

DATED

15 August

2018

THAMES WATER UTILITIES LIMITED [1]

and

SWINDON BOROUGH COUNCIL [2]

PLANNING OBLIGATION

pursuant to Section 106 of the Town
and Country Planning Act 1990

relating to the land south of High Street, Blunsdon, Swindon

DIRECTORATE OF LAW AND
DEMOCRATIC SERVICES
CIVIC OFFICES
EUCLID STREET
SWINDON

THIS DEED OF AGREEMENT is made the 15 August 2018

BETWEEN:

(1) **THAMES WATER UTILITIES LIMITED** (a company registered in England with company number 2366661) whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB ("the Owner")

and

(2) **SWINDON BOROUGH COUNCIL** of Civic Offices, Euclid Street, Swindon ("the Council");

collectively referred to as "the Parties" in this Deed

RECITALS

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated.
- (B) The Owner is the freehold owner of the Application Site which is registered at HM Land Registry under title number WT313011.
- (C) Thames Water Property Services Limited submitted the Planning Application to the Council.
- (D) The Owner enters into this Deed as a pre-requisite to the Council granting the Planning Permission.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed where the context admits the following expressions shall have the following meanings:

Act

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

Affordable Housing

means housing provided with or without public subsidy for purchase and/or rent or for any combination of purchase and rent significantly below market level including Social Rent, Affordable Rent and Intermediate Units as defined within Annex 2 of the National Planning Policy Framework or as defined by any revision or modification to it or as defined by the HCA or the Department for Communities and Local Government (or any successor in

function) to be made available to eligible persons who cannot afford to buy or rent houses generally available on the open market;

Affordable Housing Land

means that part of the Application Site upon which the Affordable Housing Units are to be provided (or such other land as shall be agreed by the Council in writing);

Affordable Housing Units

means those Dwellings to be provided as Affordable Housing to be built on the Affordable Housing Land or any one or more of them and the land within the curtilage of each unit as described in Schedule 3;

Affordable Rent

means subject to rent controls that require a rent of no more than eighty percent (80%) of local open market rents (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus one percent (1%) annually or such other amount as prescribed by the HCA);

Affordable Rented Units

means those Affordable Housing Units to be let at an Affordable Rent by local authorities or private Registered Providers to households who are eligible for Social Rented Housing. The Affordable Rented Units are to be subject to the same controls as “affordable rented housing” as defined and provided for in Annex 2 to the National Planning Policy Framework;

Application Site

means the site shown for identification purposes only edged red on the Plan;

Appointed Person

means a person appointed by the Owner at the Owner’s expense who is suitably qualified to assess whether the Open Space (to include the LEAP, soft and hard landscaping and any integral sustainable drainage systems) has been constructed in accordance with the approved planning drawings pursuant to the relevant Reserved Matters Approval and relevant specifications and standards who will then be responsible for managing the process of compliance and defect rectification prior to the Owner transferring the Open Space to the Management Company;

BCIS All-In TPI

means the BCIS All-In Tender Price Index published on line by the Building Cost Information Service supported by Royal Institute of Chartered Surveyors (RICS);

Blunsdon MUGA

means the construction of a Multi-Use Games Area (MUGA) for local outdoor sports in the broad location of the existing tennis courts off Linley Close Blunsdon;

Blunsdon MUGA Contribution

means the sum of twenty five thousand eight hundred and sixty three pounds and eighty five pence (£25,863.85) Index Linked PROVIDED ALWAYS if following the relevant Reserved Matters Approval (approving the layout and the number of Dwellings to be provided on the Application Site) the number of Dwellings to be provided within the Development is less than fifty two (52) and/or the proposed Dwelling mix varies from that indicatively shown in Appendix 5 the sum to be paid by the Owner to the Council shall be recalculated using the Blunsdon MUGA Contribution Formula following the relevant Reserved Matters Approval;

Blunsdon MUGA Contribution Formula

means the formula associated with the number and unit size of Dwellings approved under the relevant Reserved Matters Approval for the Dwellings for the Development as set out at Appendix 5 to this Deed to be applied to recalculate the Blunsdon MUGA Contribution;

Commencement of Development

means the carrying out of a material operation (as defined by Section 56 (4) of the Act) provided always that:

- (a) Any works necessary by the Owner in undertaking a land survey of or obtaining soil samples from the land whether that be in respect of any requirements for environmental or ecological studies, assessing ground conditions, assessing remedial work that might be required in respect of any contamination or assessing other adverse ground conditions, or for assessing the need for any diversion or laying of services, or otherwise
- (b) Any works of demolition or site clearance
- (c) Any remedial works on the land necessary to prevent the risk of harm to human health and safety or required in order to remediate the Application Site or comply with

any condition imposed upon the grant of a planning permission (except the Planning Permission) or any licence

- (d) Works of archaeological excavation on the land
- (e) Erection of hoardings, fences and other security measures on the land including any advertisements upon them or of a temporary site office or offices or site notices
- (f) Works for the provision and diversion of services
- (g) Works on or to internal roads including the provision of haul roads

Shall for the purposes of this Deed be deemed not to be works which shall begin the Development and "Commence", "Commences" and "Commencement" shall be construed accordingly;

Commencement Date

means the date Development Commences;

Default Interest Rate

means 4% per annum above the base rate from time to time of Lloyds Bank plc;

Development

means the development of the Application Site as proposed in the Planning Application and permitted by the Planning Permission;

Dwellings

means the residential units to be provided pursuant to the Planning Permission including Open Market Units and Affordable Housing Units and "Dwelling" shall be constructed accordingly;

HCA

means the Homes and Communities Agency (rebranded as Homes England) which is the Government's agency for the administration of affordable housing subsidy and is the successor body to the Housing Corporation as from April 2009 and shall include any successor agency;

Intermediate Units

means homes for sale and rent provided at a cost above Social Rent, but below open market levels which meets the criteria of

“intermediate housing” in the definition of “affordable housing” in Annex 2 to the National Planning Policy Framework including Shared Ownership, Shared Equity, other low cost homes for sale (including Low Cost Home Ownership Units) and Intermediate Rent but not Affordable Rent;

Intermediate Rent

means a rent of no more than eighty percent (80%) of local open market rents (including service charges where applicable) at the time of letting which may be increased by no more than Consumer Price Index plus one percent (1%) annually or such other amount as prescribed by the HCA) but does not include Affordable Rent;

Intermediate Rented Units

means those Affordable Housing Units to be let at Intermediate Rent;

Index Linked

means increased in accordance with the following formula:

Amount payable = the payment specified in this Deed x (A/B)
where:

A= the figure for the BCIS All-In TPI that applied immediately preceding the Specified Date

B= the figure for the BCIS All-In TPI that applied when the index was last published prior to the date of this Deed;

LEAP

means the local equipped area of play to be provided by the Owner on the Application Site forming part of the Open Space in accordance with the Open Space Strategy and the specification set out in Appendix 4;

Low Cost Home Ownership Lease

means a lease of a Low Cost Home Ownership Unit;

Low Cost Home Ownership Units

means housing to be offered for sale on a Shared Ownership or Shared Equity basis or discount on market price scheme (or such alternative scheme as agreed between the Owner and the Council);

Management Company

means the management company established for the purpose of managing and maintaining the Open Space in accordance with the provisions of Schedule 4;

Market Value

means market value as defined in the RICS Valuation (Red Book) last published as appropriate before the proposed sale of the relevant Affordable Housing Unit;

Master Plan

means the land use master plan drawing number SK07 Revision C prepared by Savills and attached to this Deed at Appendix 2;

Nominations Agreement

means an agreement with the Council to nominate tenants of the Affordable Housing Units substantially in the form set out in Part 3 of Schedule 3;

Occupation

means the date of the first occupation of the Dwelling for residential purposes permitted by the Planning Permission but shall not include occupation for the purposes of construction fitting-out decoration security marketing or repair and the expressions "Occupied" and "Occupy" shall be construed accordingly;

