

THIS AGREEMENT is made as a deed on the

day of 2024

BETWEEN:

- (1) [REDACTED] and [REDACTED] of [REDACTED], Crock Street, Donyatt, Ilminster, [REDACTED] (collectively and for the purposes of this Agreement defined as the **"First Owner"**); and
- (2) [REDACTED] of [REDACTED], Daggons Road, Alderholt, Fordingbridge [REDACTED] ("the **Second Owner**"); and
- (3) [REDACTED] and [REDACTED] of [REDACTED], Ringwood Road, Alderholt, Fordingbridge [REDACTED] (collectively and for the purposes of this Agreement defined as the **"Third Owner"**); and
- (4) [REDACTED] of [REDACTED], Ringwood Road, Alderholt, Fordingbridge [REDACTED] (for the purposes of this Agreement defined as the **"Fourth Owner"**); and
- (5) [REDACTED], [REDACTED] and [REDACTED] of [REDACTED], Ringwood Road, Alderholt, Fordingbridge [REDACTED] (collectively and for the purposes of this Agreement defined as the **"Fifth Owner"**); and
- (6) [REDACTED] of [REDACTED] Austen Close, Winchester [REDACTED] (the **"Sixth Owner"**); and
- (7) [REDACTED] and [REDACTED] of [REDACTED], Ringwood Road, North Gorley, Fordingbridge [REDACTED] (the **"Seventh Owner"**); and
- (8) **DUDSBURY HOMES (SOUTHERN) LIMITED** (Company Registered Number: 10527241) of Mazars Llp 5th Floor, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW (the **"Appellant"**); and
- (9) **CLYDESDALE BANK PLC** (Scot. Co. Reg. No. SC001111) of 177 Bothwell Street, Glasgow, Scotland, G2 7ER (the **"Third Owner Mortgagee"**); and
- (10) **LLOYDS BANK PLC** (Co. Reg. No. 2065) of 25 Gresham Street, London, EC2V 7HN (the **"Seventh Owner Mortgagee"**); and
- (11) **DORSET COUNCIL** of County Hall, Colliston Park, Dorchester, Dorset, DT1 1XJ (the **"Council"**).

Each a **"Party"** and together the **"Parties"**

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Background

- (A) The Owners are the registered proprietors at the Land Registry of the Land.
- (B) The Council is the local planning authority, local highways authority and local education authority for the area within which the Land is situated.
- (C) The First Owner is the registered freehold owner of part of the Land whose title is registered under title number DT251348 which is free from encumbrances save for the matters listed in the charges register.
- (D) The Second Owner is the registered freehold owner of part of the Land whose title is registered under title number DT421891 which is free from encumbrances save for the matters listed in the charges register.
- (E) The Third Owner is the registered freehold owner of part of the Land whose title is registered under title number DT49926 which is free from encumbrances save for the matters listed in the charges register.
- (F) The Fourth Owner is the registered freehold owner of part of the Land whose title is registered under title numbers DT52088, HP751469 and DT445563. The Fourth Owner previously held these titles with [REDACTED] as joint tenants. Probate for [REDACTED] estate has been obtained with legal title to DT52088, HP751469 and DT445563 passing automatically to the Fourth Owner. Those aforementioned titles are free from encumbrances save for the matters listed in the charges registers.
- (G) The Fifth Owner is the registered freehold owner of part of the Land whose title is registered under title number DT73722 which is free from encumbrances save for the matters listed in the charges register.
- (H) The Sixth Owner is the registered freehold owner of part of the Land whose title is registered under title numbers DT81757 and DT422355 which is free from encumbrances save for the matters listed in the charges register.
- (I) The Seventh Owner is the registered freehold owner of part of the Land whose title is registered under title number DT451454 which is free from encumbrances save for the matters listed in the charges register.
- (J) The Third Owner Mortgagee is the registered proprietor of the charge dated 18 December 2015 referred to in the charges register of title number DT49926 and has agreed to enter into this Agreement to give its consent to the terms herewith.
- (K) The Seventh Owner Mortgagee is the registered proprietor of the charge dated 9 April 1975 referred to in the charges register of title number DT451454 and has agreed to enter into this Agreement to give its consent to the terms herewith.

- (L) For the purposes of this Agreement the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner, the Sixth Owner, and the Seventh Owner shall be referred to as the "Owner".
- (M) [REDACTED] and [REDACTED] are both deceased. Probate has been granted for [REDACTED] and for [REDACTED].
- (N) Dudsbury Homes (Southern) Limited (Co. Reg. No. 10527241) of Mazars LLP, 5th Floor, Merck House, Seldown Lane, Poole, Dorset, United Kingdom BH15 1TW (the "Appellant") submitted the Application to the Council.
- (O) By a decision notice dated 07 July 2023 the Council refused to grant the Application.
- (P) The Appellant has submitted the Appeal to Secretary of State which has been validated and registered.
- (Q) The Council opposes the Appeal but without prejudice to this opposition the Council considers it expedient should planning permission be granted pursuant to the Appeal that provision should be made for regulating or facilitating the Development or use of the Site in the manner hereinafter appearing and the Council considers that entering into this Agreement will be of benefit to the public.
- (R) The Owner requests that the Inspector appointed by the Secretary of State has regard to the planning obligations in this Agreement as material considerations in the determination of the Appeal.
- (S) The parties agree and acknowledge that all areas of the Development that will be publicly accessible shall not be limited only to residents or Occupiers of the Development, subject always to paragraph 9 of Schedule 8.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

1.1. For the purposes of this Agreement, the following expressions shall have the following meanings, unless the context requires otherwise:

"3G Pitch Contribution"	means the contribution to a 3G sports pitch totalling £ [REDACTED] ([REDACTED] [REDACTED]) Index Linked (as advised by Sport England prior to its payment) to be spent as an additional allowance to be applied
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for or to the construction of other leisure sports facilities;

“Act”

means the Town & Country Planning Act 1990 (as amended);

“Additional Affordable Dwellings”

means Affordable Dwellings to be provided in addition to the Affordable Housing Base Provision in accordance with the Early Stage Review provisions of Part 3 of Schedule 1 of this Agreement and **“Additional Affordable Dwelling”** shall be construed accordingly;

"Additional Affordable Housing Contribution"

means a financial contribution to be determined pursuant to the provisions of Part 3 of Schedule 1 of this Agreement following a Viability Review which if payable shall be payable by the Owner to the Council and used by the Council towards the provision of Affordable Housing;

“Additional First Homes Contribution”

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with Schedule 1, the lower of the following two amounts:

- a. 30% of the sale proceeds; and
- b. The sale proceeds less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation. For this purpose, the “amount due and outstanding to any Mortgagee” shall include all accrued principal monies, interest and

reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage, but for the avoidance of doubt shall not include any other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home,

and which for the avoidance of doubt shall in each case be paid following the deduction of any additional SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

"Additional Affordable Housing Scheme"

means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 3 of Schedule 1 of this Agreement where the Early Stage Viability Review concludes that Additional Affordable Housing is capable of being provided and which:

- a) confirms which Market Dwellings are to be converted into Additional Affordable Dwellings and which tenure;
- b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Dwelling; and
- c) provides an indicative timetable for construction and delivery of the Additional Affordable Dwellings; and

sets out the amount (if any) of any financial contribution also payable towards off-site Affordable Housing if paragraph 4.5 of Part 3 of Schedule 1 applies;

"Affordable Dwelling(s)"

means a Dwelling to be provided as Affordable Housing together with rights and easements over the Land to provide access to the Dwelling and such entrance way corridors, parking areas and other ancillary areas as are

necessary for the enjoyment of such a Dwelling including car parking in accordance with Schedule 1;

“Affordable Housing”

means housing within the meaning of affordable housing as defined by Annex 2 of the NPPF to meet the needs of eligible households whose needs are not met by the market (and comprising Affordable Rented Units and Shared Ownership Units);

“Affordable Housing Base Provision”

means the provision of at least 37% of the Dwellings within the Development to be provided without Public Subsidy and delivered in accordance with the Affordable Housing Mix;

“Affordable Housing Mix”

means the mix of Dwellings to be provided as Affordable Dwellings as provided for in the tables at Appendix 1;

“Affordable Housing Plan”

means the plan to be agreed in writing with the Council for each phase of the Development to show the location, type, tenure of the Affordable Housing in the Development;

"Affordable Housing Scheme"

means the Scheme which will be prepared and agreed in accordance with Part 1 of Schedule 1 and showing the physical location, layout, size, tenure, typical occupancy and specification (including that of any common parts serving the Affordable Dwellings) and whether the Affordable Dwellings have a parking space or a garage as well as the type and tenure of the individual Affordable Dwellings and shall also include the following:

- i. a map or maps illustrating the distribution of Affordable Dwellings across the Development (including details of tenure which shall be in accordance with the Tenure Mix);
- ii. a schedule of accommodation including the floor space of each Affordable Dwelling (m²) and number of bedrooms which shall be in accordance with the Tenure Mix;
- iii. location and tenure type of the Affordable Dwellings which are to be provided as Wheelchair Units; and
- iii. additional information (for example in relation to a scheme of prioritisation for the allocation of the Affordable Housing) as may be reasonably required by the Council;

"Affordable Rent"

means a weekly rent (inclusive of any service charges an Approved Provider seeks to charge in respect of an Affordable Rented Unit) which does not exceed 80 per cent of the Market Rent for a similar dwelling in the locality and with the level of rent to be approved by the Council and **"Affordable Rented"** shall be construed accordingly;

"Affordable Rent Tenancy"

means a tenancy for Affordable Housing for rent only and subject to such terms as permitted by Homes England;

"Affordable Rented Unit/s"

means any of the Affordable Dwellings to be let by an Approved Provider at an Affordable Rent on an Affordable Rent Tenancy;

“Agreement”	means this Deed which is a multilateral planning obligation under section 106 of the Act;
“Allocations and Nominations Policy”	means Dorset Home Choice or any superseding policy;
“Allotments”	means an area of not less than 1.02 hectares within the Development for allotments to be provided by the Owner in accordance with the approved Allotments Specification;
“Allotments Maintenance Contribution”	means a contribution for maintenance to be agreed between the Owner and the Parish Council if the Allotments are transferred to the Parish Council pursuant to Schedule 6;
“Allotments Specification”	means the specification for the Allotments to include proposals and timescales for delivery, details of vehicular and pedestrian access, proposals for maintenance and proposals for transfer to the Parish Council (including the amount of the Allotments Maintenance Contribution) or Management Company and subject to any amendment adjustment or variation to the same as may be agreed between the Parties in writing;
“Appeal”	means the appeal submitted to the Secretary of State pursuant to section 78 of the Act which has been allocated reference number APP/D1265/W/23/3336518;
“Application”	means the application for outline planning permission submitted to the Council for the Development and validated by the Council on

the 28/03/2023 and allocated reference P/OUT/2023/01166;

“Application Stage Build Costs”

means £ [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED])
being the estimated cost of demolition, construction, external works, the costs set out in the Infrastructure Delivery Plan (and associated contingency), professional fees, and the assumed contingency allowance in respect of the Development;

“Application Stage GDV”

means £ [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]) being the estimated gross development value of the Development established by the Application Stage Viability Appraisal;

“Application Stage Viability Appraisal”

means the financial viability appraisal in respect of the Development assessed by Intelligent Land on behalf of the Appellant and dated 13 May 2024;

“Approved Provider”

means

- a. a Registered Provider approved by the Council; or
- b. a provider of housing approved by the Council for the purpose of owning, maintaining and managing Affordable Housing;

“AONB Management Contribution”

means the amount of £ [REDACTED] ([REDACTED] [REDACTED]) per Dwelling constructed at the Development representing a charge for the management of the impact of the Development on the AONB via a ranger service provided by the manager and/or relevant custodian of the AONB, which is calculated on the basis of £ [REDACTED] per year per Dwelling within each Phase of the Development to cover a period of five years;

“AONB”

means the Cranbourne Chase Area of Outstanding Natural Beauty (National Landscape);

“AONB Contribution”

means a one-off capital financial contribution in the sum of £ [REDACTED] ([REDACTED] [REDACTED]) (Index Linked) payable by the Owner to the Council and used towards mitigating the effects of the Development on the AONB in order for the Council to discharge its duty in regard the AONB in relation to the Development in accordance with section 85 of the Countryside and Rights of Way Act 2000;

“Armed Services Member”

means a member of the Royal Navy, the Royal Marines, the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

“Average Intermediate Housing Value” means the average value of Shared Ownership Unit and First Home Unit floorspace per square metre at the Relevant Review Date based on the relevant Development Viability Information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner in accordance with the provisions of this Agreement;

“Average Low Cost Rent Housing Value” means the average value of Affordable Rent floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant Development Viability Information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner in accordance with the provisions of this Agreement;

“Average Open Market Housing Value” means the average value of Market Dwelling floorspace per square metre on the Land at the Relevant Review Date based on the relevant Development Viability Information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner in accordance with the provisions of this Agreement;

“BCIS Index” means the All In Tender Price Index published by the Building Costs Information Services of the Royal Institution of Chartered Surveyors or

such similar index as may from time to time be published to replace such index;

"Benchmark Land Value"

means the agreed benchmark land value of £ [REDACTED] ([REDACTED] [REDACTED]) as determined by the Application Stage Viability Appraisal;

"Biodiversity Net Gain Management Scheme"

means the management scheme to be submitted by the Developer and agreed by the Council prior to the commencement of development that will provide inter alia a ten percent (10%) gain in biological diversity (as known as "biodiversity") in order for the Development (where relevant and applicable) to result in a better quality natural habitat than existed prior to development;

"Build Costs"

means the build costs comprised in construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- a) details of payments made or agreed to be paid under any relevant building contract;
- b) professional fees (not to exceed 9%);
- c) receipted invoices;
- d) costs certified by the Owner's quantity surveyor, costs consultant or agent;
- e) in respect of any Late Stage Review any Additional Affordable Housing Contribution payable pursuant to the Early Stage Review

but for the avoidance of doubt build costs exclude:

- (i) finance, legal and marketing costs;

(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;

(iii) any costs arising from a Fraudulent Transaction

“Bus Travel Voucher”

means a bus travel voucher to be provided to the first Occupiers of each Dwelling that provides for free bus travel within the operating areas of the Council and Hampshire County Council for a period of one (1) year commencing on the first date of Occupation of the Dwelling;

“Care Home Facility”

means the provision of a care facility comprising the Extra Care Units within the Development within the Phasing Part or Delivery of the same to be agreed with the Council;

“Change Control Notice”

means a notice arising from an agreement between the Parties following a review of the SANG Management Plan, containing details in accordance with paragraph 14.2 of Schedule 8;

“Chargee”

means any mortgagee or charge (or any receiver including an administrative receiver appointed by such mortgagee or charge or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security) or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”) and includes the successors in title to such persons;

“CIL Regulations”	means the Community Infrastructure Regulations 2010 (as amended);
“Cluster”	shall mean a group of Affordable Dwellings which does not have contiguous boundaries with another group of Affordable Dwellings
“Commercial Unit”	means any contained separate area of floorspace in commercial use forming part of the Development that is not: i) a Dwelling, ii) the Health Care Centre, iii) the Community Hall, iv) the Leisure/Sports Facility or v) the Local Centre;
“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, included but not limited, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, erection of any temporary means of enclosure, the temporary display of site notices, any operation relating to mineral extraction or advertisements and similar expressions such as “Commence Development” shall be construed accordingly;
“Community Hall”	means a Community Hall to be provided by the Owner as part of the Development within the Local Centre to be provided in accordance with a Reserved Matters Consent and the approved Community Hall Specification;

“Community Hall Specification”

means the specification of the Community Hall which shall be submitted in writing for approval by the Council which include but not be limited to the following:

- indoor sports court
- indoor bowls
- delivery to Turn Key Completion
- a minimum of 316sqm;

“Completion Certificate”

means a certificate confirming that Practical Completion has been reached in respect of the Play Area Land and/or the SANG;

“Compliance Certificate”

means the certificate issued by the Council confirming that a Dwelling is being Disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 5.2 of Part 2 of Schedule 1 applies the Eligibility Criteria (Local);

“Component”

means a part of the Development including but not limited to:

- a) Market Dwellings;
- b) Affordable Dwellings;
- c) Additional Affordable Dwellings;
- d) Provision of floorspace that is not a Market Dwelling; Affordable Dwelling or an Additional Affordable Dwelling;
- e) property; and
- f) land;

“Contribution”

means individually one of the contributions listed below payable by the Owner to the Council pursuant to this Agreement:

- a. AONB Contribution;

- b. AONB Management Contribution;
- c. Dorset Heathlands Strategic Access Management and Monitoring Contribution (SAMM);
- d. Education Contribution;
- e. Highway Management Contribution;
- f. 3G Pitch Contribution;
- g. New Forest SPA / SAC Air Quality Contribution;
- h. New Forest Strategic Access Management and Monitoring Contribution
- i. Public Rights of Way (Dorset) Contribution,
- j. Public Rights of Way (Hampshire) Contribution,
- k. Section 278 Agreement Commuted Sum Contribution;
- l. Travel Plan Monitoring Fee; and
- m. Primary School Contribution,

and collectively the **“Contributions”**;

“Council’s Housing Register”

means the common housing register held by the Council or such other list or register that the Council may in the future hold identifying Local Needs Persons;

“Default Works”

means the meaning in accordance with paragraph 13 of Schedule 8;

“Development”

means the mixed use development of up to 1,700 dwellings including affordable housing and care provision; 10,000sqm of employment

space in the form of a business park; village centre with associated retail, commercial, community and health facilities; open space including the provision of suitable alternative natural green space (SANG); biodiversity enhancements; solar array, and new roads, access arrangements and associated infrastructure (Outline Application with all matters reserved apart from access off Hillbury Road);

"Development Standard"

means a standard to fully comply with the following:-

- a. "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015;
- b. all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time;
- c. Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited; and
- d. parking in accordance with Local Transport Plan parking guidance including provision for parking for people with disabilities,

or such standards that supersede or replace the standards set out in paragraphs (a) to (d) above

"Development Viability Information"

means:

- a) in respect of Formula 1:

- (i) Early Stage Review GDV; and
 - (ii) Early Stage Review Build Costs;
- b) in respect of Formula 2:
- (i) Average Open Market Housing Value;
 - (ii) Average Intermediate Housing Value;
- c) in respect of Formula 3:
- (i) Late Stage Review Actual GDV;
 - (ii) Late Stage Review Actual Build Costs;
 - (iii) Late Stage Review Estimated GDV; and
 - (iv) Late Stage Review Estimated Build Costs; and
- d) in respect of Formula 4:
- (i) Average Open Market Housing Value; and
 - (ii) Average Intermediate Housing Value,

and including in each case supporting evidence to the Council's reasonable satisfaction;

“Discount Market Price”

means a sum which is the Market Value discounted by at least 30%;

