

DATED

2023

**THE COUNCIL OF THE BOROUGH  
OF GUILDFORD**

-and-

**SURREY COUNTY COUNCIL**

-and-

**WISLEY PROPERTY INVESTMENTS LTD**

-and-

**TAYLOR WIMPEY UK LIMITED**

-and-

**VIVID HOUSING LIMITED**

**AGREEMENT BY DEED**

**pursuant to Section 106 of the Town and Country Planning Act 1990 relating to  
land at Wisley Airfield, Hatch Lane, Ockham, GU23 6NU**

Sharpe Pritchard LLP on behalf of  
The Council of the Borough of Guildford  
Telephone number 020 7405 4600

**103717/16 RL**

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DRAFT

**THIS DEED** is made the

day of

2023

**BY:**

- (1) **THE COUNCIL OF THE BOROUGH OF GUILDFORD** of Milmead House, Milmead, Guildford GU2 4BB (the "**Borough Council**");
  - (2) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey RH2 8EF (the "**County Council**");
  - (3) **WISLEY PROPERTY INVESTMENTS LIMITED** (incorporated in the Cayman Islands company registration number OEO15126) of Walkers Corporate Ltd 190 Elgin Avenue, George Town Cayman Islands (the "**Owner**") and;
  - (4) **TAYLOR WIMPEY UK LIMITED** (company number 01392762) whose registered office is Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR (the "**Developer**"); and
  - (5) **VIVID HOUSING LIMITED** (Community Benefit Society No. 7544) of Peninsular House, Wharf Road, Portsmouth P02 8HB (the "**Mortgagee**")
- together the '**Parties**'.

**RECITALS:**

- A. The Owner and the Developer wish to construct the Development pursuant to the Permission upon the Site.
- B. The Owner is the freehold owner of the Site registered with freehold title absolute under Title number/s SY700332, SY980328, SY536811 and SY524010 at the Land Registry.
- C. The Mortgagee has a registered charge over the title numbers SY980328 and SY524010 listed in Recital B dated 30 March 2020 and agrees to bind their interests in the Site in accordance with the terms of this Deed.
- D. On 5 July 2022 the Developer submitted the Application to the Borough Council which was validated by the Borough Council on 12 August 2022.
- E. On 11 April 2023 the Developer submitted a Planning Appeal to the Secretary of State on the basis on the Borough Council's non determination of the Application.
- F. The Borough Council is the local planning authority for the area in which the Site is situated by whom the planning obligations and the covenants in this Deed are enforceable.
- G. The County Council is a local planning authority and the education authority and the highways authority for the area in which the Site is situated.
- H. The Parties have agreed to enter into this Deed pursuant to Section 106 of the 1990 Act to secure planning obligations on the terms set out herein and which shall take effect (in accordance with Clause 3.3) subject to the Inspector's determination in accordance with Regulation 122 of the CIL Regulations.

**NOW THIS DEED WITNESSETH**

**1. Definitions, Interpretation and Construction of this Deed**

- 1.1. The following words and phrases shall unless the context otherwise requires bear the following meanings. Individual Schedules to this Deed contain specific definitions where those definitions are only relevant to that individual Schedule. To the extent that there is a definition that applies to the Clauses in this Deed and/or more than one Schedule the definition is generally contained in this Clause 1.1 but otherwise, any definition contained in a Schedule shall also apply in the Clauses to this Deed:

**"1980 Act"**

means the Highways Act 1980 (as amended);

<b>“1990 Act”</b>		means the Town and Country Planning Act 1990 (as amended);
<b>“Acts”</b>		means Section 106 of the 1990 Act, Section 1 of the Localism Act 2011, and Section 111 of the Local Government Act 1972, and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the parties hereto shall be empowered to enter into this Deed;
<b>“Access and Movement Parameter Plan”</b>		means the plan provided at Annexure A as may be updated from time to time by agreement with the Borough Council;
<b>“Application”</b>		means the application for planning permission for the Development that has been allocated reference number 22/P/01175 and which is now the subject of the Planning Appeal;
<b>“Borough Council”</b>		means the party of the first part hereto which shall include its successors and assigns from time to time;
<b>“Borough Contributions”</b>	<b>Council</b>	<p>means together the following contributions and reference to a ‘Borough Council Contribution’ shall be to any one of them:</p> <ol style="list-style-type: none"> <li>1) Project Management Fee</li> <li>2) Annual Monitoring Fee</li> <li>3) Stewardship Body/WCAT Working Group Payment</li> <li>4) Stewardship Body/WACT Monitoring Payment</li> <li>5) Affordable Housing Plan Payment</li> <li>6) Neighbourhood Area 1 Strategic Green Infrastructure Scheme Payment</li> <li>7) Neighbourhood Local Green Infrastructure Scheme Payment</li> <li>8) Neighbourhood Area 2 Strategic Green Infrastructure Scheme Payment</li> <li>9) Neighbourhood Area 3 Strategic Green Infrastructure Scheme Payment</li> <li>10) Biodiversity Net Gain Contribution (Annually)</li> <li>11) G &amp; T Keep Open Review Monitoring Fee (Annual)</li> <li>12) Healthcare Facility Contribution or Reduced Healthcare Facility Contribution</li> <li>13) Strategic Access Management and Monitoring Contribution;</li> </ol>
<b>“Borough Monitoring Fee”</b>	<b>Council</b>	means the sums to be used by the Borough Council towards the costs of monitoring and implementing this Deed based on the fee structure as set out in Schedule 1 (monitoring costs);
<b>“Mortgagee”</b>		means the party of the fourth part hereto which shall include its successors and assigns from time to time;
<b>“CIL Regulations”</b>		means the Community Infrastructure Levy Regulations 2010 (as amended);

<b>“Commencement”</b>		means commencement of the Development pursuant to the Permission by the carrying out of any material operation within the meaning of Section 56(4)(a) to (c) of the 1990 Act [which shall include demolition] and “Commence” and “Commencement” and cognate expressions will be interpreted in accordance with this definition;
<b>“Commencement Date”</b>		means the date on which the Commencement of Development is due to occur;
<b>“Contributions”</b>		means together the Borough Council Contributions, the County Council Contributions; the Integrated Care Board and the Surrey Police;
<b>“Councils”</b>		means together the Borough Council and the County Council;
<b>“County Council”</b>		means the party of the second part hereto which shall include its successors and assigns from time to time;
<b>“County Contributions”</b>	<b>Council</b>	means together the following contributions and reference to a ‘County Council Contribution’ shall be to any one of them: 1) County Council Monitoring Contribution; 2) Local Highway Network Safety and Resilience Improvements Contribution; 3) Access for All Improvements (Horsley and Effingham Junction Stations) Contribution; 4) Early Years Contribution; 5) Secondary Education Contribution; 6) Library Contribution; 7) Policing Contribution;
<b>“County Monitoring Fee”</b>	<b>Council</b>	means the sum of £6,525 (six thousand five hundred and twenty five pounds) to be used by the County Council towards the costs of monitoring and implementing this Deed/ the fee structure as set out in schedule 1 (monitoring costs);
<b>“Development”</b>		means the Hybrid planning application for part of a new settlement and Suitable Alternative Natural Greenspace (SANG) (within LPSS Policy A35 Allocation) with new vehicular and pedestrian/cyclist accesses, comprising:  1) Full Planning Application incorporating: a) a realigned section of the proposed Wisley Lane Diversion, to include a roundabout with a stub road as the primary access to serve the new settlement from Ockham Interchange; b) a road junction access into the proposed employment area from the proposed Wisley Lane Diversion; c) a new road junction as a secondary access to serve the new settlement from Old Lane; d) SANG and associated infrastructure, including SANG car parks. e) Restricted access from Ockham Lane

- 2) Outline Planning Application (all matters reserved) for the phased development of part of a residential-led, new settlement comprising up to 1,730 Residential Units (Class C3 use), 8 gypsy and travellers pitches, up to 100 units of housing for older people (Class C2 use)), a mixed-use commercial local centre with public square, community hub and employment area alongside other commercial mixed-use neighbourhood centres located throughout and an employment area, (Classes E, F2(b), B2/B8, and sui-generis uses subject to specific planning permissions), a secondary school, a primary school, (Class F1(a)), up to 2 nurseries,(Class E (f)), also incorporating green infrastructure (including parks, neighbourhood greens and sports pitches (Class F2(c) and associated pavilion (Classes E(b) and (d), F2(b)), SANG other infrastructure, (Class E(b)), part of Wisley Lane Diversion between Ockham Interchange roundabout and realigned section of Wisley Lane Diversion, a vehicular / cycle / pedestrian sustainable transport corridor (linking the proposed Wisley Lane Diversion roundabout to Old Lane) and associated infrastructure and earthworks (with construction access from Ockham Interchange and Elm Corner).

**“Design Framework Parameter Plan”** means the plan provided at Annexure B as may be updated from time to time by agreement with the Borough Council;

**“Head of Planning”** means the Borough Council’s Executive Head of Planning Development or any other officer properly exercising the authority of that person for the time being;

**“Implementation”** means implementation of the Development pursuant to the Permission by the carrying out of any material operation within the meaning of Section 56(4)(a) to (c) of the 1990 Act and “Implement” and “Implemented” and cognate expressions will be interpreted in accordance with this definition PROVIDED THAT operations consisting of:

- 1) archaeological investigations;
- 2) excavation;
- 3) demolition work;
- 4) site clearance including removal of any unexploded ordnance;
- 5) diversion of services;
- 6) installation of services;
- 7) site or soil investigations and other investigations for the purpose of assessing ground conditions;
- 8) remedial action in respect of any contamination and / or adverse ground conditions;
- 9) landscaping works;
- 10) provision of construction access and haul road;
- 11) noise attenuation works;
- 12) erection of hoardings and fences and temporary means of

enclosure;

13) the temporary display of site notices or advertisements; or  
14) ecological surveys or ecological works;  
unless the context of this deed requires otherwise shall not be taken to be a material operation as defined in the said Section 56(4)(a) to (c) for the purposes of this Deed;

<b>“Index”</b>	means the BCIS (General Building Cost Index contained in the Monthly Bulletin of Indices published by the Office of National Statistics (or such other publication as may from time to time supersede the same);
<b>“Index Linked”</b>	means indexation payable and calculated in accordance with Clause 19 of this Deed;
<b>“Inspector”</b>	means a planning inspector appointed by the Secretary of State to consider the Appeal under delegated powers;
<b>“Land Use Parameter Plan”</b>	means the plan provided at Annexure C as may be updated from time to time by agreement with the Borough Council;
<b>“Master Phasing Plan</b>	means the plan showing the Development Phases as submitted pursuant to the relevant Planning Condition;
<b>“Neighbourhood Area 1”</b>	means the area labelled Neighbourhood Area 1 shown indicatively on the Neighbourhood Areas Plan;
<b>“Neighbourhood Area 2”</b>	means the area labelled Neighbourhood Area 2 shown indicatively on the Neighbourhood Areas Plan;
<b>“Neighbourhood Area 3”</b>	means the area labelled Neighbourhood Area 3 shown indicatively on the Neighbourhood Areas Plan;
<b>“Neighbourhood Areas Plan”</b>	means the plan provided at Annexure D as may be updated from time to time by agreement with the Borough Council;
<b>“Occupation”</b>	means occupation for the purposes permitted by the 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 <b>“Occupy”</b> , <b>“Occupying”</b> , <b>“Occupied”</b> , <b>“Occupier”</b> and <b>“Occupation Date”</b> and cognate expressions shall be construed accordingly;
<b>“Owner”</b>	means the party of the third part hereof;
<b>“Permission”</b>	means the planning permission granted pursuant to the Planning Appeal in respect of the Development;
<b>“Phase”</b>	means a phase or sub-phase of the Development as identified on the Master Phasing Plan submitted and approved pursuant the relevant condition of the Permission;



<b>"Planning Appeal"</b>	means the planning appeal against the non-determination of the Application submitted by the Owner which has been given reference APP/Y3615/W/23/3320175;
<b>"Planning Condition"</b>	means a condition attached to the Permission (or equivalent or replacement condition attached to a Section 73 Consent);
<b>"Practically Complete"</b>	means practical completion as evidenced by a certificate issued by an architect or other appropriate professional acting for the Owner (" <b>Practical Completion</b> " shall be construed accordingly, and the " <b>Date of Practical Completion</b> " shall mean the date of practical completion given in such certificate);
<b>"Reasonable Endeavours"</b>	means the taking of such reasonable steps that would be taken by a reasonable and prudent person acting in their own commercial interests which shall not require the Owner to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed, including where reasonably required by the Borough Council or the County Council providing written supporting evidence of the matters mentioned above;
<b>"Reserved Matters Area Approval"</b>	means an approval pursuant to a Reserved Matters Application;
<b>"Reserved Matters Area"</b>	means an area of land within the Development bound by the Reserved Matters Area Approval;
<b>"Reserved Matters"</b>	means reserved matters as defined in The Town and Country Planning (Development Management Procedure) (England) Order 2015 and shall include any amendment to it;
<b>"Reserved Matters Application"</b>	means an application for approval of Reserved Matters;
<b>"Resident(s)"</b>	means anyone who Occupies a Residential Unit in the Development;
<b>"Residential Units"</b>	means the Use Class C3 units of residential accommodation to be provided by the Development including the Market Housing Units and/or the Affordable Housing Units (as the context requires) and reference to a ' <b>Residential Unit</b> ' shall be to any one of them;
<b>"SANG General Arrangement Plan"</b>	means the plan provided at Annexure E as may be updated from time to time by agreement with the Borough Council;
<b>"SANG Phasing Plan"</b>	means the plan provided at Annexure F as may be updated from time to time by agreement with the Borough Council;
<b>"Secretary of State"</b>	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any

successor in function;

- "Section 73 Consent"** means a planning permission granted pursuant to section 73 of the 1990 Act which varies and/or removes any condition to which the Permission was subject and/or to which such planning permission granted pursuant to section 73 of the 1990 Act was granted subject to;
- "Site"** means the land known as land at Former Wisley Airfield, Hatch Lane. Ockham, GU23 6NU and being so much of the land within the registered titles referred to at Recital B as is within the area shown indicatively edged red on the Site Plan and against which this Deed may be enforced;
- "Site Plan"** means the plan provided at Annexure G;
- "Stewardship Body/WACT"** means the Wisley Airfield Community Trust being the body set up to carry out the Stewardship Body/WACT Functions (via the Stewardship Body/WACT Management) which may be an incorporated registered charity and company limited by guarantee;
- "Sustainable Movement Corridor"** means the 'Sustainable Movement Corridor' as shown on the Access and Movement Parameter Plan (unless otherwise agreed in writing with the Borough Council);
- "Working Day"** means any Monday to Friday (other than bank or public holidays);

- 1.2. Any covenant by the Owner not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 1.3. Any references to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 1.4. Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any party or any response is requested to any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response it shall not be unreasonable or unreasonably withheld or delayed AND any party alleging a breach of this paragraph 1.4 shall be entitled to refer the matter as a dispute pursuant to Clause 20.
- 1.5. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 1.6. Where reference is made to a Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, paragraph, recital or schedule of (or in the case of a plan then attached to) this Deed and as so numbered.
- 1.7. In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

## **2. Enabling Provisions**

- 2.1. This Deed is made pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that, subject to the remainder of this Clause 2 and specifically Clause 3.3, they shall be enforceable by the Councils against the Owner and also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part thereof as if that person had also been an originating covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person.
- 2.2. No person shall be liable for any breach of the positive and restrictive covenants and undertakings or other provisions of this Deed after it shall have either parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 2.3. To the extent only that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are (but without prejudice to the general effect of Clause 3.3) entered into pursuant to the other Acts.

### **3. Conditionality**

- 3.1. Subject to clause 3.2 below this Deed shall come into effect upon the date hereof.
- 3.2. Clauses 6 and 13 shall come into effect upon the grant of the Permission and Commencement.
- 3.3. Any planning obligations in this Deed shall not take effect and shall not be enforceable by the Councils if the Secretary of State or the Inspector determining the Planning Appeal finds in their decision letter that in their opinion the requirement for one or more of the planning obligations in this Deed is not compliant with the CIL Regulations or is immaterial to the grant of the Permission and that no weight has been given to the same in reaching their decision then that specific planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of the deed and neither the Owner nor the Councils shall be obligated to comply with the terms of the relevant planning obligation(s) but the remaining clauses and planning obligations within this Deed will remain in full force and effect AND for the avoidance of any doubt no modification of this deed under Section 106A of the 1990 Act shall be necessary for this Clause 3.3 to take effect.

### **4. No Encumbrance**

The Owner HEREBY COVENANTS with the Councils that they will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude the carrying out of the planning obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this Clause will not prevent any disposal or dealing by grant of lease or otherwise with the Owner's interests in any part of the Site.

### **5. General Provisions**

- 5.1. The covenants on behalf of the Owner to be observed and performed under this Deed shall be treated as local land charges and registered by the Borough Council at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.
- 5.2. Nothing in this Deed (contained or implied) shall prejudice or affect the rights powers duties and obligations of the Councils (as applicable) in the exercise by them of their statutory functions and the rights powers duties and obligations of the Councils under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.
- 5.3. Nothing in this Deed shall be construed as a grant of planning permission.

- 5.4. 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 Permission) granted (whether or not on appeal) after the date of this Deed.

## **6. Covenants by the Owner and the Developer**

- 6.1. The Owner shall observe and perform the covenants and undertakings contained in Schedules 1 to 15 (inclusive) as planning obligations for the purposes of the 1990 Act.
- 6.2. The Developer covenants that for as long as the Owner (being for the purposes of this paragraph Wisley Property Investments Limited and not any successor in title) is the freehold owner of the Site or any part of it that it shall be liable to observe and perform the covenants and undertakings in Schedules 1 to 15 (inclusive) on the Owner's behalf as planning obligations for the purposes for the 1990 Act.
- 6.3. The Developer acknowledges that on acquiring the Site or any part of it as a successor in title to the Owner that it shall in accordance with section 106(3) of the 1990 Act be bound to observe and perform the covenants and undertakings in Schedules 1 – 15 (inclusive) as planning obligations for the purposes of the 1990 Act.

## **7. Covenants by the Borough Council**

- 7.1. The Borough Council covenants with the Owner to carry out those obligations in Schedule 16 that it is required to carry out and perform and also in respect of any Borough Council covenants in favour of the Owner within the remainder of this Deed

## **8. Covenants by the County Council**

- 8.1. The County Council covenants with the Owner to carry out those obligations in Schedules 16 that it is required to carry out and perform and also in respect of any County Council covenants in favour of the Owner within the remainder of this Deed.

## **9. Implementation**

- 9.1. The Owner hereby covenants to give not less than 5 (five) Working Days' written notice to the Councils of the date of the proposed Implementation, and the Owner shall not Implement the Development until such notice has been given.
- 9.2. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked, or otherwise withdrawn (without the consent of the Owner) or expires prior to the Implementation.

## **10. No Waiver**

No waiver (whether express or implied) by the Councils of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

## **11. Interest**

Without prejudice to any other right remedy or power herein contained or otherwise available to the Councils if any Contributions, payments, fees (including the Borough Council Monitoring Fees and County Council Monitoring Fees) and, payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 28 (twenty-eight) Working Days the Owner shall pay on demand to the Borough Council or the County Council (as appropriate) interest thereon at the interest rate of 4% (four percent) per annum above the base lending rate of the Bank of England from the date when the same became due until payment thereof.

## 12. Severability

Each Clause, sub-Clause, Schedule, or Paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, sub-Clause, Schedule, or Paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed then any modifications necessary to ensure such Clause, sub-Clause, Schedule, or Paragraph be valid shall apply without prejudice to any other Clause, sub-Clause, Schedule, or Paragraph contained herein.

## 13. Service of Notices

- 13.1. All notices requests and demands or other written communications to or upon the Parties shall be deemed to have been properly given or made if dispatched by next day delivery service providing proof of postage or delivery to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

To the Borough Council: to the address at party recital A  
Attention: Executive Head of Planning Development  
Milmead House, Milmead, Guildford GU2 4BB

To the County Council: Infrastructure Agreements Manager  
Surrey County Council, Third Floor, Quadrant Court, 35  
Guildford Road, Woking, GU22 7QQ

To the Developer: MD of Taylor Wimpey South Thames  
Gate House, Turnpike Road, High Wycombe,  
Buckinghamshire, HP12 3NR

**and**

MD of Taylor Wimpey South Thames and the Regional  
Solicitor  
South Thames, The Arc, Office Park, Springfield Drive,  
Leatherhead, KT22 7LP

To the Owner: Wisley Property Investments Limited, Gate House, Turnpike  
Road, High Wycombe, Buckinghamshire HP12 3NR

To the Mortgagees: c/o Trowers & Hamlins LLP, The Senate, Southernhay  
Gardens, Exeter, EX1 1UG, DX 8343 Exeter

To the Integrated Care Board: FAO: Assistant Director of Estates  
  
NHS Surrey Heartlands Integrated Care Board, Block C 1st  
Floor, Duke Street, Woking, Surrey, GU21 5BH

**and**

pc.contracts@nhs.net; syheartlandsicb.nhs-  
planning@nhs.net

To Surrey Police: Kevin Eaton

Head of Estates Services, Surrey Police and Sussex Police,  
HQ Surrey, Mount Browne, Sandy Lane, Guildford, GU3  
1HG

**and**

Kp.Eaton@sussex.police.uk

- 13.2. In the case of any notices requests and demands or other written communications sent to the Borough Council (except the submission under Schedule 9 ,clause 3.4 where receipt shall only be sufficient where properly addressed and given, made or dispatched by next day delivery service providing proof of postage or delivery) the Borough Council will accept receipt by email properly addressed.

**14. Actions on Completion**

- 14.1. The Owner shall on completion of this Deed pay:
- 14.1.1. the Borough Council's reasonable legal costs properly incurred in the negotiation and preparation of this Deed; and
  - 14.1.2. the County Council's reasonable legal costs properly incurred in the negotiation and preparation of this Deed.

**15. Exclusion of Liability**

- 15.1. Save for the provisions of Schedule 6, Part 1 paragraphs 7.2, 7.3, 7.4 & 7.5 and in respect of the Custom Build Housing, Schedule 6, Part 3, paragraph 4.4 the obligations in this Deed shall not be enforceable against individual owners or individual Occupiers or individual tenants of the Residential Units or their mortgagees, chargee or successors in title or any persons deriving title from them.
- 15.2. Save for the provisions of Schedule 6 Part 2 paragraph 4.1.1, the obligations in the Deed shall not be enforceable against the owners or Occupiers or tenants of the Gypsy and Traveller Pitches.
- 15.3. Save for the Affordable Housing provisions contained within Schedule 6, Part 1 the obligations in this Deed shall not be enforceable against an Affordable Housing Provider or the Chargee, (Schedule 6 definition (a)) or their successors in title.
- 15.4. This Deed shall not be enforceable against any statutory undertakers (including their successors in title).

**16. Deed Governed by English Law**

This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.

**17. Third Parties**

It is not intended that this Deed should give rights hereunder to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

**18. Notifications**

- 18.1. The Owner shall notify the Councils in writing within 10 (ten) Working Days of the date of:
- 18.1.1. Commencement; and
  - 18.1.2. any trigger point requiring an obligation under the Deed to be complied with relevant (as applicable) to either or both Councils; and

- 18.1.3. the commencement, laying out and making operational and ready for use any SANG (including SANG 1).
- 18.2. The Parties agree that if the Owner fails to give the notice required by clause 18.1.1 then the Borough Council shall be entitled in its absolute discretion to determine the Commencement Date and shall give notice to the Owner and the County Council in writing of the Borough Council's determination and the Commencement Date shall be considered the Commencement of the Development.
- 18.3. The Owner covenants with the Councils not to allow Commencement until the notification as referred to in Clause 18.1.1 has been given.

## **19. Indexation**

The Contributions, payments, fees (including the Borough Council Monitoring Fees and County Council Monitoring Fees) and sums of money (or relevant part thereof) shall be adjusted by a percentage equivalent to the percentage increase shown in the Index over the relevant period calculated from the date of the Permission until payment of the same the amount of such increase to be calculated as follows:

$$A \times \frac{B}{C}$$

Where:

A = the relevant payment specified in this Deed

B = the Index figure most recently published prior to the date the relevant payment is paid

C = the Index figure most recently published prior to the date of the Permission

For the avoidance of doubt, in case of any decrease in the Index the change in the Index shall be deemed to be nil.

## **20. Disputes**

- 20.1. If there is any dispute between any of the Parties in respect of any of the matters to be agreed or approved (or otherwise within the scope of Clause 1.4) pursuant to this Deed (other than a dispute or difference concerning the meaning or construction of this Deed or a matter of law) which cannot be resolved by prior agreement between the parties in dispute, such dispute shall be determined in accordance with this Clause 20 and any party to the dispute may at any time require by notice in writing to the other an independent expert to be appointed to resolve the dispute.
- 20.2. The expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Deed.
- 20.3. The expert shall be appointed jointly by the parties in dispute and, in the absence of such agreement within one (1) month of service of the notice pursuant to clause 20.1, be appointed by the President for the time being of the Royal Institution of Chartered Surveyors within one (1) month of an application being made by one of the parties.
- 20.4. The expert shall invite written representations (and, if the expert determines, further written representations by way of rebuttal) from each of the parties to the dispute and shall make his final determination within one (1) month of his appointment PROVIDED THAT if the expert fails to do so, then any of the parties in dispute may apply to the President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in which case the same procedure shall be repeated.
- 20.5. The findings of the expert shall be final and binding on the parties in dispute except in the case of manifest, material error.

- 20.6. The expert shall act as an expert and not as an arbitrator.
- 20.7. The costs of the dispute shall be payable by the parties in dispute in such proportion as may be determined by the expert and failing such determination to be borne in equal shares by the parties in dispute.
- 20.8. Nothing in this Clause 20 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

## 21. Planning Permission Approvals

- 21.1. It is hereby agreed by the Parties that any agreement, approval, grant of applications, approval of Reserved Matters Application, discharge or compliance with conditions issued or given by the Councils or any of them pursuant to the Permission (including any Section 73 Consent) shall be taken to be approved under this Deed.

## 22. Mortgagee

- 22.1. Without prejudice to the provisions of Schedule six, Part 1, paragraph 7 (Chargee Protection), 7.1 that shall apply to the Mortgagee in respect of relevant Affordable Housing, the Mortgagee, acknowledges and declares that this Deed has been entered into by the Owner with their consent and that the parts of the Site over which they have the charge shall be bound by the obligations contained in this Deed and that their charge on the parts of the Site over which they have a charge shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless they take possession of part of the Site in which case they too will be bound by the obligations affecting their part of the Site as if they were a person deriving title from the Owner.
- 22.2. Any future mortgagee or chargee or mortgagee with any interest in any part or parts of the Site for time to time shall only be liable for any breach of the provision of this Deed:
- 22.2.1. to the extent that such a breach affects a part of the Site in which the mortgagee or chargee or mortgagee has any existing legal interest;
- 22.2.2. arising during such period it is a mortgagee or chargee or mortgagee in possession of the whole or any part of the Site and for the avoidance of doubt they will remain liable for any such breach that is subsisting after that have parted with their interest in the Site.

## 23. Further Section 73 Consent

- 23.1. If any Section 73 Consent is granted after the date of this Deed:-
- 23.1.1. the planning obligations in this Deed shall automatically relate to and bind such Section 73 Consent from the date of the grant of the Section 73 Consent (in addition to continuing to bind the Site in respect of the Permission) without the need to enter into any subsequent deed of variation or new deed pursuant to section 106 or section 106A of the 1990 Act;
- 23.1.2. the definitions of "**Application**", "**Development**", and "**Permission**" (other than for the purpose of Clause 1.1 shall be construed to include reference to (respectively and as appropriate) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself; and
- 23.1.3. this Deed shall be endorsed with the following words in respect of any Section 73 Consent:-  
*"the planning obligations and undertakings in the Deed relate to and bind the Site in respect of which a new planning permission reference [ ] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"*



provided that:-

23.1.4. nothing in this Clause shall fetter the discretion of the Borough Council or the County Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations, and undertakings required in connection with the determination of the same;

23.1.5. to the extent that any of the planning obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

23.1.6. the Borough Council and the County Council reserve the right to require the completion of a separate planning obligation that could include undertakings by deed of agreement or deed of variation in connection with any Section 73 Consent if either or both (acting reasonably) consider it desirable and necessary to do so.

23.2. In the event of different planning obligations or undertakings agreed by the Borough Council or the County Council being binding on any Section 73 Consent pursuant to Clause 23.1.6 above, this Deed shall not apply to that Section 73 Consent if that separate deed expressly states that it is in substitution (or partial substitution) for the planning obligations or undertakings contained in this Deed.