Open Market Units

means those Dwellings which are for general market sale and are not Affordable Housing Units;

Open Space

means the areas of open space to be provided on the Application Site in accordance with the Open Space Strategy to be approved by the Council and in accordance with Schedule 1 to this Deed and which is set out indicatively in the Master Plan;

Open Space Strategy

means the open space strategy to be submitted by the Owner to the Council and approved by the Council and which shall be in accordance with the Open Space Strategy Specification prior to the Commencement of Development;

Open Space Strategy Specification

means the specification setting out the minimum content of the Open Space Strategy as set out in Appendix 6;

Plan

means the plan of the Application Site shown outlined in red with reference SK08 Revision A prepared by Savills attached to this Deed at Appendix 1;

Planning Application

means the application for outline planning permission for up to 52no. dwellings - Access not reserved validated by the Council on 13 December 2016 with application reference number S/OUT/16/2034;

Planning Permission

means the planning permission to be issued by the Council in respect of the Planning Application;

Publicly Accessible

means freely available to any member of the public to access and use save for from time to time restricting access for maintenance purposes;

Registered Provider

means a Registered Provider under the Housing and Regeneration Act 2008 which shall include any organisation accredited by the HCA for the purpose of managing Affordable Housing in accordance with the standards of the HCA and which is on the Council's list of registered providers partners or such other registered housing provider or body otherwise approved in writing by the Council;

Reserved Matters Application

means an application for approval of reserved matters required by the Planning Permission;

Reserved Matters Approval

means an approval by the Council of each Reserved Matters Application for the Development;

Shared Equity

means those Affordable Housing Units disposed of by developers or Registered Providers, enabling eligible persons to purchase a home at typically eighty percent (80%) of open market value (the exact details of which is to be agreed by the Council in writing);

Shared Ownership Lease

means a lease in the standard form of the Registered Provider and in accordance with the requirements of the HCA;

Shared Ownership

means those Affordable Housing Units let or disposed of on a Shared Ownership Lease whereby the annual rent shall be no more than 2.75 percent of the equity retained by the Registered Provider excluding reasonable service charges;

Social Rent

means the rent charged for properties owned by local authorities and private registered providers (as defined in section 80 of the Housing Regeneration Act 2008) for which guidance target rents are determined through the national rent regime;

Social Rented Housing

means Affordable Housing let at Social Rent;

Specified Date

means the date at which payment is due;

Working Day

means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this Deed.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this Deed under that statute or statutory provision.
- 1.10 A reference to writing or written does not include faxes or e-mail.
- 1.11 A reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or Deed as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this Deed.
- 1.13 A reference to transfer or transferred or any derivative thereof shall mean a transfer of the freehold (or superior) interest of the relevant land or property with full title guarantee and with vacant possession on completion
- 1.14 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.15 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.16 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.17 Where there is an obligation on the Owner to transfer land the obligation to transfer will apply to each Owner respectively to the extent that their ownership applies to the whole or part of the land to be transferred.

2. LEGAL EFFECT

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Application Site and their respective successors and assigns.

- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the Act.
- 2.4 The Deed shall be null and void if for any reason the Council decides not to grant the Planning Permission for the Development proposed under the Planning Application.
- 2.5 Should a court or the Secretary of State determine that any provision in this Deed does not meet the statutory tests set out in Sections 122 and 123 of the Community Infrastructure Levy Regulations 2010 (as amended) and paragraphs 203-206 of the National Planning Policy Framework then those provisions shall not be enforced by the Council.

3. CONDITIONALITY

- 3.1 Save for this clause 3 and clauses 1, 2, 4.1 (b), 4.1(c), 4.1 (d), 8, 9, 11, 14, 15, 16, 17, 18, 19, 20, 21 and 22 which shall have immediate effect this Deed shall become effective on the Commencement Date.

4. OWNER COVENANTS

- 4.1 The Owner covenants with the Council to:
- (a) observe and perform the covenants, restrictions and obligations contained in Schedules 1, 3 and 4 to this Deed.
 - (b) give at least 10 Working Days written notice to the Council of the intended Commencement Date.
 - (c) pay the Council's reasonable legal costs up to the sum of £2,350 for the preparation negotiation and completion of this Deed.
 - (d) not to encumber or otherwise deal with their interest in the Application Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out.

5. COUNCIL'S COVENANTS

- 5.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2 to this Deed.

6. INDEXATION AND PRO-RATA CALCULATIONS

- 6.1 It is hereby agreed that the Blunsdon MUGA Contribution payable to the Council under this Deed shall be Index Linked.
- 6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

7. RELEASE

- 7.1 No person shall be liable for any breach of any covenant, restriction or obligation contained in this Deed occurring after it has parted with all of its interest in the Application Site, or that part of the Application Site in respect of which such breach occurs, except in respect of any breach occurring during their ownership of such interest and subsisting prior to them parting with such interest.

8. DETERMINATION OF DEED

- 8.1 The covenants, restrictions and other obligations in this Deed shall cease to have effect if before the Commencement of Development, the Planning Permission:
- (a) expires;
 - (b) is varied or revoked other than at the request of the Owners;
or
 - (c) is quashed following a successful legal challenge.
- 8.2 This Deed shall cease to have effect (insofar only as it has not already been complied with and without prejudice to the rights of any party against the other in respect of any antecedent breach) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner from time to time) it is modified by any procedure created by legislation or expires prior to the Commencement of Development.

9. LOCAL LAND CHARGE

- 9.1 This Deed is a local land charge and shall be registered as such by the Council.

10. INTEREST ON LATE PAYMENT

- 10.1 Where any sum or amount has not been paid to the Council by the date on which it is due, the Owner shall pay the Council interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

11. OWNERSHIP

- 11.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Application Site other than what is stated in the Land Registry official copies at the date of this Deed.
- 11.2 Until the covenants, restrictions and obligations in Schedule 1, 3 and 4 have been complied with, the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Application Site:
- (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of.

12. REASONABLENESS

- 12.1 Any approval, consent, direction, authority, agreement, certificate or action to be given by the parties under this Deed shall not be unreasonably withheld or delayed.

13. CANCELLATION OF ENTRIES

- 13.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 13.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 8.1 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.
- 13.3 If this Deed shall cease to have effect under clause 8.2 (insofar as therein stated) the Council shall upon the written request of the

Owner without delay remove any entry relating to this Deed from the Register of Local Land Charges.

14. DISPUTE RESOLUTION

14.1 If any dispute arises out of this Deed, the dispute shall be referred to an arbitrator appointed jointly by the Parties. If the Parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

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

15. NO COMPENSATION PAYABLE

15.1 No compensation shall be payable by the Council as a result of the obligations contained in this Deed.

16. WAIVER

16.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligations of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions contained in this Deed or acting on any subsequent breach or default of this Deed.

17. AGREEMENTS AND DECLARATIONS

17.1 The Parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory functions.

17.2 The covenants, restrictions and other obligations in this Deed shall not be binding upon nor enforceable against:

- (a) Individual purchasers, occupiers or lessees of Dwellings or their respective mortgagees or chargees or any other persons deriving title under them SAVE THAT this clause 17.2(a) shall not apply in respect of the Affordable Housing Units under the Affordable Housing obligations at Schedule 3 of this Deed unless the owner of the Affordable Housing Unit has exercised a right to acquire or a lessee has staircased to 100%;
- (b) any statutory undertaker (including the Owner in its capacity as a statutory undertaker) which from time to time has or acquires any interest in any part(s) of the Application Site for the carrying out or in furtherance of its statutory duties or the provision of services or against any land upon or in which the service media plant or apparatus of such undertaker(s) is from time to time situated;

and no person(s) excluded above under this clause 17.2 will be treated as a person deriving title from the Owner and/or their successors in title for the purposes of section 106(3) of the Act.