“Disposal”

a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- a. a letting or subletting in accordance with paragraph 6 of Part 2 of Schedule 1;
- b. a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for Occupation except where the transfer is to a First Homes Owner; and
- c. an Exempt Disposal,

and "**Disposed**" and "**Disposing**" shall be construed accordingly

"District"

means the administrative area of the Council;

"Dorset Heathlands Strategic Access Management and Monitoring Contribution (SAMM)"

means the sum per Dwelling, of i) £ [REDACTED] ([REDACTED]) per House Index Linked or ii) £ [REDACTED] ([REDACTED]) per Flat Index Linked, to be paid by the Owner to avoid or mitigate against any adverse effect of the Development on the Dorset Heathlands in accordance with policy ME2 of the Local Plan;

"Dwelling"

means a building or part of a building forming part of the Development and designed for residential occupation by a single household, including where applicable, both Market Dwellings and Affordable Dwellings;

"Early Stage Review"

means the upwards only review of the financial viability of the Development at the Early Stage Review Date using Formula 1 and Formula 2 to determine whether Additional Affordable Housing can be viably provided;

“Early Stage Review Build Costs”

means the sum of:

- a) the estimated Build Costs to be incurred;
and
- b) the Build Costs actually incurred

at the Early Stage Review Date;

“Early Stage Review Date”

means the date of the submission of the Development Viability Information pursuant to Part 3 of Schedule 1;

“Early Stage Review GDV”

means the sum of:

- a) the estimated Viability Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and
- b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable), in each case at the Early-Stage Review Date;

“East Dorset”

means the administrative area of East Dorset Council as it existed prior to 30 March 2019;

“Education Contribution ”

means £ [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]) (Index Linked) to be paid in accordance with paragraph 2 of Schedule 3 for the provision of key stage 3 and 4 education;

“Eligibility Criteria”

means either the Eligibility Criteria (National) or Eligibility Criteria (Local) or both;

“Eligibility Criteria (National)”

means criteria which are met in respect of a purchase of a First Home if:

- a. the purchaser is a First Time Buyer (and in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- b. the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

“Eligibility Criteria (Local)”

means criteria (if any) published by the Council at the date of the relevant Disposal of a First Home which are met in respect of a Disposal of a First Home if:

- a. the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National); and
- b. any or all of the following criteria are met:
 - i. the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or
 - ii. the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member; and/or

- iii. the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker;

“Exempt Disposal”

means the Disposal of a First Home in one of the following circumstances:

- a. a Disposal to a spouse or civil partner on the death of the First Homes Owner;
- b. a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- c. a Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order divorce settlement or other legal agreement or order on divorce, annulment or dissolution of the marriage or civil partnership, or the making of a nullity separation or presumption of death order;
- d. a Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 7 of part 2 of Schedule 1 shall apply to such sale),

PROVIDED THAT in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 6 of Part 2 of the Schedule 1;

“External Consultant”

means the external consultant appointed by the Council to assess the appraisal and

statement submitted under Part 3 of Schedule 1 and to assess the Viability Information;

“Extra Care Unit/s”

means a Dwelling which comprises a purpose-built or adapted flat or bungalow with a medium to high level of care available if required, through an onsite care agency registered through the Care Quality Commission (CQC). The Occupier is able to live independently with 24-hour access to support services and staff, and meals are also available;

“First Home”

means a Dwelling which may be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap;

“First Homes Unit”

means a house identified on the Affordable Housing Plan as a First Home;

“First Homes Owner”

means the person or persons having the freehold or leasehold interest in (as applicable) a First Home other than:

- a) the Owner;
- b) another owner, developer or other entity to which the freehold interest or leasehold interest in a First Home or the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for Occupation as a First Home; and

- c) a tenant or subtenant of a permitted letting under paragraph 6 of Part 2 of the Schedule 1;

“First Home Buyer” as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

“First School” a school for children aged between five and nine;

“Flat” a set of rooms forming an individual residential dwelling, within a larger building;

“Formal Sports Provision Contribution” means the sum of £ [REDACTED] ([REDACTED]) (Index Linked) as a contribution towards off-site swimming facilities (as advised by Sports England prior to payment) in Dorset and/or Hampshire in accordance with Sports England advice;

“Formula 1” means the formula identified as "Formula 1" within Appendix 3 to this Agreement;

“Formula 2” means the formula identified as "Formula 2" within Appendix 3 to this Agreement;

“Formula 3” means the formula identified as "Formula 3" within Appendix 3 to this Agreement;

“Formula 4” means the formula identified as "Formula 4" within Appendix 3 to this Agreement;

"Fraudulent Transaction" means:
a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or

artificially increase the Late Stage Review Actual Build Costs; or

- b) a Viability Disposal of a Component that is not an arm's length third party bona fide transaction;

“Habitable Room”

means any room within a Dwelling, the primary use of which is for living/dining or sleeping and which expressly includes kitchens of at least 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

“Health Care Centre”

means a healthcare centre of not less than 325 square metres and the land that it will reside on and associated car parking to be provided by the Owner as part of the Development;

“Health Care Centre Provision

means the provision of the Health Care Centre providing facility for NHS primary care services up to the value of £ [REDACTED] ([REDACTED] [REDACTED]) Index Linked within the Local Centre, which may be added to the application of any external funding (including but not limited to any applicable CIL funding) to provide a larger healthcare centre that may exceed the aforementioned value, in accordance with the requirements in Schedule 5;

“Health Care Centre Specification”

means a written specification for the Health Care Centre to be submitted to (i) the ICB for Hampshire and the Isle of Wight and (ii) the Council for their written approval which shall include but shall not be limited to the details set out at Appendix 2.

“Highways Agreement”

means an agreement made under section 38 and section 278 of the Highways Act 1980 to undertake the works detailed as the highway works;

“Highway Consent”

means any by-law approvals, and other consents, licences, permissions, and orders required from any competent authority, Statutory Undertaker, or person for the carrying out of the Highway Works, including any Traffic Regulation Orders;

“Highway Management Contribution”

means the sum of £ [REDACTED] ([REDACTED] [REDACTED]) Index Linked to cover the cost of managing the highway works to be provided by the Owner as part of the Development pursuant to planning conditions;

“Homes England”

means the Homes and Communities Agency (which trades as Homes England) being a body corporate created by Section 1 of the Housing and Regeneration Act 2008;

“House”

means any residential dwelling that is not a Flat;

“Housing Need”

means the circumstances where a household is currently occupying accommodation that is substandard or unsuitable for its requirements and which has an income that is too low either to buy or rent accommodation appropriate to

their circumstances on the open market (and for the avoidance of doubt this may include circumstances where a household is currently accommodated but requires a form of low cost home ownership);

“Illustrative Planning Strategy”

means the planning strategy annexed to this Deed at Appendix 4 which sets out how the Owner proposes to apply to vary the Planning Permission so that the Primary School can be delivered;

“Integrated Care Board (ICB)”

means a statutory organisation and any subsequent organisation developing a plan for meeting the health needs of the population, managing the NHS budget and commissioning for the provision of health services in a geographical area;

“Income Cap (National)”

means £ [REDACTED] ([REDACTED]) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

“Index”

means the BCIS Index published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or an any successor organisation;

“Index Linked”

means an adjustment in the amount of any of the Contributions paid under this Agreement in accordance with the provisions set out in clause 19 and **“Index Linking”** shall be similarly construed;

“Infrastructure Delivery Plan”	means the Alderholt Meadows Infrastructure Delivery Plan – Project Schedule as amended during the construction of the Development which is annexed to this Agreement at Appendix 5;
“Interest”	means interest at 4% per cent above the base lending rate of the Bank of England from time to time;
“Intermediate Housing”	means affordable housing for sale or rent which may include affordable housing provided on a shared equity basis (including shared ownership and / or equity loans), First Homes or affordable housing provided at intermediate rent;
“Key Worker”	means a person employed or with a confirmed job offer in one of the following categories of employment: <ul style="list-style-type: none"> a. an employee of Dorset County Hospital NHS Foundation Trust; b. an employee within the Dorset health system, including Dorset and/or Hampshire and Isle of Wight ICB and Primary Care providers; c. an employee within the Dorset health system, including Dorset CCG/ICS and Primary Care providers; d. any other public sector employee providing frontline services in areas including health, education, public health, environmental health, town and country planning and community

safety such as teachers, police, firefighters, military personnel, social care and childcare workers;

- e. private sector employees and the self-employed providing frontline services in care and includes teachers, health care, social care and childcare workers; and
- f. any other frontline occupational group experiencing recruitment or retention issues,

AND a Key Worker would be deemed to be employed in one of the following circumstances:

- g. in paid full or part-time permanent employment for sixteen (16) hours or more per week;
- h. working in Dorset on a temporary or zero-hour employment contract that has been in place for at least six (6) months and can demonstrate they have worked at least sixteen (16) hours per week since starting the employment contract;
- i. working in Dorset on a fixed term contract for sixteen (16) hours a week or more;
- j. a permanent or fixed term job offer which they have accepted and meets the above criteria;
- k. if the employer is based outside of Dorset, the employment would have the actual place of work in Dorset - for those with a caseload or have a roving remit (e.g. district nurses, social

workers, police officers etc), the applicant would need to obtain written confirmation from their employer that a substantial amount of their day-to-day duty fell within the District; and

- I. for the self-employed, if the employment required the worker to work outside of Dorset from time to time, they would need to demonstrate that their permanent base of operations was within Dorset,

or such other categories of employment as may be designated and published by the Council from time to time as the “First Homes Key Worker criteria” and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the “Key Worker” criteria which shall apply to that disposal it being acknowledged that at the date of this Agreement the Council has not designated any categories of employment as Key Worker;

“Land”

means the land situated to the south of Alderholt between Hillbury Road and Ringwood Road and land to the west of Ringwood as is registered at the Land Registry under title numbers DT251348, DT421891, DT422355, DT445563, DT451454, DT49926, DT52088, DT73722, DT81757 and HP751469 as outlined in red on Plan 1;

“Late Stage Review”

means the upwards only review of the financial viability of the Development at the Late State Review Date using Formula 3 to determine whether an Additional Affordable Housing Contribution is payable;

“Late Stage Review Actual Build Costs”

means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall include a reasonable contingency in respect of any estimated costs;

“Late Stage Review Actual GDV”

means the sum of:

- a) the value of receipts from any Sale of a Component prior to the Late Stage Review Date excluding incentives and any buyer’s extras;
- b) the Viability Market Value of any Component that has been otherwise Viability Disposed prior to the Late Stage Review Date but not Sold; and
- c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council,

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b);

“Late Stage Review Cap”

means the cap on the Additional Affordable Housing Contribution pursuant to the Late

Stage Review calculated in accordance with Formula 4;

“Late Stage Review Date”

means the date on which 1,000 Dwellings are Occupied pursuant to Part 3 of Schedule 1;

“Late Stage Review Estimated Build Costs”

means the estimated Build Costs yet to be incurred at the Late Stage Review Date which for the avoidance of doubt shall include a reasonable contingency in respect of any estimated costs;

“Late Stage Review Estimated GDV”

means the estimated Viability Market Value at the Late Stage Review Date of all remaining Components that are yet to be Viability Disposed based on detailed comparable evidence;

“Leisure/Sports Facility”

means the facility to be provided in accordance with the Leisure/Sports Facility Provision;

“Leisure/Sports Facility Provision ”

means

- i) the provision of not less than 4.5Ha of formal sports provision areas on the Site in accordance with details and specification to be agreed in writing with the Council;
- ii) to be provided on a site within the Development which is flat and adequately drained the details of drainage to be agreed in writing with the Council;

- iii) to include the provision of two (2) full sized football pitches including drainage;
- iv) the formal sports provision may include a tennis facility subject to details and delivery mechanisms being agreed in writing with the Council;
- v) this will include provision for changing rooms associated with the formal sports provision to Turn Key Completion;

“Local Centre”

means the delivery of a local centre covering an area of no less than 4,000 square metres with one or more buildings and to be delivered within the relevant Phase of the Development full details of which to be agreed in writing with the Council in accordance with the Local Centre Specification;

“Local Centre Specification”

means the details of the Local Centre to be agreed in writing with the Council;

“Local Connection Criteria”

means a connection (calculated from the Start Date) firstly with the primary parish of Alderholt, then neighbouring parishes, then East Dorset and then the District, as follows:

- a. being permanently resident therein for at least 2 years;
- b. in permanent full-time or part-time (minimum 16-hour contract per week) work therein for 6 months. This may include the need to move to the District in connection with permanent employment (minimum 16-hour contract per week) where commuting

from the person's existing home is accepted by the Council as unreasonable. In all cases there should be no break in the period of employment for more than 3 months over the relevant period;

- c. having immediate relatives (i.e. parents, non-dependent children, brother or sister) who have lived therein for at least 5 years and with whom there has shown to have been frequent contact, commitment or dependency;
- d. other categories or relationships may be considered by the Council including foster relationships where clear evidence of frequent contact, commitment dependency is shown;
- e. other special circumstances which create a link to the District (not including residence in a hospital armed forces accommodation holiday let or person or rehabilitation facility) and having been first verified in writing by the Council as having such special circumstances and this may include the need to reside medical support or (with the approval of the Council) some other form of special support;

and in each case with priority given in accordance with any scheme of prioritisation approved as per of the Affordable Housing Scheme pursuant to Part 1 of the Schedule 1 of this Agreement;

“Local Plan”

means the Christchurch and East Dorset Local Plan (2014) and the Saved policies of the East

Dorset Local Plan (2002);

“Local Needs Person”

means a person or persons in Housing Need (together with immediate family and dependents of such a person) who are registered on the Council’s Housing Register and who have a Local Connection with Alderholt and/or have a Local Connection with the District with priority being given to such persons who have a Local Connection with Alderholt AND in either case whose Local Connection to Alderholt or the District has been approved by the Council in writing PROVIDED THAT such approval shall be deemed to have been given if no response is received after five working days from service of such a request for approval by the Approved Provider;

“Local Housing Allowance”

means the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market area and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department for Work and Pensions or such similar framework that may replace it;

“Management Company”

means such companies or bodies as may be established or nominated by the Owner and approved by the Council for the purposes of maintaining the Leisure/Sports Facility, the Community Hall, the Play Area Land, the Allotments and the SANG Land in accordance with this Deed as well as any other relevant common use areas;

“Market Rent”

means the estimated amount for which an Affordable Rented Unit should be let on the date of valuation between a willing lessor and willing lessee (disregarding the obligations in this Agreement) in an arm’s length transaction after proper marketing where the parties have acted knowledgeably, prudently and without compulsion such estimated amount to be agreed between the Council and the Approved Provider or in the absence of such agreement to be determined by the Valuer in accordance with the principles set out above;

“Market Dwelling”

means any Dwelling forming part of the Development whether a flat or a house which is not an Affordable Dwelling and **“Market Dwellings”** shall be construed accordingly;

“Market Value”

means the open market value as assessed by a Valuer of a Market Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standard (January 2014 or any replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation;

“Mortgagee”

means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home;

“New Forest SPA / SAC Air Quality Contribution”

means a financial contribution in the sum of £■■■ per Dwelling Index Linked payable by the

	<p>Owner to the Council and used towards monitoring, management and/or mitigation measures to improve air quality in the New Forest Special Area of Conservation (SAC) / Special Protection Area (SPA) and Ramsar site;</p>
<p>“New Forest Strategic Access Management and Monitoring Contribution”</p>	<p>means a financial contribution in the sum of £■ per Dwelling Index Linked payable by the Owner to the Council and used towards the funding mitigation measures to address impacts from increased recreation (associated with new housing growth) on the New Forest Special Area of Conservation (SAC) / Special Protection Area (SPA) and Ramsar site;</p>
<p>“NHS”</p>	<p>means the National Health Service (England) or any other relevant successor regulatory authority providing publicly funded healthcare;</p>
<p>“NHS Property Services”</p>	<p>means NHS property holding company or equivalent body that holds the Health Care Centre for purposes of provision of NHS primary health care services;</p>
<p>“Notice of Commencement”</p>	<p>means a notice in writing to advise the Council of the date that Commencement of Development will take place;</p>
<p>“NPPF”</p>	<p>means the National Planning Policy Framework published in December 2023 (as may be amended modified or added to from time to time);</p>
<p>"Occupation" and "Occupied"</p>	<p>means occupation for the purposes permitted by the Planning Permission but not including</p>

occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **“Occupy”, “Occupier” and “Occupied”** shall be construed accordingly;

“Owner(s)”

means collectively and for the purposes of this Agreement the First Owner, Second Owner, Third Owner, Fourth Owner, Fifth Owner, Sixth Owner and Seventh Owner;

“Parish Council”

means Alderholt Parish Council whose address is Parish Office, 1 Station Road, Alderholt, Fordingbridge, Hants, SP6 3RB;

“Phase”

means each phase of construction of the Development identified in a phasing plan to be approved by the Council and pursuant to the Planning Permission;

“Phasing Plan”

means the plan to be agreed with the Council by the Developer in accordance with the discharge of and compliance with the relevant condition on the Planning Permission;

“Plan 1”

means the Site Location plan annexed to this Agreement and numbered 1;

“Plan 2”

means the SANG plan annexed to this Agreement and numbered 2;

“Planning Permission”

means the outline planning permission subject to conditions which may be granted pursuant to the Appeal and the expression “Planning Permission” shall include all approvals granted pursuant to it;

“Play Area Land”	means equipped area(s) to be provided within the Development totalling no less than 1.02 hectares and provided on the Land in a location or locations to be agreed in writing with the Council for the provision of equipped space for children and young people in accordance with the Play Area Works Specification;
“Play Area Works”	means works to be carried out under Schedule 9 in accordance with the Play Area Works Specification;
“Play Area Works Specification”	means the specification for local and/or neighbourhood equipped areas for play as recommended by Fields in Trust (formerly the National Playing Fields Association) and to include a maintenance specification to be agreed in writing between the Owner and the Council prior to the completion of the construction of the first Dwelling at the Development in accordance with the Tenth Schedule;
“Policy Surplus”	means the sum calculated in accordance with Formula 1;
“Public Subsidy”	means funding from the Council together with any additional public subsidy secured by the Owner or Approved Provider to support the delivery of the Development;
“Practical Completion”	means: <ul style="list-style-type: none"> a. in respect of First Homes only the stage reached when the construction of a First Home is sufficiently complete that, where

necessary, a certificate of practical completion can be issued and it can be Occupied; or

- b. in respect of all works except those relating to First Homes in relation to any works of construction forming part of the Development or any works required pursuant to this Agreement, completed in all material respects (but not including fitting out) such that a certificate of practical completion in relation to building works can be issued under industry standard construction contracts for such works and “Practically Completed” shall be construed accordingly;

“Price Cap”

means the amount for which a First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed [REDACTED] (£[REDACTED]) or such other amount as may be published from time to time by the Secretary of State;

