shall implement the Sustainable Urban Drainage System Management Plan as approved pursuant to paragraph 11.1 of this Schedule and thereafter maintain in accordance with such plan.

12 COMMUNITY FACILITY

12.1 The Owner covenants not to Commence the RMA Phase within which the Community Facility is to be provided until the Community Facility Specification has been submitted to and approved in writing by the Borough Council in relation to that RMA Phase provided that contemporaneously with submitting the Community Facility Specification to the Borough
Council the Owner shall submit a written notice on the Borough Council which shall include either:

12.1.1 an offer to transfer to the Borough Council (or the Parish Council on the election of the Borough Council) the Community Facility on the Community Facility Land pursuant to the relevant Community Facility Transfer PROVIDED THAT if the Borough Council (or the Parish Council on the election of Borough Council) accepts the offer of the Community Facility on the Community Facility Land the actual transfer will be executed and delivered to the appropriate body only once the Community Facility has been completed in accordance with the Community Facility Specification and to the Borough Council's reasonable satisfaction AND PROVIDED FURTHER THAT such transfer will be accompanied by the Community Facility Maintenance Contribution, which shall be paid by the Borough Council to the Parish Council in the event that the Community Facility is transferred to the Parish Council; or

12.1.2 an offer to transfer to the Borough Council (or the Parish Council on the election of the Borough Council) the Community Facility Land, together with providing to the boundary of the Community Facility Land at points agreed by the Borough Council rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water), pursuant to the relevant Community Facility Transfer PROVIDED THAT such transfer will be accompanied by the Community Facility Contribution and the Community Facility Maintenance Contribution, which shall be paid by the Borough Council to the Parish Council in the event that the Community Facility Land is transferred to the Parish Council; or

12.1.3 notification to the Borough Council that the Owner wishes to offer the Community Facility to an Alternative Body PROVIDED THAT in such notification it shall set out the name, address, company registration number of the Alternative Body AND PROVIDED FURTHER if the Alternative Body accepts the offer of the Community Facility the Owner shall execute and deliver to the Alternative Body the relevant Community Facility Transfer only once the Community Facility has been completed in accordance with the Community Facility Specification and to the Borough Council's reasonable satisfaction; or

12.1.4 notification to the Borough Council that the Owner will either:-
(a) retain the Community Facility and to appoint a Management Company to maintain and manage the Community Facility on the Owner's behalf; or

(b) transfer the Community Facility to the Management Company;

**PROVIDED THAT** in the event that paragraph 12.1.1 or 12.1.2 of this Schedule is applicable and the Borough Council and/or the Parish Council have refused to accept the offer to transfer the Community Facility or the Community Facility Land within three months of submission of the Community Facility Specification (subject to the Community Facility being completed to the Borough Council’s reasonable satisfaction in the event that paragraph 12.1.1 of this Schedule is applicable) the Owner shall either follow the options in 12.1.3 or 12.1.4 of this Schedule **PROVIDED FURTHER THAT** in the event that the Owner having used Reasonable Endeavours is unable to comply with the options in paragraphs 12.1.3 or 12.1.4 of this Schedule and provides reasonable evidence to the Borough Council that it has used such Reasonable Endeavours to comply with paragraph 12.1.3 it shall pay the Community Facility Contribution and Community Facility Maintenance Contribution to the Borough Council and offer to transfer the Community Facility Land, together with providing to the boundary of the Community Facility Land at points agreed by the Borough Council rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water), to the Borough Council pursuant to the Community Facility Transfer.

12.2 In the event that the Borough Council or Parish Council accept the offer of the Community Facility in accordance with paragraph 12.1.1 of this Schedule or the Owner elects to deliver the Community Facility pursuant to paragraph 12.1.3 or paragraph 12.1.4 of this Schedule:

12.2.1 The Owner shall provide the Community Facility in accordance with the Community Facility Specification and timetable therein as approved by the Borough Council.

12.2.2 Save as otherwise agreed with the Borough Council not to Occupy or allow the Occupation of more than 80% of the Dwellings within the relevant RMA Phase until the Community Facility has been completed to the Borough Council’s reasonable satisfaction.

12.2.3 Following completion of the Community Facility the Owner shall serve notice on the Borough Council inviting it to inspect the Community Facility to confirm that it has been completed to its reasonable satisfaction.
12.2.4 Following the completion of the Community Facility, the Owner shall:-

(a) maintain the Community Facility to the reasonable satisfaction of the Borough Council; and

(b) use the Community Facility for no other purpose than in accordance with the use outlined in the Community Facility Specification and maintain the use of the Indoor Sport and Leisure Facilities if they are provided at the Community Centre; and

(c) allow access to the Community Facility in connection with the use of Community Facility including the Indoor Sport and Leisure Facilities if relevant to members of the public PROVIDED THAT the Owner shall not be prevented from:-

(i) closing the facility (or any part thereof) for the purposes of maintenance repair decoration replacement or alterations to any equipment, building or land on or abutting the such areas (or any part thereof) for such period or periods as may be agreed with the Borough Council to carry out and complete such maintenance repairs decorations replacements or alterations;

(ii) working on the facility (or any part thereof) as necessary in connection with the maintenance repair decoration or alteration of the Development or any part or parts thereof;

(iii) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;

(iv) closing the such areas (or any part thereof) at any time on the advice of an officer in public authority (whether temporarily or permanently but only for so long as is necessary) in the event of there being a security risk or alert in the vicinity.

12.3 In the event that the Borough Council or Parish Council accept the offer of the Community Facility Land in accordance with paragraph 12.1.2 of this Schedule the Owner will: -
12.3.1 provide to the boundary of the Community Facility Land at points agreed by the Borough Council rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water); and

12.3.2 pay to the Borough Council the Community Facility Contribution and the Community Facility Maintenance Contribution, which shall be paid by the Borough Council to the Parish Council in the event that the Community Facility Land is transferred to the Parish Council.
SECOND SCHEDULE

OWNER'S COVENANTS WITH THE COUNTY COUNCIL

The Owner hereby covenants with the County Council as follows:-

1  FIRE & RESCUE CONTRIBUTION

1.1 Following the receipt of Reserved Matters Approval for a RMA Phase or any part thereof not to the Owner shall pay to the County Council the Fire & Rescue Contribution as follows:-

1.1.1 To pay the County Council the Fire & Rescue Contribution in respect of all of the Dwellings to be constructed on a RMA Phase in accordance with a Reserved Matters Approval prior to the Occupation of more than 50% of the Dwellings within that RMA Phase.

1.1.2 Not to Occupy more than 50% of the Dwellings to be constructed on that RMA Phase in accordance with a Reserved Matters Approval until the Fire & Rescue Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the County Council.

2  LIBRARY CONTRIBUTION

2.1 Not to submit a Reserved Matters Application in relation to any RMA Phase unless and until an Accommodation Schedule approved by the Borough Council for the relevant RMA Phase has been submitted to the County Council.

2.2 The Owner shall pay to the County Council the Library Contribution as follows:-

2.3.1 To pay the County Council the Library Contribution in respect of all of the Dwellings to be constructed on a RMA Phase in accordance with a Reserved Matters Approval prior to the Occupation of more than 50% of the Dwellings within that RMA Phase.

2.3.2 Not to Occupy more than 50% of the Dwellings to be constructed on that RMA Phase in accordance with a Reserved Matters Approval until the Library Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the County Council.
3 A45 QUEEN ELEANOR JUNCTION BRACKMILLS JUNCTION AND LUMBERTUBS JUNCTION

3.1 The A45 Queen Eleanor Junction Brackmills Junction and Lumbertubs Junction Contribution shall be paid by the Owner to the County Council in accordance with the following:-

3.1.1 prior to the Occupation of the 100th Dwelling the Owner shall pay £308,367.75 Index Linked of the A45 Queen Eleanor Junction Brackmills Junction and Lumbertubs Junction Contribution to the County Council;

3.1.2 prior to the Occupation of the 400th Dwelling the Owner shall pay a further £616,735.50 Index Linked of the A45 Queen Eleanor Junction Brackmills Junction and Lumbertubs Junction Contribution to the County Council; and

3.1.3 prior to the Occupation of the 751st Dwelling the Owner shall pay the remaining balance of £308,367.75 Index Linked of the A45 Queen Eleanor Junction Brackmills Junction and Lumbertubs Junction Contribution to the County Council.

4 POLICE COMMUNITY SUPPORT OFFICERS CONTRIBUTION

4.1 Not to Occupy more than 150 of the Dwellings until £100,891.00 Index Linked of the Police Community Support Officers Contribution has been paid to the County Council.

4.2 Not to Occupy more than 250 of the Dwellings until the balance of £100,891.00 Index Linked of the Police Community Support Officers Contribution has been paid to the County Council.

