

DATED 27th March

2014

- (1) WYCHAVON DISTRICT COUNCIL
- (2) GORDON LESLIE DYERS
- (3) THE TRUSTEES OF DOUAI ABBEY
- (4) EDWIN GRAHAM SHEPHARD, GEOFFREY
THOMAS SHEPHARD and ROBERT JOHN
SHEPHARD
- (5) GEOFFREY JOHN TRY and FIONA BUCHANAN
TRY
- (6) BELLWAY HOMES LIMITED
- (7) WORCESTERSHIRE COUNTY COUNCIL

Under Section 106 of the Town and County Planning Act
1990 (as amended) relating to land at
Pershore Road Evesham Worcestershire

Ian George Marshall
Head of Legal and Support Services
Wychavon District Council
Civic Centre
Queen Elizabeth Drive
Pershore
Worcestershire
WR10 1PT
JN/D.1/1227

THIS DEED is made the 27th day of March Two Thousand and Fourteen

BETWEEN:

- (1) **WYCHAVON DISTRICT COUNCIL** of The Civic Centre Queen Elizabeth Drive Pershore Worcestershire WR10 1PT ("the Council") of the first part
- (2) **GORDON LESLIE DYERS** of 21 St. Andrew Road Hampton Evesham Worcestershire WR11 2NR ("the First Owner") of the second part
- (3) **THE RIGHT REVEREND GEOFFREY SCOTT, THE REVEREND BERNARD SWINHOE, THE REVEREND GODRIC TIMNEY, THE REVEREND AUSTIN GURR and THE REVEREND ALBAN HOOD** being the trustees of Douai Abbey (Charity Registered Number 236962) of Douai Abbey Upper Woolhampton Berkshire RG7 5TH ("the Second Owner") of the third part
- (4) **EDWIN GRAHAM SHEPHARD, GEOFFREY THOMAS SHEPHARD and ROBERT JOHN SHEPHARD** of Dickens Cottage Hutton-le-Hole York North Yorkshire YO62 6UA ("the Third Owner") of the fourth part
- (5) **GEOFFREY JOHN TRY and FIONA BUCHANAN TRY** of North Lodge St Leonards Hill Windsor Berkshire SL4 ("the Fourth Owner") of the fifth part
- (6) **BELLWAY HOMES LIMITED** (Company Registration Number 670176) whose registered office is at Seaton Burn House Dudley Land Seaton Burn Newcastle upon Tyne ("the Contracting Purchaser") of the sixth part and
- (7) **WORCESTERSHIRE COUNTY COUNCIL** of County Hall, Spetchley Road, Worcester, WR5 2NP ("the County Council") of the seventh part

1. **DEFINITIONS**

Wherever the context so permits in this Deed the following shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	means housing of a kind which (having regard to its rent or other consideration) is suitable for occupation by people who are in need of such

	housing because of their limited means and who are unable to access suitable accommodation on the open market at a cost low enough for them to afford determined with regard to local incomes and local house prices and shall comprise Intermediate Housing Social Rented and Affordable Rented Housing as defined in Annex 2 of the NPPF
"Affordable Housing Dwelling"	means a Dwelling which is Affordable Housing and is to be constructed and occupied on either Phase One or Phase Two in accordance with the Affordable Housing Plan (Phase One) and the Affordable Housing Scheme
"Affordable Housing Dwellings (Phase One)"	means 44 Affordable Rented Units and 16 Shared Ownership Units together with rights and easements over the land to provide access to the Affordable Housing Dwellings and such entrance way corridors parking areas and other ancillary areas as are necessary for the enjoyment of such a dwelling which are shown on the Affordable Housing Plan (Phase One)
"Affordable Housing Dwellings (Phase Two)"	means at least 100 (40%) of the total Dwellings to be constructed pursuant to Phase Two of the Development and which shall be built in accordance with the Affordable Housing Matrix and the Affordable Housing Scheme
"Affordable Housing Plan (Phase One)"	means Plan 2 showing the layout, size, type, tenure and mix of the Affordable Housing Dwellings on Phase One forming part of the Development
"Affordable Housing Matrix"	means the matrix showing the type number and amount of bedrooms for the Affordable Housing Dwellings (Phase Two) as set out in Appendix One
"Affordable Housing Scheme"	means a scheme including a plan to be submitted to the Council providing details of the layout size location and tenure of the Affordable Housing

	Dwellings (Phase Two) and which is to be approved by the Council
"Affordable Rented Units"	means an Affordable Housing Dwelling which is to be provided in accordance with Schedule 1 to this Deed and their plots with allocated parking space and/or garage as shall be constructed on the Land pursuant to the provisions of Schedule 1 and the Affordable Housing Plan where the rents are either (1) guideline target rents determined through the National Rent Regime; or (2) rents capped by discounting the local open market rent (for the avoidance of doubt such rent levels are exclusive of all service charges) such that the rent chargeable is not more than the guideline target rents determined through the National Rent Regime; or (3) such other rent levels that may be agreed in writing by the Council
" Application"	means a hybrid planning application comprising a full application for Phase One and an outline application for Phase Two made to and registered by the Council on 8 November 2012 and given reference No. W/12/02490/PN
"Bus Stop Contribution"	means the sum of £20,000 (twenty thousand pounds) which is payable in accordance with Schedule 10 to this Deed
"Code 3 Standard"	means Code 3 as set out in the Development Standard
"Commencement of the Development"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined by Section 56(4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance (excluding demolition), archaeological excavations, investigations for the purposes of assessing ground conditions, remedial work in respect of contamination or other adverse ground conditions, erection of any temporary means of

	enclosure and the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly
"Commencement of the Public Transport Service"	means the implementation of public transport in accordance with paragraph 1 of Schedule 13 of this Deed
"Comparative Report"	means a report produced by the County Council containing calculations of the cost of construction of the Bridge
"Completed"	<p>means practical completion of the construction of the relevant Dwelling or Dwellings which shall be deemed to have occurred upon the first of the following to occur:</p> <p>(i) the issue of a cover note by the National House Building Council (NHBC) or equivalent issued by any other reputable warranty provider in respect of such Dwelling or Dwellings or in the alternative</p> <p>(ii) when the Council's building control consultancy or approved inspector has certified that such Dwelling or Dwellings are practically complete or has issued a building control final inspection certificate</p> <p>and "Completion" shall be construed accordingly</p>
Consumer Prices Index	means the index of consumer prices published by the Office of National Statistics or any successor office ministry or government department or in the event that the Office for National Statistics or any successor office ministry or government department shall cease to compile or publish the said Consumer Prices Index such other index as the parties hereto shall agree or in default of such agreement as shall be determined for the purposes of this Deed as being an index which gives an accurate indication of the rate of inflation of prices in the United Kingdom from month to

	month
"Contractual Completion"	means for the purposes of Schedule 12 to this Deed completion of the sale of the 100 th Dwelling to be erected on the Land
"Council's Parks Officer"	means the officer of the Council from time to time responsible for the provisions in relation to the On Site Public Open Space contained in this Deed
"Cycling Strategy Contribution (Phase One)"	means the sum of £53,605 (fifty three thousand six hundred and five pounds) which is payable in accordance with Schedule 2 to this Deed
"Cycling Strategy Contribution (Phase Two)"	means the sum of £335.00 (three hundred and thirty five pounds) per Dwelling only and is payable in accordance with Schedule 2 to this Deed
"The Development"	means the development pursuant to the Planning Permission
"Development Standard"	means a standard to meet or exceed the standards specified in the Housing Corporation's publication "Design and Quality Standards 2007"; Code 3 of the Code for Sustainable Homes or any nationally accepted design and construction standards for Affordable Housing issued by the Homes and Communities Agency or its successor which may supersede it and is current at the date of this Deed
"Dwelling"	means a residential unit permitted to be constructed on the Land pursuant to the Planning Permission and "Dwellings" shall mean more than one Dwelling and which for the avoidance of doubt shall include the Affordable Housing Dwellings and the General Market Dwellings
"Education Contribution (Phase One)"	means the sum of £561,646.00 (five hundred and sixty one thousand six hundred and forty six pounds) which is payable in accordance with Schedule 3 to this Deed

<p>"Education Contribution (Phase Two)"</p>	<p>means the sums of</p> <ul style="list-style-type: none"> • £1,962 (one thousand nine hundred and sixty two pounds) per two bedroom apartment comprising a General Market Dwelling; • £4,905 (four thousand nine hundred and five pounds) per two bedroom house comprising a General Market Dwelling; • £4,905 (four thousand nine hundred and five pounds) per three bedroom house comprising a General Market Dwelling;
	<p>and</p> <ul style="list-style-type: none"> • £7,358 (seven thousand three hundred and fifty eight pounds) per four bedroom house comprising a General Market Dwelling <p>and is payable in accordance with Schedule 3 to this Deed</p>
<p>"The Education Facilities"</p>	<p>means the provision (but not exclusively so) of education facilities and improvements which may include inter alia a new school additional classrooms new or improved educational sport playing fields and/or associated infrastructure in any or all of the following schools in the catchment area of the Land namely St. Andrews Church of England First School St. Egwins Church of England Middle School and Prince Henry's High School and any other school college or establishment serving the Development from time to time for which the County Council as the Local Education Authority is responsible should the catchment area schools in relation to the Land change</p>
<p>"General Market Dwellings"</p>	<p>means Dwellings other than the Affordable Housing Dwellings to be constructed on the Land pursuant to the Planning Permission and for sale or potentially for sale on the open market and</p>

