

- 11.2 shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Qualifying Developing Body or to the District Council for a consideration of 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

if such disposal has not completed within the three month period, the Mortgagee or Chargee shall be entitled to dispose of the Affordable Housing Units free from the covenants in this SCHEDULE 1 which provisions shall determine absolutely.

Part 5 – Delivery Review

- 1 The provisions of this Part 5 of Schedule 1 shall apply ONLY if:
 - 1.1 a Reserved Matters Application pursuant to the Outline Planning Permission has been submitted to and approved by the District Council; and
 - 1.2 the Owner has been unable to enter into the Contract required by Part 3 of this Schedule 1 for the disposal of the Affordable Housing Units to the named Qualifying Developing Body forming part of the Affordable Housing Specification submitted and approved in accordance with Part 2 of this Schedule 1.
- 2 Provided that the Owner has used all reasonable endeavours to enter into a Contract for disposal of all the Affordable Housing Units to the Qualifying Developing Body named in the approved Affordable Housing Specification to secure delivery of the Affordable Housing Units in accordance with the approved Reserved Matters application and approved Affordable Housing Specification for a period of at least six (6) months commencing from whichever shall be the later of either (i) the date of approval of the Reserved Matters application or (ii) the date of commencement of marketing of all the Affordable Housing Units to Qualifying Developing Bodies, but has been unable to do so, they may give written notice to the District Council of that fact accompanied by the information and other evidence referred to in paragraph 3 of this Part 5 and request a review of (i) the approved Affordable Housing Specification and (ii) the parameters thereof set out in clause 3.2 of Part 2 of this Schedule 1.
- 3 A request for a review as set out in clause 2 of this Part 5 shall (hereafter referred to as a “Delivery Review”) shall be accompanied by:
 - 3.1 Details of the reasonable endeavours to dispose of the Affordable Housing Units to the Qualifying Developing Body or any alternative Qualifying Developing Body on terms that are reasonable in all respects, together with the names of such bodies and the responses received (if any) and the reasons why such bodies were unable or unwilling to enter into the required Contract.
 - 3.2 Proposals in respect of a revised Affordable Housing Specification and proposals for alternative parameters for such Specification to supersede those required by clause 3.2 of Part 2 of this Schedule 1.
- 4 The District Council shall be entitled within a period of twenty (20) Working Days commencing with the date of receipt of a request for a Delivery Review to request in writing such additional information as it may reasonably require to assess the extent to which the requirement to use all reasonable endeavours has been complied with either before or during the period of six (6) months referred to in clause 2 of this Part 5. In the event of such request, the period for determination of the request for Delivery Review as set out in clause 5 below shall run from the date of full receipt of such additional information.

- 5 Within a period of twenty (20) Working Days from whichever is the later date of (i) receipt of the request for a Delivery Review, or (ii) any additional information requested in accordance with clause 4 of this Part 5, or (iii) such other longer period as may be agreed in writing between the Owner and the District Council, the District Council shall determine such Delivery Review request in the manner set out in clause 6 or 7 (as the case may be) of this Part 5.
- 6 Where the District Council does not consider the Owner to have complied with the requirements in clause 3 of this Part 5 and rejects the request for a Delivery Review, its written determination shall state the reason(s) for such dissatisfaction and, in the event there is disagreement between the District Council and Owner in respect of the reason(s) provided either party may refer the matter for determination by an expert under clause 12 of this Deed (FOR THE AVOIDANCE OF DOUBT this shall not apply to the quantum of Affordable Housing).
- 7 Where the District Council considers the Owner to have complied with the requirements in clause 3 of this Part 5, its written determination shall state this fact and the proposals for a revised Affordable Housing Specification (as required to be submitted by clause 3.2 of this Part 5) shall be approved and shall be deemed to be substituted for the Affordable Housing Specification originally approved.

Schedule 2 Financial Contributions to the District Council

Part 1 - NHS Acute Contribution

1. The Owner covenants to pay to the District Council the NHS Acute Contribution prior to Occupation of the first Dwelling erected at the Site.
2. The Owner covenants not to Occupy any of the Dwellings on Site unless and until the NHS Acute Contribution has been paid to the District Council.
3. The NHS Acute Contribution is to be paid for the purpose of the provision by the NHS SWFT of acute and planned healthcare infrastructure and shall be paid by the District Council to the NHS SWFT as soon as practicably possible if the District Council is satisfied that the monies are committed for expenditure on the purposes specified herein.