#### **24. Change In Ownership**

24.1. The Owner agrees with the Borough Council and the County Council to give the Borough Council and the County Council written notice within seven Working Days of any change in ownership of any of their interests in the Site or any part or parts of it occurring before all the planning obligations in this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan provided that notice is not required in respect of the transfer of any individual Residential Unit or individual building or transfer of any part of the Site to either the Borough Council or the County Council or to a statutory undertaker in so far as and to the extent that the relevant undertaker is occupying the relevant part of the Site in its capacity as a statutory undertakers for the purposes related to their function as a provider of utility services.

#### **25. Release of Obligations**

25.1. Without prejudice to the requirements of section 106A of the 1990 Act the Parties agree that a planning obligation can only be waived varied or released by a deed made under section 106/106A of the 1990 Act with the consent of:-

25.1.1. the Borough Council or the County Council (as applicable to the relevant planning obligation in terms of to whom the planning obligation is given and by whom it is enforceable); and

25.1.2. a person against whom such planning obligation can be enforced in accordance with this Deed; and

25.1.3. that the consent of the original contracting parties and any other parties or intervening successors in title (to the extent that such planning obligation is no longer enforceable against them) is not required.

**SCHEDULE 1**  
**Monitoring Fees**

**Part 1 Borough Council Monitoring Fees**

**1. Definitions**

<b>“Affordable Housing Plan (Reserved Matters Area Approval) Payment”</b>	means the sum of £800 (eight hundred pounds) towards the Borough Council’s consideration of the information submitted under each Affordable Housing Plan (Reserved Matters Area Approval) submitted to the Borough Council by the Owner;
<b>“Biodiversity Net Gain Monitoring Contribution”</b>	means the sum of £2,564 (two thousand five hundred and sixty four pounds) per annum towards the monitoring by the Borough Council of the Biodiversity Net Gain obligations at Schedule 14 Part 2;
<b>“Borough Council Initial Monitoring Fee”</b>	means £25,000 (twenty five thousand pounds) to cover the initial costs of monitoring and implementing this Deed including preparing and setting up the internal structure and governance for monitoring performance of this Deed;
<b>“Borough Council Annual Monitoring Fee”</b>	means the annual sum of £15,000 (fifteen thousand pounds) to cover the costs of on-going monitoring and implementing this Deed payable in accordance with paragraph 1.3 of this Schedule;
<b>“Borough Council Stewardship Body/WACT Working Group Payment”</b>	means the sum of £10,000 (ten thousand pounds) payable to the Borough Council in respect of their involvement and participation on the Stewardship Body/WACT Working Group;
<b>“External Consultant”</b>	means any external consultant(s) appointed by the Borough Council where the Borough Council need the support of professional specialist advisor(s) to assess information submitted by the Owner;
<b>“G &amp; T Keep Open Review Monitoring Fee”</b>	means the sum of £500 (five hundred pounds) to the monitoring by the Borough Council of the Gypsy and Traveller Pitches being Kept Open in accordance with Schedule 6, Part 2;
<b>“Stewardship Body/WACT Monitoring Payment”</b>	means the annual sum of £5,000 (five thousand pounds) payable to the Borough Council as a contribution towards the Borough Council costs of monitoring the Stewardship Body/WACT and the performance of the Stewardship Body/WACT Functions pursuant to the Deed;
<b>“Neighbourhood Strategic Infrastructure Payment and Neighbourhood Local Green Infrastructure Area 1 Green Infrastructure Scheme”</b>	means the sum of £10,125 (ten thousand one hundred and twenty five pounds) towards the Borough Council’s consideration of Neighbourhood Strategic Green Infrastructure Scheme and Neighbourhood Local Green Infrastructure Scheme for Neighbourhood Area 1 in accordance with Schedule 7;

## **Scheme Payment”**

**“Neighbourhood Strategic Infrastructure Payment and Neighbourhood Green Infrastructure Scheme Payment” Area 2** Means the sum of £10,125 (ten thousand one hundred and twenty five pounds) towards the Borough Council’s consideration of Neighbourhood Strategic Green Infrastructure Scheme and Neighbourhood Local Green Infrastructure Scheme for Neighbourhood Area 2 in accordance with Schedule 7;

**“Neighbourhood Strategic Infrastructure Payment and Neighbourhood Green Infrastructure Scheme Payment” Area 3** means the sum of £10,125 (ten thousand one hundred and twenty five pounds) towards the Borough Council’s consideration of Neighbourhood Strategic Green Infrastructure Scheme and Neighbourhood Local Green Infrastructure Scheme for Neighbourhood Area 3 in accordance with Schedule 7;

**“Project Management Fee”** means the sum of £4,000 (four thousand pounds) to be applied by the Borough Council for the purpose of approving the Employment and Skills Plan in accordance with the provisions of this Schedule 11;

## **2. Borough Council Monitoring Fees**

2.1. The Owner covenants with the Borough Council as follows:

- 2.1.1. upon the notice of Commencement in accordance with clause 18 to pay:
  - 2.1.1.1. the Borough Council Initial Monitoring Fee;
  - 2.1.1.2. the Project Management Fee;
- 2.1.2. not to Commence the Development unless and until the Borough Council Initial Monitoring fee and the Project Management Fee have been paid;
- 2.1.3. to pay the Borough Council Annual Monitoring Fee on the anniversary of the notice of Commencement in accordance with clause 18 until the first anniversary following Practical Completion of the Development;
- 2.1.4. no later than 12 months after Commencement of the Development and before (if earlier) the establishment of the Stewardship Body/WACT Working Group to pay the Borough Council Stewardship Body/WACT Working Group Payment;
- 2.1.5. until the Stewardship Body/WACT Takeover Date and upon submission of the information to be provided to the Borough Council in accordance with Schedule 13 paragraph 4.1.4 and 4.1.5 to pay the Stewardship Body/WACT Monitoring Payment;
- 2.1.6. to pay the Affordable Housing Plan (Reserved Matters Area Approval) Payment at the time of submitting each Affordable Housing Plan (Reserved Matters Area Approval);
- 2.1.7. to pay to the Borough Council the Neighbourhood Area 1 Strategic Green Infrastructure Scheme Payment and Neighbourhood Local Green Infrastructure Scheme Payment upon submission of the Neighbourhood Strategic Green Infrastructure Scheme and Neighbourhood Local Green Infrastructure Scheme for Neighbourhood Area 1;

- 2.1.8. to pay to the Borough Council the Neighbourhood Area 2 Strategic Green Infrastructure Scheme Payment and Neighbourhood Local Green Infrastructure Scheme Payment upon submission of the Neighbourhood Strategic Green Infrastructure Scheme and Neighbourhood Local Green Infrastructure Scheme for Neighbourhood Area 2;
- 2.1.9. to pay the Neighbourhood Area 3 Strategic Green Infrastructure Scheme Payment and Neighbourhood Local Green Infrastructure Scheme Payment upon submission of the Neighbourhood Strategic Green Infrastructure Scheme and Neighbourhood Local Green Infrastructure Scheme for Neighbourhood Area 3;
- 2.1.10. to pay the Biodiversity Net Gain Contribution annually in advance of commencement, laying out and making operational and ready for use any SANG (including SANG 1) and/or Implementation of any Phase of the Development payable for the duration of the required monitoring by the Borough Council of the Biodiversity Net Gain obligations at Schedule 14, Part 2;
- 2.1.11. to pay annually on the anniversary of the first Occupation of any of the Gypsy and Traveller Pitches the G & T Keep Open Review Monitoring Fee.
- 2.2. In respect of any Borough Council tasks and functions in monitoring and implementation of the Deed the Borough Council reserve the right to appoint an External Consultant to assess information submitted by the Owner and the Owner shall pay the Borough Council's costs which are reasonably and properly incurred including those of the External Consultant within 28 Working Days of a written request for payment.
- 2.3. The Parties acknowledge and agree that all monitoring fees payable under this Schedule 1 Part 1 that fall due after the Stewardship Body/WACT Takeover Date (as defined in Schedule 13) will be payable by the Stewardship Body/WACT.

## Part 2 County Council Monitoring Fees

### 1. Definitions

**"County Monitoring Contribution"** means the sum of £6,525 (six thousand five hundred and twenty five pounds)

### 2. County Council Monitoring Contribution

- 2.1. The Owner covenants to pay the County Monitoring Contribution to the County Council prior to Commencement.

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**SCHEDULE 2**  
**Annexures**

Annexure A	Access and Movement Parameter Plan	1350-2-255 rev Q
Annexure B	Design Framework Parameter Plan	1350-2-256 rev F
Annexure C	Land Use Parameter Plan	1350-2-252 rev R
Annexure D	Neighbourhood Areas Plan	1350-L-1013 rev B
Annexure E	SANG General Arrangement Plan	1996-DLA-DR-L-02 P10
Annexure F	SANG Phasing Plan	1996-DLA-HA-SANG-DR-L-04 P06
Annexure G	Site Plan	1350-2-130 rev L
Annexure H	Public Transport Strategy	Updated, version 2, dated July 2023, prepared by WSP
Annexure I	Bus Stop Plan	70071233-SK-007 rev B
Annexure J	Mini Roundabout Plan	70071233-SK-006 rev C
Annexure K	Cycle Route General Arrangement Plans and Erratum sheet	Martin Higgitt drawings 1) Route 1 to Horsley drawings 1 – 18 2) Route 3 to Ripley drawings 1 - 9 3) Route 4 to Byfleet drawings 1 - 15 4) Route 5 to Cobham drawings 1 – 10 5) Route 6 to Stoke D'Abernon 1 - 6 6) Ockham Lane – Hyde Lane – drawings 1 - 6
Annexure L	Highway Safety and Resilience Area Plan	N/A
Annexure M	Off Site Route Designation Plans	Martin Higgitt drawings 1) Ockham Lane – Hyde Lane to Martyrs Green 2) Route to Horsley 3) Route to Ripley 4) Route to Byfleet 5) Route to Cobham 6) Route to Stoke D'Abernon 7) Old Lane
Annexure N	Old Lane Traffic Management Proposals	Martin Higgitt drawings 1) Old Lane Traffic Management drawings 1 – 14
Annexure O	ProW Status Overlay Plan	2036 Drawing 1 rev 1
Annexure P	Connection Expert Terms of Reference	N/A
Annexure Q	Indicative Strategic Open Space Provision Plan	2192-DLA-DR-L-04 rev P02

Annexure R	SAMM PLUS Scheme – Wardening Service Information	
Annexure S	SANG Creation and Management Plan	Version 2, dated 27 January 2023, issue no 20/24-21F
Annexure T	WACT IPFF and Addendum – Wisley Airfield Community Trust – In Perpetuity Funding Framework (July 2023) and Wisley Airfield Community Trust In Perpetuity Funding Framework (IPFF) Amendment/Addendum 17th October 2023	
Annexure U	WACT Memorandum and Articles of Association and Implementation Agreement	
Annexure V	Monitor and Manage Strategy	Dated 17 July 2023
Annexure W	Blackmoor Farm (potential Skylark compensation land)	1350-L-1017

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**SCHEDULE 3**  
**Highways and Transport**

**Part 1**

**1. Definitions**

**"Access for All Improvements (Horsley and Effingham Junction Stations) Contribution"** means a contribution of £4,000,000 (four million pounds) towards the cost of "Access for All" accessibility improvements at Horsley and Effingham Junction Stations;

**"Best Value"** means the provision of the Bus Services using the most advantageous combination of cost, quality and sustainability where:

- 1) cost means consideration of the whole life cost of delivery of the Bus Services.
- 2) quality means meeting a specification (as agreed between the Owner and the County Council) which is fit for purpose and sufficient to meet the requirements for the Bus Services; and
- 3) sustainability means economic, environmental, social and community benefits in support of the objectives for the Bus Services;

**"Bridleway No. 16 Improvements"** means improvements to bridleway 16 between the Site boundary and Ockham Lane as indicated on the Off Site Routes Designation Plans;

**"Bridleway No. 566 Improvements"** means improvements to bridleway 566 between the Site and Byfleet as indicated on the Off Site Routes Designation Plans;

**"Bus Services"** means the staged provision of new bus services to be provided in accordance with the Public Transport Strategy (provided at Annexure H) or otherwise as agreed between the Owner and County Council;

**"Bus Services Takeover Date"** means the date on which the Owner serves notice on the Borough Council and the County Council (supplying such evidence as may be reasonably required by the Borough Council and the County Council and to include an Independent Audit Report) that the Stewardship Body/WACT is sufficiently endowed in accordance with the Stewardship Body/WACT Scheme to enable the Stewardship Body/WACT to provide the Bus Services in substitution for the Owner;

**"Bus Stop Scheme"** means a bus stop scheme to be provided as an alternative to Effingham Mini Roundabout No. 2, shown indicatively on Annexure I and as described at paragraph 2.6.2 of this Schedule;



<b>"Byway open to all traffic (BOAT No. 544) Improvements"</b>		means improvements to BOAT No. 544 between the Site boundary and Ockham Lane as indicated on the Off-Site Routes Designation Plans;
<b>"Car Club"</b>		means a car hire organisation which allows members to rent cars and small vans on a flexible/short term basis for a fee where the vehicles are made available by the Car Club Operator to Occupiers of the Development and the general public in accordance with the Car Club Scheme;
<b>"Car Club Scheme"</b>		means a scheme for the operation of the Car Club including the location phasing and number of parking spaces made available to the Car Club to be submitted to and approved by the County Council;
<b>"Car Club Operator"</b>		means the operator of the Car Club at the Development who is appointed by the Owner and who will be responsible for the operation of the Car Club;
<b>"Cycle Track Orders"</b>		means orders for the designation of public footpaths as cycle tracks within the meaning of Section 3 of the Cycle Tracks Act 1984;
<b>"E-Bike Scheme"</b>		means a scheme for the operation of an E-Bike hire scheme open to the public including Occupiers of the Development to be submitted and approved by the County Council;
<b>"Effingham Roundabout no. 1"</b>	<b>Mini</b>	means a mini roundabout to be provided at the junction of Forest Road/Howard Road/Horsley Road in Effingham identified indicatively on the plans provided at Annexures I and J;
<b>"Effingham Roundabout no. 2"</b>	<b>Mini</b>	means a mini roundabout to be provided adjacent to Mini Roundabout no. 1 as shown indicatively on the plan provided at Annexure J;
<b>"Effingham Roundabout no. 2 or Bus Stop Scheme Works"</b>	<b>Mini Bus</b>	means the works to deliver the Effingham Mini Roundabout no. 2 or Bus Stop Scheme;
<b>"Footpath No. 67 Improvements"</b>	<b>No. 67</b>	means improvements to approximately 200m of footpath 67 between the Site and Cobham as indicated on the Off-Site Routes Designation Plans including surfacing improvements and designation as a cycle route;
<b>"Footpath No. 99 Improvements"</b>	<b>No. 99</b>	means improvements to approximately 560m of footpath 99 between footpath 98 and Kingston Avenue as indicated on the Off-Site Routes Designation Plans including surfacing improvements and designation as a cycle route;
<b>"General Plans"</b>	<b>Arrangement</b>	means the plans provided at Annexure K;

<b>"Highways Agreement/s"</b>	means an agreement/s made between the Owner and the County Council made pursuant to section 38 and/or section 278 of the Highways Act 1980 (and any other relevant legislation) for the Highway Works or any part of the Highway Works, which amongst other things: <ul style="list-style-type: none"> <li>1) secures for the County Council a bond (deposit, bond, guarantee, surety or similar security) in respect of the relevant Highway Works;</li> <li>2) secures for the County Council a commuted sum for the future maintenance of the relevant Highway Works; and</li> <li>3) dedicates under section 38 of the Highways Act the On-Site Roads as highway maintainable at the public expense;</li> </ul>
<b>"Highway Works"</b>	means those civil engineering works comprising the Old Lane Traffic Management Scheme, and Off-Site Cycle Routes including the Ockham Lane Improvements that are located within the limits of the adopted public highway;
<b>"Local Highway Network Safety and Resilience Improvements Contribution"</b>	means a contribution of £3,100,000 (three million one hundred thousand pounds) towards highway safety and resilience improvements on the Local Highway Network as shown on the plans provided at Annexure L;
<b>"Principal Mobility Hub"</b>	means a shared transport space to be provided within the Local Centre of the Development for the purposes of providing inter alia vehicular and cycle charging infrastructure, cycle parking bays, bike locking facilities and systems to promote and coordinate with local public transport;
<b>"Secondary Mobility Hubs"</b>	means facilities located in Neighbourhood Areas 1 and 3 providing infrastructure and information for transport and travel within and from and to the Site;
<b>"Ockham Lane Improvements"</b>	means the works shown on the General Arrangement Plans and as indicatively shown on the Off-Site Routes Designation Plans;
<b>"Off-Site Cycle Routes"</b>	means the routes to Horsley; Ripley; Byfleet; Cobham; Stoke D'Abernon, all as indicatively shown on the Off-Site Routes Designation Plans;
<b>"Off-Site Routes Designation Plans"</b>	means the plans provided at Annexure M showing indicatively the routes to Horsley; Ockham Lane – Hyde Lane – Martyrs Green; Ripley; Byfleet; Cobham; Stoke D'Abernon, and as shown in the General Arrangement Plans;
<b>"Old Lane Traffic Management Scheme"</b>	means the works indicatively shown on the plans provided at Annexure N;

<b>"On-site Roads"</b>	means the roads including (without limitation) footways, cycleways and verge within the Development which are to be proposed by the Owner for dedication as highway maintainable at public expense and which includes the Sustainable Movement Corridor;
<b>"Public Rights of Way Improvement Works"</b>	means the works to achieve the Bridleway No. 16 Improvements, Bridleway No. 566 Improvements, Byway open to all traffic (BOAT No. 544) Improvements, Footpath No. 67 Improvements and the Footpath No. 99 Improvements shown coloured green on the Off-Site Routes Designation Plans to be funded by the Owner and constructed by the County Council;
<b>"Speed Limit Reduction"</b>	means the proposed reduction of the existing speed limits as shown on Annexures K, M, and N;
<b>"Traffic Regulation Orders"</b>	means such traffic regulation orders within the meaning of the Road Traffic Act 1984 as are reasonably required for the Development;
<b>"Travel Plan Monitoring Fee"</b>	means the fee of £6,150 (six thousand one hundred and fifty pounds) required for the ongoing management and monitoring of the Travel Plan;
<b>"ProW Status Overlay Plan"</b>	means the plan provided at Annexure O showing the proposed changes to the status of each Public Right of Way (ProW) as an overlay to the Access and Movement Parameter Plan AND as may be updated from time to time with approval in writing of the County Council;

## **2. Off-site highways**

- 2.1. The Owner shall carry out the Highway Works comprising the Old Lane Traffic Management Scheme, and Off-Site Cycle Routes including the Ockham Lane Improvements that are contained within the adopted highway boundary materially in accordance with the General Arrangement Plans or otherwise as agreed with the County Council and generally as identified in orange on the Off-Site Routes Designation Plans, following discharge of any relevant Planning Conditions] and prior to Occupation of the 50<sup>th</sup> Residential Unit
- 2.2. The Owner covenants not to Occupy more than 50 Residential Units until the works described in paragraph 2.1 above have been completed to the satisfaction of the County Council.
- 2.3. In respect of any of the works described at paragraph 2.1 where a Speed Limit Reduction is proposed the execution and completion of which require one or more Traffic Regulation Orders then the occupation restrictions at paragraphs 2.1 and 2.2 shall not apply and the Owner shall use Reasonable Endeavours to execute and complete those works as soon as reasonably practicable having regard to the timing of the relevant order(s).
- 2.4. The Owner and the County Council agree that within 28 days of a request for payment from the County Council the Owner shall pay the reasonably incurred costs of the County Council to construct the Public Rights of Way Improvement Works indicatively shown in the General Arrangement Plans and as shown in green on the Off-Site Routes Designation Plans and the

County Council shall use Reasonable Endeavours to execute and complete the Public Right of Way Improvement Works prior to Occupation of the 50<sup>th</sup> Residential Unit.

- 2.5. The Owner and the County Council agree that within 28 days of a request for payment from the County Council the Owner shall pay the costs of the County Council in obtaining all necessary Cycle Track Orders and Traffic Regulation Orders and any other relevant orders required to facilitate delivery of the Old Lane Traffic Management Scheme, the Ockham Lane Improvements and the works shown on the Off-Site Routes Designation Plans and the County Council shall use all reasonable endeavours to obtain such Traffic Orders subject to payment of such costs.
- 2.6. By Occupation of the 500<sup>th</sup> Residential Unit the Owner shall have completed to the satisfaction of the County Council the Effingham Mini Roundabout no. 2 or Bus Stop Scheme Works comprising:
  - 2.6.1. either a second mini roundabout at the Old Lane/Forest Road/ Horsley Road junction to complement the operation of the Effingham Mini Roundabout, Effingham Mini Roundabout no. 2; or
  - 2.6.2. improved bus stop provision at Old Lane/Forest Road/ Horsley Road generally in accordance with the Bus Stop Scheme Works;  
and the County Council shall by Occupation of the 150<sup>th</sup> Residential Unit notify which of the Effingham Mini Roundabout no. 2 or Bus Stop Scheme options it requires the Owner to deliver AND in default of such notification being given by the 150<sup>th</sup> Occupation the County Council shall be deemed to have given notice that the Effingham Mini Roundabout no. 2 is to be delivered.
- 2.7. The Owner covenants not to Occupy more than 499 Residential Units until the Effingham Mini Roundabout no 2 or Bus Stop Scheme Works as required under paragraph 2.6 has been constructed/provided to the satisfaction of the County Council.
- 2.8. By Occupation of the 500<sup>th</sup> Residential Unit the Owner shall have completed to the satisfaction of the County Council the Effingham Mini Roundabout no. 1 works unless otherwise agreed in writing with the County Council.
- 2.9. The Owner covenants not to Occupy more than 499 Residential Units until the Effingham Mini Roundabout no 1 Works as required under paragraph 1.8 has been constructed/provided to the satisfaction of the County Council unless otherwise agreed in writing with the County Council.

### **3. On site highways**

- 3.1. The County Council shall use all Reasonable Endeavours to undertake the necessary statutory orders required to divert and change the status of the on-site public rights of way as indicatively shown on the ProW Status Overlay Plan.
- 3.2. The Owner shall use Reasonable Endeavours to enter into Highways Agreement/s with the County Council for the adoption of the proposed On-site Roads.

### **4. Local Highway Network Safety and Resilience Improvements Contribution**

- 4.1. The Owner shall pay to the County Council the Local Highway Network Safety and Resilience Improvements Contribution in three equal instalments as follows:
  - 4.1.1. one third prior to Occupation of 200 Residential Units;
  - 4.1.2. one third prior to Occupation of 500 Residential Units; and
  - 4.1.3. one third prior to Occupation of 800 Residential Units.
- 4.2. The Owner covenants not to Occupy the 199<sup>th</sup> Residential Unit until it has paid to the County Council the first instalment of the Local Highway Network Safety and Resilience Improvements Contribution.

- 4.3. The Owner covenants not to Occupy the 499<sup>th</sup> Residential Unit until it has paid to the County Council the second instalment of the Local Highway Network Safety and Resilience Improvements Contribution.
- 4.4. The Owner covenants not to Occupy the 799<sup>th</sup> Residential Unit until it has paid to the County Council the third instalment of the Local Highway Network Safety and Resilience Improvements Contribution.
- 4.5. The County Council shall use the Local Highway Network Safety and Resilience Improvements Contribution for the following purposes:
  - 4.5.1. traffic management and speed reduction measures on Newark Lane, Rose Lane, the B2215 between Ripley and Send, and the A427 between the B2215 and A426;
  - 4.5.2. highway drainage improvements at Plough Lane, Ockham Road North and the Drift specifically comprising:
    - 4.5.2.1. survey work to identify and investigate defects;
    - 4.5.2.2. identifying appropriate drainage resilience works;
    - 4.5.2.3. designing, constructing and maintaining drainage improvements to meet future needs arising from the Development; and
  - 4.5.3. carriageway works to improve safety for cyclists on Potters Lane, Ripley Road, Ripley Lane and Ockham Road North comprising:
    - 4.5.3.1. survey works to identify edge of carriageway defects;
    - 4.5.3.2. designing, constructing and maintaining new edge of carriageway construction

as indicatively shown on the Highway Safety and Resilience Area Plan.

## **5. Mobility Hubs**

- 5.1. Within any Reserved Matters Application which includes the “mixed uses” (designations in the Neighbourhood Areas 1 – 3 and indicated on the Land Use Parameter Plan) the Owner shall include details of the exact location and extent of the Principal Mobility Hub and either of the Secondary Mobility Hubs as relevant.
- 5.2. The Principal Mobility Hub shall be located within the Local Centre indicated on the Design Framework Parameter Plan and the specification for the Principal Mobility Hub shall be agreed with the Borough Council in consultation with the County Council prior to the grant of the Reserved Matters Application which includes it and the Owner shall ensure that the Principal Mobility Hub is available for its intended use prior to first Occupation of the 600<sup>th</sup> Residential Unit.
- 5.3. The Owner covenants not to Occupy more than 599 Residential Units unless and until the Principal Mobility Hub is available for its intended use.
- 5.4. In Neighbourhood Area 1 and Neighbourhood Area 3 the Owner shall ensure that the Secondary Mobility Hubs are available for their intended use prior to the first Occupation of the 100<sup>th</sup> Residential Unit within the respective Neighbourhood Area.
- 5.5. The Owner covenants not to Occupy more than 100 Residential Units within the relevant Neighbourhood Area until the corresponding Secondary Mobility Hub is available for its intended use.

## **6. Access for all**

- 6.1. The Owner covenants not to Occupy any Residential Units until it has paid to the County Council the first instalment of £100,000 (one hundred thousand pounds) of the Access for All Improvements (Horsley and Effingham Junction Stations) Contribution.

- 6.2. The Owner covenants not to Occupy the 199<sup>th</sup> Residential Unit until it has paid to the County Council the second instalment of £1,300,000 (one million three hundred thousand pounds) of the Access for All Improvements (Horsley and Effingham Junction Stations) Contribution.
- 6.3. The Owner covenants not to Occupy the 499<sup>th</sup> Residential Unit until it has paid to the County Council the third instalment of £1,300,000 (one million three hundred thousand pounds) of the Access for All Improvements (Horsley and Effingham Junction Stations) Contribution.
- 6.4. The Owner covenants not to Occupy the 799<sup>th</sup> Residential Unit until it has paid to the County Council the fourth and final instalment of £1,300,000 (one million three hundred thousand pounds) of the Access for All Improvements (Horsley and Effingham Junction Stations) Contribution.
- 6.5. The County Council shall use the Access for All Improvements (Horsley and Effingham Junction Stations) Contribution for the following purposes:
  - 6.5.1. at Horsley Station: design and carrying out of works to deliver distribution network operator supply connections, new or enhanced line-crossing pedestrian bridge construction including lifts, platform alterations, lighting alterations, internal WC facilities, new access paths and bus stop;
  - 6.5.2. at Effingham Junction: design and carrying out of works to deliver distribution network operator supply connections, new or enhanced line-crossing pedestrian bridge construction including lifts, platform alterations, lighting alterations, car park alterations (including cycle parking), new station entrance, and in vicinity highway improvements.

## **7. Bus Services**

- 7.1. The Owner shall not Occupy or allow to be Occupied more than 50 Residential Units until the Bus Services have commenced and the Owner shall thereafter continue to provide or procure the provision of the Bus Services in accordance the Public Transport Strategy (or as may otherwise be agreed with the County Council) until the Bus Services Takeover Date, whereupon the Owner will be released from its obligations in this paragraph 7.
- 7.2. The Owner shall (at the Owner's cost) work with the County Council to procure, contract manage and review the Bus Services.
- 7.3. For so long as the Owner and the County Council agree that the County Council providing the Bus Services offers Best Value, then the Owner shall until the Bus Services Takeover Date pay to the County Council the reasonable costs properly incurred by the County Council for providing the Bus Services (net of fare revenue) within 14 days of the County Council issuing a valid invoice to the Owner for such costs.

## **8. Car Club**

- 8.1. The Owner covenants with the County Council:
  - 8.1.1. not to Occupy any Residential Unit until the Owner has submitted to and obtained the County Council's Approval of a Car Club Scheme;
  - 8.1.2. not Occupy any Residential Unit until the Owner has entered into an agreement with a Car Club Operator for the delivery of a Car club in accordance with the Car Club Scheme; and
  - 8.1.3. within 28 days of the first Occupation of each Residential Unit to provide the first household of that Residential Unit with a voucher for one year's free membership of the Car Club and £50 of drive time credit (subject to the person from that household redeeming the voucher satisfying the reasonable membership requirements of the Car Club as identified in the Car Club Scheme).

