

DATED 21st May 2014

RUGBY RADIO STATION (GENERAL PARTNER) LIMITED and RUGBY RADIO STATION (NOMINEE) LIMITED  
as TRUSTEES OF RUGBY RADIO STATION LIMITED PARTNERSHIP (1)

RUGBY BOROUGH COUNCIL (2)

and

WARWICKSHIRE COUNTY COUNCIL (3)

---

PLANNING OBLIGATION BY DEED OF AGREEMENT UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to land at Rugby Radio Station

---

MILLS & REEVE

## Contents

INTRODUCTION .....	1
1 Definitions .....	1
CLAUSES .....	30
2 Construction of this Deed .....	30
3 Legal basis .....	31
4 Effect of this Deed .....	32
5 The Owner's covenants .....	34
6 The Borough Council's covenants .....	35
7 The County Council's covenants .....	35
8 Release of Liability .....	35
9 Verification and enforcement .....	35
10 Dispute provisions .....	35
11 Miscellaneous .....	36
12 Waiver .....	37
13 Indexation .....	37
14 Interest .....	37
15 VAT .....	37
16 Jurisdiction .....	37
17 Step-In Rights .....	37
18 Delivery .....	38
Schedule 1 .....	39

THE PROPOSED DEVELOPMENT.....	39
Part 1– Site .....	39
Part 2 - Development .....	40
Schedule 2 - Draft Planning Permission.....	41
OBLIGATIONS .....	41
Schedule 3 - Education.....	42
Schedule 4 - Affordable Housing.....	51
Schedule 5 - Formal Open Space/NEAPs/LEAPs/Strategic Informal Open Space/Allotments .....	57
Schedule 6 - Community Facilities .....	82
Schedule 7 - Healthcare .....	91
Schedule 8 - District and Local Centres .....	92
Schedule 9 - Highways and Access .....	93
Schedule 10 - Waste Management.....	106
Schedule 11 - Heritage .....	107
Schedule 12 - Monitoring .....	109
COVENANTS .....	110
Schedule 13.....	111
Part 1- Borough Council's Covenants.....	111
Part 2 – County Council's Covenants .....	112
ANNEXES .....	114
Annex A – Schools .....	114
Part 1 – Earliest Trigger Event for a School Contract Notice .....	114

Part 2 – Timing of payments for inclusion within School Contract Notices .....	115
Part 3 – School Delivery Timetable (including timetable for payments of School Payment 1).....	117
Part 4 – School Review Process .....	118
1 Objective and outcomes .....	118
2 Testing the assumptions.....	119
3 Process.....	120
4 Outcomes .....	121
Annex B – Bus Services .....	122
Annex C – Affordable Housing Review Process.....	123
Annex D - Open Space Delivery Timetable.....	127
Annex E - Highways.....	128
Part 1 - Highways .....	128
Part 2 - Highway Payment Timetable.....	129
Annex F – Certification Procedure .....	130
Annex G - School – Transfer Terms.....	131
Annex H - Supplemental Deed.....	133
Annex I – Site Wide Travel Plan.....	137
Appendix 1 - School Review Process Spreadsheet/Assumptions .....	138
Plans .....	139
Listed Building Plan .....	140
Site Plan .....	141
Open Space Delivery and Management Plan.....	142

This Deed of agreement is dated **21st May** 2014

**PARTIES**

- (1) **RUGBY RADIO STATION (GENERAL PARTNER) LIMITED** (Company Registration No. 04944892) and **RUGBY RADIO STATION (NOMINEE) LIMITED** (Company Registration No. 04943904) as trustees of **RUGBY RADIO STATION LIMITED PARTNERSHIP** (Company Registration No LP009085) ("the Owner")
- (2) **RUGBY BOROUGH COUNCIL** of Town Hall Evreux Way Rugby Warwickshire CV21 2RR ("**Borough Council**")
- (3) **WARWICKSHIRE COUNTY COUNCIL** of Shire Hall Warwick Warwickshire CV34 4RL ("**County Council**")

**INTRODUCTION**

- (A) The Borough Council is the local planning authority for the purposes of the Act for the area in which the Site and the Further Land are situated.
- (B) The County Council is the local highway authority and the local authority for statutory age education and pre statutory age education and childcare and is also the local planning authority for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site as set out Schedule 1 Part 1 (subject to the matters referred to on the relevant registers of title and in relation to parts of the Site further affected by farm business tenancies which the Owner proposes will be brought to an end in a way consistent with delivery of the Development).
- (D) The Owner has submitted the Application to the Borough Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (E) The Borough Council resolved on 8 January 2014 and 19 February 2014 to grant the Planning Permission subject to the prior completion of this Deed.

**NOW THIS DEED WITNESSES** as follows:

**1** **Definitions**

- "A Station"** an existing building within the curtilage of C Station shown marked 'A' on the Listed Building Plan
- "Act"** the Town and Country Planning Act 1990 as amended
- "Additional FE"** the potential required additional FE which may be provided at a Primary School and/or the additional capacity which may be provided at the Secondary School at an advanced stage in the Development which may for the purposes of the School Review Process include part of an FE
- "Affordable Housing"** has the meaning given to it in Annex 2 of the

National Planning Policy Framework (March 2012)  
or any replacement thereof

**"Affordable Housing Dwellings"**

Affordable Housing in the form of Affordable Rent Dwellings, Social Rent Dwellings or Intermediate Dwellings as the case may be and identified as such in accordance with this Deed

**"Affordable Housing Parcel"**

a Residential Reserved Matters Area which includes Affordable Housing Dwellings (but may also include Market Dwellings)

**"Affordable Housing Parcel Scheme"**

for an Affordable Housing Parcel a scheme for the delivery of Affordable Housing within the same which is in conformity with the relevant Key Phase Affordable Housing Delivery Plan and which identifies:

- 1 the quantum of Affordable Housing Dwellings within that Affordable Housing Parcel;
- 2 the size, type, tenure distribution and layout of the Affordable Housing Dwellings within that Affordable Housing Parcel including a Tenure Allocation;
- 3 the proposed minimum design code and construction standards for the Affordable Housing Dwellings;
- 4 proposals for the timing of delivery of the Affordable Housing Dwellings within that Affordable Housing Parcel where relevant to be proportionate to the delivery of any Market Dwellings within that Affordable Housing Parcel and in those circumstances any proposed Trigger Event being a number of Market Dwellings and the corresponding number of Affordable Housing Dwellings ("**Prescribed Number**") to be provided no later than the corresponding Trigger Event (including what is to qualify as "provide" in the context of Obligations 23 and 24 including as appropriate in relation to any Low Cost Homes for Sale);
- 5 where any Low Cost Home for Sale is included proposals for the securing of the discount for the benefit of future buyers and the terms of the initial transfer of the Low Cost Home for Sale; and
- 6 proposals for the level of nominations to

be given to the Borough Council other than for any Low Cost Homes for Sale where the discount is preserved for future occupiers

<b>“Affordable Rent Dwellings”</b>	Dwellings let by a local authority or a Registered Provider and made available for rent to households who are eligible for social rented housing and subject to rent controls that require them to be offered at a rent of no more than 80% of the local market rent (including service charges where applicable)
<b>“Allocations Policy”</b>	the Borough Council’s adopted policy current from time to time determining the manner in which Affordable Housing is allocated to meet local housing need in the Borough Council’s area
<b>“Allotments”</b>	an area of land set aside for the growing of food crops and for ancillary car parking by individuals on a non-commercial basis
<b>“Application”</b>	the application for outline planning permission submitted to the Borough Council for the Development on the Application Site and allocated reference number R11/0699
<b>“Application Site”</b>	that land edged red on the Site Plan comprising the Site and the Further Land
<b>“Approval”</b>	approval in writing by the Borough Council or the County Council as the case may be such approval not to be unreasonably withheld or delayed or Determination and <b>“Approve/Approved”</b> shall be construed accordingly
<b>“Baxter Index”</b>	the indices published by Her Majesty’s Stationary Office in the Monthly Bulletin of Indices – Civil Engineering Formula 1990 Series to be weighted in the proportions Labour and Supervision 25%, Plant and Road Vehicles 25%, Aggregate 30% and Coated Macadam and Bitumen Products 20%
<b>“BCIS Index”</b>	The Building Cost Information Service All-in Tender Price Index published by the Royal Institution of Chartered Surveyors
<b>“Beneficial Occupier”</b>	a person deriving title from the Owner to any Exempt Unit in order to Occupy the same or to allow Occupation of the same by one or more licensees or tenants
<b>“Bus Priority Works Contribution”</b>	the sum of One Hundred and Twenty Five Thousand Pounds (£125,000) for the purposes of delivering bus priority measures to support Bus

Services (there being two such payments required by this Deed totaling Two Hundred and Fifty Thousand Pounds (£250,000)) payable in accordance with Obligations 77 and 79

**“Bus Services”**

the provision of bus services serving the Development in accordance with the Site Wide Travel Plan to assist in achieving the targets set out therein such services to be:

- 1 tailored to the needs of the Development and its phased construction; and
- 2 flexible enough to address the needs arising from the origin and destination of those living and employed at and travelling to and from the Development;

as determined through the Transport Review Group but based on an initial level of service set out in Part 1 of Annex B and thereafter at a level of service within the general scope as is set out indicatively in Part 2 Annex B

**“Bus Services Fund”**

the sum of Eight Million Pounds (£8,000,000) for the purposes of providing Bus Services

**“C Station”**

the existing heritage Grade 2 listed building shown marked ‘C’ on the Listed Building Plan

**“Canal Corridor Contribution”**

the sum of Fifty Thousand Pounds (£50,000) for the purposes of improvements to the canal corridor and towpath neighbouring the Application Site in accordance with Obligation 52

**“Centre”**

the District Centre or a Local Centre as the context requires

**“Certification Procedure”**

the procedure for the inspection, notification of defects or rectification of defects set out in Annex F

**“Chargee”**

any mortgagee or chargee of a Registered Provider or of any Affordable Housing Dwelling or any successor in title to the same or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

**“Commencement of Development”**

the first date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site or part thereof as the context requires other than (for the purposes of this Deed and for no other purpose):



- 1 works of demolition including the removal of resulting materials (unless they are to be reused in the Development) and consequential making good;
- 2 works to stabilise and support existing structures;
- 3 surveys including invasive works;
- 4 remedial work in respect of any contamination or other adverse ground conditions;
- 5 works of ecological mitigation;
- 6 site clearance;
- 7 archaeological or ground investigations;
- 8 erection of temporary fencing or temporary hoardings including site notices;
- 9 erection of temporary security measures and/or temporary lighting;
- 10 erection of temporary buildings, structures or compounds directly linked to anticipated construction;
- 11 construction of temporary roadways; and
- 12 laying, removal or diversion of Services

and **“Commence”** and **“Commencement”** shall be construed accordingly

**“Community Facilities”**

facilities and premises for community use to comprise in aggregate two thousand nine hundred square metres (2,900m<sup>2</sup>) of space which may include elements of the Indoor Sports Facilities and may include a library the detail and nature of which is to be identified within one or more Key Phases and references to **“a Community Facility”** shall mean such a facility for which a delivery programme is approved under Planning Condition 11 (b)

**“Community Facilities Delivery Timetable”**

a timetable for provision of Community Facilities within the Development so that elements of the Community Facilities are available for community use in accordance with the following Trigger Events (each expressed as Dwellings Occupied); 900, 2700, and 4500 and for the purposes of this

	definition "available for community use" shall mean that the relevant Community Facility is capable of being immediately used for the function for which it was designed
<b>"Completion Certificate"</b>	has the meaning given in the Certification Procedure
<b>"CPT Index"</b>	the Confederation for Passenger Transport (CPT) Bus Operators Costs Index for Midlands
<b>"Cycle and Pedestrian Links Contribution"</b>	the sum of One Hundred Thousand Pounds (£100,000) for the purposes of creating new and enhancing existing offsite cycle and pedestrian facilities in order to link the Site with residential and employment areas in Rugby including in Rugby town centre (there being two such payments required by this Deed totalling Two Hundred Thousand Pounds (£200,000)) payable in accordance with Obligations 81 and 83
<b>"Delivery Management Strategy"</b>	the strategy so called and to be approved under Planning Condition 6
<b>"Determined"</b>	determined under clause 10 and <b>"Determination"</b> shall be construed accordingly
<b>"Development"</b>	the development of the Application Site as permitted by the Planning Permission for the development described in Schedule 1 Part 2
<b>"Development Plan"</b>	has the meaning given in the Act
<b>"Development Unit"</b>	a single Dwelling or fifty three square metres (53 m <sup>2</sup> ) (gross external) of Employment Space for purposes within Use Class B1(a) or (b) or one hundred and forty eight square metres (148 m <sup>2</sup> ) (gross external) of Employment Space for purposes within Use Class B1(c), B2 or B8
<b>"DfE"</b>	The Department for Education or any other Government Department responsible for schools
<b>"District Centre"</b>	an area of the Application Site incorporating C Station providing a mix of uses with maximum unit numbers or floorspace in accordance with Planning Conditions 44, 46 and 47
<b>"District &amp; Local Centres Marketing Strategy"</b>	a strategy for the marketing of the facilities and opportunities within each of the District Centre and the Local Centres in order to facilitate the securing of occupiers such strategy to include: <ul style="list-style-type: none"> <li>1 the range of facilities in each Centre (to include in the case of the District Centre</li> </ul>

the Health Facility) likely to be made available for letting and/or purchase;

- 2 the principles to be applied to the timing of bringing forward of the facilities within each Centre;
- 3 the principles to be applied to the marketing of the facilities within each Centre having regard to the range of facilities within the relevant Centre and to the timing of marketing (beginning of marketing and the duration), the use of agents, advertisements and other methods of seeking interest in the facilities;
- 4 proposals for matters to be included within a quarterly report to the Borough Council ("**Marketing Report**") as required by Obligation 69 having regard to the above such matters to include notification to the Borough Council on progress as to the securing of occupiers; and
- 5 proposals for the process for agreement or Determination of any revisions to the strategy as the Owner may from time to time propose

and when the term is used in this Deed it shall be a reference to the strategy as reviewed and so Approved by the Borough Council

**"Dwelling"**

any dwelling (including a house maisonette or flat) permitted by the Planning Permission and for the purposes of clause 4 shall include any land included with the Dwelling in the legal document effecting its disposal

**"Early Works Approval"**

a Reserved Matters Approval comprising only one or more of the following (and no other development):

- 1 works of demolition including the removal of resulting materials (unless they are to be reused in the Development) and consequential making good;
- 2 works to stabilise and support existing structures;
- 3 surveys including invasive works;
- 4 remedial work in respect of any contamination or other adverse ground

- conditions;
- 5 works of ecological mitigation;
- 6 site clearance;
- 7 archaeological or ground investigations;
- 8 erection of fencing or hoardings including site notices;
- 9 erection of security measures and/or lighting;
- 10 erection of temporary buildings, structures or compounds directly linked to anticipated construction;
- 11 construction of temporary roadways;
- 12 laying, removal or diversion of Services; and
- 13 construction of roads and road corridor infrastructure (ancillary landscaping, street furniture and Services)

<b>“Eligible Household”</b>	a person in need of Affordable Housing as determined by the Registered Provider and Approved by the Borough Council’s Head of Housing
<b>“Employment Reserved Matters Area”</b>	a Reserved Matters Area which comprises one or more buildings to be used as Employment Space together with any ancillary services roads car parking and landscaping
<b>“Employment Space”</b>	the external gross floor area in m <sup>2</sup> of buildings for purposes within Use Classes B1, B2 or B8
<b>“Employment Unit”</b>	a unit of Employment Space which is in separate Occupation
<b>“Enforcing Authority”</b>	the Borough Council and/or the County Council as relevant to the context being the authority able to enforce a relevant Obligation
<b>“Event”</b>	has the meaning given in clause 4.3.2
<b>“Exempt Reserved Matters Area”</b>	a Reserved Matters Area other than a Residential Reserved Matters Area or an Employment Reserved Matters Area
<b>“Exempt Unit”</b>	unless otherwise set out in any of Schedules 3-12 any of: i) a Dwelling; ii) an Employment Unit; or iii) a unit in separate Occupation for purposes within

Use Classes A1 – A5 inclusive, C1, D1 and D2

<b>“FE”</b>	a form of entry being a reference to the capacity of a school to accommodate pupils according to the number of classes (or 30 pupils) per year group so that a reference to <b>“1FE”</b> means a single class per year group, <b>“2FE”</b> means two classes per year group and <b>“3FE”</b> means three classes per year group
<b>“Final Certificate”</b>	a certificate of final completion of construction works or laying out in respect of the relevant area of Open Space or Community Facility issued by the Owner’s architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) or in the event that the relevant area of Open Space or Community Facility is laid out or constructed by a party other than the Owner the issue of such a certificate by that other party’s architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) in the circumstances provided for in the Certification Procedure
<b>“First Heritage Report”</b>	a report in relation to the A Station and the C Station undertaken by a suitably qualified person which report identifies any works needed in relation to each of the A Station and the C Station in order to render them wind and water tight ( <b>“First Heritage Works”</b> )
<b>“First Primary School”</b>	the Primary School which is the first Primary School in time to be included in a Key Phase and which subject to the location of the Additional FE is to be delivered in two phases each comprising a single FE ( <b>“First Primary School phase 1”</b> and <b>“First Primary School phase 2”</b> )
<b>“First Primary School Site”</b>	the site Identified for the First Primary School
<b>“Formal Open Space”</b>	those areas so marked on the Open Space Delivery and Management Plan being formal open space providing outdoor recreation and leisure facilities and green infrastructure and which may also incorporate elements of the Indoor Sports Facilities and buildings ancillary to Formal Open Space such as sports pavilions clubhouses and changing rooms
<b>“Formal Open Space 1”</b>	the Formal Open Space which is the first Formal Open Space in time to be Identified
<b>“Formal Open Space 2”</b>	the Formal Open Space which is the second Formal Open Space in time to be Identified

<b>“Formal Open Space 3”</b>	the Formal Open Space which is the third Formal Open Space in time to be Identified
<b>“Further Land”</b>	that part of the Application Site which is not within the Site and which is shown coloured yellow on the Site Plan
<b>“Further Provisions”</b>	Sections 111, 120 and 130 of LGA 1972, Section 2 of LGA 2000, Section 1 of the Localism Act 2011, Section 9 of the Open Spaces Act 1906 and all other enabling powers which may be relevant for the purposes of giving validity to any relevant Obligation or facilitating its enforcement
<b>“Health Facility Land Criteria”</b>	<p>a single parcel of land which is:</p> <ol style="list-style-type: none"> <li>1 located within the District Centre;</li> <li>2 Serviced;</li> <li>3 extending to approximately 0.3 hectares suitable for construction of a building to accommodate a GP surgery for 8 general medical practitioners (including appropriate support) together with appropriate parking unless parking within and serving the District Centre is provided centrally (“<b>Health Facility</b>”).</li> </ol>
<b>“Health Facility Land Offer”</b>	delivery to a Health Provider of a single contract on reasonable commercial terms to dispose of and acquire for a nominal consideration of £1 the freehold of a parcel of land meeting the Health Facility Land Criteria executed as a deed by the Owner which shall be delivered and shall remain open for 56 days with the intention that the Health Provider may sign and date the contract so that it becomes legally enforceable between the parties
<b>“Health Provider”</b>	a person or persons providing primary health care facilities
<b>“Highway Payments”</b>	each of those payments provided for in Annex E Part 2 for the purpose of the Highway Works and “ <b>Highway Payment</b> ” shall be construed accordingly
<b>“Highway Payments Timetable”</b>	a timetable for the payment of the Highway Payments in accordance with the Trigger Events set out in Annex E Part 2 and for the purpose of the Highway Works
<b>“Highway Works”</b>	those works listed in Annex E Part 1 and related to the Highway Payments

**“Identified”**

where in accordance with clause 4 all or part of the Site is Land Bound or Land Released the Identification of such land shall be in accordance with the following:

- 1 for a School Site/School - identified on a plan approved pursuant to Obligation 1
- 2 for a Reserved Matters Area – identified in the relevant Reserved Matters Approval
- 3 for Open Space - identified as such within a Reserved Matters Area
- 4 for any RP Land– identified under the legal document effecting its disposal to a Registered Provider
- 5 for a Key Phase – identified under Planning Condition 9
- 6 for a Community Facility – identified as such within a Reserved Matters Area
- 7 for a Dwelling – identified under the legal document effecting its disposal to a Beneficial Occupier
- 8 for an Employment Unit – identified in the legal document effecting its disposal to a Beneficial Occupier
- 9 for a Large Unit/Small Unit – identified as such within a Reserved Matters Area
- 10 for an Exempt Unit – identified in the legal document effecting its disposal to a Beneficial Occupier

**“Implemented”**

in the context of the Management Scheme or Public Access Scheme means performed according to the terms of the same as the case may be to the satisfaction of the Borough Council

**“Index Linked”**

linked to the Relevant Index such that any sum or financial contribution which is so linked in this Deed shall be increased or decreased by reference to the Relevant Index PROVIDED THAT if the reference base used to compile the Relevant Index changes after the date of this Deed but before payment of any sum which is Index Linked in this Deed the figure taken to be shown in the Relevant Index after the change is to be the figure that would have been shown in the Relevant Index

if the reference base current at the date of this Deed had been retained

**“Indoor Sports Facilities”**

facilities and premises for indoor sports and recreation to form part of the three thousand one hundred square metres (3,100m<sup>2</sup>) of Use Class D2 space which may include sports pavilions, clubhouses and changing rooms ancillary to Formal Open Space and which may be co-located with Community Facilities and/or a School

**“Intermediate Dwelling”**

a Dwelling for sale or rent provided at a cost above that of a Social Rent Dwelling but below market levels and falling within the definition of Affordable Housing and including Shared Ownership Dwellings and Low Cost Homes for Sale and other homes for intermediate rent but excluding Affordable Rent Dwellings

**“Interest”**

interest at four per cent per annum above the base lending rate of the Co-Operative Bank plc

**“IRR”**

internal rate of return

**“Key Phase”**

a part of the Development as shall be Identified as a Key Phase under Planning Condition 9

**“Key Phase 1”**

the first Key Phase (in time) in relation to which the requirements of Planning Condition 9 have been satisfied

**“Key Phase 1 Affordable Housing Quanta”**

the provision of the following percentages of Affordable Housing in Key Phase 1:

- 1 zero percent (0%) of the first three hundred and fifty (350) Dwellings to be Practically Completed shall be Affordable Housing Dwellings;
- 2 eight (8) Shared Ownership Dwellings from the Dwellings which are in order of Practical Completion between and including the three hundred and fifty first (351st) and the five hundredth (500th) to be Practically Completed; and
- 3 ten percent (10%) of the remainder of the Dwellings within Key Phase 1 (above the first five hundred (500)) shall be Affordable Housing Dwellings at the Preferred Tenure Mix;

**“Key Phase Affordable Housing Delivery Plan”**

in relation to a Key Phase a scheme for the delivery of Affordable Housing on that Key Phase which for each Subsequent Key Phase



incorporates the Outcomes of the Review Process such scheme to include:

1. the quantum of Market Dwellings and Affordable Housing Dwellings proposed for the Key Phase being either the Key Phase 1 Affordable Housing Quanta or for a Subsequent Key Phase as agreed or Determined through the Review Process as the case may be;
2. the tenure mix for the Affordable Housing within the Key Phase being the Preferred Tenure Mix or for a Subsequent Key Phase as agreed or Determined through the Review Process as the case may be but subject to the Policy Target and the Social Rent Cap;
3. the principles to be applied to the following matters in relation to Affordable Housing Dwellings within the Key Phase: size (which shall not be required to exceed the minimum housing quality indicators for size (HQIs) or minimum size standards if HQIs are removed published from time to time by the HCA or equivalent body), dwelling type, distribution, timing of delivery (which for a Subsequent Key Phase shall be as agreed or Determined through the Review Process), layout of Affordable Housing Dwellings across the Key Phase and the eligibility of persons to acquire Low Cost Homes for Sale;
4. the principles to be applied in relation to the seeking of interest from and the making of offers to Registered Providers and to any proposals for changes to the agreed or Determined tenure mix to reflect such interest as may be expressed;
5. the role (if any) to be played by the Borough Council in providing Affordable Housing Dwellings in the Key Phase as may be agreed in the Review Process;
6. in respect of a Subsequent Key Phase having in excess of 1000 Dwellings the Trigger Event for and scope of any supplemental Review Process of that Subsequent Key Phase if required by the Borough Council; and
7. proposals for the process for the

agreement to or Determination of any revisions as the Owner may from time to time propose to the Key Phase Affordable Housing Delivery Plan to reflect circumstances relevant to the provision of Affordable Housing within the Key Phase which may include any variations to the tenure mix in the event of changes in tenure options, changes in grant funding any difficulties in securing interest from Registered Providers and any changes to the minimum and maximum percentages of equity in Shared Ownership Dwellings which may be initially sold to an Eligible Household to take account of any adopted policy of the Borough Council at the relevant time

<b>“LGA 1972”</b>	the Local Government Act 1972
<b>“LGA 2000”</b>	the Local Government Act 2000
<b>“LEAP”</b>	a local equipped area for play and references to LEAPs 1-10 shall be to those LEAPs which are included within Key Phases and brought forward in accordance with the Open Space Delivery Timetable
<b>“Land Bound”</b>	the land (which may be all or part of the Site) to which in accordance with clause 4 a particular Obligation relates subject to the release of any part of the Land Bound under clause 4.3.3
<b>“Land Released”</b>	the land (which may be all or part of the Site) in relation to which clause 4.3.3 shall have had effect
<b>“Large Unit”</b>	for the purposes of Obligation 88 a building permitted by the Planning Permission other than a Dwelling or a Small Unit or a School the gross floor area of which exceeds one thousand square metres (1000 m <sup>2</sup> )
<b>“Listed Building”</b>	A Station and C Station or either of them as the context requires
<b>“Listed Building Conservation Works”</b>	works for the refurbishment of a Listed Building the cost of which shall not exceed in aggregate (for both the A Station and the C Station and when combined with the First Heritage Works) the sum of Ten Million Two Hundred and Fifty Thousand Pounds (£10,250,000) and which shall be included within the detailed conservation plan to be approved under Planning Condition 20
<b>“Listed Building Plan”</b>	the plan so marked and attached hereto

<b>“Local Centre</b>	an area of the Site (there being three such areas included within the Development) providing a mix of uses with maximum unit numbers or floorspace in accordance with Planning Conditions 45, 48 and 49
<b>“Low Cost Homes for Sale”</b>	an Intermediate Dwelling sold to an Eligible Household at 75% of Market Value or such other percentage as may be agreed between the Owner and the Borough Council
<b>“Maintenance Period”</b>	the period of 12 months from the issue of the relevant Completion Certificate
<b>“Managed Facility”</b>	a Community Facility or an area of Open Space as the context requires
<b>“Management Body”</b>	a body proposed to manage and maintain a Managed Facility in accordance with the Approved Management Strategy
<b>“Management Scheme”</b>	<p>in relation to a Managed Facility a scheme for the management and maintenance of that Managed Facility such scheme to conform to the Management Strategy and to include proposals for:</p> <ol style="list-style-type: none"> <li>1 ownership of the Managed Facility;</li> <li>2 the proposed Management Body and a statement establishing the credentials and financial standing of the proposed Management Body;</li> <li>3 the permanent funding of the Management Body; and</li> <li>4 the process for agreement or Determination of any revisions to the Management Scheme as the Owner may from time to time propose</li> </ol>
<b>“Management Strategy”</b>	<p>a strategy for the ongoing management and maintenance of and appropriate public access to a Managed Facility to conform to relevant provisions within the Delivery Management Strategy and to include the principles to be applied to:</p> <ol style="list-style-type: none"> <li>1 ownership of the Managed Facilities including as to the timing and terms of any transfer to a Management Body;</li> <li>2 the selection by the Owner of the Management Body or Bodies including how</li> </ol>

confidence in the Management Body or Management Bodies is to be justified which may include reference to a Management Body's performance in similar roles on the Application Site or elsewhere;

- 3 if the Borough Council shall reasonably require include the grant of step in rights for the Borough Council in the event of significant failure by the Management Body to carry out the management arrangements;
- 4 the securing of permanent funding of the relevant Management Body which may include any of the following;
  - a. an endowment to be invested for the benefit of the relevant Management Body;
  - b. an estate rent charge and/or other service charge arrangements; or
  - c. endowing the Management Body with income generating assets;
- 5 such other proposals as maybe agreed between the Owner and the Borough Council at the relevant time which may provide for the transfer of a Managed Facility to the Borough Council and the payment of a commuted sum calculated in accordance with the Borough Council's relevant policy at the time or as otherwise agreed; and
- 6 the process for agreement or Determination of any revisions to the Management Strategy as the Owner may from time to time propose

**“Market Dwelling”**

a Dwelling constructed pursuant to the Planning Permission which is not an Affordable Housing Dwelling

**“Market Value”**

in accordance with the relevant guidance issued from time to time by the Royal Institution of Chartered Surveyors (RICS) the estimated amount for which the sale and purchase of a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing had each acted knowledgeably prudently and without compulsion

<b>“Marketing Report”</b>	as defined within the term “District and Local Centres Marketing Strategy”
<b>“Material Operation”</b>	a material operation as defined in Section 56(4) of the Act and forming part of the Development
<b>“Monitoring Information”</b>	<p>in relation to a Key Phase:</p> <ol style="list-style-type: none"> <li>1 parts of the Key Phase disposed of including a plan showing the extent, date of disposal and parties involved (not to include purchasers or mortgagees/chargees or tenants of Dwellings);</li> <li>2 updated quarterly from First Occupation of the first Dwelling and/or Development Unit to be Occupied on the Key Phase the number of Dwellings and Development Units Occupied across the Application Site and Key Phase;</li> <li>3 updated quarterly progress towards performance of any Obligations.</li> </ol>
<b>“Monitoring Scheme”</b>	<p>a scheme for the provision of Monitoring Information to comprise the following activities:</p> <ol style="list-style-type: none"> <li>1 collecting and recording in written form (or in other form as agreed from time to time with the Borough Council and the County Council) of Monitoring Information;</li> <li>2 supplying to the Borough Council and the County Council on a quarterly basis from Commencement of Development the Monitoring Information for the Development; and</li> <li>3 responding to reasonable requests from the Borough Council and the County Council for Monitoring Information for the Key Phase at other times.</li> </ol>
<b>“Monitoring Sum”</b>	the sum of Three Thousand Seven Hundred and Fifty Pounds (£3,750) to be paid each quarter commencing on the date three months after Commencement of Development in accordance with Obligation 97 PROVIDED THAT in relation to any quarter if there has been significant failure (in the opinion of the Borough Council) to observe and perform any Monitoring Scheme in any of the previous 3 quarters the sum for that quarter shall rise to Seven Thousand Five Hundred Pounds (£7,500)

<b>“Mortgage Default Protocol”</b>	a process to be followed by a Chargee pursuant to any default under the terms of the mortgage or charge where a power of sale arises as set out in clause 4.5 or as otherwise agreed between the Borough Council and a relevant Registered Provider
<b>“NEAP”</b>	a neighbourhood equipped area for play and references to NEAPs 1-3 shall be to those NEAPS which are included within Key Phases and brought forward in accordance with the Open Space Delivery Timetable
<b>“Obligation”</b>	an obligation contained within a Schedule other than Schedules 1, 2 and 13 and for which a reference number is given in the first column of the relevant Schedule (including the Site Wide Obligations)
<b>“Occupation”</b>	<p>occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and <b>“Occupiers”</b> <b>“Occupied”</b> and <b>“Occupy”</b> shall be construed accordingly and:</p> <ol style="list-style-type: none"> <li>1 the expression <b>“First Occupy”</b> shall be the first date on which Occupation takes place in relation to the relevant building; and</li> <li>2 in relation to an Exempt Unit the date of Occupation shall be deemed to be the date of legal completion of the freehold sale or grant of long leasehold interest in the relevant Exempt Unit</li> </ol>
<b>“Offsite Affordable Housing Contribution”</b>	in relation to a Subsequent Key Phase and where under paragraph 5 of the Review Process the Borough Council may elect to take such a sum in lieu of all or part of the provision of Affordable Housing on that Subsequent Key Phase any sum as may be the subject of such election to be paid in accordance with a timetable to be agreed between the Owner and the Borough Council in the Review Process which timetable may allow for payment by instalments
<b>“Open Space”</b>	any of those areas to which Schedule 5 Parts 1 – 13 inclusive relate
<b>“Open Space Delivery and Management Plan”</b>	the plan so marked and attached hereto

<b>“Open Space Delivery Timetable”</b>	a timetable for the delivery of the Formal Open Space NEAPs and LEAPs and any elements of the Indoor Sports Facilities which are to be comprised within any Formal Open Space within the Development in accordance with the Trigger Events set out in Annex D
<b>“Orchard”</b>	an area of land set aside for the growing of fruit trees/shrubs which may be included within an area of Strategic Informal Open Space or which may be separate from the same (“ <b>Separate Orchard</b> ”)
<b>“Outcomes of the Review Process”</b>	has the meaning given in the defined term “ <b>Review Process</b> ”
<b>“Planning Condition”</b>	a condition contained within the Planning Permission
<b>“Planning Permission”</b>	planning permission granted on the Application
<b>“Police Contribution 1”</b>	the sum of Five Hundred Thousand Pounds (£500,000) which shall be applied for the purposes of the establishment of the Safer Neighbourhood Team Office
<b>“Police Contribution 2”</b>	the total sum of Seven Hundred and Thirty Seven Thousand Three Hundred and Twenty Seven Pounds (£737,327) payable in instalments of One Hundred and Forty Seven Thousand Four Hundred and Sixty Five Pounds and Forty Pence (£147,465.40) each on the Trigger Events in the Police Contribution 2 Timetable for the purpose of operating the Safer Neighbourhood Team Office payable in accordance with Obligation 64
<b>“Police Contribution 2 Timetable”</b>	a timetable comprising the following Trigger Events each expressed in a number of Dwellings Occupied; 2000, 3000, 4000, 5000 and 6000;
<b>“Policy Target”</b>	the maximum percentage of the Dwellings which on application of the Borough Council’s Development Plan policies prevailing at the time of submission of the relevant Review may be required to be provided as Affordable Housing assuming that the development is viable
<b>“Practically Completed”</b>	both: <ul style="list-style-type: none"> <li>1 issue of certificate of practical completion in respect of the relevant facility by the Owner’s architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) or in the event that the relevant facility is</li> </ul>

constructed by a party other than the Owner the issue of such a certificate by that other party's architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) and the expressions "Practically Complete/Completed" shall be construed accordingly; and

2 Serviced

**"Preferred Tenure Mix"**

the following tenure mix for the Affordable Housing in the Development:

1 fifty percent (50%) Affordable Rent Dwellings;

2 fifty percent (50%) Shared Ownership Dwellings

**"Prescribed Number"**

has the meaning given within the term "**Affordable Housing Parcel Scheme**"

**"Primary School"**

the First Primary School, the Second Primary School or the Third Primary School as the context requires in each case being a school providing education to children between the ages of 4 and 11 and may include as the context admits a phase of the same

**"Primary School Site"**

the First Primary School Site, the Second Primary School Site and the Third Primary School Site as the context requires and in each case substantially meeting the School Site Criteria and with a site area of 2.5 hectares for the First Primary School Site and 2 hectares for the other Primary School Site which is not co-located with the Secondary School Site, with the Primary School Site which is so co-located being part of a total site of 10 hectares

**"Primary SEN Payment"**

the sum of One Hundred and Thirteen Thousand Two Hundred and Thirty Four Pounds (£113,234) for the purposes of providing for the special educational needs of children of primary school age living in the Development (there being six such payments required by this Deed totalling Six Hundred and Seventy Nine Thousand Four Hundred and Four Pounds (£679,404) payable in accordance with Obligation 12