“Primary School”

means a two-form entry primary school and/or first school to be provided on the Primary School Land;

“Primary School Application”

means an application for outline planning permission for the Primary School to be submitted by the Owner to the Council in accordance with Schedule 11;

“Primary School Contribution”

means a financial contribution in the sum of £[REDACTED] ([REDACTED] [REDACTED]) Index Linked LESS the Primary

School Land Value of £ [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]) payable by the Owner to
the Council pursuant to Part 4 of Schedule 11;

“Primary School Delivery Plan”

means the plan to be submitted by the Owner to the Council in accordance with Part 2 of Schedule 11 which shall include the following:

- whether the proposal is for a Primary School or a First School
- the proposed location of the Primary School Land
- details of ground levels of the Primary School Land
- the steps that the Owner will take (if they have not already taken steps) to amend the Planning Permission pursuant to the Illustrative Planning Strategy or other proposed strategy
- details of the location and capacities of the Primary School Services
- specification of the proposed perimeter fencing
- proposed access to and from the Primary School Land

“Primary School Land”

means the land of not less than 2ha in area within the Development in a location to be agreed by the Owner and the Council in writing pursuant to the Primary School Delivery Plan to be agreed in accordance with the provisions of Schedule 11;

“Primary School Notice”

means the notice to be served by the Owner on the Council under Part 1 of Schedule 11 specifying its preference of the St James’ Expansion Option or provision of the Primary School and accompanying the notice the

Owner shall provide outline proposals for both options and a detailed explanation of why the Owner has chosen the particular option;

“Primary School Services”

means surface water sewerage, foul water sewerage, water supply, electricity, gas and telecommunications including fibre optic broadband at capacities to be specified by the Council;

“Protected Tenant”

means any tenant who:

- a. has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or equivalent contractual right) in respect of a particular Affordable Dwelling;
- b. has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Dwelling;
- c. has been granted a Shared Ownership Lease (or similar arrangement where a share of the Affordable Dwelling is owned by the tenant and a share is owned by the Approved Provider) in respect of a particular Affordable Dwellings and the tenant has Staircased Out;

“Public Rights of Way (Dorset) Contribution”

means the sum of £ [REDACTED] ([REDACTED] [REDACTED]) Index Linked for the forecast financial contributions for the resurfacing of Public Rights of Way along with a commuted sum for on-going maintenance;

“Public Rights of Way (Hampshire) Contribution”

means the sum of £ [REDACTED] ([REDACTED] [REDACTED]) Index Linked for the forecast financial contributions for the resurfacing of Public Rights of Way along with a commuted sum for on-going maintenance;

“Qualifying Dwelling”

means a Dwelling (house or flat) which has two or more bedrooms;

“Reasonable Endeavours”

means it is agreed by the parties that the party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable;

“Registered Provider” and “RP”

means a registered provider as defined by the Housing and Regeneration Act 2008 and **“Registered Providers”** shall be construed accordingly;

“Relevant Review Date”

means the Early Stage Review Date or the Late Stage Review Date (as the context requires);

“Remedial Notice”

means a notice issued by the Council requiring remedial works to be carried out to the Allotments, Community Hall, Health Care Centre, Leisure/Sports Facility, Play Area Land or the SANG;

“Reserved Matters Application”	means an approval by the Council of a reserved matters application made pursuant to the Planning Permission for some or all of the Development;
“Reserved Matters Consent”	means an approval of a Reserved Matters Application by the Council;
“Sale”	means: <ul style="list-style-type: none"> a) the sale of the freehold of a Component; or b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent, and “Sell” and “Sold” shall be construed accordingly;
“Section 278 Agreement Commuted Sum Contribution”	means the sum of £ [REDACTED] ([REDACTED]) Index Linked representing the commuted sums in relation to those works included within Schedule 3;
“Suitable Alternative Natural Greenspace (“SANG”)	means the areas of suitable alternative natural greenspace to be provided to mitigate the impact of the Development on the Dorset Heathlands in accordance with Schedule 8 and to total no less than 53 hectares and as shown on Plan 2;
“SANG Bond”	means the total sum of £ [REDACTED] ([REDACTED]) Index Linked to be paid by to the Council as a bond in respect of the Council having to undertake the management and maintenance of the SANG Land or undertake any SANG Works on the SANG Land in the event that the Owner is

unable to comply with the SANG Management Plan at any time throughout the SANG Period;

“SANG Completion Certificate”

means a certificate to be granted by the Council confirming that it is satisfied (acting reasonably) that the works to create the SANG have been completed in accordance with the approved SANG Management Plan;

“SANG Land”

means the land illustrating the SANG, comprising the Cross Roads Plantation SANG, Alderholt Common SANG and Harbridge Drove SANG shown edged green on the plan appended as Plan 2;

“SANG Management Plan”

means a detailed plan for the creation of and the ongoing maintenance of the SANG as approved by the Council and which must include:

- a. details of the works to create the SANG including a method statement and a timeline including an appropriate phasing plan;
- b. details of the programme for the replacement of essential infrastructure;
- c. details for the promotion of the SANG as open access land to the Occupiers of and visitors to the Development;
- d. details of the proposed signage for the SANG and linkage to the Development; and
- e. provisions for the monitoring of the SANG by the Council in conjunction with other agencies including Natural

England and the Urban Heaths Partnership;

and which is provided as the approved SANG management plan *Alderholt Meadows Fordingbridge Technical Appendix 9.4: Outline Suitable Alternative Natural Greenspace (SANG) Creation and Management Plan (reference: 22/40-4B)* dated 7 December 2022, relating to the SANG Land in accordance with Schedule 8 or such alternative plan as may be agreed in writing with the Council;

“SANG Period”

means a period of 80 (eighty) years from the date of first Occupation of the first Market Dwelling at the Development;

“SANG Service Charge/s”

means the charge levied on the owners of the Dwellings in respect of the management and maintenance costs of the SANG;

“SANG Works”

means the works to construct and deliver the SANG Land as described more particularly in Schedule 8;

“SDLT”

means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

“Secretary of State”

means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and any successor in function;

“Section 73 Permission”

means a planning permission granted by the Council pursuant to an application made under section 73 or section 73A of the Act;

a.

“Shared Ownership Lease”	means a lease for the rent and sale of an Affordable Dwelling provided on terms which accord with the requirements of Homes England for shared ownership tenure and “Shared Ownership” shall be similarly construed;
“Shared Ownership Unit”	means the Affordable Dwellings to be constructed as subsidised housing for shared ownership pursuant to a Shared Ownership Lease (and the “Shared Ownership Units” means all of them);
“Sleepbrook Farm Buffer”	means the area of land shown edged blue on Plan 1 of this Agreement (named 22-1126 LP.01 Rev D Location Plan) which is within the Appellant’s control and will be delivered by the same in order to act as a SANG Land buffer;
“Sleepbrook Farm Land Mitigation and Grazing Management Plan”	means the Plan in relation to the management of, and grazing on Sleepbrook Farm Buffer, which is to be submitted to, and approved in writing by the Council, which must include but not be limited to: fencing arrangements and maintenance of the same between Sleepbrook Farm Buffer and the SANG Land;
“St James’ School”	means St James’ Church of England First School and Nursery, Park Lane, Alderholt;
“St James’ Expansion Option”	means the expansion of St James’ School from its current capacity of 150 pupils to 300 pupils and 56 nursery and pre-school places

to be undertaken by the Owner on behalf of St James' School;

“St James’ Expansion Option Delivery Plan”

means the plan to be submitted by the Owner to the Council in accordance with Part 5 of Schedule 11 which shall set out how the Owner intends undertake and complete the St James’ Expansion Option which shall include:

- details of the planning application that the Owner proposes to submit
- design proposals and confirmation that it has the support of the management of St James’ School and the local education authority
- details of approvals obtained or to be obtained from the Department of Education
- details of proposed timescales for construction
- details of de-canting arrangements for existing pupils

“Staircased Out”

means the exercise of a right of a tenant under a lease to purchase an increased share of the equity and accordingly to become the freehold owner of the Shared Ownership Unit;

“Start Date”

means the date immediately preceding the date on which the Affordable Dwelling is Occupied by a Local Needs Person;

"Statutory Undertaker"

means any company, corporation, board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;

“Target Return”

means a blended profit on value of 16.64% for all the Components;

“Tenure Mix”

means the tenure mix of the Affordable Dwellings across the Development as a whole which shall be split into the following percentages:

- a) no more than 65% to be provided as Market Dwellings;
- b) at least 9% to be provided as First Homes Units;
- c) at least 18% to be provided as Affordable Rented Units; and
- d) at least 8% to be provided as Shared Ownership Units,

and to be provided in accordance with the Affordable Housing Mix;

“Transfer”

means a freehold transfer (or the making of a freehold transfer) of land with full title guarantee and vacant possession and free from encumbrances (save for any encumbrances existing prior to the date of this Agreement) and **“Transferred”** shall be construed accordingly;

“Travel Plan (Commercial)”

means a document containing a package of measures encouraging alternative modes of transport which has been written in accordance with the Council’s Supplementary Planning Guidance on Travel Plans and any guidance amending, consolidating, or

replacing it from time to time in respect of the Occupier's travel to and from the commercial units in the Development and to be for a duration of no less than 5 years from first Occupation;

“Travel Plan (Residential)”

means a document containing a package of measures encouraging alternative modes of transport which has been written in accordance with the Council's Supplementary Planning Guidance on Travel Plans and any guidance amending, consolidating, or replacing it from time to time in respect of the travel of the Occupiers of or to or from any residential unit or Dwelling in the Development and to be for a duration of no less than 10-15 years from first Occupation;

“Travel Plans”

means the Travel Plan (Commercial) and the Travel Plan (Residential) and “Travel Plan” shall be construed accordingly and “Approved Travel Plan” means a Travel Plan which has been submitted to and approved by the Council;

“Travel Plan Monitoring Fee”

means the sum of £ [REDACTED] ([REDACTED]) Index Linked [REDACTED] towards the monitoring of the Travel Plans as approved by the Council in accordance with the Council's supplementary planning guidance on travel plans (to be agreed with the Council and Hampshire County Council);

“TRO #1”

means the traffic regulation order which will be funded by the Developer in accordance with the relevant Highway license and service charge applicable for the year in which the

TRO #1 is applied for as published on the Council's website or notified by the Council to the Owner to reduce the speed limit on Hillbury Road;

"TRO #2"

means the traffic regulation order which will be funded by the Developer in accordance with the relevant Highway license and service charge applicable for the year in which the TRO #2 is applied for as published on the Council's website or notified by the Council to the Owner to reduce the speed limit on Fordingbridge Road (alongside FW/CW);

"Turn Key Completion"

means that the Community Hall, Leisure/Sports Facility and/or Health Care Centre has been completed in accordance with the relevant planning permission, this Agreement and the Community Hall Specification and Health Care Centre Specification (including approval by the Hampshire and Isle of Wight ICB) or as applicable and is ready to use or to be handed over for its intended use without further works and as confirmed in writing by the Council;

"Valuer"

means:

- a. in respect of First Homes a Member or Fellow of the Royal Institution of Chartered Surveyors being a registered valuer appointed by the First Homes Owner and acting in an independent capacity;

- b. in respect of all cases other than First Homes an independent expert who is a Member or Fellow of the Royal Institution of Chartered Surveyors and approved in writing by the Council and in the absence of agreement as nominated by the President (or other appropriate person) of the RICS on the application of either party;

“Viability Disposal”

means:

- a) the Sale of a Component(s);
- b) the grant of a lease of a term of less than 125 years of a Component; or
- c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component

ALWAYS excluding Fraudulent Transactions and “Viability Dispose”, “Viability Disposals” and “Viability Disposed” shall be construed accordingly;

“Viability Market Value”

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:

- a) a willing seller and a willing buyer;
- b) that, prior to the date of valuation, there has been a reasonable period of not less than three months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price

and terms and for the completion of the sale;

c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

“Viability Review”

means the Early Stage Review and / or Late Stage Review as the context requires;

“Wheelchair Units”

means 10% of the Affordable Dwellings which shall be designed and equipped to enable access and use by people with reduced mobility and which complies in all respects with the following Building Regulations 2015 requirements:

- a. 9% of the Affordable Dwellings to be provided in accordance with Approved Document M Volume 1 M4(2); and
- b. 1% of the Affordable Dwellings to be provided in accordance with Approved Document M Volume 1 M4(3);

“Working Day”

means a day (other than a Saturday, Sunday, or public holiday in England) when banks in London are open for business and the term **“Working Days”** shall be construed accordingly; and

“Unit”

means the Affordable Dwellings and Market Dwellings and **“Units”** shall be construed accordingly.

2. Construction

- 2.1. Words importing the masculine include the feminine and the neuter and vice versa and words denoting actual persons include companies, corporations, and firms and all such words shall be construed interchangeable in that manner.
- 2.2. Words importing the singular include the plural and vice versa.
- 2.3. In this Agreement unless the context otherwise requires the expressions “the Council”, “the Owner” and substituted words therefor shall include their respective successors in title, personal representatives and assigns and in the case of the Council the successors to its respective statutory functions.
- 2.4. Where more than one person is obliged to observe or perform an obligation, the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.5. Where reference is made in this Agreement to clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.6. Where reference is made in this Agreement to a Working Day, it shall mean a day that is not a Saturday, Sunday, Christmas Day, Good Friday, or any day that is a bank holiday under the Banking and Financial Dealings Act 1971.
- 2.7. Clause headings shall not affect the interpretation of the Agreement.
- 2.8. Any reference to an Act of Parliament includes any modification, extension, or re-enactment of that Act for the time being in force and includes all instruments, order, plans, regulations, permissions, and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.9. Any obligation, covenant, undertaking or agreement by any party to this Agreement not to do act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.
- 2.10. References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party, and references to any local authority shall include the successors to its various statutory functions.
- 2.11. The clause headings contained in this Agreement are indicative of the meaning and intent of the clauses to which they respectively refer and are intended to assist in the interpretation of this Agreement and may be taken into account accordingly.

3. Enabling Provisions

- 3.1. This Agreement is made as a deed pursuant to the following:
 - 3.1.1. Section 106 of the Act;
 - 3.1.2. Section 111 of the Local Government Act 1972;
 - 3.1.3. Section 1 of the Localism Act 2011; and
 - 3.1.4. All other enabling powers,

and has been entered into by the Council pursuant to those powers.

- 3.2. The obligations, covenants and undertakings on the part of the Owner in this Agreement are planning obligations for the purposes of section 106 of the Act which bind the Owner's interest in the Land. Subject to Clause 17.2, the obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they are enforceable by the Council not only against the Owner but against any successors in title or assigns of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it AND so far as the obligations, covenants and undertakings in this Agreement are given by or to the Council they are entered into under the relevant powers referred to in Clause 3.1 and those obligations, covenants and undertakings are enforceable by or against the Council.
- 3.3. This Agreement shall apply to any Section 73 Permission in the same way as it applies to the Planning Permission provided that for the avoidance of doubt where the Council deems it appropriate the Council may require a further agreement under section 106 of the Act to secure additional obligations concerning the Section 73 Permission.

4. Commencement

- 4.1. This Agreement shall come into immediate effect on the date of this Agreement save for the obligations in the Schedules of this Agreement which are conditional upon the grant of the Planning Permission and the Commencement of the Development save further for those obligations expressed to be complied with prior to Commencement.
- 4.2. The planning obligations contained within this Agreement are conditional upon the Inspector or the Secretary of State finding that such planning obligations are:
 - 4.2.1. necessary to make the Development acceptable in planning terms;
 - 4.2.2. directly related to the Development; and
 - 4.2.3. fairly and reasonably related in scale and kind to the Development.
- 4.3. If the Inspector or the Secretary of State concludes that a planning obligation within this Agreement is incompatible with one or more of the tests for planning obligations set out in regulation 122 of the CIL Regulations (or any successor tests for planning obligations) and/or paragraph 57 of the National Planning Policy Framework and accordingly attaches no weight to the obligation in determining the Appeal then the relevant obligation shall, from the date of the Inspector's or Secretary of State's decision letter, cease to have effect and the Owner shall be under no obligation to comply with the obligation but such cancellation shall not affect the validity of enforceability of the remaining provisions of this Agreement which shall remain in full force and effect.
- 4.4. For the avoidance of doubt, none of the planning obligations in this Agreement will be binding if:
 - 4.4.1. the Inspector or the Secretary of State dismisses the Appeal such that the Planning Permission is not granted; or
 - 4.4.2. the Inspector or the Secretary of State finds that none of the planning obligations contained within this Agreement satisfy the tests for planning obligations set out at

regulation 122 of the CIL Regulations (or any successor tests for planning obligations) and/or paragraph 57 of the National Planning Policy Framework and accordingly attaches no weight to any of the obligations in determining the Appeal.

5. Covenants by the Owner

- 5.1. The Owner (and where relevant and applicable, the Appellant) hereby covenants with the Council:
- 5.1.1. to observe and perform the planning obligations within this Agreement;
 - 5.1.2. to comply with all other provisions covenants and other stipulations contained in this not being planning obligations within this Agreement; and
 - 5.1.3. that there are no interests (legal or equitable) in the Land other than detailed in this Agreement.
- 5.2. The Owner shall permit any person duly authorised by the Council to enter the Land upon reasonable notice and at any reasonable time (except in an emergency) at any reasonable hour to ascertain whether there is or has been any breach of the planning obligations or any other provisions covenants or stipulations hereunder within this Agreement.

6. The Mortgagees' Consent

- 6.1. The Third Owner Mortgagee and the Seventh Owner Mortgagee are parties to this Agreement for the purpose of consenting to the Third Owner and the Seventh Owner respectively entering into this Agreement and the provisions hereof binding the Land and that the security of the Third Owner Mortgagee and the Seventh Owner Mortgagee over the Land shall take effect subject to this Agreement PROVIDED THAT the Third Owner Mortgagee and the Seventh Owner Mortgagee shall not have any liability in respect of this Agreement save if the Third Owner Mortgagee or Seventh Owner Mortgagee become a mortgagee in possession of that part of the Land for which it has a mortgage and for the avoidance of doubt those mortgagees shall not be liable for any pre-existing breach or breaches.
- 6.2. Any mortgagee of the Land shall only be liable for any breach of the provisions of this Agreement during such period as it is a mortgagee in possession of part of the Land in which they have a mortgage in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

7. Covenants by the Council

The Council **HEREBY COVENANTS** with the Owner that it will observe the obligations imposed on the Council as set out in Schedule 17.

8. Enforceability

- 8.1. The above covenants shall be enforceable by the Council as Local Planning Authority against the Owner and any person deriving title under them in respect of their interest or any lesser interest

in the Land as if that person had also been a party to this Agreement in respect of the interest for the time being held by him.