	"General Market Dwelling" shall be construed accordingly
"Home Choice Plus Register"	shall mean the register for allocating the Affordable Housing Dwellings administered by the Council or any equivalent or similar replacement from time to time in existence
"the Homes and Community Agency"	means the Government's agency for the administration of affordable housing subsidy or any successor body
"Housing Need"	means being homeless or threatened with homelessness or living in accommodation which in the opinion of the Council is insecure or unsuitable and being unable to purchase or rent reasonably suitable accommodation in the open market in the locality of the Development taking into account the person's financial circumstances. Accommodation may be unsuitable on the grounds of cost overcrowding unfitness or lack of basic amenities or because of a person's infirmity physical disability mental disability or specific social or care needs or it is not reasonable for persons to remain in their existing accommodation
"Housing Act"	means the Housing Act 1985 or any statutory modification or re-enactment thereof
"The Initial Rent"	means the weekly rent which is charged on the first Occupation of any of the Affordable Rented Units that may be provided on the Land and which are to be available for rent when first let by the Registered Provider to an occupying tenant
"Intermediate Housing Unit"	shall mean an Affordable Housing Dwelling to be provided in accordance with the Affordable Housing Scheme and such dwellings shall be provided by a Registered Provider at prices and rents above those of the Social Rented Units but below market price and rents including shared ownership, shared equity, and other lower cost

	houses for sale (but excluding low cost market housing) or any similar future initiatives promoted or recognised by the Homes and Communities Agency and contained within the NPPF. References to "Intermediate Housing Units" shall be construed accordingly
"The Land"	means the area of land shown edged red on Plan 1
"LEAP"	means a local equipped area for play for children of early school age which contains an enclosed activity zone of 400 metres and at least five pieces of play equipment
"Link Footpath Contribution"	means the sum of £200,000 (two hundred thousand pounds) which is payable in accordance with Schedule 13 to this Deed
"Long Headlease"	means a headlease for a term of at least 125 years and "Long Headleasehold Interest" shall be construed accordingly
"Management Company"	means a management company the principal objects of which are to maintain the Public Open Space (including the LEAP and SUDS Area (if any))
"Mortgagees Duty"	the tasks and obligations to be observed and performed by a mortgagee (of a Registered Provider) in possession pursuant to clause 13.2 of this Deed
"NPPF"	means the National Planning Policy Framework published by the Department for Communities and Local Government and dated March 2012 or any relevant publication which may supersede it
"National Rent Regime"	means the regime under which the rents for tenants of Social Rented Units are set by the Homes and Communities Agency
"Occupation"	means the date at which a Dwelling is first occupied for the purposes permitted by the

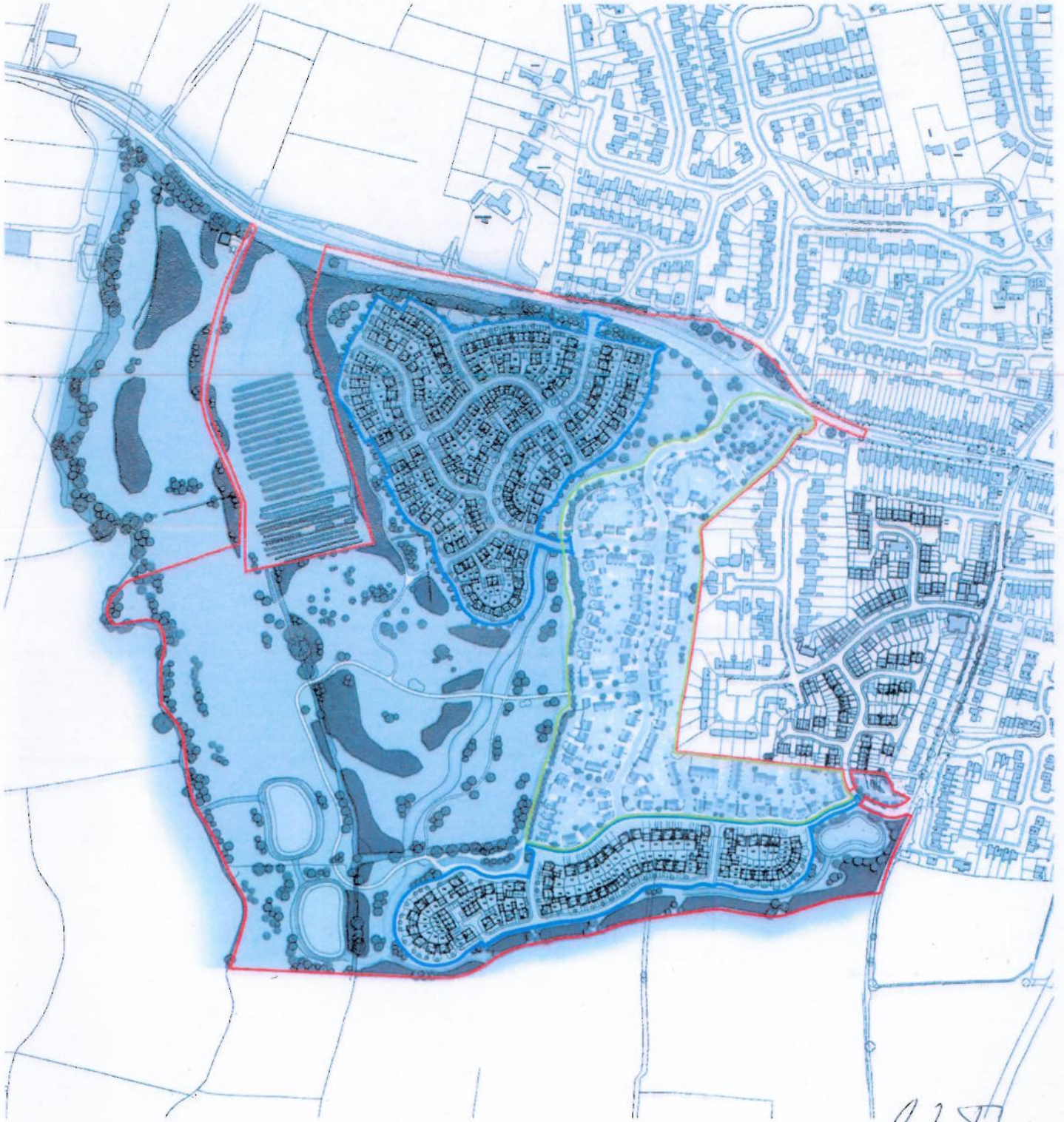
	<p>Planning Permission but excluding occupation of a Dwelling where that Dwelling is being used solely for the purpose of a show home/flat (where no persons are resident) in the course of marketing the Development and not including occupation by personnel engaged in construction fitting out or decoration or occupation in relation to security operations and "Occupied" and "Occupy" will be construed accordingly</p>
<p>"Off Site Built Sports and Leisure Contribution (Phase One)"</p>	<p>means the sum of £155,714 (one hundred and fifty five thousand seven hundred and fourteen pounds) which is payable in accordance with Schedule 5 to this Deed</p>
<p>"Off Site Built Sports Contribution (Phase Two)"</p>	<p>means the sums of</p> <ul style="list-style-type: none"> • £766.29 (seven hundred and sixty six pounds and twenty nine pence) per one bedroom Dwelling; and • £923.79 (nine hundred and twenty three pounds and seventy nine pence) per Dwelling with two bedrooms and • £1,081.29 (one thousand and eighty one pounds and twenty nine pence) per Dwelling with three or more bedrooms <p>and is payable in accordance with Schedule 5 to this Deed</p>
<p>"Off Site Formal Sport Contribution (Phase One)"</p>	<p>means the sum of £256,700 (two hundred and fifty six thousand seven hundred pounds) which is payable in accordance with Schedule 6</p>
<p>"Off Site Formal Sport Contribution (Phase Two)"</p>	<p>means the sums of</p> <ul style="list-style-type: none"> • £680 (six hundred and eighty pounds) per one bedroom Dwelling; and • £1,700 (one thousand seven hundred pounds) per Dwelling with two or more bedrooms <p>and is payable in accordance with Schedule 5 to</p>

	this Deed
"On Site Public Open Space (Phase One)"	means the on site public open space as shown on the On Site Public Open Space Plan (Phase One) coloured green
"On Site Public Open Space (Phase Two)"	means the on site public open space as shown on the On Site Public Open Space Plan (Phase Two) coloured purple
"On Site Public Open Space Maintenance Contribution"	<p>means the sum calculated by reference to the following list of rates and payable in accordance with Schedule 7</p> <ol style="list-style-type: none"> 1. Amenity Grass cutting in the main towns – £0.013 per M2 x 17 cuts per annum 2. Amenity Grass cutting in the villages – £0.052 per M2 x 17 cuts per annum 3. Informal Grass - £0.52 per M2 x 3 Cuts per annum 4. Shrub bed maintenance - £1.64 per M2 per annum 5. Litter collection - £17.60 per 100m2 per Annum 6. Fly tip removal - £100 per annum per 50 houses 7. Hedgerow (informal rural style cutting - £1.60 per linear metre each side and top as applicable. One cut per annum 8. Hedgerow (formal style) £1.21 per linear metre per side and top x 2 cuts per annum 9. Repairs to gravel or tarmac paths calculated at 5% of the original constructional cost 10. Newly planted trees – care of ties and stakes - £2.50 per tree per annum

	<p>11. Newly planted trees – replacement – 5% of the total number of trees planted payable for 3 years after planting £75.00 per tree to supply and plant</p> <p>12. Maintenance of mature and semi mature Woodland - £3500 per acre per annum</p> <p>13. SUD's balancing ponds and streams - £500 per annum per medium size pond or length of stream</p> <p>14. Litter collection EPA cover for play areas – £160.00 per play area per annum</p> <p>15. Emptying of litter bins - £0.50 per bin for each empty Usually 3 times a week so £78.00 per bin per annum</p> <p>16. Weekly inspection of play areas - £9.20 x 52 per annum per medium sized play area</p> <p>17. Sweeping of hard surfaces in play areas – £0.008 M2 x 52 per annum</p> <p>18. Weed control (spraying) in hard surface areas - £0.06 per M2 per annum</p> <p>19. Washing of furniture and signs - £2.60 each Item x 4 times per annum</p> <p>20. Graffiti removal from play areas - £300.00 per Medium sized play area per annum</p> <p>21. Raking loose fill surfaces such as woodchip – £0.12 per M2 x 52 per annum</p> <p>22. Allowance for repairs to play equipment – £500 per medium sized play area per annum</p> <p>23. On all operations a 15% administrative</p>
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	<p>charge shall be added to the total maintenance cost to give the total annual charge</p> <p>24. The final annual cost calculated shall be multiplied by 20 and shall be increased in line with the Consumer Prices Index applied from the 1st April 2010 until the date the On Site Public Open Space Maintenance Contribution is paid to the Council to give the total On Site Public Open Space Maintenance Contribution that is payable at adoption or transfer of the Public Open Space in accordance with Schedule 7 to this Deed</p>
"On Site Public Open Space Plan (Phase One)"	means Plan 3 attached to this Deed
"On Site Public Open Space Plan (Phase Two)"	means Plan 4 attached to this Deed
"The Owners"	means the First Owner the Second Owner the Third Owner and the Fourth Owner collectively and their respective successors in title
"Pedestrian Cycle Footbridge Contribution"	means the sum of £2,868,382.00 (two million eight hundred and sixty eight thousand three hundred and eighty two pounds) which is payable in accordance with Schedule 11 to this Deed
"Phase One"	means the part of the Development which is shown edged green on Plan 1
"Phase Two"	means the part of the Development which is shown edged blue on Plan 1
"Plan 1"	means the plan annexed hereto and marked "Plan 1"
"Plan 2"	means the plan annexed hereto and marked "Plan 2" and being drawing number B5456 PL

**Proposed residential development at Pershore Road, Hampton.
For Bellway Homes (West Midlands) Ltd.**



Jh Lyons

- Application boundary
- Phase One
- Phase Two

nicol thomas

Revision	Date	Details

nicol thomas
 2000/0001 2000/0002 2000/0003 2000/0004 2000/0005
 Registered as Engineers and Architects, England, 2000/0001
 Quality Approved to BS 5400 2000/0001/0002/0003/0004/0005
 Suite 100, 1st Floor, Park Drive, Redditch, Staffords, B94 4YD
 Registered Office: 01827 500001 01827 500002 01827 500003 01827 500004 01827 500005
 Also at: 01827 500006

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Client	Bellway Homes (West Midlands) Ltd
Job	Pershore Road, Hampton, Tompkin
Drawing title	Site Plan
Drawing Number (Job number)	BS490 PLAN 1 Pershore
Scale	1:2000@A3
Date	28.01.2014
Drawn by / checked by	AEC / PW

This drawing is in accordance with BS490-PL-04B, BS11 and Bellway drawing HAMA/2014.