5 PRIMARY SCHOOL

5.1 Not to Commence Development until a plan showing the location and boundaries of the Primary School Site to be reserved has been approved by the County Council.

5.2 Prior to the date of approval of the first Reserved Matters Application to obtain the approval in writing from the County Council of the Education Site Utility Plan.

5.3 To reserve the Primary School Site for a period of one year from the date the first Reserved Matters Application is approved.

5.4 Subject to receipt of written notification from the County Council in accordance with paragraph 2.1.2 (b) of the Fourth Schedule to either:-
5.4.1 to pay £517,500.00 Index Linked of the Primary School Contribution to the County Council; and

5.4.2 to provide to the boundary of the Primary School Site at points agreed by the County Council with rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water) to the Primary School Site until such time as the Primary School Site is transferred to the County pursuant to paragraph 2.2.1 of the Fourth Schedule; and

5.4.3 transfer the Primary School Site to the County Council in accordance with the School Site Transfer Terms; and

5.4.4 upon Occupation of:-

(a) 100 Dwellings pay a further £2,070,000.00 Index Linked of the Primary School Contribution to the County Council; and

(b) 250 Dwellings to pay the remaining balance of £2,587,500.00 Index Linked of the Primary School Contribution to the County Council and offer to transfer the fully serviced Primary School Site to the County Council on the School Site Transfer Terms;

OR:-

5.4.5 if the County Council has agreed in writing to the Owner constructing the Primary School there shall be no further Occupation of Dwellings within the Development until the Owner has submitted to and received approval in writing from the County Council of a Primary School Specification including a timetable for implementation of the delivery of the Primary School by the Owner; and

5.4.6 in the event that the County Council agrees to the Owner constructing the Primary School for the purposes of paragraph 5.4.5 of this Schedule the Owner shall not Occupy more than 300 Dwellings until the Owner has constructed the Primary School in accordance with the approved Primary School Specification to the written satisfaction of the County Council and the Owner further covenants with the County Council to carry out the construction of the Primary School in accordance with the approved Primary School Specification and timetable.
5.4.7 The Owner shall offer to transfer the Primary School Site with the fully constructed
Primary School to the County Council on the School Site Transfer Terms.

6 PUBLIC TRANSPORT SERVICE AND INFRASTRUCTURE

Public Transport Infrastructure

6.1 Not to Occupy any of the Dwellings until the Public Transport Infrastructure Maintenance
Contribution has been paid to the County Council.

Bus Service Improvement

6.2 Not to Occupy any of the Dwellings until there has been submitted to and the County Council
has approved in consultation with the Bus Operator a Service Level Agreement to include
details of the following:-

6.2.1 measures to secure by the Occupation of the 50th Dwelling an upgrade of existing
Stagecoach Service 7 at The Warren (or its effective successor/equivalent at
Commencement) to the premium service specification set out at paragraph 6.2.6
below (such as a ‘Stagecoach Gold’ branding) with capital contribution of no more
than 30% of the total capital value of new vehicles to this specification, in view of
the commercial nature of the existing service;

6.2.2 measures to secure by the Occupation of the 200th Dwelling an increase of service
frequency to every 20 minutes EITHER via The Warren or Landimore Road
PROVIDED THAT in the event that a 30 minute frequency service has been already
otherwise provided via Landimore Road this increase in frequency is not required if
a 30 minute frequency service remains provided on The Warren;

6.2.3 notwithstanding the proviso at paragraph 6.2.2 a 30 minute service shall remain
provided on The Warren continuously for the duration of the construction of the
Development until one year following the Occupation of the final Dwelling to
Northampton Town Centre via current service route 7;

6.2.4 measures to secure by the Occupation of the 350th Dwelling an increase of service
frequency on Landimore Road to every 20 minutes 0700h-1900h Monday-Saturday,
irrespective of whether a 30 minute service remains provided on The Warren;

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For the Development as a whole

6.2.5 measures to secure by the Occupation of the 400th Dwelling provision of a 20 minute service Monday-Saturday 0700h-1900h serving both pairs of bus stops on Landimore Road, serving the town centre via Brackmills Bus Station Pavillion Drive and Northampton General Hospital;

6.2.6 an improved bus service/s shall be procured directly by the Owner with a suitable licensed operator with PCV vehicles no smaller than 30 passenger seats. Vehicles shall be specified with high-backed seats (e.g. Lazzerini Practico HB or Transito), free mobile wi-fi (Lcomera or similar), and appropriate route specific branding, in view of the positive impact on wider modal shift and the demography of the immediate locality, to help achieve the mode shift required

PROVIDED THAT it is agreed that the Owner's maximum liability in connection to securing the Bus Service shall be limited to and in any event shall not exceed £1,015,150.00 (one million and fifteen thousand one hundred and fifty pounds CPT Cost Index Linked AND

FURTHER PROVIDED THAT if a Service Level Agreement cannot be agreed by the Owner with the service operator by the Occupation of the of the 1st Dwelling and the Owner demonstrates to the County Council that it has used Reasonable Endeavours to enter such agreement the Owner shall pay to the County Council the Bus Service Contribution in six instalments as follows:-

6.2.7 the first instalment of up to £169,192.00 prior to the Occupation of the 10th Dwelling and not to Occupy the 10th Dwelling until such sum has been paid;

6.2.8 the second instalment of up to £169,191.60 on the first anniversary of the payment of the instalment paid pursuant to paragraph 6.2.7 of this Schedule;

6.2.9 the third instalment of up to £169,191.60 on the second anniversary of the payment of the instalment paid pursuant to paragraph 6.2.7 of this Schedule;

6.2.10 the fourth instalment of up to £169,191.60 on the third anniversary of the payment of the instalment paid pursuant to paragraph 6.2.7 of this Schedule;

6.2.11 the fifth instalment of up to £169,191.60 on the fourth anniversary of the payment of the instalment paid pursuant to paragraph 6.2.7 of this Schedule; and
6.2.12 the sixth instalment of up to £169,191.60 on the fifth anniversary of the payment of the instalment paid pursuant to paragraph 6.2.7 of this Schedule;

and the County Council agrees with the Owner that in the event that the Bus Service Contribution is paid to the County Council it shall apply the Bus Service Contribution towards procuring the bus service referred to in this paragraph 6.2 or similar alternative bus service provision for the Development.

6.3 Upon approval of the Service Level Agreement in accordance with paragraph 6.2 of this Schedule to implement and procure the provision of the bus service in accordance with the approved Service Level Agreement (subject to any variations that may be agreed in writing between the Owner and the County Council in consultation with the Bus Operator from time to time).

6.4 To pay the London Road Bus Priority Contribution to the County Council in four equal instalments as follows:-

6.4.1 the first instalment prior to the Occupation of the 1st Dwelling;

6.4.2 the second instalment on the first anniversary of the payment of the instalment paid pursuant to paragraph 6.4.1;

6.4.3 the third instalment on the second anniversary of the payment of the instalment paid pursuant to paragraph 6.4.1; and

6.4.4 the fourth instalment on the third anniversary of the payment of the instalment paid pursuant to paragraph 6.4.1

6.5 Not to Occupy more than 1 Dwelling until the first instalment of the London Road Bus Priority Contribution has been paid to the County Council in accordance with paragraph 6.4.1 of this Schedule.

7 SECONDARY SCHOOL CONTRIBUTION

7.1 Not to submit a Reserved Matters Application in relation to any RMA Phase unless and until an Accommodation Schedule approved by the Borough Council for the relevant RMA Phase has been submitted to the County Council.

7.2 The Owner shall pay to the County Council the Secondary School Contribution as follows:
7.2.1 Not to Occupy more than 50% of the Dwellings to be constructed on that RMA Phase in accordance with a Reserved Matters Approval until the Secondary School Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the County Council.

8 TRAFFIC REGULATION ORDER

8.1 Not to Commence Development until the Traffic Regulation Order(s) Contribution has been paid to the County Council.

9 TRAVEL PLAN

9.1 Not to Commence Development of a RMA Phase until it has submitted the Travel Plan for that RMA Phase to the County Council for approval.

9.2 To use Reasonable Endeavours to implement and thereafter Comply with the terms of the Travel Plan prior to Occupation of the first Dwelling and / or the first Unit as the case may be in relation to that particular RMA Phase in respect of those parts of the Travel Plan that are capable of being implemented prior to such Occupation and at all times during the period when the Dwellings or the Units are Occupied in respect of the remainder of the Travel Plan PROVIDED THAT any failure on the part of the Owner to Comply with this provision which is due to acts, events or other circumstances beyond the reasonable control of the Owner shall not constitute a breach of this Agreement.

9.3 Prior to the Travel Plan Commencement Date the Owner shall appoint a nominated Travel Plan Co-ordinator(s) in accordance with the provisions of the Travel Plan and notify the details of the Travel Plan Co-ordinator(s) to the County Council prior to the Travel Plan Commencement Date.