**9. E-Bike Scheme**

9.1. The Owner covenants with the County Council:

9.1.1. not to Occupy the 20<sup>th</sup> Residential Unit of either Neighbourhood Area 1 or Neighbourhood Area 3 until the Owner:

9.1.1.1. has submitted to and obtained the County Council's Approval of an E-Bike Scheme; and

9.1.1.2. has entered into an agreement with an E-Bike Scheme Operator.

9.1.2. not to Occupy the 600<sup>th</sup> Residential Unit until the Principal Mobility Hub has been made available for use at the Local Centre and if not already undertaken the Owner has submitted to and obtained the County Council's approval of an E-Bike Scheme and until the Owner has entered into an agreement with an E-Bike Operator.

**10. Travel Plan Monitoring Fee**

10.1. The Owner shall pay the Travel Plan Monitoring Fee to the County Council on Commencement of any Reserved Matters Area comprising Residential Units and/or commercial land-uses.

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## Part 2 – A35 Connections

### 1. Definitions

<b>"A35 Allocation Area"</b>	means the land allocated for development under policy A35 of the Guildford Local Plan Strategies and Sites (LPSS);
<b>"A35 Adjacent Land"</b>	means those areas of land forming part of the A35 Allocation Area which do not form part of the Site;
<b>"A35 Connection Land"</b>	means any area of land within the Site identified on the Access and Movement Parameter Plan as a Vehicular Connection Zone or Secondary Route Zone which shall be reserved to facilitate delivery of a Connection Road or Secondary Route Zone road respectively to either parcel to the A35 Adjacent Land;
<b>"A35 Connection Land Safeguarding Period"</b>	means the period from Implementation until the date that the Connection Road is provided to the County Council's adoptable standard;
<b>"Connection Expert Terms of Reference"</b>	means terms of reference to be agreed between the Owner and the Borough Council based upon the draft terms of reference provided at Annexure P but which shall not fetter the Borough Council's approval for the purposes of paragraph 2.6 of this Schedule AND the term 'Connection Expert' shall be construed accordingly;
<b>"Connection Road"</b>	means a road within any area identified as A35 Connection Land connecting the Sustainable Movement Corridor via other roads within the Site to the boundary of the Site with A35 Adjacent Land which is constructed to a minimum of 9 metres width contains carriageway and shared cycle / footway and which will facilitate a connection to the relevant A35 Adjacent Land in



question for pedestrian, cycle and vehicular use;

**"Highways Agreement"**

means an agreement/s made between the Owner and the County Council as highway authority (as applicable) made pursuant to section 38 and/or section 278 of the Highways Act 1980 (and any other relevant legislation) for any highway works;

**"Secondary Route Zone"**

Means the locations marked and so identified on the Access and Movement Parameter Plan to allow for future extension to the southern parcels of Neighbourhood Area 2 and thereby creation of the bus route loop;

**"Sustainable Movement Corridor"**

means the highway shown Access Movement and Parameter Plan the purpose of which is to provide access to all development parcels within the Site from the surrounding local highway network;

**"Vehicular Connection Zones"**

means the locations marked and so identified on the Access and Movement Parameter Plan for the vehicular connection link roads within these zones;

**2. Connection Roads**

- 2.1. The Owner covenants not to carry out or allow during the A35 Connection Land Safeguarding Period any building or engineering or other activities or works to take place or to be undertaken within the A35 Connection Land unless such activities or work have been previously approved in writing by the Borough Council Provided that this shall not prevent:
  - 2.1.1. the construction of the Connection Road by the Owner;
  - 2.1.2. passing over the A35 Connection Land by the Owner with or without vehicles for the purpose of undertaking the Development;
  - 2.1.3. engineering or other activities or works which form part of the Development within the A35 Connection Land which would not preclude subsequent construction of the Connection Road; or
  - 2.1.4. maintaining the A35 Connection Land in a clean and tidy condition.
- 2.2. In order to ensure the effective delivery of the Development as part of the A35 Allocation Area the Owner covenants with the Borough Council and the County Council to:

- 2.2.1. provide within relevant Reserved Matters Applications or planning applications for Phases for land in Neighbourhood Area 2 and Neighbourhood Area 3 to the south of the Sustainable Movement Corridor development layouts to ensure delivery of On-Site Roads which follow convenient alignments to form linkages to any relevant A35 Adjacent Land via a Vehicular Connection Zone or Secondary Route Zone so as to create routes to and from the Sustainable Movement Corridor; and
  - 2.2.2. ensure that these roads are designed and constructed to accommodate the Development's whole proposed amount of vehicle traffic generation from adjacent feeder roads served by those roads and (where proposed for adoption by the Owner) to satisfy the County Council's standards for adoption as public highway.
- 2.3. The Owner shall not be required to provide any Connection Road or be required to enter into any Highways Agreement to dedicate any of the A35 Connection Land in any Phase unless and until:
  - 2.3.1. the Sustainable Movement Corridor serving the area of the Reserved Matters Area Approval(s) or planning permission(s) in which the relevant Connection Road(s) is/are located and which would provide a vehicular route from that area to Wisley Lane Diversion or Old Lane or both has been constructed by the Owner in accordance with the Reserved Matters Area Approval(s) or planning permission(s) in accordance paragraph 2.2.1 above; and
  - 2.3.2. the Sustainable Movement Corridor has been constructed to the County Council's standards for adoption as public highway whether adopted by the County Council pursuant to a Highway Agreement or not; and
  - 2.3.3. Reserved Matters Area Approval(s) or other form of planning permission(s) has been granted for the part of Neighbourhood Area 2 or 3 containing the relevant Connection Road(s) and all planning conditions pertaining to the Connection Road(s) and linking of the On-Site Roads of the relevant Reserved Matters Area Approval(s) or planning permission(s) have been discharged in full; and
  - 2.3.4. one or more legally binding agreements have been entered into in respect of the relevant A35 Adjacent Land which secures for the benefit of the Owner in respect of the relevant A35 Adjacent Land a proportionate share of the costs necessary to deliver the A35 policy strategic common infrastructure requirements and/or comply with planning requirements associated with provision of strategic common infrastructure and also confirms the arrangement for the coordinated delivery of the relevant Connection Road
- 2.4. Within 28 Working Days following the satisfaction of paragraph 2.3 OR within 28 Working Days of the date of this Deed where the relevant agreement(s) have already been entered into as at the date of this Deed the Owner shall provide to the Borough Council a written statement detailing:
  - 2.4.1. the A35 policy requirements and planning requirements associated with provision of common strategic infrastructure in respect of which the Owner's legal agreement has secured a proportionate share from the relevant A35 Adjacent Land; and
  - 2.4.2. the arrangement for the coordinated delivery of the relevant Connection Road(s)
- 2.5. In the event that all the requirements of paragraphs 2.3.1 to 2.3.4 (incl.) have been satisfied then upon receipt of payment(s) pursuant to the agreement(s) in paragraph 2.4 pertaining to the share of costs for the relevant A35 Adjacent Land the Owner covenants to:
  - 2.5.1. notify the Borough Council of the payment(s) received within 14 Working Days of receipt; and
  - 2.5.2. following the payment pursuant to the legal agreement(s) in paragraph 2.3.4 to Practically Complete the relevant Connection Road(s) in accordance with the

arrangement for the coordinated delivery of the relevant Connection Road(s) and to seek adoption of the same as highway

- 2.6. In the event that paragraph 2.3.4 has not been satisfied by the date upon which paragraphs 2.3.1 to 2.3.3 (Incl.) are satisfied then the Borough Council may serve notice on the Owner requiring the Owner to refer the matter to expert determination in accordance with Connection Expert Terms of Reference which shall have been agreed previously between the Borough Council and the Owner, inviting the relevant landowner(s) of the A35 Adjacent Land to participate in such referral as appropriate, with such expert determination to be binding on the Owner (which the Owner hereby acknowledges – save in the case of manifest error) as to the contractual terms and arrangements to be offered to the relevant landowner(s) for the purpose of satisfying paragraph 2.3.4 in respect of the relevant A35 Connection Land AND within 14 Working Days following the expert's determination of those matters the Owner shall provide to the Borough Council a copy of the expert's decision
- 2.7. In the event that a determination is made by the Connection Expert pursuant to paragraph 2.6 the Owner shall within 28 days invite the owner(s) of the relevant A35 Adjacent Land to enter into a legal agreement covering the obligations set out in paragraph 2.3.4 on the commercial terms determined by the Connection Expert.
- 2.8. In the event that all the requirements of 2.3.1 to 2.3.3 have been satisfied and a legal agreement pursuant to paragraph 2.7 has been entered into then paragraph 2.5 shall apply as if paragraph 2.3.4 has been satisfied.
- 2.9. In the event that a Connection Road is constructed the Owner covenants to maintain the road until it is adopted by the County Council or transferred to the Stewardship Body/WACT whichever is sooner.
- 2.10. In the event that the relevant landowner of A35 Adjacent Land has secured reserved matters approval or planning permission for the development of their relevant A35 Adjacent Land which does not require provision of a Connection Road and that landowner has commenced their respective reserved matters approval or planning permission development then the Owner's obligations pursuant to this Part 2 of Schedule 3 will cease with immediate effect in respect of the relevant A35 Adjacent Land.

**SCHEDULE 4**  
**Education**

**Part 1 – Primary School**

**1. Definitions**

- “Expansion Works”** means the building works to expand the Primary School and Nursery to accommodate three forms of entry;
- “Primary School and Nursery”** means the two form entry school (unless otherwise agreed in writing with the Councils) and provision of a nursery for two classes of early years provision (which for the avoidance of doubt shall be within the same building) to be constructed on the Primary School and Nursery Site;
- “Primary School and Nursery Specification”** means the detailed specification necessary for 420 pupils creating 14 (fourteen) classes of up to 30 (thirty) children in each class and which shall as a minimum accord with DfE/EFA Baseline Design guidelines for a similar sized primary school in relation to the internal school building areas and with Building Bulletin 103 with respect to internal and external areas or such higher standards as may be agreed between the County Council and the Owner and shall include provision for handover;
- “Primary School and Nursery Specification Notice”** means a notice served by the Owner on the County Council in accordance with paragraph 2.3 of this Schedule whereby the Owner shall indicate its intention to construct the Primary School and Nursery in accordance with the proposed Primary School and Nursery Specification submitted pursuant to paragraph 2 of this Schedule;
- “Primary School and Nursery Site”** means the site to be made available for the provision of a new two form entry primary school and two class nursery, such site to be not less than 1.9 hectares in area as indicatively shown on the Land Use Parameter Plan shaded blue and including so much of the land shaded blue and hatched green (being external areas to be used by the Primary School and Nursery for external activities ) as may be agreed between the Owner and the County Council following consultation with the Borough Council as necessary to support the Primary School and Nursery;
- “Primary School and Nursery Site Transfer Terms”** means terms for the Primary and Nursery School Site generally in accordance with but not limited to the following:
- 1) the transfer shall be for a nominal consideration of One pound
  - 2) all such rights and easements whatsoever as are reasonably required to facilitate the use of the land transferred for the purpose for which it is being transferred;

- 3) a covenant by the County Council restricting the use of the land transferred for the purposes of a Primary School and Nursery with associated external activities land and for no other use whatsoever and ensuring that impacts from the development of the Primary School and Nursery Site transferred land on the Development are minimised;
- 4) a covenant by the County Council to enter into (or procure that a third party enters into) a community use agreement with the Stewardship Body/WACT which secures public use of the external areas of the Primary School and Nursery Site (and associated parts of any building) on such terms and conditions that do not impact the use of the school site during the school opening times; or such other terms as the parties may agree acting reasonably;

**“Reserved Land”**

means part of the area shown shaded blue and hatched orange on the Land Use Parameter Plan for the purposes of increasing the size of the Primary School and Nursery Site by an additional form of entry which part of the area shaded blue and hatched orange shall be adjacent to the Primary School and Nursery Site the exact quantum and location to be agreed between the Owner and the County Council in writing;

**“Reserved Land Primary School Notice”**

means a notice to be served by the County Council on the Owner confirming the updated school place planning projections arising from the Updated Housing Mix previously provided by the Owner, the purpose of the Notice being to confirm any increased pupil yield from the Development and as a result that the Reserved Land is required to facilitate the Expansion Works to a three form entry primary school, on the basis that the Reserved Land is to be only used for a physical building or for an ancillary use which supports the expansion on the Primary School and Nursery Site;

**“Reserved Land Specification”**

means the specification and plans for the Expansion Works including the programme for submitting an application for Reserved Matters Area Approval or planning permission for the Expansion Works the subsequent Commencement once said approval is granted and the Practical Completion of the Expansion Works and the arrangements for the undertaking of and payment for the Expansion Works;

**“Reserved Land Transfer Terms”**

means for the Reserved Land terms generally in accordance with but not limited to the following:

- 1) the transfer shall be for a nominal consideration of £1.00 (one pound);
- 2) all such rights and easements whatsoever as are reasonably required to facilitate the use of the land transferred for the purpose for which it is being transferred;

- 3) a covenant by the County Council to comply with such construction protocols as the Owner may reasonably require;
- 4) a covenant by the County Council restricting the use of the land transferred for the purpose of constructing a building on the land for the expansion of the primary school to a three form of entry and for no other use whatsoever and ensuring that impact from the development of the transferred land on the Development are minimised;
- 5) and subject to a requirement that the County Council shall transfer the Reserved Land back to the person that transferred such land to the County Council (free from encumbrances) for the same value and consideration if:
  - a) by a date falling 10 years after any transfer of the Reserved Land the County Council has not commenced the construction of the expansion to the Primary School or entered into a contract for the construction of the expansion of the Primary School; or
  - b) the County Council determines that it does not require the Reserved Land;or such other terms as the parties may agree acting reasonably;

**"Updated Housing Mix"**

Information which includes the details of the housing mix already approved pursuant to Reserved Matters Area Approvals and the proposed housing mix on the remainder of the Development where Reserved Matters Area Approvals have not yet been granted;

**2. Primary School and Nursery Site**

- 2.1. The Owner covenants to agree with the County Council in writing the location of, the proposed position and accesses to, the Primary School and Nursery Site and the Reserved Land on or before the Occupation of the Development following a 28 day consultation period with the Borough Council.
- 2.2. The Owner shall submit the Primary School and Nursery Specification to the County Council for approval prior to first Occupation of the 40<sup>th</sup> Residential Unit within the Development.
- 2.3. In the event the County Council has not responded to the Primary School and Nursery Specification indicating what changes are reasonably required to the proposed Primary School and Nursery Specification or approved the Primary School and Nursery Specification within a period of 6 (six) months from the date when the Owner has submitted it to the County Council, the Owner may serve the Primary School and Nursery Specification Notice upon the County Council AND following which notice the Owner may treat the proposed Primary School and Nursery Specification as approved by the County Council.
- 2.4. Following the agreement with the County Council under paragraph 2.1 of the Primary School and Nursery Site and approval (or deemed approval) of the Primary School and Nursery Specification under paragraph 2.3 the Owner shall submit an application for planning permission or reserved matters approval for the Primary School and Nursery prior to first Occupation of the 150<sup>th</sup> Residential Unit within the Development.

- 2.5. The Owner shall construct the Primary School and Nursery on the Primary School and Nursery Site in accordance with the Primary School and Nursery Specification whether approved or deemed approved under paragraph 2.3.
- 2.6. The Owner shall not Occupy more than 600 Residential Units within the Development until it has constructed the Primary School and Nursery and shall not Occupy more than 650 Residential Units until the Owner has transferred the Primary School and Nursery Site pursuant to the Primary School and Nursery Site Transfer Terms to the County Council prior to the start of the next academic year.

### **3. Reserved Land**

- 3.1. The Owner shall safeguard the Reserved Land as agreed under the provisions of paragraph 2.1 until either the County Council completes the transfer of the Reserved Land or fails to serve a Reserved Land Primary School Notice pursuant to paragraph 3.3.
- 3.2. The Owner shall submit to the County Council the Updated Housing Mix within 7 Working Days of (as applicable) the approval of Reserved Matters of each Reserved Matters Area or each area the subject of a planning permission which includes Residential Units.
- 3.3. The County Council shall have a period of 4 (four) months from the date upon which the Owner serves the Updated Housing Mix upon the County Council to serve the Reserved Land Primary School Notice.
- 3.4. Within 9 (nine) months of service of the Reserved Land Primary School Notice the County Council shall submit for approval by the Owner the Reserved Land Specification.
- 3.5. The County Council shall have a period of 6 (six) months from Commencement of the Expansion Works to complete the transfer of the Reserved Land on the Reserved Land Transfer Terms if the transfer has not already been completed prior to Commencement of the Expansion Works as otherwise agreed in writing and for the avoidance of doubt a license may be granted as required for early access to complete the Expansion Works.
- 3.6. If the County Council fails to serve the Reserved Land Primary School Notice in accordance with paragraph 3.3 or the transfer of the Reserved Land on the Reserved Land Transfer Terms has not been completed in accordance with paragraph 3.5 then the provisions of this Schedule shall no longer bind the Reserved Land and the Reserved Land shall be released from the obligations of this Schedule AND FOR THE AVOIDANCE OF DOUBT the Reserved Land shall be released from the obligations in this Schedule upon the transfer completing in accordance with paragraph 3.5.

## Part 2 - Nursery Provision

### 1. Definitions

- “Early Years Contribution”** means a contribution of £228,455.00 (Index Linked) for the provision of 17 additional early years places yielded from the Development (or such revised figure as has been calculated by the County Council following the submission of the Updated Housing Mix by the Owner) which would be applied to a project to expand the early years provision either within or close to the Development;
- “Privately Maintained Nursery”** means a nursery facility including associated outdoor space to be transferred to and operated by a private nursery provider;
- “Privately Maintained Nursery Scheme Notice”** means a notice served by the Owner on the County Council in accordance with paragraph 4 of this part of the Schedule whereby the Owner shall indicate its intention to construct the Privately Maintained Nursery in accordance with the proposed Privately Maintained Nursery Scheme submitted pursuant to paragraph 3 of this Schedule;
- “Privately Maintained Nursery Site”** means the area of land to be made available within the Site as indicatively shown on Land Use Parameter Plan for the provision of the Privately Maintained Nursery;
- “Privately Maintained Nursery Transfer Terms”** means such terms for the transfer or lease of the Privately Maintained Nursery Site as the Owner and the Borough Council and the County Council may agree acting reasonably;
- “Privately Maintained Nursery Scheme”** means a scheme to be agreed with the Borough Council and the County Council (as may be amended by the Owner in agreement with the Borough Council and County Council from time to time) which shall include but not be restricted to:
- 1) the location of the Privately Maintained Nursery within the Site;
  - 2) details of the marketing to be undertaken for the purpose of securing a private nursery provider, having first sought the County Council’s advice as to the local providers that may be willing to occupy and manage the Privately Maintained Nursery, such marketing period to be no longer than 12 months;
  - 3) the building specification for the Privately Maintained Nursery;
  - 4) the timetable for submitting an application for reserved matters approval or planning permission for the Privately Maintained Nursery and the



- subsequent construction and delivery of the Privately Maintained Nursery;
- 5) the Privately Maintained Nursery Transfer Terms;

## **2. Privately Maintained Nursery**

- 2.1. The Owner covenants not to Occupy more than 850 Residential Units within the Development until submitting to the County Council and the Borough Council a request for confirmation in writing whether or not the Privately Maintained Nursery is required for the Development should the Owner have not already been contacted by the County Council to confirm that the Privately Maintained Nursery was required.
- 2.2. The County Council shall confirm in writing within 3 (three) months of service of the written request in accordance with paragraph 1 above whether or not the Privately Maintained Nursery is required within the Development and giving the reasons should it confirm that there is such a requirement.
- 2.3. Where the County Council confirms that the Privately Maintained Nursery is required in accordance with paragraph 2.2, the Owner shall submit the Privately Maintained Nursery Scheme to the County Council for approval prior to the first Occupation of the 1000<sup>th</sup> Residential Unit within the Development and subject to paragraphs 2.4, 2.5 and 2.6 below, covenants not to Occupy more than 1000 Residential Units until the Privately Maintained Nursery Scheme has been agreed with the County Council in writing.
- 2.4. In the event the County Council has not approved the Privately Maintained Nursery Scheme within a period of 6 (six) months from the date when the Owner has submitted it to the County Council, the Owner may serve the Privately Maintained Nursery Scheme Notice on the County Council.
- 2.5. In the event that the County Council has not responded to the Privately Maintained Nursery Scheme Notice indicating what changes are reasonably required to the proposed Privately Maintained Nursery Scheme within 3 (three) months of receipt of the Privately Maintained Nursery Scheme Notice, the Owner may treat its proposed Privately Maintained Nursery Scheme as approved by the County Council.
- 2.6. In the event that the County Council does respond to the Privately Maintained Nursery Scheme Notice indicating what changes (acting reasonably) are required to the Privately Maintained Nursery Scheme, the Owner shall not Occupy more than 1000 Residential Units within the Development until it has made such changes to the proposed Privately Maintained Nursery Scheme, unless otherwise agreed with the County Council in writing
- 2.7. The Owner covenants to comply with the Privately Maintained Nursery Scheme once agreed and approved by the County Council (unless otherwise agreed in writing with the County Council).
- 2.8. In the event that either the County Council confirms in writing in accordance with paragraph 2 that the Privately Maintained Nursery is not required on the Site or if the County Council fails to respond in accordance with paragraph 2 or the Owner confirms in writing to the County Council that a private nursery provider cannot be secured by the Owner (having used Reasonable Endeavours for the time period set out in the Privately Maintained Nursery Scheme) then the Owner shall pay the Early Years Contribution within 30 Working Days of the written notice from the County Council in accordance with paragraph 2 or upon the expiry of the period referred to within paragraph 2.2 where the County Council hasn't responded or the notice to the County Council that a private nursery provider cannot be secured (as the case may be) and upon payment the Owner shall be released from the obligations to provide a Privately Maintained Nursery upon the Site in accordance with Part 2 of this Schedule.

### Part 3 - Secondary Education Contribution

#### 1. Definitions

- “Secondary Education Contribution”** means the sum calculated in accordance with the Secondary Education Contribution Calculation payable to the County Council for the provision of secondary education at one or more of the existing secondary schools that are situated in the Guildford, Elmbridge, Mole Valley or Woking areas;
- “Secondary Education Contribution Calculation”** means the calculation based on the County Council’s standard calculation formula that is in place at the time that each Updated Housing Mix is provided by the Owner to the County Council;

#### 2. Secondary Education Contribution

- 2.1. The Owner covenants to provide the County Council with the Updated Housing Mix within 7 Working Days of the grant of the final Reserved Matters Area Approval or planning permission which contains Residential Units for each of the Neighbourhood Areas 1, 2 and 3 in order that the County Council can provide the Owner with the Secondary Education Contribution figure for Neighbourhood Areas 1, 2 and 3 as relevant based on the Secondary Education Contribution Calculation at that time and the Owner covenants to pay the Secondary Education Contribution in respect of the Neighbourhood Areas as follows;
- 2.1.1. 33% of the Secondary Education Contribution prior to the first Occupation of the 575<sup>th</sup> Residential Unit;
- 2.1.2. 33% of the Secondary Education Contribution prior to the first Occupation of the 1150<sup>th</sup> Residential Unit; and
- 2.1.3. 34% of the Secondary Education Contribution prior to the first Occupation of the 1725<sup>th</sup> Residential Unit;

## SCHEDULE 5

### Healthcare

#### 1. Definitions

- “Healthcare Facility”** means a facility of not less than 500 (five hundred) sqm GIA providing health care services to serve the needs of the Development to be constructed in accordance with the Healthcare Facility Specification at the Healthcare Facility Site;
- “Healthcare Facility Contribution”** means a contribution in the sum of £2,149,986 (two million one hundred and forty-nine thousand nine hundred and eighty-six pounds) Index Linked and which figure shall be adjusted by a reconciliation in line with the final approved Residential Unit mix following the grant of the final Reserved Matters Area Approval or grant of planning permission for the Development and which shall be used by the Integrated Care Board towards the provision of primary healthcare facilities / services at one or more of the existing healthcare practices or primary care networks in the locality of the Site being:
- 1) Villages Medical Centre;
  - 2) Cobham Health Centre;
  - 3) Horsley Medical Practice;
  - 4) Parishes Bridge Medical Practice;
  - 5) Madeira Medical;
  - 6) Wey Family Practice;
  - 7) WB Primary Care Network;
  - 8) Guildford East Primary Care Network; or
  - 9) Leatherhead Primary Care Network
- or any successor facility providing services in the same geographical area;
- “Healthcare Facility Design”** means the location extent and general arrangement of the Healthcare Facility within the Healthcare Facility Site together with the location and size of the following facilities within close proximity to the Healthcare Facility Site:
- 1) one off road reserved parking bay; and
  - 2) ambulance turning point/patient transport drop-off for non-ambulatory patients;
- all shown at a level of detail sufficient but not excessive for an application for approval of Reserved Matters or grant of planning permission;
- “Healthcare Facility Lease”** means a lease of the Healthcare Facility between the Stewardship Body/WACT and the Integrated Care Board (or its chosen healthcare provider) the terms of which are in line with market terms for similar leases for Integrated Care Board healthcare facilities of a similar

size at the time at which the lease is entered into but which shall include the following terms:

- 1) no rent shall be payable other than the annual rent which shall be a peppercorn rent;
- 2) there shall be no premium for the grant of the Lease;
- 3) the lease shall be for a term of 30 (thirty) years with a tenant-only break on the fifth anniversary of the term and every fifth year thereafter;
- 4) on service charges terms being either:
  - a) a service charge and facilities costs requiring the tenant to reimburse the landlord a fair and reasonable proportion of the costs of providing (and/or of a superior landlord providing) services for the benefit of the Community Building; or
  - b) such alternative agreement as to service charge and associated matters as has been agreed by the Parties;
- 5) the lease will be on effective internal repairing and insuring terms (IRI);
- 6) the Lease shall grant rights to park not less than one (1) vehicle for use by on-call staff within close proximity to the demised premises, along with rights to use not less than six (6) car parking spaces within the Local Centre Public Realm and additional rights for patient access car parking within the Local Centre Public Realm in such number to be agreed between the parties acting reasonably;

for the avoidance of doubt, the Lease shall be excluded from the security of tenure provisions in ss.24 to 28 of the Landlord and Tenant Act 1954;

**“Healthcare Facility Site”**

means the area of the Development within the Local Centre as indicatively shown on the Land Use Parameter Plan to be made available for the provision of the Healthcare Facility and which shall include the following amenities within close proximity to the Healthcare Facility Site:

- 1) one off road reserved parking bay; and
- 2) ambulance turning point/patient transport drop-off for non-ambulatory patients;

the exact location of each of which is to be agreed with the Borough Council and Integrated Care Board via the grant of approval of Reserved Matters or grant of planning permission which includes the Healthcare Facility Design and for the avoidance of doubt the Healthcare Facility shall be located within or adjacent to the Community Building;

**“Healthcare Facility Specification”**

means the standard construction specification for the delivery of a standalone medical facility of the size of

the Healthcare Facility to be constructed on the Healthcare Facility Site, in accordance with the approved Healthcare Facility Design which is to be agreed between the Owner and the Integrated Care Board both acting reasonably so as to enable the Healthcare Facility to be capable of delivering healthcare to the Development. This shall more specifically be in compliance with relevant Integrated Care Board design criteria at the point in time when the specification is agreed between the Integrated Care Board and the Owner and shall be of a design that meets Health Building Code standards such that all interior spaces, surfaces and fixtures are provided to infection control standards and, (unless expressed otherwise by the Integrated Care Board) include:

- 1) clinical space to be provided on the ground floor and if the facility is two storeys only the administration space to be provided on the first floor with a lift or other disabled access;
- 2) connection to the Energy Centre network for heating and hot water supply;
- 3) the supply and installation of all fixtures and fittings comprising NHS Group 1 Items;
- 4) receipt and fit-out or placement of NHS Group 2 Items including ensuring any necessary liaison and appointment of specialist contractors (where necessary);

and for the avoidance of doubt NHS Group 3 items shall not fall within the specification save for ensuring incorporation of these fixtures into the design of the Healthcare Facility as directed by the Integrated Care Board;

**“Integrated Care Board”**

means the NHS Surrey Heartlands Integrated Care Board (or such other partner chosen by the NHS);

**“NHS Group 1 Items”**

means items (including terminal outlets) which are supplied and fixed within the terms of the building contract comprising all fixed equipment including but not limited to shelving, worktops, storage cupboards, and fixed seating, all services and specific diagnostics equipment requested by the Integrated Care Board for specific clinical requirements;

**“NHS Group 2 Items”**

means items specified in the building contract which have specific requirements with regard to space and/or building construction and/or engineering services and are fixed within the terms of the building contract but supplied by the intended user of the Healthcare Facility under arrangements separate from the building contract including but not limited to paper towel/soap dispensers, notice boards, white boards, clocks, and specialist

equipment where an installation or associated 'fit-out' is required;

**“NHS Group 3 Items”**

means (loose) equipment to be supplied and be brought into the building by the Integrated Care Board or its nominated providers including but not limited to chairs, trolleys, computers, desks and disposables following Practical Completion of the Healthcare Facility;

**“Smaller Healthcare Facility”**

means a facility providing a range of health care services to be decided by the Integrated Care Board to serve the needs of the Development which is less than 500 (five hundred) sqm GIA and which is to be provided on the same terms as the Healthcare Facility Specification and the Healthcare Facility Lease subject to necessary amendments agreed pursuant to paragraph 3.7 of this Schedule;

**“Reduced Healthcare Facility Contribution”**

means a sum to be paid to the Borough Council to be used towards the same purposes as the Healthcare Facility Contribution which shall be calculated as follows: the Healthcare Facility Contribution minus the costs of constructing the Smaller Healthcare Facility as agreed pursuant to paragraph 3.7 of this Schedule;

**2. Notification**

2.1. The Owner shall notify the Borough Council and the Integrated Care Board within 5 (five) Working Days upon the Occupation of:

2.1.1. the 1<sup>st</sup> (first), 100<sup>th</sup> (one hundredth), 200<sup>th</sup> (two hundredth) and the 240<sup>th</sup> (two hundred and fortieth), Residential Unit requesting that the Integrated Care Board notify the Owner as to which of the options set out in paragraph 3.1.1 – 3.1.3 below it requires the Owner to provide; and

2.1.2. 950<sup>th</sup> (nine hundred and fiftieth) and 1000<sup>th</sup> (one thousandth) Residential Unit.