**"Promote"**

establish a School following appointment by DfE (or otherwise as legislation from time to time may allow) including as relevant the responsibility for all aspects of running the School including



	governance teaching and support services and “Promoter” shall be construed accordingly
<b>“Public Access Strategy”</b>	a strategy setting out the principles to be applied to public access to Managed Facilities (save for any which may be co-located with any School) and to the nature of any charges for use of the same including proposals for the process for agreement or Determination of any revisions as the Owner may from time to time propose.
<b>“Public Access Scheme”</b>	In relation to a Managed Facility (save for any which may be co-located with any School) a scheme proposing arrangements for public access and any charges for the same which shall conform to the Public Access Strategy
<b>“Reasonable Endeavours”</b>	that the following steps have been taken over a reasonable period of time in order to achieve the desired results: <ul style="list-style-type: none"> <li>1 methods commercially prudent and likely to achieve the desired results have been taken; and</li> <li>2 in the event a first attempt at securing the desired results have failed then (unless there are no reasonable alternatives) an alternative such method of achieving the desired results</li> </ul>
<b>“Registered Provider”</b>	a registered provider as defined in the Housing and Regeneration Act 2008 or any association or organisation from time to time permitted by law to provide Affordable Housing and which may include the Borough Council.
<b>“Reject”</b>	<ul style="list-style-type: none"> <li>1 in the case of a School Site Offer written notice that the said School Site Offer is not accepted (however expressed) or the passage of 28 days from the making of the said School Site Offer without the said School Site Offer being signed and dated by the County Council and a certified copy provided to the person making the said School Site Offer</li> <li>2 in the case of a Health Facility Land Offer: <ul style="list-style-type: none"> <li>a) written notice from the relevant Health Provider that the Health Facility Land Offer is not accepted or will not be accepted if made;</li> <li>b) the passage of 56 days from the making of the Health Facility Land Offer without the relevant Health Facility Land Offer being signed and dated</li> </ul> </li> </ul>

by the relevant Health Provider and a certified copy provided to the person making the Health Facility Land Offer; or

c) Reasonable Endeavours having been made by the Owner to engage and negotiate with the relevant Health Provider in relation to the terms of the Health Facility Land Offer the passage of 3 months from the first contact made by the Owner in such engagement without such terms having been agreed between the relevant parties and "Rejection" shall be construed accordingly

**"Release Event"**

has the meaning given in clause 4.3.3

**"Relevant Index"**

in relation to:

- 1 the Bus Services Fund – the CPT Index;
- 2 the Highways Payments – the Baxter Index;
- 3 the School Payments – the BCIS Index; and
- 4 for any other payment - RPI

**"Reserve"**

in relation to a School Site kept free of any development pursuant to the Planning Permission which may prevent use of the relevant School Site for the purposes of a School

**"Reserved Matters Approval"**

approval under Planning Condition 2 (other than an Early Works Approval) of all reserved matters in relation to any part of the Site and "**Reserved Matters Approval Date**" shall be construed accordingly

**"Reserved Matters Area"**

a part of the Site in relation to which a Reserved Matters Approval exists

**"Reserved Matters Start Date"**

the first date on which in relation to a Reserved Matters Area construction work or any Material Operation or other development as defined in Section 55 of the Act or work included in the laying out of Open Space or area of landscaping shall start pursuant to a Reserved Matters Approval and where more than one Reserved Matters Approval exists for a Reserved Matters Area such start shall be after written notice has been given to the Borough Council stating which Reserved Matters Approval is being relied on

**"Residential Bin Contribution"**

the sum calculated in relation to the relevant Residential Reserved Matters Area by multiplying One Hundred and Sixty Pounds (£160) by the number of Dwellings in the said Residential

	Reserved Matters Area for the purposes of household waste collection payable in accordance with Obligation 92
<b>“Residential Reserved Matters Area”</b>	a Reserved Matters Area which contains Dwellings and <b>“Residential Reserved Matters Approval”</b> shall be construed accordingly
<b>“Review Process”</b>	the process set out in Annex C to be followed in the order set out therein and the expression <b>“Review”</b> shall be construed accordingly and the expression <b>“Outcomes of the Review Process”</b> shall refer to any or all of the outcomes set out within paragraph 3.2.2 of Annex C as the context requires
<b>“RPI”</b>	all items Index of Retail Prices issued by the Office for National Statistics or any successor organisation
<b>“RP Land”</b>	such part of the Site as may be owned (freehold or leasehold) by a Registered Provider
<b>“Safer Neighbourhood Team Office”</b>	office premises for the police service to use to provide neighbourhood policing services to the Development
<b>“School”</b>	any of the Primary Schools or the Secondary School as the context requires and which may comprise elements of dual use to deliver elements of the Community Facilities
<b>“School Building Notice”</b>	in relation to a School a notice served by the Owner on the County Council by which the Owner notifies an election to provide or Promote a School PROVIDED THAT any such School Building Notice shall not be effective in connection with any of the Obligations in Schedule 3 unless and until it is accepted in writing by the County Council
<b>“School Contract Notice”</b>	in relation to a School Site which has been transferred to the County Council pursuant to this Deed a notice signed by the County Council’s Strategic Director for Communities Group and served by the County Council on the Owner (in this context being the Transferor of the relevant School Site) confirming that a contract has been let for the construction of the relevant School or a phase of a School on that School Site and setting out the required Trigger Events for the instalment payments comprised within School Payment 2, School Payment 3 and, for the Secondary School, School Payment 4 and for one of the Primary Schools School Payment 5 PROVIDED THAT:

- 1 each School Contract Notice may not be served earlier than the stages of the Development set out in Annex A Part 1;
- 2 each School Contract Notice shall state a Trigger Event for the payment of each instalment of the School Payments related to the relevant School Contract Notice such Trigger Events to be in accordance with the timetable set out in Annex A Part 2;
- 3 no School Contract Notice may be served if a School Building Notice has been served and accepted by the County Council in relation to the relevant School; and
- 4 no School Contract Notice may be served calling for any of School Payment 4 and/or School Payment 5 unless in such case it has been agreed or Determined in accordance with the School Review Process that School Payment 4 or as the case may be School Payment 5 is required

**“School Delivery Timetable”**

provision of Schools and to the extent that any elements of the Indoor Sports Facilities is to be co-located with a School the provision of such Indoor Sports Facilities in accordance with the Trigger Events set out in Annex A Part 3:

**“School Payment 1”**

in relation to each Primary School the sum of Four Hundred and Eighty Nine Thousand One Hundred and Eighty Two Pounds (£489,182.00) and in relation to the Secondary School the sum of One Million Two Hundred and Sixty Thousand One Hundred and Seventy Five Pounds (£1,260,175.00) in each case for the purposes of designing and procuring the relevant School

**“School Payment 2”**

in relation to phase 1 (being 1FE) of each Primary School the sum of Four Million and Fifty Three Thousand Two Hundred Twenty Six Pounds (£4,053,226.00) payable in four equal instalments and in relation to phase 1 (being 3FE or 4FE) of the Secondary School the sum of Thirteen Million Eight Hundred and Sixty One Thousand Nine Hundred and Twenty Nine Pounds (£13,861,929.00) payable in four equal instalments in each case for the purposes of constructing phase 1 of the relevant School

**“School Payment 3”**

in relation to phase 2 (being an additional FE) of

each Primary School the sum of Two Million Four Hundred and Forty Five Thousand Nine Hundred and Twelve Pounds (£2,445,912) payable in three equal instalments and in relation to phase 2 (being an additional 1FE or 2FE) of the Secondary School the sum of Five Million and Forty Thousand Seven Hundred and One Pounds (£5,040,701.00) payable in three equal instalments in each case for the purposes of constructing phase 2 of the relevant School

**“School Payment 4”**

in relation to phase 3 (being a further additional 2FE or such lesser FE) of the Secondary School the sum of Five Million and Forty Thousand Seven Hundred and One Pounds (£5,040,701.00) or such other sum as shall be agreed or Determined in accordance with the School Review Process payable in three equal instalments for the purpose of the Secondary School phase 3

**“School Payment 5”**

in relation to one of the Primary Schools the sum of Two Million Two Hundred and Twelve Thousand Nine Hundred and Sixty Eight Pounds (£2,212,968) or such other sum as shall be agreed or Determined in accordance with the School Review Process payable (if at all) in three equal instalments as shall be agreed or Determined in accordance with the School Review Process for the purpose of an Additional FE at one of the Primary Schools

**“School Payments”**

School Payment 1, School Payment 2, School Payment 3, School Payment 4 and School Payment 5 or one of them as the context requires in each case for the purposes of delivering the relevant School or Additional FE as the case may be

**“School Review Process”**

the process set out in Annex A Part 4

**“School Site”**

as the context requires either a Primary School Site or the Secondary School Site

**“School Site Call Notice”**

in relation to a School Site and unless a School Building Notice has been served and accepted a notice signed by the County Council's Strategic Director of Communities (or their nominee) and served by the County Council on the Owner requiring the transfer of the relevant School Site such notice not being validly served unless: i) it is accompanied by a copy of the Reserved Matter Approval including approved drawings for the relevant School to be constructed on the relevant School Site; and ii) the County Council has completed its procurement process and all

necessary approvals and resolutions are in place in order to let a contract for the construction of the relevant School on the relevant School Site as confirmed by the said officer

**“School Site Criteria”**

as the context requires free from features such as live services, underground structures and obstructions, contamination, ancient hedgerows, drainage ditches, significant ecological/wildlife issues, SSSI's, Tree Preservation Orders and other planning designations, persistent flooding any or each of which would constrain the use of the site for the intended purpose

**“School Site Offer”**

delivery unconditionally but open for 28 days to the County Council of a single contract to dispose of and take a transfer of the relevant School Site (to be Serviced) executed as a deed by the freeholders of the whole of the relevant School Site which shall be delivered with the intention by the freeholder that the County Council may sign and date the said contract so that it becomes legally enforceable between the parties such contract to be in a form appropriate to the transfer of a School Site and to contain the School Transfer Terms

**“School Transfer Terms”**

terms substantially as set out in Annex G

**“Second Primary School”**

the Primary School which is the second Primary School in time to be included in a Key Phase and which subject to the location of the Additional FE is to be delivered in two phases each comprising a single FE (**“Second Primary School phase 1”** and **“Second Primary School phase 2”**)

**“Second Primary School Site”**

the site Identified for the Second Primary School

**“Secondary School”**

a school providing education to children aged between 11 and 19 and which is to be delivered in three phases (**“Secondary School phase 1”**, **“Secondary School phase 2”** and **“Secondary School phase 3”**) and may include as the context admits a phase of the same

**“Secondary School Site”**

the site Identified for the Secondary School to substantially in accordance with the School Site Criteria such site combined with the Primary School Site which is to be co-located with the Secondary School Site having a site area of 10 hectares (the area to be allocated to the Secondary School Site being approximately 8 hectares in accordance with Obligation 1)

**“Secondary SEN Payment”**

the sum of Two Hundred and Ten Thousand Five

Hundred and Ninety Eight Pounds (£210,598) for the purposes of providing for the special educational needs of children of secondary school age living in the Development (there being six such payments required by this Deed totalling One Million Two Hundred and Sixty Three Thousand Five Hundred and Eighty Eight Pounds (£1,263,588)) payable in accordance with Obligation 14

<b>“SEN Payment Timetable”</b>	a timetable comprising the following Trigger Events each expressed in a number of Dwellings Occupied; 1000, 2000, 3000, 4000, 5000 and 6000
<b>“Separate Orchard”</b>	as defined within the term “Orchard”
<b>“Serviced”</b>	having connections for mains water, sewerage, gas, electricity and telecommunications appropriate to the proposed use of the land and adequate for the purposes of the prospective users of the land and/or to enable connections to be made thereto and with sufficient vehicular and pedestrian access to the land from a public highway and “ <b>Service</b> ” shall be construed accordingly
<b>“Service Land”</b>	part of the Site used or to be used for the purposes of access or a Service
<b>“Shared Ownership Dwelling”</b>	Dwellings purchased on a shared ownership basis whereby not more than Seventy Five Percent (75%) and not less than Twenty Five Percent (25%) of the equity in the relevant Dwelling is initially sold to the Eligible Household by the Registered Provider with the flexibility to staircase by increasing their degree of ownership to One Hundred Percent (100%) if they so wish and in respect of which rent is payable on the remaining equity at a level no greater than that equivalent to that obtained by applying the current Homes and Communities Agency rent rate applicable at the relevant time to the market value of the remaining equity or in relation to any particular Subsequent Key Phase as may be otherwise Approved pursuant to the relevant Key Phase Affordable Housing Delivery Plan.

The Registered Provider shall retain the right of first refusal on resales of such 100% staircased properties should the Registered Provider elect to retain such right when granting a shared ownership lease or similar future initiatives promoted and recognised by the Homes and Community Agency as an acceptable form of

Shared Ownership that satisfies the definition of Shared Ownership Housing in Annex 2 of the National Planning Policy Framework (March 2012 edition)

<b>“Site”</b>	the land shown shaded red on the Site Plan and described in Schedule 1 Part 1
<b>“Site Plan”</b>	the plan so marked and attached hereto
<b>“Site Wide Obligation”</b>	Obligations 4, 5, 8, 9, 10, 12, 13, 14, 15, 21, 26 27, 28, 29, 37, 38, 40, 41, 43, 44, 52, 53, 54, 55, 56, 57, 58, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 93, 94, 95, 97, 98
<b>“Site Wide Travel Plan”</b>	the document entitled “Site Wide Travel Plan” dated December 2013 included at Annex I
<b>“Small Unit”</b>	for the purpose of Obligation 87 a building permitted by the Planning Permission other than a Dwelling or a Large Unit or a School the gross floor area measured externally of which does not exceed One Thousand square metres (1000 m <sup>2</sup> )
<b>“Social Rent Cap”</b>	no more than fifty percent (50%) of the Affordable Housing Dwellings on any Subsequent Key Phase shall be Social Rent Dwellings
<b>“Social Rent Dwelling”</b>	a Dwelling that is owned by local authorities and registered providers (as defined in [the original] section 80 of the Housing and Regeneration Act 2008) for which guideline target rents are determined through the national rent regime; such housing may also be owned by other persons and provided under equivalent rental arrangements to the above as agreed with the Borough Council or the Homes and Communities Agency
<b>“Strategic Informal Open Space”</b>	those areas of open space shown indicatively on the Open Space Delivery and Management Plan and which are proposed to be the subject of delivery plans under Planning Condition 11(b) and which may include one or more Orchard (but not any Separate Orchard)
<b>“Subsequent Key Phase”</b>	a Key Phase other than Key Phase 1
<b>“Supplemental Deed”</b>	a deed substantially in the form included at Annex H



<b>“Tenure Allocation”</b>	within an Affordable Housing Parcel Scheme the identification of the tenure of any Affordable Housing Dwelling
<b>“Tenure Mix Starting Point”</b>	for a Subsequent Key Phase 50% Affordable Rent Dwellings and 50% Shared Ownership Dwellings
<b>“Third Primary School”</b>	the Primary School which is the third Primary School in time to be included in a Key Phase and which subject to the location of the Additional FE is to be delivered in two phases each comprising a single FE ( <b>“Third Primary School phase 1”</b> and <b>“Third Primary School phase 2”</b> )
<b>“Third Primary School Site”</b>	the site Identified for the Third Primary School
<b>“Transport Review Group”</b>	the body to be established pursuant to Obligation 72 and in accordance with the Site Wide Travel Plan
<b>“Travel Plan Contingency Fund”</b>	the sum of One Million Pounds (£1,000,000) for the purposes set out in Obligation 75
<b>“Trigger Event”</b>	<p>in connection with an Obligation where the expression is used the relevant trigger event expressed in Dwellings Occupied as set out in any of following:</p> <ol style="list-style-type: none"> <li>1 the Community Facilities Timetable;</li> <li>2 the Highway Payments Timetable;</li> <li>3 the Open Space Delivery Timetable;</li> <li>4 the Police Contribution 2 Timetable;</li> <li>5 the School Delivery Timetable; and</li> <li>6 the SEN Payment Timetable</li> <li>7 as set out in a School Contract Notice</li> <li>8 as may be included in an Approved Affordable Housing Parcel Scheme</li> <li>9 as may be included within an Approved Key Phase Affordable Housing Delivery Plan in circumstances where paragraph 6 within the definition of that term applies</li> <li>10 as may be included in a delivery plan in relation to Strategic Informal Open Space or Allotments approved in relation to a Key Phase under Planning Condition 11(b)</li> </ol>

	and the expression " <b>Trigger Number</b> " shall be construed accordingly
<b>"Unforeseen Transport Impacts Fund"</b>	the sum of One Million Pounds (£1,000,000) for the purposes set out in Obligation 76
<b>"Use Class"</b>	a class within the Town and Country Planning (Use Classes) Order 1987 or the nearest equivalent use class in any modification thereof at the relevant time and " <b>Use Classes</b> " shall be construed accordingly
<b>"Waste Management and Recycling Contribution"</b>	the sum calculated in relation to the relevant Residential Reserved Matters Area by multiplying One Hundred and Sixty Pounds (£160) by the number of Dwellings in the said Residential Reserved Matters Area for the purposes of household waste and recycling equipment and facilities payable in accordance with Obligation 91
<b>"WCC Obligations"</b>	Obligations 1-14 and 70-90 being the Obligations enforceable by the County Council and also enforceable by the Borough Council in circumstances set out in Clause 5.1
<b>"Welcome Pack"</b>	a package of information approved by the County Council from time to time under the Site Wide Travel Plan
<b>"Welcome Pack Contribution"</b>	in the case of a Residential Reserved Matters Area the sum of Fifty Pounds (£50) multiplied by the number of Dwellings approved under the relevant Residential Reserved Matters Approval for the purposes of providing a Welcome Pack for each Dwelling within that Residential Reserved Matters Area

**2 Construction of this Deed**

- 2.1 Where in this Deed reference is made to any clause, paragraph, Schedule (including Part), Annex or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Schedule (including Part), Annex or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5 Subject to the provisions of this Deed:
- 2.5.1 references to Owner shall in relation to a particular Obligation be to the person or persons against whom that Obligation may be enforced and:
- (a) shall include the successors in title to the Owner and to any person deriving title through or under the Owner in relation to the Site or part thereof to which any relevant Obligation relates; and
  - (b) shall in circumstances where any Further Land becomes pursuant to a Supplemental Deed land to which any relevant Obligation shall relate be construed as the person entering into such Supplemental Deed and to any person deriving title through or under such person in relation to such Further Land or part thereof to which any relevant Obligation relates
- and the expression “**Owners**” shall be construed accordingly;
- 2.5.2 references to the Borough Council and County Council shall include the successors to their respective statutory functions.
- 2.6 The headings and contents list are for reference only and shall not affect construction.
- 2.7 Where in any Schedule or part of a Schedule or Annex or part of an Annex reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule or Annex or (if relevant) part of an Annex.
- 2.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done.
- 2.9 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.
- 2.10 References in this Deed to “not to Occupy” shall be read as “not to Occupy or Permit Occupation of”.
- 2.11 For the purposes of interpreting this Deed reference may be had to the Planning Permission.
- 3 **Legal basis**
- 3.1 The covenants given by the Owner under clause 5 of this Deed create planning obligations under Section 106 of the Act and are enforceable by the Borough Council or the County Council as the case may be against the Owner and persons deriving title from the Owner in relation to the Site subject to the terms of this Deed. PROVIDED THAT to the extent that any of the Obligations do not fall within the

scope of Section 106 of the Act the covenants given by the Owner under the said clause 6 shall be given under the Further Provisions

3.2 The covenants given by the Borough Council and the County Council under clauses 6 and 7 respectively are given under the Further Provisions for the benefit of the Owner and the Owner's successors in title to the Site.

3.3 The land to which the Obligations relate shall be the Site but subject to the provisions of clause 4.

#### 4 **Effect of this Deed**

4.1 Save for this clause 4.1 and clauses 1, 2, 3, 8, 10, 11, 16 and 18 (which have effect on the date of this Deed) the effect of this Deed is conditional upon both the grant of the Planning Permission and Commencement of Development.

4.2 Subject to the following provisions of this clause 4 all of the Obligations shall relate to and be enforceable against the Site.

4.3 Each Obligation is set out within a table within Schedules 3 – 12 inclusive and is subject to any provisions regarding the extent or applicability of any Obligation as may be set out in the introduction to any Schedule or Part thereof and it is agreed that:

4.3.1 in each case the Obligation shall be as set out in the second column of the relevant table and its reference number shall be as set out in the first column; and

4.3.2 with effect from the point at which the event described in the fourth column of the relevant table ("**Event**") occurs then in relation to the land Identified and described in the third column of the relevant table ("**Land Bound**"):

(i) the said Land Bound shall continue to be land to which the particular Obligation relates and in relation to which that Obligation is enforceable but (save for Site Wide Obligations) separately from the rest of the Site with effect from the Event; and

(ii) where more than one such part shall be so Identified or is capable of being so Identified in relation to a particular Obligation that Obligation shall relate to and be enforceable in respect of each such part separately

4.3.3 In the case of a particular Obligation all or part of the Land Bound shall cease to be land to which that Obligation relates and in relation to which that Obligation is enforceable ("**Land Released**") with effect from the event specified in the sixth column of the relevant table ("**Release Event**") PROVIDED THAT in relation to that Obligation:

(i) Release Events are cumulative and shall have effect in the order in which they occur in the course of the Development;

(ii) the Land Released shall be as Identified and described in the fifth column of the said table save for any part thereof which at the time of the Release Event shall no longer be land to which that

Obligation relates and in relation to which that Obligation is enforceable as a result of the occurrence of a previous Release Event in relation to that part; and

- (iii) if it shall be an Obligation which contains a Trigger Number then notwithstanding the effect of this clause 4.3.3 which releases land from that Obligation any Development Units within the Land Released shall continue to contribute to the calculation of that Trigger Number

4.4 In order that no Obligation shall be enforceable against any statutory undertaker or other person who acquires part of the Site or an interest therein for the purposes of the supply of a Service no Obligation shall relate to or be enforceable in respect of such part of parts of the Site held for such purposes as may be comprised within:

4.4.1 the freehold interest transferred;

4.4.2 the leasehold interest granted; nor

4.4.3 the legal interest created by the grant of an easement for a Service

in each case to such statutory undertaker or other person of Service Land.

4.5 The Mortgage Default Protocol shall require the Chargee to give the Borough Council not less than two months notice of its intention to dispose of the relevant property following default under its mortgage or charge and;

4.5.1 in the event that the Borough Council responds within two months from receipt of the said notice indicating that arrangements for the transfer of the relevant Affordable Housing Dwelling(s) can be made in such a way as to safeguard them as Affordable Housing Dwellings then the Chargee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer;

4.5.2 if the Council does not serve a written response to the said notice within two months then the Chargee shall be entitled to dispose free of any Obligations in Schedule 4 which relate to the relevant Affordable Housing Dwelling(s) and against which such Obligations are enforceable;

4.5.3 if the Borough Council (or another body at its direction) cannot within two months of the date of service of its response under 4.5.1 secure such transfer, then the Chargee shall be entitled to dispose free of the said Obligations.

4.6 In accordance with the provisions of this clause 4 liability as to the performance of Obligations shall be as follows:

4.6.1 In relation to Site Wide Obligations liability shall be joint and several as between the Owners of the Site save for those Owners of Land Released for the purposes of Site Wide Obligations in relation to which clause 4.3.3 shall have had effect;

4.6.2 As a consequence of clause 4.4 in relation to Obligations which according to Schedules 3 – 12 inclusive are to relate to and be enforceable in respect of separate parts of the Site as a consequence of clause 4.3.2

liability shall be joint and several as between the Owners of the relevant Land Bound save for those Owners of Land Released for the purposes of Obligations in relation to which clause 4.3.3 shall have had effect

PROVIDED THAT in relation to clause 4.6.1 and 4.6.2 where in relation to any such Land Bound (but excluding any Land Released) more than one person shall be the Owner of the said Land Bound those persons shall be jointly and severally liable as between themselves for the performance of the said Obligation in relation to that Land Bound

- 4.6.3 as a consequence of the inclusion (within the fifth column of each table within the said Schedules) of each Exempt Unit (as Land Released) and the date on which the said Exempt Unit is acquired by a Beneficial Occupier (as the Release Event) no Beneficial Occupier of any Dwelling Employment Unit or other Exempt Unit shall have any liability for the performance of any of the Obligations to which any such Release Event relates PROVIDED THAT it is agreed that in relation to any other Obligation the description of the Land Bound in such cases is sufficient to exclude persons with an interest in Dwellings Employment Units and other Exempt Units from liability for those other Obligations (unless any particular type of Exempt Unit is specifically named as the Land Bound);
- 4.6.4 as a consequence of clause 4.4 no statutory undertaker or other person supplying a Service shall have any liability for the performance of any of the Obligations
- 4.6.5 as a consequence of the inclusion within the sixth column corresponding to Obligations 24 and 25 of a Release Event relating to the performance by a Chargee of the Mortgage Default Protocol no Chargee shall have any liability for the performance of the said Obligations in each case from the time at which the Relevant Event shall have occurred.
- 4.7 Without prejudice to the operation of section 106A of the Act where an Obligation shall under the terms of this clause 4 relate to part of the Site separately from the rest of the Site the persons who along with the Borough Council and/or the County Council as the case may be may effect a modification or discharge of that Obligation by deed are the persons against whom that Obligation may be enforced in relation to the said part of the Site PROVIDED THAT for the avoidance of doubt such modification or discharge shall only have effect in accordance with its terms and in relation to the Obligation as it relates to the relevant part.

## **5 The Owner's covenants**

- 5.1 Subject to clause 4 and the remainder of this clause 5 the Owner covenants with the Borough Council to observe and perform the Obligations and the other provisions of this Deed PROVIDED THAT in relation to the WCC Obligations the Owner's covenant is given to the Borough Council to the extent that the same may not be enforceable by the County Council but also in order that any deed of modification or discharge of any WCC Obligations shall be required to include the Borough Council as a party.
- 5.2 Subject to clause 4 the Owner covenants with the County Council to observe and perform the WCC Obligations.

5.3 The Owner covenants that with effect from the date on which it acquires any interest in any part of the Further Land (which the Owner hereby covenants to use Reasonable Endeavours to acquire and to provide evidence of such endeavours to the Borough Council) the terms of this Deed shall be binding upon and enforceable against the Owner in respect of the Further Land acquired as if the same were part of the Site and the Owner shall immediately following the said acquisition notify the Borough Council and as soon as reasonably practicable thereafter enter into a Supplemental Deed (subject to such amendments that the parties might agree).

5.4 The Owner covenants with the Borough Council that on the date on which it disposes of any part of the Site to a Registered Provider it shall submit to the Borough Council a copy of the document effecting its disposal (save for any exclusions necessary to preserve appropriate confidentiality).

## 6 **The Borough Council's covenants**

6.1 The Borough Council covenants with the Owner as set out in Schedule 13 Part 1.

## 7 **The County Council's covenants**

7.1 The County Council covenants with the Owner as set out in Schedule 13 Part 2.

## 8 **Release of Liability**

8.1 Without prejudice to the operation of clause 4 no person shall be liable for any breach of any of the Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part to which the relevant Obligation relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

## 9 **Verification and enforcement**

9.1 The Owner permits the Borough Council and the County Council and their properly authorised agents and/or employees to enter onto relevant parts of the Site to which any Obligation relates and is enforceable against in order to verify whether any such Obligation has been observed or performed and the progress of performance of any such Obligation.

## 10 **Dispute provisions**

10.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

10.2 In the absence of agreement as to the appointment or suitability of the person to be appointed under clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor

to be appointed to act as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 working days after the conclusion of any hearing that takes place or 28 working days after he has received any file or written representation.
- 10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 10.5 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

## 11 **Miscellaneous**

- 11.1 The Owner shall pay to the Borough Council and to the County Council on completion of this Deed the respective reasonable legal costs of the Borough Council and the County Council incurred in the negotiation, preparation and execution of this Deed.
- 11.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 11.3 This Deed shall be registrable as a local land charge by the Borough Council.
- 11.4 Where the action, agreement, approval, consent (however expressed) or expression of satisfaction is required by the Owner from the Borough Council or County Council or the opinion of the Borough Council or the County Council is given under the terms of this Deed such action, agreement, approval, consent, expression of satisfaction or opinion shall not be unreasonably withheld, given or delayed and may be subject to Determination and any such acceptable action, agreement, consent, approval or expression of satisfaction or opinion shall be undertaken or given on behalf of:
  - 11.4.1 the Borough Council by the relevant Head of Department namely Head of Planning and Culture Head of Housing or Head of Environment or the officer for the time being properly carrying out the functions of the relevant Head of Department;
  - 11.4.2 the County Council by the Director of Communities or their nominee.
- 11.5 Any notices or notifications shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party and in relation respectively to the Borough Council and the County Council if sent by recorded delivery to the relevant officer stated in clause 11.4. PROVIDED THAT in relation to any School Contract Notice the same shall be served on the Owner as being the person from whom the relevant School Site was transferred



- 11.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 11.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 11.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Deed.
- 11.9 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 12 **Waiver**
- 12.1 No waiver (whether expressed or implied) by the Borough Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council from enforcing any of the relevant covenants terms or conditions of for acting on any subsequent breach or default.
- 13 **Indexation**
- 13.1 Any sum referred to in this Deed shall be Index Linked from the date hereof until the date on which such sum is payable.
- 14 **Interest**
- 14.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.
- 15 **VAT**
- 15.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable (which shall be payable in addition).
- 16 **Jurisdiction**
- 16.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.
- 17 **Step-In Rights**
- 17.1 It is hereby agreed by the Owner that if the Owner fails to implement and/or comply in any material respect with any of the covenants obligations or requirements of this Deed the Borough Council shall notify the Owner of such failure and afford the Owner a reasonable time period in all the circumstances as determined by the Borough Council to remedy such failure.

17.2 If the Owner does not remedy such failure within such reasonable time period the Borough Council may:

17.2.1 carry out such works or take such other steps as the Borough Council determines to remedy the said failure (and the Borough Council is entitled and authorised to enter the Site to carry out such works or take such other steps by its employees or by contractors or otherwise and the right of entry to the Site at all times and for all such purposes is hereby irrevocably granted); and

17.2.2 implement such alternative measures which the Borough Council reasonably determines.

The reasonable costs of any works carried out or steps taken together with any reasonably related monitoring and administrative costs shall be payable by the Owner to the Borough Council

18 **Delivery**

18.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

**Schedule 1**

**Part 1– Site**

All those pieces of parcels of land comprised in the following title numbers:

WK446600 – plan reference A

WK255907 – plan reference A

WK374560 – plan reference B

WK460498 – plan reference C

WK391310 – plan reference D

## Part 2 - Development

An urban extension to Rugby for up to 6,200 dwellings together with up to 12,000m<sup>2</sup> retail (A1), up to 3,500m<sup>2</sup> financial services (A2) and restaurants (A3-A5), up to 3,500 m<sup>2</sup> for a hotel (C1), up to 2,900m<sup>2</sup> of community uses (D1), up to 3,100m<sup>2</sup> assembly and leisure uses (D2), 31 hectares (up to 106,000m<sup>2</sup>) of commercial and employment space (B1, B2 and B8), and ancillary facilities; a mixed use district centre and 3 subsidiary local centres including retention and reuse of the existing buildings known as "C" Station (Grade II listed), "A" Station and some existing agricultural buildings; a secondary school and 3 primary schools; public art; green infrastructure including, formal and informal open space and amenity space; retention of existing hedgerows, areas of ridge and furrow and grassland; new woodland areas, allotments and areas for food production, wildlife corridors; supporting infrastructure (comprising utilities including gas, electricity, water, sewerage, telecommunication and diversions as necessary); sustainable drainage systems including ponds, lakes and water courses; a link road connecting the development to Butlers Leap, estate roads and connections to the surrounding highway, cycleway and pedestrian network; ground remodelling; and necessary demolition and any ground works associated with the removal any residual copper matting with all matters reserved for future determination except the three highway junctions on the A428; the two junctions on the A5 and the link road junctions at Butlers Leap and Hillmorton Lane.

**Schedule 2**

**Draft Planning Permission**



**THE RUGBY BOROUGH COUNCIL**

**TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

**DRAFT PLANNING PERMISSION**

Notice is hereby given that the Borough Council in pursuance of its powers under the above mentioned Act, as amended and Rules, Orders and Regulations made there under, grants planning permission for the development referred to hereunder subject to the conditions also specified and in accordance with the plans and particulars submitted except insofar as may otherwise be required by the conditions.

**APPLICATION NUMBER**

R11/0699

**DATE VALID**

01/04/2011

**ADDRESS OF DEVELOPMENT**

RUGBY RADIO STATION  
A5 WATLING STREET  
CLIFTON UPON DUNSMORE  
RUGBY  
CV23 0AQ

**APPLICANT/AGENT**

Mr Neil Mcleod  
Rugby Radio Station Limited Partnership  
1 Poultry  
London  
EC2R 8EJ

**APPLICATION DESCRIPTION**

Outline application for an urban extension to Rugby for up to 6,200 dwellings together with up to 12,000sq.m retail (A1), up to 3,500sq.m financial services (A2) and restaurants (A3-A5), up to 3,500sq.m for a hotel (C1), up to 2,900sq.m of community uses (D1), up to 3,100sq.m assembly and leisure uses (D2), 31 hectares (up to 106,000sq.m) of commercial and employment space (B1, B2 and B8), and ancillary facilities; a mixed use district centre and 3 subsidiary local centres including retention and re-use of the existing buildings known as 'C' Station (Grade II listed), 'A' Station and some existing agricultural buildings; a secondary school and 3 primary schools; public art; green infrastructure including formal and informal open space and amenity space; retention of existing hedgerows, areas of ridge and furrow and grassland; new woodland areas, allotments and areas for food production, wildlife corridors; supporting infrastructure (comprising utilities including gas, electricity, water, sewerage, telecommunications, and diversions as necessary); sustainable drainage systems including ponds, lakes and water courses; a link road connecting the development to Butlers Leap, estate roads and connections to the surrounding highway, cycleway and pedestrian network; ground remodelling; any necessary demolition and any ground works associated with the removal of any residual copper matting, with all matters reserved for future determination except the three highway junctions on the A428, the two junctions on the A5 and the link road junctions at Butlers Leap and Hillmorton Lane.

**CONDITIONS & REASONS**

**General**

**CONDITION 1:**

The development hereby permitted shall be undertaken in Key Phases in accordance with the Key Phase definition referred to in Condition 9. Within a Key Phase, subsequent reserved matters applications shall relate to the approved defined Key Phase plan and the schedule identifying the broad quantum of development within the Key Phase, unless relating to reserved matters advanced outside a Key Phase as referred to in Condition 14.

**REASON**

To ensure the details of the development are satisfactory to the Local Planning Authority in view of the nature and scale of the development proposed.

## CONDITION 2:

Applications for the approval of reserved matters and for reserved matters outside a key phase shall include where relevant appearance, landscaping, layout and scale. The first reserved matters application shall be made to the Local Planning Authority no later than three years from the date of this permission. Applications for the approval of all subsequent reserved matters for each part of the development including reserved matters advanced outside a key phase shall be made to the Local Planning Authority no later than twenty years from the date of this permission. The development to which those reserved matters relate shall be begun no later than the expiration of two years from the final approval of those reserved matters.

### REASON:

To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

## CONDITION 3:

Plans and particulars of the reserved matters referred to in Condition 2 above, relating to appearance, landscaping, layout and scale, shall be submitted to and approved in writing by the Local Planning Authority in respect of any part of the development of the site before any development commences within that part of the site.