8.2. This Agreement shall not be enforceable against:

- 8.2.1. owners or owner-occupiers or tenants of any individual Market Dwelling nor against those deriving title from any of them;
- 8.2.2. owners or owner-occupiers or tenants of any Affordable Dwelling(s) nor against those deriving title from any of them (save in respect of the Schedule 1 hereto which shall be enforceable against owners or owner-occupiers or tenants of any Affordable Dwelling(s) and against those deriving title from any of them);
- 8.2.3. any statutory undertaker holding an estate or interest in the Land or part of the Land nor against plant equipment conduits or structures located there for its operational purposes;
- 8.2.4. anyone whose only interest in the Land or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Land; nor
- 8.2.5. any Registered Provider acquiring an interest in the Land pursuant to the Schedule 1 save that such Registered Provider shall be bound by the provisions of the said Schedule 1.

9. General

9.1. The Parties agree that:

- 9.1.1. nothing in this Agreement constitutes the grant or an obligation to grant the Planning Permission;
- 9.1.2. nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function;
- 9.1.3. nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers;
- 9.1.4. the obligations contained in this Agreement are planning obligations for the purpose of Section 106 of the Act;
- 9.1.5. this Agreement constitutes a deed;
- 9.1.6. this Agreement is enforceable by the Council as local planning authority;
- 9.1.7. this Agreement shall be registered as a local land charge by the Council;
- 9.1.8. no provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement, except that the application of that Act shall not prevent all or any of the future successors in title or to the statutory functions of any of the parties to this Agreement from being able to benefit from or to enforce any of the obligations in this Agreement;

- 9.1.9. following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the register of Local Land Charges in respect of this Agreement if they receive a written request from the Owner to do so (and subject to the Owner paying the Council's reasonable costs incurred in responding to the request);
- 9.1.10. where the agreement, approval, consent or expression of satisfaction is required by one party from another party under the terms of this Agreement, such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed, and (if given) shall be given in writing (and shall be of no effect unless given in writing);
- 9.1.11. any such agreement, approval, consent or expression of satisfaction shall unless otherwise stated in this Agreement be given on behalf of the Council by the Head of Planning or other appropriate manager or officer with relevant delegated or nominated power within the Council and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered address (as appropriate) of the relevant party;
- 9.1.12. insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement; and
- 9.1.13. this Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

10. Costs

The Appellant shall pay to the Council prior to completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation, and execution of this Agreement and the Council's administrative sealing fee of £[REDACTED].

11. No fetter of discretion

Nothing (contained or implied) in this Agreement shall fetter or restrict the Council's statutory rights, powers, discretions, and responsibilities.

12. Waiver

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. Future Permissions

Unless specifically stated otherwise, nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or modification, variation, or amendment thereof) granted after the date of the Planning Permission.

14. Change in Ownership

The Owner agrees with the Council to give the Council a written notice within ten (10) Working Days of any change in ownership of its interest in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of that part of the Land or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to the sale or lease of any individual Dwelling or any disposal to any Statutory Undertaker for their operational purposes or to any mortgage or charge on the Land.

15. Release

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest or in respect of an outgoing owner of a First Home who is required to pay the Additional First Homes Contribution in accordance with Part 2 of the Schedule 1 of this Agreement.

16. Determination of this Agreement

- 16.1. The obligations in this Agreement (with the exception of clause 8) shall cease to have effect if before the Commencement of the Development, the Planning Permission:
 - 16.2. expires;
 - 16.3. is varied or revoked other than at the request of the Owner; or
 - 16.4. is quashed following a successful legal challenge.

17. Disputes

- 17.1. In the event of any dispute or difference arising between the parties to this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares. A person appointed pursuant to this

clause shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:

- 17.1.1. Each party to the dispute must submit its first representations to the person appointed under clause 17.1 above within 28 days of the person appointed writing to the parties requesting such representations; and
- 17.1.2. Once the parties to the dispute have received the first representations that each has submitted to the person appointed under clause 17.1.1 above, they shall have a further 14 days to submit to the person appointed their response to these first representations.
- 17.2. The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief; injunction; specific performance; payment of any sum; damages; any other means of enforcing this Agreement and consequential and interim orders and relief.
- 17.3. This clause 17 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.
- 17.4. This clause 17 does not apply to any dispute which may arise in relation to any matter which is expressly to be agreed or approved or determined by any party in its absolute discretion pursuant to this Agreement or in relation to any failure or delay by such a party in agreeing or approving or determining any such matter.
- 17.5. This clause 17 does not apply to any dispute arising out of Schedule 11 (Primary School).

18. Notices

- 18.1. Any notices to be served on the Council under the provisions of this Agreement shall be served on and marked for the attention of the Head of Planning and sent by Royal Mail Special Delivery unless otherwise provided for in a particular clause or paragraph in this Agreement.
- 18.2. For the avoidance of doubt this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.
- 18.3. The Owner shall serve advance notice on the Council marked for the attention of the Head of Planning at least 8 Working Days prior to each of the matters stipulated below occurring:
 - 18.3.1. the Commencement of Development;
 - 18.3.2. Practical Completion;
 - 18.3.3. First Occupation;
 - 18.3.4. The Owner shall not Commence Development until it has served the notice under clause 18.3.1.
 - 18.3.5. The Owner shall not first Occupy until it has served the notice under clause 18.3.3 above.

19. Use Of Contributions And Interest

- 19.1. Nothing in this Agreement binds the Owner to pay:

- 19.1.1. any Contribution before the date on which it is due under the Schedules; or
 - 19.1.2. any Contribution if the relevant due date for that contribution is not reached; or
 - 19.1.3. any greater Contribution other than as provided for in this Agreement.
- 19.2. The Council is entitled to use all interest accrued, in howsoever way they decide in each Contribution specified in the Schedules from the date of actual payment of the Contribution until the date when the Contribution is spent.
- 19.3. In the event of any delay by the Owner in making any payment required under this Agreement, Interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment.
- 19.4. Any money from time to time held by the Council in respect of any payment made to the Council by the Owner under the provisions of this Agreement will in any event become the absolute property of the Council and will not be subject to return by the Council to the party who made that payment if that party:
- 19.4.1. becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it; or
 - 19.4.2. passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party; or
 - 19.4.3. enters into any arrangement, scheme, compromise, moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Agreement.
- 19.5. The Council may spend part of any of the financial contributions specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

20. Indexation

All sums of money payable to the Council under this Agreement shall be increased (as at the date or dates on which each payment is made) in accordance with the following formula:

$$C = \text{£}Y \times \frac{B}{A}$$

where:

- A** is the value of the Index specified in the provision concerned or, if none is specified, the Index, last published before the date of this Agreement;
- B** is the value of such Index last published before the date on which the payment in question is made;
- C** is the sum in question after application of this formula; and
- £Y** is the sum to which this formula is applied;

provided that if the Index shall cease to exist, there shall be substituted such other index of building costs as shall be specified by the Council and provided further that if the application of this calculation produces a reduction in the sum in question, such sum shall remain unchanged.

21. VAT

All payments under this Agreement to be made by the Owner to the Council (with the exception of the Council's legal fees under clause 10) shall unless otherwise stated be exclusive of any value added tax properly payable.

22. Severability

Each clause, sub-clause, Schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, sub-clause, Schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, Schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, Sub-clause, schedule or paragraph contained herein.

23. Delivery

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

24. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

IN WITNESS of which this Agreement has been executed as a Deed the day and year first before written

SIGNED as a **DEED** by the said [REDACTED]
[REDACTED]

in the presence of:

Witness.....

Name.....

Address.....

.....

.....

Occupation.....

SIGNED as a **DEED** by the said [REDACTED]
[REDACTED]

in the presence of:

Witness.....

Name.....

Address.....

.....

.....

Occupation.....

SIGNED as a **DEED** by the said [REDACTED]
[REDACTED]

in the presence of:

Witness.....
Name.....
Address.....
.....
.....
Occupation.....

SIGNED as a **DEED** by the said [REDACTED]
[REDACTED]

in the presence of:

Witness.....
Name.....
Address.....
.....
.....
Occupation.....

SIGNED as a **DEED** by the said [REDACTED]
[REDACTED]

in the presence of:

Witness.....
Name.....
Address.....
.....
.....
Occupation.....

SIGNED as a **DEED** by the said
[REDACTED]

in the presence of:

Witness.....
Name.....
Address.....
.....
.....
Occupation.....

SIGNED as a **DEED** by the said

in the presence of:

Witness.....

Name.....

Address.....

.....

.....

Occupation.....

SIGNED as a **DEED** by the said

in the presence of:

Witness.....

Name.....

Address.....

.....

.....

Occupation.....

SIGNED as a **DEED** by [REDACTED]
in their capacity as Executor to [REDACTED]
[REDACTED]

in the presence of:

Witness.....
Name.....
Address.....
.....
.....
Occupation.....

SIGNED as a **DEED** by [REDACTED]
in their capacity as Executor to [REDACTED]
[REDACTED]

in the presence of:

Witness.....
Name.....
Address.....
.....
.....
Occupation.....

SIGNED as a **DEED** by

**DUDSBURY HOMES (SOUTHERN)
LIMITED**

acting by _____,
a director, in the presence of:

.....

SIGNATURE OF DIRECTOR

Director

.....

SIGNATURE OF WITNESS

NAME:

ADDRESS:

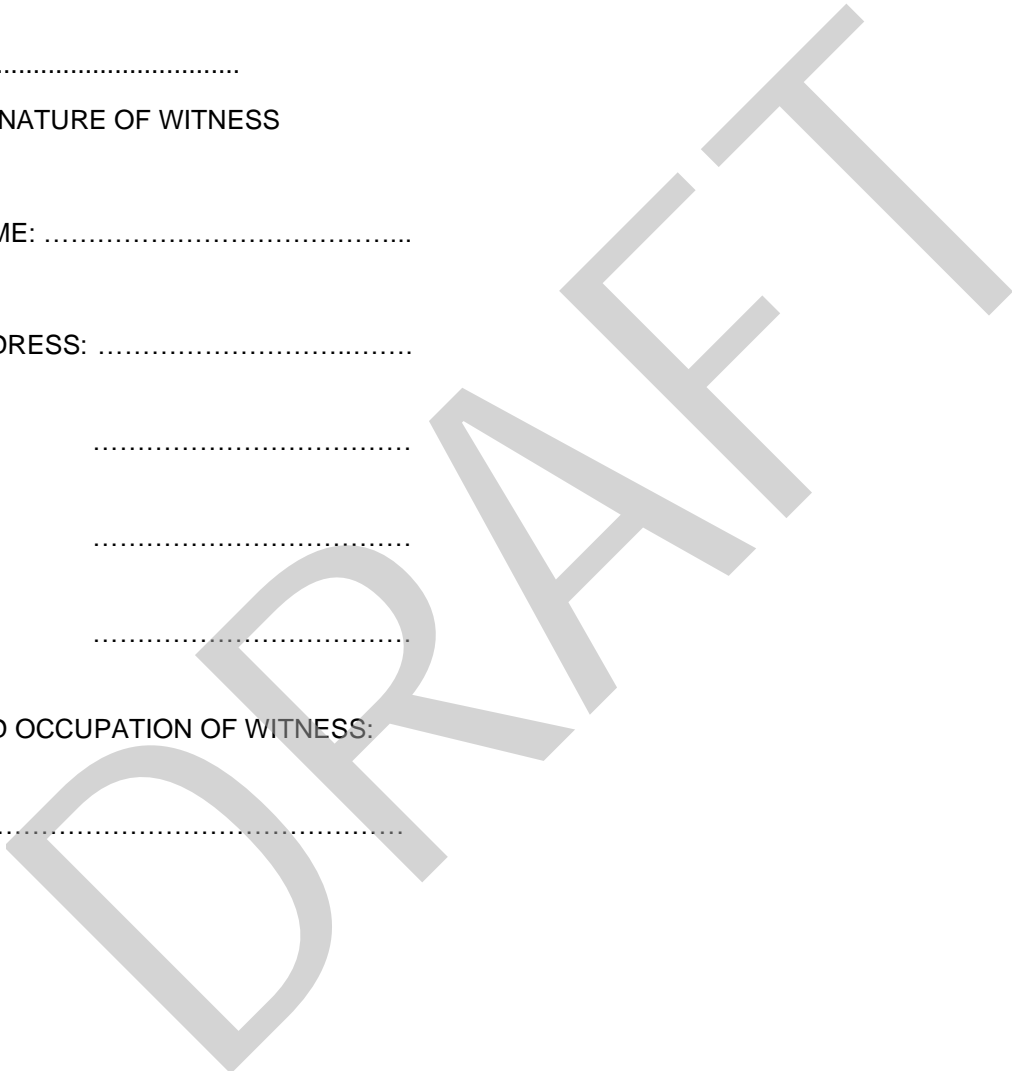
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AND OCCUPATION OF WITNESS:

.....



**SIGNED as a DEED by
CLYDESDALE BANK PLC**

acting by
a director, in the presence of:

.....

SIGNATURE OF DIRECTOR

Director

.....

SIGNATURE OF WITNESS

NAME:

ADDRESS:

.....

.....

.....

AND OCCUPATION OF WITNESS:

.....

DRAFT

**SIGNED as a DEED by
LLOYDS BANK PLC**

acting by
a director, in the presence of:

.....

SIGNATURE OF DIRECTOR

Director

.....

SIGNATURE OF WITNESS

NAME:

ADDRESS:

.....

.....

.....

AND OCCUPATION OF WITNESS:

.....

DRAFT

EXECUTED AS A DEED by affixing **THE COMMON SEAL** of
DORSET COUNCIL in the presence of:

Monitoring Officer/Deputy Monitoring Officer

DRAFT

Schedule 1 Affordable Housing and First Homes and Viability Review

The Owner covenants with the Council as follows:

1. PART 1: Affordable Housing

- 1.1. Prior to the Commencement of the Development the Owner shall serve the Notice of Commencement;
- 1.2. Prior to the submission of the first Reserved Matters Application, the Owner shall notify the Council of the following:
 - 1.2.1. the date of anticipated commencement of construction of the Affordable Dwellings;
 - 1.2.2. the name and details of the Registered Provider nominated by the Owner for the Development and the Owner shall obtain the Council's written approval to the proposed Registered Provider (and if approved by the Council – the “**Approved Provider**”); and
 - 1.2.3. confirmation from the Approved Provider that it has agreed terms with the Owner for the acquisition of the Affordable Dwellings, or that it anticipates doing so in the near future.
- 1.3. The Owner shall not Commence Development until such time has the Affordable Housing Scheme been submitted to and approved in writing by the Council.
- 1.4. Once the Affordable Housing Scheme has been approved by the Council the Owner covenants to deliver the Affordable Dwellings in accordance with the approved Affordable Housing Scheme.
- 1.5. The Affordable Housing Scheme may be amended from time to time with the prior written agreement of the Council and the Owner.

Delivery and Transfer to an Approved Provider

- 1.6. Not fewer than 37% of the Dwellings constructed as part of the Development overall shall be provided as Affordable Dwellings.
- 1.7. Not fewer than 37% of the Dwellings constructed in each phase of the development shall be provided as Affordable Dwellings.
- 1.8. Unless otherwise agreed in writing with the Council in the Affordable Housing Scheme the Owner shall provide 25% of the Affordable Dwellings as First Homes with the remaining 75% provided as follows:

- 1.8.1. at least 70% of the remaining Affordable Dwellings as Affordable Rented Units; and
 - 1.8.2. the remaining 30% as Shared Ownership Units.
- 1.9. The Owner covenants with the Council to deliver the Dwellings in accordance with the Tenure Mix;
- 1.10. Not to Occupy more than 50% of the Market Dwellings in any particular phase of the Development until such a time as:
- 1.10.1. the Affordable Dwellings are completed in accordance with the approved Affordable Housing Scheme for that phase and are available, ready and fit for Occupation; and
 - 1.10.2. The Owner has transferred the Affordable Dwellings in respect of that phase to the Approved Provider notified or approved pursuant to paragraph 1 of Part 1 of this Schedule on the following terms:
 - 1.10.2.1. with full title guarantee and vacant possession of either a freehold interest or a good and marketable leasehold interest of not less than 125 years;
 - 1.10.2.2. if a leasehold to be granted for a peppercorn rent annually;
 - 1.10.2.3. on terms that require the Approved Provider to observe and perform the contents of this Agreement in so far as they relate to or affect the Affordable Dwellings;
 - 1.10.2.4. on terms that at the date of the lease or transfer the following are (unless otherwise agreed by the Approved Provider) provided up to a point immediately adjacent to the boundary of the Affordable Dwellings;
 - 1.10.2.5. sewers and drains are constructed to a standard reasonably suitable for the purposes of servicing the new building and with sufficient capacity to serve the Affordable Dwellings; and
 - 1.10.2.6. water, electricity and telecommunication infrastructure are capable of being operated (but not necessarily live) with sufficient capacity to serve the Affordable Dwellings,

PROVIDED THAT if it has not been possible to complete such works as specified in this paragraph 1.10 by the time of such lease or transfer then the Owner covenants to use Reasonable Endeavours to complete such works and to enter into such agreements as soon as possible thereafter and will maintain the foul surface water sewers at its own expense until adopted by the statutory sewage undertaker; and

1.10.2.7. such necessary rights as the Owner may reasonably require to be reserved.

1.10.3. The Owner will procure or ensure that any agreements or arrangements between themselves and the Approved Provider include a commitment by the Approved Provider to provide schedule(s) of the service charge in respect of the Affordable Dwellings to the Council in respect of each of the Affordable Dwellings annually for the first 5 years following Practical Completion of the last Affordable Dwelling following a request from the Council for such schedule(s);

Design

1.11. To ensure that the Affordable Dwellings are materially indistinguishable (in terms of outlook design and appearance) from the Market Dwellings of similar size and that the Affordable Dwellings are integrated with the Market Dwellings.

1.12. To ensure that no more than 15 Affordable Dwellings are included in any one Cluster.

Allocations Policy/Nominations Policy

1.13. No Occupation of any Affordable Dwelling shall be permitted unless the Allocations and Nominations Policy in respect of the Affordable Rented Units and Shared Ownership Units has been agreed in writing between the Approved Provider and the Council.

1.14. Lettings of the Affordable Rented Units and nominations by the Council to the Approved Provider for the Shared Ownership Units shall be in strict accordance with the agreed Allocations and Nominations Policy.

Homes England Target Rent

1.15. The Owner shall ensure that the equity share of the Shared Ownership Units which is retained by the Approved Provider is only let at a rent that is no more than 2.75% per annum of the value of the share retained by the Approved Provider or alternatively in line with Homes England guidelines applicable at the time of sale of the Shared Ownership Units.