9.4 The Owner shall review the Travel Plan on the first anniversary of the Travel Plan Commencement Date and on each subsequent anniversary of the Travel Plan Commencement Date for a period of five years following Occupation of the Final Dwelling or the Final Unit as the case may be and such additional period as may reasonably be required by the County Council and shall submit the results of such review to the County Council.

9.5 Following discussions with the County Council, the Owner shall have regard to any reasonable recommendations made by the County Council in relation to each annual review and incorporate, where reasonable, such recommendations. The Owner may not vary the Travel Plan without the prior approval of the County Council.
THIRD SCHEDULE
BOROUGH COUNCIL'S COVENANTS WITH THE OWNER

The Borough Council hereby covenants with the Owner as follows:-

1 CONTRIBUTIONS

1.1 To apply the Contributions paid to the Borough Council for the purposes for which the Contributions are paid to the Borough Council, as specified in this Agreement, and not use or apply the Contributions for any other purposes.

1.2 To hold each Contribution paid to the Borough Council in an Interest Bearing Account pending use.

1.3 From time to time upon receipt of reasonable request from the Owner provide the Owner with a breakdown of expenditure from the Contributions paid to the Borough Council until such time as they have been Committed and / or expended.

1.4 In the event that any, all or any part of the Contributions (other than any payments towards maintenance) paid to the Borough Council (including any interest earned) have not been Committed or expended for the purposes set out in this Agreement on the day 10 years after the day on which the relevant payment was received (and where the relevant Contribution was paid in instalments the relevant date shall be 10 years after the date of the last instalment of that Contribution), the Borough Council shall repay the unspent portion to the party that made the relevant Contribution (or to that party's nominee) to the Borough Council together with any interest accrued from the date of payment to the date of repayment.

1.5 Upon written request from the Owner at any time after the obligation(s) pursuant to this Agreement has been fulfilled and upon being supplied by the Owner with appropriate evidence thereof to release the Owner from that obligation within 20 Working Days after the date on which it receives the request.

1.6 In the event that the Community Facility Land is transferred to the Borough Council pursuant to paragraph 12.1.2 or the second proviso to paragraph 12.1 of the First Schedule the Borough Council agrees that such transfer will contain a covenant that the Community Facility Land shall not be used other than for the purpose of community uses and that the Borough Council will retain the Community Facility Land as grassed land until such time that any Community Facility is to be provided.
FOURTH SCHEDULE
COUNTY COUNCIL'S COVENANTS WITH THE OWNER

The County Council hereby covenants with the Owner as follows:-

1 CONTRIBUTIONS

1.1 To apply the Contributions paid to the County Council for the purposes for which the Contributions are paid to the County Council as specified in this Agreement and not use or apply the Contributions for any other purposes.

1.2 To hold each Contribution paid to the County Council in an Interest Bearing Account pending use.

1.3 From time to time upon receipt of reasonable request from the Owner provide the Owner with a breakdown of expenditure from the Contributions paid to the County Council until such time as they have been Committed and / or expended.

1.4 In the event that any, all or any part of the Contributions (other than any payments towards maintenance) paid to the County Council (including any interest earned) have not been Committed or expended for the purposes set out in this Agreement on the day 10 years after the day on which the relevant payment was received (and where the relevant Contribution was paid in instalments the relevant date shall be 10 years after the date of each instalment), the County Council shall repay the unspent portion to the party that made the relevant Contribution (or to that party's nominee) to the County Council together with any interest accrued from the date of payment to the date of repayment.

1.5 Upon written request from the Owner at any time after the obligation(s) pursuant to this Agreement has been fulfilled and upon being supplied by the Owner with appropriate evidence thereof to release the Owner from that obligation within 20 Working Days after the date on which it receives the request.

2 PRIMARY SCHOOL SITE

2.1 The County Council covenants with the Owner as follows:-

2.1.1 to provide a specification for the purposes of informing the Education Site Utilities Plan to the Owner as soon as reasonably practicable following receipt of written request from the Owner;
2.1.2 to provide written notification to the Owner within one year of the grant of first Reserved Matters Approval whether:-

(a) the Owner is to be responsible for constructing the Primary School; or

(b) the County Council will be responsible for constructing the Primary School;

2.1.3 within one month of the Primary School being open use reasonable endeavours to institute a management regime to ensure a dual use operation and full community use of the playing fields and any indoor sports facilities in the event that the Indoor Sports and Leisure Facilities Contribution is used to enhance the facilities provided at the Primary School including use outside of normal school hours in perpetuity subject to any use requirements by the Primary School outside normal school hours and these facilities shall only be made available for use at no more than a comparable local market rate.
## FIFTH SCHEDULE
### FRAMEWORK OPEN SPACE SPECIFICATION

<table>
<thead>
<tr>
<th>No.</th>
<th>Open Space Type</th>
<th>Indicative Maximum Quantity</th>
<th>Characterised by:</th>
<th>Open Space, Sport &amp; Recreational Needs Assessment &amp; Audit Typologies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Parks &amp; Gardens</td>
<td>2.93 ha</td>
<td>Formal provision for Amenity Open Space, Play for Young Children, Play for Young People with consideration of location within development and cost effective future management and maintenance</td>
<td>See Improvement Policies* SP1, SP2 &amp; SP3</td>
</tr>
<tr>
<td>2</td>
<td>Natural &amp; Semi-Natural Open Space</td>
<td>1.24 ha</td>
<td>Priority distribution around perimeter and through core of development with integrated SUDs features, biodiversity improvements and habitat connectivity and sustainable access linkages with consideration of location within development and cost effective future management and maintenance</td>
<td>See Improvement Policies* NSN2, NSN3 &amp; NSN4 SP1, SP2 &amp; SP3</td>
</tr>
<tr>
<td>3</td>
<td>Amenity Open Space</td>
<td>To be provided within 4.17 ha available under 1 &amp; 2 above</td>
<td>Combination of formal and informal space providing Amenity Open Space equally and appropriately distributed across the development with consideration of accessibility standard requirements. To include Play for Young Children, Play for Young People, Outdoor Sport Provision, SUDs, Green Infrastructure and sustainable access linkages</td>
<td>See Improvement Policy* AGS3 SP1, SP2 &amp; SP3</td>
</tr>
<tr>
<td>4</td>
<td>Play for Young Children</td>
<td>To be provided within 1 &amp; 3 above</td>
<td>Minimum Overall Provision of 0.096 ha Equally and appropriately</td>
<td>See Improvement Policies* CYP1, CYP3 &amp; CYP4</td>
</tr>
<tr>
<td></td>
<td>Play for Young People</td>
<td>Accommodated within 1, 2 &amp; 3 above</td>
<td>Minimum Overall Provision of 0.072 ha Equally and appropriately distributed across the development with consideration of accessibility standard requirements.</td>
<td>See Improvement Policies* CYP1, CYP3 &amp; CYP4</td>
</tr>
<tr>
<td>---</td>
<td>----------------------</td>
<td>------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>6</td>
<td>Outdoor Sport Provision</td>
<td>To be provided within Amenity Open Space &amp; potential provision within school site subject to reserved matters</td>
<td>Minimum Provision MUGA Youth Pitches (in accordance with industry standard guidance and with regard to their location on site)</td>
<td>See Improvement Policies* OSF1 &amp; OSF2</td>
</tr>
<tr>
<td>7</td>
<td>Allotments</td>
<td>1.31ha proposed</td>
<td>Minimum Overall Provision of 1.31ha allotments in two locations to serve the respective development Sites east and west of Landimore Road for use by the new and existing local community.</td>
<td>See Improvement Policies* ALL1 &amp; ALL2</td>
</tr>
<tr>
<td>8</td>
<td>Green Corridors</td>
<td>4.50ha</td>
<td>Integrated SUDs features, biodiversity improvements and habitat connectivity, access linkages and occasional natural play areas.</td>
<td>Green Corridors are not defined in the NBC Parks &amp; Open Space Strategy 2009, but the function of these spaces is described partially under Improvement Policies* G11 &amp; G12. SP1, SP2 &amp; SP3 also apply</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>9.98 ha</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Parks And Open Spaces Strategy For Northampton November 2009
SIXTH SCHEDULE

VIABILITY REASSESSMENT

1 VIABILITY REASSESSMENT

1.1 The Viability Appraisal shall provide the baseline position for any subsequent Viability Reassessments undertaken in accordance with the following paragraphs.