Part 2 – NHS Clinical Contribution

1. The Owner covenants to pay to the District Council the NHS Clinical Contribution as follows:
 - 1.1. 50% (fifty percent) prior to 25% (twenty five percent) Occupation; and
 - 1.2. The remaining 50% (fifty percent) prior to 50% (fifty percent) Occupation.
2. The Owner covenants not to Occupy any of the Dwellings on Site past the trigger points in paragraph 1.1 to 1.2 unless and until the relevant tranche of the NHS Clinical Contribution shall have been paid to the District Council.
3. The NHS Clinical Contribution is to be paid towards the improvement and/or extension of primary care infrastructure at Trinity Court, Rother House and Bridge House Surgeries in Stratford upon Avon and shall be paid by the District Council to the NHS ICB as soon as practicably possible if the District Council is satisfied that the monies are committed for expenditure on the purposes specified herein.

Part 3 – Biodiversity Gain Land Monitoring Contribution

1. The Owner covenants to pay to the District Council the Biodiversity Gain Land Monitoring Contribution immediately prior to Commencement of Development.
2. The Owner covenants not to Commence Development unless and until the Biodiversity Gain Land Monitoring Contribution has been paid to the District Council.

Schedule 3 Financial Contributions to the County Council

Part 1

EDUCATION CONTRIBUTION

1. The Owner covenants to pay to the County Council the Education Contribution as follows:
 - 1.1. 25% (twenty five percent) prior to first Occupation;
 - 1.2. 25% (twenty five percent) prior to 25% (twenty five percent) Occupation; and
 - 1.3. The balance prior to 50% (fifty percent) Occupation.
2. The Owner covenants not to Occupy any of the Dwellings on Site unless and until the payment referred to in paragraph 1.1 above shall have been paid to the County Council.
3. The Owner covenants not to Occupy more than 25% (twenty five percent) of the Dwellings on Site until the payment referred to in paragraph 1.2 above shall have been paid to the County Council.
4. The Owner covenants not to Occupy more than 50% (fifty percent) of the Dwellings on Site until the payment referred to in paragraph 1.3 above shall have been paid to the County Council.
5. The Early Years / Pre-School Contribution is to be paid to the County Council towards the costs of additional early years / pre school provision in the local area to service the Development.
6. The Primary Contribution is to be paid to the County Council towards the costs of additional primary school provision in the local area to service the Development.
7. The Secondary Contribution is to be paid to the County Council towards the costs of additional secondary school provision in the local area to service the Development.
8. The Post 16 Education Contribution is to be paid to the County Council towards the costs of additional Post 16 education provision in the local area to service the Development.
9. The Primary SEN Contribution is to be paid to the County Council towards the costs of additional primary school SEN provision in the local area to service the Development.
10. The Secondary / Post 16 SEN Contribution is to be paid to the County Council towards the costs of additional secondary school / Post 16 provision in the local area to service the Development.

Part 2
LIBRARY CONTRIBUTION

1. The Owner covenants to pay to the County Council the Library Contribution prior to Occupation of 50% (fifty percent) of the Dwellings.
2. The Owner covenants not to Occupy more than 50% (fifty percent) of the Dwellings on Site unless and until the Library Contribution shall have been paid to the County Council.
3. The Library Contribution is to be paid to the County Council towards the provision enhancement and extension of the facilities or services of local library services that would be utilised by future residents of the Development.

Part 3
PUBLIC RIGHTS OF WAY CONTRIBUTION

1. The Owner covenants to pay to the County Council the Public Rights of Way Contribution prior to the Occupation of 50% (fifty percent) of the Dwellings.
2. The Owner covenants not to Occupy more than 50% (fifty percent) of the Dwellings on Site unless and until the Public Rights of Way Contribution shall have been paid to the County Council.
3. The Public Rights of Way Contribution is to be paid to the County Council for the purpose of ongoing maintenance and improvements to public rights of way within a 1.5 mile radius of the Site.

