**SCHEDULE 1**

**General Obligations**

The Owner covenants with the Borough Council and the County Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:

1. To permit the Head of Managed Growth, Regeneration and Development and any person or persons authorised by him access to the Site or any part of it at all times, on reasonable notice and in compliance with the Owner’s reasonable requirements, and to permit him or them to inspect the Development and all materials intended for use in it.
2. To give the Borough Council and the County Council notice in writing no later than 7 days prior to the anticipated Commencement Date.
3. To give the Borough Council and the County Council notice in writing of the Commencement of the Development within 7 days of the Commencement Date.
4. To give the Borough Council and the County Council notice in writing no later than 7 days after the first Occupation of the Development.
5. To give the Borough Council and the County Council notice in writing of the commencement of construction of:
   1. the 50th Dwelling on the Site; (for example only)
   2. the 100th Dwelling on the Site;
   3. the 150th Dwelling on the Site;
   4. the 250th Dwelling on the Site.
   5. the 300th Dwelling on the Site
   6. the 400th Dwelling on the Site
   7. the 600th Dwelling on the Site
   8. the 650th Dwelling on the Site
   9. the Dwelling number calculated in accordance with the formula in paragraph 1 of Schedule 7.

**SCHEDULE 2**

**Affordable Housing**

**Defined terms**

In this Schedule, the following words and expressions have the following meanings:

“Affordable Home” means a home defined as affordable housing in Annex 2 Glossary of the National Planning Policy Framework or as permitted by subsequent legislation or national guidance brought in after the date of this agreement.

“Affordable Housing Unit” means any Affordable Rental Unit or Intermediate Unit as defined in this Schedule 2

“Affordable Rental Unit” means a dwelling let by Local Authorities or Registered Providers of social housing to households who are eligible for social rented housing and is subject to rent controls that do not exceed 80% of the rent that would have been charged had the rent been valued on an open market basis inclusive of any service charges

“Intermediate Units” a) any unit where an occupier purchases a proportion of the equity from a Registered Provider and the remaining equity remains in the ownership of the Registered Provider which receives a rent from the occupier; or

(b) such other form of housing product as may be agreed in writing by the Council and the Owner from time to time

“Open Market Dwellings” means the Dwellings on the Site other than the Affordable Housing Units

“Phase” a phase of the Development as identified on the phasing plan approved by the Borough Council in accordance with the relevant planning condition of the Planning Permission.

“Registered Provider” a body registered under Section 2 of the Housing Act 1996 or any statutory provision amending, consolidating or replacing it for the time being in force;

“Relevant Criteria” (a) occupation of an Affordable Home within the Borough Council’s administrative boundary; or

(b) occupation of a dwelling of any tenure including open market housing within the Borough Council’s administrative boundary for a minimum period of twelve months immediately prior to the date of commencement of marketing as referred to in paragraph 8 below

The Owner covenants with the Borough Council:

1. To ensure that 25% of the Dwellings constructed as part of the Development are Affordable Housing Units.
2. To ensure that 75% of the Affordable Housing Units in each Phase are to be Affordable Rental Units and 25% of the Affordable Housing Units in each Phase are to be Intermediate Units unless otherwise agreed with the Borough Council.
3. To provide 25% Affordable Housing Units within each Phase unless otherwise agreed with the Borough Council the location type and mix to be agreed with the Borough Council at the time of the date of the submission of the Reserved Matters Application in relation to that Phase.
4. Unless otherwise agreed with the Borough Council not to Occupy or permit the Occupation of more than 60% of the Open Market Dwellings in a Phase until 50% of the Affordable Housing Units in that Phase have been constructed and offered for sale to a Registered Provider.
5. Unless otherwise agreed with the Borough Council not to Occupy or permit the Occupation of more than 85% of the Open Market Dwellings in a Phase until 100% of the Affordable Housing Units in that Phase have been constructed and offered for sale to a Registered Provider.
6. Where transferred to a Registered Provider to ensure that the Affordable Rental Units are let in accordance with the allocations system as adopted by the Borough Council.
7. Where transferred to a Registered Provider to ensure that each Affordable Housing Unit shall at all times be occupied and managed in accordance with the objectives of a Registered Provider.
8. The Owner shall use reasonable endeavours during the period of three months from the commencement of marketing to ensure the Affordable Housing Units are leased/sold to purchasers who are on the Borough Council’s housing register or are registered with the Help to Buy Agent for Tamworth PROVIDED THAT priority is given during the first month of such marketing period firstly to applicants who meet the Relevant Criteria
9. In the event that a Registered Provider has not provided a reasonable offer to the Owner within 3 months of the date of the offer for sale by the Owner under paragraphs 4 or 5 above then paragraphs 10 11 and 12 shall apply.
10. The Owner will be able to dispose of any Affordable Housing Unit the subject of that offer on the open market for a price of no more than eighty five per cent (85%) of the open market value of that Affordable Housing Unit subject to compliance with the Relevant Criteria such value to be the average of two valuations provided by two independent estate agents.
11. If the Owner is unable to sell any Affordable Housing Unit(s) at a price of no more than eighty five per cent (85%) of the open market value of that Affordable Housing Unit to a purchaser who meets the Relevant Criteria and provided that the Borough Council is satisfied that the Affordable Housing Unit(s) has been marketed for a period of not less than 3 months to attract a purchaser who meets the Relevant Criteria then the Borough Council will permit the Owner to sell the Affordable Housing Unit(s) to a purchaser who does not meet the Relevant Criteria provided that the price payable in these circumstances shall be no more than 85% of the open market value of the Affordable Housing Units such value to be the average of two valuations provided by two independent estate agents.
12. The requirements of paragraphs 10 and 11 shall apply to each subsequent disposal of an Affordable Housing Unit.