- 17.3 Nothing in this Deed prohibits or limits the right to develop any part of the Application Site in accordance with a planning permission, other than one relating to the Development, granted after the date of this Deed, whether or not pursuant to an appeal.

18. NOTICES

- 18.1 All notices demands or other written communications to or upon the Parties pursuant to this Deed shall be deemed to have been properly given or made if despatched by recorded delivery letter to the party to whom such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

- (a) in the case of the Council to the Director of Law and Democratic Services
- (b) in the case of any other party to the address set out at the beginning of this Deed (and where such party is a company addressed to the Company Secretary)
or such other address for service as shall have been previously notified to the Parties.

19. THIRD PARTY RIGHTS

- 19.1 No person other than a party to this Deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

20. SEVERANCE

- 20.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.
- 20.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. VALUE ADDED TAX

- 21.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
- 21.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right and the obligation to the other party to promptly issue them with a VAT invoice addressed to the party to whom the supply was made and the VAT shall be paid accordingly.

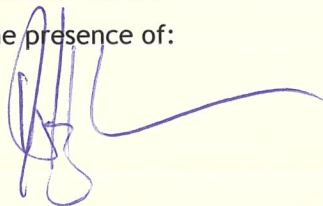
22. GOVERNING LAW

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

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

Executed as a deed by affixing the
common seal of **THAMES WATER
UTILITIES LIMITED**

in the presence of:



2490813

.....

Authorised Signatory

The common seal of **SWINDON BOROUGH
COUNCIL** was affixed to this document

in the presence of:

Authorised signatory



**HEAD OF LITIGATION
AND PERSONAL SERVICES**

865241

Schedule 1 - Owner's Covenants to the Council

The Owner hereby covenants with the Council to perform the following obligations:

Financial obligations

1. BLUNSDON MUGA CONTRIBUTION

- 1.1 To pay to the Council the Blunsdon MUGA Contribution prior to Occupation of the first Dwelling.
- 1.2 Subject to paragraph 1.3 of Schedule 2 the Owner permits the Council to transfer the Blunsdon MUGA Contribution to any third party responsible for delivery of the Blunsdon MUGA in the event that it is not delivered by the Council.

On-Site Obligations

2. OPEN SPACE

- 2.1 To construct the Open Space and LEAP in accordance with the Open Space Strategy.
- 2.2 Prior to Commencement of Development to submit the Open Space Strategy to the Council for approval by the Council (such approval not to be unreasonably withheld or delayed) PROVIDED ALWAYS that the Development shall not Commence until the Council has approved the Open Space Strategy.
- 2.3 Prior to the Occupation of any Dwelling to submit details of the proposed Management Company for approval by the Council (such approval not to be unreasonably withheld or delayed) PROVIDED ALWAYS that such approval is to be obtained prior to the Occupation of any Dwelling.
- 2.4 To provide the areas of Open Space within the Application Site as agreed between the Owner and the Council in accordance with the Open Space Strategy and the relevant Reserved Matters Approval, and for the avoidance of doubt the LEAP must be constructed on-site prior to the Occupation of any of the Dwellings that are adjacent to or overlook the approved location of the LEAP.
- 2.5 The Open Space (including the LEAP) (or within each phase of the Development if applicable) is to be designed, provided, laid out and equipped in accordance with the approved plans and made Publicly Accessible to the reasonable satisfaction of the Council.
- 2.6 Upon the completion of the Open Space (or a phase of the Open Space if applicable) the Owner shall serve written notice on the Council confirming that (in the Owner's opinion) the relevant Open Space is in compliance with the Open Space Strategy and the

relevant Reserved Matters Approval for the relevant phase of the Development.

- 2.7 Within one month of the Owner serving notice the Owner shall arrange at the Owner's expense for an independent inspection of the relevant area of Open Space by an Appointed Person (that shall have first been notified to and approved by the Council) in order to confirm whether the Owner has constructed the Open Space in accordance with the Open Space Strategy and the relevant Reserved Matters Approval for the relevant phase of the Development.
- 2.8 Within one month of the Appointed Person's inspection of the relevant Open Space the Appointed Person shall serve on the Owner and copy to the Council either a certificate confirming that the Open Space has been constructed either in accordance with the Open Space Strategy ("Open Space Completion Certificate") or a certificate identifying the outstanding works to be carried out in order that the Open Space is in compliance with the approved Open Space Strategy ("Open Space Provisional Certificate").
- 2.9 If the Appointed Person serves an Open Space Provisional Certificate, the Owner shall as soon as possible carry out any works required as identified in the Open Space Provisional Certificate.
- 2.10 When the Appointed Person is satisfied that the Owner has complied carried out the works as identified in the Open Space Provisional Certificate, the Appointed Person shall issue to the Owner an Open Space Completion Certificate for the relevant Open Space and send a copy to the Council.
- 2.11 Following the issue of an Open Space Completion Certificate the relevant Open Space shall (unless otherwise agreed in writing with the Council) be maintained by the Management Company.
- 2.12 Upon the expiry of the maintenance period (as may be confirmed by the Council following the issue of the Open Space Completion Certificate) above the Owner shall transfer the relevant Open Space to a Management Company and the Management Company shall continue to procure the maintenance of the Open Space in accordance with the Open Space Strategy.

Schedule 2 - Covenants by the Council

The Council hereby covenants with the Owner as follows:

1. CONTRIBUTIONS

- 1.1 Upon receipt of the Blunsdon MUGA Contribution as soon as reasonably practicable to pay it into an interest-bearing account.
- 1.2 To notify Blunsdon Parish Council of the receipt of the Blunsdon MUGA Contribution.
- 1.3 Not to use or allow a third party to use the Blunsdon MUGA Contribution or any part thereof or any interest accrued thereon other than for the purposes for which it was paid (whether by the Council or another party).
- 1.4 In the event that the Blunsdon MUGA Contribution not been spent or committed for expenditure by the Council or any third party to which it has been paid within ten (10) years following the date of full payment of the Blunsdon MUGA Contribution the Council shall refund to the party that paid it the Blunsdon MUGA Contribution or the unspent or uncommitted part thereof together with any accrued interest thereon, provided always that should the Blunsdon MUGA Contribution be held by a third party, then the Council shall refund the Blunsdon MUGA Contribution when it is itself in receipt of the same from the third party.
- 1.5 Prior to requesting payment of the Blunsdon MUGA Contribution to recalculate the value of the Blunsdon MUGA Contribution applying the Blunsdon MUGA Contribution Formula if the total number of Dwellings to be constructed under the Planning Permission as finally approved by the relevant Reserved Matters Approval is less than fifty two (52) Dwellings or is of a different Dwelling mix from that indicatively shown in Appendix 5 to this Deed.
- 1.6 To provide the Owner with such evidence as the Owner may reasonably require in order to confirm the expenditure of the Blunsdon MUGA Contribution.

2. DISCHARGE OF OBLIGATIONS

- 2.1 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when the Council is satisfied that such obligations have been performed.