Proposed residential development at Pershore Road, Hampton.
For Bellway Homes (West Midlands) Ltd.



 Onsite Public Open Space (Phase 1)

J.H. Thomas

nicol thomas

Revision	Date	Details

nicol thomas
 architects, project managers, construction and interiors. **BSM** accreditation
 Registered in England and Wales. Reg No. 2408282
 Quality Assurance ISO 9001:2015. ISO 14001 Certified. Licence 08-4729
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 Aka of Colston

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Client:	Bellway Homes (West Midlands) Ltd		
Job:	Pershore Road, Hampton, Evesham.		
Drawing title:	Onsite Public Open Space (Phase 1)		
Drawing Number (A3 sheet):	BS496	PLAN 3	Revised:
Scale:	1:7500@A3		
Date:	28.01.2014		
Drawn by/checked by:	AFC / PB		

This Drawing is in accordance with BS456-PL-04II, 05SH and Bellway drawing HAM/004A.

Proposed residential development at Pershore Road, Hampton.
For Bellway Homes (West Midlands) Ltd.



Onsite Public Open Space (Phase 2)

Jh Dyer

nicol thomas

Revision	Date	Details

nicol thomas
 architects interior designers environmental consultants CBM consultants
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Client:	Bellway Homes (West Midlands) Ltd
Job:	Pershore Road, Hampton, Evesham
Drawing title:	Onsite Public Open Space (Phase 2)
Drawing Number:	BS456 PLAN 4
Scale:	1:2500@A2
Date:	28.01.2014
Drawn by/checked by:	AEC / JH

This drawing is in accordance with BS456-PL-D&B, 05/91 and Bellway drawing HAM/004A.

	048 K
"Plan 3"	means the plan annexed hereto and marked "Plan 3"
"Plan 4"	means the plan annexed hereto and marked "Plan 4"
"The Planning Permission"	means the permission to be granted pursuant to the Application
"Practical Completion"	for the purposes of Schedule 12 means the date when either the NHBC Buildmark Certificate (or similar equivalent) shall have been issued in respect of a Dwelling or when the local authority building control consultancy or approved inspector certifies such Dwelling to be completed whichever is the earlier
"Public Transport Assessment"	means the assessment undertaken by the County Council in accordance with Part B of Schedule 13 of this Deed such assessment being subject to variation by the County Council after due consideration by the County Council of the service parameters or delivery programme contained within the associated Public Transport 20 Year Business Case to allow the effective expenditure of the Public Transport Contribution and the Public Transport Contingency Payment to facilitate delivery of the Public Transport Service
"Public Transport Contribution"	means the sum of one hundred and thirty seven thousand and thirty five pounds (£137,035.00) payable to the County Council in accordance with the provisions of Schedule 13 of this Deed
"Public Transport Contingency Payment"	means the maximum sum of £53,222.00 (fifty three thousand two hundred and twenty two pounds) payable in accordance with Part B of Schedule 13 of this Deed

<p>"Public Art Contribution (Phase One)"</p>	<p>means the sum of £11,325 (eleven thousand three hundred and twenty five pounds) which is payable in accordance with Schedule 9</p>
<p>"Public Art Contribution (Phase Two)"</p>	<p>means the sum of £18,750 (eighteen thousand seven hundred and fifty pounds) which is payable in accordance with Schedule 9</p>
<p>"Public Transport Service"</p>	<p>means the provision by the County Council of public transport in accordance with Schedule 13 to this Deed</p>
<p>"Qualifying Resident"</p>	<p>In respect of the Affordable Rented Units;</p> <p>shall mean a person who is on the Council's Home Choice Plus Register and is in need of Affordable Housing and in Housing Need and:</p> <p>(a) who is ordinarily resident in the District of Wychavon; or</p> <p>(b) whose family are ordinarily resident in the District of Wychavon; or</p> <p>(c) who is employed in the District of Wychavon; or</p> <p>If no person qualifies pursuant to (a) – (c) above any person who is on the Council's Home Choice Plus Register and is in need of Affordable Housing and in Housing Need; and</p> <p>In respect of the Intermediate Housing Units means a person who is on the Council's Home Choice Plus register and is in need of Affordable Housing and/or Housing Need and:</p> <p>(d) who is ordinarily resident in the District of Wychavon; or</p> <p>(e) whose family are ordinarily resident in the District of Wychavon; or</p> <p>(f) who is employed in the District of Wychavon; or</p>

	<p>If no person qualifies pursuant to (d) – (f) above a person who is on the Council's Home Choice Plus Register who is approved in writing by the Council as being in need of Affordable Housing and/or in Housing Need (such approval not to be unreasonably withheld or delayed) and who is ordinarily resident in the United Kingdom BUT if contracts have not been exchanged to sell/lease the Intermediate Housing Unit to any persons listed above at open market value taking into account the existence of this Deed (or legal completion effected where there is to be no exchange of contracts) through no fault of the seller within four (4) months of notice being given to the Council and the freehold owners/head-leaseholder/other nominated Registered Provider as appropriate) pursuant to Schedule 1 of this Deed then "Qualifying Resident" shall mean any person other than and including those listed above</p>
"Recycling Contribution (Phase One)"	<p>means the sum of £5,707.80 (five thousand seven hundred and seven pounds and eighty pence) only and is payable in accordance with Schedule 7 to this Deed</p>
"Recycling Contribution (Phase Two)"	<p>means the sum of £37.80 (thirty seven pounds and eighty pence) only per Dwelling and is payable in accordance with Schedule 7 to this Deed</p>
"Registered Provider"	<p>means a provider of social housing as defined by Part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent arrangements who is approved or accredited by the Homes and Communities Agency or similar successor body or such other body as may be approved by the Council</p>
"Retail Price Index"	<p>means the Retail Prices Index for "All Items" published by the Office for National Statistics or in the event that the Office for National Statistics</p>

	shall cease to compile or publish the said Retail Prices Index such other index as the parties hereto shall agree or in default of agreement such Index as shall be determined for the purposes of this Deed as being an Index which gives an accurate indication of the rate of inflation of prices in the United Kingdom from month to month
"Shared Ownership Lease"	means a shared ownership or shared equity lease in the model form approved by the Homes and Community Agency
"Shared Ownership Unit"	means an Affordable Housing Dwelling to be sold where a proportion of the equity is by a Shared Ownership Lease to a Qualifying Resident and the remainder of the equity is retained by the Registered Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing
"Shared Ownership Occupier"	means an owner-occupier of a Shared Ownership Unit
"Social Rented Unit"	means an Affordable Housing Dwelling where the rents are subject to the National Rent Regime and references to "Social Rented Units" shall be construed accordingly
"Staircasing"	means the process by which a person acquires additional shares in an Affordable Housing Dwelling
"Supporting Evidence"	means design and investigation reports
"Traffic Regulation Order"	means any traffic regulation order implemented by the County Council in relation to the Development
"Traffic Regulation Order Contribution"	means the sum of £7,320 (seven thousand three hundred and twenty pounds) which is payable in accordance with Schedule 13 to this Deed

"Worcester Transport Strategy Contribution"	means the sum of £44,142.72 (forty four thousand one hundred and forty pounds and seventy two pence) only and is payable in accordance with Schedule 4 to this Deed
"Working Day"	means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or a day falling within the period 24 December to the immediately following 2nd January (inclusive)

2. CONSTRUCTION

- 2.1 Words of a masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice-versa and words denoting persons shall include bodies companies incorporated associations and partnerships and vice versa
- 2.2 Reference to any statute or statutory provisions includes a reference to:-
- 2.2.1 that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and
- 2.2.2 all statutory instruments or orders made pursuant to it whether before or after the date of this Deed
- 2.3 The term "the Owners" shall include their assigns and successors in title to their respective legal interests in the Land or any part or parts thereof at the date hereof and to the rights and obligations created by this Deed
- 2.4 The terms "the Council" and "the County Council" shall include their respective statutory successors in function
- 2.5 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 2.6 Any covenants obligations or other commitments given by more than one party to this Deed shall be joint and several and where any party consists of two or more persons obligations expressed to be made by or with that party are deemed to be made by or with such persons jointly and severally
- 2.7 The headings in this Deed are for ease of reference only and cannot be taken into account in its interpretation

3. **HISTORY**

- 3.1 The Council is the appropriate Local Planning Authority for the purpose of the 1990 Act in respect of the area which includes the Land
- 3.2 The Council is also the housing authority for the purposes of the Housing Act and as housing authority is required by Section 8 of the Housing Act to consider housing conditions in its district and the needs of the district with respect to the provision of further housing accommodation
- 3.3 Pursuant to such consideration the Council has concluded that there is a need in the district for Affordable Housing and that through the provision of Affordable Housing Dwellings one of the subjects of this Deed contributes towards the satisfaction of that need
- 3.4 The County Council is the Strategic Planning Authority for the County of Worcestershire and is a Local Planning Authority for the purposes of section 106 of the 1990 Act and is the Highway Authority as defined in the Highway Act 1980 and the Local Education Authority as defined in Section 12 of the Education Act 1996 for the area in which the Land is situated and by whom the obligations in this Deed in respect of education and highway matters are enforceable and the Council has agreed to collect on behalf of the County Council the two Cycling Strategy Contributions and the two Education Contributions
- 3.5 The County Council in its capacity as Highway Authority has identified the need for works to the adopted highway as part of the Development and conditions are to be imposed on the Planning Permission in respect of these works.
- 3.6 The First Owner is the freehold owner of part of the Land registered with title absolute at the Land Registry under title number WR129010 the Second Owner is the freehold owner of part of the Land registered under title number HW119611 the Third Owner is the freehold owner of part of the Land registered with title absolute at the Land Registry under title number WR114526 and the Fourth Owner is the freehold owner of part of the Land registered with title absolute at the Land Registry under title number HW94689
- 3.7 The Contracting Purchaser has entered into an option to purchase part of the Land from the First Owner dated 21 April 2010 and has entered its interest in the Land by way of an Unilateral Notice under title number WR129010 on 14 August 2013
- 3.8 The Contracting Purchaser has entered into an option to purchase part of the Land from the Second Owner dated 30 November 2009 and has entered its interest in the Land by way of an Unilateral Notice under title number HW119611 on 12 August 2011
- 3.9 The Contracting Purchaser has entered into an option to purchase part of the Land from the Third Owner dated 13 February 2009 and has entered its interest in the Land by way of an Unilateral Notice under title number WR114526 on 27 February 2009

