

Dated

13th May

2026

- (1) Jennifer Elizabeth Connor and Joanna Kate Male
- (2) The Richborough Estates Partnership LLP
- (3) Stratford-on-Avon District Council
- (4) Warwickshire County Council

Deed of Agreement

Deed of Agreement under Section 106 of the Town and Country Planning Act 1990 relating to the development of land east of Kineton Road, Wellesbourne, CV35 9LH Warwickshire

CERTIFIED TRUE COPY
OF AN ORIGINAL DOCUMENT

SIGNED.....

DATE 13 May 2026

THIS DEED is made the

13th

day of

May

2026

BETWEEN:

- (1) Jennifer Elizabeth Connor of [REDACTED] and of [REDACTED] and Joanna Kate Male of [REDACTED] and [REDACTED] (Owner), and
- (2) The Richborough Estates Partnership LLP (company registration number OC375183) whose registered office is Waterloo House, Waterloo Street, Birmingham, B2 5TB (**Applicant**), and
- (3) Stratford-on-Avon District Council of Elizabeth House, Church Street, Stratford upon Avon, Warwickshire CV37 6HX (**District Council**), and
- (4) Warwickshire County Council of Shire Hall Warwick CV37 4RL (**County Council**).

WHEREAS:

- 1 The Owner is the freehold owner of the land east of Kineton Road, Wellesbourne, CV35 9LH which is registered at the Land Registry under title number WK437628 which the Site forms part of as shown edged red on the Plan.
- 2 The District Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area in which the Site is situated.
- 3 The County Council is the Education Authority, Library Authority, Highway Authority and a local planning authority for the purposes of Section 106 of the Act for the area in which the Site is situated.
- 4 The Applicant, who has the benefit of a promotion agreement with the Owner dated 3 March 2020 in respect of the Site (as varied by a supplemental agreement dated 2 May 2025), submitted the Application as hereinafter defined to the District Council for the development of the Site on 24 December 2024.
- 5 The Planning Appeal was submitted by the Applicant against the non-determination of the Application.
- 6 The Owner, the Applicant, the District Council and the County Council are prepared to enter this Deed to secure the planning obligations it creates in the event that the Planning Appeal is successful, and Outline Planning Permission is granted.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Definitions

- 1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the precise meaning set out below:

Act	means the Town and Country Planning Act 1990 (as amended);
Affordable Housing Units	means all the Dwellings to which provisions of SCHEDULE 1 apply namely for Affordable Housing

(as defined in SCHEDULE 1) and "Affordable Housing Unit" should be construed accordingly;

Application	means an application for outline planning permission submitted to the District Council for the Development and validated on 17 January 2025 and which has been allocated reference number 24/03281/OUT;
Biodiversity Gain Land Monitoring Contribution	means the sum (Index Linked) to be calculated in accordance with the BNG Monitoring Tariff, to be paid by the Owner to the District Council under Part 3 of Schedule 2 of this Deed to be applied by the District Council as a financial contribution towards the District Council's costs of monitoring compliance with the HMMP,
BNG Monitoring Tariff	means the table provided at Annex A which sets out the Biodiversity Gain Land Monitoring Contribution.
Bus Services Contribution	means the sum of two thousand one hundred and eighty-seven pounds seventy pence (£2,187.70) per dwelling up to a maximum of six hundred and fifty six thousand and three hundred and nine pounds (£656,309), Index Linked, to be paid to the County Council for the purposes set out in Part 6 of Schedule 3;
Bus Stop Infrastructure Contribution	means the sum of up to a maximum of twenty thousand pounds (£20,000) applied as follows: - £10,000 for cleaning and maintenance costs of two bus shelters on B4086 Kineton Road near the junction with Wellesbourne Road - £10,000 for marketing and fare promotion and Index Linked, to be paid to the County Council for the purposes set out in Part 4 of Schedule 3
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 operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, earthworks, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and

	"Commence Development" shall be construed accordingly;
CIL Regulations	means the Community Infrastructure Levy Regulations 2010 (as amended);
County Council Monitoring and Administration fee	means the sum of two thousand five hundred and fifty pounds (£2,550) payable towards the County Council's costs of monitoring compliance with this Deed
Development	means an outline planning application for up to 300 dwellings and associated green space and biodiversity enhancements with all matters reserved except for access to be carried out pursuant to the Outline Planning Permission;
Dwelling	means any residential unit to be constructed on the Development pursuant to the Outline Planning Permission and "Dwellings" shall be construed accordingly;
Education Contributions	means together the Early Years/Pre-School Contribution, Primary Contribution, Secondary Contribution, Post 16 Contribution, Primary SEN Contribution and the Secondary/Post 16 SEN Contribution;
Early Years/ Pre-School Contribution	means the sum of no more than six hundred and thirty eight thousand and thirty six pounds (£638,036) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in Part 1 of SCHEDULE 3; Formula: $\text{No. of Dwellings} / 100 \times 4.37 \times 2.155 = \text{No. of places required for the Development (N)}$ $\pounds 22,787$ (cost multiplier) $\times$ N (number of places required for the Development) = the Early Years / Pre School Contribution 4.37 is pupil yield 2.155 = number of year groups
HMMP	means the document titled 'Habitat Management and Monitoring Plan' as required by the relevant condition in the Outline Planning Permission and approved by the District Council;