13. The restrictions upon development and/or use of the Affordable Housing Units shall cease and not apply upon:

(a) the exercise of a power of sale by a mortgagee of the Registered Provider or a mortgagee of any owner or occupier of an Affordable Housing Unit or a sale by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge;

(b) the purchase of an Affordable Housing Unit pursuant to the exercise of any statutory right to buy or acquire; or

(c) the acquisition by an occupier of the whole of the interest in a shared ownership lease.

**SCHEDULE 3**

**Sports Facilities Contribution**

**Defined terms**

In this Schedule, the following words and expressions have the following meanings:

“the Borough of Tamworth” the area delineated in red on the Plan annexed hereto at Appendix 1(a)

“the Sports Facilities Contribution” a contribution in the sum of £644,500 (Six Hundred and Forty-Four Thousand Five Hundred Pounds) Index Linked towards the provision of new indoor Sports Facilities and the provision of artificial grass pitches within the Borough of XXX

1. The Owner shall pay to the Borough Council:
2. 25% of the Sports Facilities Contribution on Commencement of the Development;
3. 25% of the Sports Facilities Contribution on completion of the 100th Unit;
4. 25% of the Sports Facilities Contribution on completion of the 300th Unit; and
5. 25% of the Sports Facilities Contribution on completion of the 600th Unit.
6. The Borough Council covenants with the Owner:

a) to deposit the Sports Facilities Contribution in a separately identifiable account to be invested so as to earn the highest rate of interest reasonably obtainable with a clearing bank and all such interest is to be credited to the account; and

b) to apply the principal and interest in the account towards the provision of new indoor Sports Facilities and the provision of artificial grass pitches within the Borough of Tamworth.

3. In the event that all or any part of the Sports Facilities Contribution shall not have been contractually committed by the Borough Council within five years of receipt of the final Sports Facilities Contribution then the Borough Council shall return the unexpended amount to Owner (in this case being the owner of the Site at the date hereof or their heirs or assigns) together with interest earned thereon such interest to be calculated from the date of receipt of the payment by the Borough Council to the date of its repayment; and

4. At the end of the of the period referred to in paragraph 3 on receipt of a written request, to provide the Owner (in this case being the owner of the Site at the date hereof or their heirs or assigns) with a certificate showing all payments made in respect of any Sports Facilities Contribution and the purposes to which they have been applied.