- 3.10 The Contracting Purchaser has entered into an option to purchase part of the Land from the Fourth Owner dated 8 May 2009 and has entered its interest in the Land by way of an Unilateral Notice under title number HW94689 on 11 May 2009
- 3.11 The Council the Owners the Contracting Purchaser and the County Council are entering into this Deed to make provision for regulating the Development in the manner hereinafter appearing
- 3.12 The Council the Owners the Contracting Purchaser and the County Council wish to enter into this Deed for (inter alia) purposes contained in Section 106 of the 1990 Act

4. **PLANNING OBLIGATIONS**

The covenants contained in Schedules 1-14 (inclusive) to this Deed are planning obligations for the purposes of Section 106 of the 1990 Act

NOW THIS DEED WITNESSETH as follows:

5. **BINDING EFFECT OF THE AGREEMENT**

- 5.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Sections 8 and 9 of the Housing Act Section 278 of the Highways Act 1980 Chapter 111 of the Education Act 1996 and all other enabling powers
- 5.2 The covenants in Schedules 1,2,3,5,6,7,8 and 9 are enforceable by the Council and the covenants in Schedules 4,,10,11,12,13 and 14 are enforceable by the County Council
- 5.3 The Owners hereby covenant and undertake in respect of each and every part of the Land to observe and perform the covenants which are contained in Schedules 1-13¹⁴ (inclusive) to this Deed with the intent that the same shall bind the Land and be enforceable without limit of time not only against the Owners but also against each and any of their successors in title and any person claiming any legal or equitable estate or interest in the Land or any part or parts of it as if that successor and person had also been an original covenanting party
- 5.4 The Council hereby covenants and undertakes to observe and perform its covenants contained in Schedule 15
- 5.5 The County Council hereby covenants and undertakes to observe and perform its covenants contained in Schedule 16

6. **EFFECTIVE DATE**

The provisions of this Deed shall come into effect upon the date of Commencement of the Development with the exception of Clauses 7, 8.6, 8.9, 10, 11 and 12 which shall come into effect upon the date hereof

7. **WARRANTIES**

The Owners hereby warrants to the Council that:

- (a) there have been no dealings with the Land between the 14 January 2014 and the date of this Deed
- (b) they remain at the date of this Deed seized in fee simple of the Land subject to the options to purchase in favour of the Contracting Purchaser but otherwise free from financial encumbrances and
- (c) they have obtained all necessary permissions and consents required from any covenantees or any other persons to them entering into this Deed and that they enter into this Deed with full capacity and ability to observe and perform the obligations hereunder

8. **DECLARATIONS**

IT IS HEREBY AGREED AND DECLARED

- 8.1 The planning obligations on the part of the Owners shall be in addition to and not in derogation of the Planning Permission
- 8.2 Nothing in this Deed shall be construed as restricting the exercise by the Council and/or the County Council of any powers exercisable by them under the 1990 Act or any other Act regulation or byelaws
- 8.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 8.4 No waiver whether express or implied by the Council of any breach or default by the Owners in performing or observing any of the covenants of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants or from acting upon any subsequent breach or default in respect thereof by the Owners
- 8.5 The Owners waive any rights to claim compensation from the Council directly arising from any limitation or restriction on the planning use of the Land under the terms of this Deed
- 8.6 If the Planning Permission at any time is quashed or revoked or is otherwise withdrawn or modified (without the consent of the Owners) by any statutory procedure or expires before Commencement of the Development this Deed shall cease to have effect
- 8.7 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 8.8 If any individual clause or paragraph in this Deed is subsequently held to be unenforceable by a court in accordance with clause 8.9 the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from this Deed PROVIDED THAT the severing

of such a clause or paragraph shall not affect the continuing enforceability of the remainder of this Deed

- 8.9 The validity construction and performance of this Deed shall be governed by English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Deed
- 8.10 The provisions of Schedule 1 to this Deed shall not be binding on any purchaser pursuant to the exercise of a statutory right to buy or acquire under Part V of the Housing Act 1985 or Housing Act 1996 (or in either case any statutory modification or re-enactment thereof) or other statutory scheme where a tenant purchases one hundred per cent of the freehold of an Affordable Housing Dwelling or any mortgagee or successor in title of such purchaser
- 8.11 No person shall be liable for a breach of this Deed after he shall have parted with all interest in the Land or that part of the Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach which occurred prior to parting with such interest
- 8.12 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed the provisions of Schedule 1 to this Deed shall not be enforceable against the owners occupiers tenants or mortgagees of General Market Dwellings constructed pursuant to the Planning Permission and purchased and occupied as private dwellings nor their successors in title so as to require them to construct or procure the construction and completion of the Affordable Housing Dwellings
- 8.13 Statutory undertakers or other utility suppliers with an interest in the Land only by virtue of the location of their structures or other apparatus on the Land (including without limitation electricity substations, poles stays gas governor stations and/or pumping stations) are specifically excluded from liability under this Deed
- 8.14 The Contracting Purchaser hereby declares that it has no objection to the contents of this Deed and acknowledges that it will be bound by and be subject to the covenants and provisions contained in this Deed in the event that it completes the purchase of the Land or any part or parts thereof

9. **REGISTRATION OF DEED**

- 9.1 The Council will on completion of this Deed register it in the Local Land Charges Register pursuant to the provisions of the Local Land Charges Act 1975

10. **COSTS OF PREPARATION OF AGREEMENT**

- 10.1 The Contracting Purchaser covenants to pay the Council's reasonable and proper legal costs in relation to this Deed prior to the date hereof.

- 10.2 The Contracting Purchaser covenants to pay the Council's Planning Department its monitoring and administrative fees in the sum of £6,600 (six thousand six hundred pounds) prior to the date hereof
- 10.3 The Contracting Purchaser covenants to pay the County Council's reasonable and proper legal fees in relation to the Deed prior to the date hereof in the sum of one thousand three hundred and eighty seven pounds (£1,387.00)

11. **DISPUTES**

- 11.1 In the event of there being any dispute between the parties hereto in respect of any of the terms of this Deed such dispute shall be determined in accordance with this Clause and either party to the dispute may at any time require by notice in writing to the other party to the dispute an independent expert to be appointed to resolve the dispute
- 11.2 The expert (who shall be an appropriately qualified person to resolve the dispute in question) may be agreed upon by the parties to the dispute and in default of such agreement within one month of a requirement being made pursuant to this Clause shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party to the dispute made at any time after the said period of one month
- 11.3 Notice in writing of his appointment shall be given by the expert to the parties to the dispute and he shall invite each to submit within a specified period (which will not exceed four weeks) any written representations each wishes to make to him
- 11.4 The expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgment
- 11.5 The expert shall give notice in writing of his decision to the parties to the dispute within 2 months of his appointment or within such extended period as the parties may together allow
- 11.6 The decision of the expert shall be final on all matters referred to him except in the case of manifest error or fraud
- 11.7 If for any reason the expert shall fail to make a decision and give notice thereof within the time and in the manner hereinbefore provided either party to the dispute may apply to the President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary
- 11.8 Each party to the dispute shall bear its own costs save that the fees of the expert and of the Royal Institution of Chartered Surveyors shall be in the expert's determination
- 11.9 Nothing in this Clause shall be construed as ousting the jurisdiction of the courts to enforce the provisions of this Deed

12. **NOTICES**

- 12.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery post or facsimile transmission
- 12.2 The address for service of any such notice consent or approval as aforesaid shall in the case of service upon the Council be at the address aforesaid or such other address for service as shall have been previously notified by the Council to the Owners and in the case of service upon the Owners be at their last known address (if an individual) or then current registered office (if a company)
- 12.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:
- 12.3.1 If personally delivered at the time of delivery;
 - 12.3.2 If posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom
 - 12.3.3 If sent by facsimile transmission at the time of successful transmission provided that if such transmission is made after 5.00 p.m. service shall be deemed to take place on the next Working Day;

And in proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or recorded delivery envelope (as appropriate) or that the facsimile was successfully transmitted on a tested line as the case may be

13. **MORTGAGEE PROTECTION**

- 13.1 The Owners and the Council agree and declare that the provisions of this Deed shall not be binding upon a mortgagee in possession or chargee of one or more of the Affordable Housing Dwellings or the successors in title to such mortgagee in possession or chargee or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 to the intent that any such mortgagee in possession or chargee exercising its security or the successors in title to such mortgagee or chargee or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 may sell and dispose of the said Affordable Housing Dwellings free from the terms of this Deed and thereupon the provisions of Schedule 1 to this Deed shall become null and void in respect of that or those Affordable Housing Dwellings **PROVIDED THAT** a mortgagee in possession or chargee of a Registered Provider shall first have complied with the Mortgagees Duty set out in clause 12.2 below
- 13.2 Mortgagees Duty

- 13.2.1 This Clause 13.2 applies solely to a mortgagee in possession or chargee of a Registered Provider or the successors in title to such mortgagee or chargee or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
- 13.2.2 Where this clause 13.2 applies, the mortgagee in possession or chargee or the successors in title to such mortgagee or chargee or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 shall notify the Head of Legal and Support Services at the Council in writing that it is seeking a purchaser of the freehold or Long Headleasehold Interest in the Affordable Housing Dwellings AND
- 13.2.3 Subject to clause 13.2.4 below, the mortgagee in possession or chargee or the successors in title to such mortgagee in possession or chargee or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 shall thereafter use its reasonable endeavours to sell and transfer the freehold or Long Headleasehold Interest in the said Affordable Housing Dwelling to a Registered Provider or the Council subject to the terms of this Deed including the terms of the entirety of this Clause 13 at a price equal to its market value taking into account the existence of this Deed
- 13.2.4 Where at least three (3) months have elapsed since the Head of Legal and Support Services at the Council received the written notice referred to in Clause 13.2.2 above and a binding contract for the sale of the freehold or Long Headleasehold Interest in the relevant Affordable Housing Dwellings or any of them has not been exchanged with an alternative Registered Provider or the Council (and/or a transfer completed if there is to be no exchange of contracts) and this has been evidenced in writing to the reasonable satisfaction of the Council's Head of Legal and Support Services then the mortgagee in possession or chargee or the successors in title to such mortgagee in possession or chargee or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 shall be free to dispose of those Affordable Housing Dwellings free of the provisions of this Deed