Part 4
BUS STOP INFRASTRUCTURE CONTRIBUTION

1. The Owner covenants to pay to the County Council the Bus Stop Infrastructure Contribution prior to the first Occupation of the Development.
2. The Owner covenants not to Occupy any of the Dwellings on Site unless and until the Bus Stop Infrastructure Contribution shall have been paid to the County Council.
3. The Bus Stop Infrastructure Contribution is to be paid to the County Council towards the costs of cleaning and maintaining two bus shelters and to deliver a fare promotion to encourage use of the bus service serving the Development.

Part 5

ROAD SAFETY INITIATIVES CONTRIBUTION

1. The Owner covenants to pay to the County Council the Road Safety Initiatives Contribution prior to the first Occupation of any Dwelling on the Development.
2. The Owner covenants not to Occupy any of the Dwellings on Site unless and until the Road Safety Initiatives Contribution shall have been paid to the County Council.
3. The Road Safety Initiatives Contribution is to be paid to the County Council to support road safety initiatives with the community which include road safety education for schools and training/education for other vulnerable road users within the local area.

Part 6

BUS SERVICES CONTRIBUTION

1. The Owner covenants to pay to the County Council the Bus Services Contribution in the following instalments:
 - 1.1. 25% prior to the Occupation of any Dwellings on the Site
 - 1.2. 25% on the first anniversary of the payment made pursuant to paragraph 1.1 above
 - 1.3. 25% on the second anniversary of the payment made pursuant to paragraph 1.1 above
 - 1.4. 25% on the third anniversary of the payment made pursuant to paragraph 1.1 above
2. The Owner covenants not to Occupy any Dwellings on Site unless and until the payment pursuant to paragraph 1.1 shall have been paid to the County Council.
3. The Bus Services Contribution is to be paid to the County Council for the purpose of maintaining a bus service for the Development to Kineton, Gaydon, Upper Lighthorne, Wellesbourne Village, Loxley and Stratford upon Avon.

Schedule 4

PUBLIC OPEN SPACE AND SITE INFRASTRUCTURE

PART 1: DEFINITIONS

"Allotments and Community Gardens"	means allotments and community gardens/orchards;
"Children and Young People's Equipped Play Facilities"	means areas for play and social interaction involving children and young people, including Local Areas of Play (LAP), Local Equipped Areas of Play (LEAP), Neighbourhood Equipped Areas of Play (NEAP), Multi-use Games Areas (MUGAs), ball courts, skateboard areas, BMX tracks & teenage shelters
"Final Completion Certificate"	means the certificate to be issued by the District Council or deemed to be issued confirming final laying out and completion of the whole of the Public Open Space and/or Site Infrastructure (as applicable) and the rectification of any defects;
"Maintenance Period"	means a period of at least 12 months commencing from the issue of a Practical Completion Certificate and ending with the issue of the Final Completion Certificate in respect of the Public Open Space and/or Site Infrastructure (as applicable) unless otherwise agreed in writing by the District Council
"Management Company"	means a body approved by the District Council appointed for the purposes of managing and maintaining the Public Open Space and/or Site Infrastructure and may include a community trust company or other body set up to manage the Public Open Space and/or Site Infrastructure for the benefit of the occupants of the Site PROVIDED THAT the body's memorandum and articles of association shall be created so that sufficient profits are retained and applied to the maintenance of the Public Open Space and/or Site Infrastructure and full details of the memorandum and articles of association shall be provided to the District

	Council for the purposes of approval of the body PROVIDED FURTHER THAT where a body is proposed that is already in existence then details of its memorandum and articles of association shall be provided to the District Council and these documents must show that sufficient profits are retained and applied to the maintenance of the Public Open Space and/or Site Infrastructure;
"Parish Council"	means Wellesbourne Parish Council;
"Parks/Gardens and Amenity Space"	Means non-strategic local Parks, local public gardens, amenity greenspace for informal recreation spaces, communal green spaces in and around housing, and village greens
"Public Open Space"	means the area to be provided pursuant to the Outline Planning Permission within the Site for recreation and amenity space purposes whose exact location shall be determined as a result of a Reserved Matters Application but including as follows: 1. Not less than 7196m² for Parks/Gardens and Amenity Space 2. Not less than 4696m² for Unrestricted Natural Accessible Green Space 3. Not less than 1464m² for Children and Young People's Equipped Play Facilities 4. Not less than 2502m² for Allotments and Community Gardens which are to be permanently retained and maintained as open space to serve the Development in accordance with the provisions set out in SCHEDULE 4
"Public Open Space Commuted Sum"	means a commuted sum for the future management and maintenance of the Public Open Space for a period of 30 years if the Public Open Space is transferred to the Parish Council or to the District Council, the quantum of such commuted sum shall be agreed between the Parish