1.2 Viability Reassessments shall be submitted by the Owner to the Borough Council for approval in writing in the following circumstances:-

1.2.1 the first Viability Reassessment shall be submitted to the Borough Council not before Occupation of the 350th Dwelling but not later than Occupation of the 500th Dwelling (the "First Viability Reassessment") and the First Viability Reassessment shall inform the Adjusted Provision for Viability Phase 2;

1.2.2 the second Viability Reassessment shall be submitted to the Borough Council not before the Occupation of the 700th Dwelling but not later than the Occupation of the 800th Dwelling or the Final Dwelling if earlier (the "Second Viability Reassessment") and the Second Viability Reassessment shall inform the Adjusted Provision Payment; and

1.2.3 in the event that:-

(a) more than 24 months have elapsed since the date of an approved First Viability Reassessment or Second Viability Reassessment; and

(b) the Viability Phase to which such Adjusted Provision pursuant to such Viability Reassessment relates has not Commenced, or

(C) the 800th Dwelling has not been Occupied, or

(D) a Reserved Matters Application in relation to Viability Phase 2 includes more Dwellings than were previously envisaged to come forward and this was not taken into account in the Adjusted Provision or Adjusted Provision Payment

then the Borough Council may require the First Viability Reassessment or Second Viability Reassessment (as applicable) to be refreshed and submitted to the Borough Council for approval in writing and in such circumstances any Framework
Affordable Housing Scheme and / or RMA Phase Affordable Housing Scheme that has previously been approved (as applicable) shall be amended (if necessary) to reflect the outcome of the refreshed First Viability Reassessment or Second Viability Reassessment (as applicable) or any further Adjusted Provision Payment shall become payable.

1.2.4 Any Adjusted Provision must be taken into account in the Reserved Matters Applications for all or any part of Viability Phase 2.

1.2.5 The Owner is to pay any Adjusted Provision Payment prior to the Occupation of more than 850 Dwellings and in the case that the Second Viability Reassessment is refreshed in accordance with paragraph 1.2.3 above upon the result of that refreshed Viability Reassessment being agreed.

1.2.6 The Owner shall not submit a Reserved Matters Application for any part of Viability Phase 2 as detailed in the Phasing Plan until the First Viability Reassessment has been approved by the Borough Council (such approval not to be unreasonably withheld or delayed) and the Adjusted Provision has been agreed by the Borough Council.

1.2.7 The Owner shall not Occupy more than 850 Dwellings or the Final Dwelling if earlier until the Adjusted Provision Payment has been agreed and paid to the Borough Council.

2 VIABILITY REASSESSMENT - GENERAL PROVISIONS

2.1 In carrying out a Viability Reassessment the following provisions shall apply:-

2.1.1 the First Viability Reassessment shall be used to determine the number of Affordable Housing Units to be provided in Viability Phase 2 by calculating the level of Adjusted Provision based upon any Council’s Surplus arising from Viability Phase 1 in accordance with paragraph 3 below;

2.1.2 the Second Viability Reassessment shall be used to determine the Adjusted Provision Payment based upon any Council’s Surplus in accordance with paragraph 3 of this Schedule;

2.1.3 all costs and expenditure under Viability Reassessments shall:-
(a) be reasonably and properly incurred and shall relate to the Development; and

(b) involve no duplication of costs and expenditure as at the date of this Agreement;

2.1.4 the Owner shall pay the reasonable costs incurred by the Borough Council in respect of all Viability Reassessments, including the reasonable costs of the Specialist and any reasonable legal costs.

3 VIABILITY REASSESSMENT – METHODOLOGY

3.1 The following provisions shall apply in relation to any Viability Reassessment required under this Agreement:-

3.1.1 the following formula shall be used to determine the Surplus (if any) as part of any Viability Reassessment to be undertaken under this Agreement:

\[
(A \times 0.963) - ((\text{Average Square Footage per Completed Dwelling} \times B \times C) + \text{s106 Agreement Costs per Dwelling} + \text{Infrastructure Costs per Dwelling} + \text{Other Costs per Dwelling} + \text{Viability Fixed Costs per Dwelling}) = \text{Profit}
\]

\[
\text{£Profit less (Priority Percentage x A)} = \text{Total Surplus per Dwelling}
\]

Actual Surplus per Viability Phase = Total Surplus per Dwelling x number of Dwellings in the Viability Phase.

Council’s Surplus = Actual Surplus per Viability Phase x 50%.

where:

A = the Revenue divided by the total number of Completed Dwellings, to provide the average Revenue per Dwelling

In the formula A is then reduced by 3.7% (to reflect marketing costs)

B = BCIS Cost per square foot using the index current at the date of the Viability Reassessment.

C = 1.145 (this figure represents professional fees plus interest).
Section 106 Agreement Costs for the purposes of the First Viability Reassessment = the contribution of £21,500.00 per Dwelling increased by reference to the Index or if lower the actual Section 106 Agreement Costs per Dwelling; and

Section 106 Agreement Costs for the purposes of the Second Viability Reassessment = the actual contributions paid or to be paid for the whole of the Development divided by the total number of Completed Dwellings.

Infrastructure Costs (including s.278 costs) for the purposes of the First Viability Reassessment = identified as £14,000 per Dwelling increased by reference to the Index or if lower the actual Infrastructure Costs per Dwelling incurred for the whole of the Development

Infrastructure Costs (including s.278 costs) for the purposes of the Second Viability Reassessment = actual infrastructure costs incurred for the whole Development divided by the number of Completed Dwellings

Viability Fixed Costs per Dwelling= identified as £15,586.00 increased by reference to the Index

Priority Percentage = 20% of total Revenue

Provided That the Second Viability Reassessment shall include Receipts actual values and costs including Infrastructure Costs and Other Costs and Section 106 Agreement Costs for the whole Development including such costs identified from Viability Phase 1 when calculating the Surplus

A Worked Example demonstrating how this formula may be applied is provided at the Seventh Schedule to be used as an example only. In the event of any inconsistency between the Worked Example and the formula contained in this Schedule the wording in this Schedule should prevail.

3.1.2 The Actual Surplus per Viability Phase shall be divided equally between the Owner and the Borough Council to calculate the Borough Council's share for that Viability Phase ("Council's Surplus").

3.1.3 The level of the Council's Surplus shall be used by the Borough Council to determine the level of the Adjusted Provision from Viability Phase 1 to be provided on Viability Phase 2 to be calculated as follows:
Council's Surplus + Z = total number of additional Affordable Housing Units to be provided.

Average sale price per Market Dwelling less the average price received from the Registered Provider(s) per Affordable Housing Units = Z.

**PROVIDED THAT:** The number of Affordable Housing Units on a Viability Phase shall not exceed the Maximum Provision and shall not be less than the Minimum Provision.
SEVENTH SCHEDULE
VIABILITY WORKED EXAMPLE
Hardingstone - Viability Review - Worked Example - Calculation of Council’s Surplus

2 Calculations undertaken, the first at 50% dwelling completion, the second at the end of the project.

The First Viability Reassessment calculation is of Phase 1 only and is based on actual costs but where the 5.106 costs are capped at £21.5k per plot and infrastructure is capped at £42k per plot. The Second Viability Reassessment calculation is of the whole scheme on an actual costs basis. Actual costs for Phase 1 will have been provided by the developer for Phase 2.

(A x 0.563) + (5.106 Agreement costs x B x C) + 5.106 Agreement costs per Dwelling + Infrastructure Costs per Dwelling + Other Costs per Dwelling + £5,586) = EPF per Dwelling

<table>
<thead>
<tr>
<th>First Viability Reassessment Assumptions</th>
<th>Second Viability Reassessment Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 Actual Costs</td>
<td>Whole scheme actual costs</td>
</tr>
<tr>
<td>Actual 5.106 costs capped at £21.5k per plot</td>
<td>Actual 5.106 costs for whole scheme</td>
</tr>
<tr>
<td>Actual Infrastructure costs capped at £42k per plot</td>
<td>Actual Infrastructure costs for whole scheme</td>
</tr>
<tr>
<td>Most commercial delivered first phase</td>
<td>Remaining commercial delivered second phase</td>
</tr>
</tbody>
</table>

Calculation of A = Revenue

Market revenue = £104,000,000
Affordable revenue = £33,000,000
Commercial revenue = £118,700,000

A = £273,700,000

A x 0.563 = £273,700,000 x 0.563 = £155,896

Average square footage per Dwelling = 1,050
B = 501 current build cost per sqm
C = Allowance for fees and finance @ 16.5%
D = 1,050 x 1.165 = 1,223.25

Total square footage = 501 x 1,223.25 = 611,630

Phase 1 5.106 Agreement costs*: + 21,800
Phase 1 infrastructure costs (no £278)**: + 34,000
Phase 2 actual infrastructure costs (no £278): + 4,476
Other costs: + 18,506

Total Faced Costs per Dwelling = £183,905

EPF = 48,459

Priority percentage x A = 20% x £273,700,000 = £54,740

EPF less (Priority Percentage x A) = £48,259

No. of Dwellings = 500
Actual surplus = No. of Dwellings x Total surplus per Dwelling = 270,100
Council’s surplus = 50% Actual surplus = 135,050