14. **SECTION 73 VARIATION**

- 14.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Agreement to the Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly

15. **EXECUTION IN COUNTERPARTS**

- 15.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed. No counterpart shall be effective until each party has executed at least one counterpart

SCHEDULE 1

Affordable Housing Dwellings (Phase One)

The Owners covenant with the Council as follows:

1. To construct and layout the Affordable Housing Dwellings (Phase One) in accordance with the provisions of this Schedule 1 and the Affordable Housing Plan (Phase One)
2. The Owners will or will procure the construction and completion at their own cost and expense all the Affordable Housing Dwellings (Phase One) together with all necessary services connections and infrastructure ready for occupation prior to Occupation of fifty percent (50%) of the General Market Dwellings on Phase One
3. Construction of the Affordable Housing Dwellings (Phase One) shall be in accordance with Appendix Four of the Council's Affordable Housing Supplementary Planning Guidance dated 21 November 2002 and to the on-site standards specified by the Homes and Communities Agency in the latest version of its Design and Quality Standards at the time of construction and in accordance with the Code for Sustainable Homes Level Three or above issued by the Department for Communities and Local Government or other equivalent energy efficient standard first approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and completion shall be deemed to be either when the NHBC Buildmark Certificate (or similar equivalent) shall have been issued in respect of all of the Affordable Housing Dwellings (Phase One) or when the local authority building control consultancy or approved inspector certifies them all complete if earlier;
4. To ensure that all of the Affordable Housing Dwellings on Phase One are sold and/or leased and/or Occupied in accordance with this Deed and for the avoidance of doubt not to sublet or otherwise part with possession of the whole or any part of the Affordable Housing Dwellings on Phase One unless in accordance with the provisions of this Deed
5. Not to allow or permit the Occupation of more than fifty percent (50%) of the General Market Dwellings on Phase One until there has been a freehold transfer or grant of a Long Headlease of the Affordable Housing Dwellings (Phase One) to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings (Phase One) and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal and Support Services at the Council;
6. Not to allow any of the Affordable Housing Dwellings on Phase One to be Occupied otherwise than by a person who at the date of his first Occupation is a Qualifying Resident (together with members of his immediate family) who occupies the Affordable Housing Dwelling as his sole residence;
7. To obtain the written approval of the Council's Head of Legal and Support Services in respect of the Initial Rent at least two months prior to any Affordable Rented Units first being

Occupied; PROVIDED THAT the Initial Rent and future rents of any Affordable Rented Units shall always be set by the Registered Provider and any person or entity who has purchased the freehold or Long Headleasehold Interest in any Affordable Rented Units pursuant to paragraph 12 of this Schedule 1 in accordance with the proximity to target rents contained in the National Rent Regime;

8. Not to initially dispose of any of the Affordable Housing Dwellings on Phase One otherwise than by way of a mortgage or charge to a Registered Provider by way of a freehold transfer or grant of a Long Headlease for the purposes of providing accommodation for occupiers which is in accordance with the objects of the Registered Provider and which is in accordance with its allocations policy;
9. To give notice in writing to the Head of Legal and Support Services at the Council of:
 - (a) completion of the freehold sale or grant of a Long Headleasehold Interest in an Affordable Housing Dwellings on Phase One; and
 - (b) the expected date of first Occupation of fifty percent (50%) of the General Market Dwellings on Phase One at least 3 weeks prior to such expected date,

AND until the freehold sale or grant of a Long Headleasehold Interest in all of the Affordable Housing Dwellings on Phase One have all been completed, to provide to the Head of Legal and Support Services at the Council on the 25th day of each month from the date of Commencement of Development of Phase One a development progress report in writing recording the completion of the Affordable Housing Dwellings on Phase One and giving details of the plot number and size of the Affordable Housing Dwellings completed;

10. If the Development is one which will involve the creation or employment of a management company then details of such management arrangements shall be submitted to the Head of Legal and Support Services at the Council prior to the transfer of any Affordable Housing Dwellings on Phase One to a Registered Provider and agreed in writing by the Head of Legal and Support Services at the Council (such agreement not to be unreasonably withheld or delayed) at least 2 months prior to Occupation of any Affordable Housing Dwelling(Phase One);
11. Not to charge an occupier of any of the Affordable Housing Dwellings on Phase One a service charge unless all items covered under the service charge are eligible for reimbursement in full through the housing benefit system (or any equivalent replacement system from time to time) and until the level of service charge has been agreed in writing by the Head of Legal and Support Services at the Council such agreement not to be unreasonably withheld or delayed;
12. If the Registered Provider at any time while having a legal interest in the Affordable Housing Dwellings (Phase One) ceases to be accredited or approved by the Homes and Communities Agency or its equivalent successor body;

- 12.1 To give notice immediately in writing to the Head of Legal and Support Services at the Council of the cessation of accreditation or approval; and
- 12.2 to transfer all legal interest in the Affordable Housing Dwellings (Phase One) to another Registered Provider subject to the provisions of this Deed;
- 12.3 A Registered Provider may dispose of its freehold or Long Headleasehold Interest in the Affordable Housing Dwellings (Phase One) subject to any subsisting leases and the terms of the Deed but otherwise free from the terms of paragraph 12.2 above and thereupon the provisions of paragraph 12.2 above shall become null and void but only in respect of that particular transfer of that or those Affordable Housing Dwellings (Phase One) PROVIDED THAT:
 - 12.3.1 the Registered Provider notifies the Head of Legal and Support Services at the Council in writing that it is seeking a purchaser of its freehold or Long Headleasehold Interest in the Affordable Housing Dwellings (Phase One); AND
 - 12.3.2 the Registered Provider thereafter uses reasonable endeavours to sell and transfer its freehold interest or Long Headleasehold Interest in the Affordable Housing Dwellings (Phase One) to a new Registered Provider subject to the terms of this Deed including the terms of this paragraph 12 at a price equal to its market value taking into account the existence of the Deed; AND
 - 12.3.3 at least three (3) months have elapsed since the said Head of Legal and Support Services at the Council received the written notice referred to at paragraph 12.3.1 above and a contract for the disposal of the freehold or Long Headleasehold in the relevant Affordable Housing Dwellings (Phase One) has not been exchanged with a new Registered Provider (or completion effected where there is to be no exchange of contracts) despite the current Registered Provider's reasonable efforts such efforts being evidenced in writing to the satisfaction of the Head of Legal and Support Services at the Council.
13. Until such time as the Affordable Housing Dwellings (Phase One) are transferred pursuant to paragraph 12 of this Schedule 1 not to increase the rent or service charge of the Affordable Housing Dwellings (Phase One) above the levels prevalent at the time that the Registered Provider ceased to be approved or accredited without the prior written consent of the Council (such consent not to be unreasonable withheld or delayed);
14. In the event that a tenant or other occupier of an Affordable Rented Unit exercises the right to acquire under applicable legislation to 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 within the district of Wychavon;

Affordable Housing Dwellings (Phase Two)

15. To construct and layout the Affordable Housing Dwellings (Phase Two) in accordance with the provisions of this Schedule 1 and the Affordable Housing Scheme
16. The Owners will or will procure the construction and completion at their own cost and expense all the Affordable Housing Dwellings (Phase Two) together with all necessary services connections and infrastructure ready for occupation prior to Occupation of fifty percent (50%) of the General Market Dwellings on Phase Two
17. Construction of the Affordable Housing Dwellings (Phase Two) shall be in accordance with Appendix Four of the Council's Affordable Housing Supplementary Planning Guidance dated 21 November 2002 and to the on-site standards specified by the Homes and Communities Agency in the latest version of its Design and Quality Standards at the time of construction and in accordance with the Code for Sustainable Homes Level Three or above issued by the Department for Communities and Local Government or other equivalent energy efficient standard first approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and completion shall be deemed to be either when the NHBC Buildmark Certificate (or similar equivalent) shall have been issued in respect of all of the Affordable Housing Dwellings (Phase Two) or when the local authority building control consultancy or approved inspector certifies them all complete if earlier;
18. To ensure that all of the Affordable Housing Dwellings on Phase Two are sold and/or leased and/or Occupied in accordance with this Deed and for the avoidance of doubt not to sublet or otherwise part with possession of the whole or any part of the Affordable Housing Dwellings (Phase Two) unless in accordance with the provisions of this Deed
19. Not to allow or permit the Occupation of more than fifty percent (50%) of the General Market Dwellings on Phase Two until there has been a freehold transfer or grant of a Long Headlease of the Affordable Housing Dwellings (Phase Two) to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings (Phase Two) and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal and Support Services at the Council;
20. Not to allow any of the Affordable Housing Dwellings on Phase Two to be Occupied otherwise than by a person who at the date of his first Occupation is a Qualifying Resident (together with members of his immediate family) who occupies the Affordable Housing Dwelling as his sole residence;
21. To obtain the written approval of the Council's Head of Legal and Support Services in respect of the Initial Rent at least two months prior to any Affordable Rented Units first being Occupied; PROVIDED THAT the Initial Rent and future rents of any Affordable Rented Units shall always be set by the Registered Provider and any person or entity who has purchased the freehold or Long Headleasehold Interest in any Affordable Rented Units pursuant to

paragraph 12 of this Schedule 1 in accordance with the proximity to target rents contained in the National Rent Regime;

22. Not to initially dispose of any of the Affordable Housing Dwellings on Phase Two otherwise than by way of a mortgage or charge to a Registered Provider by way of a freehold transfer or grant of a Long Headlease for the purposes of providing accommodation for occupiers which is in accordance with the objects of the Registered Provider and which is in accordance with its allocations policy;
23. To give notice in writing to the Head of Legal and Support Services at the Council of:
 - (a) completion of the freehold sale or grant of a Long Headleasehold Interest in an Affordable Housing Dwellings on Phase Two; and
 - (b) the expected date of first Occupation of fifty percent (50%) of the General Market Dwellings on Phase Two at least 3 weeks prior to such expected date,

AND until the freehold sale or grant of a Long Headleasehold Interest in all of the Affordable Housing Dwellings on Phase Two have all been completed, to provide to the Head of Legal and Support Services at the Council on the 25th day of each month from the date of Commencement of Development of Phase Two a development progress report in writing recording the completion of the Affordable Housing Dwellings on Phase Two and giving details of the plot number and size of the Affordable Housing Dwellings completed;