Library Contribution	means the sum of no more than six thousand five hundred and sixty six pounds (£6,566), calculated by using the formula set out below and Index Linked, to be paid to the County Council for the purposes set out in Part 2 of SCHEDULE 3; Formula :- No. of Dwellings with Reserved Matters approval x population yield x 32% (library membership) x £2.85 (average cost per visit) x 10 (visits per year) = Library Contribution Where population yield is calculated as follows – • 1 bed Dwelling – 1.2 • 2 bed Dwelling - 1.5 • 3 Bed Dwelling – 2.4 • 4 Bed Dwelling – 3.0 • 5 or more Bed Dwelling – 4.0
NHS Acute Contribution	means the sum calculated by multiplying the number of Dwellings by £1680.32 (one thousand six hundred eighty pounds and thirty two pence) up to a maximum of £504,098 (five hundred and four thousand and ninety eight pounds), Index Linked, to be paid to the District Council for the purposes set out in Part 1 of SCHEDULE 2;
NHS Clinical Contribution	Means the sum calculated by multiplying the number of Dwellings by £1,994.69 (one thousand nine hundred ninety pounds and sixty nine pence) up to a maximum of £598,407 (five hundred and ninety eight thousand four hundred and seven pounds), Index Linked, to be paid to the District Council for the purposes set out in Part 2 of Schedule 2;
NHS ICB	means the National Health Services Coventry and Warwickshire Integrated Care Board or any successor body;
NHS SWFT	means the National Health Services South Warwickshire University Foundation Trust or any successor body providing NHS acute or community services;
Occupation	means occupation of the Development (or relevant part thereof as the context requires) for the purposes permitted by the Outline Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to

security operations and "Occupy", "Occupied" and "Occupations" shall be construed accordingly;

Open Market Units means a Dwelling other than an Affordable Housing Unit and constructed pursuant to the Outline Planning Permission and "Open Market Unit" shall be construed accordingly;

Outline Planning Permission means outline planning permission for the Development issued by the Secretary of State or the Planning Inspector in determining the Planning Appeal including any amendments or variations thereto permitted pursuant to Section 73 of the Act;

Plan means the plan attached to this Deed;

Planning Appeal means the appeal submitted by the Applicant to the Secretary of State under reference number APP/J3720/W/25/3365027 against the non-determination of the Application;

Post 16 Contribution means the sum of no more than two hundred and ninety two thousand and nine hundred and sixty eight pounds (£292,968) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 1 = No. of places required for the Development (N)

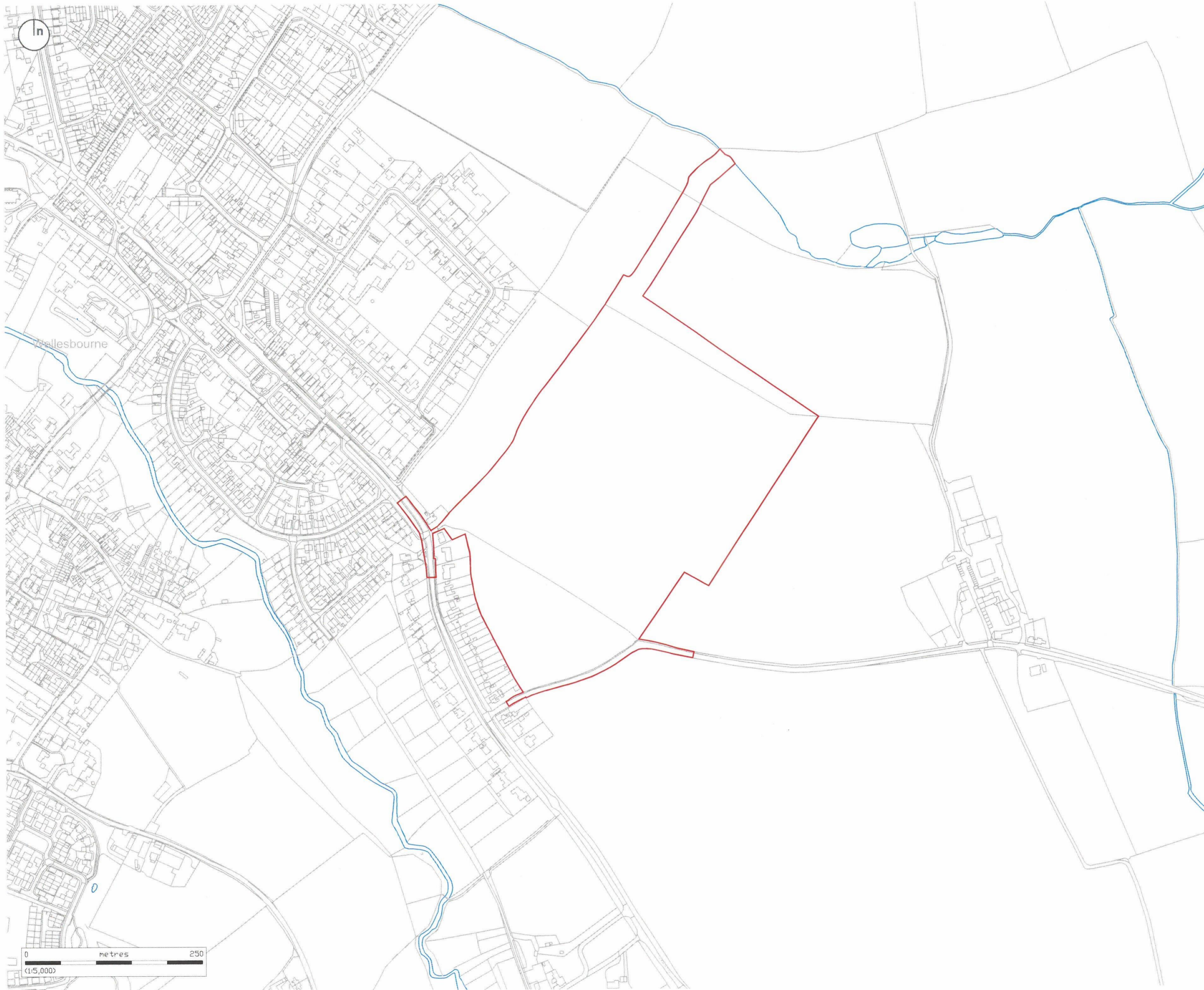
£22,536 (cost multiplier) x N (number of places required for the Development) = the Post 16 Contribution