Schedule 3 - Affordable Housing

Part 1 - Provision of Affordable Housing Units

1. The Owner covenants and agrees with the Council (that unless otherwise agreed in writing by the Council acting reasonably):
 - 1.1 That thirty percent (30%) of the Dwellings which are constructed on the Application Site shall be Affordable Housing of which seventy percent (70 %) shall be Affordable Rented Units (or Intermediate Rented Units in the event that Affordable Rent is no longer available to the Registered Provider) and thirty percent (30 %) shall be Intermediate Units.
 - 1.2 That it will agree the exact mix, tenure and locations of the Affordable Housing Units with the Council before Commencement of Development.
 - 1.3 That the Affordable Housing will be designed to be tenure blind and indistinguishable from Open Market Housing in terms of build quality, materials, external appearance, levels of amenity space, privacy and quantum of car parking provision and arrangements.
 - 1.4 To ensure the Affordable Housing Units are located in clusters of no more than 10 (ten) units and are otherwise fully integrated with the Open Market Units. The clusters are to be completely detached from one another; the use of roadways, paths and other access ways will not be considered as sufficient separation between clusters. Unless otherwise agreed by the Council the clusters of Affordable Housing Units are to include mixed Affordable Housing tenures within each cluster (exact clusters to be agreed with by the Council in writing).
 - 1.5 To construct all of the Affordable Housing Units to the development standard current at the time of the relevant Reserved Matters Approval pursuant to the Planning Permission to no lower standard than the standard which is applied to the Open Market Units unless otherwise agreed with the Council.
 - 1.6 To transfer the Affordable Housing Units to a Registered Provider (such Registered Provider to be approved by the Council) with the transfer prepared by the Owner's solicitors at the Owner's cost containing those terms set as required and set out in this Schedule 3.
 - 1.7 Not to allow more than seventy five percent (75%) of the Open Market Units to be Occupied until all the Affordable Housing Units have been constructed in accordance with the Planning Permission, made available for Occupation and the Owner has transferred (which shall be by way of freehold or leasehold transfer) the Affordable Housing Units to a Registered Provider on terms that require:

- (a) Full and free rights of access from a public highway to the relevant part of Affordable Housing Units and full and free rights for the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways and service media;
 - (b) Such other commercial terms and conditions as may be reasonably required by the Owner transferor or Registered Provider including requirements in respect of pro rata payments of all services repairs maintenance and improvements of a communal nature and other services relating to both the building in which the Affordable Housing Unit is located and to the estate comprised within the Application Site and insurance of the building and curtilage including estate management costs to the extent that all such costs are reasonably incurred.
- 1.7 That subject to the other provisions of this Deed not to use the Affordable Housing Units for any purpose other than the provision of Affordable Housing.
- 1.8 Upon the transfer of the Affordable Housing Units or Affordable Housing Land to a Registered Provider the Owner shall procure the execution by the Registered Provider and delivery to the Council of a Nominations Agreement PROVIDED THAT Registered Providers who are existing Swindon partners in partnership with the Council and are already signed up to the current 2010 Nominations Agreement will not be required to enter into a new Nominations Agreement.
- 1.9 To make it a requirement in the transfer of the Affordable Housing Units or Affordable Housing Land to a Registered Provider for the Registered Provider to take all reasonable and prudent steps to avert the repossession of the Affordable Housing Units by any chargee or mortgagee or the exercise by any chargee or mortgagee of a power of sale and that in the event of default under the security or the likelihood of default to co-operate fully with the Council and the HCA to arrange the transfer of the Affordable Housing Units or Affordable Housing Land to another Registered Provider or (at the Council's option) to the Council and in particular the Registered Provider shall inform and notify the Council immediately in the event of the owner or occupier for the time being of the Affordable Housing Unit (which may at that time be the Registered Provider) receiving notification from such chargee or mortgagee of any breach or alleged breach by the charger or mortgagor for time being of the Affordable Housing Unit or Affordable Housing Land of any of its obligations under its security.

- 1.10 That in the event of a default under any security or in other circumstances warranting the intervention of the HCA (whether or not under the Housing Act 1996 Part 1 Chapter IV or Schedule 1 Part IV) this shall not prevent the transfer of the freehold (or superior title) of the Affordable Housing Units or any part of it to another Registered Provider.
- 1.11 Following the completion of the construction of the Affordable Housing Units or any part thereof, the Affordable Housing Units shall only be let to or disposed of to:
- (a) any person whose income means they cannot afford to buy or rent a suitable property on the open market without financial assistance and meets the qualifying criteria set out in "A Home in Swindon - The Council's Housing Allocation Policy" (version April 2014) or meets the affordability criteria set out by the Home Buy Agent for Swindon (currently Help to Buy South); and/or
 - (b) a designated person being any persons who are at all material times immediately prior to the occupation of the Affordable Housing Unit:
 - (a) is on the housing register or housing transfer list of the Council www.swindonhomebid.org.uk or
 - (b) is owed a duty by the Council pursuant to section 193 of the Housing Act 1996 or
 - (c) is ordinarily resident or employed in the Borough of Swindon and is approved in writing by the Council as being suitable to occupy the Affordable Housing Units or part thereof; or
 - (c) any person who meets the qualifying criteria meaning any of the following or a combination of the following:
 - (a) is on the Help to Buy South Home Buy Register www.helptobuysouth.co.uk (or current Home Buy Agent for Swindon) ;or
 - (b) qualifies to move to the area in which the Affordable Housing Unit is situate pursuant to a mobility scheme to which the Council is the participating authority; or
 - (c) is owed a duty by the Council pursuant to section 193 of the Housing Act 1996; or
 - (d) is ordinarily resident or employed in the Borough of Swindon and is approved in writing by the Council as being

suitable to occupy an Affordable Housing Unit or part thereof

PROVIDED THAT nothing in this paragraph 1.11 shall preclude a transfer of the Affordable Housing Land or any Affordable Housing Unit erected thereon to a Registered Provider or a disposal as permitted in the paragraph hereinafter.

1.12 Following the completion of the construction of the Affordable Housing Units or part thereof, the Affordable Housing Units shall only be let or disposed of by way of:

- (a) a Low Cost Home Ownership Lease or similar appropriate legal mechanism in respect of those Affordable Housing Units to be Low Cost Home Ownership Units; or
- (b) an assured tenancy agreement complying with the guidance given by the HCA under section 36 of the Housing Act 1996 ;or
- (c) a starter probationary or fixed term tenancy agreement in the standard form of the Registered Provider; or
- (d) such other freehold or leasehold disposal as is first approved by the Council in writing; or
- (e) by way of the right to buy or the preserved right to buy under the Housing Act 1985 or the Right to Acquire under the Housing Act 1996

PROVIDED THAT nothing in this paragraph shall preclude a transfer of the Affordable Housing Land or any Affordable Housing Unit erected thereon to a Registered Provider or a disposal as permitted in the paragraph hereinafter.

1.13 Notwithstanding any other provisions of this Deed the covenants restrictions and obligations on the part of the Owner and/or the Registered Provider contained in this Schedule shall not be binding upon:

- (a) any Affordable Housing Unit in respect of which a tenant has exercised a right to acquire or right to buy or any Affordable Housing Unit where the lessee has staircased to one hundred percent (100%) equity share and so that such tenant or lessee or a successor in title thereto shall be entitled to dispose of such Affordable Housing Unit thereafter free from the covenants and obligations set out in this Schedule and which provisions shall determine absolutely
- (b) any mortgagee or chargee (or any receiver (including an administrator or administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any

security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**) of the whole or any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the whole or any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the whole or any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expense or the Market Value, whichever is less; and
- (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the whole or any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) free from the covenants and obligations on the part of the Owner and the Registered Provider contained in this Schedule which provisions shall determine absolutely.

Part 2 - Provisions that are to apply to sales of Affordable Housing

- 2. The following provisions are to apply to the sales of all Affordable Housing:
 - 2.1 All provisions reasonably necessary for the beneficial enjoyment of the Affordable Housing Units.
 - 2.2 Reservations of all rights of access and passages of services and rights of entry reasonably necessary for the beneficial enjoyment of the remaining part of the Development.
 - 2.3 A covenant by the Registered Provider not to dispose of any Affordable Housing Unit other than by sale by way of shared ownership or equity share or by other suitable arrangement to the intent that the Affordable Housing Unit shall be used for the purposes of providing housing with or without public subsidy for purchase and/or rent or for any combination of purchase and rent

significantly below open market level as defined by the HCA to be made available for persons who cannot afford to buy or rent houses generally available on the open market and who:

- (a) is on the Help to Buy South Home Buy Register (or current Home Buy Agent for Swindon) or
- (b) qualifies to move to the area in which the Application Site is situate pursuant to a mobility scheme to which the Council is the participating authority or
- (c) is owed a duty by the Council pursuant to section 193 of the Housing Act 1996 or
- (d) is ordinarily resident or employed in the Borough of Swindon and is approved in writing by the Council as being suitable to occupy the Affordable Housing Units or part thereof

PROVIDED THAT the transfer from the Registered Provider to the purchaser of an Affordable Housing Unit shall contain a restriction to the effect that the purchaser cannot offer the property for sale on the open market until such time after he has first offered the Registered Provider the option to repurchase the equity share of the property owned by the purchaser for a period of not less than eight (8) weeks PROVIDED FURTHER THAT this covenant shall not apply to mortgagees or chargees of any of the individual Affordable Housing Units nor to people who have staircased to one hundred percent (100%) ownership nor to people who have acquired an Affordable Housing Unit through a sale by private treaty or through any form of home ownership scheme and in any of those events the Registered Provider shall not be in breach of the covenant in respect of that Affordable Housing Unit.