Use of the Affordable Dwellings

1.16. The Owner shall ensure that the Affordable Dwellings (save where the provisions of paragraph 1.19 of Part 1 of this Schedule permit otherwise or the Occupier of a Shared Ownership Unit has Staircased Out) are at all times owned and managed by the Approved Provider and used and Occupied in accordance with the paragraphs below:

1.16.1. the Affordable Dwellings shall not be Occupied other than by Local Needs Persons and in accordance with the approved Affordable Housing Scheme;

- 1.16.2. the Affordable Rented Units shall not be Occupied other than by Local Needs Persons pursuant to an Affordable Rent Tenancy and at an Affordable Rent; and
- 1.16.3. the Shared Ownership Units shall not be Occupied other than by Local Needs Persons.

Extra Care

- 1.17. The Owner shall provide no less than 58 Market Dwellings as Extra Care Units in the position, tenure type and phase as shall be agreed in writing with the Council prior to the Commencement of Development.
- 1.18. The Owner shall provide no less than 28 Affordable Dwellings as Extra Care Units in the position, tenure type and phase as shall be agreed in writing with the Council prior to the Commencement of Development as part of the Affordable Housing Scheme.

Chargee Provisions

- 1.19. The Owner covenants with the Council that:
 - 1.19.1. The affordable housing provisions in Part 1 of this Schedule 1 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each 'a **Receiver**')) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - 1.19.1.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of 3 months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 1.19.1.2. if such disposal has not completed within the 3 month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in Part 1 of this Schedule 1 which provisions shall determine absolutely.
 - 1.19.2. The provisions in Part 1 of this Schedule 1 shall not be binding on or enforceable against any person who is a Protected Tenant nor shall the provisions in Part 1 of this Schedule

1 be binding on or enforceable against successors in title or respective mortgagees thereof.

2. PART 2 – First Homes

- 2.1. Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the Council as below save that:
 - 2.1.1. paragraphs 3 and 4 of Part 2 of this Schedule 1 shall not apply to a First Homes Owner; and
 - 2.1.2. paragraphs 5 and 6 apply as set out therein, save that where a First Home is owned by a First Homes Owner they shall apply to a First Homes Owner, but only in respect of the relevant First Home owned by that First Homes Owner); and
 - 2.1.3. paragraph 7 below applies as set out therein.
- 3.1. At least 9% and in accordance with the Affordable Housing Mix of the Dwellings as identified as First Homes on the Affordable Housing Plan have been reserved and set aside as First Homes in accordance with the Affordable Housing Mix and the Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of Part 2 of this Schedule 1.
- 4.1. All First Homes shall be constructed to:-
 - 4.1.1. the Development Standard current at the time of the relevant reserved matters approval; and
 - 4.1.2. no less than the standard applied to the Market Dwellings.
- 4.2. The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance.
- 4.3. The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.
- 4.4. The mix of First Homes provided within the Land shall be in accordance with:
 - 4.4.1. The Affordable Housing Mix; and
 - 4.4.2. The distribution in the Affordable Housing Scheme
- 5.1. The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or persons meeting the Eligibility Criteria, specifically:
 - 5.1.1. the Eligibility Criteria (National); and
 - 5.1.2. the Eligibility Criteria (Local) (if any).
- 5.2. If after a First Home has been actively marketed for three months (that period to expire no earlier than three months before Practical Completion) it has not been possible to find a willing purchaser

who meets the Eligibility Criteria (Local) (if any), paragraph 5.1.2 of this Part 2 of this Schedule 1 shall cease to apply.

5.3. Subject to paragraph 5.6 to paragraph 5.10 of this Part 2 to this Schedule 1, no First Home shall be Disposed of (whether on the first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

5.4. No First Homes Unit shall be Disposed of (whether on a first or subsequent sale) unless and until:

5.4.1. The Council has been provided with evidence that:

5.4.1.1. the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.2 of this Part 2 of the Schedule 1 applies meets the Eligibility Criteria (Local) (if any);

5.4.1.2. the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

5.4.1.3. the transfer of the First Home includes:

5.4.1.3.1. a definition of "the Council" which shall be Dorset Council;

5.4.1.3.2. a definition of "First Homes Provisions" in the following terms:
"means the provisions set out in paragraphs 5.1 to 5.9 of Part 2 of the Schedule 1 of the S106 Agreement a copy of which is attached hereto as the Annexure;

5.4.1.3.3. a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and (3)];

5.4.1.3.4. a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Land or any part of it other than in accordance with the First Homes Provisions; and

5.4.1.3.5. a copy of the First Homes Provisions as an Annexure.

5.4.2. The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 5.3 and 5.4.1 of this Part 2 of the Schedule 1 have been met

5.5. On the first Disposal of each and every First Home the Owner shall apply to the Chief Land Registrar pursuant to Rule 91 of Schedule 4 to the *Land Registration Rules 2003* for the entry on the register of the title of that First Home of the following restriction:

"no Disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Dorset Council of County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ or their conveyancer that the provisions

of clause [NUMBER] (The First Homes Provision) of the Transfer dated [DATE] referred to in the Charges Register have been complied with or that they do not apply to the disposition."

- 5.6. The Owner of a First Home (which for the purposes of this paragraph shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:
- 5.6.1. the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraph 5.1 and paragraph 5.2 of this Part 2 of the Schedule 1 (and in the case of a first Disposal, the six (6) months shall be calculated from a date no earlier than six (6) months before Practical Completion) and Reasonable Endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraph 5.3 and paragraph 5.4.1 of this Part 2 of the Schedule 1; or
- 5.6.2. requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.6.1 of Part 2 of this Schedule 1 before being able to Dispose of the Dwelling other than as a First Home will be likely to cause the First Homes Owner undue hardship.
- 5.7. On receipt of an application served in accordance with paragraph 5.6 of this Part 2 of the Schedule 1, the Council has the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.
- 5.8. If the Council is satisfied that either of the grounds in paragraph 5.6 of Part 2 of Schedule 1 have been made out, it shall confirm in writing within 28 days of receipt of the written request made in accordance with paragraph 5.6 of Part 2 of this Schedule 1 that the relevant Dwelling may be Disposed of:
- 5.8.1. to the Council at the Discount Market Price; or
- 5.8.2. (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home,
- and on the issue of that written confirmation the obligations in this Agreement which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.10 of this Part 2 of this Schedule 1 which shall cease to apply on receipt of payment to the Council where the relevant Dwelling is Disposed of other than as a First Home.
- 5.9. If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 5.6 of this Part 2 of the Schedule 1 have been made out then it shall within 28 days of receipt of the written request made in accordance with paragraph 5.6 of this Part 2 of the Schedule 1 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home, and the timescale (which shall be no longer than six months). If at the end of that period the Owner of the First Home has been unable to Dispose of the Dwelling as a First Home they may serve notice on the Council in accordance with paragraph 5.6 of Part 2 of this Schedule 1 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

- 5.10. Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraph 5.8 or paragraph 5.9 of this Part 2 of Schedule 1, the owner the First Home shall pay to the Council immediately on receipt of the proceeds of sale the Additional First Homes Contribution.
- 5.11. Upon receipt of the Additional First Homes Contribution the Council shall:
- 5.11.1. within 15 (fifteen) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.5 of Part 2 of this Schedule 1 where such restriction has previously been registered against the relevant title; and
 - 5.11.2. apply all monies received towards the provision of Affordable Housing.
- 5.12. Any person who purchases a First Home free of the restrictions in this Part 2 of the Schedule 1 of this Agreement pursuant to the provisions of paragraph 5.9 and paragraph 5.10 of Part 2 of this Schedule 1 shall not be liable to pay the Additional First Homes Contribution to the Council.

6. Use of First Homes

- 6.1. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sublet, or otherwise Disposed of other than in accordance with the terms of this Agreement PROVIDED THAT letting or subletting shall be permitted in accordance with paragraph 6.1 - 6.4 of this Part 2 of the Schedule 1 below.
- 6.2. A First Homes Owner may let or sublet their First Home for a fixed term of no more than two years provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or subtenant. A First Homes Owner may let or sublet their First Home pursuant to this paragraph more than once during the First Homes Owner's period of ownership but the aggregate of such lettings or sub-lettings during the First Homes Owner's period of ownership may not exceed two years.
- 6.3. A First Homes Owner may let or sublet their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or subletting. The Council covenants not to unreasonably withhold or delay giving that consent and not to withhold that consent in any of the following circumstances:
- 6.3.1.the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or subletting for the purpose of employment;
 - 6.3.2.the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or subletting;
 - 6.3.3.the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting to escape a risk of harm;
 - 6.3.4.the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting as the result of a relationship breakdown;
 - 6.3.5.the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting as a result of a redundancy; and
 - 6.3.6.the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting in order to provide care or assistance to any person.

- 6.4. A letting or subletting permitted pursuant to paragraph 6. 2 or paragraph 6.3 of this Part 2 of the Schedule 1 must be by way of a written lease or sublease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further subletting.
- 6.5. Nothing in this paragraph 6 prevents the First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Homes Owner's main residence.

7. Mortgage Exclusion

- 7.1. The obligations in paragraphs 3 - 6 of Part 2 of this Schedule 1 in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a 'Receiver')) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

- 7.1.1. such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home;
- 7.1.2. once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 7.1.3 of Part 2 of this Schedule 1;
- 7.1.3. following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution; and
- 7.1.4. following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 7.1.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 5.5 of Part 2 of this Schedule 1; and
 - 7.1.4.2. apply all such monies received towards the provision of Affordable Housing

3. PART 3 – Submission of Viability Review and Use of Policy Surplus

1. Early Stage Review Trigger

- 1.1. Within 20 Working Days of Occupation of the 499th Dwelling the Owner shall submit the applicable Development Viability Information for the Early Stage Review on an open book basis to the Council.
- 1.2. The Owner shall not Occupy more than 499 Dwellings until:
 - 1.2.1. the Council has notified the Owner pursuant to paragraph 5 of this Part that no Additional Affordable Dwellings are required; or

- 1.2.2. if the Council notifies the Owner pursuant to paragraph 5 of this Part that Additional Affordable Dwellings are required, an Additional Affordable Housing Scheme has been approved by the Council pursuant to paragraph 5 of this Part.

2. Late Stage Review Trigger

- 2.1. The Owner will carry out the Late Stage Review in accordance with the provisions of this Part on the Late Stage Review Date.
- 2.2. Unless otherwise approved by the Council (acting reasonably) the Owner shall not Occupy or permit the Occupation of more than 1,000 Dwellings unless and until the Late Stage Review has been completed by the Owner and submitted to the Council.
- 2.3. In respect of the Late Stage Review:
 - 2.3.1. the Owner shall give the Council not less than 20 Working Days written notice of its intention to submit Development Viability Information for the Late Stage Review; and
 - 2.3.2. the Owner shall submit the applicable Development Viability Information on an open book basis to the Council within 20 Working Days following the Late Stage Review Date.

3. Proposals for Additional Affordable Housing or Additional Affordable Housing Contribution

- 3.1. In the case of the Early Stage Review the Owner will submit to the Council together with any applicable Development Viability Information:
 - 3.1.1. a written statement confirming whether in the Owner's view having regard to Formula 1 and Formula 2, any Additional Affordable Housing can be provided; and
 - 3.1.2. where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme.
- 3.2. In respect of the Late Stage Review the Owner will submit to the Council together with any applicable Development Viability Information a written statement confirming whether in the Owner's view having regard to Formula 3 and Formula 4, an Additional Affordable Housing Contribution can be paid.

4. Assessment of Viability Information

- 4.1. In the case of the Early Stage Review, the Council shall assess any submitted Development Viability Information and thereby whether in its view any Additional Affordable Housing can be provided in accordance with Formula 1 and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own reasonable evidence in determining inputs into Formula 1 and Formula 2 subject to such evidence also being provided to the Owner.
- 4.2. In the case of the Late Stage Review, the Council shall assess any submitted Development Viability Information and thereby whether an Additional Affordable Housing Contribution is required to be paid in accordance with Formula 3 and Formula 4 and for the avoidance of doubt the Council will be entitled to rely on its own reasonable evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.
- 4.3. The Council may appoint an External Consultant to assess any Development Viability Information it receives and the Owner will pay the Council's costs (up to a limit of £[REDACTED]) which are reasonably and properly incurred in assessing any Development Viability Information including those of the

External Consultant within 20 Working Days of receipt of a written request from the Council for payment.

- 4.4. In the event that the Council or any External Consultant (both acting reasonably) within 20 Working Days of receipt of the submitted Development Viability Information, requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or any External Consultant (as applicable and with copy to the other parties) within twenty (20) Working Days (and in any event as soon as reasonably practicable) of receiving the relevant request and this process may be repeated until the Council or any External Consultant (as applicable) has all the information it reasonably requires.
- 4.5. Within 20 Working Days of receipt of the submitted Development Viability Information or (if later) 10 Working Days of receipt of any reasonably requested further Development Viability Information pursuant to paragraph 4.4 of this Part (and in any event as soon as reasonably practicable) the Council will notify the Owner in writing of the Council's or its External Consultant's intended decision as to whether any Additional Affordable Dwellings are required pursuant to the Early Stage Review or whether an Additional Affordable Housing Contribution is payable pursuant to the Late Stage Review. In the event that the Owner disagrees with the Council's decision, the Owner may refer the decision for determination in accordance with clause 17 of this Agreement (Disputes).
- 4.6. Where the Council concludes or it is determined pursuant to clause 17 of this Agreement that Additional Affordable Housing is required further to the Early Stage Review and in the event that the Owner has not already done so, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the Council's notice or determination pursuant to paragraph 4.5 of this Part.
- 4.7. If the Council's assessment of the Early Stage Review concludes that:
 - 4.7.1. a Policy Surplus arises following the application of Formula 1 but such Policy Surplus is insufficient to provide any Additional Affordable Dwellings pursuant to Formula 2; or
 - 4.7.2. a Policy Surplus arises following the application of Formula 1 but such Policy Surplus cannot deliver a complete number of Additional Affordable Dwellings pursuant to Formula 2;

then in either case any such Policy Surplus attributable to any incomplete Additional Affordable Dwellings shall be payable to the Council as an Additional Affordable Housing Contribution towards offsite Affordable Housing pursuant to paragraph 6 of this Part.

- 4.8. The Parties agree and acknowledge that the Benchmark Land Value for the Site is fixed for the purposes of both Viability Reviews at £ [REDACTED] ([REDACTED] [REDACTED]) .

5. Delivery of Additional Affordable Housing

- 5.1. Where it is determined pursuant to paragraph 4 of this Part that a Policy Surplus has arisen and Additional Affordable Housing is required to be provided pursuant to the Early Stage Review, the Owner shall prior to Occupation of no more than 750 Dwellings:
 - 5.1.1. Practically Complete any Additional Affordable Dwellings to be provided in accordance with the Additional Affordable Housing Scheme and make them available for Occupation;

- 5.1.2. Agree appropriate arrangements with a Registered Provider(s) in accordance with the requirements of (but subject to the provisos contained in) Part 1 of this Schedule 3; and
 - 5.1.3. Pay any Additional Affordable Housing Contribution pursuant to paragraph 4.7 of this Part to the Council.
- 5.2. The Owner shall not Occupy more than 750 Dwellings until the requirements of paragraph 5.1 of this Part have been satisfied and full and satisfactory evidence of the same has been provided to the Council.
- 5.3. The parties agree that the terms of Part 3 of this Schedule 1 shall apply mutatis mutandis to the provision of any Additional Affordable Housing.

6. Late Stage Review - Payment of an Additional Affordable Housing Contribution

- 6.1. Subject to paragraphs 4.3 and 4.4 of this Part, where the Late Stage Review results in an Additional Affordable Housing Contribution becoming due pursuant to paragraph 4.5 of this Part, the Owner shall pay such Additional Affordable Housing Contribution to the Council within 20 Working Days.
- 6.2. The Owner shall not Occupy or suffer or permit Occupation of more than 1,100 Dwellings unless and until any Additional Affordable Housing Contribution is paid to the Council.
- 6.3. The Owner shall not be required to provide an Additional Affordable Housing Contribution greater than the Late Stage Review Cap.

7. Public Subsidy

- 7.1. Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus that is to be retained by the Owner following a Viability Review.

Schedule 2 TRO

The Owner covenants with the Council as follows:

1. To pay the relevant highway license and service charge applicable for the year in which the TRO #1 is applied for as published on the Council's website or notified by the Council to the Owner towards the TRO #1 to reduce the speed limit on Hillbury Road prior to occupation of the first Dwelling, in accordance with the agreed specification; and
2. To pay the relevant highway license and service charge applicable for the year in which the TRO #2 is applied for as published on the Council's website or notified by the Council to the Owner towards the TRO #2 to reduce the speed limit on Fordingbridge Road (alongside FW/CW) prior to occupation of the first Dwelling, in accordance with the agreed specification.

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Schedule 3 Financial Contributions

The Owner covenants with the Council as follows:

1. Dorset Heath Strategic Access Management and Monitoring Contribution (SAMM) Contribution

- 1.1 To pay the Dorset Heathlands Strategic Access Management and Monitoring Contribution (SAMM) in respect of a Phase prior to First Occupation of that Phase; and
- 1.2 Not to Occupy any Dwellings in a Phase unless the Dorset Heathlands Strategic Access Management and Monitoring Contribution (SAMM) for that Phase has been paid to the Council.

2. Education Contribution

- 2.1 To pay the first instalment of 25% (being £ [REDACTED] ([REDACTED]) Index Linked) of the Education Contribution to the Council in its capacity as local education authority on or prior to Occupation of the 1st Dwelling in accordance with the approval of the Reserved Matters Application.
- 2.2 To pay the second instalment of 25% (being £ [REDACTED] ([REDACTED]) Index Linked) of the Education Contribution to the Council in its capacity as local education authority on or prior to Occupation of the 400th Dwelling in accordance with the approval of the Reserved Matters Application.
- 2.3 To pay the third instalment of 25% (being £ [REDACTED] ([REDACTED]) Index Linked) of the Education Contribution to the Council in its capacity as local education authority on or prior to Occupation of the 800th Dwelling in accordance with the approval of the Reserved Matters Application.
- 2.4 To pay the final remaining instalment of 25% (being £ [REDACTED] ([REDACTED]) Index Linked) of the Education Contribution to the Council in its capacity as local education authority on or prior to Occupation of the 1,200th Dwelling in accordance with the approval of the Reserved Matters Application.

3. Highway Management Contribution

- 3.1 To pay the Highway Management Contribution prior to the Occupation of the construction of the first Dwelling; and

3.2 Not to Occupy the first Dwelling until the Highway Management Contribution has been paid.

4. 3G Pitch Contribution

4.1 To pay the 3G Pitch Contribution to the Council in respect of a Phase prior to First Occupation of that Phase; and

4.2 Not to Occupy any Dwellings in a Phase unless the 3G Pitch Contribution for that Phase has been paid to the Council.

5. New Forest SPA / SAC Air Quality Contribution

5.1 To pay the New Forest SPA / SAC Air Quality Contribution to the Council in respect of a Phase prior to First Occupation of that Phase; and

Not to Occupy any Dwellings in a Phase unless the New Forest SPA / SAC Air Quality Contribution for that Phase has been paid to the Council.