**SCHEDULE 4**

**VIABILITY**

1. **Covenants**
   1. The Owner and the (Developer) covenant with the (Borough Council/District Council) as follows.
2. **Submit a Viability Assessment for Approval**
   1. Prior to commencement of each of the
      1. the Dwelling; and
      2. the Dwelling; and
      3. the Dwelling
   2. The Owner shall submit to the (Borough Council/District Council) a Viability Assessment and obtain the written approval of the (Borough Council/District Council) who shall consult the County Council and take into account the County Council’s reasonable recommendations and requirements, to the same together (as applicable) with the proposed tenure split for, and location of, the Tranche it proposes to develop or increased sum of any Contribution.
3. **Disputes**
   1. In the event that the (Borough Council/District Council) shall not have confirmed its written approval to the Viability Assessment (and the conclusions from it as to whether the Residual Land Value Exceeds the Site Value for the Site, whether the Tranche is Viable and whether contributions should be made in accordance with Paragraph 4) within 30 Business Days of receipt of the Viability Assessment from the Owner (or such other period as the parties shall agree) then the Council may give to the other parties (Owner, Developer) written notice requiring the Viability Assessment to be reviewed and where necessary assumptions or figures amended and a determination made by a Specialist under paragraphs 3.2 - 3.8 as to whether the Residual Land Value Exceeds the Site Value, the Tranche is Viable and contributions should be made in accordance with Paragraph 4.
   2. For the purposes of this paragraph 3 a “Specialist” is a person qualified to act as an expert in the field of appraisals and viability not having less than ten years’ professional experience in relation to developments in the nature of the Development and (where relevant) real property in the same locality as the Site.
   3. Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President (the “President”) or next most senior available officer of the RICS of England and Wales who shall have the power (with the right to take such further advice he may require) to determine the appropriate type of Specialist.
   4. Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist and such President or officer shall have the power (with the right to take such further advice as he may require) to determine and nominate the appropriate Specialist or to arrange his nomination provided that if no such organisation exists or the parties cannot agree the identity of the organisation then the Specialist is to be nominated by the President or next most senior available officer of the RICS of England and Wales.
   5. The Specialist is to act as an independent expert and:
      1. any party may make written representations to the Specialist within 10 Business Days of his appointment and will copy the written representations to all parties involved in the dispute
      2. each party is to have 10 Business Days from receipt of the other parties’ written representations to make written comments on the representations and will copy such written comments to all parties
      3. the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require
      4. the Specialist is not to take oral representations from the parties without giving all parties the opportunity to be present and to give evidence and to cross examine all other parties who give evidence
      5. the Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision
      6. the Specialist is to use all reasonable endeavours to publish his decision within 30 Business Days of this appointment
      7. the decision of the Specialist shall be final (save where it is stated to be an interim or provisional decision or in the case of manifest error) and binding on the parties.
   6. Responsibility for the costs of referring a dispute to a Specialist under this paragraph 3 including costs connected with the appointment of the Specialist and the Specialist’s own costs will be decided by the Specialist and the Specialist shall be entitled to order that the reasonable legal and professional loss incurred by any party in connection with the reference of the dispute to the Specialist shall be paid by any party or parties in whatever proportions the Specialist shall decide and the decision of the Specialist in this respect and as to the amount of such costs as it is reasonable for any party to pay to another party shall be final and binding on the parties save in the case of manifest error.
   7. If the Specialist nominated pursuant to this paragraph 3 shall die or otherwise be incapacitated or decline to act another Specialist may be appointed in his place.
   8. This paragraph 3 does not apply to any dispute which may arise in relation to any matter other than pursuant to Schedule 4.
4. **Trigger for Further Contribution and Affordable Housing**
   1. In the event that the Viability Assessment agreed or determined in accordance with Paragraph 3 shows that the Residual Land value of the Site exceeds the Site Value of the site then the Owner/Developer shall in respect of the Tranche that triggered the production of the relevant Viability Assessment provide Affordable Housing in accordance with Schedule 2 and make a Sports Facility Contributions in accordance with Schedule 3.