4.37 is pupil yield

1 is the number of year groups

Practical Completion means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development (or relevant part thereof) is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect and "Practically Complete" and "Practically Completed" shall be construed accordingly;

Primary Contribution means the sum of no more than two million ninety-six thousand four hundred four pounds (£2,096,404) calculated by using the formula set out below and,

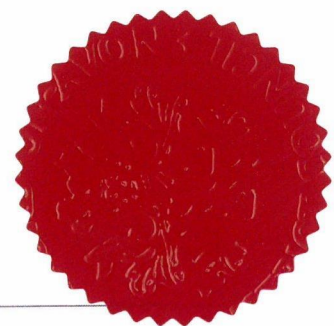


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KEY
 Application Site Boundary - 17.43ha


Phone as1126

23161
A Snipley



CLIENT
Richborough

PROJECT
Land East of Kineton Road,
Wellesbourne

DRAWING
Site Location Plan

PROJECT NUMBER
01329

DRAWING NUMBER 1001 **CHECKED BY** AW

REVISION C **STATUS** Issued

DATE October 2025 **SCALE** 1:5000 @ A3

Turley

Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 7 = No. of places required for the Development (N)

£22,787 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is the pupil yield

7 is the number of year groups

Primary SEN contribution

means the sum of no more than two hundred and forty nine thousand six hundred and fifty eight pounds (£249,658) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 0.03 x 7 = No. of places required for the Development (N)

£90,653 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is pupil yield

0.03 is SEN indicator

7 is the number of year groups

Public Rights of Way Contribution

means the sum of no more than eleven thousand eight hundred and sixty six pounds and twenty two pence (£11,866.22) calculated by multiplying the number of residents of the Development by £16.98 (sixteen pounds and ninety eight pence) and where the number of residents is calculated by multiplying the number of Dwellings on the Development by an occupancy rate of 2.33, Index Linked, to be paid to the County Council for the purposes set out in **Part 3 of SCHEDULE 3**;

Reserved Matters Application

means any application for approval of any one or more reserved matters pursuant to the Outline Planning Permission;

Road Safety Initiatives Contribution

means the sum calculated by multiplying the number of Dwellings by £50 (fifty pounds) up to a maximum of **£15,000** (fifteen thousand pounds), Index Linked,

to be paid to the County Council for the purposes set out in **Part 5 of SCHEDULE 3**;

**Secondary
Contribution**

means the sum of no more than one million four hundred and eighty seven thousand and three hundred seventy six pounds (£1,487,376) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 5 = No. of places required for the Development (N)

£22,536 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is the pupil yield

5 is the number of year groups

**Secondary/Post 16
SEN contribution**

means the sum of no more than two hundred and eighty five thousand three hundred and twenty four pounds (£285,324) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 0.04 x 6 = No. of places required for the Development (N)

£90,653 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is pupil yield

0.04 is SEN factor

6 is the number of year groups

Secretary of State

means the Secretary of State for Housing Communities and Local Government or such other office holder who at the relevant time is the person to whom an appeal may be made under Section 78 (1) of the 1990 Act;

Site

means the area of land registered at the Land Registry under title number WK437628 and against which this Deed may be enforced within the land shown edged red on the Plan;

Working Day(s)

means any day (apart from Saturday, Sunday, Christmas Eve, Christmas Day, Boxing Day, Good Friday, Easter Monday and any other statutory bank holiday) on which banks in England are open for the transaction of ordinary business.

2 Interpretation

- 2.1 The expressions "the Owner" "the Applicant" "the District Council" and "the County Council" shall include their respective successors in title and assigns and/or any successor body.
- 2.2 Where appropriate the singular includes the plural and vice versa.
- 2.3 Words importing one gender include all other genders.
- 2.4 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to the clauses schedules and paragraphs of schedules contained within this Deed.
- 2.5 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted.
- 2.6 The obligations herein relate to the Site and each and every part thereof.
- 2.7 Any matter that requires the consent or approval or agreement of any party shall be subject to the proviso that such consent or approval or agreement shall not be unreasonably withheld or delayed.

3 Liability of the Owner for the covenants herein

The covenants and obligations on the part of the Owner herein shall bind the Owner and in respect of such part or parts of the Site vested in them they shall be jointly and severally liable for the breach of any covenant or obligation contained within this Deed provided that no such person shall be liable for any breach which occurs after they have parted with their entire interest in that part of the Site in which the breach occurs but without prejudice to any liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.

4 Enabling Powers

- 4.1 This Deed is made pursuant to the provisions of Section 106 of the Act and shall constitute and shall be deemed to contain planning obligations for the purposes of Section 106 of the Act and in the event of a breach it shall be enforceable by the District Council as local planning authority and the County Council as highways and education authority pursuant to all powers enabling and all enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the then Owner's respective interest in the Site subject to the exceptions set out at Clause 7.
- 4.2 Without prejudice to the generality to clause 4.1 this Deed is further made pursuant to Sections 111 and 120 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and Section 1 Localism Act 2011 insofar as the same may be relevant to the enforcement of the obligations contained herein.