**3. Healthcare Facility, Healthcare Facility Contribution, Smaller Healthcare Facility**

3.1. Subject to paragraph 3 below, the Owner and the Borough Council agree that on or before Occupation of the 240<sup>th</sup> (two hundred and fortieth) Residential Unit or within 30 Working Days of the date of any notice served pursuant to paragraph 2.1.1 of this Schedule advising the Integrated Care Board of the Occupation of the 240<sup>th</sup> Residential Unit whichever is the later (or by such longer date as has been agreed by the Owner and the Integrated Care Board in writing), the Integrated Care Board may notify the Borough Council and the Owner as to whether it requires the Owner to:

3.1.1. provide the Healthcare Facility;

3.1.2. pay to the Borough Council the Healthcare Facility Contribution; or

3.1.3. provide the Smaller Healthcare Facility and pay the Reduced Healthcare Facility Contribution.

3.2. In the event that the Integrated Care Board has not notified the Owner and the Borough Council pursuant to paragraph 3 within 30 Working Days of the date of any notice served pursuant to

paragraph 2.1.1 of this Schedule advising the Integrated Care Board of the Occupation of the 240<sup>th</sup> Residential Unit (or by such longer date as has been agreed by the Owner and the Integrated Care Board in writing) the Owner shall pay to the Borough Council the Healthcare Facility Contribution in the following instalments:

- 3.2.1. 80% (eighty per cent) of the Healthcare Facility Contribution shall be paid within 50 (fifty) Working Days of Occupation of the 240<sup>th</sup> (two hundred and fortieth) Residential Unit; and
  - 3.2.2. the remaining 20% (twenty per cent) of the Healthcare Facility Contribution within 30 (thirty) Working Days of the grant of the final Reserved Matters Area Approval or grant of planning permission for the Development which includes Residential Units or such longer period as is required (to be agreed in writing by the Integrated Care Board) for such payment to be made following a subsequent reconciliation of the Healthcare Facility Contribution to be made by the Integrated Care Board based on the final number of Residential Units within the Development.
- 3.3. In the event that the Integrated Care Board notifies the Owner and the Borough Council pursuant to paragraph 3.1.1 of this Schedule, the Owner shall use Reasonable Endeavours to agree:
- 3.3.1. the Healthcare Facility Design with the Borough Council in consultation with the Integrated Care Board on or before the submission of any Reserved Matters or planning application containing the Healthcare Facility; and
  - 3.3.2. the terms of the Healthcare Facility Specification and Healthcare Facility Lease with the Integrated Care Board prior to the Commencement of Development of the Community Building (or the Healthcare Facility if to be provided adjacent to the Community Building) (or by such longer date as has been agreed by the Borough Council in writing).
- 3.4. Throughout the discussions under paragraphs 3.3.1 – 3.1.2 of this Schedule, the Owner shall:
- 3.4.1. provide the Borough Council with updates not less than once every 3 (three) months as to the steps it is taking to comply with paragraph 3.3 of this Schedule and the progress of such negotiations with the Integrated Care Board; and
  - 3.4.2. comply with any reasonable and proportionate requests from the Borough Council as to further steps to be taken in order to agree the matters referred to under paragraph 3.3 of this Schedule.
- 3.5. In the event that the Integrated Care Board notifies the Owner and the Borough Council pursuant to paragraph 3.1.1 of this Schedule, the Owner shall construct the Healthcare Facility in accordance with the agreed Healthcare Facility Design and Healthcare Facility Specification at its own cost on or before the Occupation of 1,000 (one thousand) Residential Units and shall not Occupy or permit Occupation of more than 999 (nine hundred and ninety-nine) Residential Units unless and until it has complied with this paragraph 3.5.
- 3.6. In the event that the Integrated Care Board notifies the Owner and the Borough Council pursuant to paragraph 3.1.2 of this Schedule, the Owner shall pay the Healthcare Facility Contribution to the Borough Council in the following instalments:
- 3.6.1. 80% (eighty per cent) of the Healthcare Facility Contribution shall be paid within 50 (fifty) Working Days of Occupation of the 240<sup>th</sup> (two hundred and fortieth) Residential Unit; and
  - 3.6.2. the remaining 20% (twenty per cent) of the Healthcare Facility Contribution within 30 (thirty) Working Days of the final Reserved Matters Approval or the grant of planning permission for the Development which includes Residential Units or such longer period as is required (to be agreed in writing by the Integrated Care Board) for such payment

to be made following a subsequent reconciliation of the Healthcare Facility Contribution to be made by the Integrated Care Board based on the final number of Residential Units within the Development.

3.7. In the event that the Integrated Care Board notifies the Owner and the Borough Council pursuant to paragraph 3.1.3 of this Schedule, the Owner shall:

3.7.1. use Reasonable Endeavours to agree:

3.7.1.1. the details of the location extent and layout of the Smaller Healthcare Facility either within or adjacent to the Community Building on the Healthcare Facility Site with the Borough Council in consultation with the Integrated Care Board on or before the submission of any application for Reserved Matters or planning permission containing the Smaller Healthcare Facility; and

3.7.1.2. the Healthcare Facility Specification and the terms of the Healthcare Facility Lease with the Integrated Care Board (with such changes as are required to reflect the fact that the Smaller Healthcare Facility will be provided) provided that the Owner shall not be required to agree a Healthcare Facility Specification that would result in an overall cost for the Smaller Healthcare Facility that exceeds the Healthcare Facility Contribution;

3.7.1.3. the estimated costs of delivery of the Smaller Healthcare Facility with the Borough Council in consultation with the Integrated Care Board in the context of the Healthcare Facility Specification agreed under paragraph 3.7.1.2; and

3.7.1.4. the Reduced Healthcare Facility Contribution taking account of the figure in 3.7.1.3

on or before the Commencement of the Community Building including the Smaller Healthcare Facility or the Smaller Healthcare Facility if adjacent to the Community Building (or by such longer date as has been agreed by the Borough Council in writing);

3.7.2. comply with the requirements of paragraph 3.4 during discussions under paragraph 3.7.1;

3.7.3. construct the Smaller Healthcare Facility on the Healthcare Facility Site in accordance with the approved reserved matters or planning permission incorporating the Healthcare Facility at its own cost in accordance with the agreed Healthcare Facility Specification pursuant to paragraph 3.7.1.2 on or before the Occupation of 1000 (one thousand) Residential Units and shall not Occupy or permit Occupation of more than 999 (nine hundred and ninety-nine) Residential Units unless and until it has complied with this paragraph 3.7.3;

3.7.4. pay to the Borough Council the Reduced Healthcare Facility Contribution in the following instalments:

3.7.4.1. 80% (eighty per cent) of the Reduced Healthcare Facility Contribution shall be paid within 30 (thirty) Working Days of agreement pursuant to 3.7.1.4; and

3.7.4.2. the remaining 20% (twenty per cent) of the Reduced Healthcare Facility Contribution within 30 (thirty) Working Days of the final Reserved Matters Approval or planning permission for the Development which includes Residential Units or such longer period as is required (to be agreed in writing by the Integrated Care Board) for such payment to be made



following a subsequent reconciliation of the Healthcare Facility Contribution to be made by the Integrated Care Board based on the final number of Residential Units within the Development..

- 3.8. Upon payment of the Healthcare Facility Contribution in accordance with paragraph 3.6 or 3.7.4 the Healthcare Facility Site shall thereafter be released from the obligations contained within this Schedule and the Owner shall no longer be required to deliver the Healthcare Facility Site and/or the Healthcare Facility or the Smaller Healthcare Facility.
- 3.9. Subject to paragraph 3.10, the Owner will continue to retain, reserve, and safeguard the Healthcare Facility Site for the purpose of constructing the Healthcare Facility or the Smaller Healthcare Facility until the earliest of the following events occur:
  - 3.9.1. Practical Completion of the Healthcare Facility or the Smaller Healthcare Facility; or
  - 3.9.2. Payment of the Healthcare Facility Contribution.
- 3.10. Paragraphs 3.1 to 3.9 shall not prevent the use of the Healthcare Facility Site for other temporary uses prior to the construction of the Healthcare Facility or the Smaller Healthcare Facility pursuant to the provisions of this Schedule.
- 3.11. Following the final Reserved Matters Area Approval or grant of planning permission for the Development which includes Residential Units and the calculation of the amount of the Healthcare Facility Contribution or the Reduced Healthcare Facility Contribution to be paid, the Owner acknowledges that the Integrated Care Board or Borough Council shall not be required to repay any part of the Healthcare Facility Contribution or the Reduced Healthcare Facility Contribution which has already been paid by the Owner pursuant to paragraph 3.6 or 3.7.4 this Schedule.
- 3.12. Where in the course of negotiations pursuant to paragraph 3.3 or 3.7 of this Schedule the Owner and the Integrated Care Board are unable to agree the terms of the Healthcare Facility Specification and/or Healthcare Facility Lease within nine (9) months of the date of the notice by the Integrated Care Board pursuant to paragraph 3.4.1 as notified to the Borough Council by the Owner pursuant to paragraph 3.4.1 then the Borough Council on receipt of a notice from the Owner under paragraph 3.4.1 may serve notice on the Owner within ten (10) Working Days requiring the Owner to refer the matter to expert determination inviting the Integrated Care Board to participate in such referral as appropriate, with such determination to be binding on the Owner (which the Owner hereby acknowledges – save in the case of manifest error) in respect of the terms of the Healthcare Facility Specification/ Healthcare Facility Lease to be offered to the Integrated Care Board.
- 3.13. Prior to referring the matter to expert determination the Owner shall provide to the Borough Council for prior written approval its proposed submission to the expert including the timeframe for a determination by the expert and details of the proposed expert and shall agree an alternative submission and or expert with the Borough Council where the Borough Council notifies the Owner within ten (10) Working Days that it considers this reasonably necessary.
- 3.14. Within 7 days following the expert's determination of those matters the Owner shall provide to the Borough Council and the Integrated Care Board a copy of the expert's decision.
- 3.15. Promptly on receipt of the expert's decision, the Owner shall seek the Integrated Care Board's agreement to the Healthcare Facility Specification/ Healthcare Facility Lease on terms consistent with the expert's decision referred to in paragraph 3.12 above.
- 3.16. Where, within 6 months of the Owner having first made an attempt to agree the Healthcare Facility Specification and/or Healthcare Facility Lease with the Integrated Care Board pursuant to paragraph 3.15 following expert determination, the Owner and the Integrated Care Board are still unable to agree the terms of the Healthcare Facility Specification and/or Healthcare Facility Lease

then the Owner shall be entitled instead of providing the Healthcare Facility or Smaller Healthcare Facility (as relevant) to pay the Healthcare Contribution in the following instalments:

- 3.16.1. 80% (eighty per cent) of the Healthcare Facility Contribution within 10 (ten) Working Days of the later of (i) the 6 month period referred to in paragraph 3.16 elapsing and (ii) the Occupation of the 240<sup>th</sup> Residential Unit; and
- 3.16.2. the remaining 20% (twenty per cent) of the Healthcare Facility Contribution within 30 (thirty) Working Days of the grant of the final Reserved Matters Approval or grant of Planning Permission for the Development which includes Residential Units or such longer period as is required (to be agreed in writing by the Integrated Care Board) for such payment to be made following a subsequent reconciliation of the Healthcare Facility Contribution to be made by the Integrated Care Board based on the final number of Residential Units within the Development.

and for the avoidance of doubt where paragraph 3.16 applies, paragraph 3.7.4 relating to the payment of the Reduced Healthcare Contribution shall cease to apply.

DRAFT

**SCHEDULE 6**  
**Housing**

**Part 1 - Affordable Housing**

**1. Definitions**

- “Additional First Homes Contribution”** means in circumstances where a sale of a First Home Unit other than as a First Home has taken place in accordance with paragraphs 9.8 or 9.9 and 8.3 of this Schedule, the lower of the following two amounts:
- 1) 30% of the proceeds of sale; and
  - 2) the proceeds of sale less the amount due and outstanding to any Chargee of the relevant First Home Unit under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Chargee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home Unit,
- and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the Disposal of the First Home other than as a First Home;
- “Administrative Fee”**
- 1) means the fee of £300 (three hundred pounds) Index Linked for;
  - 2) the Borough Council to review evidence provided to the Borough Council under paragraph 9.4.1 and provide the Compliance Certificate;
  - 3) the Borough Council to issue any Confirmation Notice;
  - 4) the Borough Council to provide a completed application under paragraphs 9.4.1 and 9.11.1;
- "Affordable Housing"** means housing provided to Eligible Households whose needs are not met by the market and which housing should
- 1) meet the needs of Eligible Households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and as applicable regarding any low cost rented Residential Units in accordance with the Borough Council's Allocation Scheme; and
  - 2) include provision for the home to remain at an affordable price for future Eligible Households or, if those restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
- “Affordable Housing Land”** means the area or areas of the Site identified under the Affordable Housing Plan (Reserved Matters Area) as the area/s to be transferred to an Affordable Housing Provider who will then construct the Affordable Housing Units;

**“Affordable Housing Monitoring Information”**

means to the extent that the information is available, the following monitoring reporting information:-

- 1) as at the date of the submission of each Affordable Housing Plan (Reserved Matters Area) the number of Practically Completed Affordable Housing Units versus Practically Completed Open Market Units for the Development to that date, such information provided in terms of:-
  - a) actual numbers;
  - b) as percentages of the number of Residential Units for the overall Development;
  - c) as percentages of the number of Residential Units for the Development within each previous Reserved Matters Area;
  - d) the two year rolling averages of these figures for (a) the Development as a whole to that date; and (b) within the relevant Reserved Matters Area, as applicable;
- 2) as at the date of submission of each Affordable Housing Plan (Reserved Matters Area), the number of Practically Completed Affordable Housing Units by way of the individual tenure type and size of such Practically Completed Affordable Housing Units for the Development to that date (to compare with the Affordable Housing Tenure Split and Mix in respect of such Practically Completed Affordable Housing Units), such information provided in terms of:-
  - a) actual numbers;
  - b) as percentages; being (a) the number of each tenure type and size of the Affordable Housing Units as a percentage of the total number of Residential Units for the Development as a whole to that date; and (b) the number of each tenure type and size of the Affordable Housing Units as a percentage of the total number of Residential Units within each previous Reserved Matters Area;
  - c) the two year rolling averages of these figures for (a) the Development as a whole to that date; and (b) within the relevant Reserved Matters Area, as applicable;
- 3) as at the date of submission of each Reserved Matters Application a running total of the number of Affordable Housing Units approved under the preceding Reserved Matters Area Approval/s for each Neighbourhood Area by way of the individual tenure type and size of Affordable Housing Units to that date (to compare with the Affordable Housing Tenure Split and Mix in respect of such Affordable Housing Units), such information provided in terms of:-
  - a) actual numbers;
  - b) as percentages; being (a) the number of each tenure type and size of the Affordable Housing Units as a percentage of the total number of Residential Units for each Neighbourhood Area/ Neighbourhood Areas as a whole to that date; and (b) the number of each tenure type and size of the Affordable Housing Units as a percentage of the total number of Residential Units within each previous Neighbourhood Area/ Neighbourhood Areas;

**"Affordable Housing Plan (Reserved Matters Area)"**

c) the two year rolling averages of these figures for (a) each Neighbourhood Area/ Neighbourhood Areas; as a whole to that date; and (b) within the relevant Neighbourhood Area/ Neighbourhood Areas as applicable;

means a plan which specifies, in relation to the relevant Reserved Matters Area details in accordance with the relevant Affordable Housing Scheme (Neighbourhood Area) including:

- 1) the number of Affordable Housing Units which shall be constructed within that Reserved Matters Area;
  - 2) the type and tenure and size mix of each of the Affordable Housing Units to be provided identifying which are to be provided as Affordable Rented Housing/Social Rented Housing, First Homes and as Intermediate Housing in compliance with the Affordable Housing Tenure Split and the Mix;
  - 3) the construction standards of the Affordable Housing Units and how in compliance with the Affordable Housing Tenure Split and Mix the proposed design and construction of the Affordable Housing will ensure that the same is materially indistinguishable (in terms of outward design and appearance) from the Market Housing Units of similar size within the Development;
  - 4) the precise location of the Affordable Housing Units;
  - 5) the Affordable Housing Monitoring Information;
  - 6) a mechanism for monitoring the take up of First Homes within the Reserved Matters Area required to review for the Development as a whole if further provision of First Homes would result in a sub-optimal Affordable Housing Tenure Split and Mix not in-line overall with the SHMA
  - 7) details of the programme and timetable of the build out and delivery of the Affordable Housing Units to Practical Completion;
- if applicable, the programme and timetable for the transfer of the Affordable Housing Land to an Affordable Housing Provider

**"Affordable Housing Provider"**

means:

- 1) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- 2) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
- 3) any other body specialising in the provision of Affordable Housing approved by the Borough Council,
- 4) in each case either nominated or approved by the Borough Council (such approval not to be unreasonably withheld or delayed);

**“Affordable Housing Scheme (Neighbourhood Area)”**

means a scheme which shall specify for each Neighbourhood Area the following details of the Affordable Housing to be provided as part of the relevant Neighbourhood Area, including:

- 1) the indicative number, programming and physical extent of each Reserved Matters Area within the Neighbourhood Area;
- 2) a minimum of 40% (forty per cent) of the total Residential Units in the Neighbourhood Area to be constructed as Affordable Housing to be in accordance with the SHMA unless otherwise agreed in writing by the Borough Council;
- 3) an indicative affordable housing plan for the Neighbourhood Area to demonstrate how 40% (forty per cent) of the total Residential Units within the Neighbourhood Area will achieve the Affordable Housing Tenure Split and the required Mix across the Neighbourhood Area;
- 4) indicative information to demonstrate that the location of the Affordable Housing Units will be distributed and integrated throughout the Neighbourhood Area and not segregated from the Open Market Units, with a tenure-blind approach to housing archetypes informing the development principles; and
- 5) a declaration to provide the required Affordable Housing Monitoring Information in each relevant Affordable Housing Plan (Reserved Matters Area);

**“Affordable Housing Tenure Split”**

means;

- 1) 70% (seventy per cent) rounded up to the nearest whole Affordable Housing Unit of the Affordable Housing Units are to be provided as Affordable Rented Housing and/or Social Rented Housing; and
- 2) 30% (thirty per cent) rounded down to the nearest whole Affordable Housing Unit of the Affordable Housing Units are to be provided as the following Intermediate Housing tenures;
  - a) Shared Ownership Housing; or
  - b) other Intermediate Housing; and
  - c) up to a maximum of 25%(twenty five per cent) rounded down to the nearest whole Affordable Housing Unit of the Affordable Housing Units are to be provided as First Homes from the 30% Intermediate Housing tenure in each Neighbourhood Area subject to the proportion of First Homes as shall subsequently be agreed in writing by the Borough Council within each Affordable Housing Plan (Reserved Matters Area) for the relevant Neighbourhood Area AND in the event of any Residential Unit identified within an approved Affordable Housing Plan (Reserved Matters Area) as a First Home not coming forward as a First Home by reason of paragraph 8.8 of this Schedule applying to that Residential Unit then it is acknowledged that the relevant Residential Unit may be provided as another form of Intermediate Housing for the purpose of compliance with the relevant Affordable Housing Plan (Reserved Matters Area);

<b>"Affordable Housing Units"</b>	means Residential Units other than Open Market Units constructed pursuant to the Permission and provided as Affordable Housing in accordance with the relevant Affordable Housing Plan (Reserved Matters Area);
<b>"Affordable Rented Housing"</b>	means housing let to households who are eligible for Affordable Housing by an Affordable Housing Provider through the Borough Council's Allocation Scheme at rents which, including service charges, do not exceed the maximum Local Housing Allowance (LHA) or whatever similar allowance or housing benefit scheme may replace it from time to time for the administrative area/s of the Borough Council or at rents of not more than 80% (eighty per cent) of the local market rent inclusive of any or other service charges for similar market Residential Units in the area (whichever is the lower);
<b>"Armed Services Member"</b>	means a member of the Royal Navy, the Royal Marines, the British Army, or the Royal Air Force, or a former member of those forces who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
<b>"Borough Council's Allocation Scheme"</b>	means the Borough Council's housing allocation scheme dated 1 August 2014, amended 6 March 2019 (as amended from time to time);
<b>"Borough Council's Tenancy Strategy"</b>	means the Borough Council Tenancy Strategy 2020 (as amended from time to time);
<b>"Chargee"</b>	means: <ul style="list-style-type: none"> <li>1) any mortgagee or chargee of the Registered Provider of the relevant Affordable Housing Units and in respect of any Shared Ownership Units a chargee or mortgagee exercising mortgagee protection provisions within a Shared Ownership Lease (or any number of them) and any receiver including an administrative receiver) and manager 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,</li> <li>2) in respect of any First Home Unit any mortgagee or chargee (regulated by the Prudential Regulations Authority or the Financial Conduct Authority) to provide facilities to a First Homes Owner to enable them to purchase a First Home Unit including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home Unit;</li> </ul>
<b>"Confirmation Notice"</b>	means the written notice issued by the Borough Council under paragraph 9.8 confirming whether the Borough Council wants to

acquire the First Home Unit or does not want to acquire the First Home Unit at the Discount Market Price;

**“Compliance Certificate”**

means the certificate issued by the Borough Council confirming that a Residential Unit is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 9.2 applies the Eligibility Criteria (Local);

**“Development Standard”**

means a standard to fully comply with the following:-

- 1) "Technical housing standards – nationally described space standards" (ndss) published by the Department for Communities and Local Government in March 2015 or any revision thereof;
- 2) all relevant national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Borough Council from time to time;
- 3) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited;
- 4) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Residential Units);

**“Disposal”**

means:

- 1) the freehold sale of the Development or part thereof including any Residential Unit/s;
  - 2) the grant of a lease of a term of less than 125 (one hundred and twenty-five) years, of the Development or part thereof including any First Homes that are flats or other relevant Residential Unit/s; and
  - 3) in respect of First Homes other than the following:
    - a) a letting or sub-letting in accordance with paragraph 9;
    - b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for Occupation except where the transfer is to a First Homes Owner;
    - c) a First Homes Exempt Disposal;
- and “Dispose”, “Disposed” and “Disposing” shall be construed accordingly;

**“Discount Market Price”**

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

**“Eligible Households”**

means a purchaser/purchasers or existing private or social tenant/tenants who are in need of housing because of their limited means and who are unable to access private rented/owner occupier accommodation on the open market within the Borough of Guildford at a cost low enough for them to afford determined with regard to local incomes and local house prices,

- 1) in respect of the Affordable Rented Housing/Social Rented Housing and Intermediate Housing (but excluding First Homes in accordance with any relevant criteria set out in the



Borough Council's Housing Allocation Scheme or any equivalent successor scheme; or in the opinion of the Borough Council given in writing they are otherwise in housing need;

- 2) in respect of First Homes the First Time Buyer's income does not exceed the Income Cap (Local) and Income Cap (National) and who has a local connection in accordance with the Eligibility Criteria (National) and the Eligibility Criteria (Local) (unless paragraph 8.2 applies) published from time to time within the Borough Council's Allocation Scheme;
  - 3) in respect of Shared Ownership Housing where the purchaser/purchasers income does not exceed a maximum household income of £80,000 (eighty thousand pounds);
- and **"Eligible Purchasers"** shall be construed accordingly;

**"Eligibility (National)"**

**Criteria**

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

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

**"Eligibility Criteria (Local)"**

means that during the first three (3) months of marketing, the initial sale of a First Home will be restricted to a purchaser who meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meet the Local Connection criteria);

**"Exempt Person"**

means any of the following:

- 1) any Chargee of an Affordable Housing Unit or any part or parts thereof is in possession or has exercised a power of sale thereof as Chargee and the procedure in paragraph 8 of this Schedule has been followed (except where the purchaser from the Chargee is an Affordable Housing Provider or the Borough Council);
- 2) any mortgagee of a share of Shared Ownership Housing under a Shared Ownership Lease (as defined in Section 70(4) Housing and Regeneration Act 2008) who has exercised its powers as Chargee under the terms of that lease;
- 3) any Shared Ownership Housing owner has staircased to own 100% (one hundred per cent) of any lease of the relevant Shared Ownership Housing Unit;
- 4) an occupant of an Affordable Housing Unit has exercised a statutory right to buy or right to acquire such Affordable Housing Unit or has acquired such Affordable Housing Unit pursuant to any voluntary purchase scheme approved by Homes England;
- 5) any person or body deriving title from a person or body identified in (a) to (d) above or their successors in title;

6) a First Homes Exempt Disposal;

**“First Homes Exempt Disposal”**

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

- 1) Disposal to a spouse or civil partner upon the death of the First Homes Owner
- 2) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- 3) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- 4) Disposal to a trustee in bankruptcy prior to sale of the relevant Residential Unit (and for the avoidance of doubt paragraph 8.2 – 8.4 First Homes Chargee protection) this Schedule shall apply to such sale)

provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 10 (use of the First Homes) of this Schedule;

**“First Homes”**

means a Residential Unit which may be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap the internal specification of which shall not by reasons of being of First Homes be inferior to the internal specification of equivalent Open Market Units constructed to the Development Standard;

**“First Home Owner”**

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

- 1) the Owner; or
- 2) another developer or other entity to which the freehold interest or long leasehold/leasehold interest in a First Home or Long Lease/ leasehold interest in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- 3) the freehold a tenant or sub-tenant of a permitted letting under paragraph 10 (use of the First Homes);

**“First Homes Units”**

means the Residential Unit to be occupied as a First Home in accordance with the terms of this Deed and reference to a “First Homes Unit” shall be to any one of them;

**“First Time Buyer”**

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003 and for the relevant First Home

provisions contained in this Schedule be a reference to a joint purchase each purchaser being a First Time Buyer;

**“Further Notice”**

means the notice the Borough Council may serve under paragraph 9.9 setting out the steps and time scale it requires the First Homes Owner to take to secure the Disposal of the First Home Unit as a First Home;

**“Income Cap (Local)”**

means £80,000 (eighty thousand pounds) or such sum as may be published from time to time by the Secretary of State and is in force at the time of the relevant Disposal of a First Home; or such other local income cap as may be published from time to time by the Borough Council and is in force at the time of the relevant Disposal of the First Home it being acknowledged that at the date of this agreement the Borough Council has not set an Income Cap (Local);

**“Income Cap (National)”**

means £80,000 (eighty thousand pounds) or such sum as may be published from time to time by the Secretary of State and is in force at the time of the relevant Disposal of a First Home;

**“Key Worker”**

means a person employed or with a confirmed job offer in one of the following categories of employment: National Health Service Care Professionals who takes a key role in co-ordinating the care of patients and promoting continuity, ensuring patients know who to access for information and advice, Teaching Staff working in Education, Frontline Police Officers and Fire Officers, Other key worker, critical worker or essential worker is a public-sector or private-sector employee who is considered to provide an essential service or such other categories of employment as may be published by the Borough Council from time to time as the “First Homes Key Worker criteria” and is in operation at the time of the relevant letting, subletting of the First Home and for the avoidance of doubt any such replacement criteria in operation;

**“Local Connection Criteria”**

means either (1), (2) or (3) below:

- 1) ‘long and substantial local connection’ criteria which are met by a First Time Buyer who satisfies at least one of (a), (b), (c) or (d) below:
  - a) is ordinarily resident within the Borough Council administrative area and has been for a continuous period of not less than three (3) years prior to exchange of contracts for the relevant First Home; or
  - b) has been permanently employed within the Borough Council administrative area for a period of not less than two (2) years prior to exchange of contracts for the relevant First Home;
  - c) has a close family relative (mother, father, brother, sister or adult children) who is ordinarily resident within the Borough Council administrative area and has been for a continuous period of at least five (5) years prior to the exchange of contracts for the relevant First Homes; or

- d) is a Relevant Tenant.
- 2) 'lesser local connection criteria' which are met by a First Time Buyer who satisfies (a) or (b) below:
  - a) is ordinarily resident within the Borough Council administrative area and has been for a continuous period of not less than six (6) consecutive months out of the last twelve (12) prior to exchange of contracts for the relevant First Home; or
  - b) has been permanently employed within the Borough Council administrative area for a period of less than two (2) years prior to exchange of contracts for the relevant First Home, AND meets one of the reasonable criteria under s166A(3) of the Housing Act 1966
- 3) such other local connection criteria as may be published by the Borough Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal;

**"Intermediate Housing"**

means Shared Ownership Housing, and other housing for sale and rent provided at a cost above Affordable Rent and Social Rented Housing rents, but below local market levels by an Affordable Housing Provider and as may be further defined in the Local Plan, supplementary planning documents, development plan documents;

**"Market Value"**

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

**"Mix"**

means the mix of percentages for the size (number of bedrooms (e.g. 1 x bed, 2x bed, 3xbed, 4x bed and 5 x bed) of the Affordable Housing Units to be provided as part of the Development in each Affordable Housing Scheme (Neighbourhood Area) to achieve compliance with the SHMA % as follows:

Affordable Homes

1bed 35-45%

2 bed 30-35%

3 bed 20-25%

4+ bed 0-5%

unless otherwise agreed by the Borough Council in writing;

**"Neighbourhood Area"**

means one of the no. 3 'Neighbourhood Areas' respectively identified as 1, 2 and 3 on the Neighbourhood Areas Plan;

<b>“Nominations Agreement”</b>		means an agreement entered into between the Borough Council and the Affordable Housing Provider, which governs the Borough Council’s nomination rights for Occupation of any relevant Affordable Housing Units and which will: <ol style="list-style-type: none"> <li>1) provide for the Borough Council to have nomination rights to all initial and 75% (seventy-five per cent) of subsequent vacancies in accordance with the Borough Council’s allocation policy in force at the relevant time;</li> <li>2) require the Affordable Housing Provider not to unreasonably refuse a tenancy to a nominee put forward by the Borough Council; and</li> <li>3) refer to the Borough Council’s Tenancy Strategy, the Borough Council’s Allocation Scheme, and any letting/s plan which is put in place for the Development or a relevant Neighbourhood Area/Reserved Matter Area;</li> </ol>
<b>“Open Market Units”</b>		means all those Residential Units constructed pursuant to the Permission which are not Affordable Housing Units;
<b>“Price Cap”</b>		means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed £250,000 (two hundred and fifty thousand pounds) or such other amount as may be published from time to time by the Secretary of State;
<b>“Regulator of Social Housing”</b>		means an executive non-departmental public body, sponsored by the Department of Levelling Up, Housing, Communities and Local Government with responsibilities for regulating registered providers of social housing;
<b>“Relevant Tenant”</b>		means a relevant tenant as defined in the Borough Council’s Allocation Scheme document as may be published by the Borough Council from time to time;
<b>“Reserved Application”</b>	<b>Matters</b>	means an application for the approval of Reserved Matters submitted pursuant to the Permission;
<b>“SDLT”</b>		means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
<b>“Shared Housing”</b>	<b>Ownership</b>	means housing offered to Eligible Purchasers by an Affordable Housing Provider in accordance with a Shared Ownership Lease to be Occupied partly for rent and partly by way of owner occupation pursuant to shared ownership arrangements within the meaning of Section 70(4) of the Housing and Regeneration Act 2008 (or any replacement or amended provision) whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Unit at a minimum of 10% (ten per cent) and a maximum of 75% (seventy-five per cent) initially (at the option of the buyer) and pay an annual rent of up to 2.75% (two point seven five per cent) on the retained equity with no limitation in the aggregate equity that can be subsequently acquired by the lessee

and "Shared Ownership Housing Unit" shall be construed accordingly;

**"Shared Ownership Lease"** means a lease to be granted for each Shared Ownership Housing Unit for a term not less than 990 years which shall accord with the requirements of and be consistent with any model shared ownership lease of Homes England (or any statutory successor) relevant at the time of the marketing of the relevant unit;

**"Strategic Housing Market Assessment/SHMA"** means the West Surrey SHMA 2015 & Guildford Addendum Report 2017 and any other documents that updates or supersedes this publication from time to time;

**"Social Rented Housing"** means Affordable Housing Units which are let by an Affordable Housing Provider where rents are determined through the national rent regime and published from time to time by the Regulator of Social Housing and for which rents shall be subject to an annual percentage indexation increase as mandated by the Regulator of Social Housing;

**"Valuer"** means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity;

## **2. Provision Of Affordable Housing**

2.1. The Owner covenants with the Borough Council that:-

- 2.1.1. a minimum of 40% of the total Residential Units permitted by the Permission across the Site shall be constructed and Practically Completed as Affordable Housing;
- 2.1.2. a minimum of 40% of the total Residential Units within each Neighbourhood Area shall be constructed and Practically Completed as Affordable Housing;
- 2.1.3. subject to the provisions of this schedule the Affordable Housing Units shall not be Occupied other than as Affordable Housing in accordance with the requirements of this Schedule and each Affordable Housing Scheme (Neighbourhood Area) and Affordable Housing Plan (Reserved Matters Area), as approved by the Borough Council;
- 2.1.4. the Affordable Housing Units shall be constructed and Practically Completed in compliance with the Affordable Housing Tenure Split and the Mix; and
- 2.1.5. the final Reserved Matters Application containing Residential Units shall demonstrate that the obligations set out in paragraph 2.1.1 to 2.1.3 of this Schedule have been, or will be, met.

## **3. Affordable Housing Scheme (Neighbourhood Area)**

- 3.1. On or prior to submission of the first Reserved Matters Application containing Residential Units in respect of a Neighbourhood Area, the Owner shall submit the Affordable Housing Scheme (Neighbourhood Area) to the Borough Council for its written approval.
- 3.2. The Owner shall not permit any Residential Units in the relevant Neighbourhood Area to be first Occupied until the Borough Council has approved the corresponding Affordable Housing Scheme (Neighbourhood Area).

- 3.3. Subject always to paragraph 2.1.1 and 2.1.2 of this Schedule 6, the approved Affordable Housing Scheme (Neighbourhood Area) and/or Affordable Housing Plan (Reserved Matters Area) may be revised from time to time as agreed by the Borough Council in writing where changes are necessary to ensure the Affordable Housing Tenure Split and the Mix accords with the latest SHMA and noting that the Borough Council will not agree to any changes to the Affordable Housing Scheme (Neighbourhood Area) that reduce the percentage of Affordable Housing provision across the Development and within each Neighbourhood Area to below 40% of the total Residential Units permitted by the Permission across the Site.

#### **4. Approval Of The Affordable Housing for Neighbourhood areas**

- 4.1. The Owner covenants with the Borough Council:-
- 4.1.1. prior to the Commencement of Development in any part of a Neighbourhood Area containing Residential Units to submit in writing to the Borough Council the Affordable Housing Scheme (Neighbourhood Area) for the Borough Council's approval; and
- 4.1.2. not to Commence Development of any part of the relevant Neighbourhood Area containing Residential Units or permit Commencement of any part of the relevant Neighbourhood Area containing Residential Units unless and until the corresponding Affordable Housing Scheme (Neighbourhood Area) has been approved in writing by the Borough Council AND the Owner may at the time of seeking the Borough Council's approval of the relevant Affordable Housing Scheme (Neighbourhood Area) submit to the Borough Council the Affordable Housing Plan (Reserved Matters Area) in respect of the first Reserved Matters Area to come forward within the relevant Neighbourhood Area.
- 4.2. The Owner shall thereafter implement each Neighbourhood Area in accordance with the corresponding Affordable Housing Scheme (Neighbourhood Area) approved by the Borough Council Subject To the details subsequently approved by the Borough Council as part of any Affordable Housing Plan (Reserved Matters Area) relating to the relevant Neighbourhood Area.

#### **5. Approval and delivery of The Affordable Housing For Each Reserved matters area**

- 5.1. The Owner covenants with the Borough Council in respect of each Reserved Matters Area containing Residential Units:-
- 5.1.1. prior to the Commencement of Development in that Reserved Matters Area, to submit the corresponding Affordable Housing Plan (Reserved Matters Area) for the Borough Council 's approval; and
- 5.1.2. not to Commence Development of that Reserved Matters Area or permit Commencement of that Reserved Matters Area unless and until the corresponding Affordable Housing Plan (Reserved Matters Area) has been approved in writing by the Borough Council.
- 5.2. The Owner shall thereafter implement that Reserved Matters Area in accordance with the corresponding Affordable Housing Plan (Reserved Matters Area) approved by the Borough Council.
- 5.3. Within each Reserved Matters Area containing Residential Units and unless otherwise agreed in writing with the Borough Council the Owner shall:-
- 5.3.1. construct and Practically Complete 50% of the Affordable Housing Units prior to Occupation of 50% of the Open Market Units in the Reserved Matters Area and shall transfer the relevant Affordable Housing Units (excluding the First Homes) to an Affordable Housing Provider; or
- 5.3.2. transfer to an Affordable Housing Provider the freehold interest in the Affordable Housing Land capable of providing no less than 50% of the Affordable Housing Units

(excluding the First Homes) pursuant to the Affordable Housing Plan (Reserved Matters Area).

- 5.4. Prior to Occupation of 50% of the Open Market Units in each Reserved Matters Area the Owner shall procure that the Affordable Housing Provider enters into the Nominations Agreement for any relevant Affordable Housing Units within the Reserved Matters Area (excluding First Homes) and ensure that the transfer to the Affordable Housing Provider of any relevant Affordable Housing Units shall be on terms including a requirement that the Affordable Housing Provider enters in the Nominations Agreement.
- 5.5. Not more than 50% of the Open Market Units in each Reserved Matters Area shall be Occupied until:-
  - 5.5.1. 50% of the Affordable Housing Units within the relevant Reserved Matters Area have been Practically Completed; and
  - 5.5.2. of those 50% Affordable Housing Units the Nominations Agreement has been entered into in respect of any relevant Affordable Housing Units (excluding First Homes),
- 5.6. Within each Reserved Matters Area containing Residential Units and unless otherwise agreed in writing with the Borough Council, the Owner shall:-
  - 5.6.1. construct and Practically Complete the remaining 50% of the Affordable Housing Units prior to Occupation of 85% of the Open Market Units in the Reserved Matters Area and shall transfer the relevant Affordable Housing Units (excluding the First Homes) to an Affordable Housing Provider; or
  - 5.6.2. transfer to an Affordable Housing Provider the freehold interest in any remaining Affordable Housing Land capable of providing for the remaining 50% of the Affordable Housing Units (excluding First Homes) pursuant to the Affordable Housing Plan (Reserved Matters Area).
- 5.7. Not more than 85% of the Open Market Units in each Reserved Matters Area shall be Occupied until:-
  - 5.7.1. the remaining 50% (totalling 100%) of the Affordable Housing Units within the relevant Reserved Matters Area have been Practically Completed; and
  - 5.7.2. of the remaining 50% Affordable Housing Units the Nominations Agreement has been entered into in respect of any relevant Affordable Housing Units (excluding First Homes),
- 5.8. The Owner covenants that all public highway or private roads, footpaths, sewerage, and drainage and all service systems for water, gas, electricity, and telecommunications serving the Affordable Housing Units or the Affordable Housing Site (as applicable) shall be constructed and Practically Completed so as to ensure or enable the Affordable Housing Units or the Affordable Housing Site (as applicable) to be Occupied.
- 5.9. The Owner covenants that the Affordable Housing Land shall only be transferred with vacant possession, clean condition and with title absolute.

## **6. Monitoring**

- 6.1. The Owner shall prior to Commencement of Development of each Reserved Matters Area containing Residential Units update the Affordable Housing Monitoring Information provided as part of the corresponding Affordable Housing Plan (Reserved Matters Area) and as of the date of Practical Completion of the part of the Development the subject of the Affordable Housing Plan (Reserved Matters Area) shall provide the Affordable Housing Monitoring Information and shall use reasonable endeavours to assist the Borough Council with any further monitoring of the performance of the relevant Affordable Housing Plan (Reserved Matters Area) reasonably



requested by the Borough Council (at the Owner's cost) and shall provide such documentary evidence as the Borough Council may reasonably require to demonstrate compliance with the relevant Affordable Housing Plan (Reserved Matters Area).

## **7. Occupation Restrictions**

- 7.1. Subject to paragraph 8 the Owner covenants that the Affordable Housing Units shall not be Occupied other than:-
  - 7.1.1. as the sole private residence of the Eligible Household; and
  - 7.1.2. in accordance with the relevant approved Affordable Housing Plan (Reserved Matters Area).
- 7.2. The Affordable Rented Housing units shall not be Occupied, and the Owner shall not permit Occupation of the same, for any purpose other than for Affordable Rented Housing for the lifetime of the Development.
- 7.3. Any Social Rented Housing units shall not be Occupied, and the Owner shall not permit Occupation of the same, for any purpose other than for Social Rented Housing for the lifetime of the Development.
- 7.4. The Shared Ownership Housing Units shall not be Occupied, and the Owner shall not permit Occupation of the same, for any purpose other than for Shared Ownership Housing for the lifetime of the Development.
- 7.5. Subject to the paragraphs 8.2 and 9.6 – 9.12 (inclusive) of this Schedule, any First Homes shall be sold and Occupied (whether on first and any subsequent sale) only as First Homes for the lifetime of the Development.
- 7.6. Any Affordable Housing Units provided as Intermediate Housing or Affordable Rented Housing or Social Rented Housing in accordance with the relevant Affordable Housing Plan (Reserved Matters Area) shall not be Occupied, and the Owner shall not permit Occupation of the same, other than in accordance with the Intermediate Housing tenures or as Affordable Rented Housing or Social Rented Housing permitted by the corresponding Affordable Housing Plan (Reserved Matters Area).
- 7.7. The covenants contained in paragraph 7 shall not be binding on an Exempt Person.

## **8. Chargee Protection**

- 8.1. The covenants contained in paragraph 7 above shall not be binding on a Chargee or a bona fide purchaser for value thereof from such a Chargee (except in the case of a purchaser which is an Affordable Housing Provider or the Borough Council or successors in title of such purchaser) provided that:-
  - 8.1.1. excluding First Homes the Chargee shall give prior written notice to the Borough Council of its intention to exercise its powers;
  - 8.1.2. excluding First Homes the Chargee shall use reasonable endeavours over a period of three months from the date of service of the written notice by the Borough Council to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
  - 8.1.3. if such disposal has not completed within the said three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units (or parts thereof) free from the provisions of paragraph 6 of this Schedule which provisions shall in respect of those Affordable Housing Units determine absolutely.

- 8.2. The covenants contained in paragraphs 9 and 10 of this Schedule shall not be binding on a Chargee or a bona fide purchaser for value thereof from such a Chargee (except in the case of a purchaser which is an Affordable Housing Provider or the Borough Council or successors in title of such purchaser) provided that:-
  - 8.2.1. in respect of any First Home Unit the Chargee shall give prior written notice to the Borough Council of its intention to Dispose of the relevant First Home Unit; and
  - 8.2.2. once notice of intention to Dispose of the relevant First Home has been given by the Chargee to the Borough Council the Chargee shall be free to sell that First Home at its full Market Value subject only to paragraph 8.3.
- 8.3. Following the Disposal of the relevant First Home the Chargee shall complete and send to the Borough Council the Disposal Notice and following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Borough Council the Additional First Homes Contribution
- 8.4. Upon receipt of the Additional First Homes Contribution the Borough Council shall, as soon as reasonably practicable of such receipt and upon payment of the Administrative Fee, provide;
  - 8.4.1. a completed application to enable the removal of the restriction on the title set out in paragraph 9.5 where such restriction has previously been registered against the relevant title; and
  - 8.4.2. apply all such monies received towards the provision of Affordable Housing.

## **9. First Homes Delivery Mechanism**

- 9.1. The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to an Eligible Household meeting:
  - 9.1.1. the Eligibility Criteria (National) and
  - 9.1.2. any Eligibility Criteria (Local);
- 9.2. If after the First Home has been actively marketed for 3 months (such period to expire no earlier than 3 months prior to Practical Completion) it has not been possible to find an Eligible Household who meets the Eligibility Criteria (Local) (if any) then this requirement shall cease to apply.
- 9.3. Subject to paragraphs 9.6 and 9.10 no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Chargee.
- 9.4. No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
  - 9.4.1. The Borough Council has received the Administrative Fee and been provided with evidence that:
    - 9.4.1.1. the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 9.2 applies meets the Eligibility Criteria (Local) (if any)
    - 9.4.1.2. the Residential Unit is being Disposed of as a First Home at the Discount Market Price and
    - 9.4.1.3. the transfer of the First Home includes:
      - 9.4.1.3.1. a definition of the "Borough Council" which shall be the Borough Council of the Borough of Guildford;
      - 9.4.1.3.2. a definition of "First Homes Provisions" in the following terms: "means the relevant provisions set out in Schedule 6 of the S.106 Agreement";

- 9.4.1.3.3. a definition of "S106 Agreement" which means the S.106 Agreement dated [ ] entered into between the Borough Council, Surrey County Council, Wisley Property Investments Limited, Taylor Wimpey UK Limited, and Vivid Housing Limited;
  - 9.4.1.3.4. a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions;
  - 9.4.1.3.5. a copy of the First Homes Provisions in an Annexure; and
  - 9.4.1.4. The Borough Council has issued the Compliance Certificate and the Borough Council hereby covenants that it shall issue the Compliance Certificate within twenty (20) Working Days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 9.3 and 9.4.1 have been met.
- 9.5. On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:
- "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the Borough Council of the Borough of Guildford the principal administrative office of which is at Millmead House Millmead Guildford Surrey GU2 4BB ("the Borough Council ") or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"*
- 9.6. The Owner of a First Home Unit (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Borough Council together with payment of the Administrative Fee to Dispose of a First Home Unit other than as a First Home on the grounds that either:
- 9.6.1. the First Home Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 9.1 and 9.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the First Home Unit as a First Home but it has not been possible to Dispose of the relevant First Home Unit as a First Home in accordance with paragraphs 9.3 and 9.4; or
  - 9.6.2. requiring the Owner to undertake active marketing for the period specified in paragraph 9.6.1 before being able to Dispose of the First Home Unit other than as a First Home would be likely to cause the Owner undue hardship.
- 9.7. Upon receipt of an application served in accordance with paragraph 9.6 the Borough Council shall have the right (but shall not be required) to direct that the relevant First Home Unit is disposed of to it at the Discount Market Price.
- 9.8. If the Borough Council is satisfied that either of the grounds in paragraph 9.5 above have been made out and upon payment of the Administrative Fee it shall issue the Confirmation Notice within twenty (20) Working Days of receipt of the written request made in accordance with paragraph 9.6 that the relevant First Homes Unit may be Disposed of:
- 9.8.1. to the Borough Council at the Discount Market Price; or

- 9.8.2. if the Borough Council confirms that it does not wish to acquire the relevant First Home Unit) other than as a First Home;

and on the issue of that Confirmation Notice the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect the First Home Unit except for paragraph 9.10 regarding the payment of the Additional First Homes Contribution and paragraph 9.8 and 9.9 shall cease to apply on receipt of payment to the Borough Council of the Additional First Homes Contribution where the relevant First Home Unit is Disposed of other than as a First Home.

- 9.9. If the Borough Council does not wish to acquire the relevant First Home Unit itself and is not satisfied that either of the grounds in paragraph 9.6 above have been made out then it shall within twenty eight (28) Working Days of receipt of the written application made in accordance with paragraph 9.6 and payment of the Administrative Fee serve the on the Owner setting out the further steps it requires the Owner (which for the purposes of this clause shall include the Owner and any First Homes Owner) to take to secure the Disposal of the First Home Unit as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of the period set out in the Further Notice the Owner has been unable to Dispose of the First Home Unit as a First Home he may apply to the Borough Council in accordance with paragraph 9.6 for a Confirmation Notice seeking to Dispose of the First Home Unit other than as a First Home subject always to requirement for the payment of the Additional First Homes Contribution. The Borough Council must within 20 Working Days of receipt of any such application and only upon payment of the Administrative Fee issue the Confirmation Notice stating that the First Home Unit may be Disposed of other than as a First Home subject always to requirement for the payment of the Additional First Homes Contribution.
- 9.10. Where a First Home Unit is Disposed of other than as a First Home to a First Home Owner or to the Borough Council at the Discount Market Price in accordance with paragraphs 9.7 or 9.8 the Owner of the First Home must as soon as reasonably practicable:
- 9.10.1. complete and send the Disposal Notice to the Borough Council; and
- 9.10.2. pay to the Borough Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 9.11. Upon receipt of the Additional First Homes Contribution the Borough Council shall:
- 9.11.1. as soon as reasonably practicable on such receipt and upon payment of the Administrative Fee provide a completed application to enable the removal of the restriction on the title set out in paragraph 9.5 where such restriction has previously been registered against the relevant title;
- 9.11.2. apply all monies received towards the provision of Affordable Housing.
- 9.12. Where it has been confirmed by the Borough Council in a Confirmation Notice that a First Home Unit can be Disposed of other than as a First Home any person who purchases a First Home Unit free of the restrictions in this Schedule shall not be liable to pay the Additional First Homes Contribution to the Borough Council but for the avoidance of doubt the Owner (which for the purposes of this clause shall include the Owner and any First Homes Owner) who made the application to the Borough Council for the Confirmation Notice to Dispose of a First Home Unit other than as a First Home will have to pay the Additional First Homes Contribution to the Borough Council.

## **10. Use Of The First Homes**

- 10.1. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 10.2 to 10.5 below.

- 10.2. A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Borough Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 10.3. A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Borough Council and the Borough Council consents in writing to the proposed letting or sub-letting. The Borough Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances 10.3.1 – 10.3.7 below:
- 10.3.1. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
  - 10.3.2. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
  - 10.3.3. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
  - 10.3.4. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
  - 10.3.5. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
  - 10.3.6. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
  - 10.3.7. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in accordance with any of (a)-(f) above and is letting or sub-letting their First Home to a Key Worker.
- 10.4. A letting or sub-letting permitted pursuant to paragraph 10.2 or 10.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 10.5. Nothing in this paragraph 9 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Homes Owner's main residence.

## **11. Open Market Units**

- 11.1. Nothing in this Deed shall limit or restrict the terms on which the Open Market Units may be let or disposed of or the persons who may be eligible to own or occupy them and for the avoidance of doubt the Owner may at its absolute discretion dispose of or let or Occupy the Open Market Units as affordable housing outwith the terms of this Deed

## Part 2 - Gypsy and Traveller Pitches

### 1. Definitions

**“Capped Rent”** means a rent for a Gypsy and Traveller Pitch of not more than the local market rent within Surrey or adjoining Counties inclusive of service charges for similar Gypsy and Traveller Pitches and which rent shall be subject to an annual percentage increase of a max of RPI+1 % thereafter, based upon RPI rate published for the preceding September;

**“Gypsy and Traveller Pitches Specification”** means a specification including:-

- 1) the details of the Gypsy and Traveller Pitches to be provided (including their location, extent, materials and boundary treatment); and
- 2) the standards to which the Gypsy and Traveller Pitches will be constructed in order to meet the objective of being serviced pitches that provide hard standing for two trailers and two vehicles, a permanent structure to provide a kitchen bathroom and WC facilities as a shared facility available to all occupants of the site located at least 6m from the space for positioning the mobile home(s), a small garden and connections for drainage, sewerage, electricity and water, with service meters, with each Gypsy and Traveller Pitch served by vehicular access via roads (private and/or public highway), and also by footpaths (private and/or public);

**“Gypsy and Traveller Management Plan”** means a plan including:

- 1) a scheme for verification of nomination of Qualifying Persons for allocation for Occupancy of the Gypsy and Traveller Pitches by the Borough Council including a draft copy of the Gypsy and Traveller Nominations Agreement;
- 2) details of the Registered or Approved Provider along with details of how the Gypsy and Traveller Pitches shall be allocated to Qualifying Persons;
- 3) details of the management of the Gypsy and Traveller Pitches and the Gypsy and Traveller Land by the Registered or Approved Provider;
- 4) details of the Capped Rents;

**“Gypsy and Traveller Pitches”** means a maximum number of 8 pitches to be provided on the Gypsy and Traveller Land in accordance with this Schedule 6 Part 2 and reference to **“Gypsy and Traveller Pitch”** or **“Pitch”** shall be construed accordingly;

**“Gypsy and Traveller Land”** means a parcel of land to be located in the northwest corner of the Western Neighbourhood as shown on the Land Use Parameter Plan unless an alternative parcel is agreed via Reserved Matters Approval which shall be of sufficient size to accommodate the Gypsy and Traveller Pitches in accordance

with the requirements of the Gypsy and Traveller Pitches Specification provided in paragraph 2 of Schedule 6 Part 2;

**“Gypsy and Traveller Nominations Agreement”** means the agreement entered into between the Borough Council and the Registered or Approved Provider which governs the Borough Council’s nomination rights for Occupation of all of the Gypsy and Traveller Pitches and which will provide for:

- 1) all eight (8) pitches to be Occupied solely by Qualifying Persons unless otherwise agreed in writing by the Borough Council;
- 2) reasonable terms and conditions for Occupation of the pitches with which Qualifying Persons will be required to comply in order to rent a pitch;
- 3) the review of the terms and conditions every five years from the date of the agreement or such earlier time as may be required by the Borough Council not acting unreasonably; and
- 4) the Borough Council to have nomination rights to all initial and subsequent vacancies in accordance with its allocation policy in force at the relevant time;

**“Keep Open”** means maintaining the Gypsy and Traveller Pitches on the Gypsy and Traveller Land in accordance with the approved Gypsy and Traveller Management Plan and the term 'Kept Open' shall be construed accordingly;

**"Qualifying Persons"** means Gypsies and Travellers as defined in the Planning Policy for Traveller Sites (August 2015) published by the Department for Communities and Local Government and/or for those who do not meet that definition, according to their needs residing in or with a connection to the Borough Council's administrative area as identified in the Borough Council's Traveller Accommodation Assessment (2017) (and any updates) and in accordance with planning Policy for Traveller Sites (or any updates which may be issued in the future) and who desire a Gypsy and Traveller Pitch;

**“Registered or Approved Provider”** means:-

- 1) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) who is a specialist provider with a proven track record of experience and management of gypsy and traveller pitches; or
- 2) the County Council; or
- 3) any other body having a proven track record of experience and management specialising in gypsy and traveller pitches approved by the Borough Council (such approval not to be unreasonably withheld or delayed); or
- 4) in the event that no provider falling within the definitions (a) to (c) is identified by the Owner as willing to manage

the Gypsy and Traveller Pitches and subsequently agreed by the Borough Council then alternatively a body without the proven track record specified in 'c' but which is willing to assume the management responsibility for the Gypsy and Traveller Pitches subject to the approval of the Borough Council AND it is acknowledged that the Stewardship Body/WACT (as approved by the Borough Council pursuant to Schedule 13) shall be deemed to be approved by the Borough Council as such an alternative body if proposed by the Owner;

**“Western Neighbourhood ”** means the area shown on the Design Framework Parameter Plan marked as “Stratford View (West Neighbourhood)”;

## **2. Gypsy and Traveller Pitches Specification**

2.1. The Owner covenants with the Borough Council that:

- 2.1.1. prior to Occupation of the Development it shall submit to the Borough Council the Gypsy and Traveller Pitches Specification for approval in writing; and
- 2.1.2. it shall not Occupy or permit Occupation of more than one thousand (1000) Residential Units forming part of the Development unless and until eight (8) Gypsy and Traveller Pitches have been laid out and provided on the Gypsy and Traveller Land in accordance with the Borough Council approved Gypsy and Traveller Pitches Specification.