### REASON:

To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

## CONDITION 4:

Development shall not commence unless:

- a) the proposed development falls within a defined Key Phase and an identified reserved matters area, in relation to which all reserved matters have been submitted to and approved in writing by the Local Planning Authority in accordance with Condition 15; or
- b) the proposed development is identified as advanced development outside a Key Phase in relation to which all reserved matters have been submitted to and approved in writing by the Local Planning Authority as reserved matters applications approved Outside a Key Phase in accordance with Condition 14.

### REASON:

To ensure the details are acceptable to the Local Planning Authority.

## Development Parameters and Development Specification

## CONDITION 5:

Development shall be carried out substantially in accordance with the Development Specification (David Lock Associates, dated August 2013), the principles contained in the Design and Access Statement (David Lock Associates, dated August 2013), the mitigation requirements contained in the Environmental Statement (2011) and its Addendum (dated 2013) and the following approved plans:

- RRS007-DFP-001 Rev J - Development Framework Plan
- RRS007-PL-015 Rev F - Planning Application Boundary
- RRS007-PL-03 Rev G - Access and Movement Parameter Plan
- RRS007-PL-04 Rev U - Green Infrastructure Parameter Plan
- RRS007-PL-06 Rev B - Housing Density Parameter Plan
- RRS007-PL-07 Rev C - Building Heights Parameter Plan
- 110041/PD/01 Rev G - A428 Corridor Western Signalised Junction
- 110041/PD/02 Rev E - A428 Corridor Middle Priority Junction
- 110041/PD/03 Rev E - A428 Corridor Eastern Roundabout Junction
- 110041/PD/04a Rev D - A5 Northern Roundabout Access
- 110041/PD/05 Rev E - A5 Southern Roundabout Access
- 110041/PD/36 Rev L - Clifton Road/Butlers Leap/Rugby Road Access Horizontal Alignment

- 110041/PD/41 Rev J - Butlers Leap / Link Road Junction
- 110041/PD/66 Rev A - Hillmorton Lane / Link Road Junction
- N12032/SK103 Rev C - Clifton Road / Butlers Leap Rugby Road Access Horizontal / Vertical Alignment 1 of 3
- N12032\_SK104 Rev C - Clifton Road / Butlers Leap Rugby Road Access Horizontal / Vertical Alignment 2 of 3
- N12032\_SK105 Rev B - Clifton Road / Butlers Leap Rugby Road Access Horizontal / Vertical Alignment 3 of 3

The development shall also relate to the supporting documents referred to in INFORMATIVE A below.

**REASON:**

For the avoidance of doubt and to ensure that the details of the development are acceptable to the Local Planning Authority.

**Site Wide Strategies**

**CONDITION 6:**

Prior to commencement of any development or approval of any Reserved Matters the following site wide strategies shall be submitted to and approved in writing by the Local Planning Authority. These strategies shall establish broad, site wide principles, objectives and targets, under the following headings and shall be implemented as approved:

**a. Delivery Management Strategy**

- Advance planting and delivery of strategic green infrastructure including future management, maintenance and monitoring
- Site management
- Infrastructure delivery and adoption principles
- Delivery of formal and informal open space including management and adoption objectives and principles
- Delivery of site wide footpaths and cycleways including a programme for their implementation
- Management and maintenance of Sustainable Drainage (SuDS)
- Community facilities delivery principles
- Primary Electricity Substation
- Gas Pressure Reduction Station
- District and Local Centres

**b. Landscape and Ecological Mitigation, Enhancement and Management Strategy**

- A site wide ecological network and enhancement specification including implementation of specific environmental mitigation measures including:
  - Ecological Park to incorporate Oxford Canal Meadows Local Wildlife Site and adjacent grasslands
  - A5 Meadow Local Wildlife Site and adjacent grassland and wetland habitats
  - Clifton Brook Local Wildlife Site and associated re-alignment and enhancement proposals
- The details of measures for the protection and enhancement of habitats and species and the processes by which these measures will be delivered
- The principles for future survey, monitoring and reporting
- Management and monitoring regime(s)
- The principles of how habitat and species protection and enhancement measures during the construction and operational phases will be delivered



**c. Heritage Management Plan**

- A strategy for the preservation areas of the retained Ridge and Furrow including statement of significance, details of maintenance and protection from construction activity, requirements for additional assessment, and public accessibility and interpretation
- A strategy for the preservation and interpretation of mast anchors and bases
- C-Station and A-Station Conservation Strategy

**d. Site Wide Code of Construction Practice (to also cover Construction Environmental Management) – Part A**

The Site Wide Code of Construction Practice Part A shall provide a control framework that all third party developers, contractors and sub-contractors will employ and shall include site wide principles and including when detailed systems and arrangements will be undertaken, to include:

- **General Site Arrangements**
  - Roles and responsibilities
- **Scope of Works and Programme**
  - Communication and community liaison
  - Communication records
  - Site working hours / hours of operation
  - Boundary Management and public protection
  - Network Rail Requirements
  - Canal and River Trust Requirements
- **Legal Compliance**
  - Environmental Provision
    - Construction traffic
    - Air quality and dust management including erection of hoarding boards
    - Construction and fabrication
    - Proximity to dwellings
    - Noise and vibration management including assessment of construction noise and mitigation
    - Pollution control, contamination and water resource management
    - Landscape and Ecological management
    - Materials and Waste management strategy including use of locally sourced materials where possible
    - Archaeological management
- **Emergency Planning and Incident Response**
  - Environmental Incident Recognition
  - Emergency Planning
  - Incident Control and Reporting
  - Site Rules
- **Monitoring, Auditing and Reporting**

**REASON:**

To ensure the development of the site is progressed in accordance with an approved framework and related management practices.

**Project Manager**

**CONDITION 7:**

Prior to commencement of development a suitably qualified Project Manager shall be appointed to oversee the delivery of the works in accordance with the principles contained within the relevant Site Wide Strategies (under Condition 6), and shall also be responsible for the appointment of suitably qualified specialists. The Project Manager shall be retained thereafter for the duration of the relevant works.

**REASON:**

To ensure effective management and delivery of the development.

**Advanced Planting**

**CONDITION 8:**

Prior to the occupation of 1,000 dwellings, a scheme of advanced planting shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include full planting proposals, a timetable for implementation and details of management and maintenance.

If within a period of ten years from the date of the planting of any tree or shrub or any tree or shrub planted in replacement for it is removed, or it is uprooted or destroyed or dies, another tree or shrub of the same species and size as that originally planted shall be planted as a replacement.

**REASON:**

In the interests of visual amenities of the locality and safeguarding and enhancing biodiversity.

**Key Phases**

**Key Phase – Definition**

**CONDITION 9:**

Information brought forward relative to a Key Phase under Condition 1 shall be substantially in accordance with the Development Framework Plan and Parameter Plans as referred to in Condition 5, the Development Specification and with the relevant Site Wide Strategy or Strategies approved as part of this permission and the delivery requirements of the Section 106 Agreement.

Applications to define a Key Phase shall be submitted for the approval in writing of the Local Planning Authority and shall be accompanied by the following:

- a) A plan identifying and defining the extent of the Key Phase.
- b) A schedule identifying the broad disposition of land uses and broad quantum of development within the Key Phase.

Each submission that defines a Key Phase shall be accompanied by a written statement which addresses the following:

- c) Justification for the definition and content of the Key Phase including the relationship with Key Phases already defined and approved under this condition and any Reserved Matters already approved under condition 1 and its contribution to the wider vision and illustrative master plan for the site.
- d) The intended approach to the design specification (through a Design Code/Guide or Design Brief) and the scope of that design specification having regard to the attached informative. (Informative B)
- e) The scope of any proposed supplements to the overarching strategies to address Key Phase specific issues.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority in view of the nature and scale of the development proposed.

## **Key Phase – Enabling Works**

### **CONDITION 10:**

Following approval of the Key Phase Definition and prior to the approval of the Key Phase Framework, Reserved Matters Applications for Enabling Works, where relevant, can be submitted for approval, but shall be limited to:

- Works of demolition and consequential works
- Works to stabilise and support existing structures
- Surveys including invasive works
- Site clearance
- Archaeological or ground investigations
- Erection of fencing or hoardings including site notices
- Erection of security measures or lighting
- Erection of temporary buildings, structures or compounds directly linked to anticipated construction
- Construction of temporary roadways
- Laying of, removal or diversion of services
- Remedial work in respect of contamination or other adverse ground conditions

### **REASON:**

To ensure satisfactory control of the development of the site.

## **Key Phase – Framework Requirements**

### **CONDITION 11:**

Consistent with the definition of the Key Phase in accordance with Condition 9 and prior to determination of the first Reserved Matters within that Key Phase area (unless approved as a reserved matter advanced outside a Key Phase under Condition 14 or approved as Enabling Works under Condition 10), the following shall be submitted to and approved in writing by the Local Planning Authority, in relation to the defined Key Phase:

- a) A Design Code / Guide or Design Brief in accordance with the scope agreed under Condition 9 above to include:
  - An Indicative Sequencing Plan to set out how reserved matters applications within the Key Phase may be brought forward.
  - A Sustainability Statement setting out the sustainability targets and strategy for meeting those targets for the phase of development in terms of energy, waste and water.
- b) A Delivery Plan setting out the proposed delivery programme in relation to any relevant matters in the Section 106 Agreement and as may be proposed as part of a Key Phase to include:
  - i. Any School(s) stating the delivery programme (phased, if appropriate) for the relevant school which shall provide for the opening for use of the relevant School at the relevant delivery event in accordance with the trigger events as set out in the S106 Agreement to include the offer of the school site and relevant payments;
  - ii. Any formal open space and NEAPs / LEAPs, stating the delivery programme for the relevant space / play area which shall provide for the opening for use at the relevant trigger event as set out in the S106 Agreement to include a timetable for the approval and subsequent implementation of the relevant schemes for outdoor sports pitches including necessary supporting changing facilities and associated parking;

- iii. Any strategic informal open space including, where relevant, pocket parks, existing and proposed orchards and allotments, stating the delivery programme for the relevant space which shall provide for making that space available for use in accordance with a timetable for implementation;
  - iv. Any community facilities, stating the delivery programme taking into account the relevant trigger events as set out in the S106 Agreement, which shall include a timetable for the submission and approval of a relevant scheme for such community facilities;
  - v. Affordable housing delivery – principles for the quantum, tenure split and how it will be distributed within the Key Phase. Where a Key Phase proposes residential development comprising 1,000 dwellings or more proposals as to the timing of a further periodic review of viability in respect of the quantum and delivery of affordable housing for that particular Key Phase.
- c) Where relevant, supplements to the site wide strategies to address any phase specific requirements, not otherwise addressed in the Design Code/Guide or Design Brief.
- d) A S106 Update Statement identifying progress against Key Phases already approved and detailing any proposals necessary to address any shortfall.
- e) A Code of Construction Practice Update Statement (to also cover Construction Environment Management Plan) - **Part B**
- A Code of Construction Practice Part B for each Key Phase shall provide a detailed control framework specific for that Key Phase, supplementing the site wide principles established in Part A, to include:
- **General Site Arrangements**
    - Roles and responsibilities
  - **Scope of Works and Programme**
    - Communication and community liaison
    - Communication records
    - Site working hours / hours of operation
    - Boundary Management and public protection
    - Network Rail Requirements
    - Canal and River Trust Requirements
  - **Legal Compliance**
  - **Environmental Provision**
    - Construction traffic including:
      - Haulage routes including speed limits
      - Access, internal circulation and signage strategy
      - Vehicle operation
      - Lorry sheeting
      - Cleaning and inspection for the prevention of mud and debris on the highway
      - Parking of vehicles for all site operatives and management, including details of site compound
      - Travel plans for construction employees
      - Managing the movement of workers into the development
    - Air quality and dust management including erection of hoarding boards and lorry sheeting
    - Construction and fabrication including construction lighting
    - Proximity to dwellings
    - Noise and vibration management including assessment of construction noise and mitigation
    - Pollution control, contamination and water resource management including:
      - Fuel storage
      - Specialist hazardous materials surveys
      - Silt management plan including details of construction SuDS

- Landscape and Ecological management including measures for the protection of advanced planting and retained features including trees and hedgerows, as well as invasive species management
- Materials and Waste management strategy including:
  - o use of locally sourced materials where possible
  - o Managing effectively the supply of goods to construction sites
  - o Encouraging the development of sustainable supply chains for construction materials
  - o Soil resource strategy including measures for minimizing the requirement for material to be imported and exported
- Archaeological management
- **Emergency Planning and Incident Response**
  - Environmental Incident Recognition
  - Emergency Planning
  - Incident Control and Reporting
  - Site Rules
- **Monitoring, Auditing and Reporting**

**REASON:**

To ensure satisfactory control of the development of the site.

**Key Phase – Technical Requirements**

**CONDITION 12:**

- (a) Prior to approval of relevant reserved matters within a Key Phase the applicant, agent or successors in title shall, taking account of the development programme, undertake a programme of archaeological work for that Key Phase, including any proposed phasing, in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority. The condition shall be discharged on a phased basis with each component, as set out below, undertaken, and approved in writing by the Local Planning Authority
- i. Archaeological investigations in accordance with a Written Scheme of Investigation which has been approved by the Local Planning Authority;
  - ii. A post-excavation evaluation report confirming the requirement for subsequent investigations and mitigation requirements;
  - iii. Where relevant, a mitigation strategy including a timetable for any subsequent investigation works, recording and publication of the results.

The archaeological mitigation strategy shall be carried out in accordance with the approved details and timings.

- (b) Prior to approval of reserved matters within a Key Phase, the details of the Ecological Mitigation and Enhancement Strategy for that Key Phase, having regard to principles in the relevant Site Wide strategies in Condition 6 shall be submitted to and approved in writing by the Local Planning Authority, and shall include:
- Details of the implementation of the Landscape and Ecological Mitigation and Enhancement and Management Strategy including a hedgerow cutting regime.
  - Each section of the Green Infrastructure network to be designed in detail
  - An ecological balance sheet showing losses and gains

- Detailed mitigation in relation to protected species for the Key Phase and other mitigation requirements in accordance with the relevant Site Wide Strategy (pursuant to Condition 6b).
  - Detailed methods of working to demonstrate how the protection of habitats and species will be delivered
  - Requirements for surveys and reporting in the Key Phase
  - Management and monitoring in relation to both species and habitats.
- (c) Prior to the approval of reserved matters for any development parcel within a Key Phase, the details of foul and surface water drainage for that Key Phase, in accordance with the Site Wide drainage strategy contained in the Environmental Statement (March 2011) and the Environmental Statement Addendum (August 2013), shall be submitted to and approved in writing by the Local Planning Authority.
- (d) Prior to the commencement of development within a Key Phase the following measures to investigate site contamination, including any proposed phasing within that Key Phase, shall be undertaken and details submitted to and approved in writing by the Local Planning Authority:
- 1) A preliminary risk assessment which has identified all previous uses; potential contaminants; a conceptual model and any potential contamination risks at the site;
  - 2) A site investigation scheme based on the preliminary risk assessment;
  - 3) The site investigation results and detailed risk assessment, and based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
  - 4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

No buildings shall be occupied within that phase until the remediation scheme has been implemented in its entirety as approved and the verification report approved by the Local Planning Authority.

- (e) Schemes for the LEAPs, NEAPs and Formal Open Spaces within the Key Phase shall be submitted to and approved in writing by the Local Planning Authority in accordance with the timetable set out in the relevant Key Phase Delivery Plan under Condition 11b)ii. Each submitted scheme shall, where relevant, include a detailed specification for:
- Siting and layout
  - Play equipment
  - Lighting
  - Buffer zones
  - Access and Parking
  - Changing facilities
  - Surfacing
  - Re-grading and drainage requirements
  - Associated planting proposals
  - Boundary treatments
  - Timetable for implementation
  - Future management and maintenance proposals
  - Associated footpaths and cycleways
  - All-weather sports pitch provision within the formal open space area located on the north side of the A428 Crick Road as identified on the approved Development Framework Plan
- (f) A scheme for the strategic informal open space within the Key Phase shall be submitted to and approved in writing by the Local Planning Authority in accordance with the timetable set out in the relevant Key Phase Delivery Plan under Condition 11b)ii. Each submitted scheme shall, where relevant, include a detailed specification for:
- Siting and layout including the location of pocket parks
  - Play equipment

- o Surface treatments
- o Location of food production areas including allotments and orchards and retention of existing orchard
- o Existing planting including location, number, density, height and indicating those to be retained and removed.
- o Full planting schedule specifying species, location, number, density, height and eventual spread
- o Boundary treatments
- o Timetable for implementation
- o Future management and maintenance proposals
- o Associated footpaths and cycleways

- (g) A scheme for the provision of community facilities within a Key Phase shall be submitted to and approved in writing by the Local Planning Authority in accordance with the timetable set out in the relevant Key Phase Delivery Plan under Condition 11b)iii. The scheme shall include details of future management, maintenance and public access arrangements as set out in Schedule 6 of the Section 106 Agreement.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority in the interests of archaeology, biodiversity, human health, drainage and provision of other services and accords with the requirements of EU Directive 2000/60/EC: the Water Framework Directive.

**Compliance**

**CONDITION 13:**

All reserved matters applications shall accord substantially with the approved plans referred to in Conditions 5, the Development Specification, the Design and Access Statement Principles, mitigation requirements and Site Wide Strategies.

Where reserved matters applications are brought forward under Conditions 2 and 15, they should also accord substantially with the Key Phase Definition, Key Phase Framework Submissions and Conditions 15 below, where relevant.

Where reserved matters applications are advanced outside a Key Phase under Condition 14, they should accord substantially with the approved Plans referred to under Condition 5, the Development Specification, the Site Wide Strategies and Condition 15 below, where relevant.

All Reserved Matters Applications should be accompanied by a written statement as part of the Planning Statement explaining how conformity is achieved.

**REASON:**

To ensure the details of the development are carried out in substantial accordance with the approved plans.

**Reserved Matters Applications (Advanced Outside a Key Phase)**

**CONDITION 14:**

In exceptional circumstances where it is necessary to bring forward development in advance of the definition of a Key Phase and approval of the Key Phase Requirements, a reserved matters application shall be submitted which contains the information contained within Condition 15 below. Reserved Matters (Advanced Outside a Key Phase) applications should also be accompanied by:

- a) A statement justifying submission of a Reserved Matters (Advanced Outside a Key Phase) application including, where relevant, the relationship with Key Phases already defined and any reserved matters already approved.

- b) A statement setting out the proposed delivery programme in relation to any relevant triggers in the Section 106 Agreement
- c) A statement of compliance in accordance with Condition 13.
- d) Where relevant, technical details in accordance with Condition 12.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority.

**Reserved Matters Applications – Additional Matters**

**CONDITION 15:**

Details of the following additional matters shall, where relevant, concurrently with the submission of each reserved matters application and reserved matters application advanced outside a key phase, be submitted to and approved in writing by the Local Planning Authority before development of any part of the site to which the submitted details relate is commenced. The development shall be implemented in accordance with the details so approved prior to that part of the development being occupied or brought into use.

- i. Existing and proposed ground levels and finished floor levels of all new dwellings / buildings and any associated parking and access;
- ii. Layout, scale and appearance of buildings in line with the principles set out in the Key Phase Design Code/Guide or the Design & Access Statement Principles if the Reserved Matters application is being brought forward outside a Key Phase in line with Condition 14 above;
- iii. Access routes and parking, motor cycle and cycle storage and service vehicle areas in accordance with the relevant Key Phase Design Code/Guide and Transport Assessment;
- iv. Hard and soft landscape details including fences, walls and boundary treatments, public art and interpretation boards and surface materials;
- v. Play provision including detailed design and specification of pocket parks and informal play provision within the reserved matters area and including full details of all play areas and associated equipment including surfacing materials and landscape works;
- vi. Distribution of affordable housing where a residential reserved matters application includes market and affordable housing;
- vii. Foul and surface water drainage proposals including any pumping stations;
- viii. Details of Ground Conditions and any required remedial measures;
- ix. Ecological Implementation Plan, to demonstrate compliance with the principles set out in the Site Wide Landscape and Ecological Mitigation and Enhancement and Management Strategy and the measures for ecological mitigation and enhancement as set out in detail in relation to the relevant Key Phase;
- x. A Sustainability Compliance Statement setting out how the development will achieve the targets agreed under Condition 11a) and 16. Where applications are advanced outside a key phase, appropriate standards, in accordance with Condition 11, should be established and evidence of how those standards will be met provided;
- xi. Landscape details within development parcels including pocket parks, orchards and allotments and any other food production areas to include management proposals in line with the principles established through the site wide Delivery Management Strategy;
- xii. Waste management provision;
- xiii. Provision of adequate water supplies and fire hydrants;
- xiv. Details of external lighting having regard to the Landscape and Ecological Mitigation and Enhancement Management Strategy;
- xv. A programme of works for delivery and maintenance of the public realm including hard and soft landscaping, public art and approach to adoption;
- xvi. Details of any electrical sub stations;



- xvii. Location and design of bus stops;
- xviii. Programme for dismantling of any existing steel palisade fencing and any other security fencing along the boundaries and within the site;
- xix. Details of the design and location of electric vehicle charging points;
- xx. Strategic footpaths and cycleways;
- xxi. A detailed assessment of the impact of the development under the Water Framework Directive (WFD) to include a fully detailed mitigation and enhancement strategy taking into account of direct and indirect impacts on the Clifton Brook.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority.

**Sustainability**

**CONDITION 16:**

The Sustainability Statement, as required by Condition 11 above, will establish the standards to be achieved within each Key Phase and the Sustainability Compliance Statement, required under Condition 15 in relation to every reserved matters application for development parcels will demonstrate how this is to be achieved. All development shall achieve as a minimum an energy efficiency of 10% above the Building Regulations Standards in place at the time of the Reserved Matters Submission unless this requires a zero carbon development.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority.

**Code of Construction Practice (including Construction Management Plan) – Part C**

**CONDITION 17:**

Prior to commencement of development in any reserved matters area a Code of Construction Practice Part C shall have regard to the principles contained within the site wide Code of Construction Practice Part A, and where reserved matters are brought forward under a Key Phase in accordance with condition 11, to the relevant Code of Construction Practice Part B for that Key Phase. The Code of Construction Practice Part C shall provide detailed and specific arrangements for all components as set out in Condition 11e) in addition to:

- Named roles and responsibilities and contact details
- Working hours
- Detailed access arrangements including signage and parking provision
- Detailed design and layout of construction compounds
- Traffic Management System including material delivery and waste removal schedule
- Construction Phase Health and Safety Plan
- Construction Environmental Management Plan to include all relevant subsidiary Management Plans (Dust Management Plan and Method Statements)
- Details of relevant consents to be obtained

**REASON:**

To ensure the development is carried out in accordance with appropriate environmental practices.

**Other Detailed Technical and Site Specific Requirements and Planning Restrictions**

**Protection and management of existing trees and hedges**

**CONDITION 18:**

A tree survey and arboricultural implications assessment shall be submitted as part of each reserved matters application showing trees and hedgerows to be retained, relocated or removed and provision of replacement trees as appropriate together with a proposed tree and hedgerows protection plan. Such plans and particulars to include:

- A tree and hedgerow survey
- an arboricultural method statement
- an arboricultural impact assessment, and
- a tree/hedgerow/woodland protection plan.

The tree/hedgerow protection measures shall be erected prior to the commencement of any works including site clearance and thereafter retained until construction works are complete unless written permission is given by the Local Planning Authority for their removal.

If within a period of ten years from the date of the planting of any tree or shrub or any tree or shrub planted in replacement for it is removed or up-rooted or destroyed or dies, another tree or shrub of the same species and size as that originally planted shall be planted as a replacement.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority in the interests of biodiversity and protecting the visual amenities.

**Heritage Record of C-Station and A-Station**

**CONDITION 19:**

Prior to the occupation of 500 dwellings, an appropriate programme of historic building recording of C and A Stations shall be secured and implemented in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority. The scheme of investigation shall include the requirement for a detailed photographic record of each of the buildings together with a report that shall be in a suitable format and when complete deposited in the local Historic Environment Record.

**REASON:**

In the interests of obtaining, retaining and maintaining a historic record of the key heritage assets of the site.

**Detailed Conservation Plan for C-Station and A Station**

**CONDITION 20:**

Prior to the occupation of 3,000 dwellings, or in conjunction with the Key Phase Framework Requirements for a Key Phase containing the District Centre, whichever is the sooner, a Detailed Conservation Plan accompanied by a Business Plan shall be prepared for C Station and A Station in consultation with English Heritage and other stakeholders in accordance with the principles set-out in the Outline Conservation Plan (David Lock Associates, dated August 2013) and shall be submitted to and approved in writing by the Local Planning Authority. The Detailed Conservation Plan(s) and Business Plan(s) shall thereafter be implemented in accordance with the approved details and as required by the Section 106 Agreement.

**REASON:**

In the interests of retaining and protecting the existing listed and curtilage listed buildings which form a significant and historically valuable part of the site.

**Highways and Access**

**a. Highways Agency**

**CONDITION 21:**

There shall be no means of vehicular access to the development directly onto the A5 trunk road other than the following:

- The northern access, to be located at the existing access to the Rugby Radio Mast Site C-Station, as generally illustrated on Drawing Number 110041/PD/04a Rev D included in the Transport Assessment at Appendix 5.2
- The southern access, to be located approximately 720m to the north of the existing A5/A428-A5 Link/Danes Way junction to DIRFT 1, as generally illustrated on Drawing Number 110041/PD/05 Rev E included in the Transport Assessment Appendix at 5.2, and
- The existing Rugby Radio Mast Site C-Station access for the purposes of temporary construction access, subject to the details of this being agreed in writing with the Highways Agency prior to the access being used for such purpose and such access as shall not to be used once the Northern Access, as detailed above, is brought into use.

**REASON:**

To enable the A5 to continue to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 (2) of the Highways Act 1980 by minimising disruption on the strategic road network and in the interests of road safety.

**CONDITION 22:**

Before commencement of construction of the proposed Northern and Southern accesses to the A5 referred to in Condition 21 above full details of each access shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highways Agency. The full details to be submitted and approved shall include:

- How the proposed accesses interface with the A5 Trunk Road highway alignment, including details of highway surface water drainage, the carriageway markings and lane destinations.
- Full direction and traffic signing, lining, lane markings and lighting details.
- Provisions for Non-Motorised Users (NMUs)
- Confirmation of full compliance with the current Design Manual for Roads and Bridges (DMRB) and Departmental Policies and Advice Notes, and the necessary relaxations / departures from standards approved by the Highways Agency
- Independent Stage Two Road Safety Audit carried out in accordance with the current Design Manual for Roads and Bridges (DMRB) and related Advice Notes

Thereafter the development shall be implemented in full accordance with these approved details or any amendments subsequently approved in writing by the local planning authority in consultation with the Highways Agency

**REASON:**

To enable the A5 to continue to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 (2) of the Highways Act 1980 by minimising disruption on the strategic road network and in the interests of road safety.

**CONDITION 23:**

Access to the site from the A428 shall be located and laid out in general accordance with plans 110041/PD/01 Rev G, 110041/PD/02 Rev E, and 110041/PD/03 Rev E, with access to the site from the A5 being laid out in general accordance with plans 110041/PD/05 Rev E and 110041/PD/04a Rev D and being constructed prior to first occupation of the relevant phase in-line with the following phasing plan unless otherwise agreed with the Highway Authorities:

- A permanent access junction from the A428 serving the main site to be provided prior to occupation of the first dwelling on the site.
- A second permanent access junction or the link road serving the main site to be provided prior to the occupation of the 1,000th dwelling
- In the event that the Link Road is delivered by 1,000 dwellings in accordance with point (2) above, a second permanent access junction serving the main site shall be provided prior to the occupation of the 1,750th dwelling

- The access junction on the south side of the A428, to be provided in general accordance with Plan 110041/PD/02 Rev E, prior to the occupation of any development to the south of the A428.
- A third permanent access junction serving the main site to be provided prior to the occupation of the 3,250th dwelling
- A fourth permanent access junction serving the main site to be provided prior to the occupation of the 4,750th dwelling.

For the purposes of this condition, permanent access junction refers to either of the two junctions on the A428 shown on plans 110041/PD/01 Rev G and 110041/PD/03 Rev E, or either of the junctions on the A5 shown on the plans 110041/PD/05 Rev E and 110041/PD/04a Rev D. or such alternate junctions as may be agreed with the Local Planning Authority in consultation with the Highways Authorities.

Any subsequent variations, during the course of the implementation of this permission, shall be submitted to and agreed in writing with the Local Planning Authority in consultation with either the Highways Agency or Warwickshire County Council as relevant.

**REASON:**

To enable the A5 to continue to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 (2) of the Highways Act 1980, by minimising disruption on the strategic road network and in the interests of road safety.

**CONDITION 24:**

A scheme for traffic management at the A5 Lilbourne Crossroads shall have been submitted to, and approved in writing by the Local Planning Authority in consultation with the Highways Agency and implemented prior to the occupation of the 650<sup>th</sup> dwelling, such scheme to be as generally illustrated on Drawing Number 110041/PD/59 included in the Transport Assessment at Appendix 5.7.

**REASON:**

To enable the A5 to continue to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 (2) of the Highways Act 1980 by minimising disruption on the strategic road network and in the interests of road safety.

**CONDITION 25:**

Detailed Travel Plans shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highways Agency in accordance with the requirements set out in the Revised Site Wide Travel Plan (SWTP) dated December 2013, as included in the S106 agreement.

**REASON:**

To enable the A5 to continue to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 (2) of the Highways Act 1980 by minimising disruption on the strategic road network and in the interests of road safety.

**CONDITION 26:**

Prior to commencement of any development or approval of any Reserved Matters a Code of Construction Practice shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Highways Agency where relevant. This Code will establish broad, site wide principles, objectives and targets, under the headings set out in Condition 6d, 11e) and 17 above:

**REASON:**

To enable the A5 to continue to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 (2) of the Highways Act 1980 by minimising disruption on the strategic road network and in the interests of road safety.

**CONDITION 27:**

Where relevant, reserved matters applications shall include a Construction Management Plan to be submitted and approved in writing by the Local Planning Authority in consultation with the Highways Agency. This must be in accordance with the Principles set out in the site wide Code of Construction Practice required by Conditions 6d 11e) and 17 above and include routing of construction traffic.

**REASON:**

To enable the A5 to continue to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 (2) of the Highways Act 1980 by minimising disruption on the strategic road network and in the interests of road safety.

**b. Warwickshire County Council - Highways**

( In conditions 28 to 38 below, 1 unit is defined as either 1 dwelling or 53m<sup>2</sup> of B1(a)(b) or 148m<sup>2</sup> B1(c), B2,B8)

**CONDITION 28:**

Prior to the occupation of the first dwelling, one eastbound and one westbound bus stop with associated raised kerbing, shelter and flags signs on the A428 adjacent to the agreed access to the site, in general accordance with the principles as set out on plan 110041/PD/01 rev F, shall be implemented, in accordance with details that have first been submitted to and approved by the Local Planning Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 29:**

Prior to the occupation of the 500th dwelling a second eastbound and westbound bus stop on the A428, with an appropriate pedestrian link from the site, shall be implemented in accordance with details that have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 30:**

Prior to occupation of the 500th dwelling on the site, the access restrictions to Moors Lane shall be carried out in general accordance with the principles as set out on plans 110041/PD/38 Rev A and 110041/PD/01 Rev G, on the site, unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 31:**

The combined footway/cycleway shall be located and laid out in general accordance with the principles as set out on drawing RRS007-PL-03 Rev G (Access and Movement Parameter Plan). The scheme shall then be

constructed and open to public use prior to the occupation of 650 units on the site, unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 32:**

No more than 650 units shall be occupied until the highway works at Watts Lane in general accordance with the principles as set out on plan 110041/PD/56 Rev A have been implemented in full, unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 33:**

No more than 1,420 units, shall be occupied until the highway works along the A428 corridor in general accordance with the principles as set out on plan 110041/PD/58 Rev A and 110041/PD/57 Rev A, (not including the works at the junction of Watts Lane and Ashlawn Road shown on plans 110041/PD/56 Rev A and 110041/PD/40 Rev D) have been implemented in full, unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 34:**

No more than 1,420 units, shall be occupied until the highway works at Ashlawn Road junction have been implemented in full in general accordance with the principles as set out on plan 110041/PD/40 Rev D, unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 35:**

No more than 1,800 units, shall be occupied until the highway works at Boughton Road/Crowthorns have been implemented in full in general accordance with the principles as shown on plan 110041/PD/39 Rev D unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 36:**

No more than 1,850 units shall be occupied until the highway works at A426 Newbold Road have been implemented in full in general accordance with the principles as shown on plan 110041/PD/5 unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 37:**

Prior to the occupation of 1,750 dwellings, 2,230 development units or 3000m<sup>2</sup> of A1 retail floorspace, whichever is the sooner, and unless already provided under condition 23, the Link Road as shown on plans 110041/PD/36 Rev L, VD12032-SK103 Rev C, VD12032-SK104 Rev C and VD12032-SK105 Rev B its junction with Hillmorton Lane as shown on plan 110041/PD/66 Rev A and its junction with Butlers Leap as

shown on plan 110041/PD/41 Rev J, shall have been implemented in full, unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 38:**

Prior to the Hillmorton Lane / Link Road junction as shown on plan 110041/PD/66 Rev A, being brought into use the proposed works on Hillmorton Lane south of the link road shown on 110041/PD/46 Rev D shall have been implemented in full, unless otherwise agreed with the Local Planning Authority in consultation with the Highway Authority.

**REASON:**

To ensure the details of the development are acceptable in the interests of public and highway safety.

**CONDITION 39:**

In accordance with the delivery programme details for footpaths and cycleways approved under Condition 6a, full details of the precise alignment, design, construction materials and surface treatment, drainage and any lighting, together with a programme for the delivery of the proposed strategic new footpath and cycleway/footway connections as shown on the Access and Movement parameter plan, including improvements to Locks Lane and proposals for Moors Lane, shall be submitted to and approved in writing by the Local Planning Authority and shall thereafter be fully implemented in accordance with the approved programme. If not already delivered, all strategic new footpaths and cycleways, as shown on the Access and Movement parameter plan, shall be implemented and open for use prior to the occupation of 5000 dwellings.

**REASON:**

To ensure that the access and movement strategy is implemented in a timely manner in the interests of sustainable development.

**CONDITION 40:**

Apart from footpaths and cycleways, the green wildlife corridors shall not contain any roads, streets or vehicular accessways other than at proposed crossing points.

**REASON:**

In the interests of biodiversity and amenity.

**CONDITION 41:**

Prior to the completion of the access restriction works to Moors Lane as shown on plans 110041/PD/38 Rev A and 110041/PD/01 Rev G, a detailed improvement scheme for the part of Moors Lane as referred to in Condition 30 above, under the West Coast Main Line, shall be implemented in accordance with an approved scheme that has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include full details of security enhancement, including lighting, together with proposals for on-going maintenance, as referred to in paragraph 6.11 of the Transport Assessment (Environmental Statement Addendum, August 2013).

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority and in the interests of public and highway safety.

**District and Local Centres**

**CONDITION 42:**

The District Centre shall be wholly contained within a Key Phase. The Local Centres shall be wholly contained within Key Phases unless agreed otherwise with the Local Planning Authority under Condition 9. The District Centre shall include C Station and the permanent health centre. The framework requirements for the Key Phase containing the District Centre shall include the submission of a detailed design brief and layout concept plan for

the District Centre which shall also have regard to the Detailed Conservation Plan for C Station approved in accordance with Condition 20 and the relationship with the neighbouring school campus site.