- 4.3 In the event that the inspector appointed to determine the Planning Appeal states in their decision letter that a planning obligation contained in this Deed (or relevant part of a planning obligation) is incompatible with any one or more of the tests for planning obligations set out in Regulation 122 of the CIL Regulations and accordingly attaches no weight to that obligation in determining the Planning Appeal then that planning obligation (or part of the planning obligation as appropriate) shall cease to have effect and the Owner shall not be required to comply with that obligation.

5 Conditions Precedent

- 5.1 This Deed is conditional and shall only have effect upon:

5.1.1 the grant of Outline Planning Permission

5.1.2 the Commencement of Development

save for the provisions of this clause 5 and clauses 19 (Jurisdiction), 23 (Legal Costs), Clause 24 (Monitoring Costs), Clause 25 (Contracts (Rights of Third Parties) Act 1999) and Clause 26 (Applicant's Consent) which shall come into effect immediately upon completion of this Deed.

- 5.2 For the avoidance of doubt this Deed is entered into on the understanding that in the event of the Outline Planning Permission being quashed:

5.2.1 as a result of any legal proceedings or pursuant to Section 97 of the Act; or

5.2.2 expires before the Commencement of Development; or

5.2.3 for any other reason;

then this Deed shall absolutely determine and shall become null and void.

6 Payment of Monies

- 6.1 The obligations herein contained to pay monies to the District Council or the County Council shall be enforceable against the Owner having a freehold interest in the Site (except those owners stipulated in Clause 7) at the date on which the obligation arises and any obligation to repay monies shall be construed as referring to a repayment to the party or parties who paid the monies in the first instance.
- 6.2 All payments to be made to the District Council and the County Council and referred to as Index Linked shall be increased by an amount (if any) as identified in the applicable index as set out in the Relevant Index in SCHEDULE 7.
- 6.3 Where payment of any monies to the District Council and/or the County Council is required to be made on or before a specified number of Occupations of Dwellings or Practical Completion of Dwellings the Owner will not cause or permit that number of Occupations or Practical Completion of Dwellings to be exceeded until those monies have been paid.

7 Liability

- 7.1 Save for the provisions of SCHEDULE 1 which shall apply to all Affordable Housing Units, the covenants contained in this Deed shall not be enforceable against:

- 7.1.1 individual purchasers or lessees of Dwellings (or their respective mortgagees or chargees) constructed pursuant to the Outline Planning Permission and any Qualifying Developing Body if not the Site owner (as defined in SCHEDULE 1); or
- 7.1.2 utility companies in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or any of the operational functions of such companies; or
- 7.1.3 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.

8 Monitoring

- 8.1 The Owner hereby agrees to notify the District Council (by way of the S106 Monitoring Officer of the District Council) of the following:
 - 8.1.1 The Commencement of Development, within seven days of the same occurring PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed.
 - 8.1.2 of the reaching of any of the Occupation or Practical Completion thresholds relating to Dwellings being Affordable Housing Units or Open Market Units (as the case may be) contained in this Deed such notification to be given within 7 days following the reaching of such threshold.
 - 8.1.3 The date of Practical Completion of each Affordable Housing Unit (if any).
- 8.2 The Owner hereby agrees to notify the County Council (by the County Council's Service Manager - Developer Negotiations and Contributions at the address of the County Council aforesaid) of the Commencement of Development within 7 days of the occurrence of the same PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed.

9 The Owner's Covenants to the District Council and the County Council

- 9.1 The Owner COVENANTS with the District Council to fully perform and observe the covenants set out in SCHEDULE 1, SCHEDULE 2, and SCHEDULE 4, and
- 9.2 The Owner COVENANTS with the County Council to fully perform and observe the covenants set out in SCHEDULE 3.

10 The District Council's Covenants with the Owner

The District Council COVENANTS with the Owner to fully perform and observe the covenants set out in SCHEDULE 5.

11 The County Council's Covenants with the Owner

The County Council COVENANTS with the Owner to fully perform and observe the covenants set out in SCHEDULE 6.

12 Resolution of Disputes

- 12.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed such dispute or difference may be referred by any party to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 12.2 In the absence of agreement between the parties to the dispute or difference as to the suitability of the person to be appointed pursuant to clause 12.1 or as to the appropriateness of the professional body then such question may be referred by any party to a Solicitor appointed by or on behalf of the President for the time being of the Law Society of England and Wales and such Solicitor shall act as an expert and his decision as to the professional qualifications of such person or appropriateness of the professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

13 Notices

- 13.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by prepaid first class post Recorded Delivery post
- 13.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this Deed save that payments of any monies to the District Council shall be addressed specifically for the attention of the s106 Monitoring Officer of the District Council detailing the obligations to which the payment relates and payments of any monies to the County Council shall be addressed for the attention of the County Council's Infrastructure Delivery Manager at PO Box 43 at the address of the County Council aforesaid and shall detail the obligations to which the payment relates.
- 13.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:
- 13.3.1 if personally delivered at the time of delivery
- 13.3.2 at the expiration of forty eight hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom
- 13.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or Recorded Delivery envelope (if appropriate) as the case may be.

14 Registration of the Deed

This Deed shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the District Council.

15 Waiver

No waiver (whether expressed or implied) by the District Council (or the County Council or the Owner) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council (or the County Council or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

16 Change in Ownership

Save for any individual Dwellings erected on the Site (unless otherwise expressly provided for by the provisions of SCHEDULE 1) and any disposal to a statutory undertaker/utility company the Owner agrees with the District Council and County Council to give the District Council and County Council written notice as soon as is reasonably practicable of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been completed and / or satisfied 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 the Site or unit of occupation purchased by reference to a plan.

17 Interest

If any payment due to the District Council or the County Council under this Deed is paid late, interest will be payable from the date payment is due to the date of payment at the rate of 4% above the Bank of England base lending rate prevailing at the time.