## **3. Provision of the Gypsy and Traveller Pitches**

3.1. The Owner covenants with the Borough Council that:

- 3.1.1. it shall submit to the Borough Council the Gypsy and Traveller Management Plan for the Borough Council to approve prior to the Gypsy and Traveller Pitches being provided in accordance with the Gypsy and Traveller Pitches Specification;
- 3.1.2. should the Borough Council be satisfied with the Gypsy and Traveller Management Plan it shall notify the Owner in writing within forty-five (45) Working Days of receipt of the Gypsy and Traveller Pitches Management Plan;
- 3.1.3. should the Borough Council consider that the Gypsy and Traveller Management Plan is unsatisfactory then the Borough Council shall notify the Owner in writing setting out the elements that it considers to be unsatisfactory within forty-five (45) Working Days of receipt of the Gypsy and Traveller Pitches Management Plan;
- 3.1.4. should the Borough Council issue to the Owner a refusal of the Gypsy and Traveller Management Plan the Owner shall submit within twenty (20) Working Days a revised Gypsy and Traveller Management Plan containing details of any further information and measures required by the Borough Council and the procedure in paragraphs 3.1.2-3.1.3 will continue mutatis mutandis until the Borough Council determines that the Gypsy and Traveller Pitches Management Plan is satisfactory and has approved it in writing;
- 3.1.5. it shall not Occupy or permit Occupation of the Gypsy and Traveller Pitches unless and until;
  - 3.1.5.1. the Borough Council have approved in writing to the Owner the Gypsy and Traveller Management Plan; and



- 3.1.5.2. it has transferred the freehold or leasehold interest of not less than 125 years of the Gypsy and Traveller Pitches provided in accordance with the approved Gypsy and Traveller Pitches Specification to the Registered or Approved Provider;
- 3.1.6. it shall not Occupy or permit Occupation of more than one thousand (1000) Residential Units at the Development unless and until all of the Gypsy and Traveller Pitches provided in accordance with the Gypsy and Traveller Pitches Specification and have been transferred to the Registered or Approved Provider;
- 3.1.7. it shall not transfer the freehold or leasehold interest of not less than one hundred and twenty five (125) years of any Gypsy and Traveller Pitch to the Registered or Approved Provider without an obligation on the Registered or Approved Provider to enter into the Gypsy and Traveller Nominations Agreement and to supply the Borough Council with monitoring information in respect of that Pitch as required by paragraph 5 of this Schedule 6.

#### **4. Occupation Restrictions**

- 4.1. The Owner covenants with the Borough Council that unless otherwise agreed in writing by the Borough Council:
  - 4.1.1. following the laying out and provision of each of the Gypsy and Traveller Pitches pursuant to paragraph 2 of this Schedule 6 (Part 2) each of the Gypsy and Traveller Pitches shall be reserved and Kept Open for use in accordance with the Gypsy and Traveller Nominations Agreement for the lifetime of the Development and for no other purpose

#### **5. Monitoring**

- 5.1. The Owner covenants with the Borough Council that unless otherwise agreed in writing by the Borough Council:
  - 5.1.1. It shall provide or procure the provision prior to the transfer of the freehold or leasehold interest of not less than one hundred and twenty five (125) years of any Pitch or Pitches to a Registered or Approved Provider and first Occupation of each and every Gypsy and Traveller Pitch a written notice to the Borough Council containing such documentary evidence as the Borough Council may reasonably require and is relevant at that time to demonstrate compliance with the Gypsy and Traveller Pitches Specification and the Gypsy and Traveller Management Plan in respect of each Pitch.
  - 5.1.2. The Borough Council shall assess the information submitted under paragraph 5.1.1 and in the event that the Borough Council requires further information or supporting evidence of the same the Owner shall provide in writing any reasonably required information to the Borough Council within twenty (20) Working Days and this process may be repeated until the Borough Council has all the information it reasonable requires to assess whether in their view there has been compliance with the Gypsy and Traveller Pitches Specification and the Gypsy and Traveller Management Plan.
  - 5.1.3. The Owner shall not transfer the freehold or leasehold interest of not less than one hundred and twenty five (125) years of any Pitch to a Registered or Approved Provider until the Borough Council has issued written notice of their satisfaction to demonstrate compliance with the Gypsy and Traveller Pitches Specification and the Gypsy and Traveller Management Plan for each Pitch.
  - 5.1.4. Thereafter the Owner covenants to provide annually to the Borough Council within twenty (20) Working Days of the anniversary of first Occupation of any of the Gypsy and Traveller Pitches for the lifetime of the Development a Keep Open review setting out such documentary evidence as the Borough Council may reasonably require to

demonstrate that all the Gypsy and Traveller Pitches that have been provided are being Kept Open.

- 5.1.5. The Borough Council shall assess the information submitted under paragraph 5.1.4 and in the event that the Borough Council requires further information or supporting evidence of the same the Owner shall provide in writing any reasonably required information to the Borough Council within twenty (20) Working Days and this process may be repeated until the Borough Council has all the information it reasonable requires to assess whether in the Borough Council's view there has been compliance with the Keep Open annual review.
- 5.1.6. For the avoidance of any doubt references to the Owner in this paragraph 4 shall for the purposes of compliance be taken to mean its successor in title to the Gypsy and Traveller Pitches being the Registered or Approved Provider from the point of the transfer of that land.

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### Part 3 - Custom Build

#### 1. Definitions

**“Advertise”**

means, in respect of the Custom Build Plots, advertising:-

- 1) with at least three residential estate agents first approved in writing by the Borough Council and operating in the Borough of Guildford;
- 2) on at least three internet sites: [www.plotfinder.net](http://www.plotfinder.net), [www.plotbrowser.com](http://www.plotbrowser.com), and [www.plotsearch.buildstore.co.uk](http://www.plotsearch.buildstore.co.uk) (or any equivalent sites available at the time) as well as optionally on other internet property sale sites;
- 3) on an advertising board posted in a prominent location along the frontage of the Custom Build Plots Site; and
- 4) on at least three other roadside boards within and/or in the vicinity of the Development first approved in writing by the Borough Council

and "Advertised" and "Advertisement" and "Advertising" shall be construed accordingly;

**"Custom Build Plots Plan"**

means a plan identifying the extent and location of the 12 Custom Build Plots forming the Custom Build Plots Site together with a vehicular access road and indicating a route using roads to be accessible by motorised vehicles from the Sustainable Movement Corridor shown on the Access and Movement Parameter Plan to serve each of the 12 Custom Build Plots within a Neighbourhood Area to be approved as part of a Custom Housebuilding Scheme;

**“Custom Build Plots”**

means any of the plots situated within the Custom Build Plots Site to be Advertised in accordance with the Custom Housebuilding Scheme up to a maximum of 12 Custom Build Plots;

**“Custom Build Plots Site”**

means a site capable of accommodating a total of 12 plots identified on the Custom Build Plots Plan and which will be delivered for Custom Housebuilding;

**“Custom Housebuilding”**

means the construction or completion of houses by (a) individuals; (b) associations of individuals; or (c) persons working with or for individuals or associations of individuals, (the Initial Purchasers) to be occupied as homes by those individuals as defined in the Self Build and Custom Housebuilding Act 2015 for which the Initial Purchasers have had primary input into the final design and layout within the sold plot for which Reserved Matters Approval is secured and which will be constructed by the Initial Purchasers or by the Owner on behalf of the Initial Purchasers subject to all necessary further consents;

**“Custom Housebuilding Scheme”**

means a scheme to be submitted in accordance with paragraph 2.1 of this Schedule which contains the following matters for the Borough Council's approval:

- 1) details of the location of the Custom Build Plots Site on the Custom Build Plots Plan;
- 2) details of the number and location of individual plots for

Custom Housebuilding that are to be laid out Fully Serviced, marketed and Advertised initially and the sequence of the remaining plots for Custom Housebuilding which will be laid out Fully Serviced, marketed and Advertised on a rolling basis whilst Dwellings remain to be Practically Completed at the Development;

3) the Advertising strategy;  
or such amended scheme as shall be agreed from time to time in writing by the Borough Council;

**“Fully Serviced”**

means for the purposes of this Schedule the remediation (if necessary) of each Custom Build Plot within the Custom Build Plots Site to a standard fit for its end use with the provision to the boundary of each Custom Build Plot of a road accessible by motorised vehicles linked to the Sustainable Movement Corridor shown on the Access and Movement Parameter Plan together with connection points to all mains services of electricity, the site-wide heating and hot water system, telecommunications, superfast broadband, potable water, and foul and surface water drainage which is provided to a conveniently located point or points at the edge of or within each of the Custom Build Plots at the time when any Custom Build Plot is to be or remains marketed as part of a Custom Housebuilding Scheme;

**“Initial Purchaser”**

means a Prospective Purchaser who has completed the purchase of a Custom Build Plot from the Owner;

**“Open Market Value”**

means the estimated amount for which an asset or liability should exchange on the valuation date based on detailed comparable market evidence assuming a willing buyer and a willing seller in an arm’s length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion and where no account is taken of any additional bid by a prospective purchaser with a special interest;

**“Dwellings”**

means the Use Class C3 units of residential accommodation to be provided by the Development including the Open Market Units and/or the Affordable Housing Units (as the context requires) and reference to a ‘Dwelling’ shall be to any one of them; but for the avoidance of doubt ‘Dwellings’ shall not include Custom Build Plots;

**“Preferred Individuals”**

means individuals on the Borough Council’s register of individuals seeking to acquire serviced plots of land within the administrative area of the Borough Council for their own custom housebuilding kept pursuant to section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended);

**“Prospective Purchaser”**

means an individual or association of individuals seeking to acquire a Custom Build Plot;

## **2. Custom Build Plots Site and Custom Housebuilding Scheme**

- 2.1. Prior to Commencement of the 50<sup>th</sup> Dwelling forming part of the Development the Owner covenants with the Borough Council to submit the Custom Housebuilding Scheme to the Borough Council for approval.

## **3. Provision of the Custom Build Plots**

- 3.1. The Owner shall not Occupy or permit Occupation of more than 150 Dwellings forming part of the Development until the Custom Housebuilding Scheme has been approved in writing by the Borough Council.
- 3.2. Prior to the first Occupation of 300 Dwellings the Owner shall lay out Fully Service and Advertise the number of Custom Build Plots within the Custom Build Plots Site required by the Custom Housebuilding Scheme to be available initially.

## **4. Occupation Restrictions**

- 4.1. The Owner shall not Occupy and shall not permit Occupation of more than 299 Dwellings unless the number of Custom Build Plots required initially to be laid out Fully Serviced and Advertised under the Custom Housebuilding Scheme have been laid out Fully Serviced and Advertised
- 4.2. Once a Custom Build Plot has been disposed of in accordance with paragraph 4.3 of this Schedule a further Custom Build Plot shall then be laid out Fully Serviced and Advertised in accordance with the Custom Housebuilding Scheme and this shall continue until all 12 Custom Build Plots have been laid out Fully Serviced and Advertised
- 4.3. Subject to paragraphs 4.1 and 4.2 of this Schedule, the Custom Build Plots shall be laid out Fully Serviced and Advertised until the last Dwelling within the Development is Practically Completed or the 12 Custom Build Plots to be delivered within the Custom Build Plots Site have all been sold whichever is the earlier.
- 4.4. The Owner shall dispose of the Custom Build Plots at Open Market Value only to Prospective Purchasers giving Preferred Individuals a right of first refusal and any Initial Purchaser shall either complete the house(s) on the Custom Build Plot(s) or procure the services of the Owner for the completion of the house(s) on the respective Custom Build Plot(s) which are to be occupied as homes by the Initial Purchasers and the Owner shall not dispose of the Custom Build Plots otherwise than in accordance with this paragraph save for when the provisions of this Schedule apply.

## **5. Marketing Restrictions**

- 5.1. During the marketing period of Advertising the Custom Build Plots in accordance with the Custom Housebuilding Scheme and until the sooner event in paragraph 4.3 the Owner shall provide the Executive Head of Planning Development of the Borough Council with updates at sixth monthly intervals following the commencement of the Advertising in accordance with the Custom Housebuilding Scheme of details of responses to the Advertisement such updates to include the numbers of Initial Purchasers to date the numbers of Prospective Purchasers expressing an interest, the numbers of these who have entered into contracts, and details of whether they are Preferred Individuals.
- 5.2. Where a Prospective Purchaser makes an offer to acquire a Custom Build Plot or Plots the Owner having given Preferred Individuals a right of first refusal shall use Reasonable Endeavours to enter into a contract with the Prospective Purchaser within three (3) months of such offer being made, such a contract to either allow the Prospective Purchaser to secure Reserved Matters Approval for their own layout and design where the Dwelling is to be constructed by the Initial Purchaser or otherwise to deliver the Prospective Purchaser's chosen layout and specification subject to securing Reserved Matters Approval where the Dwelling is to be constructed by the Owner on behalf of the Initial Purchaser and in either situation the contract must require that the

Dwellings are to be occupied by the Initial Purchasers and in all cases such contracts shall provide terms on the basis of the Law Society's Standard Terms and Conditions of Sale current at the date of contract.

## **6. Assessing demand and release of Custom Build Plots**

6.1. Prior to the Practical Completion of the final Dwelling to be constructed at the Development the Owner shall serve notice on the Borough Council to that effect.

6.2. In the event that:-

6.2.1. all or any of the Custom Build Plots have not been transferred to Initial Purchasers by the Practical Completion of the last Dwelling at the Development or three months thereafter (unless otherwise agreed with the Borough Council), the Owner shall provide to the Borough Council evidence that:-

6.2.1.1. the required number of Custom Build Plots have been made available and Advertised correctly in accordance with this Deed; and

6.2.1.2. the Owner has used Reasonable Endeavours to dispose of the plots as Custom Build Plots.

6.3. Where such evidence is provided pursuant to paragraph 6.2.1 of this Schedule 6 Part 3, the Borough Council shall review the information, and:-

6.3.1. in the event that the Borough Council is satisfied that the obligations in paragraphs 3.2 and 5.2 of this Schedule 6 Part 3 have been properly complied with, the Owner shall be released from the obligations to provide the plots as Custom Build Plots and such plots may be completed and sold as Open Market Units or incorporated into a revised layout of Dwellings subject to approval of reserved matters or planning permission for the relevant part of the Custom Build Plots Site prior to being completed and sold as Open Market Units (subject to any other consents required);

6.3.2. in the event that the Borough Council is not satisfied that the obligations in paragraphs 3.2 and 6.2 of this Schedule 6 Part 3 have been properly complied with, the relevant Owner shall continue to make the plots available as Custom Build Plots in accordance with this Deed and to Advertise the Custom Build Plots in accordance with this Deed provided that the relevant Owner shall be permitted to re-submit evidence pursuant to paragraph 6.2.1 to the Borough Council for its approval mutatis mutandis and in the event of a dispute, the dispute resolution provisions in this Deed shall apply.

**SCHEDULE 7**  
**On-Site Strategic Green Infrastructure**

**1. Definitions**

<b>“Allotments”</b>	means the areas within the Site identified in the key as “Allotments” as shown in the indicative locations shaded orange on the Indicative Strategic Open Space Provision Plan being allotment plots and associated car park areas accessible by car from the Sustainable Movement Corridor comprising a minimum area which complies with the formula of 0.25ha per 1000 population as set out in Development Management Policy ID6 or any replacement thereof complying with all relevant allotment legislation;
<b>“Broadwalk”</b>	means the band of land within the Site identified in the key as “Broadwalk” shown in the indicative location shown by a dashed pink line on the Indicative Strategic Open Space Provision Plan being a 14 – 20m wide landscaped pedestrian and cycle route;
<b>“Eastern- Park”</b>	means the area within the Site identified in the key as “Parks and Recreation Areas (East Park)” and shown in the indicative location by green circles on a green base on the Indicative Strategic Open Space Provision Plan which for the avoidance of doubt contains Footpath 19;
<b>“Green Links”</b>	means those areas identified in the key as “Green Links” in the indicative locations shown by a dashed green line on the Indicative Strategic Open Space Provision Plan to be provided as pedestrian links throughout the Site;
<b>“Indicative Strategic Open Space Provision Plan”</b>	means the plan provided Annexure Q;
<b>“Neighbourhood Green”</b>	means those areas identified in the key as “Neighbourhood Green incorporating Play Space – Children to age 12” in the indicative locations shown by purple triangles within dark green dashed circle within each Neighbourhood Area as being a local Public Open Space incorporating a play area for children up to 12 years of age;
<b>“Neighbourhood Square”</b>	means those areas identified in the key as “Neighbourhood Square” in the indicative locations shown by light brown squares on the Indicative Strategic Open Space Provision Plan within the Neighbourhood Area 1 and Neighbourhood Area 2 being local Public Open Space;
<b>“Neighbourhood Strategic Green Infrastructure Scheme”</b>	means a scheme providing details including physical extent and maintenance schedule of all items of On-Site Strategic Green Infrastructure (including any part(s) of those) to be

delivered within and to otherwise come forward with the Neighbourhood Area the subject of the relevant plan;

**On-Site Strategic Green Infrastructure** the:

- 1) Strategic Amenity Open Space;
- 2) Sports Pavilion

and for the avoidance of any doubt does not include any SANG, SANG Carpark or SANG Buildings and Toilets and School Sports Pitches associated with the Primary School and Nursery;

**Playing Fields**

means such of those areas in the indicative locations identified as Parks and Recreational Areas on the Indicative Strategic Open Space Provision Plan to be provided for the public including residents of the Development as playing fields, including both pitch and non-pitch sports but for the avoidance of doubt this does not include any playing fields associated with the Primary School and Nursery (referred to under the definition of the Primary School and Nursery Site Transfer Terms 3) as “external activities land”);

**Public Open Space**

means any open space within the Site which is intended to be available for use by the public including residents of the Development but for the avoidance of doubt does not include any land included within a SANG;

**Neighbourhood Local Green Infrastructure**

means any play areas, green spaces within residential squares and other incidental green space within any of the three Neighbourhood Areas (excluding any SANG) that is approved and to be delivered pursuant to a Reserved Matters Application or planning application in addition to any open space forming part of the On-Site Strategic Green Infrastructure;

**“Neighbourhood Local Green Infrastructure Scheme”**

means a scheme for the maintenance of any Neighbourhood Local Green Infrastructure approved pursuant to a Reserved Matters Application or planning application within a Neighbourhood Area subject to amendment from time to time with the written approval of the Borough Council;

**“Sports Pavilion”**

means the area within the Site identified in the key as “Sports Pavilion, Maintenance Store and Carpark” shown in the indicative location hatched dark green on the Indicative Strategic Open Space Provision Plan being a building with ancillary sui generis use with space for changing facilities, toilets, a staff office, an equipment store, grounds-person space, maintenance store and an associated parking area;

**“Strategic Amenity Open Space”**

means those strategic level open space areas (excluding the SANG) and SANG Carpark and for the avoidance of doubt all buildings and Development Areas) as indicated by their



respective definitions on the Indicative Strategic Open Space Provision Plan;

**“West Park”**

the area within the Site identified in the key as “Parks and Recreation Areas (West Park)” and shown in the indicative location with red circles on a green base on the Indicative Strategic Open Space Provision Plan;

## **2. Strategic Green Infrastructure**

2.1. The Owner covenants with the Borough Council as follows:

- 2.1.1. Prior to Commencement of each Neighbourhood Area, to submit and obtain the Borough Council's approval in writing to the Neighbourhood Strategic Green Infrastructure Scheme and Neighbourhood Local Green Infrastructure Scheme for the relevant Neighbourhood Area.
- 2.1.2. To layout and complete in accordance with the approved Neighbourhood Strategic Green Infrastructure Scheme all of the On-Site Strategic Green Infrastructure approved as part of the relevant Neighbourhood Strategic Green Infrastructure Scheme prior to Occupation of fifty percent (50%) of the Residential Units within that Neighbourhood Area.
- 2.1.3. From completion of any part of the On-Site Strategic Green Infrastructure and the Neighbourhood Local Green Infrastructure and until such time as all of the On-Site Strategic Green Infrastructure and Neighbourhood Local Green Infrastructure is transferred to the Stewardship Body/WACT to ensure that the On-Site Strategic Green Infrastructure and Neighbourhood Local Green Infrastructure (to the extent that it has not been transferred to the Stewardship Body/WACT is maintained in accordance with the On-Site Strategic Green Infrastructure Scheme and the Neighbourhood Local Green Infrastructure Scheme (as relevant) and is available at all times for use by the residents and public for the lifetime of the Development save that temporary closure of the On-Site Strategic Green Infrastructure and Neighbourhood Local Green Infrastructure or any part thereof shall be permitted as follows:
  - 2.1.3.1. closure for a maximum of 1 (one) day per year to prevent any public rights of access from accruing provided that no more than 50% of the On-Site Strategic Green Infrastructure within a Neighbourhood Area and 50% of the Neighbourhood Local Green Infrastructure within a Neighbourhood Area is closed on any one day;
  - 2.1.3.2. such closure as may reasonably be necessary for the purposes of maintenance, repair, cleaning or renewal provided that the area closed at any one time is the minimum necessary to undertake the task;
  - 2.1.3.3. in the case of emergency where closure is necessary or in the interests of public safety;
  - 2.1.3.4. to accord with any lawful requirements of the police or any other competent body;
  - 2.1.3.5. and any other reasonable and sufficient cause and for such reasonable period as may be agreed in writing with the Borough Council.

- 2.2. The Owner the Borough Council and the County Council acknowledge that maintenance management and community use of the playing fields associated with the Primary School and Nursery by community groups (referred to under the definition of the Primary School and Nursery Site Transfer Terms 3) as “*external activities land*”) will be governed by the provisions of Schedule 4 of this Deed.

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**SCHEDULE 8**  
**Libraries and Policing**

**Part 1 – Libraries**

**1. Definitions**

**"Library Contribution"**

means the sum of £159,160 (one hundred and fifty nine thousand one hundred and sixty pounds) towards the enhancement and expansion of library facilities at Guildford Library;

**2. Library Contribution**

- 2.1. The Owner covenants to pay the Library Contribution to the County Council prior to Occupation of the 750<sup>th</sup> Residential Unit.

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## Part 2 – Policing

### 1. Definitions

- "On-site Police Facilities"** means an office space of no less than 24 square metres GIA in addition to dedicated WC provision within the Community Building delivered in accordance with the Police Facilities Specification together with two parking spaces each served by EV fast charge points in close proximity to the Community Building for the sole use by Surrey Police;
- "Policing Contribution"** The sum of £349,398 (three hundred and forty nine thousand three hundred and ninety eight pounds) to be paid to the Borough Council and transferred to Surrey Police and to be applied towards officer/ staff start-up equipment cost, training and recruitment, additional staff, alterations/ improvements to Guildford Police Station, the provision of 2 new vehicles, Automatic Number Plate Recognition (ANPR) cameras and police-specific infrastructure required such as additional secure IT and access control;
- "Police Facilities Specification"** means a specification to be agreed with Surrey Police which will require among other requirements that the on-site office space is fitted out to industry standard Cat B in accordance with the British Council for Offices (BCO) guidance and ready for Occupation which for the avoidance of doubt shall include the installation of all furniture, fixtures and equipment (including external signage and a notice board if required) and a "tea point" comprising a work top with sink and power for a water boiler and microwave;

### 2. Policing Contribution

- 2.1. The Owner shall pay the Policing Contribution to the Borough Council in the following instalments:
- 2.1.1. 50% prior to Commencement of the first Reserved Matters Approval or planning permission for the Development that includes a Residential Unit;
  - 2.1.2. 20% prior to Occupation of the 750<sup>th</sup> Residential Unit;
  - 2.1.3. 20% prior to Occupation of the 1000<sup>th</sup> Residential Unit; and
  - 2.1.4. 10% prior to Occupation of the 1600<sup>th</sup> Residential Unit.
- 2.2. The Owner shall not Commence or permit Commencement of the first Reserved Matters Approval or planning permission for the Development that includes a Residential Unit unless and until 50% of the Policing Contribution has been paid to the Borough Council.
- 2.3. The Owner shall not Occupy or permit Occupation of the 750<sup>th</sup> Residential Unit unless and until 70% of the Policing Contribution has been paid to the Borough Council.
- 2.4. The Owner shall not Occupy or permit Occupation of the 1000<sup>th</sup> Residential Unit unless and until 90% of the Policing Contribution has been paid to the Borough Council.
- 2.5. The Owner shall not Occupy or permit Occupation of the 1600<sup>th</sup> Residential Unit unless and until the Policing Contribution has been paid to the Borough Council in full.

### **3. On-site Police Facilities**

- 3.1. The Owner shall submit to Surrey Police the Police Facilities Specification for approval and shall secure that approval prior to submission of the planning or Reserved Matters Application which includes the Community Building and associated parking spaces PROVIDED THAT in the event that Surrey Police does not respond following the submission of the Police Facilities Specification within 40 Working Days of submission the Police Facilities Specification shall be deemed to have been approved in the form submitted.
- 3.2. The Owner shall provide the On-site Police Facilities prior to Occupation of the 750<sup>th</sup> Residential Unit.
- 3.3. The Owner shall not Occupy or permit Occupation of the 750<sup>th</sup> Residential Unit until the On-site Police Facilities have been provided.

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## SCHEDULE 9

### SANG, SAMM and SUDS

#### 1. Definitions

- “Phase 1 SANG”** means the area of no less than 37.07 ha. (thirty seven point zero seven hectares) of SANG as shown indicatively coloured purple and light purple on the SANG Phasing Plan;
- “Phasing Plan”** means the plan showing the Development phases as submitted pursuant to Condition 8 of the Planning Permission and the term "Phase" shall have a corresponding meaning;
- “Planning Condition”** means a condition attached to the Planning Permission (or equivalent or replacement condition attached to a Section 73 Consent);
- “SAMM Plus Scheme”** means the scheme to be prepared at the Owner’s cost and submitted to the Borough Council setting out the number of wardens to be provided and any details relating to the warden(s) and any other information reasonably required by the Borough Council and without fettering the Borough Council's approval under paragraph 4.3 information at Annexure R will inform the Owner's proposals in respect of the SAMM Plus Scheme;
- “SANG Creation and Management Plan”** means a plan detailing the management and maintenance responsibilities for the SANG including but not limited to:
- 1) ongoing management responsibilities;
  - 2) maintenance schedules for all areas including minimum condition levels to be achieved and timings of maintenance activities depending on habitat type;
  - 3) measures to encourage and manage public access, including signage, walkways, cycleways, car parks and picnic areas etc. and areas where public access will be restricted;
  - 4) details of ongoing monitoring to be undertaken to include timetables for the same, actions, and steps to rectify issues; and without fettering the Borough Council's approval under paragraph 5.1, the SANG Creation and Management Plan provided at Annexure S will inform the Owner's proposals in respect of the SANG Creation and Management Plan;
- “SANG Transfer”** means a transfer of the unencumbered freehold interest (save for any rights, reservations, and covenants as are reasonably necessary to enable the Owner to carry out the Development but do not prevent the use of the SANG) in the relevant land for that Phase on terms to be agreed but which shall nevertheless:
- 1) include terms which would not unnecessarily or unreasonably restrict public access save for in the event of an emergency or for health and safety reasons or otherwise in accordance with the SANG Details;

- 2) include terms which would not directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owner;
- 3) include reservation of rights of access over the SANG;
- 4) include the grant of any rights reasonably necessary for the proposed end use of any adjoining land;
- 5) include for the benefit of the SANG the grant of any rights of access over any adjoining land which rights are reasonably required for the management and maintenance of the SANG;
- 6) be at consideration of £1 (one pound);
- 7) include a covenant that the SANG shall not be used for any other purpose;
- 8) include obligations on the part of the transferee to maintain the SANG in full accordance with the SANG Creation and Management Plan; and
- 9) include obligations on the part of the Owner to bear the reasonable legal and professional costs of the other parties to the transfer;

**“SANG” or “Suitable Alternative Greenspace”** or **“Suitable Natural** means an area of approximately 44.5ha (forty-four point five hectares) of natural or semi-natural place that is available for the general public to use for the purposes of recreation free of charge and shall include the Phase 1 SANG;

**“Strategic Management and Monitoring Contribution”** **Access** means the sum payable by the Owner towards access management of the Special Protection Area to be coordinated strategically, by Natural England working with the Borough Council and other affected SPA authorities and land managers, as part of an overarching strategy for access management such sum to be calculated in accordance with the Borough Council’s Planning Contributions Supplementary Planning Document (2017) as updated in the Annual Updating of Off-site Contributions to Special Protection Area and Open Space Tariffs (published annually);

**“SUDS Details”** means the details relating to:

- 1) the quantum, type and location of the SUDS;
- 2) timings for delivery;
- 3) boundary treatments;
- 4) the management and maintenance regimes to be followed and applied in respect of the SUDS; and
- 5) anything else required by the Borough Council as required by and approved pursuant to the relevant Planning Condition(s) of the Planning Permission;

**“SUDS Land”** means the land to be provided as part of the Development for the purpose and in the locations to be agreed in accordance with the SUDS Details;

**“SUDS Transfer”** means a transfer of the unencumbered freehold interest (save for any rights, reservations, and covenants as are reasonably

necessary to enable the Owner to carry out the Development but do not prevent the use of SUDS Land for surface water drainage purposes associated with the Development) in the relevant SUDS Land for that Phase, excluding any SUDS within the SANG, on terms to be agreed but which shall nevertheless:

- 1) include terms which would not unnecessarily or unreasonably restrict public access save for in the event of an emergency or for health and safety reasons or otherwise in accordance with the SUDS Details;
- 2) include terms which would not directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owner;
- 3) include reservation of rights of access over those SUDS;
- 4) include the grant of any rights reasonably necessary for the proposed end use of any adjoining land;
- 5) include for the benefit of those SUDS the grant of any rights of access over any adjoining land which rights are reasonably required for the management and maintenance of those SUDS;
- 6) be at consideration of £1 (one pound);
- 7) include a covenant that those SUDS shall not be used for any purpose other than for public open space, water attenuation and surface water drainage purposes associated with the Development;
- 8) include obligations on the part of the transferee to maintain those SUDS in full accordance with the SUDS Details; and
- 9) include obligations on the part of the Owner to bear the reasonable legal and professional costs of the other parties to the transfer;

**“SUDS”**

means the provision of sustainable drainage systems to be provided on the SUDS Land;

**“Working Days”**

means all days except Saturdays Sundays Bank Holidays and all other Public Holidays;

**2. SUDS**

- 2.1. Following completion of the SUDS for a Phase in accordance with the SUDS Details, the Owner shall within 10 Working Days serve notice on the Borough Council inviting it to inspect the SUDS for that Phase.
- 2.2. Upon receipt of the notice pursuant to paragraph 2.1, the Borough Council will inspect the SUDS for that Phase and shall either:
  - 2.2.1. confirm to the Owner that the SUDS for that Phase have been completed in accordance with the SUDS Details, are fit for purpose to the satisfaction of the Borough Council, and are available for transfer pursuant to paragraph 2.4; or
  - 2.2.2. identify any necessary remedial works (acting reasonably) which are required to be carried out by the Owner in order to ensure that the SUDS are completed in accordance with the SUDS Details and are fit for purpose.