Adjusted Provision

Average market dwelling receipt = 275,000
Average affordable housing receipt = £165,000
Council’s surplus divided by 2 = Additional Affordable Housing Units

* Actual 5.106 costs are £21.5k per plot but cap of £21.5k per plot used
** Actual Infrastructure costs are £42k per plot but cap of £42k per plot used
EIGHTH SCHEDULE
FRAMEWORK TRAVEL PLAN
HARDINGSTONE SUE - FRAMEWORK
TRAVEL PLAN

Homes and Communities Agency

3511417C-PTE
Hardingstone SUE - Framework
Travel Plan

3511417C-PTE

Prepared for
Homes and Communities Agency
406-412 Midsummer Boulevard
Milton Keynes
MK9 2EA

Prepared by
Parsons Brinckerhoff
The Forum
Barnfield Road
Exeter
EX1 1QR

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<thead>
<tr>
<th>CONTENTS</th>
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<td>10</td>
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<td>3 Travel Plan needs</td>
<td>13</td>
</tr>
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<td>4 Travel survey</td>
<td>16</td>
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<td>5 Objectives</td>
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<td>6 Targets</td>
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<td>20</td>
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<td>8 Measures</td>
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<td>9 Marketing strategy</td>
<td>24</td>
</tr>
<tr>
<td>10 Monitoring &amp; Review</td>
<td>26</td>
</tr>
<tr>
<td>11 Action Plan</td>
<td>27</td>
</tr>
</tbody>
</table>
INTRODUCTION

1.1.1 The HCA is proposing to develop land to the south east of Hardingstone, south of Brackmills Industrial Estate and to the north of Newport Pagnell Road. The site is located in Wootton, near Northampton, Northamptonshire. The site is immediately north east of Wootton and south east of Hardingstone.

1.1.2 The proposals comprise the development of up to 1000 residential units. In addition, the development will include the following:

- Local centre,
- Land for a medical centre,
- Land for a community centre,
- Public open space.

1.1.3 To the west of Landimore Road mixed use is proposed the Local Centre, which would provide a focal point for the development. The majority of the remainder of the development is made up of residential plots located either side of Landimore Road.

1.1.4 Table 1.1 summarises the proposed schedule of accommodation to the east and west of Landimore Road.

<table>
<thead>
<tr>
<th>Land West of Landimore Rd.</th>
<th>Land East of Landimore Rd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenure</td>
<td>Total No.</td>
</tr>
<tr>
<td>Residential</td>
<td>500</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Other non residential uses</td>
<td></td>
</tr>
<tr>
<td>Use Type</td>
<td>Floor Area m²</td>
</tr>
<tr>
<td>Medical Centre</td>
<td>300</td>
</tr>
<tr>
<td>Pharmacy</td>
<td>150</td>
</tr>
<tr>
<td>Community Centre</td>
<td>300</td>
</tr>
<tr>
<td>Food Retail</td>
<td>500</td>
</tr>
<tr>
<td>Primary School</td>
<td>1500</td>
</tr>
<tr>
<td>Other support retail/</td>
<td>820</td>
</tr>
<tr>
<td>Services</td>
<td></td>
</tr>
</tbody>
</table>

Table 1.1: Schedule of Proposed Development

1.2 Background

1.2.1 This Framework Travel Plan sets out the overarching strategy for travel to and from the development. It defines the key objectives for the plan and contains interim modal share targets for travel to the development by all modes of transport.

1.2.2 Travel Plans are an important part of Government planning policy and paragraph 89 of Planning Policy Guidance Note 13 (PPG13) of 2001 states that Travel Plans should be prepared for all developments that have significant transport impacts.
1.2.3 Wootton SUE will be a trip generator, and this Residential Travel Plan will help ensure that appropriate measures and contributions are put in place to help mitigate this impact on the local highway network.

1.2.4 This Travel Plan considers the following documents where appropriate:

i. Delivering Travel Plans through the Planning Process, published by the Department of Transport (DfT);

ii. Making Residential Travel Plans Work: - Good Practice Guidelines, published by the DfT;

iii. National Planning Policy Framework (March 2012);

iv. Using the Planning Process to Secure Travel Plans, published by the DfT.

1.2.5 In preparing this Travel Plan, reference has been made to the Northamptonshire County Council’s document “Residential Travel Plan Template” of November 2011. This document will detail initiatives to encourage the use of sustainable travel modes to reduce reliance on the private motor vehicle. The Travel Plan will also set out targets for travel by sustainable modes together with the methods by which the success of the measures will be monitored. Whilst the Travel Plan provides the necessary guidelines, its success will largely depend upon the cooperation and enthusiasm of the travel plan co-ordinator, the local authorities, the residents located within the development and other stakeholders. The monitoring information will be used in an annual review of the Residential Travel Plan.

1.2.6 The level of residential car and cycle parking provided within the Wootton SUE will be based on the NCC Parking Standards outlined in the Northants Parking and Movement guide, whilst the employment/mixed use parking provision will be based on parking standards contained within the Supplementary Planning Guidance - Parking (March 2003). The SPG provides a guide to the standards for parking provision considered appropriate for new built development.

1.3 Purpose of the Travel Plan

1.3.1 The primary aim of this Framework Travel Plan is to define the Travel Plan process. It sets out:

i. the scope and objectives of the Travel Plan;

ii. measures and initiatives which will assist in promoting accessibility by non-car modes which are incorporated into the development by design;

iii. the preliminary overall target for the development as a whole and individual targets for the residential, school and non-residential uses;

iv. the role and requirement for the Travel Plan Co-ordinator; and

v. the requirements for monitoring and reviewing targets through dissemination of information including surveys of staff and residents travel habits.

1.3.2 Travel Plans are a dynamic process that evolves over time in accordance with the changing circumstances of an organisation and its environment. As such, it is not a one-off process to be undertaken and completed; rather it is the start of a managed approach, which takes responsibility for travel and its impacts.

1.3.3 A reduction in single car occupancy is expected to be achieved with the introduction of 'hard measures' such as bus facilities and pedestrian / cyclist infrastructure, both
on and off-site in combination with 'soft measures', such as the provision of cycle vouchers and bus taster tickets.

1.3.4 The Travel Plan will evolve over the life of the development, and this document provides a framework for this to take place.
PARSONS
BRINCKERHOFF

2
ACCESSIBILITY

2.1
Existing Road Access to the Site

2.1.1
The site is well serviced by the B562 Newport Pagnell Road along with other local roads including Landimore Road, Wooldale Road, and The Warren. The roads in the location of the site have generally been designed to a good standard with 7.3m wide carriageways noted along with wide footways and street lighting in most instances. Lesser standards are noted on the roads leading to Quinton (Quinton Road) and Houghton Hill.

2.1.2
Newport Pagnell Road is a single carriageway 40mph road in the vicinity of the site, with footpaths and grass verges on either side of the road. As Newport Pagnell Road passes The Green to the east it becomes a National Speed Limit road. There is a designated kerb dropped crossing point east of Pagnell Court.

2.1.3
Landimore Road is a single carriageway 40mph road, with shared foot/cycle path on the eastern side of the road. There is an existing designated foot/cycle crossing approximately 300m north of the Landimore Road/Newport Pagnell Road roundabout. There is a further designated crossing point approximately 100m south of the Landimore Road/Gowerton Road roundabout.

2.1.4
The Green, to the east of the site, is a single track rural road, with passby points at places along its duration. The Warren, to the west of the site, is a single carriageway 30mph residential road, with a footpath on either side of the road.

2.1.5
The network provides access to various locations and areas including A45 and M1 to the east and south, Brackmills Industrial Estate to the north and Milton Keynes to the east. The site lies approximately 1.5 miles north west of the A45, a dual carriageway road with a national speed limit and can be accessed from the Queen Eleanor Roundabout via the B562 Newport Pagnell Road, Gowerton/Caswell Road or from Wooldale Road. The Highways Agency is the highway authority of this road which is part of the Strategic Road Network.

2.1.6
Gowerton Road is a single carriageway road, with traffic calming road bumps and double yellow lines along its duration. It also has a shared foot/cycle path on the eastern side of the road. Caswell Road is a dual carriageway road with double yellow lines along its duration and a shared foot/cycle path on the eastern side of the road. Wooldale Road is a single carriageway 30mph road.

2.1.7
The site is also approximately 2.5 miles from the M1, a motorway with a national speed limit. The M1 is located to the south along the A45 and is accessible from Junction 15. The M1 continues to north to Coventry and Leicester and south to Milton Keynes and Luton.

2.2
Existing Pedestrian and Cyclist Facilities

2.2.1
At present there are good pedestrian and cyclist linkages into Woolton, Hardingsstone and the employment area of Brackmills. Access to these areas is possible along existing and off road routes, with some of the existing routes being combined footway/cycleways.