18 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

19 Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England.

20 Variation of Deed

No variation or amendment to this Deed shall be valid unless in writing and signed by or on behalf of all the parties referred to in this Deed (save where an obligation is not relevant to a party to this Deed) save where such party no longer has any interest in the Site which is the subject of the variation in which case the variation shall be signed by the owner for the time being of the Site but not any purchaser of an individual Dwelling nor by any statutory undertaker who acquires an interest in the Site for operational purposes.

21 Conduct and Certificate of Satisfaction

21.1 Any party to this Deed may make application to the District Council and/or County Council for written confirmation to the effect that any of the provisions of this Deed have been completed and/or satisfied.

21.2 Where the District Council's approval of details is required pursuant to planning obligations contained within this Deed, the Owner shall pay a fee to the District Council when submitting an application for approval of details and such fee shall

be reasonable and in accordance with the District Council's schedule of fees and charges in force at the date of the application.

22 Application of Deed

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Outline Planning Permission) granted or deemed to be granted by any order or where granted expressly by the District Council or on appeal.

23 Legal Costs

The Applicant shall pay to the District Council and County Council on completion of this Deed the reasonable legal costs of the District Council and County Council incurred in the negotiation preparation and execution of the Deed and the District Council and the County Council hereby acknowledges receipt of the same upon payment.

24 Monitoring Costs

24.1 The Applicant shall pay to the District Council on grant of the Outline Planning Permission the sum of £520.00 (five hundred and twenty pounds) representing the reasonable costs of the District Council incurred in monitoring the implementation and performance of the obligations contained in this Deed.

24.2 The Applicant shall pay to the County Council within 30 days of the grant of the Outline Planning Permission the County Council Monitoring and Administration Fee representing the reasonable costs of the County Council incurred in monitoring the implementation and performance of the obligations contained in this Deed.

25 Contracts (Rights of Third Parties) Act 1999

The provision of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Deed save successors in title to the Owner and the District Council and County Council.

26 Applicant's Consent

The Applicant acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the terms of this Deed PROVIDED THAT it shall not be bound by any of the provisions of this Deed (other than clauses 23 and 24) unless or until it becomes a successor in title to the Owner in relation to the Site.

27 Section 73 Consent

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

28 Counterpart

In the event that this Deed is executed in one or more counterparts each of the counterparts shall be deemed to be an original but any single counterpart or set of counterparts executed

in either case by all the Parties shall constitute one and the same agreement and a full original of this Deed for all purposes.

Schedule 1 Affordable Housing

Part 1. Definitions

In this Deed the following words and expressions shall unless the context requires otherwise have the meaning set out below:

Affordable Housing Means each Dwelling and associated land subject to the provisions of this SCHEDULE 1 being an Affordable Housing Unit and which is to be provided to a household assessed as being in need of such accommodation and comprising or including a Qualifying Person whose needs are not met by the market.

Affordable Housing Specification

Means:

- (a) Plans and particulars which taken together contain detailed proposals for the provision and management of the Affordable Housing within the Development, and in particular indicating and confirming:
 - (i) Details of the development to which the Affordable Housing Specification relates;
 - (ii) The identity of the Qualifying Developing Body to whom the Affordable Housing Units are to be transferred in accordance with a Contract;
 - (iii) Arrangements for the local management of the Affordable Housing by the named Qualifying Developing Body;
 - (iv) The location, type, size and tenure of each Dwelling on the Site (being such as to meet the requirements of Part 2 of this SCHEDULE 1) including details of the gross internal floor area (in square metres) of each Dwelling and the total gross internal floor area of all Affordable Housing Units and Open Market Units respectively comprised within the Development;
 - (v) Details of any other land on the Site (e.g. parking spaces) to be transferred to the Qualifying Developing Body in connection with the Affordable Housing;
 - (vi) The minimum standards to be achieved in the design, construction and layout of the Affordable Housing including such standards as may be required by Part 2 of this SCHEDULE 1;
 - (vii) The intended timing of construction of both the Affordable Housing Units and Open Market Units and, where the Development is to be undertaken in phases the phasing timetable;

	(viii) The maximum estimated total monthly housing costs to tenants or purchasers of each Affordable Housing Unit on first occupation.
	(b) Such amendment or variation to any of the approved plans and particulars itemised at (ii) to (viii) above as may subsequently be agreed in writing between the District Council and Qualifying Developing Body.
Affordable Rent Unit	means an Affordable Housing Unit to be let by the Qualifying Developing Body under an Appropriate Tenancy for a rent that does not exceed the lower of (a) the relevant Local Housing Allowance OR (b) not more than 80% of the rent (inclusive of any service charge) that would have been charged had the rent been valued on an open market basis taking into account the restrictions contained in this Deed and determined in accordance with the Rent Regulatory Framework.
Appropriate Tenancy	means a tenancy to any Social Rent Unit or Affordable Rent Unit as the case may be and which is granted: (a) initially as a 12 month starter assured shorthold tenancy (within the meaning of Chapter 2 of the Housing Act 1988) and thereafter an assured shorthold tenancy for a term certain of not less than five years, OR (b) an assured shorthold tenancy (within the meaning of Chapter 2 of the Housing Act 1988) for a term certain for not less than two or five years as the case may be, in accordance with the published policies of the Qualifying Developing Body, OR (c) an assured tenancy (within the meaning of Chapter 1 of the Housing Act 1988) where no term certain is specified, OR (d) such other form of tenancy, or a tenancy as specified at (a), (b) or (c) above but being for any other term certain and as may be capable of being granted and which is agreed beforehand in writing between the District Council and the Qualifying Developing Body.
Charging Exercise	means a financial exercise carried out by a Qualifying Developing Body in the context of borrowing against its assets and involving the creation of security in the form of a legal charge against all or part of the Affordable Housing.
Civil Partner	means a person enjoying equivalent rights to that of a wife or husband as regards assignment or succession under the provisions of the Civil Partnership Act 2004.
Contract	means a binding contract for the construction and sale of all the Affordable Housing including the freehold title thereto by the Owner to the Qualifying Developing Body OR the sale of all the Affordable

Housing including the freehold title thereto following Practical Completion by the Owner to the Qualifying Developing Body.