**REASON:**

To ensure the co-ordinated and comprehensive development of the site and that proposals for the re-use of C Station are not considered in isolation of the District Centre as a whole.

**CONDITION 43:**

A Key Phase containing the District Centre shall be brought forward in accordance with Condition 9 prior to the occupation of 3,000 dwellings.

**REASON:**

To ensure that essential facilities serving the development are brought forward in a timely manner in a planned and co-ordinated approach.

**CONDITION 44:**

The quantum and mix of floorspace in the District Centre shall not exceed the figures for those use type categories as specified in Table 3.1 contained in the 'Report on District and Local Centres' prepared by David Lock Associates and dated July 2013, which accompanied the application. [Such categories being those as defined in the Town and Country Planning (Use Classes) Order 1987 as amended]

**REASON:**

To maintain a hierarchy of shopping centres and to ensure that there is no undue adverse impact on the vitality and viability of the town centre.

**CONDITION 45:**

The quantum and mix of floorspace in Local Centre 1, Local Centre 2, and Local Centre 3 shall not exceed the figures for those use type categories specified in Tables 4.1, 4.2 and 4.3 respectively contained in the 'Report on District and Local Centres' prepared by David Lock Associates and dated July 2013, which accompanied the application. [Such categories being those as defined in the Town and Country Planning (Use Classes) Order 1987 as amended]

**REASON:**

To maintain a hierarchy of shopping centres and to ensure that there is no undue adverse impact on the vitality and viability of the town centre.

**CONDITION 46:**

Within the District Centre, no individual A1 unit shall exceed 500m<sup>2</sup>, no A3 unit shall exceed 400m<sup>2</sup> and at no time shall any units be amalgamated to create larger units nor shall any mezzanine floors be constructed within any of the units.

**REASON:**

To maintain a hierarchy of shopping centres and to ensure that there is no undue adverse impact on the vitality and viability of the town centre.

**CONDITION 47:**

Within the District Centre, there shall be a single supermarket with a floorspace not exceeding 5600m<sup>2</sup> (GEA) (3500m<sup>2</sup> net) of which no more than 1050m<sup>2</sup> (net) of sales floorspace shall be used for retail display and sale of comparison goods.

**REASON:**

To maintain a hierarchy of shopping centres and to ensure that there is no undue adverse impact on the vitality and viability of the town centre.



**CONDITION 48:**

Within the Local Centres, individual A1 retail units shall not exceed 250m<sup>2</sup> and shall not be used for the sale of comparison goods and at no time shall any of the units be amalgamated to create larger units or shall any mezzanine floors be constructed within any of the units.

**REASON:**

To maintain a hierarchy of shopping centres and to ensure that there is no undue adverse impact on the vitality and viability of the town centre.

**CONDITION 49:**

Within Local Centre 2 and Local Centre 3, no B1a (office) unit shall exceed a floorspace of 1000m<sup>2</sup> (GEA) and at no time shall any of the units be amalgamated to create larger units

**REASON:**

To control the size and scale of office units located outside the town centre.

**CONDITION 50:**

Notwithstanding the provisions of Class D1 (Non-residential Institutions) and Class D2 (Assembly and Leisure) of The Town and Country Planning (Use Classes Order) 1987, as amended, or any such order revoking or re-enacting the Order, no development shall be used for the purposes of art galleries, museums, law courts, cinemas, music and concert halls, bingo and dance halls, swimming baths or skating rinks, without the prior permission of the Local Planning Authority.

**REASON:**

To safeguard the vitality and viability of the town centre where such uses would be more appropriately located.

**Employment**

**CONDITION 51:**

No individual B8 employment unit shall exceed 5000m<sup>2</sup> (GEA) and at no time shall any of the units be amalgamated to create larger units nor shall any mezzanine floors be constructed within any of the units.

**REASON:**

To ensure that a range of B8 units of a suitable size are provided in order to maintain a vibrant and mixed local economy.

**CONDITION 52:**

Any proposals for B1a (office) development which exceeds 2500m<sup>2</sup> (GEA) shall be accompanied by an assessment of the impact of that unit upon committed and planned investment in town centre uses and the vitality and viability of the town centre.

**REASON:**

To ensure all proposals for B1a (office) development outside the town centre is reasonably justified.

**Water Environment**

**CONDITION 53:**

The development hereby permitted shall only be carried out substantially in accordance with the approved Flood Risk Assessment (FRA), dated February 2011, Ref:22121A/023, undertaken by Peter Brett Associates LLP and the following mitigation measures detailed within the FRA:

- Paragraph 2.4.4/6.6 – Limiting the surface water run-off for each phase to the greenfield run-off rate.
- Paragraph 6.6 – Provision of surface water attenuation on each site to a 1:100 year storm plus 30% (for climate change) as proposed on drawing number 60051619/007 Rev P1.
- Paragraph 6.2 – Provision of flood plain storage compensation for proposed access roads into the development site within the floodplain (two A5 accesses and the link road) as detailed on drawing numbers 22121/002/116, 115, 113A, 111A, 106B, 105B and 103B.
- Paragraph 6.3.3 – As part of the link road provision of T-shaped flow control structure (flume) within the Clifton Brook to hold flows and increase flood storage upstream of the link road.
- Paragraph 2.4.4/6.1 – Finished floor levels are set a minimum of 600mm above the 1:100 year plus 20% (for climate change) flood level, applicable at each phase, and as stated in the Rugby Borough Council Strategic Flood Risk Assessment (SFRA).
- Paragraph 6.3 – No development or raising of ground levels within the flood plain with the exception of the proposed access roads/bridge crossings into the development site.
- Paragraph 6.3.1/6.3.2 – Soffit level of bridges (road accesses from A5 and link road) to be set 600mm above 1:100 year flood level applicable at crossing sites (as agreed with the Environment Agency).
- Paragraph 2.4.4 – A minimum of 8m wide buffer zone should be left undeveloped adjacent to the main river channel.

**REASON:**

To ensure the following:

- prevent flooding by ensuring the satisfactory storage/disposal of surface water from the site.
- prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided.
- ensure the structural integrity of proposed flood risk management structures thereby reducing the risk of flooding.
- reduce the risk of flooding to the proposed development and future occupants.
- reduce the risk of flooding from blockages of proposed bridge structures.
- enable future maintenance of the watercourse.

**CONDITION 54:**

Concurrent with the submission of reserved matters applications that include access crossings of the Clifton Brook comprising the access bridges on the two road connections to the A5 and the Link Road, full details of the design and maintenance of these crossings shall be submitted to and approved in writing by the Local Planning Authority. The submitted schemes for these crossings shall include full details of associated surface water drainage and attenuation for the access roads (the road areas connecting the bridge structures to the development and existing road network) and flood plain compensation as indicated on the drawings in the Flood Risk Assessments contained in the Environmental Statement, March 2011 and Environmental Statement Addendum, August 2013. The details shall also include the removal of all existing redundant structures within the Clifton Brook as part of the above works. The floodplain compensation works shall be carried out and completed prior to the commencement of construction of the road connections and bridge structures, or within any other period as may be agreed, in writing, by the Local Planning Authority in consultation with the Environment Agency.

**REASON:**

To ensure that the following are taken into account in the interests of flood prevention:

- Clifton Brook is a designated "main river" of the Environment Agency.

- To prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided.
- To ensure the structural integrity of flood risk management structures thereby reducing the risk of flooding.
- To reduce the risk of flooding to the proposed development and future occupants
- To reduce the risk of flooding from blockages of proposed bridge structures.
- To enable future maintenance of the watercourse.

**CONDITION 55:**

The Link Road crossing (Flume) of the Clifton Brook shall be constructed prior to the link road embankment at Butlers Leap.

**REASON:**

To reduce the risk of flooding during the course of development of the site.

**CONDITION 56:**

Prior to the construction of any foundations involving piling or other penetrative methods, full details of the design and specifications, together with information to demonstrate that there would be no resultant unacceptable risk to ground water, shall be submitted to and approved in writing by the Local Planning Authority. Such foundations shall thereafter only be carried out in full accordance with the approved details.

**REASON:**

To ensure the continued protection of controlled waters.

**CONDITION 57:**

Applications for the approval of reserved matters submitted in respect of any bridges on site shall be in accordance with the following details:

- all bridges shall be clear spanning structures with the abutments set back from the watercourse on both banks to provide a bank width of 8m beneath the bridge to allow natural processes to continue
- bridges shall be a minimum of 2m from the bank top of the watercourse to provide an unobstructed corridor to allow the movement of Otters and other animals
- bank revetments shall be kept to an absolute minimum and wherever possible erosion protection shall be set back from the river bank

Thereafter the bridges shall be constructed in accordance with the approved details.

**REASON:**

The use of clear-spanning bridges will maintain the river corridor and allow the movement of both the river and associated wildlife.

**CONDITION 58:**

Prior to occupation of 1000 dwellings and further to Condition 6b, full details of the Ecological Park including the Oxford Canal Meadows Local Wildlife Site enhancement together with full planting details, full details of any associated pedestrian and cycle routes and a timetable for delivery, management, maintenance and public access proposals, shall be submitted to and approved in writing by the Local Planning Authority. The works shall be implemented in accordance with the approved details.

**REASON:**

To ensure the details of the development are satisfactory to the Local Planning Authority in the interests of biodiversity and ecological enhancement.

**CONDITION 59:**

Prior to occupation of 1500 dwellings and further to Condition 6b, full details of the A5 Meadow Local Wildlife Site and adjacent grassland (Clifton Meadows) and Curlew wetland habitats enhancement as required by the Environmental Statement (2011) including full planting details, full details of any associated pedestrian and cycle routes, educational resources and interpretation, and a timetable for delivery, management, maintenance, and public access proposals, shall be submitted to and approved by the Local Planning Authority. The works shall be implemented in accordance with the approved details.

**REASON:**

To ensure the details of the development are satisfactory to the Local Planning Authority in the interests of biodiversity and ecological enhancement.

**CONDITION 60:**

Notwithstanding any indication given in the Green Infrastructure Strategy and further to Condition 6b, prior to the submission of any reserved matters applications in respect of any access crossing the Clifton Brook, full details of the Clifton Brook (Local Wildlife Site) re-alignment and enhancement proposals, including timetable for delivery and management and maintenance proposals, shall be submitted to and approved in writing by the Local Planning Authority. The works shall be implemented in accordance with the approved details prior to the commencement of works on any access crossings of the Clifton Brook.

**REASON:**

To ensure that the details of the proposals are acceptable to the Local Planning Authority in order to secure the ecological and morphological improvement of the watercourse.

**CONDITION 61:**

Prior to the commencement of development of works on or within 8m of the Clifton Brook, a working method statement to cover all such works shall be submitted to and agreed in writing by the Local Planning Authority in consultation with the Environment Agency. Thereafter the development shall be carried out in accordance with the approved designs and method statement, and any subsequent amendments shall be agreed in writing with the Local Planning Authority in consultation with the Environment Agency. The working method statement shall include details of the following:

- Time programme for the works
- Methods used for all channel and bank-side/water margin works
- Machinery to be used
- Location and storage of plant, materials and fuel
- Access routes to the works and access to the banks of the watercourse
- Method of protection of areas of ecological sensitivity and importance
- Site supervision
- Location of site office, compounds and welfare facilities

**REASON:**

To protect and retain the integrity of the existing water course and its immediate environs.

**Canal Corridor / Link Road**

**CONDITION 62:**

Before construction of the link road commences, full details of the design, appearance, materials and means of construction of the link road bridge over the Oxford Canal including the embankments required to carry the road on either side, landscaping, acoustic barriers, drainage and lighting shall be submitted to and approved in writing

by the Local Planning Authority. The bridge shall thereafter be implemented in accordance with the details so approved.

**REASON:**

To minimise any impact on the canal and to ensure that the details are acceptable to the Local Planning Authority.

**CONDITION 63:**

Prior to the approval of any reserved matters application for the link road, a fully detailed landscape scheme for the link road corridor including structural woodland planting, planting plans noting species, plant sizes, numbers and density, allotment design, associated land drainage and a programme for implementation together with details of future management and maintenance shall be submitted to and approved by the Local Planning Authority before the construction of the link road commences. The approved scheme shall be implemented in accordance with the approved programme for implementation and each phase shall be properly maintained for ten years following implementation with any plant failures being replaced during the following planting season.

**REASON:**

In the interests of the visual amenities of the locality.

**CONDITION 64:**

Concurrent with any reserved matters application for the Link Road, full details of the surface water drainage and attenuation (including pollution protection and the location and capacity of ponds/swales) embankments, floodplain storage compensation (as indicated on the drawings in the Flood Risk Assessments contained in the Environmental Statement, March 2011 and Environmental Statement Addendum, August 2013), landscape works, acoustic barriers and lighting, shall be submitted to and approved in writing by the Local Planning Authority. The floodplain compensation works shall be carried out and completed prior to the commencement of construction of the Link Road, or within any other period as may be agreed, in writing, by the Local Planning Authority in consultation with the Environment Agency.

**REASON:**

To ensure that the details of the development are acceptable to the Local Planning Authority in the interests of the amenities of the locality and that the following are taken into account in the interests of flood prevention:

- Clifton Brook is a designated "main river" of the Environment Agency.
- To prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided.
- To ensure the structural integrity of flood risk management structures thereby reducing the risk of flooding.
- To reduce the risk of flooding to the proposed development and future occupants.
- To reduce the risk of flooding from blockages of proposed bridge structures.
- To enable future maintenance of the watercourse.

**Other**

**CONDITION 65:**

Prior to the submission of a reserved matters application for residential development within those parts of the site identified in the Environmental Statement Addendum 2013 as falling within noise exposure categories (NEC) B, C and D, a noise survey shall be carried out in accordance with the NPPF and associated acoustic guidance including but not limited to BS8233 or subsequent revision or re-enactment and submitted to the relevant Local Planning Authority. Thereafter residential reserved matters applications covering those parts of the site shall include details of the mitigation requirements to protect those proposed dwellings in accordance with the findings of the noise survey. Any works that form part of the approved scheme shall be completed before any relevant dwelling is occupied unless the approved scheme proposes otherwise.

**REASON:**

In the interests of the amenities of the occupiers of the proposed development.

**CONDITION 66:**

No construction work, including the delivery of materials, shall be carried out on the site except between the hours of 07:30 – 19:00 Monday to Friday and 08:30 to 13:00 Saturday, and at no time on Sunday or Bank Holidays. No piling works or power floating shall be carried out except between the hours of 08:30 – 17:30 Monday – Friday and 09:00 – 13:00 on Saturdays.

**REASON:**

In the interests of the amenities of the locality.

**CONDITION 67:**

Construction noise levels when measured at a noise sensitive receptor shall not exceed Leq, 12 hours 75 dB(A) wherever practicable. Where this is not practicable, prior approval via the Section 61 process under the provisions of the Control of Pollution Act 1974 should be sought. Works shall only be carried on outside the permitted hours referred to in Condition 66 above in the case of pre-planned railway possessions or highway works with the prior written approval of the Local Planning Authority or in emergency situations.

**REASON:**

In the interests of the amenities of the locality.

**CONDITION 68:**

No noise generating plant including mechanical ventilation, refrigeration/air conditioning, refuse compacting/bailing plant shall be installed in any part of the development until full details have been submitted to and approved in writing by the Local Planning Authority. All noise generating plant shall be selected to operate 10dB below the existing back ground noise level. In those instances where selected plant cannot operate within this requirement, a full assessment and proposed mitigation shall be submitted to and approved in writing by the Local Planning Authority. The plant shall be constructed, installed, operated and maintained in accordance with the details approved.

**REASON:**

In the interests of the amenities of the locality and the occupiers of the proposed development.

**CONDITION 69:**

Prior to the construction of the link road, full details and specification of the low road noise surface to be incorporated in its construction together with full details of the acoustic noise barriers to be erected as indicated on the drawing in appendix J6 of the Environmental Statement Addendum, August 2013, shall be submitted to and approved in writing by the Local Planning Authority. The low road noise surface shall be maintained as approved, or to an equivalent specification, throughout the lifetime of the link road. The noise barriers shall be erected prior to the link road being brought into use by vehicular traffic and, with the exception of the temporary barrier to the east of Hillmorton Locks, shall thereafter be retained and maintained as approved, or replaced to an equivalent specification, throughout the lifetime of the link road. The temporary barrier shall be removed at an agreed date on completion of development in the area to the north-east of Hillmorton Locks and with the written agreement of the Local Planning Authority.

**REASON**

To mitigate any potential noise nuisance in the interests of the amenities of the locality.

**CONDITION 70:**

If during development contamination not previously identified is found to be present at the site, then no further work within the relevant Key Phase area or area advanced outside a Key Phase, shall be carried out until the developer has submitted for the written approval of the Local Planning Authority, a method statement detailing a scheme for dealing with the contamination. The development shall not thereafter be carried out other than in complete accordance with the approved method statement.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority in the interests of safeguarding controlled waters and human health.

**CONDITION 71:**

The details required to be submitted in accordance with Condition 15 vi shall, where relevant, include a plan indicating the number, siting, size, type and tenure of the affordable housing distributed across the reserved matters area to which it relates.

**REASON:**

To ensure an appropriate mix and distribution of affordable housing within the development.

**CONDITION 72:**

The strategic informal open space required to be delivered in accordance with Condition 12(f) shall include details of that part of the existing orchard on Crick Road (Dollman's Farm) to be retained and full details of proposed orchards and allotments including access, hardstandings, parking, landscaping, boundary treatment, water supply and any buildings.

**REASON:**

To secure the implementation of elements comprised in the green infrastructure strategy.

**CONDITION 73:**

Notwithstanding any indication given on the Green Infrastructure parameter plan, additional woodland planting shall be provided to the north-west side of Hillmorton Locks in accordance with details to be submitted to and approved in writing by the Local Planning Authority concurrently with the advanced planting information required to be submitted in accordance with Condition 6a.

**REASON:**

To ensure the satisfactory mitigation of the impact of the development on the Hillmorton Locks Conservation Area.

**CONDITION 74:**

Prior to commencement of highway access works on the A5 and the A428 which will result in the loss of the existing boundary hedgerows, a scheme of replacement landscaping/planting shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be fully implemented no later than the first planting season following the construction of the access to which it relates and thereafter shall be properly maintained for ten years following implementation during which any failures shall be replaced.

**REASON:**

In the interests of visual amenity and biodiversity.

**CONDITION 75:**

In connection with Condition 15 xix any remaining existing steel palisade fencing and any other security fencing along the site boundaries and within the site outside approved reserved matters areas shall be dismantled and removed in accordance with a programme to be submitted to and approved in writing by the Local Planning Authority prior to the occupation of 5,000 units

**REASON:**

To ensure the details of development are acceptable to the Local Planning Authority in the interests of the visual amenities of the locality.

**CONDITION 76:**

Within the District Centre, a site/accommodation shall be identified sufficient to provide a Police Safer Neighbourhood Team office in accordance with details to be submitted to and approved in writing by the Local

Planning Authority prior to or concurrently with the submission of the Framework Requirements under Condition 11 in relation to the proposed District Centre.

**REASON:**

In the interests of promoting safer neighbourhoods and crime prevention.

**CONDITION 77:**

The accommodation for car parking, motor cycle and cycle parking and loading and unloading of vehicles required by Condition 15 shall be provided before the development to which it relates is occupied or brought into use and shall be retained permanently for the accommodation of vehicles and cycles of persons residing in or calling at the properties/premises and shall not be used for any other purpose.

**REASON:**

In the interests of public and highway safety.

**CONDITION 78:**

All landscape works approved under Conditions 8, 11b)ii, 12(b), 12(f), 12(g), 14, 15, 58, 59, 60, 63, 72 and 73 shall be implemented in accordance with the approved details which shall include full planting schedule specifying species, location, number, density, height and eventual spread and location of grass turfing or seeding, the depth of top soil where necessary, the timing of implementation and future management and maintenance details. The landscape works shall be permanently retained and managed in accordance with the submitted details. In the event that any trees or plants which within a period of 10 years from their planting die, are removed or become diseased, they shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

**REASON:**

In the interests of the visual amenities of the locality.

**CONDITION 79:**

No part of the development shall be occupied or brought into use until the roads/footways and cycleways serving that part of the development have been laid out and completed in accordance with approved details.

**REASON:**

To ensure the details of the development are acceptable to the Local Planning Authority in the interests of providing a safe means of access to the development.

**CONDITION 80:**

Prior to the occupation of 1,500 dwellings, full details of the proposed Curlew mitigation as referred to in the submitted Environmental Statement comprising the provision of wetland scrape habitat shall be submitted to and approved in writing by the Local Planning Authority. The works shall be fully implemented thereafter in accordance with the approved details details to be submitted to and approved in writing by the Local Planning Authority prior to permitting any public access in the A5 Meadow Local Wildlife Site and adjacent grassland (Clifton Meadows)

**REASON:**

To ensure the provision of satisfactory provision of mitigating habitat.

**CONDITION 81:**

The development hereby permitted shall not be commenced in respect of any of the parcels of land shown edged red on Plan A until all parties with any legal or equitable interest in that parcel have entered into a deed of planning obligation under Section 106 of the Town & Country Planning Act 1990 in the form of the Supplemental Deed at Annex H of the Section 106 Agreement which has been entered into at the same time as this permission binding that parcel to the provisions of that Section 106 Agreement subject to such minor amendments or variations as may be agreed by the Local Planning Authority.



**REASON:**

To ensure that this complex and strategically important site can be developed in a way which ensures appropriate mitigation measures.

**INFORMATIVES:**

**INFORMATIVE A:**

In addition to the plans and documents as approved and set out in Condition 5 above, the development shall also relate to the supporting documents referred to below:

- Supporting Drawings
  - RRS007/10/A, dated August 2013 – Illustrative Masterplan
  - 4435S:SUE Ecological Mitigation Plan
  - 110041/PD/64 Rev C, dated 07.08.2013 – SUE Site Access Overview
  - RRS/1/D/169C, dated 13.06.13 – Link Road Landscape Proposals
  - RRS/1/D/159A, dated 09.04.13 – Link Road Cross Section AA
  - RRS/1/D/160A, dated 10.04.13 – Link Road Section BB
  - RRS/1/D/173, dated 10/04/13 – Link Road Sections CC, DD, EE
  - RRS/1/D/174, dated 26/06/13 – Link Road Sections FF, GG, HH
  - RRS/1/D/175, dated 26/06/13 – Link Road Sections II, JJ, KK
  - RRS/1/D/176, dated 26/06/13 – Link Road Cross Sections LL, MM
  
- Supporting Statements
  - Affordable Housing Statement, August 2013 (Savills)
  - Delivery Management Statement, August 2013 (David Lock Associates)
  - Green Infrastructure Strategy, August 2013 (Roger Griffiths Associates)
  - Planning Statement, August 2013 (David Lock Associates)
  - Local Economic Development Strategy, August 2013 (David Lock Associates)
  - Minerals Statement, August 2013 (David Lock Associates/Savills)
  - Planning Obligations Statement and Heads of Terms, August 2013 (David Lock Associates)
  - Outline Conservation Plan, August 2013 (David Lock Associates/CgMs)
  - Retail Impact Assessment, August 2013, ref.02984/09/PW/JeH (Nathaniel Lichfield & Partners) including appendix 1 "Report on District and Local Centres", July 2013 (David Lock Associates)
  - Biodiversity Strategy, August 2013 (David Lock Associates/Ecology Solutions)
  - Statement of Community Engagement, August 2013 (Camargue)
  - Energy Strategy for Outline Planning Application, August 2013, Doc Ref: R1/rev 6 (Peter Brett Associates)
  - Outline Planning Application Waste Strategy for Rugby Sustainable Urban Extension, August 2013, Doc Ref: R1/rev 6 (Peter Brett Associates)
  - Open Space Supporting Statement, August 2013 (David Lock Associates)
  
- Environmental Statement, March 2011, as revised and supplemented by the Environmental Statement Addendum, August 2013, (including replacement Transport Assessment and Flood Risk Assessment) comprising:
  - March 2011
    - Part 1: Non-Technical Summary
    - Part 2: Technical Assessment
    - Part 3: Technical Appendices Volumes 1, 2 and 3 (including the additional information submitted in May/June 2011 to complete appendices D1, F5 and G1)
  
  - August 2013 Addendum
    - Volume 1: Non-Technical Summary
    - Volume 2: Technical Assessments

- o Volume 3: Technical Appendices and Figures (Binder 1: Appendices A1 to C3, Binder 2: Appendix D1-part, Binder 3: Appendices D1-part to E1-part and Binder 4: Appendices E1-part to N1)
- o The following revised and additional drawings and document:  
 110041/PD/33 Rev D, dated 9.12.13 – A426 Brownover Roundabout Possible Signalised Layout  
 110041/PD/39 Rev D, dated 10.12.13 – Boughton Road/Crow Thorns Potential Signalised Junction  
 110041/PD/40 Rev D, dated 13.11.2013 – Ashlawn Road/Hillmorton Road Junction Possible Signalised Layout (together with Swept Path drawings nos. 40.1 Rev D, 40.2 Rev D, 40.3 Rev D, 40.4 Rev D and 40.5 Rev D)  
 110041/PD/46 Rev D, dated 9.12.2013 - Hillmorton Lane/The Kent Proposed Highway Layout  
 110041/PD/58 Rev A, dated 13.12.2013 – A428 Corridor Improvements Site Wide Travel Plan, December 2013 (Vectos)

## INFORMATIVE B:

Design Guides / Codes for each key phase of development shall include the following where relevant:

- A key plan establishing the framework for development within the Key Phase including layout rules regarding the position of key streets; green infrastructure; important spaces; disposition of development parcels and block structure;
- Instructions for using the Design Guide / Code;
- Review of the geographic, planning and design context for the Key Phase, including the relationship to other Key Phases;
- Spatial design information for the following topics:
  - Green Infrastructure: to establish design and distribution of key spaces, landscape features, formal and natural play areas, pocket parks, wildlife corridors, and other public realm and amenity space, following the principles in the Design & Access Statement and Green Infrastructure Strategy that accompanied the outline planning application;
  - Access and Movement framework including access points, street hierarchy, street design (including street sections and critical dimensions), surface finishes, street furniture and lighting, and guidance and coding information for public transport, walking and cycling routes.
  - Built form design coding for all land uses (residential, employment / commercial and community uses) to include building form, scale and design including heights, massing, key groupings, frontages, set backs and boundary treatments;
  - Residential built form design coding to specifically include residential layout principles, private amenity space, key groupings, residential character areas, illustrative groupings, residential plot details including dwelling typologies, parking typologies, boundary typologies.
- Detail design and placemaking considerations including: architectural principles for built form, material palettes for built form, public realm material palettes (including streetscape materials, street furniture, lighting and planting palettes);
- Opportunities for public art and heritage considerations;
- Technical details including parking standards (cars and cycles), utilities accommodation, accommodation of refuse, and water management (drainage and SuDS);
- Indicative development sequencing with regard to the provision of community facilities;

### INFORMATIVE C:

The applicant / developer is advised that the above Conditions Nos. 5 (in part), 21, 22, 23, 24, 26 and 27 are imposed in accordance with a Direction of the Highways Agency.

### INFORMATIVE D:

Warwickshire County Council Highway Authority advises as follows:

- Pursuant to Section 149 and 151 of the Highways Act 1980, the applicant/developer must take all necessary action to ensure that mud or other extraneous material is not carried out of the site and deposited on the public highway. Should such deposits occur, it is the applicant's/developer's responsibility to ensure that all reasonable steps (e.g. street sweeping) are taken to maintain the roads in the vicinity of the site to a satisfactory level of cleanliness.
- Condition numbers 28 – 38 require works to be carried out within the limits of the public highway. The applicant/developer must enter into a Highway Works Agreement made under the provisions of Section 278 of the Highways Act 1980 for the purposes of completing the works. The applicant/developer should note that feasibility drawings of works to be carried out within the limits of the public highway which may be approved by the grant of this planning permission should not be construed as drawings approved by the Highway Authority, but they should be considered as drawings indicating the principles of the works on which more detailed drawings shall be based for the purposes of completing an agreement under Section 278.

An application to enter into a Section 278 Highway Works Agreement should be made to the Planning & Development Group, Communities Group, Warwickshire County Council, Shire Hall, Warwick, CV34 4SX.

In accordance with the Traffic Management Act 2004 it is necessary for all works in the Highway to be noticed and carried out in accordance with the requirements of the New Roads and Streetworks Act 1991 and all relevant Codes of Practice. Before commencing any highway works the applicant/developer must familiarise themselves with the notice requirements, failure to do so could lead to prosecution.

Applications should be made to the Street Works Manager, Budbrooke Depot, Old Budbrooke Road, Warwick, CV35-7DP. For works lasting ten days or less ten days' notice will be required. For works lasting longer than 10 days, three months' notice will be required.

- Full details of the link road bridge structure over the Oxford Canal including loading requirements will be agreed with the Highway Authority during the detailed design process as part of the S278 agreement to deliver the works.

### INFORMATIVE E:

- Warwickshire County Council's Rights of Way Team should be contacted at an early stage should it be intended that any of the proposed strategic new footpath routes and connections across the site are to be dedicated as public rights of way maintainable at public expense, tel. 01926 412643, email: elainebettger@warwickshire.gov.uk

### INFORMATIVE F:

The Environment Agency advises as follows:

Sustainable Urban Drainage (SUDs)

- use of geo-cellular storage tanks will not be acceptable and should not be promoted

- any perceived safety hazards in respect of above ground SUDs should be designed out or managed
- surface waters should be discharged to watercourses as close as possible to their source. Use should be made of the existing ditch network rather than conveying flows directly to the Clifton Brook. Outfalls should be kept to the minimum necessary, be as natural structures as possible and should be combined to reduce the overall loss of habitat associated with outfall headwall structures. Discharges to watercourses should be via set back outfalls, discharging to an open ditch, prior to entering the receiving watercourse, in order to minimise harm to the environment and maximise bankside habitat.

#### Groundwater and Contaminated Land

- further ground investigation should follow the risk management framework provided in CLR 11 Model Procedures for the Management of Land Contamination (2004) and the Agency's Guiding Principles for Land Contamination (GPLC) documents 2010 which set out the information required in order to assess the risks to controlled waters.

#### Foul Drainage

- there should be continual discussions between the developer and Severn Trent Water to enable the timing of infrastructure (sewer network, sewage treatment works etc.) improvements and development to coincide. Any new sewerage infrastructure will not be allowed to contain storm overflows (CSO's or EO's) and the surface and foul elements should be separated. There must be no increase in discharge quantity or deterioration in discharge quality from existing storm overflows (combined storm overflows upstream or downstream of any new development).
- if a new Consent to Discharge is required for the additional flow from the development, this should be discussed with Severn Trent Water and the Agency at the earliest opportunity. Any increase in flow which would lead to a new Consent to Discharge may also result in tighter limits for determinants on that Consent in order to prevent deterioration to the receiving water from the additional flows.
- there is a Consent to Discharge which still appears to be live for treated sewage effluent from Radio Station Buildings A & C (S/10/05823/S). This is for treated sewage effluent from the buildings to a tributary of the Clifton Brook via a private package sewage treatment plant. This should not be utilised for this development, particularly during the construction phase to discharge any foul effluent from the development. Ideally this Consent to Discharge should be revoked by the Consent holder.

#### Waste

- recommendations and actions identified in the Construction and Operation Waste Management Waste Strategy and Pre-Construction Site Waste Management Plan should be taken forward to the detailed design stage.
- proposals to recover, re-use and recycle items of waste during the construction phase should be discussed with the Agency at an early stage to ensure that this is included in the design process and make certain that any waste legislation is complied with, such as the Environmental Permitting (England and Wales) Regulations 2010 and the duty of care.

#### Water Supply

- water supply via the Oxford Canal will require the Canal and River Trust (formerly British Waterways) to hold an abstraction licence. This will need to be discussed with the Agency and the Canal and River Trust at the earliest opportunity.

#### INFORMATIVE G:

The Canal and River Trust advises as follows:

- the link road bridge crossing of the Oxford Canal will require the formal consent of the Canal and River Trust and the detailed design will need to conform to requirements to ensure that adequate clearance is provided for navigation and use of the canal towpath. The Trust's Estates Team at the Milton Keynes office should be contacted for further advice regarding obtaining consent for a bridge crossing and the Works Engineer for further advice regarding the Trust's bridge design requirements, tel. 01908 302500.

- discharge of surface water from the link road to the canal will require the consent of the Canal and River Trust. Such consent will be subject to further assessment by the Trust and if granted will be subject to completion of a commercial agreement. The Trust's Utilities Team at the Hatton office should be contacted for further advice, tel. 01926 626100.

#### INFORMATIVE H:

Western Power Distribution (WPD) advises:

- WPD has Network within the site and requires 24 hour access to it. Contact the General Enquiries Line for any queries on 0800 096 3080. Copies of Network records can be obtained from Aim Bureau Services, tel. 02476 186502 or at <http://eon-uk.com/distribution/networkplans.aspx> for which a charge may be made.
- for new developments, diversions and ground works contact WPD.CAT Team at Toll End Road, Tipton, DY4 0HH or tel. 08450 727270. For advice and support on locating WPD equipment and safe working around Network, contact Cable Safe on 0800 015 0927 or see <http://eon-uk.com/distribution/safety.aspx> for more information.
- there is an electricity substation within the development which is a potential source of noise. The developer should adopt measures to ensure that acceptable noise levels are maintained.
- any alteration, building or ground works proposed in the vicinity of WPD Network that may or may not directly affect cables must be notified in detail to WPD. Diversion works can potentially take a considerable amount of time. For further information contact the Customer Works Team, Western Power Distribution, Pegasus Business Park, Castle Donnington, Derbyshire, DE74 2TU or email [customerworks@central-networks.co.uk](mailto:customerworks@central-networks.co.uk)

#### INFORMATIVE I:

Network Rail advises:

- the development should not impact on Network Rail points of access or ability to respond to incidents with existing accesses maintained and left as they are. The Operational Property Team should be contacted to discuss issues of access as there are three access points in the area, contact [OperationalPropertyLNW@networkrail.co.uk](mailto:OperationalPropertyLNW@networkrail.co.uk). All roads, paths or ways providing access to any part of the railway undertaker's land both temporary and permanent, should be kept open at all times (24/7, 365 – around the clock) during and after development – this includes emergency vehicles ability to access and exit Network Rail land.
- a method statement and risk assessment should be submitted to Network Rail's Asset Protection Engineer for approval before works start on site to ensure that the construction and subsequent maintenance of the proposals can be carried out without adversely affecting the safety, operational needs or integrity of the railway.
- development adjacent to the Network Rail land should include a suitable trespass proof steel palisade fence of at least 1.8m in height along the boundary with provision for future maintenance and renewal without encroachment upon or over-sailing of Network Rail land. Network Rail's existing fencing/wall must not be removed or damaged and at no point either during construction or after works are completed on site should the foundations of the fencing or wall or any embankment therein be damaged, undermined or compromised in any way. Any vegetation on Network Rail land and within Network Rail's boundary must not be disturbed and any fencing installed by the developer must not prevent Network Rail from maintaining its own fencing/boundary treatment. Network Rail's Asset Protection Engineer will need to review any fencing to ensure that no works to the foundations undermine or destabilise Network Rail land, or encroach on Network Rail land.
- any works close to the Network Rail boundary and any excavation works are covered by the Party Wall act 1996. Should any foundations, any excavations or any part of buildings encroach onto Network Rail land, the developer will need to serve notice on Network Rail and be liable for costs. The developer cannot access Network Rail land without permission (via the Asset Protection Team) and in addition to any costs under the Party Wall act, the developer would also be liable for all Network Rail site supervision costs whilst works are undertaken. No works in these circumstances are to commence without the approval of the Network Rail Asset Protection Engineer.