2.4 Subject to and with the benefit of:

- (a) all matters registered or capable of registration as local land charges whether registered or not
- (b) all notices orders proposals or requirements affecting or relating to the Affordable Housing Units given or made by any government department statutory undertaker public local or other authority
- (c) all rights easements quasi-easements and privileges in the nature of light air drainage way and passage and other like rights used or enjoyed over the Affordable Housing Units.

Part 3 - Nominations Agreement

1. The Nominations Agreement as at the date of this Agreement in use by the Council is the 2010 Nominations Agreement

hereinbefore, which is subject to such further amendments and updates as may be required by the Council.

2. Reference to Registered Social Landlord (RSL) as provided in the 2010 Nominations Agreement means a Registered Provider.

THIS DEED OF NOMINATION RIGHTS is made theday of

BETWEEN:

- (1) (Name of Registered Social Landlord) [company number (number)] whose registered address is at (address) ('the RSL') and
(2) SWINDON BOROUGH COUNCIL of Civic Offices, Euclid Street, Swindon ("the Council")

1 Definitions

In this Deed:

- 1.2 'Initial Let' means the first tenancy or lease of such newly constructed and previously unoccupied Rented Unit or Shared Ownership Unit
- 1.3 'Nomination List' means the list to be supplied by the Council pursuant to clauses 3.1.3 and 3.2.1
- 1.4 'Nominee' means a person named who is specified by the Council as being suitable for the category of Rented Unit or Shared Ownership Unit in respect of which the RSL is in accordance with this Deed to offer a Tenancy Agreement or Shared Ownership Lease
- 1.5 'Property' means the land at (address) shown edged red on the attached plan
- 1.6 'Rented Units' means (number) [houses, flats, maisonettes or bungalows]
- 1.7 'Shared Ownership Units' means (number) [houses, flats, maisonettes or bungalows]
- 1.8 'Shared Ownership Lease' means a lease substantially in the form annexed or agreed between the parties
- 1.9 'Subsequent Nominee' means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.2.3
- 1.10 'Tenancy Agreement' means either a assured tenancy, assured shorthold tenancy or a starter tenancy agreement in a form prepared by the RSL and containing terms which accord with the form of tenancy agreement being used by the RSL from time to time for its general lettings

- 1.11 'Vacancy Notice' means a written notice in the form of a property nomination request form given by the RSL to the Council. The function of such notice being the notification to the Council by the RSL that the construction and fitting out of the Rented Unit or Shared Ownership Unit is ready to be advertised
- 1.12 'Void' means a Rented Unit which is vacant otherwise than as a result of the tenant having:
- 1.12.1 moved to other accommodation either by transfer or decant provided by the RSL
 - 1.12.2 moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996
- 1.13 'Void Notice' means a written notice given by the RSL to the Council in the form of a property nomination request form given by the RSL to the Council. The function of such a notice being the notification to the Council of a Void

2 Enabling Provisions

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

3 Procedure

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units or Shared Ownership Units

- 3.1 Initial lets
- 3.1.1 The RSL shall give the Council not less than 1 months' notice where possible of the date when the Initial Let units will be ready for occupation
 - 3.1.2 The RSL shall serve a property nomination form in respect of the Rented Units or Shared Ownership Units prior to such newly constructed and previously unoccupied Rented Units or Shared Ownership Units becoming available for occupation
 - 3.1.3 The Council shall on receipt of the property nomination form advertise the said property through its 'homebid website' on the next available bidding cycle. The close of the bidding

cycle will be no more than 14 days after the Council; received the property nomination form. The Council will serve upon the RSL within 3 working days the name of the nominated person whom the Council has shortlisted from the Council's nomination list.

3.1.4 The nominated person to be served by the Council under clause 3.1.3 shall:

3.1.4.1 specify the appropriate address of Rented Unit or Shared Ownership Unit

3.1.4.2 indicate the banding priority for the housing of the persons named

3.1.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units or Shared Ownership Units to persons of its own choosing in the event of the Council's failure to serve a name as referred to in clause 3.1.3 within the period of 3 working days at the close of the bidding cycle

3.1.6 The RSL shall within 10 working days of the date of receipt of the nominated person referred to in clause 3.1.3 use its reasonable endeavours to arrange viewing of the relevant Rented Unit or Shared Ownership Unit and offer a Tenancy Agreement or Shared Ownership Lease to such selected Nominee

3.1.7 If the selected Nominee fails to enter into a Tenancy Agreement or Shared Ownership Lease within 10 working days of receipt of the RSL's offer of a Tenancy Agreement or Shared Ownership Lease such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL can request another Nominee whereupon the procedure set out in clause 3.1.6 and this clause shall be repeated

3.1.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement or Shared Ownership Lease within the time prescribed by clause 3.1.7 then the RSL can request a third Nominee and the procedure set out in clauses 3.1.6 or 3.1.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement or Shared Ownership Lease within the prescribed time limits the RSL shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit or Shared

Ownership Unit but shall be entitled to let the Rented Unit or Shared Ownership Unit to a tenant of its own choosing

3.2 Voids

3.2.1 Should a Rented Unit or Shared Ownership Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:

3.2.1.1 the RSL shall serve a property nomination form in respect of the relevant vacant Rented Unit or Shared Ownership Unit and

3.2.1.2 The Council shall on receipt of the property nomination form advertise the said property through its 'homebid website' on the next available bidding cycle. At the close of the bidding cycle the Council will serve upon the RSL within 3 working days the name of the nominated person whom the Council has shortlisted.

3.2.2 The RSL shall have the right to let the relevant vacant Rented Unit or Shared Ownership Unit to a person of its own choosing in the event of the Council's failure to provide a nominee referred to in clause 3.2.1.2 within 3 working days of close of the bidding cycle.

3.2.3 Upon receipt of the nominated person referred to in clause 3.2.1.2 the RSL shall follow the procedure set out in clauses 3.1.6-3.1.8 mutatis mutandis

3.2.4 The RSL shall not be obliged to follow the procedure set out in clauses 3.2.1-3.2.3 if it would result in the Subsequent Nominees exceeding 50% or 75% of the Rented Units or Shared Ownership Units available after the Initial Let

3.3 Provision of information and alteration of lists

3.3.1 The RSL shall give notification to the Council of the occurrence of the following events within 5 working days of their occurrence:

3.3.1.1 a Nominee failing to view a Rented Unit or Shared Ownership Unit

3.3.1.2 a Nominee failing to accept the offer of a Tenancy Agreement or Shared Ownership Lease

3.3.1.3 a Nominee accepting an offer of a Tenancy Agreement or Shared Ownership Lease