Head of Service	means the District Council's relevant Head of Service or any person appointed to exercise his / her functions under this Deed or any person authorised to act on his / her behalf.
Homes England	means the Homes and Communities Agency (as formed by Part 1 of the Homes and Regeneration Act 2008) or any successor in function.
Housing Related Support	means services that aim to develop or sustain an individual's capacity to live independently in accommodation and which are time limited and offer targeted intervention with the aim of preventing escalating of need, protecting and improving wellbeing and reducing dependency into the future.
Local Housing Allowance	means the maximum relevant applicable local housing allowance rate determined and in force from time to time for the purposes of housing benefit / Universal Credit administration, or any equivalent replacement scheme.
Local Connection	means any one or more of the following residency criteria applied strictly in the following order of preference: In the first instance (a "First Instance Area"): (a) A person who was born (or whose parent(s)) were ordinarily resident at the time of birth in the Parish of Wellesbourne and/or; (b) A person currently living in the Parish of Wellesbourne and who has done so continuously for at least the past twelve months at the date of nomination and/or; (c) A person who used to live within the Parish of Wellesbourne and who had done so continuously for not less than three years at any time during the past five years at the date of nomination and/or; (d) A person currently working within the Parish of Wellesbourne and who has done so for at least the past twelve months for an average of not less than 16 hours per week and/or; (e) A person who currently has a close family member (meaning mother, father, brother, sister, son or daughter) or such other relative(s) as the District Council may at its sole discretion agree qualify in the particular circumstances of any given case as a close family member living in the Parish of Wellesbourne and who have done so for a continuous period of at least three years within the past five years at the date of nomination. (f) If applicable, a person who benefits from a Priority Nomination at the date of nomination.

In the second instance (a "Second Instance Area"):

They satisfy any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of any one or more of the following Parishes adjacent to the Parish of Wellesbourne, namely:

- (a) Charlecote
- (b) Compton Verney
- (c) Combrook
- (d) Ettington
- (e) Loxley
- (f) Moreton Morrell
- (g) Newbold Pacey
- (h) Pillerton Hersey

In the third instance (a "Third Instance Area"):

A person who satisfies any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of any other Parish in Stratford-on-Avon District.

In the fourth instance (a "Fourth Instance Area"):

A person who satisfies any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of an area (if any) which comprises that of any one or more local planning authority areas such as may from time-to-time be designated or notified by the Head of Service as a relevant strategic housing market area (or area of similar description) in accordance with and by reference to any written agreement entered into by the District Council pursuant to the discharge of its duty (the duty to co-operate) under section 33A of the Planning and Compulsory Purchase Act 2004 (as inserted by section 110 of the Localism Act 2010).

In the fifth and final instance (a "Fifth Instance Area"):

Any person who satisfies any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of any other area within England outside the First, Second, Third, or Fourth Instance Areas specified above.

Local Lettings Plan

means:

- (a) a scheme the objectives of which are to facilitate the development and maintenance of a balanced, cohesive and sustainable community, and which:
 - (i) is agreed in writing between the Qualifying Developing Body and the District Council and;
 - (ii) specifies the arrangements and criteria for the nomination by the District Council or allocation by the Qualifying Developing Body of tenants to any Social Rent Unit within the Development in accordance with the rights reserved herein and subject to the further restrictions and requirements of this Deed.
 - (iii) Specifies the arrangements for allocation of the elderly and those with disabilities to any Social Rent Unit provided in the form of a bungalow.
- (b) such amendment of variation thereto to the approved Plan as may subsequently be agreed in writing between the District Council and Qualifying Developing Body.

Mortgagee or Chargee

means a mortgagee or chargee (of the Qualifying Developing Body) or any receiver (including any receiver appointed pursuant to the Law of Property Act 1925) or 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).

Parish/Parishes

means the named parish as constituted at the date of this Deed or any successor parish constituted by order.

Priority Nomination

means a First Instance Area nomination made ONLY in circumstances where:

- (a) A person who does not have a qualifying Local Connection BUT who is nevertheless assessed as statutory homeless or subject to Housing Related Support (either receiving or qualifying for) and who has been given such status as a consequence of any published scheme operated by the District Council, and who;
- (b) Also meets the Qualifying Developing Body's own published allocation criteria, and who;
- (c) Is so nominated by the District Council;

PROVIDED that the District Council's right of nomination in this instance shall not apply to more than 20% of the total number of Affordable Rent Units and/or Social Rent Units (rounded down to the nearest whole unit, where applicable) at any one time on the Site to

which the District Council enjoys such nomination rights unless the Local Lettings Plan shall specify a lower proportion.

**Qualifying
Developing Body**

means a body registered as a social landlord under Part 1 of the Housing Act 1996 or a registered provider of social housing registered under the provisions of Part 2 of the Housing and Regeneration Act 2008 and the identity of which (for the avoidance of doubt) has been approved by the District Council as part of the Affordable Housing Specification and any successor in title being so registered and "Qualifying Developing Bodies" shall be construed accordingly.