- the development both during construction and operation should not affect the safety, operation or integrity of the operational railway, Network Rail land and its infrastructure or undermine or damage or adversely affect any railway land and structures. There must be no physical encroachment onto Network Rail land, no over-sailing into Network Rail air-space and no encroachment of foundations onto Network Rail land and soil. Any future maintenance must be conducted solely within the applicant's land ownership. Should access to Network Rail land be required to facilitate the proposals, the Network Rail Asset Protection Team should be contacted at least 20 weeks before works are due to commence on site. The developer will be liable for all costs incurred in facilitating the proposal and an asset protection agreement may be necessary to undertake the works. Network Rail reserves the right to refuse any works by a third party that may adversely impact its land and infrastructure. Any unauthorised access to Network Rail air-space or land will be deemed an act of trespass.
- any scaffold which is to be constructed within 10m of the Network Rail/railway boundary fence must be erected in such a manner that at no time will any poles over-sail the railway and protective netting around such scaffold must be installed. When scaffold is erected for construction or maintenance works, should it topple over in the direction of the railway there must be at least a 3m failsafe zone between the maximum height of the pole(s) and the railway boundary.
- details of the use of any vibro-compaction machinery/piling machinery or piling and ground treatment works and a method statement should be submitted for the approval of the Network Rail Asset Protection Engineer
- all surface water should be directed away from the railway. Soakaways as a means of storm/surface water disposal must not be constructed near/within 20m of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property
- any excavations, earthworks or alteration of levels should not impact upon the support zone of Network Rail land and infrastructure
- the developer should ensure that there is a minimum 2m gap between any buildings and structures on the site and Network Rail boundary fencing
- Network Rail request that no trees are planted next to the boundary with their land and the operational railway. Only evergreen shrubs should be planted at a minimum distance from the Network Rail boundary that is equal to their expected mature growth height

#### **INFORMATIVE J:**

Rugby Borough Council – Environmental Services advise:

- in accordance with supporting information contained in the application, all contractors should be required to sign up to the Considerate Contractors Scheme and a Community Liaison Group with representatives from the local community and interested bodies set up as a forum to review construction progress. Newsletters should also be produced at regular intervals for distribution into the local community via the Liaison Group and be made available online. These steps are considered imperative to keep the local community updated and engaged with the entirety of the development and for any complaints to be dealt with swiftly.
- during the detailed design of areas that includes the construction of NEAPS (neighbourhood equipped areas of play) and LEAPS (local equipped areas of play), the developer should be mindful of separation distances between proposed facilities and boundaries of residential properties contained in the National Playing Fields "Six Acre Standard". It is recommended that if any of the proposed NEAPs or LEAPS incorporate a multi-use games area (MUGA) the developer liaises with both the Council's Environmental Protection Team (in respect of potential noise and anti-social behaviour) and the Play Development Officer (in respect of the suitability of the design).
- compliance with planning conditions does not necessarily prevent action from being taken by the Local Authority or members of the public to secure the abatement, restriction or prohibition of statutory nuisances actionable under the Environmental Protection act 1990 or any other statutory provisions.

- any proposed use of a concrete crusher and/or a cement batching plant on the site will require a permit to operate from the Borough Council's Environmental Services – contact the Public Health & Licensing Team on 01788 533882.
- in connection with the retention and re-use of C and A Stations, it is recommended that an asbestos survey of the buildings is carried out to ensure that they are suitable for the proposed end use.
- in order to achieve the required noise reduction, the acoustic noise barriers serving the link road should provide a higher end Category B2 as defined in BS En 1793 (1993): Road traffic noise reducing devices Part 2: "Intrinsic Characters of Airborne Sound Insulation". Category B2 requires an airborne sound insulation (DLR) of 15 – 24 dB(A) in laboratory conditions.

**INFORMATIVE K:**

The applicant developer is advised that with regard to Condition 11a) the Design Code/Guide should have regard to the Life Time Homes Standards

**INFORMATIVE L:**

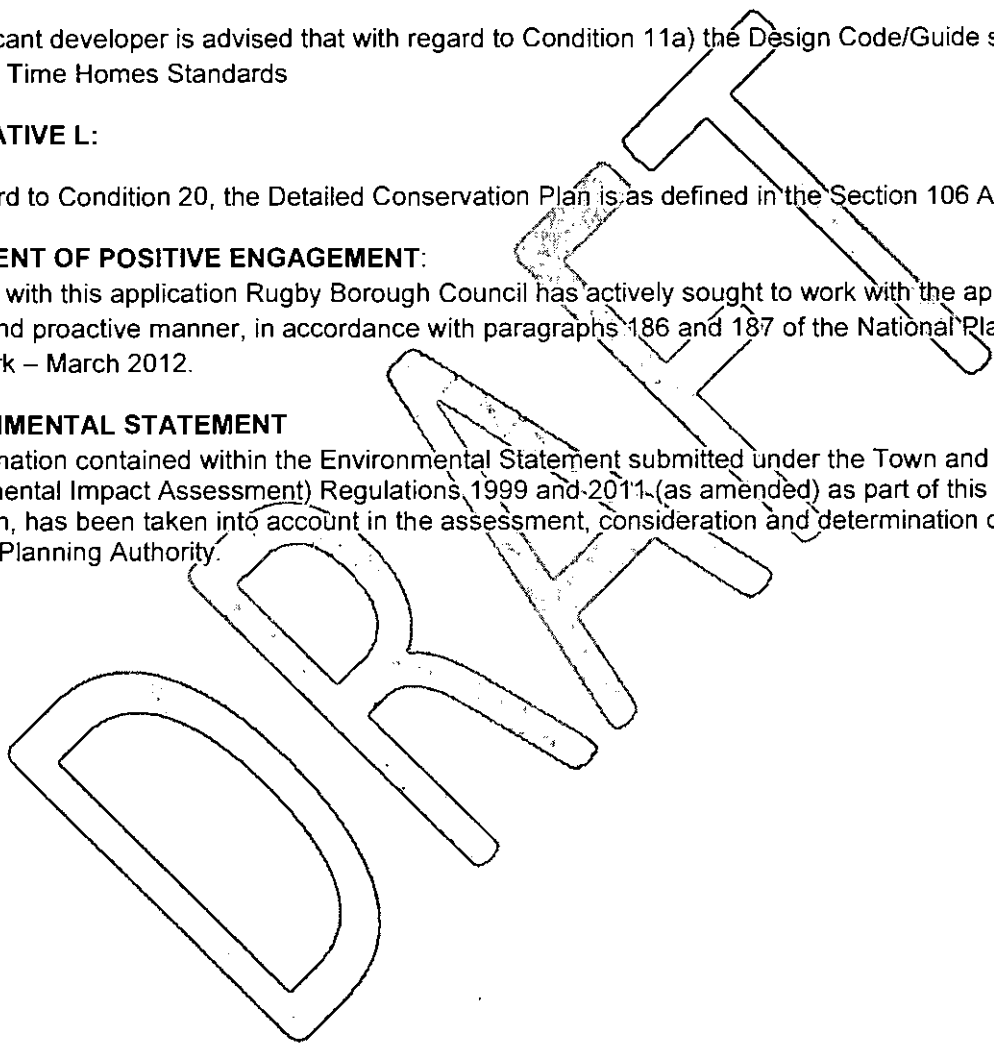
With regard to Condition 20, the Detailed Conservation Plan is as defined in the Section 106 Agreement.

**STATEMENT OF POSITIVE ENGAGEMENT:**

In dealing with this application Rugby Borough Council has actively sought to work with the applicants in a positive and proactive manner, in accordance with paragraphs 186 and 187 of the National Planning Policy Framework – March 2012.

**ENVIRONMENTAL STATEMENT**

The information contained within the Environmental Statement submitted under the Town and Country Planning (Environmental Impact Assessment) Regulations 1999 and 2011 (as amended) as part of this planning application, has been taken into account in the assessment, consideration and determination of the application by the Local Planning Authority.



PLANNING DEPARTMENT,  
TOWN HALL,  
EVREUX WAY,  
RUGBY,  
CV21 2RR

**ANNA E. ROSE** Head of Planning and Culture

DATE:

## NOTES

### Other Legislation

This decision does not grant any right or approval under other legislation. You will have to apply separately for Building Regulations approval and for consent to undertake works, or place scaffolds, hoardings or skips within the highway.

### Important Information Regarding Conditions

Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority.

If conditions are imposed on this decision notice and a formal discharge of the said conditions is required, each request will be charged as follows; Extensions and improvements of a dwelling house, or development within its curtilage, including walls, fences and other means of enclosure - £25.00, any other development - £85.00

The fee will be refundable if written confirmation from the Local Planning Authority is not received within 12 weeks of the date of receipt.

### Appeals to the Secretary of State

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities & Local Government under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal against a decision to refuse planning permission for a householder application, you must do so using a Householder Planning Appeal Form within 12 weeks of the date of this notice, in all other cases you must do so within six months of the date of this notice, using a Planning Appeal Form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN Tel: 0117 372 6372 or online at <http://www.planningportal.gov.uk/planning/appeals>. If requesting forms from the Planning Inspectorate please state the appeal form you require. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within six months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.

The Inspectorate will publish details of your appeal on the internet (on the Appeals area of the Planning Portal). This may include a copy of the original planning application form and relevant supporting documents supplied to the local authority by you or your agent, together with the completed appeal form and information you submit to the Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you that you are happy it will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

Please note, only the applicant possesses the right of appeal.

### Purchase Notices

If either the local planning authority or the Secretary of State for Communities & Local Government refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.



**Compensation**

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 114 and related provisions of the Town and Country Planning Act 1990.

DRAFT

**Schedule 3**

**Education**

**Part 1 – Schools**

In Obligation 1 the Obligation in a) relating to the giving of notice etc shall not apply to Key Phase 1 and the expression “Key Phase” when used in Obligation 1 shall be construed accordingly

Obligation 11 applies only and separately to each Subsequent Key Phase and reference in Obligation 11 to “Subsequent Key Phase” shall be construed accordingly

Ref	Obligation	Land Bound	Event	Land Released	Release Event
1	Where a School Site is included in a Key Phase:  a) save in relation to Key Phase 1 to give notice to the County Council that the Key Phase has been Identified as soon as reasonably practicable (and in any event before submission for approval of material in relation to the Key Phase pursuant to Planning Condition 11) and to supply to the County Council information as shall be reasonably available to the Owner in relation to the development programme for the Key Phase which may assist the County Council in making a timely start on the design and procurement of the relevant School  b) not to Commence Development on the Key Phase until there has been Approved by the County Council the relevant School Site Identified on a plan on a scale of 1:2000 PROVIDED THAT in	The relevant Key Phase	Identification of the relevant Key Phase	The relevant Key Phase  Each Exempt Unit	Approval of the relevant School Site  The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	relation to the Secondary School Site a parcel of land up to 10ha. may be identified for the purposes of this Obligation 1 from which the Secondary School Site will derive for the purposes of any School Site Offer in relation to the same				
2	To Reserve the relevant School Site PROVIDED THAT in relation to the Secondary School Site a parcel of land up to 10ha. may be identified for the purposes of this Obligation 2 from which the Secondary School Site will derive for the purposes of any School Site Offer in relation to the same	The relevant School Site as identified pursuant to Obligation 1	Identification of the relevant School Site	The relevant School Site as identified pursuant to this Obligation 1	The first to occur of (i) transfer of the relevant School Site to the County Council and (ii) Rejection by the County Council of the relevant School Site Offer
3	If a School Site Call Notice is served in relation to a School Site to make a School Site Offer in relation to the said School Site no later than 28 days from receipt of the said School Site Call Notice	The relevant School Site	Service of the relevant School Site Call Notice	The relevant School Site	The making of a School Site Offer in relation to the relevant School Site
4	In relation to each School unless in relation to it a School Building Notice has been served and accepted to pay the relevant School Payment 1 to the County Council no later than the relevant Trigger Event in the School Delivery Timetable	The Site	Commencement of Development	The Site	Payment of the relevant School Payment 1
				The Site	Acceptance of a School Building Notice for the relevant School
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
5	In relation to a School unless in relation to it a School Building Notice is accepted not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant School Payment 1 in the School Delivery Timetable until the relevant School Payment 1 has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant School Payment 1
				The Site	Acceptance of a School Building Notice for the relevant School
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
6	Where in relation to a School a School Building Notice has been served and accepted to provide the	The relevant Key Phase within which the relevant School	Acceptance of the relevant School Building Notice	The relevant Key Phase within which the relevant School is included	Identification of the Reserved Matters Area for the relevant School

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	relevant School or phase thereof in accordance with the relevant Trigger Event set out in the School Delivery Timetable	is included		The relevant Key Phase within which the relevant School is included	Provision of the relevant School or phase thereof
Each Reserved Matters Area (other than any Residential Reserved Matters Area)				The Reserved Matters Start Date for the relevant Reserved Matters Area	
Each Residential Reserved Matters Area				The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when the relevant Exempt Unit is acquired by a Beneficial Occupier	
7	Where in relation to a School a School Building Notice has been served and accepted to provide the relevant School or phase thereof in accordance with the relevant Trigger Event set out in the School Delivery Timetable	The Reserved Matters Area for the relevant School	The Reserved Matters Approval Date for the relevant School	The Reserved Matters Area for the relevant School	Provision of the relevant School or phase thereof
8	Where in relation to a School a School Building Notice has been served and accepted not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant School in the School	The Site	Commencement of Development	The Site	Provision of the relevant School or phase thereof
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	Delivery Timetable until the relevant School has been provided			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
9	Where in relation to any School a School Contract Notice has been served to pay to the County Council each relevant instalment of the relevant School Payment (being as the case may be School Payment 2, School Payment 3 or, in relation to the Secondary School, School Payment 4 (if required) or, in relation to the Additional FE, School Payment 5 (if required) in each case no later than the relevant Trigger Event for the same in the relevant School Contract Notice	The Site	Commencement of Development	The Site	Payment of the relevant instalment of School Payment 2, School Payment 3 School Payment 4 and School Payment 5
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
10	Where in relation to any School a School Contract Notice has been served not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the School Delivery Timetable for that School unless either: i) the relevant School Payment related to that School has been paid in full (being as the case may be School Payment 2, School Payment 3 or, in relation to the Secondary School, School Payment 4 (if required), or in relation to the Additional FE, School Payment 5 (if required); or ii) payments which have fallen due under the relevant School Contract Notice at the time of the said relevant Trigger Event (being the relevant Trigger Number mentioned above in this Obligation 10) have been made	The Site	Commencement of Development	The Site	Payment of either: the relevant School Payment; or ii) payment in accordance with the relevant School Contract Notice being up to date at the relevant Trigger Event (being the relevant Trigger Number mentioned in this Obligation 10)
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
11	Not to Commence the construction of any Dwelling on the Subsequent Key Phase until the School Review Process has been carried out in relation to it	Separately each Subsequent Key Phase	Identification of the relevant Subsequent Key Phase	Separately each Subsequent Key Phase	The carrying out of the School Review Process in relation to the relevant Subsequent Key Phase
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Part 2 – SEN Payments**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
12	To pay to the County Council a Primary SEN Payment no later than each Trigger Event in the SEN Payment Timetable	The Site	Commencement of Development	The Site	Payment of the relevant Primary SEN Payment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
13	Not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant Primary SEN Payment in the SEN Payment Timetable until the relevant Primary SEN Payment has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Primary SEN Payment
				Each Reserved Matters Area (other than a Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied



Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
14	To pay to the County Council a Secondary SEN Payment no later than each Trigger Event in the SEN Payment Timetable	The Site	Commencement of Development	The Site	Payment of the relevant Secondary SEN Payment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
15	Not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant Secondary SEN Payment in the SEN Payment Timetable until the relevant Secondary SEN Payment has been	The Site	Commencement of Development	The Site	Payment of the relevant Secondary SEN Payment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	paid to the County Council			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

**Schedule 4**

**Affordable Housing**

In this Schedule and as the context requires references to Key Phase shall be read as either Key Phase 1 or a Subsequent Key Phase in each case where Dwellings are included in the Key Phase and references to Key Phase shall be construed accordingly

**Part 1 - Key Phase Affordable Housing Delivery**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
16	<p>This Obligation 16 applies to Key Phase 1 only and a reference within the fifth and sixth columns to "Reserved Matters Area" shall include the area of an "Early Works Approval"</p> <p>Not to Commence the construction of any Dwelling on Key Phase 1 until the Key Phase Affordable Housing Delivery Plan for Key Phase 1 has been submitted to and Approved by the Borough Council</p>	Key Phase 1	Identification of Key Phase 1	Key Phase 1	Approval of the Key Phase Affordable Housing Delivery Plan for Key Phase 1
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
17	<p>This Obligation 17 applies to each Subsequent Key Phase and a reference within the fifth and sixth columns to "Reserved Matters Area" shall include the area of an "Early Works Approval"</p> <p>Not to Commence the construction of any Dwelling on the Subsequent Key Phase until in relation to the</p>	Separately each Subsequent Key Phase	Identification of the relevant Subsequent Key Phase	The relevant Subsequent Key phase	Approval of the Key Phase Affordable Housing Delivery Plan for the relevant Subsequent Key Phase and Agreement or Determination of the Outcomes of the Review Process in relation to the relevant Subsequent Key Phase
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	same: a) the Review Process has been carried out producing the Outcomes of the Review Process; and b) the Key Phase Affordable Housing Delivery Plan has been submitted to and Approved by the Borough Council			Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
18	<p>This Obligation 18 applies to any Subsequent Key Phase which contains in excess of 1000 Dwellings and where in relation to the same paragraph 6 within the definition of Key Phase Affordable Housing Delivery Plan applies so that a Supplemental Review is required</p> <p>Not to Commence the construction of more Dwellings than the relevant Trigger Number until in relation to the relevant Subsequent Key Phase: a) the relevant supplemental Review Process has been carried out producing the Outcomes of the Review Process; and b) a revised Key Phase Affordable Housing Delivery Plan in respect of the remainder of the relevant Subsequent Key Phase has been submitted to and Approved by the Borough Council</p>	Separately each Subsequent Key Phase to which this Obligation 18 is applicable	Identification of the relevant Subsequent Key Phase	The relevant Subsequent Key Phase	Agreement or Determination of the Outcomes of the Review Process in relation to the relevant Subsequent Key Phase and Agreement or Determination of the revised Key Phase Affordable Housing Delivery Plan
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	On the Reserved Matters Start Date for the same where such date occurs before the relevant Trigger Event (being the Trigger Number referred to in this Obligation 18)
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
19	<p>This Obligation 19 applies to any Subsequent key Phase in relation to which the Review Process has resulted in an election by the Borough Council that an Offsite Affordable Housing Contribution should be paid and an agreement or Determination as to the timing of the same</p> <p>To pay to the Borough Council the Offsite Affordable Housing Contribution in accordance with the agreement reached in relation to the same following the Outcomes of the Review Process (which may provide for the same to be paid in instalments)</p>	Separately each Subsequent Key Phase to which this Obligation 19 applies	Identification of the relevant Subsequent Key Phase	Separately each Subsequent Key Phase to which this Obligation 19 applies	Payment of the relevant Offsite Affordable Housing Contribution or all instalments of the same in relation to the relevant Subsequent Key Phase
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
20	To provide Affordable Housing on the Key Phase in accordance with the relevant Approved Key Phase Affordable Housing Delivery Plan	Separately each Key Phase	Identification of the relevant Key Phase	Each Reserved Matters Area (but without prejudice to the application where relevant of Obligations 23 and 24)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
21	Not to Occupy more than 500 Dwellings until and unless 8 Shared Ownership Dwellings have been	The Site	Commencement of Development	The Site	Transfer freehold or leasehold of 8 Shared Ownership Dwellings to a Registered Provider

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	transferred freehold or long leasehold to a Registered Provider			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied if the number of Dwellings approved within the relevant Reserved Matters Parcel is less than 500
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

**Part 2 - Affordable Housing Delivery – Affordable Housing Parcels**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
22	Not to Commence the construction of any Dwelling on the relevant Affordable Housing Parcel until the Affordable Housing Parcel Scheme for the same has been submitted to and Approved by the Borough Council	Separately each Affordable Housing Parcel	The Reserved Matters Approval Date for the relevant Affordable Housing Parcel	Each Affordable Housing Parcel	Approval of the Affordable Housing Parcel Scheme for the relevant Affordable Housing Parcel
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
23	To provide Affordable Housing on the Affordable Housing Parcel in accordance with the relevant Approved Affordable Housing Parcel Scheme	Separately each Affordable Housing Parcel	The Reserved Matters Approval Date for the relevant Affordable Housing Parcel	Each Affordable Housing Parcel	Provision of Affordable Housing on the Affordable Housing Parcel in accordance with the relevant Approved Affordable Housing Parcel Scheme
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
24	This Obligation 24 applies separately to any Affordable Housing Parcel in relation to which the Affordable Housing Parcel Scheme Approved under Obligation 22 includes a Prescribed Number and a corresponding Trigger Event  Not to Occupy more Market Dwellings than the relevant Trigger Number set out in the relevant Approved Affordable Housing Parcel Scheme until the relevant Prescribed Number of Affordable Housing Dwellings have been provided	Separately each Affordable Housing Parcel to which this Obligation 24 applies	The Reserved Matters Approval Date for the relevant Affordable Housing Parcel	Each Affordable Housing Parcel to which this Obligation 24 applies	Provision of the relevant Prescribed Number of Affordable Housing Dwellings
				All or part of the relevant Affordable Housing Parcel	Acquisition of the same by a person from a Chargee PROVIDED THAT the said Chargee shall first have followed the Mortgage Default Protocol
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
25	Where pursuant to an Approved Tenure Allocation an Affordable Housing Dwelling is shown with a particular Affordable Housing tenure not to Occupy that Affordable Housing Dwelling save in the relevant tenure	Separately each Affordable Housing Dwelling	Approval of the Tenure Allocation which includes the relevant Affordable Housing Dwelling	Each Affordable Housing Dwelling	<p>The occurrence of any of the following:</p> <p>a) Acquisition by the occupier of a legal interest in the relevant Affordable Housing Dwelling pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from that occupier;</p> <p>b) Acquisition by a person from a Chargee who in relation to the relevant Affordable Housing Dwelling has followed the Mortgage Default Protocol and has received written confirmation from the Borough Council that is satisfied that the Mortgage Default Protocol has been followed in relation to the relevant Affordable Housing Dwelling</p> <p>c) Where the relevant Affordable Housing Dwelling is a Shared Ownership Dwelling acquisition by the occupier of 100% of the equity in the same and any successors or other persons deriving title from that occupier; or</p> <p>d) where the relevant Affordable Housing Dwelling is shown in the Tenure Allocation as a Low Cost Home for Sale on acquisition by a Beneficial Occupier on terms which ensure that the discount is available to subsequent buyers</p>



**Schedule 5**

**Formal Open Space/NEAPs/LEAPs/Strategic Informal Open Space/Allotments**

Subject to the terms of this introduction this Schedule 5 applies to all of the Formal Open Space, NEAPs, LEAPs, Strategic Informal Open Space Allotments and Separate Orchards and together these are termed "Open Space"

**Part 1 – Management, Certification and Public Access Obligations relating to the Site**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
26	Not to Occupy any Dwelling until there has been Approved by the Borough Council the Management Strategy and the Public Access Strategy for all of the Open Space	The Site	Commencement of Development	The Site	Approval by the Borough Council of the Management Strategy and the Public Access Strategy for the Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than any Open Space)	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
27	<p>In this Obligation 27 including the fifth and sixth columns "Open Space" shall be construed as Formal Open Space, NEAPs or LEAPs</p> <p>In relation to each area of Open Space to observe and perform the Certification Procedure including as required during the Maintenance Period</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Open Space)	Issue of Final Certificate for the relevant area of Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 33)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 33)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 33)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 33)	<p>The Occurrence of any of the following:</p> <p>a) Issue of the Final Certificate in relation to all of the Open Space within that Key Phase;</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
					<p>b) Satisfaction of such of Obligations 38, 41 or 44 as shall be relevant to the relevant area of Open Space; or</p> <p>c) Identification of the Key Phase in circumstances where the material approved under Planning Condition 9 demonstrates that no Open Space is proposed for the Key Phase</p>
28	<p>In this Obligation 27 including the fifth and sixth columns "Open Space" shall be construed as Formal Open Space, NEAPs or LEAPs</p> <p>In relation to each area of Open Space to manage and maintain the same in accordance with a Management Scheme Approved by the Borough Council under such of Obligations 38, 41 or 44 as shall be relevant to the type of Open Space</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Open Space)	Satisfaction of such of Obligations 38, 41, or 44 as shall be relevant to the relevant area of Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 34)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 34)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 34)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Key Phase (but without prejudice to the application where relevant of Obligation 34)	Satisfaction of such of Obligations 38, 41 or 44 as shall be relevant to all the Open Space within that Key Phase
29	<p>In this Obligation 27 including the fifth and sixth columns "Open Space" shall be construed as Formal Open Space, NEAPs or LEAPs</p> <p>In relation to each area of Open Space to allow public access to the same in accordance with Public Access Scheme Approved by the Borough Council under such Obligations 38, 41 or 44 as shall be relevant to the type of Open Space</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Open Space)	Satisfaction of such of Obligations 38, 41 or 44 as shall be relevant to the relevant area of Open Space
				Each Reserved Matters Area (but without prejudice to the application where relevant of Obligation 35)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Part 2 – Management, Certification and Public Access Obligations relating separately to each Key Phase where material approved under Planning Condition 9 demonstrates that a relevant area of Open Space is proposed to be provided on that Key Phase and the expression “Key Phase” shall be construed accordingly**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
30	<p>This Obligation 30 applies in relation to Open Space which is Strategic Informal Open Space, Allotments or Separate Orchards</p> <p>In relation to each area of Open Space to observe and perform the Certification Procedure including maintenance and the making good of defects during the Maintenance Period</p>	Separately each Key Phase	Identification of the relevant Key Phase	Separately each Key Phase (in relation to the relevant area of Open Space)	Issue of Final Certificate for the relevant area of Open Space
				Separately each Key Phase (but without prejudice to the application where relevant of Obligation 33)	On satisfaction of such of Obligations 47 48 50 or 51 as shall be relevant to the relevant area of Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 33)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 33)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
31	<p>This Obligation 31 applies in relation to Open Space which is Strategic Informal Open Space, Allotments or Separate Orchards</p> <p>In relation to each area of Open Space to manage and maintain the same in accordance with a Management Scheme Approved by the Borough Council under such of Obligations 47 or 50 as shall be relevant to the type of Open Space</p>	Separately each Key Phase	Identification of the relevant Key Phase	Separately each Key Phase (in relation to the relevant area of Open Space)	Satisfaction of such of Obligations 47 or 50 as shall be relevant to the relevant area of Open Space
				Separately each Key Phase (but without prejudice to the application where relevant of Obligation 34)	Satisfaction of such of Obligations 47 or 50 as shall be relevant to the Open Space within the relevant Key Phase
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 34)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 34)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 34)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
32	<p>This Obligation 32 applies in relation to Open Space which is Strategic Informal Open Space, Allotments or Separate Orchards</p> <p>In relation to each area of Open Space to allow public access to the same in accordance with Public Access Scheme Approved by the Borough Council under such Obligations 47 or 50 as shall be relevant to the type of Open Space</p>	Separately each Key Phase	Identification of the relevant Key Phase	Separately each Key Phase (in relation to the relevant area of Open Space)	Satisfaction of such of Obligations 47 48 50 or 51 as shall be relevant to the relevant area of Open Space
				Each Reserved Matters Area (but without prejudice to the application where relevant of Obligation 35)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Part 3 – Management, Certification, Public Access and Use Obligation relating separately to each area of Open Space**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
33	To observe and perform the Certification Procedure including as required during the Maintenance Period	Separately each area of Open Space	The Reserved Matters Approval Date for the relevant Area of Open Space	Separately each area of Open Space	Issue of Final Certificate for the relevant area of Open Space
34	To manage and maintain the area of Open Space in accordance with a Management Scheme Approved by the Borough Council under such of Obligations 38, 41, 44 , 47 or 50 as shall be relevant to the type of Open Space	Separately each area of Open Space	Satisfaction of Obligation 38, 41, 44, 47 or 50 (as relevant to the relevant area of Open Space)	This is an ongoing Obligation (so that no Release applies)	
35	To allow public access to the area of Open Space in accordance with the Public Access Scheme Approved by the Borough Council under such of Obligations 38, 41, 44 , 47 or 50 as shall be relevant to the type of Open Space	Separately each area of Open Space	Satisfaction of Obligation 38, 41, 44, 47 or 50 (as relevant to the Open Space)	This is an ongoing Obligation (so that no Release applies)	
36	In relation to each area of Open Space not to use for purposes other than the relevant Open Space	Separately each area of Open Space	Reserved Matters Approval Date for the relevant area of Open Space	This is an ongoing Obligation (so that no Release applies)	



**Part 4 – Formal Open Space delivery Obligations relating to the Site**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
37	<p>In relation to each Formal Open Space not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Open Space Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Formal Open Space</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Formal Open Space)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Formal Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 39)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 39)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Key Phase (but without prejudice to the application where relevant of Obligation 39)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase
38	<p>In relation to each Formal Open Space to lay out and construct the same no later than the relevant Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Formal Open Space</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Formal Open Space)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 39)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Formal Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 39)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 39)	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Key Phase (but without prejudice to the application where relevant of Obligation 39)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

**Part 5 – Formal Open Space delivery Obligation relating separately to each area of Formal Open Space**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
39	<p>To lay out and construct the Formal Open Space no later than the Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Formal Open Space</p>	Separately each Formal Open Space	Reserved Matters Approval Date for the relevant Formal Open Space	Separately each Formal Open Space	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant Formal Open Space

**Part 6 – NEAPs – delivery Obligations relating to the Site**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
40	<p>In relation to each NEAP not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Open Space Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant NEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant NEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant NEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any NEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 42)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 42)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

Ref	Obligation	Land Bound	Event	Land Released	Release Event
41	<p>In relation to each NEAP to lay out and construct the same no later than the relevant Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant NEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant NEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant NEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any NEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 42)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 42)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

**Part 7 – NEAPs delivery Obligation relating separately to each NEAP**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
42	<p>To lay out and construct the relevant NEAP no later than the Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant NEAP</p>	Separately each NEAP	Reserved matters Approval Date for the relevant Formal Open Space	Separately each NEAP	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant NEAP

**Part 8 – LEAPs delivery Obligations relating to the Site**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
43	<p>In relation to each LEAP not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Open Space Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant LEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant LEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant LEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any LEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 45)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 45)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase



Ref	Obligation	Land Bound	Event	Land Released	Release Event
44	<p>In relation to each LEAP to lay out and construct the same no later than the relevant Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant LEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant LEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant LEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any LEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 45)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 45)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

**Part 9 – LEAPs delivery Obligation relating separately to each LEAP**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
45	<p>To lay out and construct the relevant LEAP no later than the Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant LEAP</p>	Separately each LEAP	Reserved matters Approval Date for the relevant LEAP	Separately each LEAP	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant LEAP

**Part 10 – Strategic Informal Open Space – delivery Obligations relating separately to each Key Phase**

This part 10 applies only and separately to any Key Phase in relation to which the material approved under Planning Condition 11(b) contains a delivery plan for one or more areas of Strategic Informal Open Space within that Key Phase with one or more Trigger Events for delivery of the same

Ref	Obligation	Land Bound	Event	Land Released	Release Event
46	<p>In relation to each area of Strategic Informal Open Space not to Occupy more Dwellings than shall exceed the relevant Trigger Number until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Strategic Informal Open Space</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The Site (in relation to the relevant area of Strategic Informal Open Space)	Issue of Completion Certificate and implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Strategic Informal Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Strategic Informal Open Space)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 48)	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
47	<p>In relation to each Strategic Informal Open Space to lay out and construct the same no later than the relevant Trigger Event and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Strategic Informal Open Space</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The Site (in relation to the relevant area of Strategic Informal Open Space)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Strategic Informal Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Strategic Informal Open Space)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 48)	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Part 11 – Strategic Informal Open Space – delivery Obligation relating to each area of Strategic Informal Open Space**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
48	<p>To lay out and construct the relevant area of Strategic Informal Open Space no later than the relevant Trigger Event so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Strategic Informal Open Space</p>	The relevant area of Strategic Informal Open Space	Reserved matters Approval Date for the relevant area of Strategic Informal Open Space	The relevant area of Strategic Informal Open Space	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Strategic Informal Open Space

**Part 12 – Allotments and Separate Orchards– delivery Obligations relating separately to each Key Phase**

This part 12 applies only and separately to any Key Phase in relation to which the material approved under Planning Condition 11(b) contains a delivery plan for Allotments or any Separate Orchard within that Key Phase with one or more Trigger Events for delivery of the same

Ref	Obligation	Land Bound	Event	Land Released	Release Event
49	<p>In relation to each area of Allotments or Separate Orchard not to Occupy more Dwellings than shall exceed the relevant Trigger Number until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Allotments or Separate Orchard</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The relevant Key Phase (in relation to the relevant area of Allotments or Separate Orchard)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Allotments or Separate Orchard
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Allotments or Separate Orchard)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 51)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
50	<p>In relation to each area of Allotments or Separate Orchard to lay out and construct the same no later than the relevant Trigger Event and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Allotments or Separate Orchard</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The relevant Key Phase (in relation to the relevant area of Allotments or Separate Orchard)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Allotments or Separate Orchard
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Allotments or Separate Orchard)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 51)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Part 13 – Allotments and Separate Orchards- delivery Obligations relating separately to each area of Allotment or Separate Orchard**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
51	<p>To lay out and construct the relevant area of Allotments or Separate Orchard no later than the relevant Trigger Event and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Allotments or Separate Orchard</p>	Separately each area of Allotment	Reserved Matters Approval Date for the relevant area of Allotment	Separately each area of Allotment or Separate Orchard	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant area of Allotments or Separate Orchard



**Part 14 – Canal Corridor Improvements**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
52	To pay to the Borough Council the Canal Corridor Contribution no later than the Occupation of 5000 Dwellings	The Site	Commencement of Development	The Site	Payment of the Canal Corridor Contribution
				Each Reserved Matters Area (but excluding any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area Identified before the Occupation of 4750 Dwellings	Prior to the Occupation of 4750 Dwellings
				Each Residential Reserved Matters Area Identified Contemporaneously with or after Occupation of 4750 Dwellings	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Schedule 6**

**Community Facilities**

**Part 1 – Community Facilities – Management and Certification Obligations relating to the Site**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
53	Not to Occupy any Dwelling until there has been Approved by the Borough Council the Management Strategy and the Public Access Strategy for all of the Community Facilities	The Site	Commencement of Development	The Site	Approval by the Borough Council of the Management Strategy and the Public Access Strategy for the Community Facilities
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than any Community Facility)	The date when that Exempt Unit is acquired by a Beneficial Occupier
54	In relation to each Community Facility to observe and perform the Certification Procedure including maintenance and the making good of defects during the Maintenance Period	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Issue of Final Certificate for the relevant Community Facility
				Each Key Phase	On satisfaction of Obligation 58 in relation to all of the Community Facilities within that Key Phase
				Each Key Phase	On identification of the Key Phase in circumstances where the material approved under Planning Condition 9 demonstrates that no Community Facility is proposed for the Key Phase
				Each Key Phase	On the issue of the Final Certificate in relation to all of Community Facilities within that Key Phase