2.2.2
An off-road traffic free cycleway also exists along Landimore Road extending north from the Newport Pagnell Road/Wooldale Road roundabout into the Brackmills
employment area. It is considered this is a key link to provide cycle access from the site into Brackmills.

2.2.3

Existing cycle links are located close to the site area with National Cycle Network Route 6 providing a link between Oxford and Derby. The ‘NORBITAL’ route runs to the north of the site and provides an 18 mile circular cycle route around Northampton connecting residential areas with employment and the main University campuses.

2.3

Existing Bus Services

2.3.1

Table 2.3 below provides a summary of all bus services that operate in relatively close proximity to the site area. The bus routes are shown on Figure 1 below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Day of Week</th>
<th>Hours of Operation</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 (The Warren)</td>
<td>Mon - Sat</td>
<td>0645-1919 (Half-hourly)</td>
<td>Northampton Town Centre</td>
</tr>
<tr>
<td></td>
<td>Sun</td>
<td>0943-1743 (Hourly)</td>
<td></td>
</tr>
<tr>
<td>14 (Newport Pagnell Road)</td>
<td>Mon-Sat</td>
<td>0732-1752 (Hourly)</td>
<td>Northampton Town Centre</td>
</tr>
</tbody>
</table>

Table 2.3: Bus Services Operating close to the site

Figure 2.1: Local Bus Map (June 2015)
2.3.2 Table 2.3 above shows that there is a reasonable level of public transport services operating within proximity of the site. The service number 7 operates on a half-hourly frequency and provides a link to Wootton from Northampton. The Northampton wards of Nene Valley, St Crispin and Castle are the most popular work location of the existing residential population.

2.3.3 The closest bus stops to the site are located on Newport Pagnell Road and The Warren providing access to the 14 and 7 services, respectively. There is a set of bus stops on Newport Pagnell Road, close to the Lady Hollows Drive access. These stops are approximately 200m from the Landimore Road/Newport Pagnell Road roundabout.

2.3.4 There is a set of bus stops at the bottom of The Warren, close to the Newport Pagnell roundabout. A further set of bus stops is located along The Warren, to the south of Windrush Road.

2.3.5 The distance of the existing bus stops to the dwellings contained in the proposed site is 400m for the vast majority of the development.
3 TRAVEL PLAN NEEDS

3.1 Purpose

3.1.1 A reduction in single car occupancy is expected to be achieved with the phased introduction of ‘hard measures’ such as new bus services and pedestrian / cyclist infrastructure, both on and off-site in combination with ‘soft measures’, such as the provision of cycle vouchers and bus taster tickets.

3.1.2 This section highlights and identifies elements of the potential travel needs of the future occupants of the residential site. As the Travel Plan is in relation to a new site this information is broadly speculative at this stage.

3.1.3 There is a good range of existing facilities and amenities located close to the site within Wootton and Hardingstone and these include:

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Distance</th>
<th>Suggested Highway Route from Wootton SUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doctors Surgery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wootton Medical Centre, 36-38 High Street, Northants NN46LW</td>
<td>1.93km</td>
<td>Along Newport Pagnell Road, turn left down Water Lane to the High Street.</td>
</tr>
<tr>
<td>Danes Camp Surgery, Rowtree Road, NN40NY</td>
<td>3.54km</td>
<td>Along Wooldale Road, cross the A45 and along Rowtree Road.</td>
</tr>
<tr>
<td>Penvale Park Medical Centre, Hardwick Road, NN40GP</td>
<td>3.21km</td>
<td>Along Newport Pagnell Road, cross the A45, along A5076 and turn left down Penvale Road</td>
</tr>
<tr>
<td>Dental Surgery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rowtree Dental Surgery, Rowtree Road, NN40NY</td>
<td>3.54km</td>
<td>Along Wooldale Road, cross the A45 and along Rowtree Road.</td>
</tr>
<tr>
<td>Pharmacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wootton Pharmacy 40 High Street NN46JR</td>
<td>2.09km</td>
<td>Along Newport Pagnell Road, turn left down Water Lane to the High Street.</td>
</tr>
<tr>
<td>Tudor Pharmacy, Tudor Court, Wootton Hope Drive, NN4 6FF</td>
<td>0.96km</td>
<td>Along Wooldale Road and down Wootton Hope Drive</td>
</tr>
<tr>
<td>Opticians</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wootton Opticians 9 Tudor Court, Wootton Hope Drive, NN4 6FF</td>
<td>0.96km</td>
<td>Along Wooldale Road and down Wootton Hope Drive</td>
</tr>
</tbody>
</table>
## Amenity | Distance | Suggested Highway Route from Wootton SUE
--- | --- | ---
Nursery |  |  
Busy Bees Nursery Wootton Fields Centre, Wootton Hope Drive, NN4 6DY | 0.96km | Along Wooldale Road and down Wootton Hope Drive  
Schools |  |  
Preston Hedge's Primary School, Wootton Hope Drive, NN4 6BU | 0.96km | Along Wooldale Road and down Wootton Hope Drive  
Northampton High School/Junior School/Nursery, Newport Pagnell Road, NN4 8UU | 1.7km | Along Newport Pagnell Road  
Hardingstone Primary School, Martins Lane, Hardingstone, NN4 6DJ | 2.25km | Along Newport Pagnell Road, turn into The Warren, turn left in Bouverie Road and onto Martins Lane  
Caroline Chisholm School, Wootton Fields, NN4 6TP | 1.13km | Along Wootton Road  
Public House |  |  
The Sun Inn 9 High Street, Hardingstone, NN4 7BT | 0.8km | Along The Warren, The Green and turn left onto the High Street  
The Crown Inn High Street, Hardingstone, NN4 6BZ | 1.13km | Along The Warren, The Green and turn left onto the High Street  
Queen Eleanor, Newport Pagnell Rd, Wootton, NN4 7JJ | 0.8km | Along Newport Pagnell Road  
Shops |  |  
The Co-op - Wootton Fields Centre/Wootton Hope Drive, Northampton NN4 6DY | 0.64km | Along Wootton Road and down Wootton Hope Drive.  
Leisure Facilities |  |  
Wootton Community & Sports Centre Curtlee Hill, Wootton, NN4 6ED | 0.96km | Along Wootton Road and down Wootton Hope Drive
<table>
<thead>
<tr>
<th>Amenity</th>
<th>Distance</th>
<th>Suggested Highway Route from Wootton SUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience Dance and Fitness</td>
<td>1.13km</td>
<td>Along Wooldale Road</td>
</tr>
<tr>
<td>Wooldale Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NN4 6TP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 3.1: Facilities and amenities close to the site

3.1.7 As well as the areas of Wootton and Hardingstone the employment area of Brackmills is located to the north of the site where various employment sources can be found. Also to the north is Bedford Road where various office and commercial uses are found.

3.1.8 It is anticipated that the above locations will form the key journeys to education, health facilities, leisure and shopping facilities.
4 TRAVEL SURVEY

4.1.1 A comprehensive survey of residents travel is fundamental for the completion of a Travel Plan. The information obtained will provide baseline data from which to work out modal shift and set objectives and targets for the Travel Plan.

4.1.2 As the site is a new development or unoccupied, the setting of specific baselines and modal shift targets will need initially need to be provisional.

4.2 Explain how the survey will be collected, including:

4.2.1 The following forms of monitoring will be used within the Travel Plan to enable the targets to be monitored:

- Questionnaire surveys and multi-modal surveys will be carried out for a cordon of the development comprising 250 dwellings (approximately) on a rotating basis (i.e. questionnaires at the end of year 1, 5 & 9, multi-modal surveys at the end of years 3, 7 & 10) for a ten year period;

- Awareness of the Travel Plan would be monitored through a question within the annual questionnaires.

4.3 How residents currently travel to key facilities

4.3.1 The survey data will show the number and percentage of people travelling by each mode. This data will show single occupancy car user numbers which will act as a major factor in target setting.

4.4 How residents would prefer to travel to key facilities

4.4.1 The survey will also show the number and percentage of people choosing each preferred travel mode for each key activity, e.g. work, health facilities, shopping facilities.

4.4.2 This data will give a clear idea of potential modal shift objectives and targets.

4.5 Recording the survey information

4.5.1 The data will be recorded as numbers and percentages so that year-on-year comparisons can be made when undertaking annual Travel Plan reviews.

4.5.2 Residents will be asked what would encourage them to travel more sustainably to reduce single occupancy car journeys, e.g. more frequent bus services, car club.

4.5.3 A written analysis of survey will be provided. It will establish the most popular alternative modes of travel that people would prefer to be using and what would be likely to encourage modal shift. It will also identify which sustainable modes of travel could be targeted and promoted in light of the survey findings.
OBJECTIVES

5.1.1 The overarching aim of this travel plan is to reduce the need to travel and encourage residents to form sustainable travel patterns by setting the following overall objectives:

- Reducing the need to travel (through the site's location in proximity to existing facilities and the provision of new local services and facilities);
- Providing a choice of modes (pedestrian, cycle, bus) for residents to minimise single occupancy car trips; and
- Raise awareness amongst residents of the existence of the Travel Plan.