24. If the Development is one which will involve the creation or employment of a management company then details of such management arrangements shall be submitted to the Head of Legal and Support Services at the Council prior to the transfer of any Affordable Housing Dwellings on Phase Two to a Registered Provider and agreed in writing by the Head of Legal and Support Services at the Council (such agreement not to be unreasonably withheld or delayed) at least 2 months prior to Occupation of any Affordable Housing Dwelling on Phase Two;
25. Not to charge an occupier of any of the Affordable Housing Dwellings on Phase Two a service charge unless all items covered under the service charge are eligible for reimbursement in full through the housing benefit system (or any equivalent replacement system from time to time) and until the level of service charge has been agreed in writing by the Head of Legal and Support Services at the Council such agreement not to be unreasonably withheld or delayed;
26. If the Registered Provider at any time while having a legal interest in the Affordable Housing Dwellings (Phase Two) ceases to be accredited or approved by the Homes and Communities Agency or its equivalent successor body:
 - 26.1 To give notice immediately in writing to the Head of Legal and Support Services at the Council of the cessation of accreditation or approval; and
 - 26.2 to transfer all legal interest in the Affordable Housing Dwellings (Phase Two) to another Registered Provider subject to the provisions of this Deed;

- 26.3 A Registered Provider may dispose of its freehold or Long Headleasehold Interest in the Affordable Housing Dwellings (Phase Two) subject to any subsisting leases and the terms of the Deed but otherwise free from the terms of paragraph 12.2 above and thereupon the provisions of paragraph 12.2 above shall become null and void but only in respect of that particular transfer of that or those Affordable Housing Dwellings (Phase Two) PROVIDED THAT:
- 26.3.1 the Registered Provider notifies the Head of Legal and Support Services at the Council in writing that it is seeking a purchaser of its freehold or Long Headleasehold Interest in the Affordable Housing Dwellings (Phase Two); AND
- 26.3.2 the Registered Provider thereafter uses reasonable endeavours to sell and transfer its freehold interest or Long Headleasehold Interest in the Affordable Housing Dwellings (Phase Two) to a new Registered Provider subject to the terms of this Deed including the terms of this paragraph 12 at a price equal to its market value taking into account the existence of the Deed; AND
- 26.3.3 at least three (3) months have elapsed since the said Head of Legal and Support Services at the Council received the written notice referred to at paragraph 12.3.1 above and a contract for the disposal of the freehold or Long Headleasehold in the relevant Affordable Housing Dwellings (Phase Two) has not been exchanged with a new Registered Provider (or completion effected where there is to be no exchange of contracts) despite the current Registered Provider's reasonable efforts such efforts being evidenced in writing to the satisfaction of the Head of Legal and Support Services at the Council.
27. Until such time as the Affordable Housing Dwellings (Phase Two) are transferred pursuant to paragraph 12 of this Schedule 1 not to increase the rent or service charge of the Affordable Housing Dwellings (Phase Two) above the levels prevalent at the time that the Registered Provider ceased to be approved or accredited without the prior written consent of the Council (such consent not to be unreasonable withheld or delayed);
28. In the event that a tenant or other occupier of an Affordable Rented Unit exercises the right to acquire under applicable legislation to 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 within the district of Wychavon;

SCHEDULE 2

Cycling Strategy Contribution (Phase One)

The Owner covenants with the Council as follows:

1. Prior to the first Occupation of the 10th Dwelling on Phase One to pay the Council the Cycling Strategy Contribution (Phase One) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) to be used towards the development of National Cycle Route 41 through Evesham to improve the accessibility to local services by bicycle helping to achieve the objectives set out in the Council's adopted Cycle Strategy (2003) and supporting Wychavon District Local Plan Policy SR5' "Minimising Car Dependency"
2. ~~To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of the Occupation of the 10th Dwelling on Phase One~~
3. If the Cycling Strategy Contribution (Phase One) is not paid to the Council as set out in paragraph 1 above interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Cycling Strategy Contribution (Phase One) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 of this Schedule not to allow or permit the first Occupation of more than 10 (ten) Dwellings on Phase One until the Cycling Strategy Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

Cycling Strategy Contribution (Phase Two)

5. Prior to the first Occupation of the 10th Dwelling on Phase Two to pay the Council the Cycling Strategy Contribution (Phase Two) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) to be used towards the development of National Cycle Route 41 through Evesham to improve the accessibility to local services by bicycle helping to achieve the objectives set out in the Council's adopted Cycle Strategy (2003) and supporting Wychavon District Local Plan Policy SR5' "Minimising Car Dependency"
6. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of the Occupation of the 10th Dwelling on Phase Two

7. If the Cycling Strategy Contribution (Phase Two) is not paid to the Council as set out in paragraph 1 above interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Cycling Strategy Contribution (Phase Two) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
8. Without prejudice to paragraph 1 of this Schedule not to allow or permit the first Occupation of more than 10 (ten) Dwellings on Phase Two until the Cycling Strategy Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 3

Education Contribution (Phase One)

The Owner covenants with the Council as follows:

1. Prior to the first Occupation of 10th (tenth) Dwelling on Phase One to pay to the Council 50% (fifty percent) of the Education Contribution (Phase One) and prior to the Occupation of the 20th (twentieth) Dwelling on Phase One to pay the Council the balance of the Education Contribution (Phase One) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of providing the Educational Facilities
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of first Occupation of the 10th (tenth) Dwelling and first Occupation of the 20th (twentieth) Dwelling on Phase One
3. If the Education Contribution (Phase One) is not paid to the Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Education Contribution (Phase One) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to Occupy or permit the Occupation of more than 9 (nine) Dwellings on Phase One until such time as 50% (fifty percent) of the Education Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the Council; and
5. Without prejudice to paragraph 1 to this Schedule not to Occupy or permit the Occupation of more than 19 (nineteen) Dwellings on Phase One until such time as the balance of the Education Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the Council

Education Contribution (Phase Two)

6. Prior to the first Occupation of 10th (tenth) Dwelling on Phase Two to pay to the Council 50% (fifty percent) of the Education Contribution (Phase Two) and prior to the Occupation of the 20th (twentieth) Dwelling on Phase Two to pay the Council the balance of the Education Contribution (Phase Two) (increased in line with the percentage increase in the Retail Prices

Index from the date of this Deed until the date of payment) in respect of providing the Educational Facilities

7. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of first Occupation of the 10th (tenth) Dwelling and first Occupation of the 20th (twentieth) Dwelling on Phase Two
8. If the Education Contribution (Phase Two) is not paid to the Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Education Contribution (Phase Two) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC
9. Without prejudice to paragraph 1 to this Schedule not to Occupy or permit the Occupation of more than 9 (nine) Dwellings on Phase Two until such time as 50% (fifty percent) of the Education Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the Council; and
10. Without prejudice to paragraph 1 to this Schedule not to Occupy or permit the Occupation of more than 19 (nineteen) Dwellings on Phase Two until such time as the balance of the Education Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the Council

SCHEDULE 4

Worcester Transport Strategy Contribution

The Owner covenants with the County Council as follows:

1. Prior to first Occupation of 1st (first) Dwelling on either Phase One or Phase Two to pay the County Council the Worcester Transport Strategy Contribution (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the Worcester Transport Strategy Contribution shall be used by the County Council towards investment and enhancement of transport infrastructure and services set out in the Worcester Transport Strategy and the Worcestershire Local Transport Plan and in particular to mitigate against the impact the traffic generation from this development will have on the strategic highway network
2. To give notice in writing to the County Council's Head of Legal and Democratic Services at the address herein at least 14 working days prior to the expected date for the Occupation of the 1st (first) Dwelling on either Phase One or Phase Two
3. If the Worcester Transport Strategy Contribution is not paid to the County Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the County Council in addition to the said contribution from the date the Worcester Transport Strategy Contribution became due until the date of full payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to Occupy or allow the Occupation of more than 1 (one) Dwelling on either Phase One or Phase Two until the Worcester Transport Strategy Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council

SCHEDULE 5

Off Site Built Sports Contribution (Phase One)

The Owner covenants with the Council as follows:

1. Prior to the first Occupation of the 10th (tenth) Dwelling on Phase One to pay the Council 50% (fifty percent) the Off Site Built Sports Contribution (Phase One) and prior to the Occupation of the 20th (twentieth) Dwelling on Phase One to pay the Council the balance of the Off Site Built Sports Contribution (Phase One) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) towards improvements at Evesham Rowing Club Evesham and/or Evesham Sports Club Evesham
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for the first Occupation of the 10th (tenth) and the first Occupation of the 20th (twentieth) Dwelling on Phase One
3. If the Off Site Built Sports Contribution (Phase One) is not paid to the Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Off Site Built Sports Contribution (Phase One) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to permit or allow more than 9 (nine) Dwellings on Phase One to be first Occupied until 50% (fifty percent) of the Off Site Built Sports Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council
5. Without prejudice to paragraph 1 to this Schedule not to permit or allow more than 19 (nineteen) Dwellings on Phase One to be first Occupied until the balance of the Off Site Built Sports Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

Off Site Built Sport Space Contribution (Phase Two)

6. Prior to the first Occupation of the 10th (tenth) Dwelling on Phase Two to pay the Council 50% (fifty percent) the Off Site Built Sports Contribution (Phase Two) and prior to the Occupation of the 20th (twentieth) Dwelling on Phase Two to pay the Council the balance of the Off Site Built Sports Contribution (Phase Two) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) towards improvements at Evesham Rowing Club Evesham and/or Evesham Sports Club Evesham

7. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for the first Occupation of the 10th (tenth) and the first Occupation of the 20th (twentieth) Dwelling on Phase Two
8. If the Off Site Built Sports Contribution (Phase Two) is not paid to the Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Off Site Built Sports Contribution (Phase Two) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
9. Without prejudice to paragraph 1 to this Schedule not to permit or allow more than 9 (nine) Dwellings on Phase Two to be first Occupied until 50% (fifty percent) of the Off Site Built Sports Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council
10. Without prejudice to paragraph 1 to this Schedule not to permit or allow more than 19 (nineteen) Dwellings on Phase Two to be first Occupied until the balance of the Off Site Built Sports Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 6

Off Site Formal Sport Contribution (Phase One)

The Owner covenants with the Council as follows:

1. Prior to the Occupation of 10th (tenth) Dwelling on Phase One to pay the Council 50% (fifty percent) of the Off Site Formal Sport Contribution (Phase One) and prior to the Occupation of the 20th (twentieth) Dwelling on Phase One to pay the Council the balance of the Off Site Formal Sport Contribution (Phase One) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of the provision of a synthetic turf pitch at South Wychavon Sports Hub Evesham
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of the first Occupation of the 10th (tenth) Dwelling and the first Occupation of the 20th (twentieth) dwelling on Phase One
3. If the Off Site Formal Sport Contribution (Phase One) is not paid to the Council as set in paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Off Site Formal Sport Contribution (Phase One) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to permit or allow the Occupation of more than 9 (nine) Dwellings on Phase One until 50% (fifty percent) of the Off Site Formal Sport Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council; and
5. Without prejudice to paragraph 1 to this Schedule not to permit or allow the Occupation of more than 19 (nineteen) Dwellings on Phase One until the balance of the Off Site Formal Sport Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

Off Site Formal Sport Contribution (Phase Two)

6. Prior to the Occupation of 10th (tenth) Dwelling on Phase Two to pay the Council 50% (fifty percent) of the Off Site Formal Sport Contribution (Phase Two) and prior to the Occupation of the 20th (twentieth) Dwelling on Phase Two to pay the Council the balance of the Off Site Formal Sport Contribution (Phase Two) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of the provision of a synthetic turf pitch at South Wychavon Sports Hub Evesham
7. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of the first Occupation of the 10th (tenth) Dwelling and the first Occupation of the 20th (twentieth) dwelling on Phase Two
8. If the Off Site Formal Sport Contribution (Phase Two) is not paid to the Council as set in paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Off Site Formal Sport Contribution (Phase Two) became due until the date of full payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
9. Without prejudice to paragraph 1 to this Schedule not to permit or allow the Occupation of more than 9 (nine) Dwellings on Phase Two until 50% (fifty percent) of the Off Site Formal Sport Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council; and
10. Without prejudice to paragraph 1 to this Schedule not to permit or allow the Occupation of more than 19 (nineteen) Dwellings on Phase Two until the balance of the Off Site Formal Sport Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 7

On Site Public Open Space (Phase One)

The Owners covenant with the Council as follows:

1. To layout the On Site Public Open Space (Phase One) in accordance with any conditions attached to the Planning Permission and in accordance with the Public Open Space Plan (Phase One) to the reasonable satisfaction of the Council's Parks Officer and in accordance with all current health and safety requirements from the date that the same is provided until the date of its transfer pursuant to the provisions of this Schedule
2. To remedy any defects in the On Site Public Open Space (Phase One) and replace any planting that is diseased or dying or items that are broken or damaged from the date that the same is provided until they are transferred pursuant to the provisions of this Schedule to the written satisfaction of the Council's Parks Officer
3. Until such time at the On Site Public Open Space (Phase One) is transferred to either a Management Company or the Council to ensure that the On Site Public Open Space (Phase One) is available at all times for use by the general public at large and is maintained to the satisfaction of the Council's Parks Officer and in accordance with any conditions attached to the Planning Permission and the Public Open Space Plan (Phase One)
4. Not to occupy more than 20 (twenty) General Market Dwellings on Phase One until the On Site Public Open Space (Phase One) has been transferred to either (i) a Management Company or (ii) the Council free from incumbrances and together with all necessary rights of access and easements PROVIDED THAT any such transfer of the On Site Public Open Space (Phase One) shall take place within three months of the Council's Parks Officer confirming in writing that the On Site Public Open Space (Phase One) has been maintained (and remedied if applicable) to the Council's Parks Officers reasonable satisfaction in accordance with this Schedule 7
5. That upon the transfer of the On Site Public Open Space (Phase One) to either a Management Company or the Council to ensure that such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Land and each and every part thereof to the effect that the On Site Public Space (Phase One) shall not be used for purposes other than public recreation and or public open space
6. Where the Owner transfers the On Site Public Open Space (Phase One) to a Management Company to provide evidence to the Council of the incorporation of the Management Company and details of its Articles of Association prior to the first Occupation of the 20th (twentieth) General Market Dwelling
7. If the transfer of the On Site Public Open Space (Phase One) is to be made to the Council then

prior to the transfer of the On Site Public Open Space (Phase One) to the Council the Owners shall pay to the Council the On Site Public Open Space Maintenance Contribution (which sum shall be increased in line with the percentage increase in the Consumer Prices Index from 1st April 2010 until the date of payment) to maintain and/or enhance the On Site Public Open Space (Phase One)

8. Within 3 months of the Council's Parks Officer confirming in writing that the On Site Public Open Space (Phase One) is at the required standard referred to in paragraph 5 of this Schedule 7 then such transfer to the Council will take place on the basis that the Council's Parks Officer is satisfied that all of the On Site Public Open Space (Phase One) has been maintained (and remedied (if applicable)) to the Council's Parks Officers satisfaction in accordance with paragraphs 2, 3 and 4 of this Schedule 7 and to transfer all of the approved On Site Public Open Space (Phase One) to the Council for a consideration of £1 (one pound)
9. If the transfer of the On Site Public Open Space (Phase One) is to be made to a Management Company then to complete the said transfer of all of the On Site Public Open Space (Phase One) to the Management Company prior to the first occupation of the 20th (twentieth) General Market Dwelling on Phase One
10. Not to first occupy or permit the occupation of more than 20 (twenty) General Market Dwellings on Phase One until the freehold of the On Site Public Open Space (Phase One) has been transferred to the Council or the Management Company as the case may be
11. To ensure that all of the On Site Public Open Space (Phase One) is available at all times for use by the general public at large
12. If the On Site Public Open Space (Phase One) is not transferred to the Council pursuant to paragraph 8 above to ensure that at all times there shall be in existence a fully functional management company of which one of the principal objects shall be to maintain and enhance the On Site Public Open Space (Phase One)

On Site Public Open Space (Phase Two)

13. To layout the On Site Public Open Space (Phase Two) in accordance with any conditions attached to the Planning Permission and in accordance with the Public Open Space Plan (Phase Two) to the reasonable satisfaction of the Council's Parks Officer and in accordance with all current health and safety requirements from the date that the same is provided until the date of its transfer pursuant to the provisions of this Schedule
14. To remedy any defects in the On Site Public Open Space (Phase Two) and replace any planting

that is diseased or dying or items that are broken or damaged from the date that the same is provided until they are transferred pursuant to the provisions of this Schedule to the written satisfaction of the Council's Parks Officer

15. Until such time at the On Site Public Open Space (Phase Two) is transferred to either a Management Company or the Council to ensure that the On Site Public Open Space (Phase Two) is available at all times for use by the general public at large and is maintained to the satisfaction of the Council's Parks Officer and in accordance with any conditions attached to the Planning Permission and the Public Open Space Plan (Phase Two)
16. Not to occupy more than 20 (twenty) General Market Dwellings on Phase Two until the On Site Public Open Space (Phase Two) has been transferred to either (i) a Management Company or (ii) the Council free from incumbrances and together with all necessary rights of access and easements PROVIDED THAT any such transfer of the On Site Public Open Space (Phase Two) shall take place within three months of the Council's Parks Officer confirming in writing that the On Site Public Open Space (Phase Two) has been maintained (and remedied if applicable) to the Council's Parks Officers reasonable satisfaction in accordance with this Schedule 7
17. That upon the transfer of the On Site Public Open Space (Phase Two) to either a Management Company or the Council to ensure that such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Land and each and every part thereof to the effect that the On Site Public Space (Phase Two) shall not be used for purposes other than public recreation and or public open space
18. Where the Owner transfers the On Site Public Open Space (Phase Two) to a Management Company to provide evidence to the Council of the incorporation of the Management Company and details of its Articles of Association prior to the first Occupation of the 20th (twentieth) General Market Dwelling
19. If the transfer of the On Site Public Open Space (Phase Two) is to be to the Council then prior to the transfer of the On Site Public Open Space (Phase Two) to the Council the Owners shall pay to the Council the On Site Public Open Space Maintenance Contribution (which sum shall be increased in line with the percentage increase in the Consumer Prices Index from 1st April 2010 until the date of payment) to maintain and/or enhance the On Site Public Open Space (Phase Two)
20. Within 3 months of the Council's Parks Officer confirming in writing that the On Site Public Open Space (Phase Two) is at the required standard referred to in paragraph 5 of this Schedule 7 then such transfer to the Council will take place on the basis that the Council's Parks Officer is satisfied that all of the On Site Public Open Space (Phase Two) has been maintained (and remedied (if applicable)) to the Council's Parks Officers satisfaction in accordance with paragraphs 2, 3 and 4 of this Schedule 7 and to transfer all of the approved On Site Public

Open Space (Phase Two) to the Council for a consideration of £1 (one pound)

21. If the transfer of the On Site Public Open Space (Phase Two) is to be to the Management Company then to complete the said transfer of all of the On Site Public Open Space (Phase Two) to the Management Company prior to the first occupation of the 20th (twentieth) General Market Dwelling on Phase Two
22. Not to first occupy or permit the occupation of more than 20 (twenty) General Market Dwellings on Phase Two until the freehold of the On Site Public Open Space (Phase Two) has been transferred to the Council or the Management Company as the case may be
23. To ensure that all of the On Site Public Open Space (Phase Two) is available at all times for use by the general public at large
24. If the On Site Public Open Space (Phase Two) is not transferred to the Council pursuant to paragraph 8 above to ensure that at all times there shall be in existence a fully functional management company of which one of the principal objects shall be to maintain and enhance the On Site Public Open Space (Phase Two)

SCHEDULE 8

Recycling Contribution (Phase One)

The Owner covenants with the Council as follows:

1. Immediately upon the Commencement of Development of Phase One to pay the Council the Recycling Contribution (Phase One) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) such contribution to be applied towards the provision maintenance and improvement of recycling facilities or services for the Development
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of the Commencement of Development of Phase One
3. If the Recycling Contribution (Phase One) is not paid to the Council in accordance with paragraph 1 of this Schedule then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Recycling Contribution (Phase One) became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule above not to or permit or allow the Commencement of Development of Phase One until the Recycling Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 of this Schedule and any interest pursuant to paragraph 3 above has been paid in full to the Council

Recycling Contribution (Phase Two)

5. Immediately upon the Commencement of Development of Phase Two to pay the Council the Recycling Contribution (Phase Two) (increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) such contribution to be applied towards the provision maintenance and improvement of recycling facilities or services for the Development
6. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date of the Commencement of Development of Phase Two
7. If the Recycling Contribution (Phase Two) is not paid to the Council in accordance with paragraph 1 of this Schedule then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Recycling Contribution

(Phase Two) became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC

8. Without prejudice to paragraph 1 to this Schedule above not to or permit or allow the Commencement of Development of Phase Two until the Recycling Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 of this Schedule and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 9

Public Art Contribution (Phase One)

The Owners covenant with the Council as follows:

1. Prior to the Occupation of the first Dwelling on Phase One to pay the Council the Public Art Contribution (Phase One) (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and shall be applied towards a community cohesion project led by the Councils Arts Development Officer to look at elements of local history and/or local distinctiveness;
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for Commencement of the Development of Phase One
3. If the Public Art Contribution (Phase One) is not paid to the Council in accordance with paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from Commencement of the Development of Phase One until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC;
4. Without prejudice to paragraph 1 to this Schedule above not to permit or allow the Development of Phase One to be continued with until the Public Art Contribution (Phase One) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council.