- 2.3. The Owner shall carry out and complete any such remedial works identified under paragraph 2.2.2 and thereafter the process set out in paragraphs 2.1 and 2.2 shall be repeated until the Borough Council has confirmed to the Owner that the SUDS for the relevant Phase have been completed in accordance with the SUDS Details and are fit for purpose to the satisfaction of the Borough Council.
- 2.4. From and including receipt of the Borough Council's notice pursuant to paragraph 2.2.1 or 2.3 the Owner shall thereafter maintain and manage each part of the SUDS for that Phase for the lifetime of the Development in accordance with the SUDS Details unless and until such time that the SUDS are transferred to the Stewardship Body/WACT.

### **3. Transfer of SUDS**

- 3.1. The Owner covenants with the Borough Council in respect of each Phase as follows:
  - 3.1.1. not to transfer or seek to transfer any proprietary interest in the SUDS Land (whether to the Stewardship Body/WACT or otherwise) unless and until the Borough Council has confirmed to the Owner that the SUDS for the relevant Phase have been completed in accordance with the SUDS Details and are fit for purpose to the satisfaction of the Borough Council (either pursuant to paragraph 2.1.1 or 2.3);
  - 3.1.2. any transfer of any proprietary interest in the SUDS Land (whether to the Stewardship Body/WACT or otherwise) shall be in accordance with the SUDS Transfer.

### **4. Strategic Access Management and Monitoring**

- 4.1. The Owner shall pay to the Borough Council prior to Commencement of each Phase the Strategic Access Management and Monitoring Contribution attributable to that Phase.
- 4.2. The Owner shall not Commence or permit Commencement of a Phase unless and until it has paid to the Borough Council the Strategic Access Management and Monitoring Contribution attributable to that Phase.
- 4.3. Prior to Occupation of the Development the Owner shall submit the SAMM Plus Scheme to the Borough Council for approval in writing.
- 4.4. Where the Borough Council has not responded with 40 Working Days of service upon them by the Owner of the SAMM Plus Scheme with their approval or refusal and/or a request for further information or clarification of the information originally submitted to the Borough Council, the Owner can at their discretion refer the matter under clause 20 (dispute) to an expert whereupon the Borough Council shall not be able to disagree with the reference to the expert for determination of the matter.
- 4.5. The Owner shall not Occupy or permit Occupation of the Development unless and until the SAMM Plus Scheme has been approved by the Borough Council in writing or approval has been determined under clause 20 in accordance with paragraph 4.3.
- 4.6. From and including first Occupation of the Development, the Owner shall implement and proceed with the Development in accordance with the SAMM Plus Scheme (as approved or determined) for the lifetime of the Development until any transfer to the Stewardship Body/WACT.

### **5. SANG Delivery, Management and Maintenance**

- 5.1. The Owner shall submit to the Borough Council the SANG Creation and Management Plan prior to Commencement of the Development for approval by the Borough Council in writing.
- 5.2. The Owner shall not Occupy or permit Occupation of the Development unless and until the SANG Creation and Management Plan has been approved by the Borough Council in writing.

- 5.3. The Owner shall lay out and make operational and ready for use by the public the Phase 1 SANG in accordance with the SANG Creation and Management Plan prior to first Occupation of the Development.
- 5.4. The Owner shall not first Occupy or permit first Occupation of the Development unless and until it has laid out and made operational and ready for use by the public the Phase 1 SANG in accordance with the SANG Creation and Management Plan.
- 5.5. Prior to first Occupation of any Residential Unit the Owner shall ensure that public access to the Phase 1 SANG is made available and thereafter shall provide public access to the Phase 1 SANG for the lifetime of the Development until any transfer to the Stewardship Body/WACT.
- 5.6. The Owner shall not Occupy or permit Occupation of any Residential Units unless and until public access to the Phase 1 SANG is provided.
- 5.7. From and including first Occupation of the Development the Owner shall manage and maintain the Phase 1 SANG and ensure public access is provided to the Phase 1 SANG in accordance with the SANG Creation and Management Plan unless and until the same is transferred to the Stewardship Body/WACT in accordance with paragraph 6.
- 5.8. In relation to each subsequent Phase the Owner shall, prior to Occupation of any Residential Units within the Phase, submit to the Borough Council for approval in writing evidence that the area of SANG that is required to mitigate the relevant Phase of the Development has been laid out and made operational and ready for use by the public in accordance with the SANG Details.
- 5.9. The Owner shall not Occupy or permit Occupation of any Residential Units within a Phase unless and until the Borough Council has provided approval in writing that the area of SANG required to mitigate the relevant Phase of the Development has been laid out and made operational and ready for use by the public in accordance with the SANG Details.
- 5.10. Prior to first Occupation of any Residential Unit within a Phase the Owner shall ensure that public access to the area of SANG required to mitigate the relevant Phase of the Development is made available and thereafter shall provide public access to that area of SANG for the lifetime of the Development.
- 5.11. The Owner shall not Occupy or permit Occupation of any Residential Units within a Phase unless and until public access to the area of SANG required to mitigate the relevant Phase of the Development is provided.
- 5.12. From and including first Occupation of a further Phase of the Development the Owner shall manage and maintain the relevant area of SANG that has been approved by the Borough Council pursuant to paragraph 5.9 and ensure public access is provided to the same in accordance with the SANG Creation and Management Plan unless and until the same is transferred to the Stewardship Body/WACT in accordance with paragraph 6.

## **6. Transfer of SANG**

- 6.1. Any transfer of any proprietary interest in the SANG (or any part thereof) (whether to the Stewardship Body/WACT or otherwise) shall be in accordance with the SANG Transfer.

**SCHEDULE 10**  
**Community Facilities**

**1. Definitions**

- “Community Building”** a community facility of flexible and multi-purpose uses which is to be constructed in accordance with the Community Building Layout Plan and in a location to be approved by the Borough Council via a reserved matters or planning application but within the Local Centre and which shall be of sufficient size to be used to provide:
- 1) indoor meeting space;
  - 2) community hall with kitchen facilities and laid out as flexible internal space to meet varying needs with storage for tables and chairs;
  - 3) offices for the police (minimum 24m<sup>2</sup> GIA in addition to a dedicated WC AND without duplication of any requirement within Part 2 of Schedule 8)
  - 4) offices for Stewardship Body/WACT (minimum 50sq m GIA);
  - 5) welfare facilities inclusive of “changing places” facility WC (which is a minimum 4m x 3m internal dimension for disabled users;
- PROVIDED THAT the community facility size may be increased to accommodate any additional facilities not listed above but agreed under other Schedules contained in this Deed;
- “Community Building Site”** the site to be made available for the Community Building within the Local Centre the exact location of which is to be agreed with the Borough Council via approval of a Reserved Matters or planning application;
- “Community Building Layout Plan”** the layout plan for the Community Building which shall include:
- 1) Internal general arrangement showing circulation including lift (if over two or more floors);
  - 2) proposed uses and quantum of space for each use;
  - 3) details of access including pedestrian, vehicular and delivery vehicles to enable the Community Building to be operational when first provided;
  - 4) parking provision – including any required pursuant to other schedules;
  - 5) provision of the Community Building equipment;
- and which demonstrates to the Borough Council that the Community Building will be delivered with the necessary facilities provided;
- “Community Building Management Plan”** means the plan including, but not limited to, the following details in respect of the management of the Community Building:-
- 1) anticipated end users for the relevant Community Building facilities;
  - 2) public access arrangements including a requirement that

- the Community Building be available to the general public;
- 3) charging arrangements;
- 4) standards of management and maintenance; and
- 5) hours of use;

**Local Centre Commercial Buildings** means the buildings within the Local Centre of not less than 3,550 sqm GEA of mixed-use commercial floorspace exclusive of residential accommodation which may include (but not be limited to):

- 1) shops (Use Class E) of which at least 280 sq m GIA is required to be convenience food retail floorspace
- 2) a café/restaurant/drinking establishment (Use Class E(b));
- 3) offices (Use Class E(g(i)));
- 4) research and development premises (Use Class E(g(ii)));

**Local Centre** means the area within Neighbourhood Area 2 identified for 'mixed uses' and 'public market square' together with the adjoining green infrastructure on the Land Use Parameter Plan and any public car parking areas associated with any buildings within the Local Centre;

**Local Centre Commercial Buildings Marketing Strategy** means a report with supporting documents provided to the Borough Council identifying the actions which will be undertaken to advertise and promote the Local Centre Commercial Buildings (either in whole or in parts but for the avoidance of doubt excluding the Community Building) which will include (unless otherwise agreed in writing with the Borough Council) but not be limited to:-

- 1) the date of commencement of marketing;
- 2) the details of the type of marketing to be undertaken;
- 3) the details of how the Local Centre Commercial Buildings will be described;
- 4) the details of the range of sales or rental values to be sought for units within the Local Centre Commercial Buildings supported by sufficient evidence of comparable values to demonstrate that the values are not materially greater than the comparable values;
- 5) the details of the size and design of the buildings and units comprising the Local Centre Commercial Buildings together with the phasing of their delivery;
- 6) the details of the uses to which the Local Centre Commercial Buildings can be put;
- 7) the details of the type of tenures available;
- 8) the details of to whom the marketing strategy will be targeted;
- 9) the details of the relevant local geographical area within which the marketing strategy will be targeted;
- 10) the details of the wider geographical area within which the marketing strategy will be focused and the frequency of marketing campaigns;
- 11) the timetable and procedure for notifying the Borough Council via periodic reports of the progress of the marketing

strategy and of interests expressed and of the sale or leasing of units;

- 12) an undertaking to record all expressions of interest and any offers received and to include them as part of any reporting required under this Schedule;

**“Inspection Notice”** a notice issued by the Owner in writing addressed to the Borough Council requesting that the Borough Council conduct an inspection;

**“Local Centre Public Realm”** means the outdoor public spaces comprising but not limited to: public market square; public garden, pedestrian streets, principal mobility hub, public car parks associated with the Local Centre Commercial Buildings and the Community Building and part of the Sustainable Movement Corridor within the Local Centre;

**“Local Centre Public Realm Scheme”** means a scheme setting out the extent of the Local Centre Public Realm to be Practically Completed when the Sustainable Movement Corridor is constructed through the public market square and also alongside each of the Local Centre Commercial Buildings and the Community Building in order to ensure that suitable access for pedestrians and cyclists can be provided in respect of each building;

**“Temporary Community Building”** means a temporary building or the temporary use of part of a permanent building which shall include a kitchen, toilets, office space and activity space for use by the residents of the Development, the Stewardship Body/WACT and Surrey Police and which shall be contained within the area designated for ‘mixed uses’ fronting the neighbourhood square within Neighbourhood Area 1 indicated on the Land Use Parameter Plan;

## **2. Community Building**

- 2.1. The Owner covenants with the Borough Council to submit a Reserved Matters or planning application showing the exact location of the Community Building Site prior to Occupation of the 600<sup>th</sup> (six hundredth) Residential Unit.
- 2.2. The Owner shall prepare and submit to the Borough Council the Community Building Layout Plan and the Community Building Management Plan to support the application pursuant to paragraph 1 of this Schedule to be approved in writing via the grant of Reserved Matters or planning permission.
- 2.3. The Owner covenants prior to Occupation of the 750<sup>th</sup> (seven hundred and fiftieth) Residential Unit to:
  - 2.3.1. Practically Complete the Community Building and make the same available for use in accordance with the approved Community Building Layout Plan (including equipping the Community Building with the Community Building Equipment); and
  - 2.3.2. issue an Inspection Notice to the Borough Council to inspect the Community Building

- 2.4. The Owner will not Occupy or enable to be Occupied more than 750 (seven hundred and fifty) Residential Units until the Community Building has been constructed in accordance with the Community Building Layout Plan.

PROVIDED THAT in respect of paragraphs 3 and 4 of this Schedule in the event that the Healthcare Facility or the Smaller Healthcare Facility is to be constructed as part of the Community Building the Healthcare Facility or the Smaller Healthcare Facility (as applicable) shall be Practically Completed in accordance with the timetable set out in Schedule 5 of this Deed and the Owner shall not be restricted to Occupy more than 750 (seven hundred and fifty) Residential Units if the Healthcare Facility is not Practically Complete at that time.

- 2.5. The Owner and the Borough Council acknowledge that the location and delivery of the Healthcare Facility or Smaller Healthcare Facility (as applicable) is governed by the provisions of Schedule 5.
- 2.6. Following the Practical Completion of the Community Building and until any transfer of the Community Building, the Owner (or the Stewardship Body/WACT after the Stewardship Body/WACT Takeover Date once the transfer of the Community Building has taken place) covenants to manage and maintain the Community Building and ensure that the same is kept open and available for public use in accordance with the Community Building Management Plan for the lifetime of the Development.
- 2.7. The Owner will transfer the Community Building to the Stewardship Body/WACT within thirty (30) Working Days of the later of:
- 2.7.1. notice being given to the Owner by the Borough Council confirming that it is satisfied (acting reasonably and not to be unreasonably withheld or delayed) that the Community Building has been completed in accordance with the Community Building Layout Plan (after the Owner has attended to any remedial matters, where reasonably required); and
- 2.7.2. the Stewardship Body/Takeover Date.

### **3. Local Centre**

- 3.1. For the avoidance of doubt in this paragraph 3 of Schedule 10 references to the 'Local Centre' shall not include the Community Building, the provision of which it is acknowledged to be governed by paragraph 2 of this Schedule 10.
- 3.2. The Owner covenants to submit to the Borough Council the Local Centre Commercial Buildings Marketing Strategy and the Local Centre Public Realm Scheme prior to Occupation of the 240<sup>th</sup> (two hundred and fortieth) Residential Unit for its written approval.
- 3.3. The Owner covenants not to Occupy more than 340 (three hundred and forty) Residential Units until the Local Centre Commercial Buildings Marketing Strategy and the Local Centre Public Realm Scheme have been approved by the Borough Council.
- 3.4. The Owner covenants to implement the Local Centre Commercial Buildings Marketing Strategy as approved by the Borough Council within twenty (20) Working Days of its approval and the grant of Reserved Matters Approval or planning permission for the relevant parts of the Local Centre.
- 3.5. The Owner covenants to provide a periodic report comprising written evidence of the implementation of, compliance with, and results of the Local Centre Commercial Buildings Marketing Strategy to the Borough Council following its implementation pursuant to its procedure for periodically notifying the Borough Council of the progress of the marketing strategy and

interests expressed and of sales or leasing of units until all units within the Local Centre have been first Occupied.

- 3.6. The Owner may seek approval from the Borough Council for changes to the Local Centre Commercial Buildings Marketing Strategy once implemented as part of the procedure for periodic reporting of progress.
- 3.7. The Owner covenants to Practically Complete and make the Local Centre Commercial Buildings available for use as follows:
  - 3.7.1. 25% of the total Local Centre Commercial Buildings GEA incorporating the 280 sq m convenience retail space by 750 Residential Unit Occupations;
  - 3.7.2. 50% of the total Local Centre Commercial Buildings GEA by 1,000 Residential Unit Occupations;
  - 3.7.3. 75% of the total Local Centre Commercial Buildings GEA by 1,250 Residential Unit Occupations;
  - 3.7.4. 100% of the total Local Centre Commercial Buildings GEA by 1,500 Residential Unit Occupations.
- 3.8. The Owner covenants not to Occupy more than the number of Residential Unit Occupations referred to at paragraph 3.7 unless the corresponding percentage of the total Local Centre Commercial Buildings GEA have been Practically Completed and made available for use.
- 3.9. The Owner covenants to Practically Complete the Local Centre Public Realm in accordance with the approved Local Centre Public Realm Scheme.
- 3.10. Following Practical Completion of the Local Centre Public Realm or any part thereof the Local Centre Public Realm as Practically Completed shall be kept in a good state and condition by the Owner (or the Stewardship Body/WACT after the Stewardship Body/WACT Takeover Date in the event that it has then been transferred) for the lifetime of the Development.
- 3.11. The Owner covenants that the sale or lease of any entire Local Centre Commercial Building within the Local Centre shall be on reasonable commercial terms and in the case of a lease be on a full repairing and insuring basis.

#### **4. Borough Council Inspection**

- 4.1. Upon receipt of an Inspection Notice the Borough Council will, in consultation with the Stewardship Body/WACT if operational conduct or commission an inspection of the Community Building as soon as reasonably possible. Within 7 (seven) Working Days of the Borough Council receiving the final report of any inspection referred to above the Borough Council shall provide an inspection report to the Owner together with either confirmation that the relevant building is in a satisfactory condition or notice of any remedial works that are reasonably required to be carried out together with a reasonable period of time within which the remedial works are to be completed in order for the relevant building to be in accordance with the details approved pursuant to this Schedule 10. Where relevant the Borough Council will, in consultation with the Stewardship Body/WACT conduct or commission a further inspection of the relevant building as soon as reasonably possible following notification by the Owner that any required remedial works have been completed and the process described above shall be repeated until the Borough Council has informed the Owner in writing that any remedial works have been completed to the Borough Council's reasonable satisfaction.
- 4.2. The Owner agrees it will pay the Borough Council's reasonable costs within 28 Working Days of the date of any invoice requesting the Owner pay the Borough Council's reasonable costs

associated with inspections and actions on the Borough Council's part under paragraph 4.1 of this Schedule.

**5. Temporary Community Building**

- 5.1. The Owner covenants with the Borough Council to Practically Complete the Temporary Community Building and make the same accessible to the public prior to Occupation of the 50<sup>th</sup> Residential Unit at the Development.
- 5.2. The Owner will not Occupy or enable to be Occupied more than 50 Residential Units until it has provided the Temporary Community Building on the Site.
- 5.3. The Owner shall ensure that such Temporary Community Building (or any alternative Temporary Community Building replacing it approved by the Borough Council in writing) is retained and not removed or rendered inaccessible to the public unless and until the Community Building is completed and available for use.

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## SCHEDULE 11

### Employment and Skills

#### 1. Definitions

- “Construction Phase”** means the period in each Phase of the Development of the building out of the Development from Commencement to a state that is immediately ready for Occupation;
- “Employment and Skills Plan” or “ESP”** means a plan setting out a package of measures including targets and initiatives aimed at offering training, employment, skills and apprenticeship opportunities to Guildford Residents which among other things shall (unless otherwise agreed in writing with the Borough Council) include details of:
- 1) how the Owner and its Employers will work directly with Employment, Skills and Training Agencies to provide training, employment, skills and apprenticeship opportunities for Guildford Residents;
  - 2) how the Owner and/or its Employers will notify local Employment, Skills and Training Agencies of training, employment, skills and apprenticeship opportunities arising in connection with the Development;
  - 3) curriculum support activities with schools and further and higher education providers;
  - 4) timing and arrangements for implementation of the plan;
  - 5) a mechanism(s) for monitoring the effectiveness of initiatives;
  - 6) how the Owner will report on the effectiveness of initiatives;
  - 7) provision for payment of the Borough Council's reasonable costs for monitoring compliance, review of performance and consideration and agreement to any variation/s of the approved ESP
- “Employers”** means employers involved in employing the workforce during the Construction Phase;
- “Employment, Skills and Training Agencies”** means local employment and/or training agencies including but not limited to Jobcentre Plus and such other voluntary and private sector providers of employment and skills training and opportunities and universities colleges of further education and sixth form colleges as shall be approved by the Borough Council;
- “Guildford Residents”** means persons residing within the geographical boundaries of Guildford Borough Council;

#### 2. Approval of the Employment and Skills Plan

- 2.1. Not less than eight weeks prior to Commencement the Owner shall submit to the Borough Council for approval the Employment and Skills Plan.

- 2.2. The Owner shall not Commence or permit Commencement of the Development unless and until an Employment and Skills Plan has been approved by the Borough Council PROVIDED THAT in the event that the Borough Council does not respond following the submission of the Employment and Skills Plan within 40 Working Days of submission the Employment and Skills Plan shall be deemed to have been approved in the form submitted.
- 2.3. The Owner shall use Reasonable Endeavours to comply with the approved Employment and Skills Plan (including any variations to the ESP as agreed in writing between the Owner and the Borough Council) and to achieve and/or deliver the targets and initiatives set out therein.

### **3. Monitoring and Compliance**

- 3.1. Within one month of being required to do so by the Borough Council the Owner shall attend a meeting with the Borough Council to review the performance of the Owner in comparison with the approved Employment and Skills Plan PROVIDED THAT no more than two meetings shall be required in any year and if requested by the Borough Council the Owner shall 5 Working Days in advance of any such meeting provide to the Borough Council evidence of compliance with paragraph 2.3 of this Schedule.
- 3.2. The Owner shall submit to the Borough Council (or procure the submission of) no later than 3 months after the end of the Construction Phase a final report (or reports as necessary) demonstrating the Owner's compliance over the course of the Construction Phase with paragraph 2.3 of this Schedule.

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## SCHEDULE 12 Energy Centre

### 1. Definitions

- "Alternative Low Carbon Technology"** means an alternative means of providing buildings within the Development with low carbon energy which may include an on plot form of low carbon technology capable of providing buildings with heat and hot water;
- "Energy Centre"** means a District heat and hot water hub in the location shown indicatively on the Land Use Parameter Plan to generate heat and hot water using Low Carbon Technology;
- "Energy Operator"** the operator of the Energy Centre;
- "Energy Scheme"** means the energy scheme which shall:
- 1) provide details of how from Practical Completion of the first building within the Development low carbon heating and hot water will be delivered to the buildings within the Development by a Heat and Hot Water Network (supplied by the Energy Centre) and/or an Alternative Low Carbon Technology;
  - 2) provide the location of the Energy Centre;
  - 3) demonstrate how the Energy Centre (if relevant) would be able to provide a Low Carbon Technology heating solution to those parts of the A35 Allocation Area other than the Development (such provision to be agreed on commercial terms with any 3<sup>rd</sup> party land owner contained within the A35 Allocation Area);
  - 4) demonstrate that any charging to occupiers of residential buildings within the Development or A35 Allocation Area other than the Development will have regard to the Reference Heat Cost; and
  - 5) set out the procedure for any occupier of a Residential Unit in the form of a house to opt out of the Heat and Hot Water Network provided the Owner has demonstrated to the satisfaction of the Borough Council that they propose an alternative low carbon arrangement for heat and hot water but for the avoidance of doubt this provision shall not apply to any building comprising multiple residential units or any non-residential building;
- "Heat and Hot Water Network"** means the Heat and Hot Water Network which distributes heat and hot water from the Energy Centre to the buildings within the Development;
- "Heat Trust Calculator"** means the calculator produced by the Heat Trust who is an independent non-profit consumer champion for heat networks based at 6th Floor, 10 Dean Farrar Street, London, SW1H 0DX (or subsequent Regulator);

- "Low Carbon Technology"** low carbon technology which will generate heat and hot water supply to the Development;
- "Reference Heat Cost"** means the total cost of heat for a residential unit as determined by the Heat Trust Calculator;

## **2. Energy Scheme**

- 2.1. Prior to or simultaneous with the submission of the 1<sup>st</sup> Reserved Matters Application the Owner shall submit to the Borough Council for written approval an Energy Scheme for the Site, which shall include the provision of low carbon energy supplied by the Energy Centre unless changes introduced by the Government indicate that the provision of the Energy Centre is no longer desirable as a means of providing low carbon energy to the Development and the Borough Council agree that no Energy Centre is required.
- 2.2. Save in the circumstances mentioned in paragraph 2.1 where an Energy Centre is no longer required, the Owner shall not design and/or construct the Development otherwise than including all necessary measures to enable future connection to the Energy Centre.
- 2.3. There shall be no Commencement of Development other than the SANG unless and until the Borough Council has approved the Energy Scheme.
- 2.4. Following approval of the Energy Scheme by the Borough Council the Owner shall implement the approved scheme for the lifetime of the Development.
- 2.5. Once the Energy Centre is operational the Owner shall at a time of its choosing be able to transfer the freehold of the Energy Centre to the Stewardship Body/WACT and the Stewardship Body/WACT shall accept such transfer at nil consideration.
- 2.6. Throughout the lifetime of the Development the Owner shall in order to adapt to changing technology and demand have the ability to amend the Energy Scheme with the written approval of the Borough Council.
- 2.7. The Owner shall use Reasonable Endeavours to connect on commercial terms to those parts of the A35 Allocation Area other than the Development as reasonably requested by any 3<sup>rd</sup> party owner of any part of the A35 Allocation Area.