**SCHEDULE 5**

CONTRIBUTION TO A NEW SCHOOL

1. DEFINITIONS
   1. In this Schedule[TBC] the following words and expressions have the following meanings:

|  |  |
| --- | --- |
| **“Access”** | a vehicular access route from the adopted highway to the School Site that is of a quality to the Satisfaction of the County for a haul road at least sufficient and suitable for construction vehicles and vehicles for the delivery of materials for the construction of the primary school on the School Site |
| **“Access Roads”** | access roads comprised in the Development from the adopted highway to the boundary of the School Site constructed to at least wearing course standard together with the right for those using or occupying the School Site to use them until such time as they may be adopted by the local highway authority |
| **“Construction Work”** | work to construct a Dwelling including digging footings laying slab foundations piling or other works to support a building but does not including laying services to any such building demolition or other site preparation works |
| **“Fence”** | a fence 2.0 m. high in accordance with the following specification namely: |
|  | vertical bar fencing with 25mm diameter hollow vertical bars supported by horizontals rail or channels of a minimum size of 50 x 33mm fixed to 102 x 44 RSJ posts or 50 x 110mm HD posts set at maximum 2.75m centres and a minimum of 750mm in the ground; |
|  | panels to be supplied with supporting legs to provide additional stability; |
|  | bars to have square top finish and have a maximum gap between them of 100mm; |
|  | the whole fence to be galvanised and finished in polyester powder coating; |
|  | all work to be in accordance with BS1722 part 9; |
| **“The Illustrative Masterplan”** | as shown on the drawing attached headed “Fence Specification”  Drawing reference [TBC] annexed hereto |
| **“Notice of Intention to commence Construction Work”** | a written notice served by the Owner on the County pursuant to paragraph 4.1 of this schedule to confirm the Owner’s intention to commence Construction Work |
| **“Notice of the School Commencement Date”** | a written notice served by the County on the Owner pursuant to paragraph 5.2 of this schedule giving the Owner not less than 3 months’ notice of the School Commencement Date |
| **“Notice of the School Practical Completion Date”** | a written notice served by the County on the Owner pursuant to paragraph 5.3 of this schedule giving the Owner not less than 6 months’ notice of the School Practical Completion Date |
| **“the Primary School Contribution”** | Means the sum of £TBC Index Linked. |
|  |  |
| **“School Commencement Date”** | means the date on which the County intends to Commence the Development of the School Site for the provision of the primary school herein referred to |
| **“School Perimeter Plan”** | means the plan dated TBC with the title “School Perimeter” attached hereto |
| **“School Practical Completion Date”** | means the date which the County reasonably determines to be the anticipated date of Practical Completion of the primary school on the School Site or the initial phase thereof |
| **“School Site”** | means the site of approximately TBC hectares which is level, drained, free from contamination and other adverse ground conditions, fenced, serviced and suitable for use for [the School] shown by a broken red line on the School Perimeter Plan annexed hereto in the location on the Land identified on the Illustrative Masterplan (or in such reasonable alternative location as may be proposed to and approved in writing by the County prior to Commencement of the Development) for the provision of a new Primary School of at least TBC Forms of Entry (TBC places) but not limited to this the exact location to be determined in accordance with the Planning Permission and any Reserved Matters Approval |
| **“Secondary Contribution”** | Means the sum of £TBC Index Linked |
|  |  |
| **“Services”** | means water supply, foul sewerage, surface water drainage to a Sustainable Urban Drainage System or mains drains, gas, electricity and telecommunications with connection points in or adjacent to (on the School Site side) the section of access road and/or footway serving and adjacent to the School Site together with the right for those using or occupying the School Site to use those facilities until such time as they may be dedicated and/or adopted by the relevant statutory undertaker or authority |

* 1. In the context of this Schedule 5 (but not otherwise unless the context requires):
     1. references to ‘the County’ shall be construed as including anybody (incorporated or otherwise) which shall include an individual person or persons that the County has nominated and notified to the Owner in writing as the body to deal with the School Site
     2. the School Site is transferred on the completion of a transfer
     3. Any notice to be given to the County shall be addressed to the Director of Director of Strategy, Governance & Change Staffordshire County Council at the address of the County above unless the County shall give notice to the other parties (and their successors as appropriate) of an alternative recipient or address and shall not be effective until actually delivered and any notice to be given to the Owner shall be marked for the attention of the Development Director at the address of the Owner above unless the Owner shall give notice to the other parties (and their successors as appropriate) of an alternative address and shall not be effective until actually delivered

1. PLANNING OBLIGATIONS FOR PRIMARY AND SECONDARY EDUCATION SUMS

The Owner covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of section 106 of the Act:

* 1. To pay the Primary and Secondary Education Sums to the County in the following instalments:

[ insert triggers as per appendix in Education Planning Obligations Policy document]

1. THE COUNTY’S COVENANTS FOR PRIMARY AND SECONDARY EDUCATION SUMs
   1. The County Council covenants with the Owner as follows:-
      1. To utilise the Primary Education Contribution for the purpose of [insert ‘use’ provision].
      2. To utilise the Secondary Education Contribution for the purpose of [insert ‘use’ provision]
      3. In the event that any part of the Primary or Secondary Education Contribution has not been expended within 10 years of receipt of the final instalment of that sum then the County Council shall return the said unexpended part to the person who paid the Education Contribution together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County Council to the date of its repayment.
2. PLANNING OBLIGATIONS FOR SCHOOL SITE

The Owner further covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of section 106 of the Act:

* 1. not to carry out Construction Work without first giving to the County Notice of Intention to commence Construction Work
  2. not to carry out Construction Work without first transferring the freehold of the School Site to the County on the terms set out in paragraph 6:
  3. to provide the Access and the Services as hereinafter provided
  4. subject to the County having given the Owner Notice of the School Commencement Date in accordance with paragraph 5.2 the Owner shall:
  5. provide the Access prior to the School Commencement Date and from the School Commencement Date shall permit the County (including all officers, employees, contractors and agents, with or without plant, machinery and materials) full and unrestricted access over the Access to the School Site save that if the Access is a temporary route pending the provision of the Access Roads then the Owner shall be entitled to replace the whole or part of the Access with the Access Roads or appropriate parts of them and shall permit the County to use the same as aforementioned
  6. allow the County to obtain access to the School Site at all reasonable hours to survey and investigate the condition of the School Site subject to the County giving the Owner at least 5 Working Days prior notice in writing of the date of access
  7. Not to carry out Construction Work without first supplying the County with details of the levels of the School Site
  8. Not to carry out Construction Work without first submitting to the County for its approval the Owner’s proposals (including plans, drawings and other technical detail) for the location and depth of the connection points and details of size fall and capacity in general terms for the Services to be provided by the Owner in or adjacent to the part of the access road to serve the School Site and if any of the said proposals are not approved by the County in accordance with the foregoing then both parties acting reasonably shall endeavour to agree the matters in issue and failing agreement the difference between them shall be submitted for determination by an expert pursuant to clause 12 of this Agreement
  9. not later than one month before the School Commencement Date complete the erection of the Fence along the entire boundary of the School Site
  10. subject to the County having given the Owner Notice of the School Practical Completion Date in accordance with paragraph 5.3 the Owner shall provide the Services and the Access Roads not later than 2 months before the School Practical Completion Date
  11. the Owner shall not from the date of this Agreement until the date that the School Site is transferred to the County carry out any works on or use the School Site for any purposes save to comply with its obligations in this schedule or for such other purposes or uses as the County may approve in writing

1. THE COUNTY’S COVENANTS FOR SCHOOL SITE

The County covenants with the Owner and as separate covenants with the Council:

* 1. as soon as practicable following receipt of the Owner's Notice of Intention to commence Construction Work the County will confirm its receipt of the notice to the Owner in writing
  2. the County will take all reasonable steps to enable it to carry out the development of the primary school on the School Site within a reasonable timescale for providing at least 2 forms of entry (420 places) to serve the Residential Development provided that the Owner has given the County Notice of Intention to commence Construction Work and the County will give the Owner not less than 3 months’ notice of the School Commencement Date in the Notice of the School Commencement Date which shall be given by the County to the Owner when it determines that it is able to proceed with carrying out the Development of the School Site
  3. not later than 6 months before the School Practical Completion Date the County shall give the Owner Notice of the School Practical Completion Date

1. TRANSFER OF SCHOOL SITE AND RELATED PROVISIONS

The County and the Owner hereby agree pursuant to section 1 of the Localism Act 2011, section 111 and 120 of the Local Government Act 1972 and any other relevant statutory powers as follows:

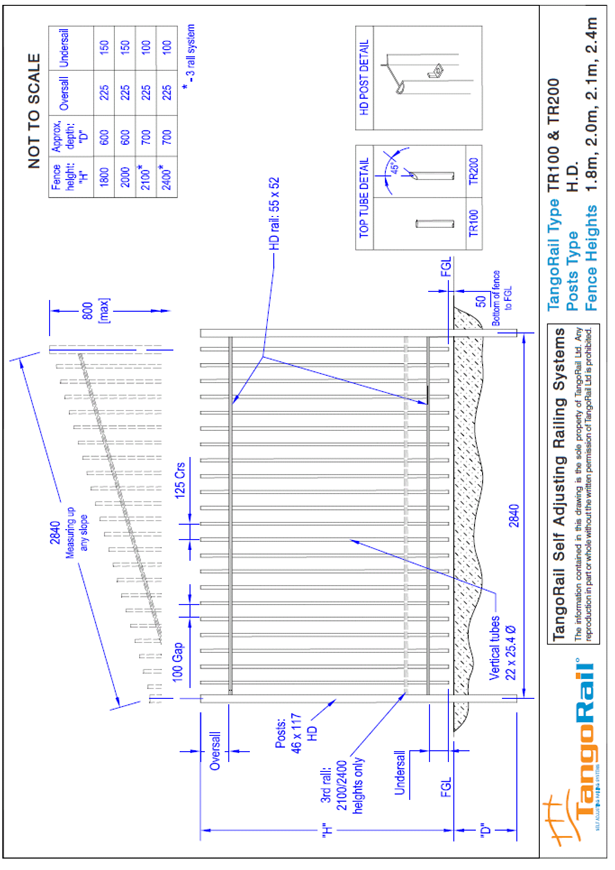
* 1. Subject to the Owner first having given Notice of Intention to commence Construction Work to the County the Owner shall transfer the freehold of the School Site to the County no later than 3 months after giving such Notice on the terms hereinafter contained provided always that in the event that the Owner and the County agree to vary the boundaries before the Owner has given the County Notice of Intention to commence Construction Work references to the School Site in this schedule shall mean the School Site with such varied boundaries as are shown on a plan signed by both parties
  2. The School Site shall be transferred subject to the entries on the title at the date of this Agreement other than financial charges but otherwise free from encumbrances
  3. the Owner shall carry out at its own cost and provide to the County with the notice in writing of its readiness to transfer the School Site the up to date results of the following searches:
     1. Local Land Charges Search;
     2. Environmental Search;
     3. Coal Mining Search;
     4. Electricity Search;
     5. Gas Search
     6. Chancel Repair.