3.3.1.4 a person accepting an offer of a tenancy from the RSL

3.3.1.5 the RSL rejecting a Nominee in accordance with clause 3.3.7

- 3.3.2 In the event of a further property nomination form being served pursuant to clause 3.3.1 then the name of such Nominee shall be removed from the shortlist
- 3.3.3 Within 5 working days of the Council receiving information regarding clause 3.3.1 save for notice under clause 3.3.1.4 the Council shall serve upon the RSL the name and address of another Nominee
- 3.3.4 If the Council has no suitable Nominee they will inform the RSL within 2 working days.
- 3.3.5 The RSL shall have the right to let a Rented Unit or Shared Ownership Unit to a person of its choosing if the Council's failure to provide a Nominee creates a Void in respect of that Rented Unit or Shared Ownership Unit
- 3.3.6 Each year (quarterly) the RSL shall serve the Council with details of the letting activities of the Rented Units and Shared Ownership Units when requested by the Council
- 3.3.7 The RSL shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the RSL the grant of a tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria
- 3.3.8 The Council shall immediately notify the RSL in writing if any Nominee is to be withdrawn from the Nomination List with full reasons
- 3.3.9 When calculating percentages for the purposes of this Deed percentages in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down
- 3.3.10 The Council and the RSL agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

4 Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 working days after posting

5 Transfers to other Registered Social Landlords

The RSL shall ensure that any Registered Social Landlord to which the Property and Rented Units and Shared Ownership Units erected thereon are transferred otherwise than by direction of the Housing Corporation under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council

6 Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

7 Agreements and declarations

The parties agree:

- 7.1 nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 7.2 the obligations contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

8 Costs

The RSL agrees with the Council to pay the legal costs which the Council incurs in preparing and entering into this Deed

IN WITNESS whereof the parties hereto execute this their Deed the day and year first before written

SWINDON BOROUGH COUNCIL:

Signed:

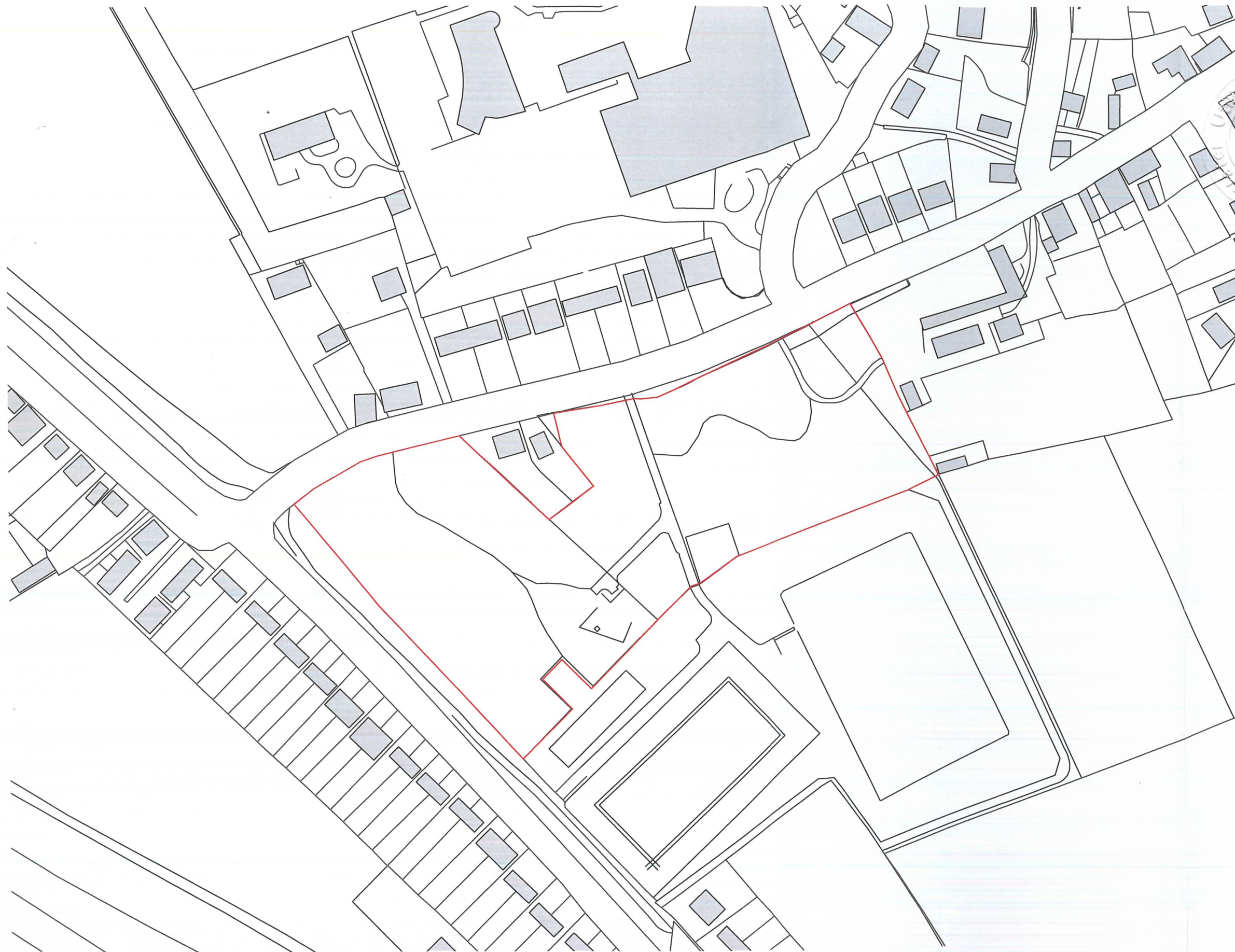
REGISTERED SOCIAL LANDLORD:

Signed:

Schedule 4 - Management Company

1. The Management Company shall be limited by guarantee and shall be open to membership only by the Owner and the transferees or lessees of the Dwellings comprising Open Market Units and if the Owner so requires membership of the Management Company may be extended to the Registered Provider.
2. The principal object of the Management Company shall be providing for the maintenance of the Open Space (which for the avoidance of doubt includes the LEAP) in accordance with the Open Space Strategy and reserved matters permissions.
3. As and when each of the Dwellings is sold or let the Owner will require that each of the purchasers or tenants becomes a member of the Management Company.
4. The Owner shall include in the transfer or lease of each Dwelling being an Open Market Unit and in the transfer to the Registered Provider a covenant on the part of the purchaser or lessee to become a member of the Management Company and to be bound by the memorandum of association of the Management Company and abide by any regulations reasonably made by it.
5. The Owner shall procure that upon any future conveyance transfer or assignment of any Dwelling being an Open Market Unit the relevant purchaser or assignee shall become a member of the Management Company.

APPENDIX 1 - PLAN



KEY



Proposed site boundary

2490814

86S 241

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AND PERSONAL SERVICES

Land at Blunsdon Reservoir on behalf of Thames Water

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drawing no. SK08
rev A
scale 1:2500 @ A3
drawn by MB
checked by SW

drawing Site Boundary
job no. RGPL326840
date 21/11/2016



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APPENDIX 2 - MASTER PLAN



- KEY**
- Proposed site boundary
 - Existing trees
 - Proposed trees
 - Existing shrub planting
 - Proposed shrub planting
 - Proposed structural planting
 - Proposed shared surface
 - Retained public rights of way
 - Proposed footpath
 - Proposed Road
 - Proposed parking
 - Proposed housing
 - Proposed driveway
 - Proposed lawn cover
 - Proposed private gardens
 - LEAP (Local Equiped Area of Play)
 - Street trees
 - Existing cycle path
 - Emergency vehicle access & Footpath / Cyclepath

LAND USE BUDGET

Developable site area	2.09 ha
Open Space	0.51 ha
Total site area	2.60 ha

SCHEDULE

2 bed bungalow	6
2 bed house	7
3 bed house	19
4 bed house	20

Total Density	52 units
	20 dph

Land at Blunsdon Reservoir
on behalf of Thames Water

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scale 1:1000 @A3
drawn by MB
checked by SW

drawing Illustrative Masterplan
job no. RGPL326840
date 10th April 2017



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AND PERSONAL SERVICES

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APPENDIX 3 - DRAFT PLANNING PERMISSION



SWINDON
BOROUGH COUNCIL

DRAFT DECISION NOTICE

Application Number: S/OUT/16/2034/TB

Ward: Blunsdon And Highworth

Parish: Blunsdon St Andrew

Proposal: Outline application for up to 52no. dwellings - Access not reserved.