## SCHEDULE 13 Stewardship

### 1. Definitions

- “Community Infrastructure”** means all those parts of the infrastructure over the Site and associated with the Development including items to be approved by Planning Conditions pertaining to the area of full Permission and by Reserved Matters Applications pertaining to the area of outline Permission which are to be owned, managed and maintained by the Stewardship Body/WACT including:
- 1) SANG including
    - a) landscape elements including trees in all types of landscape setting
    - b) Boundary treatments
    - c) car park east
    - d) car park west
    - e) dog training area
    - f) all furniture and signage
    - g) circular paths and cycle trails
    - h) Boardwalks in the Southern SANG
    - i) veteran trees in Southern SANG
    - j) buildings to accommodate education facilities, storage and café
  - 2) dog washing facilities
  - 3) maintenance depot
  - 4) Public Open Spaces within Neighbourhood Areas including:
    - a) Local Centre / Market Square
    - b) three Neighbourhood Squares
    - c) four key Neighbourhood Green Spaces
  - 5) Local Parks and Play space including:
    - a) West Park
    - b) Eastern-most Park and Recreation Area
    - c) MUGA
    - d) NEAP
    - e) LEAPS
    - f) LAPS
  - 6) Public Realm and other publicly accessible open spaces including:
    - a) informal incidental green spaces and landscaping within residential areas
    - b) Street trees and verges
    - c) Broadwalk
    - d) street furniture
    - e) ponds or water features
    - f) sports pitches
    - g) Allotments
  - 7) Unadopted Highway including:
    - a) toads, communal accesses, shared pedestrian cycle areas and paths
    - b) street furniture
    - c) lighting
    - d) car parks and associated infrastructure
  - 8) Public Art

- 9) SUDS and Swales
- 10) Community Centre(s)
- 11) all sports facilities including:
  - a) Sports Pavilion
  - b) grass pitches
  - c) artificial pitches
  - d) tennis courts
- 12) Allotments and community gardens and orchards and any other public benefit assets and/or services provided by the Stewardship Body/WACT;

<b>“Final Stewardship Body/WACT Scheme”</b>	means the final Stewardship Body/ WACT Scheme for the Stewardship Body/WACT Takeover Date;
<b>“IPFF”</b>	means the WACT In Perpetuity Funding Statement including amendment/addendum to that provided in draft at Annexure T;
<b>“Material Breach”</b>	means actions by or on behalf of the Owner or the Stewardship Body/WACT which result in a material failure to achieve the Stewardship Body/WACT Functions (or any one or more of them) and/or has had or would or could have a serious adverse effect on the financial security of the Stewardship Body/WACT affecting its ability to fulfil the Stewardship Body/WACT Functions and/or the physical appearance and condition of any the Community Infrastructure (including the services provided by the Stewardship Body/ WACT);
<b>“Poor Performance”</b>	means actions by or on behalf of the Owner or the Stewardship Body/WACT which result in a failure to maintain any or all of the Community Infrastructure to the specifications set out in the Stewardship Body/WACT Scheme and which specifications relate to: (h) <i>“for the permanent management and maintenance specifications for the Community Infrastructure, including frequency of inspections and maintenance and standard of maintenance and repair/refurbishment replacement”</i> (including the services provided by the Stewardship Body/ WACT);
<b>“Stewardship Body/WACT Functions”</b>	means a plan for the following roles and responsibilities in relation to the Development on the Site to be performed by the Stewardship Body/ WACT:- <ol style="list-style-type: none"> <li>1) to assume ongoing responsibility integrated and coordinated across the Site for the management and maintenance of all of the Community Infrastructure, associated with the Development;</li> <li>2) to liaise with the County Council in respect of the operation of the Bus Services or to manage a contract with a private bus operator directly;</li> <li>3) to promote informal and formal forms of community governance;</li> <li>4) to promote the vision of the A35 Policy Settlement encompassing the Development to its residents and businesses;</li> </ol>

- 5) to promote commercially viable social enterprise, economic development and job creation including the use of the Community Facilities;
- 6) to promote development of social networks and health and wellbeing of the community within the A35 Policy Settlement encompassing the Development including community development initiatives, activities and events;
- 7) supporting sustainable transport including inter alia a monitor and manage strategy indicatively as at Annexure V or otherwise as agreed with the County Council from time to time;
- 8) coordinating and carry out any monitoring requirements that are for the Stewardship Body/WACT set out in the Section 106 (being this Deed);
- 9) manage and maintain all aspects of the 'Endowment Properties (that includes any and all Residential Units and/all other commercial properties transferred to the Stewardship Body/WACT and let as sources of revenue for the Stewardship Body/WACT);
- 10) manage and maintain unadopted highway and associated lighting and public art;
- 11) parking enforcement on all unadopted land;
- 12) manage delivery of the SAMM Plus measures;

**“Stewardship Body/ WACT Memorandum and Articles of Association”**

means the memorandum and articles of association (or equivalent) about the running of the Stewardship Body/WACT, including the WACT Management, that amongst other things must provide for compliance with the Stewardship Body/ WACT Scheme including;

- 1) the processes and systems required by the Borough Council before and after the Stewardship/WACT Takeover Date in respect to which inadequate Stewardship Body/WACT performance represents a Material Breach;
- 2) the processes and functions required by the Borough Council before and after the Stewardship/WACT Takeover Date should the Stewardship Body/WACT go into liquidation or otherwise is insolvent and/or ceases to exist and another Stewardship /WACT is not immediately put into place; and
- 3) the processes and functions that shall allow it (subject to the terms of Schedule 6 Part 2) to become a manager of the Gypsy and Traveller Pitches;

and without fettering the Borough Council's approval under paragraph 3.1 of this Schedule the IPFF is appended to this Deed in draft at Annexure U to reflect Owner's proposals in respect of the above;

**“Stewardship Body/WACT Scheme”**

means the business plan and scheme setting out the objectives and strategies for achieving the Stewardship Body/WACT Functions in particular a scheme to provide for:

- 1) the funding of the Community Infrastructure (including the funding to be inherited by the Stewardship Body/WACT on the Stewardship Body/WACT Takeover Date);

- 2) setting the level of any charges and who shall pay such charges for helping fund the maintenance of the Community Infrastructure, in each case within or serving the Development;
- 3) ensuring that the level of any such charges levied against the Community Facilities and other public benefit assets in each case within or serving the Development shall not materially affect the ability of these facilities to remain affordable for the Occupiers/Users of the facilities and the permitted uses of such facilities;
- 4) explanation as to all other sources of income generation available to the Stewardship Body/WACT;
- 5) a mechanism for the Borough Council to serve written notice on the Stewardship Body/WACT (at any time) in connection with Poor Performance of the Stewardship Body/WACT in carrying out and fulfilling the Stewardship Body/WACT Functions requiring a Borough Council approved remedial action plan for compliance by the Stewardship Body/WACT to the satisfaction of the Borough Council;
- 6) where there are insufficient funds in the Stewardship Body/WACT and/or failure of the Stewardship Body/WACT Management before and after the Stewardship Body/WACT Takeover Date to fulfil the Stewardship Body/WACT Functions and in connection with a Material Breach of the provisions of this Schedule 13 the mechanisms to remedy the funding position and to remedy such breaches including:
  - a) the processes and systems required by the Borough Council before and after the Stewardship Body/WACT Takeover Date for where the Stewardship Body/WACT materially fails to perform the Stewardship Body/WACT Functions;
  - b) process and functions required by the Borough Council before and after the Stewardship Body/WACT Takeover Date for where the Stewardship Body/WACT goes into liquidation or otherwise is insolvent or ceases to exist and a replacement Stewardship Body/WACT with adequate funding to perform the Stewardship Body/WACT Functions is not immediately put into place;
- 7) in respect of (6) and (a) (b) the mechanisms (to be approved by the Borough Council) may include security measures and (in the instance of (a) only) bonding (by the Owner prior to the Stewardship Body/WACT Takeover Date only) and step-in arrangements for the Borough Council and (6) and (a) and (b) shall provide for the Borough Council and the County Council reasonably incurred costs to be paid for by the Stewardship Body/WACT within 28 days of the date of any such written demand for payment;
- 8) dedicated secured allocation of funding for management and maintenance of the all the defined Community Infrastructure (including full details of the permanent management and maintenance specifications for the Community Infrastructure, including frequency of inspections and maintenance and



standard of maintenance and repair/refurbishment replacement to be achieved and maintained) and demonstrating how funding for the maintenance of the SANG, the SAMM Plus Scheme (as informed by the document attached to this Deed at Annexure R) and Bus Subsidy is prioritised, adequately protected and secured for these specific purposes;

- 9) providing for details of the insurances as appropriate in respect of use of and damage by risks reasonable to insure against regarding the Community Infrastructure,
- 10) ensuring maintenance of Community Infrastructure and to the extent proposed to be managed or controlled by the Stewardship Body/WACT, all associated infrastructure and related services including access, utilities, energy and sewerage/drainage infrastructure are integrated across the Site so far as reasonably practicable without any unreasonable restriction or impediment and without any ransom between Reserved Matters Approval areas or landsite ownerships;
- 11) including proposed on-site presence, dedicated staff, arrangements for both office hours and out of office hours, emergency contact details, constitution, composition, objectives, responsible person and management arrangements;
- 12) enforce the obligation that owner/s of each Residential Unit and business occupiers pay the relevant charges forming part of the Stewardship Body/WACT Scheme to the Stewardship Body/WACT
- 13) details of interim arrangements for managing and maintaining the Community Infrastructure including details of any initial composition of a governance structure of the Stewardship Body/WACT until the Stewardship Body/WACT Takeover Date during the course of the phased construction and occupation of the Development pending the Stewardship Body/ WACT Takeover Date;

and without fettering the Borough Council's approval under paragraph 3.1 of this Schedule the IPFF is appended to this Deed in draft at Annexure T to reflect Owner's proposals in respect of the above;

**“Stewardship Management”** **Body/WACT** means the Stewardship Body/ WACT management structure and arrangements as approved by the Borough Council in accordance with this Schedule;

**“Stewardship Takeover Date”** **Body/WACT** means the date no sooner than the Practical Completion of the Community Infrastructure, approved in writing by the Borough Council in the Stewardship Body/WACT Takeover Approval Notice, that the Stewardship Body/ WACT is sufficiently funded and endowed in accordance with the Stewardship Body/WACT Scheme to enable fulfilment of the Stewardship Body/ WACT Functions in accordance with the Stewardship Body/WACT Scheme;

**“Stewardship Body/WACT Takeover Approval Notice”** means the Borough Council's confirmation notice of the Stewardship Body/ WACT Takeover Date;

**“Stewardship Body/WACT Working Group”** means a working group chaired by the Owner and composed of representatives invited from relevant stakeholders approved in consultation with the Borough Council for the purpose of discussing and informing the documents referred to at paragraph 2.1 of this Schedule

## **2. Purpose of this Schedule**

2.1. The Parties agree that:

- 2.1.1. the provisions contained in this Schedule provide for establishing the Stewardship Body/WACT as a legal entity and for the Stewardship Body/ WACT Management to be approved;
- 2.1.2. the purpose of the Stewardship Body/WACT is to fulfil the Stewardship Body/WACT Functions in accordance with the Stewardship Body/WACT Scheme providing for and maintaining the Community Infrastructure;
- 2.1.3. the Stewardship Body/WACT Scheme is the business plan setting out the objectives and strategies for the Stewardship Body/WACT Functions including providing adequate and secured funding for fulfilment of the Stewardship Body/WACT Functions;
- 2.1.4. until the Stewardship Body/WACT Takeover Date, confirmed in the Borough Council Stewardship Body/WACT Takeover Approval Notice, the Owner shall be responsible for fulfilling the Stewardship Body/ WACT Functions in accordance with the Stewardship Body/WACT Scheme; and
- 2.1.5. from Stewardship Body/WACT Takeover Date the Stewardship Body/WACT will be responsible for fulfilling the Stewardship Body/ WACT Functions in accordance with the Stewardship Body/WACT Scheme without the involvement of the Owner.

## **3. WACT Working Group**

3.1. The Owner covenants no later than 12 months after the Commencement of Development to establish the Stewardship Body/WACT Working Group which shall discuss the structure of the:

- 3.1.1. Stewardship Body/WACT;
- 3.1.2. the Stewardship Body/ WACT Management;
- 3.1.3. the Stewardship Body/WACT Memorandum and Articles of Association; and
- 3.1.4. the Stewardship Body/WACT Scheme.

3.2. The Owner covenants not to Occupy the Development unless;

- 3.2.1. the Stewardship Body/WACT Working Group has been established;

## **4. Establishment of the WACT**

4.1. The Owner covenants not to Occupy any part of the Development until the Borough Council has given its written approval:-

- 4.1.1. to the final form of the Stewardship Body/WACT and this has been duly constituted and incorporated;

- 4.1.2. to the Stewardship Body/WACT Management;
- 4.1.3. to the Stewardship Body/WACT Scheme; and
- 4.1.4. to the Stewardship Body/WACT Memorandum and Articles of Association.

**5. Owner responsibilities until the Stewardship Body/WACT Takeover Date**

5.1. The Owner covenants:

- 5.1.1. for the period from Occupation of the Development until the Stewardship Body/WACT Takeover Date to fulfil all of the Stewardship Body/WACT Functions including for the avoidance of doubt securing adequate funding for all the Stewardship Body/WACT Functions which the Owner can facilitate through the Stewardship Body/WACT;
- 5.1.2. to comply with the Stewardship Body/WACT Scheme provided that this does not prevent the Borough Council from exercising any rights it has under the approved Stewardship Body/WACT Scheme in respect of any Material Breach of the Stewardship Body/ WACT Functions and any Stewardship Body/WACT Scheme provisions where there are insufficient funds in the Stewardship Body/WACT;
- 5.1.3. to facilitate the functions of the Stewardship Body/WACT the Owner may transfer ownership to the Stewardship Body/WACT such parts of the Site as it considers beneficial to do so to enable the Stewardship Body/WACT to perform the Stewardship Body/WACT Functions provided that this does not prevent the Borough Council from exercising any rights it has under the approved Stewardship Body/WACT Scheme in respect of any Material Breach of the Stewardship Body/WACT Functions and any Stewardship Body/WACT Scheme provisions where there are insufficient funds in the WACT; and
- 5.1.4. until the date of the final Occupation within three months of the end of each accounting year of the Stewardship Body/WACT (or such other annual date as may be agreed in writing by the Borough Council):-
  - 5.1.4.1. to provide to the Borough Council the Stewardship Body/ WACT Scheme information for the following 12 months showing the anticipated income (including from any charges levied and other income generated), anticipated expenditure, together with evidence satisfactory to the Borough Council of such anticipated income and anticipated expenditure;
  - 5.1.4.2. to provide to the Borough Council details of how any shortfall between the anticipated income and the anticipated expenditure will be addressed;
  - 5.1.4.3. to provide to the Borough Council details of dedicated secured allocation of funding under the Stewardship Body/WACT Scheme for maintenance of the Community Infrastructure and delivery of the Stewardship Body/WACT Functions including demonstrating how funding for the maintenance of the SANG, the SAMM Plus Scheme and Bus Subsidy is adequately prioritised, protected and secured for these specific purposes;
- 5.1.5. unless otherwise agreed in writing with the Borough Council to provide to the Borough Council the annual management accounts for the Stewardship Body/ WACT within three months of the end of each financial year approval of those accounts.

5.2. The Owner covenants to not relinquish or replace its responsibility for fulfilling the Stewardship Body/ WACT Functions and/or to transfer any parts of the Site intended to be transferred to the

Stewardship Body/WACT to any other entity's body's or person's interest unless the Borough Council (and County Council where relevant to the Bus Subsidy) have approved in writing any such new entity body or person.

- 5.3. Prior to the Stewardship Body/WACT Takeover Date the Owner shall:
- 5.3.1. provide to the Borough Council the Final Stewardship Body/WACT Scheme for the Borough Council's approval in order to demonstrate to the Borough Council how the Stewardship Body/WACT will be appropriately funded via the Stewardship Body/WACT Scheme as at the Stewardship Body/ WACT Takeover Date; and
  - 5.3.2. supply to the Borough Council such evidence as the Borough Council may reasonably require, including an independent audit report, to demonstrate to the Borough Council's reasonable satisfaction that the Stewardship Body/WACT as at the Stewardship Body/WACT Takeover Date is sufficiently funded and endowed in accordance with the Stewardship Body/WACT Scheme to enable fulfilment of the Stewardship Body/ WACT Functions; and
  - 5.3.3. provide to the Borough Council for the Borough Council's approval sufficient information and evidence to demonstrate that as at the Stewardship Body/ WACT Takeover Date all the Community Infrastructure is to a suitable standard and condition.

**6. Functions of the Stewardship Body/WACT Post the Stewardship Body/WACT Takeover Date**

- 6.1. The Stewardship Body/WACT (as successor in title to the Owner of the Community Infrastructure) covenants that it shall:
- 6.1.1. carry out the Stewardship Body/WACT Functions in accordance with the Borough Council approved Stewardship Body/ WACT Management, Stewardship Body/WACT Memorandum and Articles of Association and Final Stewardship Body/ WACT Scheme; and
  - 6.1.2. unless otherwise agreed in writing with the Borough Council provide to the Borough Council the annual management accounts for the Stewardship Body/ WACT within 3 months of the end of each financial year approval of those accounts.

**7. Failures in performance of the Stewardship Body/WACT under the control of the Owner before the Stewardship Body/WACT Takeover Date**

- 7.1. The Owner covenants to comply with the Stewardship Body/WACT Scheme with regards to the processes for failure of the Stewardship Body/ WACT to fulfil the Stewardship Body/WACT Functions and for Material Breach of the Stewardship Body/WACT functions and any Stewardship Body/WACT Scheme provisions where there are insufficient funds in the Stewardship Body/WACT for performance of the Stewardship Body/WACT Functions.
- 7.2. The Owner covenants to comply with Stewardship Body/WACT Scheme governing the processes where the Stewardship Body/WACT goes into liquidation or is otherwise insolvent or ceases to exist and a replacement Stewardship Body/WACT with adequate funding to perform the Stewardship Body/ WACT Functions is not immediately put into place to fulfil the Stewardship Body/WACT Functions and where there is a Material Breach of the Stewardship Body/WACT functions and any Stewardship Body WACT Scheme provisions where there are insufficient funds in the Stewardship Body/WACT for performance of the Stewardship Body/WACT Functions.

7.3. The Owner covenants to comply with the Stewardship Body/WACT Scheme with regards to the mechanism and processes for dealing with Poor Performance of the Stewardship Body/WACT in fulfilment of the Stewardship Body/ WACT Functions.

**8. Failures in performance of the Stewardship Body/WACT post the Stewardship Body/WACT Takeover Date**

8.1. The Stewardship Body/WACT as successor in title to the Owner of the Community Infrastructure will comply with the Stewardship Body/WACT Scheme with regards to the processes for failure of the Stewardship Body/WACT to fulfil the Stewardship Body/WACT Functions and for Material Breach of the Stewardship Body/ WACT functions and any Stewardship Body/WACT Scheme provisions where there are insufficient funds in the Stewardship Body/WACT for performance of the Stewardship Body/WACT Functions.

8.2. The Stewardship Body/WACT as successor in title to the Owner of the Community Infrastructure will comply with Stewardship Body/WACT Scheme which shall govern the processes where the Stewardship Body/WACT goes into liquidation or is otherwise insolvent.

8.3. The Stewardship Body/WACT as successor in title to the Owner of the Community Infrastructure will comply with the Stewardship Body/ WACT Scheme with regards to the mechanism and processes for dealing with Poor Performance of the Stewardship Body/ WACT in fulfilment of the Stewardship Body/WACT Functions.

**9. Other Matters**

9.1. The Owner and/or the Stewardship Body/WACT(as applicable) may submit a revised version of the Stewardship Body/WACT Scheme for the Borough Council's approval in writing from time to time and for the avoidance of doubt only if the Borough Council approves in writing a revised Stewardship Body/WACT Scheme shall this supersede and replace any former Borough Council approved Stewardship Body/WACT Scheme.

9.2. The Owner and/or the Stewardship Body/WACT (as applicable) shall be responsible for payment of the Borough Council's (and County Council's where relevant to the bus subsidy) reasonable costs incurred in association with considering any revision to the Stewardship Body/WACT Scheme within 28 days of the date of any such written demand for payment.

9.3. In respect of each Reserved Matters Approval or planning permission pertaining to the Development, the Owner shall ensure that a Stewardship Body/WACT marketing and membership welcome pack is provided to the first purchaser or tenant/occupier of the relevant Residential Unit or in the case of an Affordable Housing Unit provided to the relevant Affordable Housing Provider as soon as reasonably practicable.

## SCHEDULE 14

### Part 1 - Ecology – Skylark Mitigations and Biodiversity Net Gain

#### 1. Definitions

<b>"Confirmatory Deed"</b>		means a Deed pursuant to section 106 of the 1990 Act and any other powers which binds the Skylark Compensation Land (and any other land required for the purposes of mitigation) and which includes terms to use the land in accordance with the Skylark Method Statement;
<b>"Northern SANG"</b>		the Phase 1 Northern SANG as identified on the SANG Phasing Plan;
<b>"Skylark Method Statement"</b>	<b>Method</b>	means the document approved by the Borough Council pursuant to any Planning Condition on the Planning Permission which sets out the proposed mitigation to address the impact of the Development on skylark populations at the Site;
<b>"Skylark Compensation Land"</b>	<b>Compensation</b>	means an area of land outside of the Site approved in writing by the Borough Council as being suitable for skylark compensation land based upon the approved Skylark Method Statement and which the Owner may propose as the land at Blackmoor Farm identified on the plan provided at Annexure W;

#### 2. Skylark Mitigation

- 2.1. In the event a Skylark Method Statement includes mitigation to be provided off the Development Site in relation to skylarks then the Owner covenants not to Commence the Northern SANG unless and until the Skylark Compensation Land (or any other land which may be required as mitigation) has been secured by way of a Confirmatory Deed.
- 2.2. The Owner covenants that is shall be responsible for payment of the Borough Council's reasonable administrative and legal costs associated with the negotiation and/or preparation and/or review and (as necessary) execution of the Confirmatory Deed.
- 2.3. Subject to receipt of reasonable prior notice the Owner shall allow authorised officers of the Borough Council to enter onto and inspect the Skylark Compensation Land at all reasonable hours between Monday – Friday subject to:
  - 2.3.1. the Borough Council complying with all health and safety requirements required by the Owner;
  - 2.3.2. all inspections being undertaken on foot; and
  - 2.3.3. the Borough Council not deterring or interfering with the skylarks nesting on the Skylark Compensation Land.
- 2.4. For the avoidance of doubt, in the event that the Skylark Method Statement does not require the use of the Skylark Compensation Land, then the obligations in this Schedule 14 shall determine and cease to have legal effect.

## Part 2 - BIODIVERSITY NET GAIN

### 1. Definitions

- "Approved Professional"** means a qualified ecologist;
- "Biodiversity Net Gain Monitoring Report"** means a written report prepared by the Approved Professional following a Site visit demonstrating full compliance with the Site Wide Biodiversity Net Gain Strategy relating to the Phase and including, but not limited to:
- 1) assessment of habitats against the objectives defined in the Biodiversity Net Gain Monitoring and Management Plan;
  - 2) any presence recorded of target species as defined in the Biodiversity Net Gain Monitoring and Management Plan;
  - 3) date stamped photos accompanied by detailed site notes on extent of growth and condition using indicators in the approved Biodiversity Net Gain Monitoring and Management Plan with any other notes of interest;
  - 4) if the target species or habitat as defined in the Biodiversity Net Gain Monitoring and Management Plan is not present provide detailed site notes on factors that are hindering or could hinder the growth or establishment of that target species or habitat;
  - 5) detailed specific recommendations (where appropriate) on management actions to promote growth and /or establishment of target species and /or habitats as defined in the Biodiversity Net Gain Monitoring and Management Plan including timescales for undertaking actions and marked site plans to show the actions;
  - 6) photographs for the fixed monitoring points detailed in the approved Biodiversity Net Gain Monitoring and Management Plan using high quality images;
- "Site Wide Biodiversity Net Gain Strategy"** means the Site Wide Biodiversity Net Gain Strategy relating to the Site approved under the relevant Planning Condition of the Planning Permission;

### 2. Site Wide Biodiversity Net Gain Strategy

- 2.1. The Owner (which from the WACT Takeover Date shall be the Stewardship Body/WACT) covenants with the Borough Council in respect of each Phase:
- 2.1.1. to implement in full and thereafter comply with the Site Wide Biodiversity Net Gain Strategy from the date of Occupation of the final Residential Unit within the related Phase and thereafter in perpetuity;
  - 2.1.2. no later than Occupation of the final Residential Unit to be Occupied within a relevant Phase or the completion of that Phase or of any part of a Phase including the SANG (whichever is the earlier) and thereafter for the next 4 (four) years on an annual basis:

- 2.1.2.1. to engage the Approved Professional to undertake monitoring of the Site by way of a physical Site visit to ensure compliance with the Site Wide Biodiversity Net Gain Strategy;
  - 2.1.2.2. to submit to the Borough Council the Biodiversity Net Gain Monitoring Report for approval by the Borough Council in writing; and
  - 2.1.2.3. to comply with any recommendations contained within the Biodiversity Net Gain Monitoring Report as approved by the Borough Council in writing.
- 2.1.3. Following the first 5 (five) years of monitoring of each Phase in accordance with paragraph 2.1.2 above, thereafter every 5 (five) years until 30 (thirty) years from the date of the first Biodiversity Net Gain Monitoring Report to comply with paragraphs 2.1.2.1 – 2.1.2.3 above.

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**SCHEDULE 15**  
**In-Vessel Composting Facility**

**1. Definitions**

<b>“Commencement”</b>	means for the purposes of this Schedule commencement of the Development pursuant to the Permission by the carrying out of any material operation within the meaning of Section 56(4)(a) to (c) of the 1990 Act which shall include demolition and “Commence” and “Commencement” and cognate expressions will be interpreted in accordance with this definition;
<b>“IVC Development”</b>	means the development permitted by the IVC Permissions;
<b>“IVC Permissions”</b>	means the IVC Appeal Permission and the IVC Section 73 Permission;
<b>“IVC Appeal Permission”</b>	means the planning permission granted on 8 March 2010 by the Secretary of State on appeal given ref. APP/B3600/A/09/2098568 for the construction of a fully enclosed in-vessel composting facility for the reception and processing of green, kitchen and animal wastes on a site of approximately 16.75ha, comprising; a composting building, control office, car parking facilities, landscaping, internal access roads, rainwater storage tank, leachate storage tank, package sewage treatment, diesel storage tank, attenuation pond, perimeter fencing, and new access off the A3 Ockham roundabout. (amended and additional information received 06/10/08) a Land at Wisley Airfield, Elm Corner, Ockham, Woking, GU23;
<b>“IVC Section 73 Permission”</b>	means the planning permission granted on 1 August 2012 pursuant to section 73 of the 1990 Act by the County Council which varies Condition 10 of the IVC Appeal Permission (County Council ref. 2012/0034/ and Borough Council ref. 12/P/00533);

**2. In-Vessel Composition Facility**

- 2.1. The Owner covenants that if the Development is Commenced it will not continue with any further development or permit or allow any further development of the IVC Development.

**SCHEDULE 16**  
**Councils' Covenants**

**Part 1 – Borough Council's Covenants**

**1. The Borough Council's covenants**

1.1. The Council covenants with the Owner as follows:

- 1.1.1. on receipt the Borough Council shall pay all Borough Council Contributions received from the Owner into an interest bearing bank account;
- 1.1.2. the Borough Council shall apply the Borough Council Contributions only for the purposes set out in this Deed and for no other purpose;
- 1.1.3. on receipt of the Policing Contribution and on receipt of an invoice from Surrey Police requesting the Policing Contribution either in part or in full and for the purposes specified in this Deed the Council shall pay the Policing Contribution to Surrey Police.
- 1.1.4. in the event that any part of any Borough Council Contribution has not been spent, transferred or committed for expenditure in accordance with this Deed within 15 years from the date of receipt by the Council of any contribution or where a contribution is paid in instalments within 15 years from the date of receipt by the Borough Council of the final instalment the Borough Council shall on written request from the payer having first deducted its reasonable administrative fees repay any such unspent monies together with accrued interest to whichever person paid that contribution.

1.2. Where the agreement, approval, consent, confirmation of expression of satisfaction is required from the Borough Council such agreement, approval, consent, confirmation of expression of satisfaction shall not be unreasonably withheld or delayed and shall be given in writing unless expressly allowed for otherwise under the terms of this deed.

1.3. Where the Borough Council appoints any External Consultant(s) they will first obtain up to 3 quotes for the tasks and functions to be performed by the External Consultant(s) and will share this information with the Owner BUT FOR THE AVOIDANCE OF DOUBT nothing in this clause fetters the Borough Council's discretion acting reasonably to appoint an External Consultant of their choosing at any time and the proper and reasonable costs of any such appointment shall be paid to the Borough Council in accordance with Schedule 1, Part 1 (Borough Council Monitoring fees) paragraph 2.2 .

## Part 2 – County Council’s Covenants

### 1. The County Council's covenants

- 1.1. The County Council covenants with the Owner as follows:
  - 1.1.1. on receipt the County Council shall pay all County Council Contributions received from the Owner into a bank account;
  - 1.1.2. the County Council shall apply the County Council Contributions only for the purposes set out in this Deed and for no other purpose;
  - 1.1.3. in the event that any part of any County Council Contributions has not been spent, transferred or committed for expenditure in accordance with this Deed within 15 years from the date of receipt by the County Council of any contribution or where a contribution is paid in instalments within 15 years from the date of receipt by the County Council of the final instalment the County Council shall on written request from the payer having first deducted its reasonable administrative fees repay any such unspent monies together with accrued interest to whichever person paid that contribution.
- 1.2. Where the agreement, approval, consent, confirmation of expression of satisfaction is required from County Council such agreement, approval, consent, confirmation of expression of satisfaction shall not be unreasonably withheld or delayed and shall be given in writing unless expressly allowed otherwise.

DRAFT



Executed as a deed by affixing  
THE COMMON SEAL of **THE COUNCIL** )  
**OF THE BOROUGH OF GUILDFORD** )  
in the presence of: )  
 )  
The Mayor

Authorised Signatory

Executed as a deed by **WISLEY** )  
**PROPERTY INVESTMENTS LIMITED** a )  
company incorporated in the Cayman )  
Islands by [ ] and )  
[ ] being )  
persons who, in accordance with the laws of )  
that territory, are acting under the authority of )  
the company:

Name  
Signature

Name  
Signature

**EXECUTED as a DEED by** )  
**VIVID HOUSING LIMITED** )  
**Acting by its attorney Trowers** )  
**& Hamlins LLP under a power** )  
**of attorney dated 1 April 2023** )  
**In the presence of:** )

\_\_\_\_\_  
ATTORNEY SIGNATURE

\_\_\_\_\_  
ATTORNEY NAME

**WITNESS:**

**Signature:**

**Name:**

**Address:**