the County shall not be required to complete the transfer until all the above search results have been received and certified as satisfactory by the County’s conveyancer and any requisitions raised are satisfied (the County’s conveyancer acting reasonably and without delay in dealing with these matters) PROVIDED ALWAYS that the results of the electricity and gas searches (together with evidence of orders placed for improved or extended electricity and/or gas supplies if the Owner wishes to provide the same) shall only be required by the County’s conveyancer to show the availability of electricity and gas supply in the general vicinity of the Land such as to be capable of comprising part of the Services for the School Site AND FURTHER PROVIDED ALWAYS AND WITHOUT PREJUDICE TO THE FOREGOING if the Owner submits to the County any of the results of searches mentioned above in advance of its notice of readiness to transfer in order to ascertain whether such search results would be certified as satisfactory by the County’s conveyancer then the County’s conveyancer shall respond to the Owner in writing acting reasonably and without unreasonable delay

* 1. as soon as reasonably practicable following the Owner giving notice in writing of its readiness to transfer the School Site but in any event no later than Ten Working Days before the School Site is due to be transferred the County shall be supplied with replies to:
     1. CPSE.1 (Version 3.4)
     2. STER; and
     3. SCR

all being part of the Commercial Property Standard Enquiries (CPSE) suite of documents prepared by members of the London Property Support Lawyers Group and endorsed by the British Property Federation

* 1. the completion of the transfer shall take place no later than 2.00 pm on the 20th working days after the date the County receives notice in writing from the Owner of its readiness to transfer the School Site or on such earlier date as the parties may agree
  2. the School Site shall be transferred with vacant possession on completion for a consideration of £1 and no deposit shall be payable
  3. the School Site shall be transferred with full title guarantee
  4. the School Site shall be transferred together with rights of access over the Access Roads from the date that the Access Roads have been provided in accordance with the requirements of this schedule until such time as they may be adopted by the local highway authority and together with rights for the passage of Services from the date that the Services have been provided in accordance with the requirements of this schedule until such time as they may be dedicated and/or adopted by the relevant statutory undertaker or authority
  5. the School Site shall be transferred subject to the County obtaining no right of light or air over any of the Land retained by the Owner after the transfer
  6. the School Site shall be transferred subject to a restrictive covenant in favour of the Owner and for the benefit of the remainder of the Land that it shall not be used for any purpose other than as a primary school and associated purposes including purposes for the benefit of the local community for a period of at least 50 years from the opening of the new school
  7. the Owner warrants that on completion of the transfer the School Site shall be free from contamination or other adverse ground conditions that would prevent or unreasonably restrict the construction of school buildings on the School Site and its use as a school and playing fields



**SCHEDULE 6**

**STANDARD SCHEDULE TO BE USED**

**IN CASES WHERE**

**A TRAVEL PLAN IS TO BE ANNEXED TO A SECTION 106 AGREEMENT**

**NOTE: This is to be used where a Travel Plan has been agreed and needs to be secured through a Section 106 Agreement, for instance where the end user is known and where the Travel Plan includes agreed targets, outcomes, remedies and monitoring arrangements.**

**1. DEFINITIONS**

1.1 “**Annual Performance Report**” shall mean the annual reports to be submitted indicating how the Travel Plan has been performing and if appropriate the proposals and/or remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan.