	Council / District Council and the Owner prior to the date of the written offer to transfer the Public Open Space to the Parish Council / District Council such sum being based on the standard management and maintenance rates identified in Table L6 of Part L (Open Space) of the District Council's adopted Development Requirements SPD AND such commuted sum shall be payable by the Owner to the District Council (or the Parish Council as the District Council may direct) upon the transfer of the Public Open Space to it;
"Public Open Space Maintenance Scheme"	means the document(s) setting out the management and maintenance provisions for the Public Open Space approved by the District Council pursuant to the relevant conditions of the Outline Planning Permission
"Public Open Space Specification"	means the document(s) setting out the specification and maintenance provisions for the Public Open Space approved by the District Council pursuant to the relevant conditions of the Outline Planning Permission;
"Public Open Space Transfer"	means a transfer by the Owner of the Public Open Space free from any restrictions that would prevent its intended use as open space on terms to be agreed between the parties but which shall nevertheless: 1. Not include any terms which would restrict public access; 2. Not include any terms which would directly or indirectly affect the construction servicing or occupation or the part of the Site that is retained by the Owner; 3. Include for the benefit of the Public Open Space the grant of any rights of access over any adjoining land which are reasonably required for the

	enjoyment, management and maintenance of the Public Open Space for its purpose as such; 4. Be at nil consideration; 5. Include a covenant that the Public Open Space shall be maintained in accordance with the Planning Permission; 6. Include a covenant that the Public Open Space shall not be used for any purpose other than public open space; 7. Include terms that the Owner shall bear the other parties' reasonable costs of the Public Open Space Transfer, namely legal and SDLT costs of the transferee 8. Include the amount of the Public Open Space Commuted Sum;
"Practical Completion Certificate"	means a certificate to be issued by the District Council, which shall be conclusive evidence of the proper laying out planting or construction as the case may be of the Public Open Space and/or Site Infrastructure (as applicable) in accordance with the approved details
"Service Charge"	means a charge to the owners or occupiers of the Development for the maintenance of any Public Open Space on the Site;
"Site Infrastructure"	means all infrastructure (including footpaths, visitor parking spaces and bin stores if any) and incidental open space (including woodland, landscape buffers and acoustic fencing) not forming part of the Public Open Space and for the avoidance of doubt does not include Public Right of Way 119a;
"Site Infrastructure Maintenance Scheme"	means the document(s) setting out the management and maintenance provisions for the Site Infrastructure approved by the District Council pursuant to the relevant conditions of the Outline Planning Permission

“Sub-Station”	means a facility containing equipment that switches, transforms or converts high voltage electricity from a generating station into lower voltages for distribution (and “Sub-Stations” shall be construed accordingly).
“Unrestricted Natural Accessible Green Space”	means publicly accessible places where human control and activities are not so intensive so that natural processes of habitat creation and plant growth are allowed to predominate. It should be noted that this category of space is not the same as an ecological area.

PART 2

PUBLIC OPEN SPACE AND SITE INFRASTRUCTURE DELIVERY

Open Space

1. The Owner **COVENANTS** with the District Council that the Public Open Space shall be completed prior to first Occupation of 60% of the Dwellings and in accordance with the following provisions:
 - 1.1. The Owner shall contact the District Council inviting them to inspect the Public Open Space and issue a Practical Completion Certificate confirming that the Public Open Space works have been completed to the District Council's reasonable satisfaction. If the District Council inspect the Public Open Space, and identify necessary remedial works, these remedial works shall be completed and the site re-inspected, and such process shall be repeated until the Public Open Space works have been completed to the District Council's reasonable satisfaction.
 - 1.2. If the District Council fails to either issue a notice requiring remediation works or issue a Practical Completion Certificate within a period of 30 days from the date of request from the Owner, then a Practical Completion Certificate in relation to such works shall be deemed to have been granted and the District Council upon being requested to do so, shall provide evidence to that effect.
 - 1.3. The Owner shall undertake the maintenance of Public Open Space for the Maintenance Period, in accordance with Public Open Space Maintenance Scheme

until the transfer of the Public Open Space in accordance with Part 3 of this Schedule 4.