Public Art Contribution (Phase Two)

1. Prior to the Occupation of the first Dwelling on Phase Two to pay the Council the Public Art Contribution (Phase Two) (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and shall be applied towards a community cohesion project led by the Councils Arts Development Officer to look at elements of local history and/or local distinctiveness;
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for Commencement of the Development of Phase Two
3. If the Public Art Contribution (Phase Two) is not paid to the Council in accordance with paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from Commencement of the Development of

Phase Two until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC;

4. Without prejudice to paragraph 1 to this Schedule above not to permit or allow the Development of Phase Two to be continued with until the Public Art Contribution (Phase Two) together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council.

SCHEDULE 10

Bus Stop Contribution

The Owners covenant with the County Council as follows:

- 1.1 Upon Commencement of Development to pay the County Council the Bus Stop Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the Bus Stop Contribution shall be used by the County Council towards upgrading two bus stops on Pershore Road adjacent to the Land
- 1.2 To give notice in writing to the Head of Legal and Democratic Services at the County Council at the address herein at least 14 working days prior to the Commencement of Development
- 1.3 If the Bus Stop Contribution is not paid to the County Council as set out in paragraph 1 above then Interest upon the said contribution shall become payable to the County Council in addition to the said contribution from Commencement of Development until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
- 1.4 Without prejudice to paragraph 1 to this Schedule not to continue with the Development until the Bus Stop Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council

SCHEDULE 11

Pedestrian Cycle Footbridge Contribution

The Contracting Purchaser covenants with the County Council as follows:

1. To calculate the cost of the construction of the new pedestrian cycle footbridge across the River Avon (including ground works) ("the Bridge") and shall notify the County Council of that cost with Supporting Evidence prior to the submission of a reserved matters application for Phase 2.
2. To consider both the Supporting Evidence and the Comparative Report supplied by the County Council in accordance with the covenant in Schedule 16 to this Deed and will seek to agree the cost of construction of the Bridge with the County Council (both parties acting reasonably)

The Owners covenant with the County Council as follows:

3. Upon Commencement of the Development of Phase Two to pay the County Council a sum equal to the cost of construction of the Bridge as agreed under paragraph 2 to this Schedule, up to the maximum sum of the Pedestrian Cycle Footbridge Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the Pedestrian Cycle Footbridge Contribution shall be used by the County Council towards the construction of a new pedestrian cycle foot bridge across the River Avon
4. In the event that at the date of Commencement of Phase Two the cost of the Bridge has not been calculated under paragraph 1 to this Schedule or where the cost cannot be agreed between the County Council and the Contracting Purchaser under paragraph 2, to pay to the County Council the maximum Pedestrian Cycleway Footbridge Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) SUBJECT TO the County Council's covenant in paragraph 4 of Schedule 16 to this Deed
5. To give notice in writing to the Head of Legal and Democratic Services at the County Council at the address herein at least 14 Working Days prior to the expected date of Commencement of Development of Phase Two
6. If the Pedestrian Cycle Footbridge Contribution is not paid to the County Council as set out above then Interest upon the said contribution shall become payable to the County Council in addition to the said contribution from Commencement of Development until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC

Without prejudice to paragraphs 3 and 4 to this Schedule not to continue with the Development on Phase Two until the Pedestrian Cycle Footbridge Contribution together with any increase in the Retail

Prices Index pursuant to paragraph 3 above and any interest pursuant to paragraph 6 above has been paid in full to the County Council

SCHEDULE 12

Link Footpath Contribution

The Owners covenant with the County Council as follows:

- 1.5 Upon Commencement of the Development of Phase Two to pay the County Council the Link Footpath Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the Link Footpath Contribution shall be used by the County Council towards upgrading and improving approach paths to provide a sustainable link between Hampton and Evesham Town Centre.
- 1.6 To give notice in writing to the Head of Legal and Democratic Services at the County Council at the address herein at least 14 working days prior to the expected date of Commencement of the Development of Phase Two
- 1.7 If the Link Footpath Contribution is not paid to the County Council as set out in paragraph 1 above then Interest upon the said contribution shall become payable to the County Council in addition to the said contribution from Commencement of Development until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
- 1.8 Without prejudice to paragraph 1 to this Schedule not to continue with the Development of Phase Two until the Link Footpath Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council

Schedule 13

Part A Public Transport Contribution

The Owners covenant with the County Council as follows:

1. To pay the County Council the Public Transport Contribution in two equal instalments of £68,517.50 (sixty eight thousand five hundred and seventeen pounds and fifty pence) as follows:
 - 1.1 the first instalment to be paid upon Commencement of the Development; and
 - 1.2 the second instalment to be paid upon the 100th Contractual Completion (which sums shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) towards enhancing and diverting the existing 581 service as identified in the Public Transport 20 Year Business Case PT1-BC581_01 dated 04 April 2013 and enhancing the existing 550/551 service as identified in the Public Transport 20 Year Business Case PT1-BC550_02 dated 17 May 2013 and submitted as part of the Application
2. To give notice in writing to the County Council's Head of Legal and Democratic Services (ref LB/3637/538) at the address herein at least 14 days prior to the expected date of Commencement of Development and the 100th Contractual Completion
3. If the Public Transport Contribution is not paid to the County Council immediately upon the due dates interest upon the sum shall become payable to the County Council in addition to the sum from the due dates until the date of payment to the County Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to:
 - 4.1 carry out cause or permit to be carried out any works of construction on the Land until the first instalment of the Public Transport Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council; and
 - 4.2 permit the 101st Contractual Completion until the second instalment of the Public Transport Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council

Part B Public Transport Assessment

5. Following the implementation of the public transport enhancements the County Council shall undertake an annual Public Transport Assessment to provide evidence to demonstrate the

difference between annual operating costs and annual revenue and will take the form of a report prepared and submitted by the County Council and may include but shall not be limited to operating costs and revenue data and passenger demand and shall include a financial forecast for the next 12 months and the annual Public Transport Assessment will also demonstrate how the Public Transport Contribution has been spent and its remaining balance

6. The County Council will continue to produce an annual Public Transport Assessment on each anniversary of the implementation of the public transport enhancement until Practical Completion of the last Dwelling to be constructed
7. If after consideration of any annual Public Transport Assessment it is agreed by the County Council and the Owners in writing (both parties acting reasonably) that that the Public Transport Contribution has been fully expended by the County Council in supporting the Public Transport Service and that the annual operating costs of the Public Transport Service are greater than the annual revenue costs the Owners covenant to pay the Public Transport Contingency Payment in full immediately to the County Council PROVIDED THAT the Public Transport Contingency Payment shall be paid only once whether or not subsequent Public Transport Assessments show that the Public Transport Service continues to fail to support itself
8. If any annual Public Transport Assessment undertaken by the County Council on the provides evidence that the Public Transport Service will be commercially viable no further Public Transport Assessment will be undertaken by the County Council nor will the Owners be required to make the Public Transport Contingency Payment if such payment has not already been required
9. If either the Public Transport Contribution or Public Transport Contingency Payment (if requested) have not been expended in full by the County Council by Practical Completion of the last Dwelling to be constructed on the Development then the Public Transport Contribution and the Transport Contingency Payment or any unexpended balance thereof shall be repaid to the Owners together with any interest accrued at the rate of 1% above the base lending rate of Barclays Bank PLC

Schedule 14

Part A Traffic Regulation Order Contribution

The Owners covenants with the County Council as follows:

1. Upon Commencement of the Development of Phase One to pay to the County Council the Traffic Regulation Order Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) which shall be utilised by the County Council as set out in Part B to this Schedule 13
2. To give notice in writing to the Head of Legal and Democratic Services at the County Council at the address herein at least 14 Working Days prior to the expected date of Commencement of Development of Phase One
3. If the Traffic Regulation Order Contribution is not paid to the County Council as set out in paragraph 1 above then Interest upon the said contribution shall become payable to the County Council in addition to the said contribution from Commencement of Development or until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to continue with the Development of Phase One until the Traffic Regulation Order Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council

Part B Traffic Regulation Order Contribution

The County Council covenants with the Owners as follows:

5. To use the Traffic Regulation Order Contribution for the following purposes all of which relate to and benefit Phase One
 - 5.1 Implementation of a Traffic Regulation Order in Pershore Road extending into the Land the exact location of which is to be determined by the County Council
 - 5.2 Implementation of a Traffic Regulation Order associated with a proposed bus clearway in Peewit Road

SCHEDULE 15

Council's covenants

Repayment of Contributions

1. The Council hereby covenants with the Owners to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council (both acting reasonably) shall agree provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
2. The Council covenants with the Owners that it will refund to the ^{re} ~~original paying party~~ ^{Owners} such amount of any payment made to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within seven years of the date of receipt by the Council of such payment
3. The Council shall provide to the Owners or the original paying party such evidence, as the Owners or the original paying party shall reasonably request in writing in order to confirm the expenditure of the sums paid under this Deed

SCHEDULE 16

County Council's Covenants

Repayment of Contributions

1. The County Council hereby covenants with the Owners to use all sums received from under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the County Council (both acting reasonably) shall agree provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
2. The County Council covenants with the Owners that it will pay to the Owner such amount of any payment made to the County Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten years of the date of receipt by the County Council of such payment.
3. The County Council shall provide to the Owners or the original paying party such evidence, as the Owners or the original paying party shall reasonably request in writing in order to confirm the expenditure of the sums paid under this Deed and shall upon request provide written evidence of any payments received pursuant to this Deed.
4. In the event that the maximum Pedestrian Cycleway Footbridge Contribution is paid under the provisions of paragraph 3 of Schedule 11 to this Deed but that the subsequent calculation to be carried out by the Contracting Purchaser under paragraph 1 of Schedule 11 shows that the cost of construction of the Bridge is less than the maximum Pedestrian Cycleway Footbridge Contribution, the County Council shall repay the difference to the Contracting Purchaser together with any indexation applied to the amount of the difference and interest accrued.
5. **Comparative Report**

Immediately on receipt of the Supporting Evidence (as required by Schedule 11) (and in any event within ten working days of receipt) the County Council covenants to produce a Comparative Report and submit it to the Contracting Purchaser

APPENDIX ONE

Affordable Housing Matrix

Property Type	No.	No. of bedrooms
House	30	1
House	30	2
Bungalow	15	1
Bungalow	10	2
House	10	3
House	5	4