1.2 “**Travel Plan**” shall mean the Travel Plan appended to this Agreement.

1.3 “**Travel Plan Sum**” means £[ ] ([ ]) Index Linked to be paid for the monitoring and review of the Travel Plan the and provision of support and advice to the Travel Plan Co-ordinator(s).

**2. PLANNING OBLIGATIONS**

The Owner covenants with the Council and as a separate covenant with the County Council with the intent that these are planning obligations for the purposes of Section 106 of the Act as follows:-

2.1 Not to Commence the Development without having first paid the Travel Plan Sum to the County Council and further to notify the Council that such payment has been made within 14 days of such payment.

2.2 Not to Commence the Development without having first appointed and funded a suitably qualified Travel Plan co-ordinator(s) with the responsibilities and duties set out in the Travel Plan in accordance with the Travel Plan.

2.3 To ensure that the Travel Plan co-ordinator(s) is identified to the County Council immediately following their nomination and that any changes in this nomination or responsibilities or duties are notified to the County Council.

2.4 To implement the Travel Plan in accordance with the proposals, targets, measures and programme of implementation set out within it.

2.5 To produce and submit to the County Council an Annual Performance Report (which shall include, as appropriate, the proposals and/or remedies required as set out in the Travel Plan) for approval in writing in respect of all or each part of the Development in accordance with the Travel Plan. In the event that an Annual Performance Report is submitted which does not in the opinion of the County Council achieve the objectives and/or targets of the Travel Plan to submit proposals and/or remedies in accordance with the Travel Plan to the County Council for its approval in writing. This process shall be repeated as often as necessary until such revised proposals and/or remedies to the Travel Plan are approved in writing by the County Council.

2.6 To implement the Travel Plan and any modifications arising from an Annual Performance Report approved by the County Council.

2.7 To submit a copy of any modified Travel Plan (following Annual Performance Report or otherwise) approved by the County Council to the Council.

2.8 To meet with the County Council on request and within three weeks of the request being made.

**3. THE COUNTY COUNCIL’S OBLIGATIONS**

The County Council covenants with the Owner as follows:-

3.1 To undertake with the Travel Plan co-ordinator(s) the on-going monitoring and review of the Travel Plan in accordance with the requirements therein.

3.2 To provide support and advice to the Travel Plan co-ordinator(s) in implementing the Travel Plan.

3.3 To use the Travel Plan Sum solely in connection with the Travel Plan.

3.4 To respond to the Owner’s Annual Performance Reports within three weeks of receipt with either written approval or in the event of the Annual Performance Report being unacceptable to the County Council the reasons (which shall be reasonable) to explain to the Owner why revised proposals and/or remedies will need to be submitted for approval in writing by the County Council for the approval of the Annual Performance Report in accordance with the Travel Plan.

3.5 To advise the Council of instances where the Owner has not complied with the Travel Plan (following Annual Performance Reports or otherwise) in order for the Council to consider whether enforcement proceedings are necessary.

SCHEDULE 7

EDUCATION PROVISIONS

1. DEFINITIONS
   1. In this Schedule[TBC] the following words and expressions have the following meanings:

|  |  |
| --- | --- |
| **“the Primary Education Contribution”** | Means the sum of £TBC Index Linked. |
| **“Secondary Education Contribution”** | Means the sum of £TBC Index Linked |

1. PLANNING OBLIGATIONS FOR PRIMARY AND SECONDARY EDUCATION SUMS

The Owner covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of section 106 of the Act as follows:

* 1. To pay the Primary and Secondary Education Sums to the County in the following instalments:

[ insert triggers as per appendix in Education Planning Obligations Policy document]

2.1.2 That no [Commencement of the Development OR Commencement /Occupation of the xxth Dwelling] shall be carried out/ take place until the [specify payment/ instalment] has been paid to the County

1. THE COUNTY’S COVENANTS FOR PRIMARY AND SECONDARY EDUCATION SUMs
   1. The County Council covenants with the Owner as follows:-
      1. To utilise the Primary Education Contribution for the purpose of [insert ‘use’ provision].
      2. To utilise the Secondary Education Contribution for the purpose of [insert ‘use’ provision]
      3. In the event that any part of the Primary or Secondary Education Contribution has not been expended within 10 years of receipt of the final instalment of that sum then the County Council shall return the said unexpended part to the person who paid the Education Contribution together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County Council to the date of its repayment.