Qualifying Person

means:

- (a) In the case of a Social Rent Unit or Affordable Rent Unit, someone who:
 - (i) is assessed as having a need for Affordable Housing, and
 - (ii) is nominated to a property by the District Council or allocated a property by the Qualifying Developing Body strictly in accordance with the specified order of preference of a Local Connection, and
 - (iii) benefits from a Local Connection;

OR who is legally entitled to succession to a tenancy from a Qualifying Person;

OR who is legally entitled to assignment or surrender and re-grant of a tenancy from a Qualifying Person.

- (a) In the case of a Shared Ownership Unit means someone who:
 - (i) is assessed as eligible to purchase a Shared Ownership Unit, and
 - (ii) benefits from a Local Connection;

OR who is the wife, husband or Civil Partner of a Qualifying Person;

OR who is a resident dependent (such as a child) of a Qualifying Person.

**Regulator of Social
Housing**

means the body established under Section 81 of the Housing and Regeneration Act 2008 or any substituted body.

**Shared Ownership
Unit**

means a dwelling sold under a shared ownership lease and complying with the provisions contained in Part 3 of this SCHEDULE 1;

**Rent Regulatory
Framework**

means the rent of any or all Affordable Rent Unit(s) and/or Social Rent Unit(s) and associated service charges (if any) determined from time-to-time in accordance with the current Rent Standard issued by the

Regulator of Social Housing OR relevant successor document which determines or sets out the criteria for determining the maximum permissible rent for such Unit(s) OR in the absence thereof such other formula or criteria for determining the maximum permissible rent for such Units as may from time-to-time be published following consultation by the District Council and notified to the Qualifying Developing Body or any successor in title.

Social Rent Unit

means an Affordable Housing Unit to be solely occupied in accordance with this Deed and let by the Qualifying Developing Body under an Appropriate Tenancy for a rent determined and charged in accordance with the Rent Regulatory Framework.

Part 2. Requirements

Requirement for Affordable Housing Specification

- 1 The Owner shall prepare and submit to the District Council an Affordable Housing Specification prior to or simultaneously with a Reserved Matters Application (or the first such application in the event of more than one application).
- 2 There shall be no Commencement of Development approved by the Outline Planning Permission unless and until such time as the Affordable Housing Specification has been submitted to and approved in writing by the District Council.

Parameters of Affordable Housing Specification

- 3 The Affordable Housing Specification shall provide and ensure that:
 - 3.1 A minimum 35% (rounded to the nearest whole number) of the total number of Dwellings to be erected on the Site shall comprise Affordable Housing Units, and
 - 3.2 Unless otherwise agreed beforehand in writing between the Owner and the District Council, the Affordable Housing Units by number shall comprise 60% Social Rent Units (such number to be rounded up to the nearest whole number if a fractional number results), 20% Affordable Rent Units (such number to be rounded down to the nearest whole number if a fractional number results) and 20% Shared Ownership Units (such number to be rounded down to the nearest whole number if a fractional number results); and
 - 3.3 The Affordable Housing Units shall be located either as individual plots or as clusters evenly distributed throughout the Development; each cluster to comprise no more than nine Affordable Housing Units together unless otherwise agreed beforehand in writing between the Owner and the District Council; and
- 4 A minimum of 10% of the total number of Affordable Housing Units shall be provided in the form of 2 bedroom 4 person bungalows. FOR THE AVOIDANCE OF DOUBT it is declared that nothing required to be included in the Affordable Housing Specification shall be construed as requiring anything that may be inconsistent with the Outline Planning Permission.

Procedure

- 5 The District Council shall give notice of the approval, rejection or request for amendment of the Affordable Housing Specification at the earliest opportunity and in any event within eight weeks of the date of EITHER the full submission thereof OR the date of the approval of the Reserved Matters Application: whichever shall be the latter date to occur.
- 6 In the event of the District Council giving notice of its rejection of the Affordable Housing Specification it shall specify its reasons for rejection and specify the measures required to produce an acceptable submission.
- 7 In the event that the District Council reject the Affordable Housing Specification or request its amendment the Owner shall submit a revised Affordable Housing Specification to the District Council whereupon the District Council shall again seek to issue its decision in respect of such Affordable Housing Specification at the earliest possible opportunity on the same terms as in paragraph 5 of this Part 2.
- 8 In the event of a further rejection of the Affordable Housing Specification the Owner may continue to make further submissions to the District Council in order to secure an approval of the Affordable Housing Specification or in the alternative the Owner may seek to refer any dispute or disagreement to an independent expert in accordance with the provisions of Clause 12 of this Deed save that it is agreed (for the avoidance of doubt) that the expert shall not have the power to alter the provisions of this Deed.

Part 3. : Delivery

Provision of Affordable Housing

- 1 There shall be no Commencement of Development approved by the Outline Planning Permission until such time as the Owner has entered into a Contract.
- 2 The provisions of paragraph 1 of this Part 3 shall not apply where the Owner is a Qualifying Developing Body and proposes to carry out the Development itself pursuant to the Outline Planning Permission by building and retaining the freehold ownership of all the Affordable Housing Units PROVIDED for the avoidance of doubt that the requirements of paragraph 2 of Part 2 of this SCHEDULE 1 (restriction on Commencement of Development) shall continue to apply.
- 3 The Affordable Housing shall be provided in accordance with the Affordable Housing Specification approved in accordance with Part 2 of this SCHEDULE 1.
- 4 The rent(s) and any associated service charge(s) (if any) of any and all Affordable Rent Units and Social Rent Units shall be determined and charged in accordance with the Rent Regulatory Framework.
- 5 Where a Shared Ownership Unit is to be provided, such Unit shall only be developed and disposed of in accordance with the following provisions:
 - 5.1 The Shared Ownership Unit shall only be disposed of in accordance with a lease taking the form of the relevant model lease published from time-to-time by Homes England or the Regulator of Social Housing.
 - 5.2 The lease shall qualify as a "permitted lease" as defined for the purposes of the Leasehold and Freehold Reform Act 2024.
 - 5.3 The lease shall be for an initial term of not less than 990 years.