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 59)	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land on the date of its acquisition by a Registered Provider	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
55	In relation to each Community Facility to manage and maintain the same in accordance with a Management Scheme Approved by the Borough Council under Obligation 58	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Satisfaction of Obligation 58 in relation the relevant Community Facility
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 60)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 60)	The first date on which all of the Market Dwellings within the same shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 60)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
56	In relation to each Community Facility to allow public access to the same in accordance with a Public Access Scheme Approved by the Borough Council under Obligation 58	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Satisfaction of Obligation 58 in relation to the relevant Community Facility
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 61)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Part 2 – Community Facilities – delivery Obligations on the Site**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
57	<p>In relation to any Community Facility not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Community Facilities Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Community Facility</p>	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Community Facility
				Each Key Phase which includes a Community Facility (in relation to the relevant Community Facility)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Community Facility
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 59)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
58	<p>In relation to each Community Facility to construct the same no later than the relevant Trigger Event in the Community Facilities Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council</p> <p>in relation to the relevant Community Facility</p>	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Community Facility
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 59)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Part 3 – Community Facilities- Obligations relating to each Community Facility**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
59	<p>To construct the relevant Community Facility no later than the relevant Trigger Event in the Community Facilities Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council</p> <p>in relation to the relevant Community Facility</p>	Separately each Community Facility	Reserved Matters Approval Date for the relevant Community Facility	Separately each Community Facility	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant Community Facility
60	To manage and maintain the Community Facility in accordance with a Management Scheme Approved by the Borough Council under Obligation 58	Separately each Community Facility	Reserved Matters Approval Date for the relevant Community Facility	This is an ongoing Obligation (so that no Release applies)	
61	To allow public access to the Community Facility in accordance with a Public Access Scheme Approved by the Borough Council under Obligation 58	Separately each Community Facility	Reserved Matters Approval Date for the relevant Community Facility	This is an ongoing Obligation (so that no Release applies)	

**Part 4 – Police Contribution**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
62	To pay the Police Contribution 1 to the Borough Council no later than the Occupation of 1000 Dwellings	The Site	Commencement of Development	The Site	Payment of the Police Contribution 1
				Each Reserved Matters Area (but excluding any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
63	Not to Occupy more Dwellings than shall exceed 1000 until the Police Contribution 1 has been paid to the Borough Council	The Site	Commencement of Development	The Site	Payment of the Police Contribution 1
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area



Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each parcel of RP Land	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Exempt Unit	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
64	To pay to the Borough Council one instalment of Police Contribution 2 no later than the relevant Trigger Event in the Police Contribution 2 Timetable	The Site	Commencement of Development	The Site (in relation to the relevant instalment of Police Contribution 2)	Payment of the relevant Police Contribution 2 instalment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
65	Not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Police Contribution Timetable until the relevant instalment of Police Contribution 2 has been paid to the Borough Council	The Site	Commencement of Development	The Site (in relation to the relevant instalment of Police Contribution 2)	Payment of the relevant Police Contribution 2 instalment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Schedule 7**

**Healthcare**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
66	Not to Occupy more Dwellings than shall exceed 3100 until the Health Facility Land Offer has been made)	The Site	Commencement of Development	The Site	The making or Rejection of the Health Facility Land Offer
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Schedule 8**

**District and Local Centres**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
67	Not to Occupy any Dwelling until there has been submitted to and Approved by the Borough Council the District and Local Centres Marketing Strategy	The Site	Commencement of Development	The Site	Approval of the District and Local Centres Marketing Strategy
				In relation to any Reserved Matters Area (other than any Residential Reserved Matters Area or a Reserved Matters Area comprising only the District Centre or a Local Centre)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
68	To observe and perform the Approved District and Local Centres Marketing Strategy according to its terms in relation to each of the District Centre and Local Centres	The Site	Commencement of Development	The Site	Performance of the Approved District and Local Centres Marketing Strategy in relation to the relevant Centre
				Each Reserved Matters Area (other than any which includes the District Centre)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
69	To submit to the Borough Council on a quarterly basis a Marketing Report to commence as required by the Approved District and Local Centre Marketing Strategy	The Site	Commencement of Development	The Site	Occupation of 80% of the relevant Centre (here meaning being any of Occupied, let or under agreement for sale or lease)
				Each Reserved Matters Area (other than any which includes the District Centre)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Schedule 9**

**Highways and Access**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
70	In relation to each Highway Payment to pay the same no later than the relevant Trigger Event in the Highway Payments Timetable	The Site	Commencement of Development	The Site	Payment of the relevant Highway Payment
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
71	Not to Occupy more Development Units than shall exceed the relevant Trigger Number for the making of a Highway Payment	The Site	Commencement of Development	The Site	Payment of the relevant Highway Payment
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	until the relevant Highway Payment has been paid to the County Council			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
72	To establish a body to comprise the Transport Review Group to participate in the discharge of the responsibilities of the Transport Review Group in accordance with the provisions relating thereto in the Site Wide Travel Plan	The Site	Commencement of Development	The Site	The expiry of 5 years from the first date on which 6200 Dwellings (or if fewer than 6200 Dwellings in aggregate for all Key Phases are actually the subject of Reserved Matters Approvals and the Development is substantially completed, then such lesser number) were Occupied
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
73	To pay from the Bus Services Fund for the procurement of the Bus Services to serve the Development in accordance with the decisions of the Transport Review Group	The Site	Commencement of Development	The Site	Full expenditure of the Bus Services Fund or the expiry of five years from the first date on which 6200 Dwellings (or if fewer than 6200 Dwellings in aggregate for all Key Phases are actually the subject of Reserved Matters Approvals and the Development is substantially completed, then such lesser number) were Occupied whichever is the sooner
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
74	To provide and install bus service infrastructure including raised bus boarder, shelter and service flag signs at locations within and around the Development and at a	The Site	Commencement of Development	The Site	Provision and installation of the said infrastructure
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	timetable to be determined by the Transport Review Group			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
Each Employment Reserved Matters Area				The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when that Exempt Unit is acquired by a Beneficial Occupier	
75	In accordance with the Site Wide Travel Plan to pay from the Travel Plan Contingency Fund for measures over and above those committed under the Site Wide Travel Plan to assist in progressing towards the full occupation modal share target as described in the Site Wide Travel Plan such measures to be determined by the Transport Review Group (which for the avoidance of doubt may include payment for the Bus Services over and above the Bus Services Fund)	The Site	Commencement of Development	The Site	Full expenditure of the Travel Plan Contingency Fund or the expiry of two years from First Occupation of 6200 Dwellings (or if fewer than 6200 Dwellings are actually the subject of Reserved Matters Approval and the Development is substantially completed then such lesser number) whichever is the sooner
Each Exempt Reserved Matters Area				The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area	
Each Residential Reserved Matters Area				The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied	



Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
76	In accordance with the Site Wide Travel Plan to pay from the Unforeseen Transport Impacts Fund for measures designed to address any unforeseen transport impacts arising out of the Development as determined by the Transport Review Group	The Site	Commencement of Development	The Site	Full expenditure of the Unforeseen Transport Impacts Fund or the expiry of two years from First Occupation of 6200 Dwellings (or if fewer than 6200 Dwellings are actually the subject of Reserved Matters Approval and the Development is substantially completed then such lesser number) whichever is the sooner
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
77	To pay a Bus Priority Works Contribution to the County Council no later than the Occupation of 1420 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
78	Not to Occupy more Development Units than shall exceed 1420 until a Bus Priority Works Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Works Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
79	To pay a Bus Priority Works Contribution to the County Council no later than the Occupation of 2230 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
80	Not to Occupy more Development Units than shall exceed 2230 until a Bus Priority Works Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Works Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
81	To pay a Cycle and Pedestrian Links Contribution to the County Council no later than the Occupation of 1420 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	Payment of the relevant Cycle and Pedestrian Links Contribution on the Reserved Matters Approval Date for the same
				Each Residential Reserved Matters Area	On the first date which all of the Market Dwellings within the same shall have been Occupied
				Each Employment Reserved Matters Area	On the first date on which all the Employment Units within the same shall have been Occupied.
				Each Residential Reserved Matters Area in which Affordable Housing Dwellings	On the Reserved Matters Start Date for the same
				Each parcel of RP Land	On the date of its acquisition by a Registered Provider
				Each Exempt Unit	On the date when that Exempt Unit is acquired by a Beneficial Occupier
82	Not to Occupy more Development Units than shall exceed 1420 until a Cycle and Pedestrian Links Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
83	To pay a Cycle and Pedestrian Links Contribution to the County Council no later than the Occupation of 2230 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
84	Not to Occupy more Development Units as shall exceed 2230 until a Cycle and Pedestrian Links Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
85	To observe and perform the requirements of the Site Wide	The Site	Commencement of Development	Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	Travel Plan in accordance with its terms			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
86	To cooperate with the person carrying out the requirements of Obligation 85 in the observation and performance of the Site Wide Travel Plan	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
87	To observe and perform the requirements of the Site Wide Travel Plan in accordance with its terms insofar as the same relates in terms to small occupiers as defined in the Site Wide Travel Plan	Separately each Small Unit	Occupation of the relevant Small Unit	This is an ongoing Obligation (so that no Release applies)	



Ref	Obligation	Land Bound	Event	Land Released	Release Event
88	To observe and perform the requirements of the Site Wide Travel Plan in accordance with its terms insofar as the same relates in terms to occupiers of buildings greater than 1000 sqm gross floor area	Separately each Large Unit	Occupation of the relevant Large Unit	This is an ongoing Obligation (so that no Release applies)	
89	To observe and perform the requirements of the Site Wide Travel Plan in accordance with its terms insofar as the same relates in terms to a School	Separately each School	Occupation of the relevant School	This is an ongoing Obligation (so that no Release applies)	
90	In relation to any Residential Reserved Matters Area to pay to the County Council a Welcome Pack Contribution no later than the first Occupation of any Dwelling on the relevant Residential Reserved Matters Area unless Welcome Packs for the same are to be provided through the person fulfilling the role of travel plan manager as provided in the Site Wide Travel Plan	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	The relevant Residential Reserved Matters Area	Payment of a Welcome Pack Contribution
				The relevant Residential Reserved Matters Area	Provision of Welcome Packs
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Schedule 10**

**Waste Management**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
91	In relation to a Residential Reserved Matters Area to pay to the Borough Council the Waste Management and Recycling Contribution for that Residential Reserved Matters Area no later than Commencement of Development on that Residential Reserved Matters Area	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	The relevant Residential Reserved Matters Area	Payment of the Waste Management Contribution for the relevant Residential Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
92	In relation to a Residential Reserved Matters Area to pay to the Borough Council the Residential Bin Contribution for that Residential Reserved Matters Area no later than Commencement of Development on that Residential Reserved Matters Area	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	The relevant Residential Reserved Matters Area	Payment of the Residential Bin Contribution for the relevant Residential Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

**Schedule 11**

Heritage

Ref	Obligation	Land Bound	Event	Land Released	Release Event
93	Not to Occupy any Dwelling until there has been submitted to and Approved by the Borough Council a First Heritage Report	The Site	Commencement of Development	The Site	Approval of the First Heritage Report
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
94	If the Approved First Heritage Report identifies any First Heritage Works to carry out the same in accordance with the First Heritage Report	The Site	Commencement of Development	The Site	Issue of Final Certificate for the First Heritage Works
				Each Reserved Matters Area (other than for the relevant Listed Building)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than the relevant Listed Building)	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
95	Following Final Certificate for the First Heritage Works to maintain the Listed Buildings in a condition comparable with that which subsists on issue of the said Final Certificate (save to allow for the carrying out of the Listed Building Conservation Works)	The Site	Commencement of Development	The Site	Issue of Final Certificate for the Listed Building Conservation Works
				Each Reserved Matters Area (other than for the relevant Listed Building)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than the relevant Listed Building)	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
96	To carry out the Listed Building Conservation Works in accordance with the approval of the same under Planning Condition 20 (which may allow for such works to be in stages)	The Key Phase within which the relevant Listed Building is included	Identification of the Key Phase under Planning Condition 9	The Key Phase within which the relevant Listed Building is included	Issue of Final Certificate for the Listed Building Conservation Works
				Each Reserved Matters Area (other than for the relevant Listed Building)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than the relevant Listed Building)	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

**Schedule 12**

**Monitoring**

Ref	Obligation	Land Bound	Event	Land Released	Release Event
97	To pay to the Borough Council each quarter a Monitoring Sum	The Site	Commencement of Development	The Site	The expiry of 3 years from First Occupation of 5000 Dwellings
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
98	To carry out the activities in the Monitoring Scheme	The Site	Commencement of Development	The Site	The expiry of 3 years from First Occupation of 5000 Dwellings
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

### **Schedule 13**

#### **Part 1- Borough Council's Covenants**

##### **GENERAL:**

The Borough Council hereby covenants with the Owner:

- 1 to deposit all monies received pursuant to this Deed into a separately identifiable interest bearing account
- 2 to expend all monies received pursuant to this Deed solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums
- 3 not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed
- 4 upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the Borough Council pursuant to this Deed
- 5 within 20 days of the written request of the Owner to issue to the Owner a letter confirming the discharge of one or more of the Obligations PROVIDED THAT such a request may be made at any time after the end of the period during which any such Obligation is imposed and more than one such request may be made in relation to any such Obligation according to its application pursuant to clause 4.
- 6 if at the end of the period of 7 years from the date of receipt any sum of money received by the Borough Council pursuant to this Deed has not been either expended or committed for expenditure by the letting of a contract for the purpose for which it was paid to reimburse the unexpended sum together with interest accrued at the Co-Operative Bank plc base rate (or such other bank as the Borough Council may use for such accounts) to the Owner or such other person as the Owner shall direct PROVIDED THAT such reimbursement shall be made within a period of 20 days from the end of the said 7 year period
- 7 to cooperate with the Owner in producing the outcomes required by the Review Process
- 8 to cooperate with the Owner in providing such information as it may have to assist the Owner in the School Review Process
- 9 to provide suitable and sufficient household waste bins for each Dwelling
- 10 to act promptly and reasonably in connection with the Mortgage Default Protocol
- 11 to act promptly and reasonably in connection with the Certification Procedure

## Part 2 – County Council's Covenants

### GENERAL:

The County Council hereby covenants with the Owner:

1. to deposit all monies received pursuant to this Deed into a separately identifiable interest bearing account
2. to expend all monies received pursuant to this Deed solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums (unless otherwise agreed between the Owner and the County Council)
3. not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed (unless otherwise agreed between the Owner and the County Council)
4. upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the County Council pursuant to this Deed
5. within 20 days of the written request of the Owner to issue to the Owner a letter confirming the discharge of one or more of the Obligations PROVIDED THAT such a request may be made at any time after the end of the period during which any such Obligation is imposed and more than one such request may be made in relation to any such Obligation according to its application pursuant to clause 4.
6. if at the end of the period of 7 years from the date of receipt any sum of money received by the County Council pursuant to this Deed has not been either expended or committed for expenditure by the letting of a contract for the purpose for which it was paid or returned to the Owner pursuant to paragraph 8 to reimburse the unexpended sum together with interest accrued to the Owner or such other person as the Owner shall direct PROVIDED THAT such reimbursement shall be made within a period of 20 days from the end of the said 7 year period

### EDUCATION:

The County Council covenants with the Owner:

7. to act promptly insofar as it is reasonably practicable in all matters pertaining to the delivery of each of the Schools in accordance with the School Delivery Timetable including without limitation:
  - a. using Reasonable Endeavours to co-operate including meeting and corresponding with the Owner in matters relating to any School or School Site including:
    - i. resolving any matter relating to the School Site in order to facilitate the timely service of any School Site Offer; and
    - ii. resolving any matter within the School Site Criteria in order to facilitate a timely start on the design and procurement process for the relevant School;



- b. in signing and dating any contract forming any School Site Offer in order that the said contract becomes legally enforceable between the parties at the earliest opportunity;
  - c. using Reasonable Endeavours to co-operate with the Owner in the event that the Owner expresses in writing an intention or interest in serving any School Building Notice in order that appropriate process may be followed so that the School Building Notice may be accepted by the County Council at the earliest opportunity once served provided that such co-operation shall not prejudice the County Council's right to refuse to accept a Building School Notice and such refusal shall not constitute a breach of this paragraph;
  - d. in submitting progressing and/ or considering any planning application (or application for Reserved Matters Approval as the case may be) required in order to provide any School provided that this paragraph shall not require the County Council to determine any planning application other than in accordance with its statutory obligations; and
  - e. in commencing and progressing any statutory consultation or procurement exercise required in order to provide any School.
8. in relation to each School unless in relation to it a School Building Notice has been served on and accepted by the County Council:
- a. to use Reasonable Endeavours to ensure that each School or phase thereof is Practically Completed and open for use as a School by members of the public prior to the relevant Trigger Event set out in the School Delivery Timetable PROVIDED THAT if the speed of delivery of the Development is such that the County Council is not able to secure the opening of the First Primary School phase 1 by the relevant Trigger Event (200 Dwelling Occupations) but has used Reasonable Endeavours in relation to relevant matters under its control then the Owner and the County Council may agree (or have Determined) following consultation with the Borough Council a later Trigger Event for the First Primary School phase 1 (but no later than 350 Dwelling Occupations) and any consequential corresponding change to the earliest Trigger Event for the relevant School Contract Notice; and
  - b. on Practical Completion of the said School to return to the Owner any part of the relevant School Payment received pursuant to this Deed which has not been spent or committed (by the County entering into a contract) for expenditure together with interest accrued thereon
9. To use Reasonable Endeavours cooperate with the Owner in producing the information required for and in achieving the outcomes required the School Review Process

## Annex A – Schools

The Trigger Events in this Annex A Parts 1 – 3 inclusive are subject to the School Review Process in Part 4 and may be adjusted accordingly

### Part 1 – Earliest Trigger Event for a School Contract Notice

Contract Notice in relation to a phase of a School	Dwelling Occupation trigger being the earliest Trigger Event for service of the relevant School Contract Notice
First Primary School Site phase 1 (being 1FE)	100
First Primary School Site phase 2 (being an additional FE)	750
Second Primary School Site phase 1 (being 1 FE)	1500
Second Primary School Site phase 2 (being an additional FE)	2400
Third Primary School Site phase 1 (being 1 FE)	3200
Third Primary School Site phase 2 (being an additional FE)	4200
Secondary School Site phase 1	1100
Secondary School Site phase 2	3100
Secondary School Site phase 3	5600

**Part 2 – Timing of payments for inclusion within School Contract Notices**

School Contract Notice	Trigger Event by date/instalment
First Primary School Site	<p>School Payment 2:</p> <p>first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
	<p>School Payment 3:</p> <p>first instalment three months after the later of the service of the relevant School Contract Notice and Occupation of 750 Dwellings ("<b>Date 1</b>")</p> <p>second instalment six months after Date 1</p> <p>third instalment nine months after Date 1</p>
Second Primary School Site	<p>School Payment 2:</p> <p>first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
	<p>School Payment 3:</p> <p>first instalment three months after the later of the service of the School Contract Notice and Occupation of 2400 Dwellings ("<b>Date 2</b>")</p> <p>second instalment six months after Date 2</p>

	third instalment nine months after Date 2
Third Primary School Site	<p>School Payment 2:</p> <p>first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
	<p>School Payment 3:</p> <p>first instalment three months after the later of service of the relevant School Contract Notice and Occupation of 4200 Dwellings ("Date 3")</p> <p>second instalment six months after Date 3</p> <p>third instalment nine months after Date 3</p>
Secondary School Site	<p>School Payment 2:</p> <p>first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
	<p>School Payment 3:</p> <p>first instalment three months after the later of service of the relevant School Contract Notice and Occupation of 3100 Dwellings ("Date 3")</p> <p>second instalment six months after Date 3</p> <p>third instalment nine months after Date 3</p>

**Part 3 – School Delivery Timetable (including timetable for payments of School Payment 1)**

School	Trigger Event in Dwelling Occupations
Payment of School Payment 1 for the First Primary School	1
First Primary School Phase 1 (1FE)	200
First Primary School Phase 2 (increase to 2FE)	900
Payment of School Payment 1 for the Second Primary School	1300
Second Primary School Phase 1 (1FE)	1800
Second Primary School Phase 2 (increase to 2FE)	2700
Payment of School Payment 1 for the Third Primary School	3100
Third Primary School Phase 1 (1FE)	3600
Third Primary School Phase 2 (increasing to 2FE)	4500
Payment of School Payment 1 for the Secondary School	900
Secondary School Phase 1	1800
Secondary School Phase 2	3800
Secondary School Phase 3	5900

## Part 4 – School Review Process

### 1 Objective and outcomes

- 1.1 The purpose of the School Review Process is, in line with Subsequent Key Phases which contain Dwellings, to undertake a periodic review of Dwelling mix on the Development, its expected effect on child yield from the Development and of the availability of school places in order that the Development should make appropriate provision for school places (including the timing of such places) for children resident on the Development PROVIDED THAT the cost to the Development of education provision shall only be increased as an outcome of the School Review Process as a consequence of changes to the Dwelling mix in the Development resulting in an increase in the expected child yield from the Development (“the Objective”).
- 1.2 In that regard, and in order to achieve the Objective through the School Review Process, the Owner and the County Council may agree or have Determined that:
- 1.2.1 any of the School Payments other than School Payment 4 or School Payment 5 should be paid at Trigger Events earlier or later in the Development than are shown for the same in Parts 2 or 3 of this Annex A PROVIDED THAT;
- (i) in relation to payment relating to the First Primary School and School Payment 1 for the Secondary School the School Review Process shall not require these earlier than as stated in the said Parts 2 and 3; and
  - (ii) no earlier Trigger Event may be earlier than 100 Dwelling Occupations (Primary) or 500 (Secondary);
- 1.2.2 subject to paragraphs 1.2.3 and 1.2.4 the Trigger Events for the service of any School Contract Notice should be earlier or later than are shown in Part 1 of this Annex A PROVIDED THAT
- (i) in relation to the First Primary School and the Secondary School the School Review Process shall not require these earlier than as stated in the said Part 1; and
  - (ii) no earlier Trigger Event may be earlier than 100 Dwelling Occupations (Primary)
- 1.2.3 a balancing payment for Secondary School Provision (being School Payment 4 or part thereof for additional capacity at the Secondary School) should be made and the timing of any such payment to comprise a Trigger Event for any related School Contract Notice and instalments of School Payment 4 following service of the same) PROVIDED THAT:
- (i) the School Review Process shall not result in any School Contract Notice associated with School Payment 4 being served any earlier than the Occupation of 5600 Dwellings; and

- (ii) the actual amount of School Payment 4 shall be proportionate to the child yield from the Development but need not correspond to a full FE.

1.2.4 a balancing payment for Primary School provision (being School Payment 5 or part thereof for an additional FE at one of the Primary Schools) should be made and the timing of any such payment to comprise a Trigger Event for any related School Contract Notice and instalments of School Payment 5 following service of the same PROVIDED THAT

- (i) the School Review Process shall not result in a School Contract Notice associated with School Payment 5 being served any earlier than the Occupation of 5400 Dwellings; and
- (ii) the balancing payment shall be proportionate to the child yield from the Development but need not correspond to a full FE and no such payment shall be due unless in the School Review Process it is agreed or Determined that child yield from the Development will require Primary School provision of at least 6.5 FE.

1.2.5 the final (in time) Primary SEN Payment and/or the final (in time) Secondary SEN Payment may be reduced if it is agreed or Determined that any lower sums are all that is required in order to make appropriate provision for special educational needs in each respective age group taking account of earlier such payments and such provision already made and available. This part of the School Review Process is not required until an advanced stage in the Development as required by the Owner in an appropriate Subsequent Key Phase

## 2 Testing the assumptions

- 2.1 The assumptions on which the Primary SEN Payments, the Secondary SEN Payments, the School Delivery Timetable and Trigger Events for School Contract Notices have been based is appended at Appendix 1 and shown in the lower half of the same. The upper half of Appendix 1 is a print of a working spreadsheet and will be used to input the information provided by the Owner in paragraph 2.3.1.
- 2.2 In the School Review Process some of these assumptions will be tested at each Subsequent Key Phase containing Dwellings commencing at the time at which the relevant Subsequent Key Phase has been defined under Planning Condition 9 ("**School Review Date**"). This testing process is provided for in paragraph 2.3.
- 2.3 Following definition of a Subsequent Key Phase containing Dwellings the following information will be provided by the Owner to the County Council or vice versa as the case may be:
  - 2.3.1 The Owner will provide information on Dwelling mix at the School Review Date together with such information as is known for Dwellings not yet Occupied in order that this information can be input to Stage 1 of the upper half of Appendix 1 and compared to the base assumptions about Dwelling mix in the lower half of Appendix 1.

- 2.3.2 As a result of the exercise in paragraph 2.3.1 the resultant expected child yield from the Development and the resultant contribution figures (as will be shown at Stage 5 in the upper half of Appendix 1) can be compared to the figures resulting from the original calculations (as shown in the lower half of Appendix 1);
  - 2.3.3 The Owner will make an appropriate assumption as to dwelling mix for the Subsequent Key Phase in question to include in the exercise under 2.3.1;
  - 2.3.4 The County Council will provide information to the Owner on the number of children resident on the Development at the School Review Date seeking places in the Primary Schools on the Development and the number of such places available; and
  - 2.3.5 The County Council will provide information to the Owner on the number of children resident on the Development at the School Review Date seeking places in state funded secondary schools in Rugby (outside of the Development and also at the Secondary School once established) and the number of such places available and the Owner shall be responsible for collating such information as considered necessary (including the numbers of new dwellings occupied in the catchment areas of the said secondary schools) to calculate the extent to which additional need for places (or surplus places) should be attributed to the Development as envisaged by paragraph 1.1 of this Part 4.
- 2.4 Based on the information supplied, the Owner and the Council County will agree or have Determined:
- 2.4.1 what if any changes to the Trigger Events as described in paragraph 1.2.1 and 1.2.2 are needed in order to achieve the Objective; and when appropriate;
  - 2.4.2 whether any balancing payment as described in paragraphs 1.2.3 and 1.2.4 is needed in order to achieve the Objective and if so how much and the timing of such payment as provided for in paragraph 1.2.3 or 1.2.4 as the case may be; and
  - 2.4.3 at the appropriate time whether the final (in time) Primary SEN Payment and/or the final (in time) Secondary SEN Payment should be reduced as provided for in paragraph 1.2.5

### 3 **Process**

- 3.1 The Owner and the County Council will seek to agree the matters set out in paragraphs 1 and 2 above within 28 days of the first supply by the Owner of information under paragraph 2.3.1 and 2.3.2.
- 3.2 The parties may agree to extend that period of 28 days but from the expiry of the 28 day period either party may refer to Determination.
- 3.3 The parties may agree that following or during the Review Process in Annex C part of the School Review Process may need to be repeated with refreshed information.



4 **Outcomes**

- 4.1 At the end of each School Review Process the Owner and the County Council will agree or have Determined the matters in paragraph 2 as relevant to the Subsequent Key Phase and these outcomes must be recorded in writing and copied to the Borough Council to be retained with this Deed.

## Annex B – Bus Services

### Part 1

#### **Initial level of Bus Services:**

Dwelling Occupation	Bus Provision
300	1 additional single deck bus
800	1 additional single deck bus

### Part 2

#### **Indicative level of Bus Services beyond 800 Dwelling Occupations:**

Dwelling Occupation	Bus Provision
1600	1 additional double deck bus
2400	1 additional double deck bus
3200	1 additional double deck bus
4000	1 additional double deck bus
4800	1 additional double deck bus
5400	1 additional double deck bus

## Annex C – Affordable Housing Review Process

The Affordable Housing to be provided on Subsequent Key Phases shall comply with the following requirements.

- 1 The amount and tenure of the Affordable Housing to be provided in Subsequent Key Phases shall be agreed or Determined in accordance with the following paragraphs PROVIDED THAT:
  - 1.1 The number of Affordable Housing Dwellings shall not exceed the Policy Target as applied to the Subsequent Key Phase;
  - 1.2 The number of Social Rented Dwellings within each Subsequent Key Phase shall not exceed fifty percent (50%) of the total number of Affordable Housing Dwellings within that Subsequent Key Phase; and
  - 1.3 The Owner secures a pre finance 20% IRR over the lifetime of the Development (“**Target IRR**”).

### Information

- 2 Prior to the submissions of details under Planning Condition 11 in relation to the Subsequent Key Phase the Owner (and for a Subsequent Key Phase with more than 1000 Dwellings upon the Trigger Event referred to in paragraph 3.2.2(C)) will undertake the Review Process below and supply to the Borough Council a viability review of the Development (“**the Review**”) in order to achieve the purpose and outcome in paragraph 3.
  - 2.1 Each financial review will be undertaken on an open book basis produced in Excel or other appropriate format (“**the Model**”) with inputs via Argus Developer or other appropriate format (or both combined) containing information showing evidenced and forecast income and costs over the life of the Development
  - 2.2 The main evidenced and forecast income headings will include but shall not be limited to:
    - 2.2.1 Serviced land sales income (within the Development) and forecast values (including from market evidence based on comparable schemes) for the following categories of development;
      - (i) Market Dwellings;
      - (ii) Affordable Housing Dwellings; and
      - (iii) Commercial and mixed use areas;
    - 2.2.2 Grant funding for Affordable Housing.
  - 2.3 The main evidenced and forecast costs headings will include but not be limited to:
    - 2.3.1 sales expenses
    - 2.3.2 land acquisition price including overages

- 2.3.3 planning and design fees and other project and professional fees
- 2.3.4 Servicing costs including;
  - (i) Infrastructure;
  - (ii) Section 106 costs;
- 2.3.5 other relevant costs including but not limited to:
  - (i) build costs (accompanied by a QS cost report);
  - (ii) the cost of providing bonds/other guarantees and of accessing finance including any Government funding;
  - (iii) estate management.
  - (iv) housebuilder/developer margin;
  - (v) Growth and inflation factors.
- 2.4 Other inputs will include sales and construction timescales, programme and phasing.
- 2.5 Reviews shall be produced in accordance with Royal Institution of Chartered Surveyors (RICS) Guidance Note "Financial Viability in Planning" (August 2012) or any such replacement or successor guidance produced from time to time.
- 2.6 The Review will show an IRR calculated from the net cash flows resulting from the application of the Model but before the inclusion within the Model of the cost of finance (i.e. interest).
- 2.7 Where a higher percentage than the Target IRR is shown, the amount over the Target IRR is termed "**the Excess**".
- 2.8 The Borough Council will enter into a non disclosure agreement with the Owner in relation to the Review and the application of the Review Process in relation to it (save for the outcomes). In return the Owner will in good faith supply the Review on an open book basis.
- 2.9 The Owner will pay to the Borough Council a sum to be agreed up to £20,000 to cover the Borough Council's reasonable costs in its involvement in the Review Process

### **3 Purpose and Outcomes of the Review Process**

- 3.1 The purpose of the Review Process is to agree (or have Determined) an amount (and the tenure) of Affordable Housing up to Policy Target to be provided on the Subsequent Key Phase which will ensure the Owner secures the Target IRR and which if factored into the Model as applied under paragraph 2 would reduce any Excess by 50% (or such lower percentage as is needed to achieve the Policy Target). This will be done by undertaking the following steps at each Review;
  - 3.1.1 Inputting to the Model the evidenced and agreed (or Determined) forecast income and costs assuming nil Affordable Housing for the Subsequent Key Phase under consideration and nil Affordable

Housing for all future Subsequent Key Phases in order to produce the IRR based on those inputs and assumptions; and

3.1.2 Where an Excess is produced from the exercise described in paragraph 3.1.1, including within the Model the amount size and tenure mix of Affordable Housing (on the basis of details to be agreed or Determined as set out in paragraph) which when incorporated as part of the Development would reduce the IRR by the equivalent of 50% of the Excess but subject to the Policy Target as applied to the Subsequent Key Phase and subject to the Social Rent Cap in order to reduce the Excess by 50%

3.2 The detailed outcomes of the Review Process are to be as follows and to be agreed (or Determined) in this order:

3.2.1 an agreed (or Determined) size and tenure mix for the Affordable Housing Dwellings on the relevant Subsequent Key Phase taking account of:

- (i) the need to start the process from the Tenure Mix Starting Point;
- (ii) the need for Affordable Housing within the Borough Council's area at the date of the relevant Review Process;
- (iii) the then current and relevant national and local planning policy on Affordable Housing;
- (iv) the Owner's reasonable and commercially prudent representations as to design, community mix, commercial and other implications of any proposed size and tenure mix;
- (v) the availability of grant funding for Affordable Housing;
- (vi) the provision of Social Rent Dwellings in other Key Phases and the need to observe the Social Rent Cap;
- (vii) the proposed timing for delivery of the Development across the relevant Subsequent Key Phase (including of Affordable Housing);
- (viii) in the case of a supplemental Review Process in circumstances where paragraph 7 within the definition of Key Phase Affordable Housing Delivery Plan applies the need for consistency with and taking account of any Review Process already undertaken in relation to the relevant Subsequent Key Phase and
- (ix) any other material considerations at the time the Review Process is undertaken.

3.2.2 The outcome from 3.2.1 will be:

- (A) an agreed (or Determined) percentage of Affordable Housing Dwellings within the Subsequent Key Phase; and
- (B) an agreed (or Determined) tenure of each of those Affordable Housing Dwellings; and
- (C) for a Subsequent Key Phase with more than 1000 Dwellings the Trigger Event for any supplemental Review Process during the delivery period of the relevant Subsequent Key Phase.

3.2.3 The outcomes from 3.2.1 will be included in the Key Phase Affordable Housing Delivery Plan for the Subsequent Key Phase

#### 4 **Timetable**

4.1 The Review Process will be undertaken by both parties in a timely way so as not to delay the progress of the Development or the Subsequent Key Phase. It may be necessary to allow for outcomes from the School Review Process.