**4. DECLARATIONS**

* 1. The parties hereby agree and declare as follows:-
     1. The Owner shall comply with the obligations in paragraph 2.1 of this Schedule [ ] notwithstanding that at the date for payment of the Primary Education Contribution and the Secondary Education Contribution the County may have already commenced, carried out and/or completed the purpose for which the Primary Education Contribution and/or the Secondary Education Contribution are payable; and
     2. For the purposes of paragraph 3.1.3 of this Schedule [ ]:-
        1. The County shall be deemed to have expended the Primary Education Contribution and/or the Secondary Education Contribution (or any part thereof) if it has incurred and met expenditure for the purpose for which the Primary Education Contribution and/or the Secondary Education Contribution is to be used prior to that amount actually being received or due under this Agreement; and
        2. Any part of the Primary Education Contribution and/or the Secondary Education Contribution which has not yet been paid out by the County but has been committed to be paid by a contract prior to the expiry of the 10 year period shall be deemed to have been expended.

**SCHEDULE 8**

**BUS SERVICE PROVISIONS**

1. **Definitions**
   1. In this Schedule the following words and expressions have the following meanings:

|  |  |
| --- | --- |
| “Bus Service” | the provision/the extension of a fare paying passenger carrying bus services provided in accordance with this schedule [TBC] |

1. The Owner shall procure the provision/the extension of a Bus Service between the Site and [TBC] prior to the Occupation of the [TBC] Dwelling to run:
   1. up to the Occupation of the [TBC]Dwelling Monday to Saturday at no less than 30 minute intervals between [TBC] hours and [TBC] hours and between [TBC] hours and [TBC] hours and at no less than [TBC] minute intervals between [TBC] hours and [TBC] hours; and
   2. following Occupation of the [TBC]Dwelling Monday to Saturday at no less than [TBC] minute intervals between 0700 hours and 1900 hours to continue until the Occupation of 90% of the Dwellings [permitted by a Reserved Matters Application which is granted and implemented].

**SCHEDULE 9**

**TRANSPORT SUM/HIGHWAY WORKS CONTRIBUTION**

1. **DEFINITIONS**
   1. “**Transport Sum**”/”**Highway Works Contribution**” means the sum of £[TBC] Index Linked.
2. **PLANNING OBLIGATIONS**

The Owner covenants with the Council and as a separate covenant with the County with the intent that this is a planning obligation for the purposes of Section 106 of the Act:

2.1 To pay the Transport Sum/Highway Works Contribution to the County on or before the Commencement of the Development/in the following installments:

[To be completed]

and to notify the Council in writing that such payment has been made within 7 days of such payment.

2.2 That no further… development of any kind on any part of the Site shall be carried out, commenced and/or continued until the [Highways/Transport] Contribution has been paid to the County Council.

1. **COUNTY’S OBLIGATIONS**

3.1 The County covenants with the Owner that the County shall only apply the Transport Sum/Highway Works Contribution for the purpose of implementing (add, delete, amend as appropriate below list);

* 1. Improvements to [insert specific highway work/s to be funded in whole or part];
  2. Personalised Travel Planning across the [TBC] area;

1. Improvements to the walking/cycling connections from [TBC] linking into those proposed by the development;
2. *Other sustainable transport schemes e.g. Mode Shift Stars*

3.2 The County covenants with the Owner that in the event that any part of the Transport Sum/Highway Works Contribution has not been expended for its purposes within 5/10 years of receipt of that sum then the County shall return the said unexpended part to the person who paid the Transport Sum/Highway Works Contribution together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County to the date of its repayment.

**[4. DECLARATIONS**

* 1. The parties hereby agree and declare as follows:-
     1. The Owner shall comply with the obligations in paragraph 2.1 of this Schedule [ ] notwithstanding that at the date for payment of the [Highways/Transport] Contribution the County Council may have already commenced, carried out and/or completed the purpose for which the [Highways/Transport] Contribution is payable; and
     2. For the purposes of paragraph 3.1.2 of this Schedule [ ]:-
        1. The County Council shall be deemed to have expended the [Highways/Transport] Contribution (or any part thereof) if it has incurred and met expenditure for the purpose for which the [Highways/Transport] Contribution is to be used prior to that amount actually being received or due under this Agreement; and
        2. Any part of the [Highways/Transport] Contribution which has not yet been paid out by the County Council but has been committed to be paid by a contract prior to the expiry of the 10 year period shall be deemed to have been expended.**]**