- 1.4. On expiration of the Maintenance Period the Owner shall contact the District Council inviting them to inspect the Public Open Space and issue a Final Completion Certificate confirming that works have been maintained to their reasonable satisfaction. If the District Council inspect the Public Open Space, and identify necessary remedial works, these remedial works shall be completed and the site re-inspected, and such process shall be repeated until the remedial works have been completed to the District Council's reasonable satisfaction.
- 1.5. If the District Council fails to either issue a notice requiring remediation works or issue a Final Completion Certificate within a period of 30 days from the date of request from the Owner, then a Final Completion Certificate in relation to such works shall be deemed to have been granted and the District Council upon being requested to do so, shall provide evidence to that effect.
- 1.6. The Owner shall be responsible for the maintenance of the Public Open Space, until such time as the Final Completion Certificate has been issued for the Site.
- 1.7. The Public Open Space shall thereafter be retained and maintained in accordance with the approved details (unless the District Council gives prior written approval to any subsequent variations).
- 1.8. Unless agreed with the District Council, the Owner shall allow free unrestricted use and access from completion of the Public Open Space to the general public at all times of the day and night provided that use and access may be restricted in the event of emergency such that access and use by the general public should be prevented for reasons of health and safety.

Site Infrastructure

2. The Owner **COVENANTS** with the District Council that the Site Infrastructure shall be completed prior to first Occupation of 60% of the Dwellings and in accordance with the following provisions:
 - 2.1. The Owner shall contact the District Council inviting them to inspect the Site Infrastructure and issue a Practical Completion Certificate confirming that the Site Infrastructure works have been completed to the District Council's reasonable

satisfaction. If the District Council inspect the Site Infrastructure, and identify necessary remedial works, these remedial works shall be completed and the site re-inspected, and such process shall be repeated until the Site Infrastructure works have been completed to the District Council's reasonable satisfaction.

- 2.2. If the District Council fails to either issue a notice requiring remediation works or issue a Practical Completion Certificate within a period of 30 days from the date of request from the Owner, then a Practical Completion Certificate in relation to such works shall be deemed to have been granted and the District Council upon being requested to do so, shall provide evidence to that effect.
- 2.3. The Owner shall undertake the maintenance of the Site Infrastructure for the Maintenance Period in accordance with the Site Infrastructure Maintenance Scheme.
- 2.4. On expiration of the Maintenance Period the Owner shall contact the District Council inviting them to inspect the Site Infrastructure and issue a Final Completion Certificate confirming that works have been maintained to their reasonable satisfaction. If the District Council inspect the Site Infrastructure, and identify necessary remedial works, these remedial works shall be completed and the site re-inspected, and such process shall be repeated until the remedial works have been completed to the District Council's reasonable satisfaction.
- 2.5. If the District Council fails to either issue a notice requiring remediation works or issue a Final Completion Certificate within a period of 30 days from the date of request from the Owner, then a Final Completion Certificate in relation to such works shall be deemed to have been granted and the District Council upon being requested to do so, shall provide evidence to that effect.

PART 3

TRANSFER OF PUBLIC OPEN SPACE AND SITE INFRASTRUCTURE

Open Space

1. The Owner **COVENANTS** with the District Council that it will:
 - 1.1 within 30 Working Days of the issue of the Final Completion Certificate offer in writing to transfer the Public Open Space to the Parish Council in accordance with

the provisions of the Public Open Space Transfer and the Parish Council will have 40 Working Days from receipt of any written offer to accept or reject it, and