6. New Forest Strategic Access Management and Monitoring Contribution

6.1 To pay the New Forest Strategic Access Management and Monitoring Contribution to the Council in respect of a Phase prior to First Occupation of that Phase; and

6.2 Not to Occupy any Dwellings in a Phase unless the New Forest Strategic Access Management and Monitoring Contribution for that Phase has been paid to the Council.

7. Public Rights of Way (Dorset) Contribution

7.1 To pay the Public Rights of Way (Dorset) Contribution to the Council prior to Occupation of the 150th Dwelling; and

7.2 Not to Occupy more than 149 Dwellings until the Public Rights of Way (Dorset) Contribution has been paid to the Council.

8. Public Rights of Way (Hampshire) Contribution

- 8.1 To pay the Public Rights of Way (Hampshire) Contribution to the Council prior to Occupation of the 150th Dwelling; and
- 8.2 Not to Occupy more than 149 Dwellings until the Public Rights of Way (Hampshire) Contribution has been paid to the Council.

9. **Section 278 Agreement Commuted Sum Contribution;**

- 9.1 To pay the Section 278 Agreement Commuted Sum Contribution to the Council prior to Occupation of the 200th Dwelling;
- 9.2 Not to Occupy more than 199 Dwellings unless the Section 278 Agreement Commuted Sum has been paid to the Council.

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The Owner covenants with the Council as follows:

1. To submit the Community Hall Specification and Local Centre Specification to the Council for its written approval prior to the Occupation of the 150th Dwelling;
2. Not to Occupy more than 149 Dwellings until the Owner has received the Council's written approval to the Community Hall Specification and Local Centre Specification;
3. To Practically Complete and provide the Community Hall in accordance with the approved Community Hall Specification to a Turn Key Completion standard prior to the Occupation of the 450th Dwelling.
4. Not to Occupy more than 449 Dwellings until construction of the Community Hall has been Practically Completed to a Turn Key Completion standard
5. To Practically Complete and provide the Local Centre in accordance with the Phasing Plan approved by the Council as part of conditions discharged for the Reserved Matters.
6. Not to Occupy more than 449 Dwellings until the Local Centre is Practically Completed in accordance with the approved Local Centre Specification.
7. Once the Community Hall has been completed the Owners shall:
 - 7.1 Serve notice on the Council's Service Head – Community and Leisure inviting them to inspect the Community Hall and issue a Completion Certificate where the Community Hall has been completed to the Council's reasonable satisfaction;
 - 7.2 If the Council chooses to inspect the Community Hall and identifies necessary remedial works, the Council may issue a Remedial Notice within 30 Working Days and the Owner shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;
 - 7.3 Upon completion of any remedial works, the Owner shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 7.2 above and issue a Completion Certificate confirming that the Community Hall has been completed to its reasonable satisfaction,

PROVIDED THAT the inspection procedure identified in paragraphs 7.1 to 7.3 of this Schedule above shall be repeated until such time as the Council issues a Completion Certificate in relation to the Community Hall or does not identify necessary remedial works within 30 Working Days of any inspection pursuant to paragraph 7.2 of this Schedule and PROVIDED FURTHER THAT if the Council does not undertake an inspection within 30 Working Days of receipt of a notice from the Owner inviting it to undertake an inspection of the Community Hall, a Completion Certificate will be deemed to have been issued.

7.4 In the event of a dispute as to the content of a Remedial Notice and the required remedial works the provisions of clause 17 of this Agreement shall apply.

7.5 Following the issue of a Completion Certificate for the Community Hall the Owners shall transfer the Community Hall to the Management Company.

8. Once the Local Centre has been completed the Owners shall:

8.1 Serve notice on the Council's Service Head – Community and Leisure inviting them to inspect the Local Centre and issue a Completion Certificate where the Local Centre has been completed to the Council's reasonable satisfaction;

8.2 If the Council chooses to inspect the Local Centre and identifies necessary remedial works, the Council may issue a Remedial Notice within 30 Working Days and the Owner shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable; and

8.3 Upon completion of any remedial works, the Owner shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 8.2 above and issue a Completion Certificate confirming that the Local Centre has been completed to its reasonable satisfaction,

PROVIDED THAT the inspection procedure identified in paragraphs 8.1 to 8.3 of this Schedule above shall be repeated until such time as the Council issues a Completion Certificate in relation to the Local Centre or does not identify necessary remedial works within 30 Working Days of any inspection pursuant to paragraph 8.2 of this Schedule and PROVIDED FURTHER THAT if the Council does not undertake an inspection within 30 Working Days of receipt of a notice from the Owner inviting it to undertake an inspection of the Local Centre, a Completion Certificate will be deemed to have been issued.

8.4 In the event of a dispute as to the content of a Remedial Notice and the required remedial works the provisions of clause 17 of this Agreement shall apply.

8.5 Following the issue of a Completion Certificate for the Local Centre the Owners shall transfer the Local Centre to the Management Company.

The Owner covenants with the Council as follows:

1. Prior to the Occupation of the 150th Dwelling to:
 - 1.1. submit the Health Care Centre Specification to the Council and the Hampshire and Isle of White ICB for their written approval; and
 - 1.2. agree the arrangements and appointment of the relevant project management team with the NHS Hampshire and Isle of Wight Integrated Care Board;
2. Not to Occupy more than 300 Dwellings until both:
 - 2.1. the Owner has received the written approval from the Council and the NHS Hampshire and Isle of White ICB to the Health Care Centre Specification and
 - 2.2. the agreement of the arrangements and appointment of the relevant project management team with the NHS Hampshire and Isle of Wight Integrated Care Board has occurred;
3. The Owner covenants to Commence the construction of the Health Care Centre Provision prior to the Occupation of the 456th Dwelling.
4. The Owner covenants not to Occupy more than 455 Dwellings until construction of the Health Care Centre has commenced
5. The Owner further covenants to complete the construction of the Health Care Centre in accordance with the approved Health Care Centre Specification and to a Turn Key Completion standard prior to the Occupation of the 616th Dwelling.
6. The Owner covenants not to Occupy more than 615 Dwellings until the Health Care Centre has been Practically Completed and transferred to the NHS Hampshire and Isle of Wight Integrated Care Board or a GP Surgery as nominated by the Care Board;
7. The Owner and Council covenant that if CIL funding is available, prior to the earlier date of i) the commencement of construction of the health care centre within the Health Care Centre Provision or ii) the Occupation of the 456th dwelling and can be used it may be added to the Health Care Centre Provision in order to provide a larger healthcare centre that may exceed the Owner's contribution which is limited to the value of £ [REDACTED] ([REDACTED]) ([REDACTED]) (Index Linked).

Schedule 6 Allotments

The Owner covenants with the Council as follows:

1. To submit the Allotments Specification to the Council for its written approval before Occupation of the 500th Dwelling;
2. To construct, complete and deliver the Allotments in accordance with the Reserved Matters Approval and the approved Allotments Specification prior to Occupation of the 500th Dwelling;
3. Not to Occupy more than 500 Dwellings until the Allotments have been delivered pursuant to paragraph 2 above;
4. Once the Allotments have been completed the Owners shall:
 - 4.1. Serve notice on the Council's Service Head – Community and Leisure inviting them to inspect the Allotments and issue a Completion Certificate where Allotments have been completed to the Council's reasonable satisfaction;
 - 4.2. If the Council chooses to inspect the Allotments and identifies necessary remedial works, the Council may issue a Remedial Notice within 30 Working Days and the Owner shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable; and
 - 4.3. Upon completion of any remedial works, the Owner shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 4.2 above and issue a Completion Certificate confirming that the Allotments have been completed to its reasonable satisfaction,

PROVIDED THAT the inspection procedure identified in paragraph 4.2 and 4.3 above shall be repeated until such time as the Council issues a Completion Certificate in relation to the Allotments or does not identify necessary remedial works within 30 Working Days of any inspection pursuant to paragraph 4.2 and PROVIDED FURTHER THAT if the Council does not undertake an inspection within 30 Working Days of receipt of a notice from the Owner inviting it to undertake an inspection of the Allotments, a Completion Certificate will be deemed to have been issued.
5. In the event of a dispute as to the content of a Remedial Notice and the required remedial works the provisions of clause 17 of this Agreement shall apply.
6. Following the issue of a Completion Certificate for the Allotments the Owners shall either i) transfer the Allotments to the Management Company or ii) offer to transfer the Allotments to the Parish Council by serving a notice on the Parish Council (which shall also be sent to the Council)

setting out the terms of the proposed transfer and the amount of the Allotments Maintenance Contribution.

7. The terms of transfer of the Allotments to the Parish Council shall provide for the following:
 - 7.1. the land to be transferred with vacant possession and free from encumbrances (save for any encumbrances existing at the date of this Agreement);
 - 7.2. the Owner to transfer the land with full title guarantee;
 - 7.3. the land to benefit from vehicular and pedestrian access to the Allotments;
 - 7.4. the Owner shall ensure that the Parish Council has the right to access the land from the public highway to enable the land to be maintained;
 - 7.5. consideration of £■;
 - 7.6. covenants binding the Parish Council and its successors in title not to develop the land or any part thereof for any purpose whatsoever save for the erection of non-commercial buildings ancillary to its recreational purposes to the intent that it shall remain in perpetuity as allotments for the enjoyment of the general public; and
 - 7.7. covenants binding the Parish Council and its successors in title to maintain the land in reasonable condition to a reasonable standard and conforming to good horticultural practice and consistent with the obligations set out in this Agreement.
8. Where the Parish Council responds to the notice served by the Owner pursuant to paragraph 6 above or a transfer is not concluded within four months of receipt of that notice by the Parish Council, the Owner may transfer the Allotments to the Management Company.

The Owner covenants with the Council as follows:

1. The purpose of the Travel Plans will be to encourage the use of sustainable modes of transport to and from the Development.
2. The Owner will not cause or permit the Occupation of any Dwelling until the Travel Plans have been submitted to and approved by the Council.
3. The approved Travel Plans shall be implemented by the Owner prior to occupation of the first Dwelling in line with the timescales indicated within the approved Travel Plans and the measures shall be committed to:
 - a. In respect of the Travel Plan (Commercial) for a minimum of 5 years from first occupation of a Commercial Unit.
 - b. In respect of the Travel Plan (Residential) for a minimum of 10 years from first occupation of a Dwelling.
4. Each Approved Travel Plan shall contain, but is not limited to, the following measures:
 - a. The appointment of a travel plan co-ordinator to oversee the operation of the Travel Plans for the site whose name and contact details shall be supplied to the Council within 3 months of occupation of any Dwelling.
 - b. The promotion of sustainable transport modes through an annual promotion day to be held on the site in conjunction with the Council.
 - c. The provision of a free Bus Travel Voucher to the first Occupier of each Dwelling and for the avoidance of doubt, no Bus Travel Voucher will be provided to any subsequent Occupier of any Dwelling.
5. The Owner shall within 3 months of first Occupation of the first Dwelling for a period of ten (10) years occurring every 2 years carry out a survey of the modes of transport used by each household of the Development. Prior to carrying out the survey the format of the survey shall be agreed in writing with the Council. The results of each survey shall be collated and details submitted to the Council within 3 months of the survey being undertaken.
6. Where the results of the surveys indicate a need to review the contents and measures committed to within the approved Travel Plans, including the introduction of new or enhancement of existing sustainable transport measures, then the review and any subsequent amendment to the measures within the Approved Travel Plan shall be carried out by the Owner in conjunction with

and with the approval of the Council with that approval not being unreasonably withheld by the Council.

7. The Owner shall upon first Occupation of any Dwelling pay to the Council the Travel Plan Monitoring Fee.
8. The Owner shall prior to the Occupation of the 300th Dwelling provide to the Council a copy of any amended written agreement as detailed in paragraph 6 above

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The Owner covenants with the Council as follows:

1. The Owner shall prior to the submission of the first Reserved Matters Application submit in writing for approval by the Council, such approval not to be unreasonably withheld, a SANG Management Plan (as it relates to paragraph 2 (a-d) below);
2. The SANG Management Plan will incorporate the following:
 - a. a detailed plan for the initial creation of the SANG Land, including a method statement and timeline for the carrying out of the SANG Works;
 - b. a maintenance plan, including a programme for the replacement of essential infrastructure as required;
 - c. proposals for the promotion of the SANG Land as open access land to the residents and visitor to the Dwellings and the general public; and
 - d. provisions for the monitoring of the SANG Land by the Council in conjunction with other agencies acting only as the Council's agent at the Council's discretion to include inter alia Natural England and Urban Heaths Partnership.
3. On every fifth (5th) anniversary of approval of the SANG Management Plan during the SANG Period or where otherwise agreed by the Parties, the Owner shall submit any material changes to the SANG Management Plan to the Council for approval (such approval not to be unreasonable withheld or delayed) and will undertake a review of the SANG Management Plan and agree with the Council such revision as may be necessary, documenting them in accordance with the procedure set out in Schedule 8;
4. Prior to commencing the SANG Works the Owner shall submit notice of the start date of the SANG Works to the Council;
5. The Owner shall complete the SANG Works in accordance with the SANG Management Plan and the Planning Permission prior to first Occupation of the Dwellings;
6. Not to Cause or permit Occupation of any of Dwellings until the Council has issued the SANG Completion Certificate;
7. The Owner shall not Commence the Development unless and until the SANG Management Plan has been submitted to and approved in writing by the Council in accordance with the terms of this Agreement;
8. The Owner shall not cause or permit the Occupation of the first Dwelling in each respective phase of the Development until the SANG Works have been completed in respect of that Phase and the SANG Land for that Phase is made available for use by the public;

9. The Owner shall provide the SANG Land for the SANG Period in accordance with the SANG Management Plan and during the SANG Period shall permit the public to walk over the SANG Land (and the Council agrees that the Owner shall prevent the creation of the same through the provision of signage on the SANG Land in order to prevent the creation of a public right of way) provided always that the Owner may suspend use of various parts of the SANG Land at any time for the purposes of carrying out essential repairs to any footpaths for a period or periods together not exceeding one month in any 12 month period unless with the prior agreement of the Council or for reasons of public safety;
10. Prior to Occupation of any Dwelling, the Owner will pay to the Council the SANG Bond;
11. The Owner shall not permit the Occupation of any Dwelling until it has paid the SANG Bond to the Council;
12. The Owner shall at all times during the SANG Period allow the Council, their agents, and contractors access with or without workmen and equipment to inspect the SANG Works and the SANG Land;
13. Following an inspection, if the Council considers the Owner to be in default of the Owner's obligations under this Agreement the Council shall service written notice on the Owner setting out any works required to remedy such default (the "**Default Works**") and specify the period for undertaking those works which shall be no less than three months;
14. If the Default Works are not undertaken within the specified period, or an alternative period agree between the Owner and Council, then the Council in default of the Owner's obligation under this Agreement may carry out and complete the Default Works. The Council will be entitled to recover the cost of the Default Works from the SANG Bond;
15. The Owner shall at all times during the SANG Period apply all SANG Service Charges received under the terms of the SANG Management Plan to the cost of maintenance and management of the SANG Land;
16. On the fifth annual anniversary of the SANG Completion Certificate being issued by the Council the SANG Bond shall be reduced to £ [REDACTED] ([REDACTED]) Index Linked unless the Council has been required to call on the SANG Bond pursuant to paragraph 14 above;
17. The SANG Works will include the following works to the SANG Land:
 - a. provision of paths, tracks, and bridges;
 - b. erection of stock fencing; and
 - c. installation of benches, life buoys and dog waste bins.

Change Control Procedure

18. A review of the SANG Management Plan by the Council and the Owner shall result in:
 - a. no further action being taken;

- b. an agreement by the Parties to complete a Change Control Notice in respect of minor amendments; or
 - c. a revised SANG Management Plan being agreed.
19. Each Change Control Notice shall contain:
- a. the title of the change;
 - b. the date of the request for the change;
 - c. the reason for the change;
 - d. full details of the change;
 - e. a timetable for implementation; and
 - f. provision for signature by the Council and the Owner.
20. A Change Control Note signed by the Council and by the Owner shall constitute an amendment to the SANG Management Plan.

Maintenance of the SANGS

21. The Owner shall:
- a. Manage, monitor and maintain the SANG in accordance with the approved SANG Management Plan until such time that the SANG has been transferred to a Management Company and/or the Council; and
 - b. Update the approved SANG Management Plan as and when required PROVIDED THAT such updates to the approved SANG Management Plan must be agreed in writing by the Council.

The Owner covenants with the Council as follows:

1. Not to first Occupy the Development until the following details in relation to the provision of the Play Area Land and Leisure/Sports Facility have been submitted to and approved in writing by the Council.
 - a. the programme for the provision of the Play Area Land and Leisure/Sports Facility; and
 - b. details of maintenance works to be undertaken by the Owner prior to transfer of the Play Area Land and Leisure/Sports Facility to the Management Company.
2. No more than 230 Dwellings within the Development shall be Occupied in accordance with the phased delivery of Dwellings in accordance with the approval of the Reserved Matters Application unless the Owner has agreed in writing with the Council the specification and location for the Play Area Land and Leisure/Sports Facility.
3. Prior to Occupation of the first 50% (fifty percent) of the Dwellings within each relevant phase and in accordance with the programme of provision of the Play Area Land and Leisure/Sports Facility agreed in accordance with paragraph 1.a of this Schedule the Owner shall provide the Play Area Land and Leisure/Sports Facility to the written satisfaction of the Council as defined in the definition of Play Area Works and Leisure/Sports Facility, and in accordance with the Phasing Plan and Play Area Works Specification and Leisure/Sports Facility Provision.
4. No more than 885 Dwellings within the Development may be Occupied unless the Owner has Transferred the Play Area Land and Leisure/Sports Facility to the Management Company.
5. Prior to installation of any play equipment within each parcel of Play Area Land or provision of each part of the Leisure/Sports Facility, to submit the details of the design and equipment to the Council for approval such details shall include the following considerations:
 - a. The Play Area Land is to be designed to be interesting, varied, challenging and stimulating providing a range of opportunities, such as running, balancing, sliding, climbing, swinging, crawling and jumping in accordance with the Fields in Trust: Planning and Design for Outdoor Sport and Play 2008. The Play Area Land will be designed to be in accordance with the Equality Act 2010. The design should take account of Government guidance on Developing an Accessible Play Space and ROSPA's guidance on accessible play areas;
 - b. Surfacing of the Play Area Land will be appropriate to the intensity of use. Impact absorbing surfacing will be included beneath and around all play equipment where appropriate, in accordance with the relevant safety standards.