#### 5 **Contributions in Lieu**

5.1 The Borough Council may elect to receive an Off Site Affordable Housing Contribution equivalent to fifty percent 50% of any Excess (subject as paragraph 3.1) in lieu of the provision of Affordable Housing Dwellings on the Subsequent Key Phase (or such pro rated sum as may be agreed) in which case the Owner and the Borough Council will agree or have Determined the timing of the payment of such Off-Site Affordable Housing Contribution

**Annex D - Open Space Delivery Timetable**

<b>Open Space</b>	<b>Dwelling Occupations</b>
<b><u>Open Space</u></b>	
Formal Open Space 1	500
Formal Open Space 2	2500
Formal Open Space 3	5800
<b><u>NEAPs</u></b>	
NEAP 1	1000
NEAP 2	3000
NEAP 3	5000
<b><u>LEAPs</u></b>	
LEAP 1	First Occupation
LEAP 2	500
LEAP 3	1000
LEAP 4	1500
LEAP 5	2000
LEAP 6	2500
LEAP 7	3000
LEAP 8	3500
LEAP 9	4000
LEAP 10	4500

## Annex E - Highways

### PART 1 - HIGHWAYS

Highway Works	Description
<b>Part 1</b>	
Brownsover Road/Boughton Road	Installation of signalisation equipment and alterations to the A426 Boughton Road, Brownsover Road roundabout and/or works in the vicinity to manage traffic to improve its operation in accordance with such scheme of works as the County council shall determine
A426/Avon Mill roundabout (" <b>Avon Mill</b> ")	Improvements at the junction of A426/Newbold Road Roundabout (Avon Mill) and Newbold Road/Hunters Lane and/or works in its vicinity to manage traffic and improve its operation in accordance with such comprehensive scheme of improvements as the County Council shall determine.
Clifton upon Dunsmore Traffic Calming	Traffic management measures within Clifton upon Dunsmore



**PART 2 - HIGHWAY PAYMENT TIMETABLE**

<u>Payment</u>	<u>Relevant Highway Works</u>	<u>Development Unit Occupation Trigger Event</u>
----------------	-------------------------------	--

Payment of £1.7 million in connection with Brownsover Road/Boughton Road payable in 3 instalments as follows:

£550,000	Brownsover Road/Boughton Road	2400
£550,000	Brownsover Road/Boughton Road	2800
£600,000	Brownsover Road/Boughton Road	3200

Payment of £900,000 in connection with Avon Mill payable in 3 instalments as follows:

£300,000	Avon Mill	1530
£300,000	Avon Mill	1850
£300,000	Avon Mill	2230

£200,000	Clifton Upon Dunsmore Traffic Calming	350
----------	---------------------------------------	-----

## **Annex F - Certification Procedure**

The Certification Procedure shall be as follows:-

In relation to each area of Open Space or Community Facility the Owner shall:

- 1 Give written notice to the Borough Council as soon as reasonably practicable following completion of the construction of the Community Facility and/or laying out of the relevant area of Open Space, that the relevant works are complete. The notice shall specify the relevant area of Open Space or Community Facility to which the notices relates and the work carried out to construct the Community Facility and/or layout the relevant area of Open Space.
- 2 the Borough Council shall inspect the relevant area Open Space or Community Facility in the presence of the Owner or its agent within three (3) weeks of receipt of the notification given under paragraph 1 above.
- 3 the Owner shall complete (or procure the completion of) any outstanding works which the Borough Council (acting reasonably) deems to be incomplete or unsatisfactory within one (1) month of receiving the Borough Council's written request or such longer period as may be agreed having regard to the nature of the outstanding works.
- 4 the Borough Council shall re-inspect the further works (if any) in the presence of the Owner (or its agent) within three (3) weeks of receipt of notification from the Owner that the further works have been completed.
- 5 when any area of Open Space or Community Facility is completed to the reasonable satisfaction of the Borough Council, the Borough Council shall issue a Completion Certificate stating that the works have been completed and that the Maintenance Period shall commence during which the Owner shall as required by relevant Obligation in Schedule 5 maintain that area of Open Space or Community Facility and undertake any repairs or renovations required in order to maintain the area of Open Space or the Community Facility to the standard as certified by the Borough Council.
- 6 In the event that the Council fails to inspect within the 3 week period referred to in paragraph 2 or 4 or thereafter fails to confirm what works it considers to be outstanding within 1 week of inspection the area of Open Space or the Community Facility shall be deemed to be completed satisfactorily and the Maintenance Period shall be deemed to have commenced on the expiry of the relevant period.
- 7 On the expiry of the Maintenance Period, the Owner shall notify the Council and submit a Final Certificate in relation to the relevant Open Space or Community Facility

## **Annex G - School – Transfer Terms**

- 1 The transfer shall be of part of the freehold of the Site identified as the relevant School Site subject to any encumbrances on the title to the Site which are then subsisting and enforceable and capable of taking effect against the School Site Land and/or the transferee save as to any financial charges.
- 2 The transfer shall be with full title guarantee and with vacant possession.
- 3 The consideration for the transfer shall be a nominal monetary consideration of a minimum amount of £10 plus VAT if chargeable.
- 4 The transfer shall as appropriate in the circumstances include the grant of non-exclusive rights for the benefit of the School Site Land (and each and every part of it) and any person expressly or impliedly authorised by the transferee to make use of such rights:
  - 4.1 of way, both pedestrian and vehicular, at all times and for all purposes connected with the lawful use of the School Site Land over such parts of the Site as are laid out as roads, footpaths, cycleways and other designated access ways which are intended for use with the School Site Land;
  - 4.2 of services through service media, intended to serve the School Site Land subject to appropriate provisions for rights of relocation (“lift and shift”);
  - 4.3 of support for the benefit of the School Site Land and the buildings and structures to be constructed thereon;
  - 4.4 of entry onto adjoining property comprised in the Site to maintain and repair and replace any service media, such right to be limited to be exercisable only over any land which is not included or intended to be included in the curtilage of any dwelling or other building;
  - 4.5 of use of common parts of private shared areas and designated open spaces to the extent necessary or desirable and appropriate in the reasonably held opinion of either party to the transfer.
- 5 The reservation of rights as appropriate in the circumstances for the benefit of the remainder of the Site taking effect over the School Site Land in like terms, mutatis mutandis, those set out in paragraph 4.
- 6 Covenants restrictive as to use, consistent with the transfer of the School Site Land for its lawful use and which shall limit the use of the School Site Land for the construction of school buildings and related facilities for the provision of publicly funded education and use of such buildings and facilities thereafter.
- 7 A covenant by way of indemnity given by the transferee in favour of the transferor in relation to the future observance and performance of any encumbrances on the title to the School Site Land which are then still subsisting and enforceable and capable of taking effect against the School Site Land and/or the transferee.
- 8 Covenants on the part of the transferor to complete or procure completion of the construction and secure adoption of all roads, footpaths, cycleways and other designated accesses and all service media and open spaces within the Site

which are intended to be adopted as public facilities to be maintainable at the public expense and which benefit the School Site Land.

- 9 Such other provisions as are reasonably and properly required for the good and proper management and maintenance of the Site and the preservation of the appearance of the same.
- 10 An acknowledgement that the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to the transfer and nothing therein shall confer or purport to confer on any third party any benefit or any right to enforce any term of the transfer where, but for such provisions, such benefit or right would come into existence solely by virtue of that Act.
- 11 An agreement and declaration to the effect that the transferee shall not be entitled to any right of light or air in relation to the School Site Land which might in the transferor's reasonable opinion restrict or interfere with the development or user of the Site.
- 12 An agreement and declaration acknowledging that no easement or quasi easement will arise for the benefit of the School Site Land other than rights specifically granted and excluding the creation of any form of implied easement.
- 13 Provisions for a call option enabling the transferor to call upon the transferee to transfer back to the transferor (or whomsoever the Owner shall nominate) for the same consideration and free from all restrictions so that the Owner shall be at liberty to develop the same subject to securing all necessary consents the School Site Land if no construction contract has been signed for the construction of the relevant School within 3 months of the date of the transfer of the land comprised in the School Site Land transfer.

**Annex H - Supplemental Deed**

DATED 2[ ]

---

[ ] (1)

and

[ ] (2)

to

RUGBY BOROUGH COUNCIL (3)

and

WARWICKSHIRE COUNTY COUNCIL (4)

---

**PLANNING OBLIGATION BY UNDERTAKING**

given pursuant to  
Section 106 of the  
Town and Country Planning Act 1990  
relating to land at the  
the former Radio Station Site Rugby

---

THIS PLANNING OBLIGATION BY UNDERTAKING dated  
IS GIVEN BY:

20[ ]

- (1) [ ] (company number [ ]) whose registered office is at [ ] (“the Owner”); [and]
- (2) [[ ] (company number [ ]) whose registered office is at [ ] (“the Chargee”)]

TO

- (3) RUGBY BOROUGH CITY COUNCIL of Town Hall Evreux Way Rugby Warwickshire CV21 2RR (“the Borough Council”); and
- (4) WARWICKSHIRE COUNTY COUNCIL of Shire Hall Warwick Warwickshire CV34 4RL (“the County Council”).

#### RECITALS

- A The Borough Council is the local planning authority for the purposes of this Undertaking for the area within which the Application Site is situated.
- B The County Council is the local highway authority a local planning authority and the local education authority for the purposes of this Undertaking for the area in which the Application Site is situated.
- C The Agreement was completed and the Planning Permission was issued by the Borough Council on [ ] for the Development.
- D The Owner is the freeholder of the Land.
- E The Owner enters into this Undertaking pursuant to Clause 5.3 of the Agreement in order that the Land shall become land to which the Agreement relates subject to the term of the Agreement.

#### OPERATIVE PROVISIONS

##### 1 Definitions

- 1.1 In this Undertaking (unless the context otherwise requires) the following expressions shall have the following meanings:
- “Agreement” means an agreement made pursuant to section 106 of the Planning Act between Rugby Radio Station (General Partner) Limited and Rugby Radio Station (Nominee) Limited as Trustees of Rugby Radio Station Limited Partnership (1) Rugby Borough Council (2) and Warwickshire County Council (3) dated [ ];
- “the Land” means the land shown edged red on the Plan;

“the Plan” means the plan attached to this Undertaking.

1.2 Terms defined in the Agreement shall have the same meaning in this Undertaking and reference shall be had to the Agreement in the interpretation of this Undertaking.

2 **Legal Effect**

2.1 This Undertaking constitutes a planning obligation for the purposes of and is made pursuant to section 106 of the Planning Act to the intent that subject to the terms hereof it will bind the Owner and its successors in title to each and every part of the Land and their assigns as provided in that section but subject to the terms hereof and to the terms of the Agreement.

2.2 This Undertaking will be enforceable by the Borough Council and the County Council.

2.3 This Undertaking takes effect on the date hereof.

3 **Obligations**

3.1 The Owner for itself and its successors in title hereby agree that from the date hereof the Land shall be regarded as part of the Site with the effect that the Obligations within the Agreement shall relate to the Land as if the Site had been extended to include the Land on the date of the Agreement.

3.2 [The Chargee consents to the Owner entering into this Undertaking and it and] any mortgage or chargee acquiring security over any part of the Land following completion of this Undertaking shall be bound by the obligations in this Undertaking and its security shall take effect subject to this Undertaking and so that any person deriving title from them shall be so bound but neither the Chargee nor such mortgagee or chargee shall have no personal liability under this Undertaking in relation to any such part to which its mortgage or charge shall relate unless it takes possession or exercises its power of sale of that part of the Land over which it has the mortgage or charge.

IN WITNESS the Owner has executed this Undertaking as a Deed on the date written above.

EXECUTED AS A DEED by )

[ ] )

in the presence of )

Director

Director/Secretary

[EXECUTED AS A DEED by )  
[ ] )  
in the presence of )

Director

Director/Secretary]



## Annex I – Site Wide Travel Plan

# Rugby Radio Station Limited Partnership

## Rugby Radio Station Urban Extension

**Site Wide Travel Plan**

**December 2013**

## Contents

<b>1</b>	<b>INTRODUCTION.....</b>	<b>1</b>
	Overview .....	1
	Development Proposals .....	2
	Construction .....	3
	Purpose and Scope.....	3
	Structure.....	5
<b>2</b>	<b>EXISTING CONDITIONS .....</b>	<b>6</b>
	Site and Surroundings .....	6
	Rugby Town Centre .....	6
	Surrounding Villages .....	7
	Barby .....	7
	Clifton upon Dunsmore.....	7
	Crick.....	7
	Kilsby .....	7
	Lilbourne .....	7
	Yelvertoft .....	8
	Walking and Cycling Network .....	8
	Public Transport.....	8
	Rail.....	8
	Bus Services.....	9
	Highway Network .....	9
	Strategic Roads.....	9
	Local Roads .....	10
<b>3</b>	<b>OBJECTIVES, BENEFITS AND TARGETS .....</b>	<b>12</b>
	Objectives.....	12
	Benefits .....	12
	Targets .....	13
	Action Targets .....	13
	Aim Targets .....	14
<b>4</b>	<b>MANAGEMENT STRUCTURE .....</b>	<b>15</b>
	Introduction.....	15
	Transport Review Group.....	15
	Travel Plan Manager .....	17
	Occupier Travel Co-ordinators .....	18
	School Travel Plan Champion.....	20
	Travel Plan Funding .....	20

<b>5</b>	<b>SITE WIDE TRAVEL PLAN MEASURES .....</b>	<b>21</b>
	On-Site Amenities .....	21
	Emphasising Sustainable Travel.....	21
	Site-Wide Measures .....	22
	Cycling and Walking.....	22
	Public Transport.....	23
	Public Transport Services .....	23
	Public Transport Infrastructure .....	24
	Information Provision and Marketing .....	24
	Car Sharing .....	26
	Car Clubs.....	26
	Off-Site Links.....	26
	Links to Hillmorton .....	26
	Links to Rugby Town Centre and Rail Station .....	28
	Links to DIRFT .....	29
<b>6</b>	<b>WORKPLACE TRAVEL PLAN MEASURES .....</b>	<b>31</b>
	Measures.....	32
	Occupier Travel Co-ordinator .....	32
	Promoting Cycling and Walking .....	32
	Promoting Public Transport .....	32
	Car Share and Car Clubs .....	33
	Marketing and Awareness .....	34
	Company Policy .....	35
<b>7</b>	<b>SCHOOL TRAVEL PLAN MEASURES .....</b>	<b>36</b>
	Content .....	36
	School Travel Plan Champion.....	36
	Measures.....	37
	Incentives .....	37
	Links to Curriculum .....	38
<b>8</b>	<b>MONITORING AND REVIEW .....</b>	<b>39</b>
	Review Process .....	39
	Review Accessibility.....	39
	Consult with Site Users .....	40
	Undertake Travel Surveys .....	40
	Implementation.....	40
	Monitor and Review .....	41
	Unforeseen Transport Impacts .....	41

**9 ENFORCEMENT AND REMEDIAL ACTIONS ..... 43**

**Site Wide Travel Plan ..... 43**

        Contractual Conditions ..... 43

        Remedial Actions..... 43

**Unforeseen Transport Impacts ..... 44**

**10 TRG DECISION REVIEW MECHANISM ..... 45**

**Figures**

- Figure 1.1 - Site Wide Travel Plan Scope (within text)
- Figure 4.1 - SWTP Management Structure (within text)
- Figure 8.1 - Monitoring and Review Process (within text)

**Appendices**

- Appendix A - Illustrative Masterplan
- Appendix B - Rugby Cycle Guide
- Appendix C - Rail Network Map
- Appendix D - Bus Network Map
- Appendix E - Access and Movement Parameter Plan

# 1 INTRODUCTION

## Overview

- 1.1 Vectos has been retained by the Rugby Radio Station Limited Partnership (RRSLP), the Site Owner, to prepare a Site Wide Travel Plan (SWTP) for the Rugby Radio Station Urban Extension (the Site).
- 1.2 This SWTP is one of a series of documents that have been prepared on behalf of the Site Owner to support an outline planning application for the comprehensive redevelopment of Site. The SWTP sets out the overarching principles to be adopted to promote sustainable travel, including design, along with a range of measures to be considered for full Travel Plans when they are prepared for plots as they are developed.
- 1.3 The RRSLP control covers a total of approximately 2,000 acres and is bounded by the Northampton loop of the West Coast Main Line (WCML) railway to the south-west, Clifton Brook tributary to the north, the M1 motorway to the east and Daventry International Rail Freight Terminal (DIRFT) to the south-east. The A5 runs through the overall land control and forms the boundary between East and West Midlands, Warwickshire and Northamptonshire and Rugby Borough and Daventry District.
- 1.4 The Site that is subject to the planning application is the vast majority of the RRSLP land on the south-west side of the A5 within Rugby Borough/Warwickshire, with the exception of a small area of land forming the interface with DIRFT II Zone 3 in the south-east corner. Existing infrastructure on the Site includes A-Station and C-Station along with numerous masts plus limited vehicular access. From a transport perspective, the Site benefits from an excellent location that allows for an integrated approach to public transport provision through high quality bus services, linking the Site with existing and potential employment areas, Rugby town centre and Rugby railway station. Furthermore, the location adjacent and close to the strategic road network (SRN) enables a large development to be implemented in a manner that includes appropriate access by car but minimises the potential effects on the adjoining built-up areas of Rugby and the local road network.
- 1.5 The vision is to create an Urban Extension to Rugby that reduces the need to travel off-site whenever possible and practicable and that encourages and achieves a modal shift away from the private car for journeys undertaken further afield. The proposals are to provide a

residential and employment led mixed-use scheme with up to 6,200 dwellings and 106,000sqm of employment along with retail, leisure and community uses.

- 1.6 The promotion of sustainable travel is considered key to the successful redevelopment of the Site. However, although the redevelopment will result in significant improvements to walking, cycling and public transport opportunities within the Site and immediate area, measures will need to be put in place to inform and encourage people to travel by sustainable modes.
- 1.7 The Site, which forms an extension to Rugby, will come forward over approximately a 20 year period with individual plots developed as demand dictates. Occupiers of completed buildings will be required to implement Occupier Travel Plan, subject to size and use as set out later in this SWTP.

### Development Proposals

- 1.8 The proposals envisage a residential and employment led mixed-use scheme along with retail, community, education and leisure uses, plus associated facilities, as summarised in **Table 1.1**. A copy of the Illustrative Masterplan is included in **Appendix A**. Car and cycle parking will be provided in line with Rugby Borough Council (RBC) standards.

**Table 1.1: Summary of Development Proposals**

Land Use		Maximum Quantum of Development
Residential		6,200 dwellings
Retail	Food and Non-Food	12,000 sqm
	Financial & Professional	1,100 sqm
	Pub, Restaurant/Take Away	2,400 sqm
Other Uses	Employment	106,000 sqm
	Hotel	3,500 sqm
	Senior School	10,000 sqm
	Primary Schools	10,200 sqm
	Community (including Health)	2,900 sqm
	Assembly and Leisure	3,100 sqm

- 1.9 A pedestrian and cycle route network within the Site will provide links between the various neighbourhoods and connect to routes outside the Site in order to maximise walking and cycling within and around the Site. The proposals include a total of seven vehicular access points, including two junctions on the A5, three on the A428, one on Hillmorton Lane and one running to the north east of the Oxford Canal through to Clifton Road/Butlers Leap.
- 1.10 A Public Transport Strategy has been developed that takes into consideration existing services along with the opportunity to serve existing and future employment at DIRFT.

### **Construction**

- 1.11 The Site is anticipated to be developed over approximately a 20 year period from the initial earthworks through to completion and occupation of the final units. The programme envisages taking initial access from the A428 with connections to the A5 and Clifton Road/Butlers Leap brought forward during later stages. Further details of the proposed construction staging are set out in the Transport Assessment (TA).
- 1.12 The Construction Environmental Management Plan (CEMP) sets out the principles to be adopted by contractors delivering the strategic infrastructure along with those responsible for constructing buildings throughout the Site. The CEMP sets out issues such as routing agreement principles for the delivery and removal of material, working practices along with other practices to minimise impacts associated with the construction.
- 1.13 Contractors will be required to adopt the measures set out in the CEMP along with providing details on routing agreements specific to the plot. The primary aim of the routing agreement will be to avoid inappropriate routes through villages and residential areas.

### **Purpose and Scope**

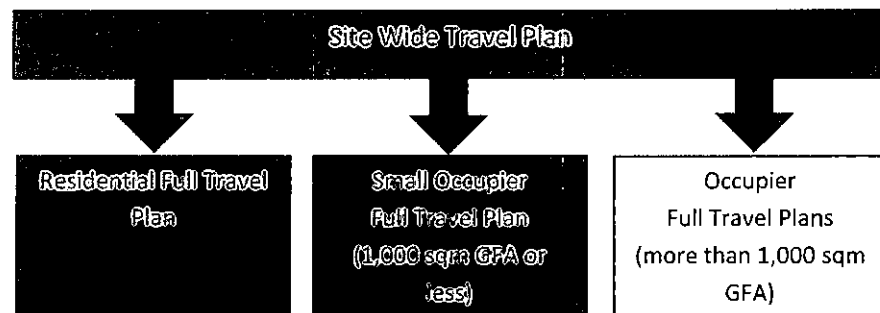
- 1.14 This purpose of this SWTP is to set out an overarching strategy to ensure that travel made by all occupants of the Site is carried out in the most sustainable means possible. The SWTP considers the management and movement of people to and from the Site. As stated above a separate CEMP will be prepared to manage construction traffic.
- 1.15 This document operates at two levels. First, this SWTP acts as the full Travel Plan for the residential element of the development and any small occupiers (i.e. less than 1,000 sqm GFA). Secondly, this document sets out the principles for the Occupier Travel Plans that will



be developed for the main non-residential uses, such as retail, commercial, educational, hotel, health and community elements. This SWTP primarily focuses on the regular users of the Site (i.e. residents, employees and pupils). However, visitors to the Site will also benefit from the SWTP and consideration will be given to visitors and patients within the Occupier Travel Plans.

1.16 **Figure 1.1** below summarises the scope of this SWTP and the relationship between the various Travel Plans. The elements in blue are those that are dealt with by this document. The elements in orange are those Travel Plans that need to be prepared in accordance with this SWTP by the individual Occupiers.

**Figure 1.1 Site Wide Travel Plan Scope**



1.17 The responsibility for developing and progressing the various levels of the Travel Plan are as follows:

- The Site Owner is responsible for preparing, implementing and funding the SWTP;
- Occupiers of individual non-residential plots (greater than 1000 sqm GFA) are responsible for preparing Occupier Travel Plans in accordance with measures set out in the SWTP; and
- Occupiers/tenants are responsible for the implementation and funding of the Occupier Travel Plans.

1.18 The SWTP sets out broad physical measures that will be implemented as part of the development proposals, with Occupier Travel Plans including more detailed management options and measures that relate specifically to various land-uses/occupants.

## Structure

1.19 The remainder of the document is set out as follows:

- **Section 2** sets out the existing situation.
- **Section 3** sets out the objectives and modal share targets for the Site.
- **Section 4** outlines the management structure for the SWTP.
- **Section 5** sets out the Site-wide measures that form the basis of the SWTP and the Residential Travel Plan measures.
- **Section 6** provides the Workplace Travel Plan measures.
- **Section 7** provides the School Travel Plan measures.
- **Section 8** sets out the Monitoring and Review.
- **Section 9** provides details on enforcement and remedial action.
- **Section 10** provides details on the TRG decision review mechanism.

## **2 EXISTING CONDITIONS**

2.1 This section provides a summary of the existing conditions on the Site and surrounding area.

### **Site and Surroundings**

2.2 The extent of the Site is illustrated in **Figure 3.1** of the Transport Assessment (TA). It includes all of the land bounded by the Clifton Brook to the north-west, the A5 to the east, DIRFT I to the south-east and the WCML to the south-west along with the swathe of land parallel and adjacent to the Grand Union Canal between Clifton Brook and Vicarage Hill/Clifton Road.

2.3 There are two buildings on the Site associated with the former radio station (A-Station and C-Station) along with two farm complexes. The largest building, C-Station, which is located broadly in the centre of the Site, is listed and contains a range of redundant radio transmitting equipment.

2.4 Existing pedestrian and cycle access serving the Site is poor due to the historical use of the Site, with little or no formal facilities. The only existing public pedestrian access is located along the northern boundary of the Site in the form of a public access route, which can be accessed from Hillmorton Locks and the A5.

### **Rugby Town Centre**

2.5 Rugby town centre is located approximately 5km to the west of the Site and includes a range of retail, commercial and leisure facilities.

2.6 The majority of the retail offer is concentrated either within the town centre or in the retail parks along the A426 corridor to the north of the WCML. There are currently three large supermarkets serving the town, with Tesco to the north adjacent to the A426, Sainsbury's to the south adjacent to the A426 and the ASDA in the town centre, which has recently commenced trading.

2.7 The majority of the employment areas are located to the north and west of the town centre and include the Swift Valley Industrial Estate west of the A426 Leicester Road, industrial areas adjacent to, and predominantly north of, the railway line and further industrial areas in the vicinity of Bilton. In addition, warehousing currently exists adjacent to the M6 motorway at Junction 1.

## **Surrounding Villages**

- 2.8 There are several existing villages in the vicinity of the Site including Barby, Crick and Kilsby in Northamptonshire and Clifton upon Dunsmore and Lilbourne in Warwickshire.

### **Barby**

- 2.9 Barby is located approximately 4.25km south-west of the Site to the south of the M45. Existing facilities include a church, primary school, post office, public house along with a village shop and two garden centres. It can be reached from the Site via Barby Lane which connects to the A428.

### **Clifton upon Dunsmore**

- 2.10 Clifton upon Dunsmore is located 2.75km north-west of the Site. Existing facilities include a primary school, public house and village shop. The village can be reached from the Site via Lilbourne Lane which connects to the A5.

### **Crick**

- 2.11 Crick is located approximately 4km south east of the Site and on the east of the M1. Existing facilities include a church, post office and primary school plus village shops. Crick can be reached from the Site via the A5 and A428, which passes under the M1 at Junction 18. The A428 was upgraded to by-pass Crick in 2002.

### **Kilsby**

- 2.12 Kilsby is located approximately 3.5km south of the Site. The A5 runs along the eastern fringe of the village with the junction with the A361 in the south-eastern corner of the village. Existing facilities in the village include a primary school, post office and a shop along with two pubs and two churches. Kilsby can be reached from the Site via the A5.

### **Lilbourne**

- 2.13 Lilbourne is located approximately 2.5km north-east of the Site. Existing facilities in the village include a primary school, church, post office and village shops. Lilbourne can be reached from the Site via Hillmorton Lane or Rugby Road, both of which connect to the A5.

## **Yelvertoft**

- 2.14 Yelvertoft is located approximately 4.5km east of the Site. Existing facilities in Yelvertoft include a church, primary school, football club and pub. The village can be reached from the Site via the A428 and Crick Road to the south or via Rugby Road and Yelvertoft Road, both of which are narrow country lanes.

## **Walking and Cycling Network**

- 2.15 There are limited walking and cycle facilities in the immediate vicinity with no existing public access across the Site apart from the public access route which runs from Hillmorton Locks through to the A5. Other footpaths in the vicinity include the towpath adjacent to the Oxford Canal and the footpath which connects Yelvertoft to the A5. There are currently no formal cycleways in the vicinity of the Site.

- 2.16 A copy of the Rugby Cycle Guide is provided at **Appendix B**.

## **Public Transport**

- 2.17 Rugby is well served by public transport with rail services at Rugby station and a network of bus services.

### **Rail**

- 2.18 Rugby railway station is located approximately 4km to the west of the Site and is the station that is most likely to be used by residents and employees of the development because of the services available and its proximity to the Site.
- 2.19 London Midland and Virgin services stop at the station on a regular basis throughout the week, providing connections to destinations such as Birmingham, Coventry, Milton Keynes and Northampton along with destinations further afield such as London and Manchester.
- 2.20 London Midland services operate between London and Birmingham, stopping at numerous stations along the line. The services run along the Northampton Loop of the WCML with a journey time of 38 to 46 minutes to Birmingham New Street, 20 to 25 minutes to Northampton and 100 minutes to London.

- 2.21 Virgin trains operate long distance services from London to Manchester, Liverpool, Wolverhampton, Holyhead and Glasgow, stopping at limited intermediate stations such as Milton Keynes and Coventry. Journey times are quicker than the London Midland service, and are in the order of 36 minutes to Birmingham and 50 minutes to London. The fare structure to London reflects the quicker journey time. A copy of the existing rail network from Rugby Station is included at **Appendix C**.

### **Bus Services**

- 2.22 Bus services within Rugby are typical of market towns throughout the UK, with services operating on a loop pattern connecting outlying residential and employment areas with each other and the town centre. There are 14 services operating within Rugby and the surrounding villages including Routes 3/3A and 11 which operate between Hillmorton and the town centre, along with Route 10 and 96 which operate along the A428 close to the Site. The majority of bus services in Rugby are operated by Stagecoach, some of which are funded by WCC.
- 2.23 Further details are included in the Transport Assessment but will need to be updated as necessary in the future by the Travel Plan Manager. A copy of the existing bus network in Rugby is included at **Appendix D**.

### **Highway Network**

- 2.24 The network of roads in the vicinity of the Site includes higher order roads such as the M1, M6, M45, A5 and A428 along with lower order roads within Hillmorton / Rugby and providing access to nearby villages.

### **Strategic Roads**

- 2.25 The M1 runs in a north/south direction between London and Leeds and has three lanes in each direction as it passes the Site. There are three junctions on the M1 in the vicinity of the Site, with junctions 17 and 19 providing limited access to the M45 and M6 respectively, with all movements permitted at junction 18.
- 2.26 The A5 runs in a broadly south/north direction between London and Leicester and beyond. It varies in width typically with one lane in each direction widening to permit overtaking and increase capacity on the approaches to junctions and through towns. The section that runs

along the eastern boundary of the Site is a straight single carriageway road with one lane in each direction plus a hard shoulder. Lorries often stop on the hard shoulder for long periods including overnight and traffic speeds tend to be high due to the nature of the road. The junction with the A428 Link Road and Danes Way takes the form of a roundabout, with the remainder of the junctions through to the Gibbet Hill roundabout being priority junctions.

- 2.27 The A426 runs in a north/south direction through Rugby linking the M6 in the north (at J20) with the M45 in the south. The section between the Avon Mill roundabout and M6 J1 is a dual carriageway road with two lanes in each direction widening on the approaches to some junctions. The majority of the roads on this stretch are priority roundabouts and there is limited direct access.
- 2.28 The A426 passes under the WCML a short distance to the west of Rugby station as a single carriageway road with one lane in each direction, continuing south via the Russell Heim Way Gyratory towards Dunchurch. The road varies in width, typically with one lane in each direction, and widens on the approaches to junctions, some of which are signalised. The majority of the adjacent development is commercial through the town centre and residential in nature south of the town centre. The A426 is the responsibility of WCC.
- 2.29 The A428 runs in an east/west direction from Northampton in the east, through Hillmorton and Rugby town centre and on to Coventry in the west. The road is typically a single carriageway road with one lane in each direction widening on the approaches to some junctions and permitting vehicles to pass each other at certain pinch-points. The majority of the junctions along the corridor are priority junctions. Within Rugby, there are many residential properties along the A428 that take direct access from the road, particularly east of the town centre.
- 2.30 The A428 is the responsibility of WCC west of Barby Lane and the responsibility of Northamptonshire County Council (NCC) east of Barby Lane.

### **Local Roads**

- 2.31 There is a network of local roads in Hillmorton providing access to residential properties along with schools, shops and small businesses. The roads are all typically single carriageway roads with one lane in each direction plus footways on both sides. The majority of junctions operate under priority control.

- 2.32 Lower Hillmorton Road runs in a broadly east/west direction through the middle of Hillmorton from the junction with Clifton Road in the west through to The Kent in the east. The road itself continues eastwards as The Kent and then Lower Street until the WCML after which it forms Moors Lane. The road is predominantly single carriageway with one lane in each direction with residential properties and parking along both sides. The section between Lovestock Crescent and Linell Road is dual carriageway. Three bus routes operate along Lower Hillmorton Road.
- 2.33 Hillmorton Lane is a single carriageway road with one lane in each direction that connects Clifton upon Dunsmore to Hillmorton. It passes over the Oxford Canal and under the WCML, after which it is known as The Kent. There is no built development adjacent to the road and the section north of the Oxford Canal is relatively steep.
- 2.34 Ashlawn Road is a single carriageway road with one lane in each direction which runs in a broadly east – west orientation from the A428 High Street through to the A426 Dunchurch Road. It forms part of the B4429 and provides access to residential properties and the Ashlawn School at the eastern end. The road is traffic calmed with a 20mph posted speed limit in the vicinity of Ashlawn School.
- 2.35 Kilsby Lane forms part of the B4038 and is a narrow single carriageway road with one lane in each direction linking Hillmorton to Kilsby. The B4038 is known as Rugby Road south of the district boundary and as Main Road as it passes through Kilsby where it connects to the A361.
- 2.36 Moors Lane is a short narrow single carriageway road which runs parallel and to the north of the Oxford Canal from the A428 connecting to Lower Street at the WCML. There are no pedestrian facilities and opposing vehicles are required to give way to each other.
- 2.37 Nortoft Lane is a narrow single carriageway road varying in width typically 3m to 4m and up to 6m in places to allow vehicles to pass. It runs in a broadly north/south orientation between the A428 over the M45 through to Barby.



### **3 OBJECTIVES, BENEFITS AND TARGETS**

#### **Objectives**

- 3.1 Improving the transport choices available to people, rather than focusing on providing for the private car, will lead to a more equitable and sustainable development that provides travel options for all users of the Site regardless of whether or not they own a car.
- 3.2 The transport principles for the Site that reflect sustainable objectives can be summarised as the following:
- Reduce the level of car use, particularly single occupancy car use;
  - Increase the use of sustainable modes of travel; and
  - Reduce the need to travel.
- 3.3 On a more specific level, objectives of the SWTP are to:
- Minimise the impact of the development on surrounding areas;
  - Seek to address problems with infrastructure that may prevent or make unsafe for employees, residents and visitors to use alternative modes of transport to the car; and
  - Ensure that the development does not impact on the safety or amenity of adjacent residents or employees of businesses near the development.

#### **Benefits**

- 3.4 The achievement of the objectives will bring about a wide range of benefits for residents, employees, occupiers and the wider community as set out below:
- 3.5 Employee and resident benefits:
- An excellent opportunity for daily exercise through cycling and walking;
  - The opportunity to save money by using alternative modes of travel to the car; and
  - Improved quality, safety and reliability of journeys to and from work.

### 3.6 Occupier benefits:

- A demonstration of the environmental and safety credentials of the organisation;
- Reduced infrastructure and maintenance costs associated with parking;
- An incentive to recruiting and retaining staff; and
- A healthier and more productive workforce.

### 3.7 Wider community benefits:

- A more measured level of traffic generated by the development and therefore less impact on the highway network;
- Improvements to congestion levels, delay, queuing and safety;
- On-going improvements to air quality and noise; and
- Improvements to cycle and pedestrian routes and public transport services available to the local community.

3.8 The objective is to reduce unnecessary vehicular trips associated with the development and to increase the use of alternative modes of transport, in particular walking and cycling.

## Targets

3.9 The success of the Travel Plan is measured by whether it achieves its objectives through set targets. The targets, which are related to the objectives, can be 'action' targets or 'aim' targets. Action targets set out specific commitments to implement measures within certain timescales to ensure delivery. Aim targets provide numerical goals for modal shift.

3.10 In order to assess whether the Travel Plan is successful in achieving the objectives, a set of targets will need to be agreed with RBC and WCC.

## Action Targets

3.11 An initial list of early actions to be implemented includes the following:

- The Site Owner will appoint the Travel Plan Manager (TPM) at least 6 months prior to the first occupation of the Site, who will act as the Residential Travel Co-ordinator as well as oversee the Occupier Travel Plans;
- The Transport Review Group will be set up prior to first occupation of the Site;

- The Transport Review Group will meet twice a year unless otherwise agreed;
- Occupiers of the non-residential plots greater than 1,000 sqm GFA will appoint Occupier Travel Coordinators within 1 month of occupation; and
- Occupiers of non-residential plots greater than 1,000 sqm GFA will submit full Occupier Travel Plans in accordance with the SWTP to RBC within 3 months of first occupation.

3.12 A detailed Action Plan will be developed by the TPM, which will be submitted to the TRG for review within 6 months of first occupation of the Development. The detailed Action Plan will set out the tasks required to be undertaken in order to implement and manage the SWTP and a timescale will be provided against each action. Occupier Travel Plans will also be required to include an Action Plan.

### **Aim Targets**

3.13 All aim targets will be SMART, that is, **S**pecific, **M**easureable, **A**chievable, **R**ealistic and **T**ime related.