- 1.2 in the event the Parish Council accepts the written offer, the Owner shall use reasonable endeavours to complete the Public Open Space Transfer within 4 months of the Parish Council's acceptance.
2. In the event that the Parish Council reject an offer of the Public Open Space in accordance with paragraph 1.1 or do not complete a transfer of the Public Open Space in accordance with paragraph 1.2, the Owner covenants with the District Council to:
 - 2.1 within 30 Working Days of the Parish Council rejecting an offer pursuant to paragraph 1.1 or failing to complete a transfer pursuant to paragraph 1.2 to offer in writing to transfer the Public Open Space to the District Council in accordance with the provisions of the Public Open Space Transfer and the District Council will have 40 Working Days from receipt of any written offer to accept or reject it, and;
 - 2.2 in the event District Council accepts the written offer, the Owner shall use reasonable endeavours to complete the Public Open Space Transfer within 4 months of the District Council's acceptance.
3. The Owner covenants with the District Council to pay the Public Open Space Commuted Sum to the District Council (or the Parish Council as the District Council may direct) on the date of the transfer of the Public Open Space to them.
4. In the event of a dispute or disagreement between the Owner and the Parish Council or the District Council with regard to the Public Open Space Commuted Sum which is not resolved before the expiry of the periods set out in paragraphs 1.1, 1.2, 2.1 and 2.2, either party may refer the dispute or disagreement to an independent expert to determine the amount of the Public Open Space Commuted Sum in accordance with the provisions of Clause 12 of this Deed.

AND if the dispute or disagreement is referred to an expert to determine then the Parish Council or the District Council, as the case may be, shall have 20 Working Days from the expert's determination of the Public Open Space Commuted Sum to accept or reject the Public Open Space Transfer.

5. In the event the District Council refuse an offer of the Public Open Space in accordance with paragraph 2.1 or fail to complete a transfer of the Public Open Space in accordance with paragraph 2.2 the Owner may transfer the Public Open Space to a Management Company.
6. In the event that paragraph 5 above applies, the Public Open Space shall be maintained by the Owner or the Management Company in accordance with the Public Open Space Maintenance Scheme and the Public Open Space shall not be used for any purpose other than for the provision of public open space.
7. In the event the Public Open Space is transferred to a Management Company, the Owner shall not levy a Service Charge upon individual owner occupiers of the Development for a period of 30 years from first Occupation of the Development.
8. The Owner shall not locate any Sub-Station in, on or under the Public Open Space.

Site Infrastructure

9. The Site Infrastructure shall be maintained by the Owner or the Management Company in accordance with the Site Infrastructure Maintenance Scheme. The Site Infrastructure shall not be used for any purpose other than for the amenity of the occupiers of the Site.
10. In the event the Site Infrastructure is transferred to a Management Company, the Owner shall not levy a Service Charge upon individual owner occupiers of the Development for a period of 30 years from first Occupation of the Development.
11. The Owner covenants that at least 24 months before the expiry of the 30-year period set out in paragraphs 7 and 10 above, to submit to the District Council for approval a publicity scheme to residents of the Development of any Service Charge along with the amount of the Service Charge and justification. Following the expiry of the 30-year period set out in paragraphs 7 and 10 above, the Service Charge can then be levied on residents of the Development in accordance with the details approved by the District Council.

Schedule 5

THE DISTRICT COUNCIL'S COVENANTS WITH THE OWNER

Payment of Monies

- 1 The District Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid OR for such other purposes for the benefit of the Development as the Owner and the District Council shall agree and deemed to be compliant with regulation 122 of the CIL Regulations (such agreement not to be unreasonably withheld or delayed).
- 2 The District Council covenants with the Owner that upon the receipt of a written request from the Owner or whoever shall have paid the monies it will repay to the party who paid the monies such amount of any payment made to the District Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the District Council of such payment together with any interest that has accrued thereon in the period from the date of receipt to the date of repayment.
- 3 The District Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed for the purposes herein specified.

Schedule 6

THE COUNTY COUNCIL'S COVENANTS WITH THE OWNER

Payment of Monies

- 1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid OR for such other purposes for the benefit of the Development as the Owner and the County Council shall agree and deemed by the County Council to be compliant with regulation 122 of the CIL Regulations (such agreement not to be unreasonably withheld or delayed).

- 2 The County Council covenants with the Owner that upon the receipt of a written request from the Owner or whoever shall have paid the monies it will repay to the party who paid the monies such amount of any payment made to the County Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of such payment together with any interest that has accrued thereon in the period from the date of receipt to the date of repayment PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free from any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the Development and in full compliance with Regulation 122.