5.1.2 The principal objectives of the Travel Plan are set out below:

- Involve the local community in the Travel Plan process; to improve awareness of transport issues and the impact of traffic on the local environment;
- To show a commitment to improving traffic conditions within the local area;
- To influence the level of private car journeys to and from the site in order to reduce air pollution and the consumption of fossil fuels;
- To reduce the number of single occupancy car trips to and from the site;
- To reduce the adverse effects on health associated with increased car use;
- To increase the proportion of journeys to and from the site by sustainable modes of transport such as walking, cycling and public transport;
- To promote walking and cycling as a health benefit;
- To reduce the perceived safety risk associated with the alternatives of walking and cycling;
- To promote greater participation in transport related projects throughout the site.
6 TARGETS

6.1.1 The targets set out in this section for a shift onto non-car modes will be agreed with Northamptonshire County Council. Targets will be reviewed annually by the Community Co-ordinator.

6.1.2 Targets will be used to assess the effectiveness of the initiatives implemented and to focus attention on what needs to be achieved.

6.1.3 To establish a target mode shift onto more sustainable modes of transport, journey to work data from the 2001 Census for the four wards in proximity of the site has been extracted. Table 6.1 shows an average car driver mode share of 74% for these wards, which represents the estimated unrestrained situation. A 12% reduction in this unrestrained car driver mode share equates to a mode shift of 9% (12% of 74% = 9%) to arrive at the target car driver mode share reduction.

<table>
<thead>
<tr>
<th>Mode of transport</th>
<th>Unrestrained Mode Share</th>
<th>Target Mode Shift</th>
<th>Target Mode Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car Driver</td>
<td>74%</td>
<td>-9%</td>
<td>65%</td>
</tr>
<tr>
<td>Car Passenger</td>
<td>7%</td>
<td>+5%</td>
<td>12%</td>
</tr>
<tr>
<td>Walking and Cycling</td>
<td>12%</td>
<td>+3%</td>
<td>15%</td>
</tr>
<tr>
<td>Bus</td>
<td>4%</td>
<td>+3%</td>
<td>7%</td>
</tr>
<tr>
<td>Train</td>
<td>2%</td>
<td></td>
<td>2%</td>
</tr>
<tr>
<td>Other</td>
<td>1%</td>
<td></td>
<td>1%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Table 6.1: Target Mode Shift

6.1.4 Through the FTP improvements to the local bus facilities and pedestrian/cycle links it is sought that a total 9% mode shift away from single occupancy car trips will be achieved.

6.1.5 The target for single occupancy car mode share is for a total reduction of 9% to reduce incrementally year on year. Annual targets for Wootton residential mode share from the end of the first year of occupation for a period of 10 years are shown in Table 6.2. The incremental reduction will be as a result of the provision of new infrastructure for travel by sustainable modes such as footways, cycleways and new bus stop facilities together with the measures set out within this Travel Plan.

6.1.6 The decreasing car mode share will result in less car trips being generated by the development, and could result in reduced queue lengths at junctions and improved journey times for both travel by car and bus. Reduced travel by car will also lead to less pollution (both air and noise) and safer roads, providing a more attractive environment for pedestrians and cyclists.

6.1.7 A further objective of the Residential Travel Plan is to increase the occupancy of cars by increasing car passenger mode share by 100% from a baseline of 5% to a target of 10% by the end of year 10. Car sharing will help reduce the overall car trip rate from the development.
<table>
<thead>
<tr>
<th>Mode</th>
<th>Baseline %</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car Driver</td>
<td>A</td>
<td>-1.0%</td>
<td>-2.0%</td>
<td>-3.0%</td>
<td>-4.0%</td>
<td>-5.0%</td>
</tr>
<tr>
<td>Car Passenger</td>
<td>B</td>
<td>+0.5%</td>
<td>+1.0%</td>
<td>+1.5%</td>
<td>+2.0%</td>
<td>+2.5%</td>
</tr>
<tr>
<td>Walking and Cycling</td>
<td>C</td>
<td>0.3%</td>
<td>0.6%</td>
<td>0.9%</td>
<td>1.2%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Bus</td>
<td>D</td>
<td>0.3%</td>
<td>0.6%</td>
<td>0.9%</td>
<td>1.2%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Mode</td>
<td>Year 6</td>
<td>Year 7</td>
<td>Year 8</td>
<td>Year 9</td>
<td>Year 10</td>
<td></td>
</tr>
<tr>
<td>Car Driver</td>
<td>-6.0%</td>
<td>-7.0%</td>
<td>-8.0%</td>
<td>-8.5%</td>
<td>-9.0%</td>
<td></td>
</tr>
<tr>
<td>Car Passenger</td>
<td>+3.0%</td>
<td>+3.5%</td>
<td>+4.0%</td>
<td>+4.5%</td>
<td>+5.0%</td>
<td></td>
</tr>
<tr>
<td>Walking and Cycling</td>
<td>1.8%</td>
<td>2.1%</td>
<td>2.4%</td>
<td>2.7%</td>
<td>3%</td>
<td></td>
</tr>
<tr>
<td>Bus</td>
<td>1.8%</td>
<td>2.1%</td>
<td>2.4%</td>
<td>2.7%</td>
<td>3%</td>
<td></td>
</tr>
</tbody>
</table>

Table 6.2: Annual targets

6.1.8

Therefore, headline targets for the Residential Travel Plan are:

- To ensure that residents are aware of the Travel Plan through the use of promotional material and other informative initiatives;

- To ensure that residents are aware of the fiscal incentives available to promote sustainable transport;

- To decrease the number of single occupancy car trips by 12% by the end of year 10 and replace them with trips by foot, bicycle, public transport and multiple car occupancy;
7 TRAVEL PLAN STRATEGY AND ACTION PLAN

7.1.1 For 10 years after the first employment unit is occupied, it is expected that the site owner will be responsible for providing and managing a Community Travel Co-ordinator who will oversee both the Residential Travel Plan from the proposed year of opening.

7.1.2 When implementing a Travel Plan a key role is that of the Community Co-ordinator.

7.1.3 The role of the Community Co-ordinator will be to act as the promoter of the Travel Plan measures for the residential development, be a contact point for and to work with stakeholders and to monitor the success of the Travel Plan measures.

7.1.4 In terms of the Residential Travel Plan strategy and action plan, the Community Coordinator will undertake the following functions:

- Consult with local community representatives;
- Set up a steering group involving representatives of the new community, the local planning and highway authorities and other relevant organisations as well as the developers;
- Be responsible for arranging an annual review meeting of the steering group;
- Arranging for periodic travel monitoring to be undertaken;
- Liaison with the local authorities;
- Undertake the personalised Travel Planning Service;
- Liaison with public transport operators;
- Consultation with local bike shops to negotiate discounts for residents;
- Preparation of a quarterly newsletter;
- Provide training for site representatives such as sales staff, management company representatives or community representatives;
- Promotion and dissemination of travel information;
- Prepare an annual monitoring report to track progress against targets set, identify any action needed for the following year and submit to Northamptonshire County Council and members of the steering group; and
- Ensuring travel plan measures are being actioned.

7.1.5 The Community Co-ordinator will be appointed by the developers and be a suitably experienced individual or organisation to undertake the Community Co-ordinator duties and manage the Travel Plan.

7.1.6 The Community Co-ordinator will be appointed two months prior to first occupation.

7.1.7 A filing system will be established and maintained for recording all correspondence relating to the Travel Plan, the results of monitoring and the outcome of each annual review. The Community Co-ordinator will be responsible for setting up and maintaining the development wide travel database which will comprise the results of travel survey questionnaires.
7.1.8 The Travel Plan is a strategy for the indefinite future and as such will evolve over time. The on-going monitoring programme and annual review will provide updated information that will allow the Plan to be revised, refined and improved.
8 MEASURES

8.1.1 Below outlines our package of specific measures proposed to encourage sustainable travel, reduce levels of single occupancy car use and achieve the stated targets of the Travel Plan is required.