Site Address: Land South Of High Street
Blunsdon
Swindon

Agent:
Mr Matthew Dawber
Savills Ltd
Wytham Court
11 West Way
Oxford
OX2 0QL

Applicant:
Thames Water Property Services Ltd

C/o Agent

WARNING:
IF YOU DO NOT COMPLY WITH THE CONDITION(S) BELOW,
THE COUNCIL MAY TAKE LEGAL ACTION AGAINST YOU

Reason for granting planning permission: The proposal does not conflict with the relevant development plan policies and there are no material planning considerations that outweigh the provisions of the development plan.

Conditions

1) This approval shall be in respect of drawing number SK08 A and the Transport Statement, Design & Access Statement, Arboricultural Planning Statement, Ecology Report and Landscape & Visual Impact Assessment received by the Local Planning Authority on 13th December 2017 and drawing number SK07 C received on 12th April 2017.

Reason: To define the scope of the development hereby permitted, in accordance with section 72 of the Town and Country Planning Act 1990.

2) Prior to the commencement of works on site in connection with the development hereby permitted, details of the layout, scale, appearance and landscaping (hereinafter called "the Reserved Matters") shall have first been submitted to and approved in writing by the Local Planning Authority.

Authorised by Richard Bell,
Head of Planning, Regulatory Services, Heritage
& Libraries

Decision Dated:

Richard Bell

Reason: To accord with Section 92 of the Town and Country Planning Act 1990.

3) Application for the approval of the Reserved Matters referred to in condition 2 above, shall be submitted in writing to the Local Planning Authority before the expiration of 3 years from the date of this permission and shall be carried out in accordance with the approval.

Reason: To enable the Council to review the suitability of the development in accordance with Section 92(2) of the Town and Country Planning Act 1990.

4) The development hereby permitted shall be commenced either before the expiration of 3 years from the date of this permission, or before the expiration of 2 years from the date of the last of the reserved matters to be approved, whichever is the later.

Reason: To enable the Council to review the suitability of the development in accordance with Section 92(2) of the Town and Country Planning Act 1990.

5) The material submitted with the landscaping reserved matters shall include: i) Details of the species, location, diameter, approximate height, and general state of health and stability, of every tree, bush or hedgerow on the site which is to be retained and of each tree, bush or hedgerow which is on land adjacent to the site and to which paragraphs ii), iii), iv) and v) below shall apply; ii) No tree, bush or hedgerow which is to be retained and which has been identified in paragraph i) above, shall be topped, lopped, felled, destroyed or wilfully damaged, including any severance of its roots without the prior written consent of the Local Planning Authority; iii) No materials, plant, soil or spoil shall be stored underneath, and no burning of materials shall take place, within the furthest extent of the canopy of any tree, bush or hedgerow, which is to be retained and which has been identified in paragraph i) above without the prior written consent of the Local Planning Authority; iv) Details of the specification and position of fencing and of any other measures to be taken for the protection of any tree, bush or hedgerow, which is to be retained and which has been identified in paragraph i) above. Such fencing or any other measures shall be retained until the approved development has been completed or the Local Planning Authority has approved, in writing, that such fencing or any other measures may be removed; v) All works to protect any tree, bush or hedgerow, which is to be retained and which has been identified in paragraph i) above shall be carried out in accordance with BS 5837(2012); vi) A planting plan and timetable of works for the soft landscaping of the site; all works shall be carried out in accordance with the approved plan and timetable; and any trees or plants, which within a period of five years from first being planted, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written approval to any variation; and vii) details of fencing and boundary treatments.

6) No development comprising the erection of any dwelling above ground level shall take place until full details of the slab levels of the buildings hereby permitted have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

**Authorised by Richard Bell,
Head of Planning, Regulatory Services, Heritage
& Libraries**

Decision Dated:

Richard Bell

7) No works shall commence on site (other than those required by this condition) on the development hereby permitted until the first 20m of the proposed access road, including the junction with the existing public road and associated visibility splays, as shown on drawing numbered PL01 Rev B has been completed to at least binder course level.

Reason: To reduce potential highway impact by ensuring that there is a satisfactory access at the commencement of construction works and for the duration of the development.

8) The development shall be served by an access road(s) laid out and constructed in accordance with the approved reserved matters details and no dwelling on the development shall be occupied until the road (including vehicular turning head(s), street lighting, drainage and footways where proposed) providing access from the nearest public road to that [dwelling/building] has been completed to at least binder course and footways to surface course level in accordance with the details so approved.

Reason: To ensure a satisfactory means of access for occupants of the development.

9) No development shall be commenced until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been submitted to and approved in writing by the Local Planning Authority. The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as either a dedication agreement has been entered into or a private management and maintenance company has been established.

Reason: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway.

10) No dwellings shall be occupied until full details of the road widening on High Street and hatching on Ermin Street have been submitted to and agreed in writing by the Local Planning Authority, implemented in accordance with the approved plans and opened to the public.

Reason: To reduce potential highway impact by ensuring that there is a satisfactory access to the development and at the commencement and duration of construction works.

11) The approved Travel Plan shall be implemented in accordance with the details and timetable therein, and shall be continued thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the opportunities for sustainable transport modes are taken up.

12) No development shall take place, including any site preparation works, until a Construction Method Statement has been submitted to, and approved in writing by, the local planning authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall:

i. specify the type and number of vehicles;

**Authorised by Richard Bell,
Head of Planning, Regulatory Services, Heritage
& Libraries**

Decision Dated:

Richard Bell

- ii. specify point of construction access and access route to the site;
 - iii. provide for the parking of vehicles of site operatives and visitors;
 - iv. provide for the loading and unloading of plant and materials;
 - v. provide for the storage of plant and materials used in constructing the development;
 - vi. provide for wet wheel washing facilities;
 - vii. specify the intended hours of construction operations;
 - viii. measures to control the emission of dust and dirt during construction
- Reason: To reduce the potential impact on the public highway during the site preparation and construction phase(s) of development.

13) The allocated private car parking spaces for each unit together with the visitor car parking spaces on the highway in association with those units, shall be laid out and made available for use prior to the occupation of the each unit. These spaces shall thereafter be retained only for the parking of motor vehicles in connection with the development hereby permitted.

Reason: In the interests of highway safety.

14) All private accesses within the development shall be by means of a dropped kerb crossing.

Reason: In the interests of highway safety.

15) Construction works associated with the development hereby permitted shall only take place between 0800 hours to 1800 hours on Mondays to Fridays and 0900 hours to 1300 hours on Saturdays and at no time on Sundays or Bank Holidays.

Reason: In the interests of residential amenity

16) The mitigation measures and further work recommendations set out in the Ecology Report shall be adhered to.

Reason: To safeguard protected species.

17) Prior to the occupation of the dwellings hereby permitted details of the incorporation of bird nesting boxes and bat roosting bricks as per the recommendations made within the ecology report.

Reason: In the interests of the ecological enhancement of the site.

18) Development shall not commence until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

Reason - To ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community.

**Authorised by Richard Bell,
Head of Planning, Regulatory Services, Heritage
& Libraries**

Decision Dated:

Richard Bell

19) Development shall not commence until a surface water drainage strategy, which details any on and/or off site drainage work and incorporates sustainable urban drainage principles has been submitted to and approved in writing by the Local Planning Authority. The strategy shall also include a timetable for the implementation of the approved works. No discharge of surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed and these shall be fully implemented in accordance with approved implementation timetable.