- c. The Play Area Land and Leisure/Sports Facility will be well drained;
 - d. Seating, cycle hoops and litter bins will be provided for the Play Area Land;
 - e. The Play Area Land equipment will be designed, manufactured, installed and maintained in accordance with BS EN1176:2008 and BS EN 1177:2008 and provided with clear signage as to who is responsible for the provision, maintenance and inspection of the equipment providing clear contact details upon such signage; and
 - f. The Owner will ensure that any parcel of Play Area Land intended for locally equipped play includes a minimum of six play experiences, and that any parcel intended for neighbourhood equipped play includes a minimum of nine play experiences.
6. To provide the Play Area Land and Leisure/Sports Facility in accordance with the details approved in this Agreement and pursuant to this Schedule 9 and the Planning Permission prior to Occupation of 50% of the Dwellings within the Phase that each parcel of Play Area Land or Leisure/Sports Facility is within unless otherwise agreed in writing by the Council.
7. Not to Occupy, cause permit or suffer Occupation of more than 50% of the Dwellings within the Phase that each parcel of Play Area Land or Leisure/Sports Facility is within until the Play Area Land and Leisure/Sports Facility has been provided unless otherwise agreed in writing by the Council which shall be evidenced by the issue of a Completion Certificate pursuant to this Schedule and the provisions of paragraph 9 onwards of this Schedule shall apply to the Play Area Land.

Inspection and Certification

8. Following completion of the works to lay out, provide or construct the Play Area Land, Leisure/Sports Facility and/or the SANG the Owner shall:
- a. Serve notice on the Council's Service Head – Community and Leisure inviting it to inspect the Play Area Land and/or the Leisure/Sports Facility and/or the SANG and issue a Completion Certificate confirming that the Play Area Land and/or the SANG and/or the Leisure/Sports Facility have been completed to its reasonable satisfaction;
 - b. If the Council chooses to inspect the Play Area Land and/or the SANG and/or the Leisure/Sports Facility and identifies necessary remedial works, the Council shall have 60 Working Days to issue a Remedial Notice and the Owner shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;
 - c. Upon completion of any remedial works, the Owner shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph b above and

issue a Completion Certificate confirming that the Play Area Land and/or the SANG and/or the Leisure/Sports Facility have been completed to their reasonable satisfaction

PROVIDED THAT the inspection procedure identified in paragraphs b and c above shall be repeated until such time as the Council issues a Completion Certificate in relation to the Play Area Land and/or the SANG and/or the Leisure/Sports Facility and PROVIDED FURTHER THAT if the Council do not undertake an inspection within 30 Working Days of receipt of a notice from the Owner inviting it to undertake an inspection of the Completion Certificate will be deemed to have been issued.

9. In the event of a dispute as to the content of a Remedial Notice and the required remedial works the provisions of clause 17 of this Agreement shall apply.

Maintenance

10. The Owner shall maintain the Play Area Land and Leisure/Sports Facility in accordance with the details approved pursuant to the Planning Permission, this Schedule or as otherwise approved in writing by the Council unless and until such time that the Play Area Land and Leisure/Sports Facility have been transferred to a Management Company and/or the Council.
11. This shall include the maintaining of the Play Area Land and Leisure/Sports Facility in a tidy condition by carrying out the following works at regular intervals:
 - a. Grass cutting;
 - b. Pruning of trees and shrubs and hedges;
 - c. Removal of weeds and dead plant materials;
 - d. Removal of rubbish debris and litter;
 - e. Maintaining any walls fences and footpaths within or along any boundaries in good condition; and
 - f. Replanting of any plants which may have died or are otherwise removed.

Transfer

12. At any time following the issue of a Completion Certificate in respect of the Play Area Land and/or the SANG and/or the Leisure/Sports Facility the Owner may elect to Transfer the Play Area Land and/or the SANG and/or the Leisure/Sports Facility to a Management Company PROVIDED THAT the Owner shall notify the Council in writing of such election prior to the transfer of the Play Area Land and/or the SANG and/or the Leisure/Sports Facility occurring.

13. Where the Owner has elected to transfer the Play Area Land and/or the SANG and/or the Leisure/Sports Facility to the Management Company then the Owner shall submit details of the Management Company to the Council for approval prior to the transfer of the Play Area Land and/or the SANG and/or the Leisure/Sports Facility occurring.
14. Nothing in this Schedule shall prevent the Owner transferring to the Management Company or appointing a Management Company to maintain and manage the Play Area Land and/or the SANG and/or the Leisure/Sports Facility and at a point in the future the Owner or the Management Company offering to transfer the Play Area Land and/or the SANG and/or the Leisure/Sports Facility to the Council.

AND If any surface water attenuation infrastructure and/or associated drainage infrastructure is to be constructed on any part of the Play Area Land and/or the SANG and/or the Leisure/Sports Facility to be transferred to the Management Company the Owner must either:

- a. notify the Council in writing prior to the transfer of the Play Area Land and/or the SANG and/or the Leisure/Sports Facility that such surface water attenuation infrastructure and/or associated drainage infrastructure will be adopted and enter into any necessary agreements to facilitate the adoption; or
- b. if the surface water attenuation infrastructure and/or associated drainage infrastructure is not to be adopted, submit to and have approved in writing by the Council a management and maintenance scheme prior to the transfer of the Play Area Land and/or the SANG and/or Leisure/Sports Facility for the surface water attenuation infrastructure and/or associated drainage infrastructure (which for the avoidance of doubt shall include details of how such management and maintenance shall be funded) and thereafter implement the approved management and maintenance scheme for the surface water attenuation infrastructure and/or associated drainage infrastructure.

The Owner covenants with the Council as follows:

1. Not to Commence Development until the Biodiversity Net Gain Management Scheme has been submitted to and approved in writing by the Council.
2. To carry out the Development in accordance with the approved details within the Biodiversity Net Gain Management Scheme.

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Schedule 11 - Primary School

The Owner covenants with the Council as follows:

Part 1 – Primary School Notice and Choice of Option

1. Prior to the submission of the first Reserved Matters Application to submit to the Council the Primary School Notice;
2. Not to submit the first Reserved Matters Application unless it has served on the Council the Primary School Notice;
3. The Council shall provide a written response within 20 Working Days of receipt of the Primary School Notice confirming whether the Council requires the provision of the Primary School or the St James's Expansion Option;
4. If the Primary School is to be provided the provisions of Parts 2 – 4 inclusive of this Schedule 11 shall apply;
5. If the St James' Expansion Option is to be provided then the provisions of Part 5 of this Schedule 11 shall apply;
6. For the avoidance of doubt the Council's decision (acting reasonably) on whether the Owner provides the Primary School or the St James' Expansion Option is final and the provisions of clause 17 (Disputes) do not apply to this Part 1 of Schedule 11;
7. If the Council does not provide the Owner with a reply to the Primary School Notice (which has been validly served pursuant to clause 18 of this Agreement) within the 20 Working Days allowed for in paragraph 3 above, then the Council shall be deemed to have given its approval to the option specified by the Owner in the Primary School Notice.

Part 2 - Primary School Delivery Plan and Primary School Application

1. Prior to the submission of the first Reserved Matters Application to submit to the Council for its written approval the Primary School Delivery Plan;
2. Not to submit the first Reserved Matters Application unless the Council has given its written approval to the Primary School Delivery Plan;
3. To undertake the actions set out in the Primary School Delivery Plan which has been approved by the Council pursuant to paragraph 1 above;
4. To ensure that the Primary School Application is prepared in accordance with the agreed Primary School Delivery Plan;
5. To submit the Primary School Application to the Council prior to Occupation of 100 Dwellings;

6. Not to Occupy more than 100 Dwellings until it has submitted the Primary School Application to the Council;
7. To use Reasonable Endeavours to obtain the grant of planning permission for the Primary School;
8. To novate the benefit of any plans, reports, studies or other documents submitted as part of the Primary School Application to the Council (in its capacity as local education authority) and to ensure that the appointment of any consultants engaged in the Primary School Application agree to the provision of collateral warranties in favour of the Council (in its capacity as local education authority);
9. To enter promptly into any planning obligations under section 106 of the Act or variations to this Agreement required by the Council pursuant to the Primary School Application; and
10. To enter promptly into any highways agreements with the Council which may be required to provide pedestrian and vehicular access to the Primary School Land pursuant to the Primary School Application.

Part 3 – Transfer of the Primary School Land

1. Upon the date of the Commencement of Development and at any time thereafter until transfer of the Primary School Land to the Council to allow the Council access to the Primary School Land at all reasonable times and as many times as the Council may reasonably require for the purposes of undertaking site surveys, boreholes, environmental investigations, archaeological investigations and other similar activities which may be agreed between the Owner and the Council subject to:
 - a) five Working Days' prior written notice being provided to the Owner;
 - b) to comply with the Owner's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - c) the Council shall make good any damage caused to the Primary School Land as soon as reasonably possible after any such damage is caused and this shall include the payment to the Owner of compensation for any crop damage caused by the Council's access to the Primary School Land as soon as possible after any such damage;
2. To transfer the Primary School Land to the Council prior to Occupation of 400 Dwellings:
 - a. free from any financial charges;
 - b. free from any leases;
 - c. with vacant possession;
 - d. for the sum of £■■■■;
 - e. with grounds levels in accordance with the agreed Primary School Delivery Plan;

- f. with perimeter fencing erected at the date of transfer to a specification previously agreed with the Council;
- g. the transfer to include:
 - i. the grant of all necessary vehicular and pedestrian rights of access over the access routes and over the Land required by the Council to be constructed pending their adoption as publicly maintainable highway; and
 - ii. the benefit of all rights and easements required for and rights to use, construct, inspect, maintain and replace the Primary School Services pending their adoption as publicly maintainable; and
 - iii. the right to drain surface water to a watercourse on the Owner's retained land and to construct inspect repair maintain replace and use a pipe under or over the Land as may be required for that purpose (the location thereof to be agreed by the Owner); and
 - iv. an obligation on the Owner to enter into such deed of easement or consent or wayleave as any utility provider responsible for the supply and use of any services that may reasonably be required by the Council to the Primary School Land after the date of the transfer; and
 - v. a restriction on the Council not to use the Primary School Land other than for education use including community use of the school facilities outside of normal teaching times; and
 - vi. rights of entry onto the Primary School Land in favour of the retained parts of the Land in order to comply with this Agreement and the Planning Permission subject to:
 - (i) the Owner giving not less than ten Working Days written notice to the Council;
 - (ii) the Owner making good any damage caused to the Primary School Land as soon as possible after any such damage is caused; and
 - (iii) persons entering the Primary School Land once the Primary School is operational to be accompanied by a member of school staff at all times or have completed the appropriate Disclosure and Barring Service check and has provided evidence of such to the Council or school staff before entering the Primary School Land.
- 3. The Owner shall not Occupy more than 400 Dwellings until the Primary School Land has been transferred to the Council in accordance with paragraph 2 above;
- 4. From the date of Commencement of Development until the date that the Primary School Land is transferred to the Council to:
 - i. not use the Primary School Land for any purpose other than as a grassed area of private amenity open space or grazing land; and

- ii. keep the Primary School Land tidy and free of debris or other material, structures and chattels.
5. To ensure that on transfer of the Primary School Land to the Council, the Primary School Land:
- i. is accessible from the public highway over an access constructed to at least sub-base course level and suitable for construction traffic;
 - ii. all the Primary School Services have been constructed to the boundary of the Primary School Land (at precise locations to be agreed between the Owner and the Council) and are ready for immediate connection and use PROVIDED THAT the Owner and the Council may agree in writing a later trigger point for the delivery of the Primary School Services pursuant to this provision (both parties acting reasonably); and
 - iii. all necessary wayleaves and/or easements as may be required by the relevant services suppliers have been granted to enable the construction, provision and use of the services for the supply and removal of electricity, water, sewage, telecommunications, data and other services and utilities to and from the Primary School Land.

Part 4 – Primary School Contribution

Upon transfer of the Primary School Land to the Council pursuant to Part 3 of this Schedule 11 the Owner shall pay the Primary School Contribution to Council.

Part 5 – St James' School Expansion Option

1. Where it has been agreed under Part 1 of this Schedule 11 that the St James' Expansion Option is to be provided the Owner shall submit the St James' Expansion Option Delivery Plan to the Council for its written approval prior to the submission of the first Reserved Matters Application;
2. Not to submit the first Reserved Matters Application unless the Council has given its written approval to the St James' Expansion Option Delivery Plan;
3. To use Reasonable Endeavours to obtain planning permission for the St James' Expansion Option together with any other approvals or consents required;
4. To undertake the required steps for the provision of St James' Expansion Option as set out in the approved St James' Expansion Option Delivery Plan;
5. To complete the St James' Expansion Option so that the expanded St James' School is completed, ready and open to accept pupils prior to Occupation of the 400th Dwelling;
6. Not to Occupy more than 400 Dwellings until the St James' School has been completed ready and open to accept pupils in accordance with the provisions of this Part 5.

SCHEDULE 12 Formal Sports Provision

1. The Owner covenants to pay the Formal Sports Provision Contribution to the Council prior to the Occupation of the 1,000th Dwelling for swimming facilities outside the Development in Dorset and / or Hampshire.
2. The payment of the Formal Sports Provision Contribution will only be payable after consultation with Sports England has taken place and it has provided a recommendation as to which parts of, or swimming facilities in Dorset and / or Hampshire should receive the Formal Sports Provision Contribution.

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SCHEDULE 13 - Management Company

The Owner covenants with the Council as follows:

1. Prior to the Occupation of the first Dwelling to establish the Management Company limited by guarantee for the purposes of monitoring, managing, and maintaining the Leisure/Sports Facility, the Community Hall, the Play Area Land, the Allotments and the SANG Land and relevant parts of the common use areas in accordance with the terms of this Agreement.
2. The Management Company shall carry out the monitoring, management, and maintenance of the Community Hall, Leisure/Sports Facility, Play Area Land, SANG Land, Allotments, and relevant parts of the common use areas in accordance with the terms of this Agreement.
3. The Management Company shall be funded by means of annual service charges payable by all owners of the Dwellings.
4. The Owner shall procure that there is included in the transfer deed of the freehold or leasehold interest in each of the Dwellings a requirement that each transferee shall pay an annual service charge to the Management Company for the ongoing monitoring, maintenance and management of the Leisure/Sports Facility, the Community Hall, the Play Area Land, the Allotments and the SANG Land and relevant parts of the common use areas and the Owner shall ensure that the annual service charge shall be at a level that allows the Management Company to pay for the relevant monitoring, management and maintenance of the Leisure/Sports Facility, the Community Hall, the Play Area Land, the Allotments and the SANG Land and relevant parts of the common use areas.
5. The Owner shall include in the contract for sale for each Market Dwelling an obligation on the part of the purchaser or lease to become a member of the Management Company and to be bound by the terms of the Management Company and abide by any reasonable regulations made by it.
6. The Owner shall include in the contract for sale of each Affordable Dwelling an obligation on the part of the Approved Provider to become a member of the Management Company (with relevant proportionate voting rights in respect of the unit owned) and to be bound by the terms of the Management Company and abide by any reasonable regulations made by it.

SCHEDULE 14- AONB

The Owner covenants with the Council as follows:

1. Not to Occupy any Dwelling within the Development until the AONB Contribution has been paid to the Council in full;
2. To only Occupy any Dwelling within the Development if the AONB Contribution has been paid to the Council in full;
3. To pay the AONB Management Contribution in respect of a Phase prior to First Occupation of that Phase; and
4. Not to Occupy any Dwellings in a Phase unless the AONB Management Contribution for that Phase has been paid to the Council.

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SCHEDULE 15 – Care Home Facility

The Owner covenants to provide the Care Home Facility prior to the Occupation of the 850th Dwelling.

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SCHEDULE 16 – Sleepbrook Farm Covenants

1. The Appellant covenants to transfer the Sleepbrook Farm Buffer to the Owner prior to the Occupation of the First Dwelling.
2. The Owner covenants to submit in writing to the Council for its approval the Sleepbrook Farm Land Mitigation and Grazing Management Plan prior to the Occupation of the first Dwelling.
3. The Owner further covenants to not occupy the first Dwelling until i) the Sleepbrook Farm Buffer has been transferred to it by the Appellant and ii) the Council has approved the Sleepbrook Farm Land Mitigation and Grazing Plan.

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SCHEDULE 17 - Council's Covenants

The Council covenants with the Owner as follows:

1. The Council shall enter into a Highways Agreement with the Owner to secure the provision of the Highway Works and their subsequent adoption as a publicly maintainable highway within a reasonable timescale so as not to cause any undue delay to the Development subject to any such Highways Agreement or Highway Consent being in an agreed form and provided further that the Owner has first paid the Council's reasonable costs incurred in reviewing and completing any such agreement.
2. That in the event that the Contributions have other than the SANG Bond, have not been spent or committed for expenditure by the Council within ten (10) years following the date of receipt of the final Contribution, the Council shall refund to the party that paid Contribution or any part of the Contribution which has not been spent or committed for expenditure, together with any accrued interest.
3. To pay within 15 Working Days of receipt the Public Rights of Way (Hampshire) Contribution to Hampshire County Council.
4. To pay within 15 Working Days of receipt the New Forest SPA / SAC Air Quality Contribution and the New Forest Strategic Access Management and Monitoring Contribution to New Forest District Council.
5. Not to use any part of the Contributions other than for the purposes for which they were paid but for the avoidance of doubt the Council does not covenant on behalf of Hampshire County Council, New Forest District Council or the Cranborne Chase National Landscape Team.
6. To use the SANG Bond only for the purposes of managing and maintaining or undertaking any SANG Works on the SANG Land.
7. To return any unspent SANG Bond to the Owner at the conclusion of the SANG Period.
8. If agreed with the Developer to apply the Contributions to a third party for projects within East Dorset, proposed by the Developer and agreed by the Council.

Appendix 1 Affordable Housing Mix

The Affordable Dwellings shall be provided by the Owner in the following tenure mixes:

First Homes:

Bedrooms	Number of Units
1	48
2 (flat)	21
2 (house)	21
3	45
4 +	21
TOTAL:	156

Affordable Rent (excluding extra-care):

Bedrooms	Number of Units
1	87
2 (house)	100
3	84
4 +	29
TOTAL:	300

Shared Ownership:

Bedrooms	Number of Units
1	49
2 (flat)	11
2 (house)	26
3	37
4 +	18
TOTAL:	141

Appendix 2 Health Care Centre Specification

Primary Care/Community Health Premises Schedule Of Standards And Minimum Design Requirements

All development of new estate (and where possible, reconfiguration of existing estate) must comply with the guidance as set down in HBN 11-01 - 'Facilities for primary and community care services'.

The main structure should be designed for a minimum lifespan of 60 years as defined in BS 7543 (unless agreed otherwise in writing, for example the adoption of volumetric modular solutions and the like). The parties shall also work together to choose materials for roofing, cladding and windows which do not require major maintenance within 20 years (provided that routine maintenance is carried out in accordance with manufacturers written recommendations). Warranties and/or insurance backed guarantees for materials and workmanship shall be provided wherever possible/available.