8.1.2 The measures will encourage walking, cycling, the use of public transport and car-sharing, and to seek to reduce the need to travel.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site design</td>
<td>Good permeability for pedestrians and cyclists will be provided throughout the site with public rights of way, new shared paths and additional access points. Areas for recreation and play will be provided across the site. Cycle parking for residents and visitors. Bus routing through the site is considered in road design. Primary access route designed to accommodate buses. Two new bus stops will be provided along Landimore Road.</td>
</tr>
<tr>
<td>Improvements to off-site infrastructure</td>
<td>On routes serving the site: Creation and enhancement of cycling and walking links, in particular along Landimore Road and Newport Pagnell Road.</td>
</tr>
<tr>
<td>Reducing the need to travel</td>
<td>Provision of facilities that improve access to education and shopping. Located close to the Brackmills Industrial Estate employment site. Broadband access.</td>
</tr>
<tr>
<td>Development of buses</td>
<td>Two pairs of new bus stops will be provided along Landimore Road; One pair of new bus stops along Newport Pagnell Road between Landimore Road and The Warren; Two pairs of new bus shelters to be added to the existing bus stops along Newport Pagnell Road adjacent to Lady Hollows Drive. Enhancements to bus routes in the vicinity of the site to include frequency improvements to Route 7 and a new route through the site along Landimore Road connecting the SUE with employment areas to the.</td>
</tr>
<tr>
<td>Other support services</td>
<td>Residents car share matching service (on-line)</td>
</tr>
<tr>
<td>Promotion and communications</td>
<td>Travel welcome packs with package of incentives for sustainable travel</td>
</tr>
<tr>
<td>Free / discounted use of public transport for residents</td>
<td></td>
</tr>
<tr>
<td>Free / discounted cycles and cycle equipment</td>
<td></td>
</tr>
<tr>
<td>Cycling / walking maps of local area</td>
<td></td>
</tr>
<tr>
<td>Information about access to other services and facilities</td>
<td></td>
</tr>
<tr>
<td>Community travel web site and notice-boards</td>
<td></td>
</tr>
</tbody>
</table>

Table 8.1: Travel Plan measures
9.3 Car Club and Taxi Bus

9.3.1 The Community Co-ordinator will investigate the feasibility of setting up a car club within Woolton in conjunction with a club operator or hire company. If deemed feasible in the long term and an appropriate measure for the site, then any necessary set up costs will be funded from the Travel Plan fund. If feasibility is demonstrated then funding to set up a car club within the first year of dwelling occupancies will be made available. Both residents and companies will be eligible to join, thus making best use of the vehicles by allowing them to be used for business trips by employees during the working day and for leisure trips by residents during the off-peak periods and at weekends. This means that residents might decide that they do not need to own a vehicle as they would only need to use one of the club cars for occasional trips for which a car was the most appropriate mode of transport.

9.3.2 The Community Co-ordinator will investigate the feasibility of a dedicated taxi bus service, providing high quality connections to local train stations and other key destinations, should the need be justified.

9.4 Promotional Material

9.4.1 Promotional material will be produced to promote the Travel Plan including quarterly newsletters, posters and leaflets prepared by the Community Co-ordinator. Travel Plan events including the Residents Forum will be held to help increase residents' awareness of the plan. The events will be organised by the Community Coordinator, and will help increase awareness of travel alternatives by providing, for example, travel advice, up to date timetables, security advice for cyclists (e.g. lock types, security marking of bicycles, etc.) and information regarding local facilities.

9.4.2 Events would be tailored by the Community Co-ordinator to make them relevant to new residents.

9.4.3 Boards showing travel information will be displayed at prominent positions within the development such as the sales offices, local centres, schools, playing fields and other community spaces. The boards would be likely to show the following information:

- Relevant bus and train timetable information; and
- Telephone numbers and website addresses where additional travel information can be obtained

9.4.4 The travel information boards would be kept up to date by the Community Coordinator during the build-out of the development.

9.5 Travel Information Website

9.5.1 A community website will be set up by the Community Co-ordinator providing information on local public transport, local amenities and facilities, walk and cycle maps, real time public transport information, development car club information and a link to the Directgov door-to-door journey planner website.
10 MONITORING & REVIEW

10.1.1 A strategy for monitoring and review is essential to evaluate the success of the Development Travel Plan. Monitoring and review will be the responsibility of the Community Co-ordinator, who will seek input from the steering group.

10.1.2 The principal objective of the Residential Travel Plan is to limit the number of single occupancy car trips generated by the site and encourage the use of more sustainable forms of transport. This objective will be monitored using the results of an annual travel survey questionnaire to provide updated mode share information for comparison with the results of the ‘baseline’ survey carried out once 250 dwellings have been occupied to obtain a reasonable sample size, and annually thereafter for ten years. Using this mode share information as a baseline, the targets set out in Table 6.1 will be applied accordingly.

10.1.3 After each annual survey, the Community Co-ordinator will prepare a monitoring report, based upon the collected data and submit the report to the steering group members for the purpose of review. The take up of the cycle discounts and public transport tickets will also be reported upon. The monitoring report will be filed for record with copies made available to residents’ groups, companies, the local press and the Planning Authority on request. The report will also be placed on the development website in order that it may be available to residents.

10.1.4 The proposed format of the written Annual Travel Plan Review report will be submitted to Northamptonshire County Council for review prior to implementation. Any revision to the Travel Plan detailed in the Annual Review report as a result of monitoring will be undertaken in agreement with Northamptonshire County Council and clearly recorded as an agreed amendment.

10.1.5 The steering group will consider the findings of the annual monitoring report and the Community Co-ordinator will amend the travel plan targets or focus on travel measures to accord with the objectives of the Travel Plan. If the Annual Review report shows that the Travel Plan targets have not been achieved further funding would be allocated to provide support to the Community Co-ordinator.

10.1.6 It is proposed that the newsletter will also keep the residents affected by the travel plan appraised of how the travel plan is affecting travel from the development. The newsletter will be prepared quarterly by the Travel Plan Co-ordinator during the build-out of the development and be made available on the development website.
## Action Plan

### 11.1

The action plan of key activities key measures that the Community Co-ordinator will be responsible for are set out in Table 11.2. The appointment of the Community Coordinator role will be made by Grainger in consultation with Hampshire County Council. This role will be filled two months before planned residential occupation.

### 11.2

**Activity Timeline/Frequency**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Timeline/Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact stakeholders and set up steering group</td>
<td>Community Co-ordinator</td>
<td>First occupation</td>
</tr>
<tr>
<td>Prepare Travel Packs</td>
<td>Community Co-ordinator</td>
<td>From occupation of 250 units</td>
</tr>
<tr>
<td>Set up Community Website</td>
<td>Community Co-ordinator</td>
<td>After 'baseline' travel survey</td>
</tr>
<tr>
<td>Investigate feasibility of car club/taxi bus</td>
<td>Community Co-ordinator</td>
<td>Ongoing from occupation of 250 units</td>
</tr>
<tr>
<td>Issue baseline travel survey questionnaire to households Occupation of 250 units</td>
<td>Community Co-ordinator</td>
<td></td>
</tr>
<tr>
<td>Issue monitoring report, update baseline mode share and annual targets in Table 6.1</td>
<td>Community Co-ordinator</td>
<td></td>
</tr>
<tr>
<td>Issue Travel Packs</td>
<td>Community Co-ordinator</td>
<td>Ongoing from occupation of 250 units</td>
</tr>
<tr>
<td>Offer bus taster tickets and cycle vouchers</td>
<td>Community Co-ordinator</td>
<td></td>
</tr>
<tr>
<td>Produce and circulate development newsletter</td>
<td>Community Co-ordinator</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Arrange Steering Group Meeting</td>
<td>Community Co-ordinator</td>
<td>Twice a year</td>
</tr>
<tr>
<td>Update Travel Packs</td>
<td>Community Co-ordinator</td>
<td></td>
</tr>
<tr>
<td>Arrange Residents Forum</td>
<td>Community Co-ordinator</td>
<td>Annually</td>
</tr>
<tr>
<td>Issue travel survey questionnaire to households</td>
<td>Community Co-ordinator</td>
<td>1 year after baseline survey and repeated annually</td>
</tr>
<tr>
<td>Issue monitoring report and review targets</td>
<td>Community Co-ordinator</td>
<td>After annual travel survey</td>
</tr>
<tr>
<td>Monitor uptake of bus taster tickets and cycle vouchers</td>
<td>Community Co-ordinator</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Update promotional material</td>
<td>Community Co-ordinator</td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td>Responsibility</td>
<td>Timeline/Frequency</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Transfer Travel Plan responsibilities to residents through Steering Group/Residents Forum</td>
<td>Community Coordinator</td>
<td>Year 10</td>
</tr>
</tbody>
</table>

Table 11.2: Action Plan
The COMMON SEAL of
HOMES AND COMMUNITIES AGENCY
was hereunto affixed in the presence of

[Signature]

Authorised Signatory

EXECUTED as a Deed (but not delivered until dated)
by affixing the COMMON SEAL of,
NORTHAMPTON BOROUGH COUNCIL
in the presence of:-

[Signature]

Authorised Signatory

EXECUTED as a Deed (but not delivered until dated)
by affixing the COMMON SEAL of
NORTHAMPTONSHIRE COUNTY COUNCIL
in the presence of:-

[Signature]

Authorised Signatory

Jackie Jacob
Head of Programmes

AK

Authorised Signatory