- 3 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require such request to be made in writing in order to confirm the expenditure of the sums paid by the Owner under this Deed for the purposes herein specified.

SCHEDULE 7

RELEVANT INDEX – INDEXATION

1 In this Schedule:

1.1 “the Relevant Index” means:

- (a) in respect of the Bus Service Contribution, Library Contribution, the NHS Acute Contribution, the County Council Monitoring and Administration fee and the Road Safety Initiatives Contribution, the All Items Retail Prices Index published by the Office of National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substitution therefore) or such other index as may from time to time be published in substitution therefor or if for any reason the index shall be abolished there shall be substituted for the purposes of this Schedule such index of food price costs (including the altered All Items Retail Prices Index) as may from time to time be published by or under the authority of any Ministry or Department of His Majesty’s Government and if no such index is published the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in the costs of living.
- (b) in respect of the Public Open Space Commuted Sum (if applicable) the Consumer Price Index published by the Office of National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substitution therefore) or such other index as may from time to time be published in substitution therefor or if for any reason the index shall be abolished there shall be substituted for the purposes of this Schedule such index of costs of consumer goods and services as may from time to time be published by or under the authority of any Ministry or Department of His Majesty’s Government and if no such index is published the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in the costs of consumer goods and services.
- (c) in respect of the Bus Stop Infrastructure Contribution, the Public Rights of Way Contribution and the Biodiversity Gain Land Monitoring Contribution means the Baxter Index which is the Department of Transport Local Government and the Regions Monthly Bulletin of Indices-Civil Engineering Formula 1990 Series to be weighed in the proportions Labour and Supervision 25% Plan and Road Vehicles 25% Aggregate 30% and Coated Macadam and Bitumen Products 20%.
- (d) in respect of the Education Contributions and the NHS Clinical Contribution the All In Tender Price Index of Buildings Cost Information Services (“BCIS”) as published

by the Royal Institution of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the parties hereto shall agree or in default of agreement such index as shall be determined by the Arbitrator appointed by the President of the RICS of the purposes of this Deed in all cases to ensure as nearly as possible that the sum of money involved shall fluctuate in accordance with the general level of the building industry costs,

- 1.2 "Base Index Date" means the date of the Outline Planning Permission for the Bus Stop Infrastructure Contribution, the Education Contribution, the Library Contribution, the NHS Acute Contribution, NHS Clinical Contribution, the Public Open Space Commuted Sum (if any), the Public Rights of Way Contribution, the Bus Services Contribution, the Road Safety Initiatives Contribution; and
 - 1.3 "Base Index Figure" means the figure published in respect of the Index immediately prior to the Base Index Date; and
 - 1.4 "Final Index Date" means the figure published or otherwise agreed or determined in respect of the Relevant Index immediately prior to the respective dates upon which the Biodiversity Gain Land Monitoring Contribution, the Bus Stop Infrastructure Contribution, the Education Contribution, the Library Contribution, the NHS Acute Contribution, NHS Clinical Contribution, the Public Open Space Commuted Sum (if any), the Public Rights of Way Contribution, the Bus Services Contribution, the Road Safety Initiatives Contribution and collectively referred to as "the Contributions" are due.
- 2 The Contributions shall be amended by such sum (if any) in pounds sterling as shall be equal to the sum calculated according to the following formula:

$$\text{amended sum} = \frac{A \times C}{B}$$

Where "A" equals the Contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

- 3 If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Relevant Index are calculated, the figure taken to be shown in the Relevant Index after such change shall be the figure which would have been shown in the Relevant Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made.

- 4 If any substitution for the said All Items Retail Prices Index, All In Tender Price Index, the Baxter Index or the Consumer Price Index or any index previously substituted therefor shall occur the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the All Items Retail Prices Index, All In Tender Price Index, the Baxter Index or the Consumer Price Index any index previously substituted therefor on the other hand.