- 5.4 The purchaser shall be entitled to buy an initial share of not less than 10% and not more than 75% based on a percentage of the full market value of the property.
- 5.5 The annual rent (if any) to be charged on the unsold equity of the property shall not exceed 2.75% of the value thereof.

Restrictions on occupancy of open market housing

- 6 No more than fifty per cent (50%) of the Open Market Units to be erected on the Site shall be permitted to be Occupied sold leased transferred or otherwise disposed of until not less than fifty per cent (50%) of the Affordable Housing Units have been completed and are available for Occupation; and
- 7 No more than seventy five per cent (75%) of the Open Market Units to be erected on the Site shall be permitted to be Occupied sold leased transferred or otherwise disposed of until:
- 7.1 all of the Affordable Housing Units have been completed and are available for Occupation; and
- 7.2 the completion and legal transfer to the Qualifying Developing Body of the freehold title to all of the Affordable Housing has occurred and written evidence of such has been submitted to the District Council.

Part 4. : Occupancy

Requirement for Local Lettings Plan

- 1 Unless otherwise agreed in writing beforehand between the District Council and the Owner none of the Affordable Housing Units shall be Occupied unless and until such time as the Qualifying Developing Body approved in accordance with Part 2 of this SCHEDULE 1 shall have submitted for approval to the District Council a Local Lettings Plan AND the same has been approved in writing by the Head of Service.
- 2 The Owner acknowledges and the District Council undertakes that approval of a Local Lettings Plan will not be given unless and until an Affordable Housing Specification has been submitted to and approved by the District Council.

Requirements concerning occupancy etc.

- 3 The Qualifying Developing Body shall notify the District Council in writing of the availability of all Social Rent Units and Affordable Rent Units in respect of the first and all subsequent lettings prior to their occupation in order for the District Council to make nominations in accordance with paragraph 7 of this Part.
- 4 Unless otherwise agreed in writing between the District Council and the Owner the Affordable Housing Units shall not be Occupied at any time otherwise than strictly in accordance with the provisions of this SCHEDULE 1.
- 5 Subject to paragraphs 10 and 11 below occupancy of each Affordable Housing Unit shall be restricted to a single household occupying such unit as their sole or principal residence and which household shall include at least one ordinarily resident member who is a Qualifying Person.
- 6 Except in the specific circumstances prescribed in paragraphs 10 and 11 of this Part 4 below the Qualifying Developing Body shall ensure that all the Affordable Housing Units are let or sold (as the case may be) in accordance with the Local Connection (including,

for the avoidance of doubt, the order of preference therein) and, where applicable, the Local Lettings Plan.

- 7 The District Council shall be entitled to nominate tenants for all Social Rent Units and Affordable Rent Units to be erected on the Site whether in respect of first occupation of such units or any subsequent occupation. Such nomination rights are subject to the following provisions:
- 7.1 Such rights shall be limited to a period of no more than four weeks from the date that the District Council is given written notice of an available Social Rent Unit or Affordable Rent Unit as the case may be on first letting OR a period of two weeks in the case of any second or subsequent letting, and
- 7.2 Where the relevant period specified at 7.1 above has expired OR the District Council has given notice beforehand that it does not wish to exercise its nomination rights on that occasion, then the Qualifying Developing Body, shall be entitled to allocate the Social Rent Unit or Affordable Rent Unit as the case may be to any applicant PROVIDED that (for the avoidance of doubt) the provisions of paragraphs 4 and 5 of this Part 4 shall continue to be applied and the Qualifying Developing Body shall give written notification to the District Council of the date and particulars of the letting or sale of any relevant property.
- 8 The Qualifying Developing Body shall at all times manage the Affordable Housing strictly in accordance with its own internal rules together with all relevant rules, standards or regulatory practices set down from time-to-time by the Regulator of Social Housing.
- 9 The Qualifying Developing Body (the identity of whom having been approved in accordance with Part 2 of this SCHEDULE 1) shall not subsequently sell, lease, transfer or otherwise dispose of the Affordable Housing (or any part thereof) without the written consent of the District Council SAVE as provided for in paragraph 10 of this Part 4 or in relation to a Charging Exercise.

Waiver of occupancy controls

- 10 The covenants and restrictions contained in this SCHEDULE 1 shall cease to apply in the event:
- 10.1 That the provisions contained in paragraph 11 of this Part 4 (hereinafter referred to as the "Mortgagee Protection Clause") apply; OR
- 10.2 A Qualifying Person who is a tenant of a Social Rent Unit or Affordable Rent Unit who is so entitled exercises any statutory right to purchase their property; OR
- 10.3 A Qualifying Person who is a leaseholder of a Shared Ownership Unit who is so entitled exercises their contractual right to acquire 100% of the equity of their property;
- PROVIDED THAT in the case of the Mortgagee Protection Clause the procedures and requirement for service of notice had been followed.
- 11 The covenants in this SCHEDULE 1 shall not be binding on a Mortgagee or Chargee of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such Mortgagee or Chargee PROVIDED THAT:
- 11.1 such Mortgagee or Chargee shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Units, and

- 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

1. 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.
2. 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
3. Habitats to be monitored will be those identified within the Habitat Management and Monitoring Plan submitted and approved by the local planning authority.
 4. 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:

23/6/1

Authorised Signatory



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

Designated Officer



Print Name SIONID HARRER



951/26

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