20) Not less than 2% of the total residential development shall provide ramped access with flush thresholds into all doorways, doorway widths, space for internal circulation and for through-the-floor lift vertical circulation, and for use of a bathroom, toilet and kitchen at entry level designed to provide for wheelchair user occupiers in accordance with a plan or schedule, which shall have been submitted to and approved in writing by the Local Planning Authority. These design features and provisions shall be retained for so long as the buildings hereby permitted remain in use as dwelling houses.

21) Development shall not commence above ground level until details for the provision of a water supply and fire hydrants necessary to meet the fire-fighting needs of the development (including the installation arrangements and the timing of such an installation) have been submitted to and approved in writing by the Local Planning Authority. The approved measures shall be implemented in full accordance with the agreed details.

Reason: To ensure that adequate measures for fire-fighting can be incorporated into the development, including the construction phase.

22) Development shall not commence above ground level until details of all external facing materials shall have first been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be carried out in accordance with these approved details.

Reason: To ensure that the appearance of the development is satisfactory.

23) Development shall not commence regarding the construction of the dwellings until full details of the Public Open Space and Play Area, shall be submitted to and approved in writing by the Local Planning Authority. Details shall include the size, location, specification of equipment, hard surface treatments and soft landscaping. The scheme shall be implemented in accordance with the approved details and timetable.

Reason: To comply with the terms of the application and to ensure that the public open space and play area are implemented.

Authorised by Richard Bell,
Head of Planning, Regulatory Services, Heritage
& Libraries

Decision Dated:

Richard Bell

Informatives

- 1) There are large water mains crossing the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. It is advised that the developer contact Thames Water Developer Services with regard to all water infrastructure relating to the development at an early stage and before commencing any piling on Telephone No: 0800 009 3921.
- 2) In the interests of safety, the applicant is recommended to incorporate fire prevention measures within the development, such as sprinkler systems. Further advice can be obtained from Wiltshire Fire Brigade by visiting www.wfb.org.uk
- 3) This development constitutes Community Infrastructure Levy 'CIL' liable development. CIL is a mandatory financial charge on development. For more information on CIL visit www.swindon.gov.uk/cil or telephone the SBC CIL Team on 01793 466289 or 466397 or email cil@swindon.gov.uk. To avoid additional financial penalties the requirements of the impact of CIL must be managed before development is commenced and subsequently payment made in accordance with the requirements of the CIL Demand Notice issued.
- 4) In addition to this consent, please contact gazetteers@swindon.gov.uk or ring 01793 466378 for information and advice regarding the registration of new or revised property addresses. The naming of streets and addressing of properties within the Borough, is controlled by Swindon Borough Council under the Town Improvement Clauses Act 1847. The Act is used to make sure that any new street names, building names and numbers are allocated logically and that a unique and unambiguous address is provided for every property within the borough.
- 5) The suggested biodiversity enhancement measures set out in the Ecology Report shall be taken into consideration when proposals with regard to condition 5 are put forward.

Authorised by Richard Bell,
Head of Planning, Regulatory Services, Heritage
& Libraries

Decision Dated:

Richard Bell.

APPENDIX 4

LEAP Specification

The LEAP must be constructed outside of floodplain.

LEAP - Local equipped Area for Play

- Has a minimum activity zone area of 625m² Caters for children from 2 to 8 years of age
- Is within 5 minutes walking time (250m, straight line) from home
- Has a buffer zone of not less than 10m in depth between the edge of the activity zone and the boundary of the nearest dwelling and a minimum of 20m between the activity zone and the habitable room façade of the dwelling. This zone should include planting to enable children to experience natural scent, colour and texture.
- Should not have play equipment overlooking nearby gardens
- Is positioned beside pedestrian pathway on a well-used route.
- Occupies a well-drained site with a grass or a hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN1177.
- Contains at least 5 types of play equipment, of which at least 2 are individual pieces, rather than part of a combination multi-play unit. Each type of play equipment should be designed to stimulate one of the following activities:
 - Balancing
 - Rocking
 - Climbing/agility
 - Sliding
 - Social play
 - additional items may focus upon rotating, swinging, jumping, crawling, viewing, counting or touching.
- The playground equipment must conform to EN1176.
- Contains seating for parents and/or carers.
- Contains a litter bin
- Has adequate space around the equipment to enable children to express their general exuberance and play games of 'tag' or 'chase'.
- Where fencing is specified, it should be at least 1m height around the perimeter of the activity zone, with two outward-opening, self-closing gates, on opposite sides of the play area, to deter entry by dogs and to restrict opportunities for bullying.
- Has a sign indicating:
 - The area is solely for use by children
 - Adults are not allowed unless accompanied by children
 - Dogs are excluded
 - Name and telephone number of the operator of the facility to report any incident or damage to the play equipment
 - Location of the nearest public telephone (where possible)

IN ALL CASES THERE SHOULD BE CLEAR ARRANGEMENTS IN PLACE FOR THE MANAGEMENT AND MAINTENANCE OF THE PLAY FACILITY, INCLUDING MEETING SAFETY CHECK REQUIREMENTS

APPENDIX 5

Calculation of the Blunsdon MUGA Contribution

The Blunsdon MUGA Contribution is currently calculated informed by the Indicative Dwelling Mix set out on the Master Plan. It is to be recalculated based on the number of Dwelling(s) and unit sizes provided under the relevant Reserved Matters Approval and then Index linked to inform the sum to be paid.

For comparison set out below is the approach to calculating the Blunsdon MUGA Contribution based on the indicative Master Plan under the Planning Application:

Planning Application Master Plan indicative Dwelling mix based on a total of 52 Dwellings provided

Contribution	Unit Size	No of Units on Master Plan	Value Per unit (£)	Total by Unit Size
Blunsdon MUGA	1 bed		£246.34	£0.00
	2 bed	13	£329.73	£4,286.49
	3 bed	19	£464.44	£8,824.36
	4+ bed	20	£637.65	£12,753.00

Contribution	Amount
Blunsdon MUGA	£25,863.85

The following table is to be used to inform the base value of the Blunsdon MUGA Contribution prior to being Index Linked once the Dwelling unit number and mix that is to be provided pursuant the relevant Reserved Matters Approval(s) is known:

Reserved Matters Approval Dwelling mix matrix

Dwelling Size	Number of Dwellings provided pursuant to the relevant Reserved Matters Approval	Value per unit (£)	total cost by Unit size (£)
1 Bed		£246.34	
2 Bed		£329.73	
3 Bed		£464.44	
4+ Bed		£637.65	
TOTAL			

value per unit (£)
x

Number of Dwellings provided pursuant to the relevant Reserved Matters Approval

=

Total cost by unit size (£)

Total £ 1 Bed + Total £ 2 Bed + Total £ 3 Bed + Total £ 4+ Bed

=

Blunsdon MUGA Contribution payable (£)

APPENDIX 6

Open Space Strategy Specification

The Open Space Strategy shall contain details on the following:

- Location and quantity of each type of open space being provided on site:
 - General Recreation
 - Formal Children's Play - LEAP and its location including distance measurement to nearest Dwelling boundary and Dwelling window
- A phasing plan and details on the phasing of delivery that identifies how the Open Space will be delivered alongside the construction of Dwellings to ensure that residents are provided with Open Space in a timely manner
- What company the Owner intends to appoint to oversee the independent checking of the Open Space construction compliance with RM approvals and required standards and defect corrections prior to transfer of the open space to an approved Management Company or other approved third Party
- Proposals for the future management and ownership of the Open Space
- How the Owner will share information with prospective purchasers about the location and type of Open Space being provided on site (including the location of formal play facilities relative to Dwellings for sale)
- The content of a transfer pack of information on the open space to be transferred to the Management Company or Other Approved Third Party which for the avoidance of doubt must contain the most- up-to date ROSPA Inspection Certification for the LEAP integral to the transfer
- In the event the Owner makes a decision to make an initial open space maintenance payment to the Management Company, when that payment will be made to the transferee or leaseholder of the relevant Open Space