Annex A

BNG Monitoring Tariff

Tariff for Monitoring Biodiversity Net Gain

2025 - 2026

Tariff

Very Small Site (<0.5ha)	=£12,146
Small Site (≥0.5ha and <1ha)	=£19,843
Medium Site (≥1ha and <5ha)	=£27,541
Large Site (≥5ha and <10ha)	=£35,238
Very Large Site (≥10ha)	=£42,935

Formula

$$\text{Monitoring Tariff} = \sum (\text{MDs}^{\text{yr}} \times \text{Day Rate} \times (1 + \text{Inflation})^{\text{yr}-1}) \times \text{BNG Years}$$

Where:

Monitoring Days per year (MDs^{yr}) = Monitoring programme being site visits in years 1,2,3,4,5,10,15,20 and 30, self-assessments will occur in any intermediate years. The total time for monitoring used in to calculate the MDs^{yr} is detailed below.

Size Category	Size thresholds	Monitoring times Site Visit (days)	Monitoring times Intermediate (days)	Planning Officer and Administration
Very small	Less than 5ha	0.5	0.25	0.18
Small	≥0.5ha and <1ha	1	0.5	0.18
Medium	≥1ha and <5ha	1.5	0.75	0.18
Large	5ha or over but less than 10ha	2	1	0.18
Very Large	10ha or over	2.5	1.25	0.18

Day Rate = £437.79

Inflation = 4.04% (10-year averages: Average Salaryⁱ)

BNG Years = 30

Background

- Financial contributions towards the monitoring of Biodiversity Net Gain (BNG) are a necessary part of the delivery of the statutory BNG requirement (Environment Act, 2021) for development that is not exempt of BNG.
- The tariff applies to all significant on-site enhancement. Significant enhancementsⁱⁱ are areas of habitat enhancement which contribute significantly to the proposed development's BNG, relative to the biodiversity value before developmentⁱⁱⁱ.

Retention of existing habitat does not count as an on-site enhancement.

What counts as a significant enhancement will vary depending on the scale of development and existing habitat, but these would normally be:

- habitats of medium or higher distinctiveness in the biodiversity metric
 - habitats of low distinctiveness which create a large number of biodiversity units relative to the biodiversity value of the site before development
 - habitat creation or enhancement where distinctiveness is increased relative to the distinctiveness of the habitat before development
 - areas of habitat creation or enhancement which are significant in area relative to the size of the development
 - enhancements to habitat condition, for example from poor or moderate to good
- Habitats to be monitored will be those identified within the Habitat Management and Monitoring Plan submitted and approved by the local planning authority.
 - Off-site enhancements are to be subject to legal agreements that will incorporate other monitoring mechanisms and associated tariffs.

5. The tariff will be payable to the determining local planning authority in which the development occurs and will cover the time and expense to undertake the following activities:
 - a. Preparatory reading
 - b. Desk based assessment
 - c. Review of any information submitted as evidence of management
 - d. Communication between parties
 - e. Site visit in the years detailed in approved documentation (e.g. Habitat Management and Monitoring Plan), which will also include:
 - i. Mileage and time to and from site
 - ii. Site monitoring evaluation report detailing findings
 - f. Any advisory notes relating to compliance
 - g. Sign off procedure.
 - h. Administration
6. Any non-compliance enforcement actions will be subject to the relevant local planning authority's enforcement policies and procedures.

ⁱ AWE: Whole Economy Year on Year Three Month Average Growth (%): Seasonally Adjusted Total Pay Excluding Arrears

ⁱⁱ <https://www.gov.uk/guidance/make-on-site-biodiversity-gains-as-a-developer#significant-on-site-enhancements>

ⁱⁱⁱ The proposed development's BNG being those habitats contained within the Statutory Metric(s) that supports the approved Biodiversity Gain Plan(s).

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

EXECUTED as a **DEED** by affixing the
COMMON SEAL of **STRATFORD ON AVON**
DISTRICT COUNCIL in the presence of:

Authorised Signatory

EXECUTED as a **DEED** by affixing the
COMMON SEAL of **WARWICKSHIRE**
COUNTY COUNCIL in the presence of:

Designated Officer

Print Name

SIGNED AS A DEED by
Jennifer Elizabeth Connor
in the presence of:

Signature

Witness signature

Print name of witness

Address of witness

Occupation of witness

SIGNED AS A DEED by
Joanna Kate Male
in the presence of:

Signature

Witness signature

Print name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by
THE RICHBOROUGH ESTATES PARTNERSHIP LLP
acting through:

Authorised signatory

Authorised signatory