The Contractor shall identify how the building might be increased in size by a further minimum of 75% of its GIA. The Contractor shall seek informal confirmation from the local planning authority of their agreement in principle to the identified future expansion, subject to appropriate applications and consultation at the time of application.

To aid future internal flexibility the internal partitions shall where-ever possible be of a non-load bearing construction, built off the screed. Any acoustic issues associated with this approach to be addressed.

The contractor shall include a section within the handover manuals which details future development opportunities, any outline agreements with the Local Authority, structural information, service locations/details etc. where appropriate.

To account for expansion the contractor is to highlight any provisions for expansion, not only in terms of the physical clinical spaces, but also in terms of plant allowances for all effected MEP services and the like.

The works to be undertaken will comply with the following non-exhaustive or exclusive list:

- Current Building Regulations.
- All relevant and current British Standards and Codes of Practices.
- Current applicable EC Regulations and Directives where there is no applicable British Standard and/or Codes of Practice.
- The Health and Safety at Work Etc. Act 1974 associated regulations and legal guidance.
- All relevant manufacturer's literature and Agreement certificates.
- Relevant recommendations of appropriate trade bodies and associations.
- The recommendations of the ICB Fire Officer (or ICB appointed external consultant), local Fire Brigade and the Public Health Officer.
- The recommendations of the ICB Infection Prevention and Control Team (or ICB appointed external consultant).
- Specific requirements instructed by the ICB Project Manager (PM) through user consultation, design workshops etc.

- HBNs and HTMs, unless agreed otherwise in writing.
- Any BIM Level 2 requirements in accordance with PAS1192-2:2013 and the Government mandate from 2016.

The Contractor/Developer shall be responsible for:

Group 1 The specification, supply, and installation of all (fixed) equipment, e.g., shelving, worktops, storage cupboards, fixed seating etc. and all services. Where specific diagnostics equipment is selected by the clinical team for specific clinical requirements, this will be defined in a timely manner to enable the Contractors to coordinate and ensure suitable provision within the build programme (see also Group 2 below). Note: Specialist medical diagnostic equipment will not be provided by ICB

Group 2 Taking delivery and installation of equipment (fixed) which the client or occupiers will specify and either purchase or transfer from other facilities, e.g., paper towel/soap dispensers, notice boards, white boards, clocks, etc.

This group may also include specialist equipment where an installation or associated 'fitout' is required, such as specific diagnostic equipment and the like. Where specialist equipment is listed as group 2 it is the contractor's responsibility to ensure the specialist fit-out contractors are priced within the construction contract sum and that the necessary liaison with specialist contractors is carried out to ensure that the services are coordinated. The extent of this equipment is to be reviewed on a project-by-project basis and agreed ahead of appointment. Such works would be co-ordinated, managed and supervised by the appointed Principal Contractor.

Group 3 (loose) equipment will be specified, supplied, and placed in position by the ICB or GP Practice occupiers or the like, for example chairs, trolleys, computers, desks, disposables etc. These shall be brought into the facility following Completion and the Contractor has no obligation here other than in planning and incorporation of fixtures into the design/drawings.

The Contractor shall also allow for the supply and installation of any mounting plates, pattresses etc that need to be built into the structure to accommodate the fixing of such items. Particular attention needs to be paid to pattresses required for medical equipment and patient call screens, accessible grab rails etc.

The ICB would like to see a new approach to sustainability, focussing on development of efficient, ultra-low energy, flexible facilities that are adaptable to climate change. Construction and operation practices should help the ICB achieve buildings that are fit for purpose and good for both the environment and the people within them. What The ICB builds and uses should reflect its mission of providing the best health-promoting environments while using natural resources efficiently and effectively.

No single certification or framework is likely to satisfy the numerous needs of the ICB, but for simplicity and continuity we would expect to achieve performance consistent with BREEAM "Excellent" (new build) and "Very Good" (existing build), while embodying new best practices contained in frameworks such as the WELL Building Standard. Our overall goal is not necessarily to attain a design certification level but rather to promote and maintain efficient, flexible, ultra-low energy, resilient and healthy facilities over time.

Engineering Design Requirements

The following standards, current at the time, shall be utilised by the designer to inform the design proposals.

- British and European Standards

- NHS Publications including HBN's and HTM's
- Building Regulations
- CIBSE Guides, Commissioning Coder, Application Manuals and Technical Memoranda

A considerable amount of information available to the Designer is contained in HTM which provide specification and design guidance on building components for healthcare buildings which are not adequately covered by British Standards.

The design shall be compliant with the above standards, although it is recognised there are areas where the guides are not aligned or do not match current best practice.

In addition, in terms of refurbishment projects, there may be reliance on some existing services which may be non-compliant due to their age.

In these instances, a design compliance statement schedule is to be provided, developed, and discussed with the ICB key stakeholders for sign-off at every design gateway.

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Appendix 3 Viability Review

FORMULA 1 (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (C - D) - P)$$

Where:

A = Early Stage Review GDV (£)

B = Application Stage GDV (£)

C = Early Stage Review Build Costs (£)

D = Application Stage Build Costs (£)

P = (A - B) * Y

Y = Target Return (%)

Notes:

(A - B) represents the change in GDV from the date of Planning Permission to the date of review.

(C - D) represents the change in build costs from the date of Planning Permission to the date of review.

P represents developer profit on change in GDV.

The agreed Benchmark Land Value is £ [REDACTED]

FORMULA 2 (Additional affordable housing)

X = Additional Affordable Dwellings

$$X = ((E * F) \div (A - B)) \div D$$

Y = Intermediate (Shared Ownership / First Homes)

$$Y = ((E * G) \div (A - C)) \div D$$

Where:

A = Average Market Housing Value (£ per m²)

B = Average Low Cost Rent Housing Value (£ per m²)

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development

E = Surplus profit available for Additional Affordable Dwellings as determined in Formula 1 (£)

F = Percentage of surplus profit available for Additional Affordable Dwellings to be used for Low Cost Rent Housing (%)

G = Percentage of surplus profit available for Additional Affordable Dwellings to be used for Intermediate Housing (%)

Notes:

$(A - B)$ = Difference in average value of Market Dwellings per m² and average value of low cost rent housing per m² (£)

$(A - C)$ = Difference in average value of Market Dwellings and average value of Intermediate housing per m² (£)

$(E * F)$ = Policy surplus to be used for low cost rent housing (£)

$(E * G)$ = Policy surplus to be used for Intermediate Housing (£)

$(E * F) \div (A - B)$ = Additional low cost rent housing requirement (m²) (£)

$(E * G) \div (A - C)$ = Additional Intermediate Housing requirement (m²) (£)

FORMULA 3 (Surplus profit available for additional affordable housing contribution)

X = Late Stage Review Contribution

$X = (((A + B) - C) - ((D + E) - F) - P) \times 0.6$

A = GDV achieved on sale/ lease of 1,000 Dwellings and GDV from other parts of the Development sold / let and other income receipts (£)

B = Estimated GDV for parts of the Development that are yet to be sold / let and other income sources (£)

C = GDV determined as part of the assessment of viability at the time Planning Permission was granted (or as determined in previous review) (£)

D = Build Costs incurred at the time of review (£)

E = Estimated Build Costs for remainder of the Development (£)

F = Total Build Costs determined as part of the assessment of viability at the time Planning Permission was granted (or as determined in previous review) (£)

P = $(A + B - C) * Y$; Developer profit on change in GDV (£)

Y = Developer profit as a percentage of GDV as determined at the time planning permission was granted (%)

Notes:

$(A + B - C)$ represents the change in GDV from the date of the Planning Permission (or previous review if triggered) to the Late Stage Review Date.

$(D + E - F)$ represents the change in Build Costs from the date of the Planning Permission (or previous review if triggered) to the Late Stage Review Date.

P represents developer profit on change in GDV.

0.6 represents the 60 per cent of the surplus profit to be used by the Council for additional affordable housing, after the developer's profit (P) has been deducted.

The agreed Benchmark Land Value is £ [REDACTED]

Formula 4

X = Late Stage Review Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

A = Average Market Housing Value per m² (£)

B = Average Low Cost Rent Housing Value per m² (£)

C = Average Intermediate Housing Value per m² (£)

D = Average Habitable Room size for Development (m²)

E = shortfall in Habitable Rooms of Affordable Rent housing required to be provided as part of the Development at date of Late Stage Review (for the avoidance of doubt, taking into account any such Habitable Rooms required following the Early Stage Review) against Affordable Housing target tenure split (Habitable Rooms)

F = shortfall in Habitable Rooms of Shared Ownership Housing Units and First Homes Units required to be provided as part of the Development at date of Late Stage Review (for the avoidance of doubt, taking into account any such Habitable Rooms required following the Early Stage Review)

Appendix 4 - Illustrative Planning Strategy

To make an application under section 73 of the Act, amending/revising such conditions and providing such supporting information as is necessary to:

“Grey out” the agreed school site 2 hectare location, leaving that area within the red line of the appeal site.

Ensure that drawings/ supporting information is consistent with that grey-out.

Ensure that Environmental Impact Assessment requirements are met, including as necessary:

- a. An assessment of the likely effect of the scheme as revised, having regard to the conclusions in the original ES
- b. In combination effects with the school site development.

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Appendix 5 – Infrastructure Delivery Plan

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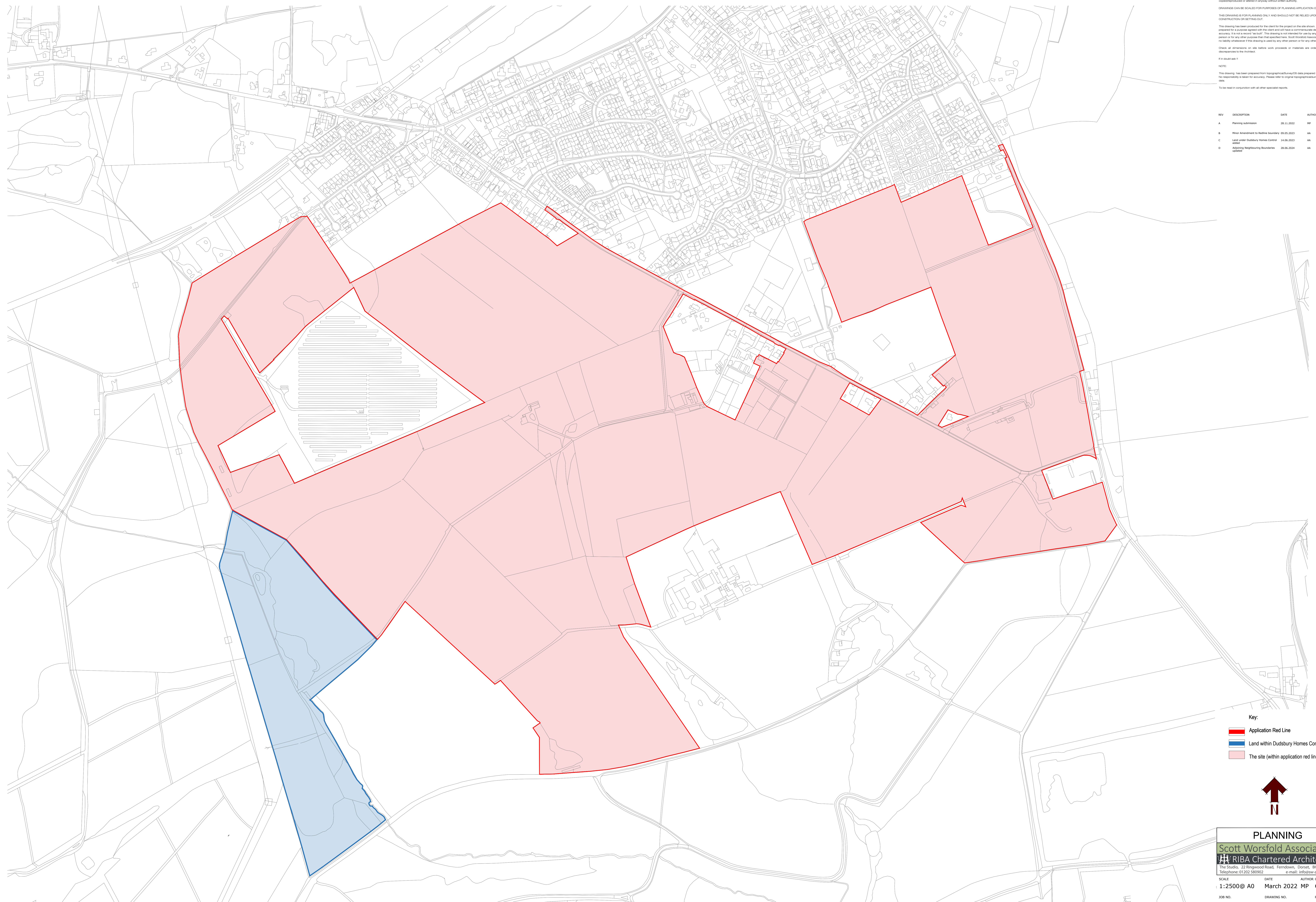
Plan 1 – Site Location Plan

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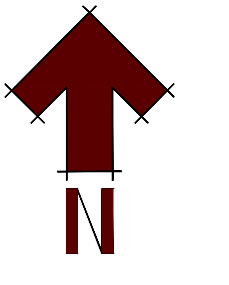
NOTE: This drawing has been prepared from topographical survey/GIS data provided by others. No responsibility is taken for accuracy. Please refer to original topographical survey/GIS data. To be used in conjunction with all other specialist reports.

REV	DESCRIPTION	DATE	AUTHOR	CHKD
A	Planning submission	28.11.2022	MP	-
B	Minor Amendment to Redline boundary	09.02.2023	AA	-
C	Land within Dudsbury Homes Control added	14.02.2023	AA	-
D	Adding Neighbouring Boundaries	28.05.2024	AA	-



Key:

■	Application Red Line
■	Land within Dudsbury Homes Control
■	The site (within application red line) (12 sites)

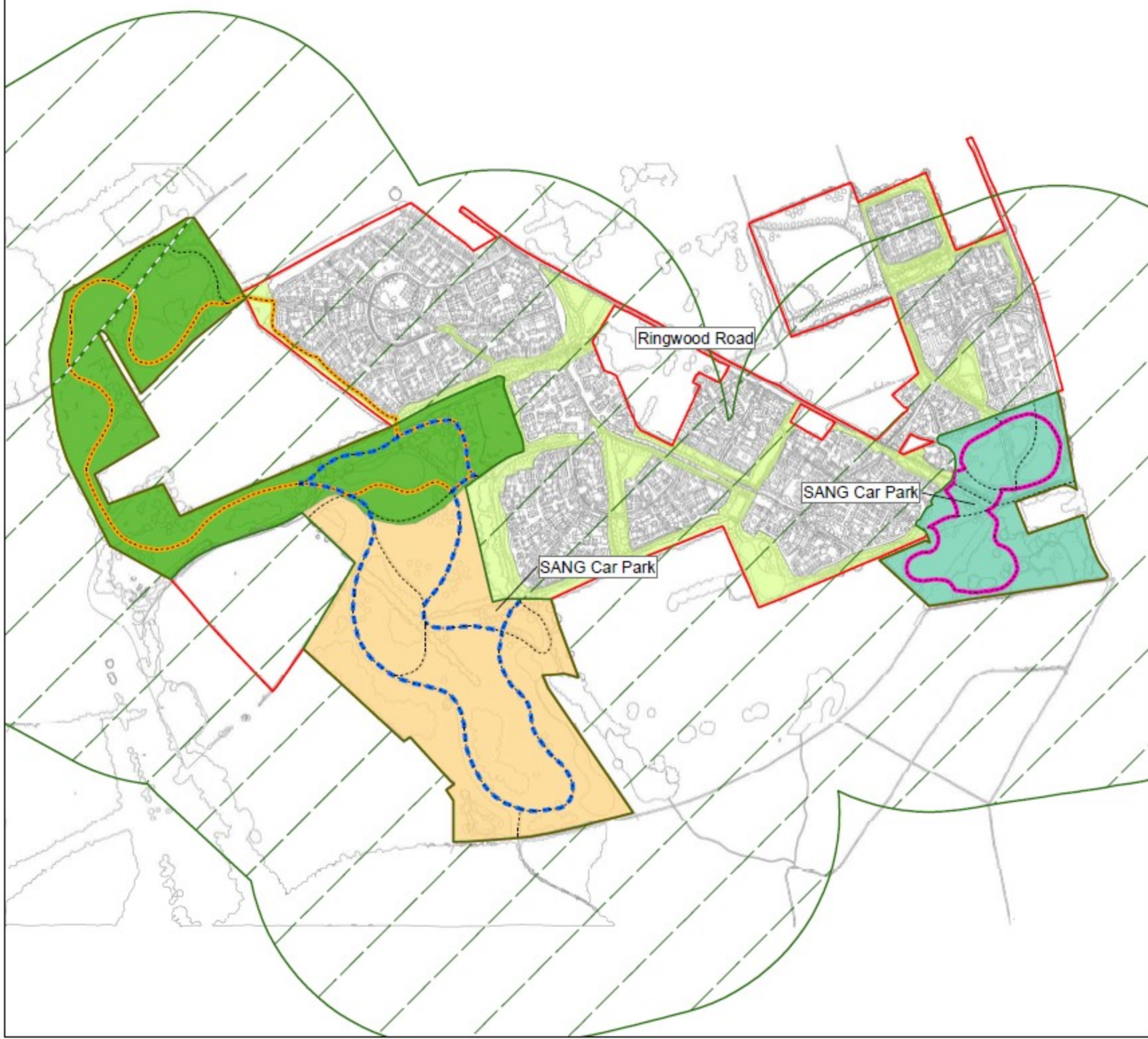


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





SCALE	DATE	AUTHOR	CHKD
1:2500@ A0	March 2022	MP	GW
JOB NO.	DRAWING NO.	REV	
22-1126	LP.01	D	

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MAP 3 Proposed SANG Network



KEY

-  Site boundary
- Proposed SANG network**
-  Cross Roads Plantation SANG - 20.2ha
-  Alderholt Common SANG - 23.5ha
-  Harbridge Drove SANG - 9.7ha
-  400m linear distance from Proposed SANGs
-  Green infrastructure corridors
-  Public right of way
-  SANG paths
-  Circular walk 1 - 2.5km
-  Circular walk 2 - 2.3km
-  Circular walk 3 - 1.2km

SCALE: 1:7,500 at A3



CLIENT: Dudson Homes (Southern)

PROJECT: Alderholt Meadows, Fordingbridge

DATE: 29 November 2022

Version: 01 (01/11/2022) (01/11/2022) (01/11/2022) (01/11/2022) (01/11/2022) (01/11/2022) (01/11/2022) (01/11/2022) (01/11/2022) (01/11/2022)

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