3.14 Mode shift assumptions are provided in detail in the TA, and the following mode shifts (as a reduction in car use) in the network peak periods of 0700-1000 and 1600-1900 are proposed to be set as aim targets for the SWTP (and subsequent Occupier Travel Plans as necessary):

- Residential trips                      12%
- Retail trips:                              5%
- Education trips:                        10%
- Employment trips:                    20%
- Other non-residential trips:        10%

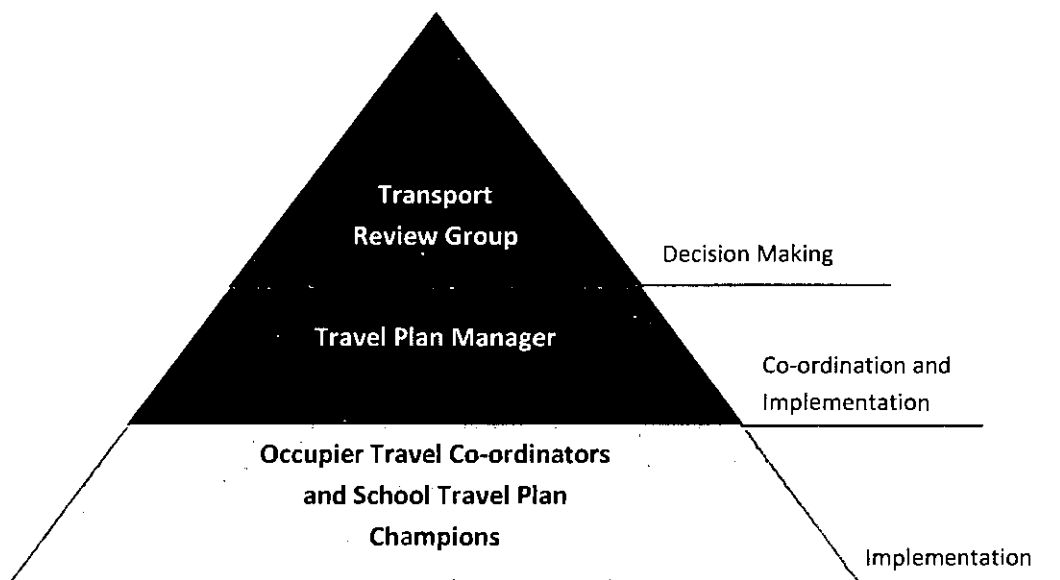
3.15 When the Site starts to become occupied, at an appropriate date to be agreed with WCC, initial travel surveys will be undertaken to determine the actual mode share that is being achieved before travel plan measures are implemented (Year 0 survey). This will form the baseline modal share and will be agreed by the TRG. Measures will be implemented with the aim that the modal shift away from car use assumed within the TA is achieved upon full occupation or after a period of 20 years from first beneficial occupation, whichever is the earlier.

## 4 MANAGEMENT STRUCTURE

### Introduction

- 4.1 This SWTP has been prepared as an over-arching document that sets out the overall travel plan strategy for the Rugby Radio Station Urban Extension development to help promote and encourage more sustainable modes of travel. This SWTP is intended to deliver a high level of proactive management of transport for the development.
- 4.2 This section sets out the proposed strategy for the SWTP and the responsibilities of each stakeholder. The overall management and implementation of the SWTP will be the responsibility of the Site Owner. The management structure is illustrated at **Figure 4.1**.

**Figure 4.1: SWTP Management Structure**



### Transport Review Group

- 4.3 A Transport Review Group (TRG) will be established prior to first occupation with members taken from the key transport stakeholders and the Site Owner (see paragraph 4.5 below).

The scope of the TRG will be as follows:

- Approve the Occupier Travel Plans;
- Receive monitoring reports relating to the implementation of and performance of the SWTP and the Occupier Travel Plans;

- Monitor the effectiveness of the bus services serving the development;
  - Determine the appropriate course of action if targets within the SWTP and Occupier Travel Plans are not met;
  - Consider any proposals put forward by the Site Owner, or other members of the TRG, to improve the achievement of modal share targets using the Travel Plan Contingency Fund;
  - Consider the case for and, if appropriate, approve amendments to, the SWTP and Occupier Travel Plans;
  - Consider the need for any actions to mitigate unforeseen transport impacts of the development identified to the TRG including use of the Unforeseen Transport Impacts Fund; and
  - Consider any proposals put forward by TRG members to amend the trigger points for implementation of Access Works or Off Site Highway Works as set out in the S106 Agreement.
- 4.4 The TRG will meet every 6 months from the inaugural meeting or at a different frequency, if agreed by the TRG. The inaugural meeting will be called by the TPM before first occupation (as defined in the S106 Agreement). The TRG will continue to meet until 5 years after full occupation of the development or until such time that the TRG decides that it has served its purpose.
- 4.5 The TRG members will be (one voting member each unless indicated otherwise):
- TPM;
  - Site Owner members (x2);
  - Highways Agency;
  - Northamptonshire County Council; and
  - Warwickshire County Council.
- 4.6 Representatives of all members must endeavour to attend all meetings (unless otherwise agreed by the members in advance of any particular meeting); however the group shall have a quorum if four or more members attend.
- 4.7 Decisions are to be taken on a majority vote with each member of the TRG present having a single vote. In the event of an even vote causing an impasse, or if a member of the TRG is

aggrieved by a decision, that matter shall be dealt with by the TRG Decision Review Mechanism as set out in **Section 10** of this SWTP.

- 4.8 The TRG shall at all times be free to consult with other relevant authorities and bodies and shall at the election of any member be at liberty to invite persons to attend meetings in a non-voting capacity

### **Travel Plan Manager**

- 4.9 The Site Owner will appoint the TPM at least 6 months prior to the date of first occupation. It is likely to be a full time role as the TPM will act as both the Residential Travel Plan Co-ordinator and oversee the Occupier Travel Coordinators that will be appointed to manage each Occupier Travel Plan. In the event that the TPM resigns or is otherwise dismissed from employment for any reason, the Site Owner will procure the employment of a replacement TPM as soon as reasonably practicable.
- 4.10 Until such time as the TPM is appointed as outlined above, the interim contact details for Travel Plan related queries are as follows:

Ed Whetham  
Horstonbridge Development Management  
6 Amersham House  
Mill Street  
Berkhamsted  
HP4 2DT  
01442 878982  
[ew@horstonbridge.com](mailto:ew@horstonbridge.com)

- 4.11 The main responsibilities of the TPM are set out below and will be reviewed and amended, where necessary, on a regular basis:
- to issue this SWTP to every constituent occupier once known;
  - to provide guidance to, and be the main point of contact for, occupiers of the buildings within the development regarding the preparation of their Occupier Travel Plan (but not to prepare their Travel Plans);

- to help maintain the Site Travel Planning Website to promote more sustainable means of travel, including a car sharing database;
- to liaise and consult with the Occupier Travel Co-ordinators within the development;
- to liaise and coordinate with Travel Co-ordinators, wherever practical, on nearby sites such as at DIRFT, in order to review links and encourage better use of facilities and services;
- to communicate information to Occupier Travel Co-ordinators regarding relevant national, regional and local initiatives related to the promotion of sustainable travel;
- to coordinate the timescales for collection of monitoring data and to provide guidance to Occupier Travel Co-ordinators on arranging travel monitoring surveys;
- to send templates of staff travel survey questionnaires to Occupier Travel Co-ordinators as part of the monitoring system if required;
- to coordinate the collection of annual review reports from the Occupier Travel Co-ordinators;
- to prepare Monitoring Reports as required;
- to be the main contact with the authorities with respect to the SWTP;
- to make recommendations to the TRG for any amendments to the mode share targets;
- to undertake reviews of the SWTP and assess the progress towards achieving mode shift targets; and
- to chair the TRG including calling meetings, setting the agenda (in consultation with other TRG members) and preparing and issuing minutes.

### **Occupier Travel Co-ordinators**

4.12 Occupiers who lease or purchase buildings on the Site will be required to partake in this SWTP as part of the terms of purchase or lease clauses. The requirement to partake will vary according to the scale of the organisation to be commensurate with the use, as follows:

- Small Occupiers (i.e. 1,000 sqm GFA or less) would not be required to prepare an Occupier Travel Plan but would be required to refer to this SWTP for guidance on initiatives and measures. Each organisation would be required to nominate a representative/contact regarding travel-related matters;

- Occupiers of buildings greater than 1,000 sqm GFA will be required to prepare an Occupier Travel Plan in accordance with this SWTP, along with individual initiatives and targets, and appoint an Occupier Travel Co-ordinator.
- 4.13 Prior to taking possession of a building, Occupiers will be contacted by the TPM, who will arrange to meet them and discuss the existence and provisions of the SWTP and to review initiatives and measures.
- 4.14 Within 1 month of building occupation, there will be a requirement for each occupier (greater than 1,000 sqm GFA) to appoint an Occupier Travel Co-ordinator. In the event that the Occupier Travel Co-ordinator resigns or is otherwise dismissed from employment for any reason, the occupier will procure the employment of a replacement Occupier Travel Co-ordinator as soon as reasonably practicable.
- 4.15 Within 3 months of building occupation, the Occupier Travel Co-ordinator will prepare an Occupier Travel Plan and this will require to be submitted to the TRG for approval. The Occupier Travel Plan must accord with the SWTP and have due regard to national Travel Plan guidance and should include appropriate enforcement measures. For example, if the Occupier fails to meet the targets they could be required to submit an action plan to the TRG setting out what they will do to bring the Occupier Travel Plan back on track.
- 4.16 The responsibilities of the Occupier Travel Co-ordinators are set out below. This will be reviewed and amended on a regular basis:
- to prepare the Occupier Travel Plan and submit to the TRG for approval prior to the first beneficial occupation of the building;
  - to liaise with the TPM and the TRG to agree interim and long-term mode shift targets in accordance with the SWTP targets;
  - to liaise with staff in the building to communicate the objectives of the Occupier Travel Plan and encourage staff to take part in the initiatives;
  - to co-ordinate and implement the measures from the Occupier Travel Plan;
  - to undertake monitoring and surveys;
  - to be the main point of contact for all transport issues related to the building; and
  - to encourage employees to travel in a sustainable manner with the objective of meeting the travel plan targets.



## **School Travel Plan Champion**

- 4.17 Each of the proposed schools will appoint a School Travel Plan Champion within 1 month of first occupation. The responsibilities of the School Travel Plan Champions will be the same as for the Occupier Travel Co-ordinators set out above.

## **Travel Plan Funding**

- 4.18 The Site Owner will be responsible for the cost of implementing and administering the SWTP, with individual unit occupiers responsible for the costs of implementing their Occupier Travel Plans.
- 4.19 The Site Owner will fund the TPM until the first buildings are occupied. Consequently the TPM will be funded through a combination of management service charges and the Site Owner until such time there is sufficient development at which time it will be fully funded through the management service charges.
- 4.20 In addition, a Travel Plan Contingency Fund and Unforeseen Transport Impacts Fund will be available for use if certain criteria are met (see **Sections 8 and 9**).

## **5 SITE WIDE TRAVEL PLAN MEASURES**

5.1 This section sets out the measures that will be implemented as part of the design of the Site that will encourage the use of sustainable transport or reduce the need to travel. Whilst the measures set out in this section are aimed at all site users, they are also the proposed residential measures.

### **On-Site Amenities**

5.2 The proposals include the provision of on-Site facilities and services such as schools, health centre, retail and leisure facilities along with employment (further details provided in **Table 1.1** of this SWTP). Therefore, general day to day facilities will be available on-site.

### **Emphasising Sustainable Travel**

5.3 The use of sustainable modes will be promoted through the following elements that will be included within the design and basic infrastructure of the Site (details will be submitted with reserved matters planning applications):

- Home Zone characteristics will be introduced to the residential elements, including reducing the visibility of cars and their role in the street scene where possible.
- Speed limits will be set and traffic calming measures introduced to discourage travel by car.
- Pedestrian and cycle links will be created, linking key destinations with each other on Site and to existing and future destinations external to the Site.
- Bus stops with waiting facilities will be introduced at appropriate locations throughout the Site with the aim of ensuring that all elements are within acceptable walking distances of bus stops.
- Bus stops will be provided with Real-time Information, along with local maps and high quality shelters. Bus priority measures will be introduced at appropriate locations within the Site.
- Safe and secure cycle parking will be provided in appropriate locations in accordance with Rugby Borough Council standards.
- A network of footpaths and footways, connecting the various land-uses with each other and to existing facilities adjacent to the Site. The Access and Movement Parameter Plan, submitted with the planning application, highlights the main routes through and

within the site, both as part of the street network but also in the form of strategic footpath connections. A copy of the Parameter Plan as submitted is included in Appendix E.

- Electric Vehicle Charging Points will be provided throughout the Site. This in effect will future proof the Site and enhance its green credentials.
- Site-wide route finding infrastructure, to enable straightforward pedestrian wayfinding – to include map displays and signage.

### **Site-Wide Measures**

- 5.4 The SWTP sets out measures considered appropriate for the Site as a whole, including setting up a Car Sharing scheme along with the dissemination of material as set out below.

### **Cycling and Walking**

- 5.5 The proposals include a network of footpaths and cycleways along with cycle parking and crossings.
- 5.6 Pedestrian footways will be provided adjacent to all of the roads at a minimum width of 2m with wider footways in areas of high pedestrian volumes. In addition, pedestrian footpaths will be constructed between individual development plots to encourage walking as a meaningful mode of transport.
- 5.7 Footpaths and cycleways will be constructed along key desire routes between land uses to ensure that walking and cycling are considered as a real choice. The routes will be lit with appropriate security levels.
- 5.8 Pedestrians and cyclists will be given priority wherever possible over all other forms of traffic with crossing facilities taking the form of signalised crossings, Zebra crossings or shared surfaces depending on the location and volumes. Details will be submitted with reserved matters planning applications setting out locations and type of crossing facilities.
- 5.9 Cycleways will be provided either as shared facilities (with pedestrians or in bus lanes) or as dedicated facilities. Cycle parking will be provided in key locations in accordance with minimum standards as set out in relevant Rugby Borough policy guidance. Cycle parking will also be provided within public areas for general use and within individual plots as these are developed out.

- 5.10 Developers of individual plots will submit details with reserved matters planning applications identifying the numbers and locations of cycle parking along with links to walking and cycling facilities.
- 5.11 Cycle lanes will be created alongside all major roads, either on-street or dedicated off-street, and along key desire lines either as shared or dedicated facilities, with cyclists given priority over motorised traffic. Crossing facilities will be provided either as part of signalised junctions or signalised Toucan Crossings, with details submitted with reserved matters planning applications.

### **Public Transport**

- 5.12 Key to the success of the redevelopment of the Site is the delivery of a sustainable public transport package. A strategy has been developed with the aim of forming a package of measures to serve the Site as it is developed and deliver appropriate levels of public transport accessibility. However, as the Site is to be developed over a 20 year period, it is important to maintain flexibility to ensure that the strategy can adapt to changing circumstances.
- 5.13 The strategy also envisages that services could be extended and/or diverted into DIRFT III as those proposals are developed out

### **Public Transport Services**

- 5.14 The strategy envisages the introduction of new routes through the Site connecting it with DIRFT and Hillmorton along with Rugby town centre and railway station. The agreed strategy is based on increasing the frequency of existing services close to the site (the 10 and 96 routes) through the introduction of new buses to reach a 15 minute frequency past the site on the A428 before occupation of 1,000 dwellings.
- 5.15 Thereafter, new buses will be introduced on new routes at regular intervals in accordance with the S106 Agreement, primarily to link the site with Hillmorton and beyond to Rugby town centre via the new link road once available. The exact details of these routes will be agreed by TRG members and react to site specific demands whilst taking account of opportunities to serve nearby areas and maximise patronage levels.

- 5.16 For example, the introduction of new buses will take account of routes and services introduced as part of the adjacent DIRFT III development to ensure that links between the sites are well catered for as well as ensuring that buses are appropriately sized and not overlapping, e.g. where one service would be most appropriate.
- 5.17 Furthermore, the new routes will need to take account of the way in which access is provided to both the A428 and the A5 as the site is built-out.
- 5.18 The services would generally operate between 05:00 and 23:00 each weekday subject to there being appropriate demand. It is envisaged that around 4 to 6 buses per hour would be available (upon completion of the Development) during the early morning and late evening (subject to demands), with 6 to 8 buses per hour during the day and rising to around 10 buses per hour at peak times.
- 5.19 The routing and frequency of services along with size of buses will be reviewed on an ongoing basis throughout the build programme with the aim of ensuring that the bus service provision meets the needs of the development. **Section 9** of this SWTP sets out mechanisms to be implemented if the mode share targets are not met.

### **Public Transport Infrastructure**

- 5.20 The proposals include the creation of a highway network with primary links to the A5, A428 and Clifton Road/Butlers Leap, along with secondary connections to development plots. Bus priority measures will be introduced wherever practical and necessary within the Site to ensure that buses have priority over general traffic. The measures will be reviewed on an ongoing basis throughout the build programme with changes made as and when necessary.
- 5.21 Bus stops will be located at key locations throughout the Site, initially with new stops on the A428 adjacent to the site access junctions, with the objective that no individual plot should be more than around 400m from a bus stop. The stops will be constructed to include shelters along with Real Time information to the appropriate standard.

### **Information Provision and Marketing**

- 5.22 Key to the success of the SWTP will be the marketing strategy and information provision to ensure that people are aware of the opportunities to hand. Information will be disseminated through the following channels:

- Community notice boards;
- Bespoke public transport / walking / cycling / community guides created specifically for the development;
- Welcome packs (tailored for employees and residents) which will contain information on the Travel Plan and sustainable travel;
- Travel Awareness initiatives and events in conjunction with the Local Authority; and
- Community / development website detailing travel options.

5.23 Types of information:

- Public Transport timetables, infrastructure locations and telephone enquiry lines;
- Taxi numbers;
- Community Guides about facilities and services on or near the development;
- Details of local cycle shops (such as Paddox Cycles [www.paddoxcycles.co.uk](http://www.paddoxcycles.co.uk) and Thorntons Cycle Centre [www.thorntonscyclecentre.co.uk](http://www.thorntonscyclecentre.co.uk)) and other links providing advice on basic cycle maintenance;
- Car sharing details;
- Travel Planning websites and contact details;
- Information on home shopping websites.

5.24 This SWTP document will be given to all Occupiers to be used to form the basis of all Occupier Travel Plans. It will be the responsibility of Occupiers to fund the preparation of the Occupier Travel Plan, implementation and ongoing activities. Importantly any documentation will be produced with consultation from the TPM.

5.25 The Welcome Pack will be produced based on the information in this document with updated as appropriate. The Welcome Pack will include public transport routes/timetable information as well as suggested walking and cycling routes. Locations of accessible public transport for the mobility impaired would also be included. The Welcome Pack will be distributed to all new households and employees. This document will be reviewed and updated on a regular basis and consequently reissued if deemed necessary.

5.26 Communal notice boards throughout the Site will also be provided and would allow for continued promotion of the SWTP. All notice boards will have a similar layout and content so that they become familiar and accessible to people visiting the various land uses. The

notice boards will contain up-to-date public transport information and information detailing cycling and walking opportunities. A community website will also be established which will provide up to date electronic information to residents, employees and users of the Site on sustainable travel.

### **Car Sharing**

- 5.27 Car Sharing is an excellent way to reduce the number of vehicular trips and the number of single occupancy vehicle trips. The Site Owner will set up a Site Wide Car Sharing scheme within 6 months of the first occupation; it is anticipated that the scheme will be an online service through existing facilities such as liftshare.com which would enable people from surrounding areas to benefit.
- 5.28 The car share scheme will be advertised and promoted through the various proposed methods of communication (i.e. community website, Welcome Packs and notice boards).

### **Car Clubs**

- 5.29 Car Clubs make car ownership unnecessary and are a good way of reducing the number of cars on the development amongst residents and employers alike. There are a number of commercial companies operating Car Clubs throughout the UK, including City Car Club, Co-Wheels and Zipcar, along with a growing number of Community Car Clubs. There are currently no Car Clubs operating in Rugby. The Site Owner will enter into discussions with commercial operators with a view to establishing the potential for the provision of a Car Club on the Site and will also investigate the options for creating a Community Car Club.

### **Off-Site Links**

- 5.30 Sustainable off-site links will be provided in the form of bus services, footpaths and cycleways linking the Site with DIRFT and Hillmorton along with Ruby town centre.

### **Links to Hillmorton**

- 5.31 Hillmorton is the closest existing conurbation to the Site being immediately to the south-west of the WCML and is accessible on foot, by bicycle and by public transport.

### On Foot and by Bicycle

- 5.32 There are existing routes under the WCML in the vicinity of the Site in addition to the A428 and Hillmorton Lane, one via Moors Lane and the other via Hillmorton Locks. The proposals include retaining these accesses broadly in their existing form albeit improved for pedestrians and cyclists with further details as set out below.

#### *Via Moors Lane*

- 5.33 Moors Lane is a narrow single track road that runs between the A428 (a short distance to the east of the point it passes under the WCML) and Lower Street in Hillmorton.
- 5.34 From the A428 the road runs along the north-eastern side of the Oxford Canal and then continues via a hump-back bridge over the Oxford Canal and under the WCML into Hillmorton. Forward visibility is generally poor and pedestrian facilities are virtually non-existent at the point where Moors Lane passes over the Oxford Canal via a hump back bridge. There are no footpaths adjacent to Moors Lane east of the WCML, although both traffic and pedestrian volumes are very low.
- 5.35 The proposals include closing Moors Lane to motorised traffic at the A428 (a short distance to the north of the existing residential property on the corner) and to the north of the WCML at the western end (thus allowing continued vehicular access to the existing Network Rail compound), effectively diverting Moors Lane to intersect with the Site internal highway network. Further improvements to the western section of Moors Lane under the WCML could include additional street lighting along with CCTV and appropriate security enhancements, and could be secured through legal agreements if necessary.

#### *Via Hillmorton Locks*

- 5.36 Hillmorton Locks is a conservation area located a short distance to the east of the WCML at the western corner of the Site. The area comprises a few residential properties along with a public house and several canal related commercial properties.
- 5.37 Hillmorton Locks is accessed from Hillmorton by travelling along Brindley Road which passes under the WCML and then along The Locks over the Oxford Canal. There are footpaths adjacent to these roads that connect to the network within Hillmorton and Rugby. There is



an existing public access route (WCC has indicated that it is an E class road) that runs along the north-western boundary of the Site, connecting Hillmorton Locks to the A5.

- 5.38 The proposals include connections to the existing route that runs along the north-western boundary of the Site along with facilitating connections to existing footways from the Site to create a seamless network of footpaths and cycleways within the area. Connections are not proposed for motorised traffic via Hillmorton Locks.

#### By Public Transport

- 5.39 As set out earlier in this Section, the proposals include the potential diversion and extension of existing bus services along with the introduction of new routes, which will connect the Site to DIRFT and Rugby town centre. It is anticipated that a number of these bus services will pass through Hillmorton.

#### **Links to Rugby Town Centre and Rail Station**

- 5.40 Rugby town centre and railway station are approximately 5.25km and 4.5km respectively from C-Station. The Development proposals include the creation of a network of footpaths and cycleways within the Site along with a 3m wide shared facility adjacent to the link road connection to Clifton Road/Butlers Leap as well as potential contributions to improve existing facilities within Hillmorton.

#### On Foot and by Bicycle

- 5.41 Given the distances there is unlikely to be a high number of journeys between the Site and town centre or railway station on foot. However, the network of footpaths will enable people the opportunity to walk.
- 5.42 The distances are only just beyond the 5km recommended cycle distance but are still considered acceptable for cycling with people being able to use the relatively lightly trafficked roads in Hillmorton or the new link road to reach Rugby town centre and railway station.

#### *Rugby Town Centre*

- Via existing links under the WCML (to be improved as set out earlier) and along Lower Hillmorton Road into Clifton Road/Church Street; or

- Via the new link road and then along Butlers Leap and Mill Road, under the WCML at Rugby railway station and along Murray Road; or
- Via the new link road and then along Clifton Road and over the WCML and into Church Street.

#### *Rugby Railway Station*

- Via existing links under the WCML (to be improved as set out earlier) and along Lower Hillmorton Road into Murray Road; or
- Via the new link road and then along Butlers Leap into Mill Road to the railway station.

#### By Public Transport

- 5.43 The public transport strategy envisages a total of three bus routes passing through the Site created through the potential extension and diversion of Route 96 along with the introduction of new services. The routes will enable people to travel between the Site and town centre or railway station in 10 to 15 minutes depending on the time of day and origin and destination of the journey.

#### **Links to DIRFT**

- 5.44 There are existing footpaths within DIRFT I but there are no connections to Rugby, with pedestrians required to use the soft verge and cyclists using the main carriageway.
- 5.45 DIRFT II, immediately south-east of the Site, includes the provision of new footpaths connecting to existing facilities at DIRFT I. Construction of DIRFT II is currently underway, with new buildings already occupied to the south of the A428.
- 5.46 The proposals for the remainder of the former Radio Station, known as DIRFT III, include a replacement Rail Freight Intermodal Terminal along with up to 714,000sqm of distribution warehousing plus associated infrastructure, which will include a network of footpaths and cycleways and connections to existing facilities.

#### By Foot and Bicycle

- 5.47 The proposals associated with the Urban Extension are to construct a 3m wide shared footway/cycleway along the northern side of the A428 within existing public highway and land within the control of the RRSLP to improve connectivity between Hillmorton/Rugby and

DIRFT I & II and the Site. The Route will be lit with crossing facilities over existing and new roads as appropriate.

- 5.48 There are currently no formal pedestrian or cycle links across the A5 due to the nature of the road along with the nature of the existing development. Allowances have been made for pedestrian and cycle facilities to be provided within the new junctions on the A5 to link to the DIRFT III proposals.

## **6 WORKPLACE TRAVEL PLAN MEASURES**

6.1 Workplace Travel Plans (part of the Occupier Travel Plans) will cover the following land uses where appropriate (i.e. in relation to the size of the use) :

- Retail;
- Office;
- Health; and
- Hotel.

6.2 All buildings that fall within the above land uses and are greater than 1,000sqm GFA will be required to prepare and implement a Workplace Travel Plan.

6.3 There are a wide range of possible initiatives and measures that can be implemented within a workplace. These include:

- Parking limited and allocated on need basis, using permits or parking schemes where parking permission is earned;
- Interest free loans for season tickets;
- Information provision through induction packs;
- Pool cycles for use for business related travel;
- Bicycle User Group;
- Improved cycle parking provision;
- Alternative working practices such as home working, teleconferencing and flexi-time;
- Car sharing; and
- Car clubs, as alternatives to fleet ownership and promoted to staff for use at lunchtimes etc.

6.4 The measures that are implemented for each Workplace Travel Plan will be based on the SWTP. However each Travel Plan will need to be tailored to individual company policy and requirements.

## **Measures**

### **Occupier Travel Co-ordinator**

- 6.5 As set out in Section 3 each Occupier will appoint an Occupier Travel Co-ordinator within 1 month of first occupation. The role of the Occupier Travel Co-ordinator is set out in **Section 4** and will be part-time, with a fluctuating workload throughout the duration of the Travel Plan. The Occupier will make sure that the Occupier Travel Co-ordinator will have enough time to undertake their duties. The staff member appointed will need to be at a senior enough level to effectively communicate with management within their organisation regarding the Travel Plan. The funding of each Occupier Travel Co-ordinator is the responsibility of the Occupier.

### **Promoting Cycling and Walking**

- 6.6 The following could be implemented by employers to promote the use of cycling and walking for the journey to work:
- Setting up a Bicycle User Group (BUG) – this could be achieved more effectively at a site-wide level. The TPM should be consulted on this matter and if there are sufficient Occupiers interested in a BUG then it will be led by the TPM.
  - Ensure that lockers, showers and changing facilities are provided as part of the initial construction.
  - Join the Government's Cycle to Work Scheme so that staff can purchase cycles and safety equipment tax free.
  - Organise social lunchtime or after work walks or cycle rides.
  - Organise cycle training for those that are interested – again this could be more effective at a Site-wide level for employees. The individual Occupiers would need to fund any cycle training but if there are sufficient Occupiers interested in cycle training then it could be co-ordinated by the TPM.
  - Promote healthy lifestyles and the benefits on health of walking and cycling.

### **Promoting Public Transport**

- 6.7 The main objections that people have to public transport are common misconceptions of cost and reliability. Both of these are issues that can be overcome with a strong marketing

campaign that highlights the benefits of modern public transport. The following could be implemented by employers to promote the use of public transport for the journey to work:

- Advertise existing bus and rail services (notice boards, website, information packs);
- Let employees know the real cost of travelling on public transport, for example monthly or annual tickets;
- Let people know the personal benefits of leaving their car at home such as saving money and time;
- Identify any gaps in the public transport network from key locations to your site and communicate these to the TPM. These can then be considered in the review of the public transport strategy;
- Consider offering rewards to staff who use public transport such as financial reward in lieu of a car parking space or staff who use the bus or train can be awarded points which can be exchanged for benefits;
- Consider offering interest free salary loans for rail/bus season tickets, payable over 12 months, which will make public transport more affordable to staff.

### **Car Share and Car Clubs**

6.8 Occupiers should encourage staff to car share or use Car Clubs for any work related travel that requires the use of a vehicle. The Site-wide Car Share scheme will be marketed by the TPM to employees, with the assistance of the Occupier Travel Co-ordinators, to encourage car sharing for the journey to work. The use of the community website, notice boards and the Welcome/Induction Pack will be used to promote the Car Share scheme.

6.9 Occupiers will investigate the possibility of offering incentives for staff to join, although their ability to do this will vary across Occupier. Further measures and incentives include, but are not limited to:

- Guaranteed ride home if ride falls through;
- Preferential parking for car sharers; and
- Coffee mornings to help meet potential car shares.

## **Marketing and Awareness**

- 6.10 All employees will be made aware of the existence of the Workplace Travel Plan at the commencement of their employment. The details of the Travel Plan, its objectives in enhancing the environment and the role of individuals in achieving the objectives of the Travel Plan will be explained.
- 6.11 Contact details of the Occupier Travel Co-ordinator will be advertised in the event that employees wish to discuss specific matters directly.
- 6.12 Introduction of an employee Welcome/Induction Pack. This will contain Travel Plan and sustainable transport information and any other relevant transport information. In addition, the Travel Plan will be added to the agenda for all employee induction sessions.
- 6.13 A formal launch of the Travel Plan accompanied by the above mentioned travel information packs for all existing employees will be done within three months of the opening of the unit.
- 6.14 The following will be used as a means of disseminating information to employees to promote events / campaigns / promotions / services / initiatives:
- Employee notice boards;
  - Employee Newsletters; and
  - Welcome/Induction Packs.
- 6.15 Visitors or customers, where appropriate will receive sustainable travel and other information via the introduction of travel information boards and the company website. Information will include bus maps and timetables, general location and amenity maps, showing cycle lanes and rail stations.
- 6.16 The Occupier Travel Co-ordinator, along with the TPM from a Site Wide context, will liaise with Travel Awareness officers at WCC to get ideas for awareness raising events and initiatives and the possibility of working with the officer on projects sponsored by the Council that are specific to the development.
- 6.17 Bespoke events or participation in national and local event for specific campaigns will also form a central role in raising awareness of travel options such as National Bike Week or Walk to work Week.

### **Company Policy**

6.18 Each employer will also need to specify what, if any, company policies exist that promotes the use of sustainable transport. For example:

- The availability of interest free loans for cycle or season public transport tickets;
- Mileage allowance for the use of bicycle on company business; and
- The availability of Cycle Scheme for employees (tax free cycle purchase).

6.19 If these types of incentives are not present, where possible the Occupier Travel Co-ordinator will investigate the possibility of implementing them.



## **7 SCHOOL TRAVEL PLAN MEASURES**

7.1 The proposals include one senior and three primary schools catering for the needs of the Site as it is developed out. This Section sets out potential travel plan measures to be included in the School Travel Plans (also part of the Occupier Travel Plans).

### **Content**

7.2 The document will contain the following information:

- Pupil and teacher survey results;
- Analysis of problems and issues on the journey to school;
- Evidence of consultation and involvement;
- Objectives such as to reduce the number of car journeys, encourage more walking and cycling, improve physical fitness and independence;
- Targets (aim and action) including an action plan;
- A list of those responsible for implementation of the plan;
- A list of measures, including highway schemes, necessary to encourage walking and cycling and to discourage unnecessary car use;
- Funding needs;
- Curriculum links;
- A commitment to participation in campaigns such as walk to school week;
- A programme for monitoring progress in achieving the targets; and
- A programme for marketing the plan to parents, teachers, pupils and local residents.

### **School Travel Plan Champion**

7.3 School Travel Plans succeed because of the determination and imagination of keen individuals championing the need for healthy and safe ways to get to school. The champion is often the driving force for change; the person who raises awareness, or persuades others, or attracts publicity.

7.4 A School Travel Plan Champion will be appointed by each school within 1 month of first occupation. The responsibilities of the School Travel Plan Champion are set out in **Section 4**.

## Measures

7.5 The School Travel Plans should include a mixture of promotional initiatives and physical measures. For example:

- A Walking Bus;
- Walking Buddies;
- Walk on Wednesdays / Walk Once a Week;
- Walk to School Week / Month promotions;
- Other national / local events such as National Bike Week;
- A Park-and-Stride;
- Cycling parking ;
- Road safety and cycle proficiency training;
- Lockers for books and equipment;
- Car Sharing (for Staff, Pupils and Governors);
- Assembly Points (for Parents and Escorts);
- Providing loans for season travel passes for staff;
- School website to contain sustainable transport information;
- Set up a sustainable transport committee with students and teachers; and
- Safer Routes to School and other engineering measures, 20 mph zones, aimed to control congestion outside the school and the surrounding area during the school run times.

7.6 Measures to be implemented as part of the School Travel Plan will be presented in an Action Plan format. Each measure will relate to the individual objectives and targets identified by the School and each will include a timeframe for implementation.

## Incentives

7.7 In order to encourage travelling by sustainable modes, the Schools Champion should consider running schemes to reward children travelling to school by sustainable modes. In some schemes, points are allocated to each child, and build towards stickers, which in turn build towards prizes. In other schemes, the whole class earns points and the class with the highest level of walking receives a trophy. Some schemes combine incentives for both individuals and classes. Parents will be made aware of the scheme through a letter home.

## Links to Curriculum

7.8 Below are some ways in which the School Travel Plan could be incorporated into class work:

- Pupils could be involved in the initial school travel survey, site and local route network audit, analysis and design of the routes and facilities;
- If the school has access to GIS software this could be used to draw the local routes directly onto the screen;
- Use the internet for research and to find case studies; and
- Once the plan is complete, pupils could be involved in the monitoring process. The responsibility for surveys could be rotated every term to different classes. Pupils could organise the surveys, analyse and display the results.

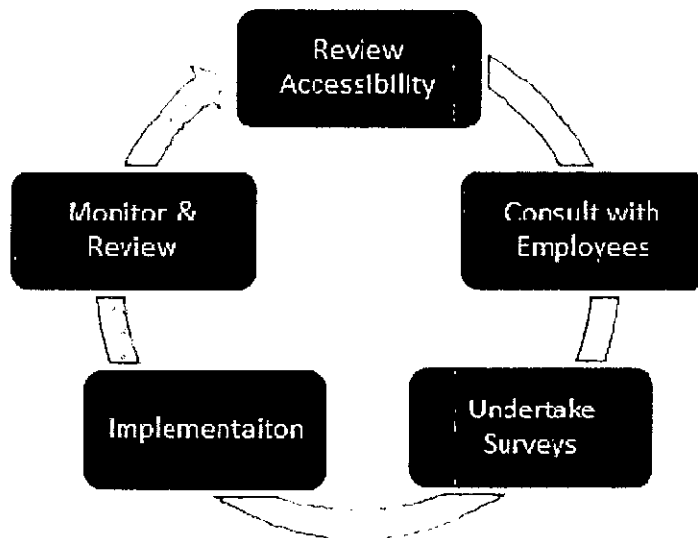
## 8 MONITORING AND REVIEW

- 8.1 The SWTP will require monitoring, review and revision to ensure it remains effective. All monitoring will be the overall responsibility of the Site Owner but will be led by the TPM in liaison with the Occupier Travel Co-ordinators and School Travel Plan Champions. Monitoring and review of the SWTP will be undertaken in consultation with the TRG.
- 8.2 Monitoring will follow best practice guidance where appropriate with reference to the Department for Transport (DfT) document, 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process' (April 2009).

### Review Process

- 8.3 The monitoring and review process is illustrated at **Figure 8.1** and discussed in the following paragraphs.

**Figure 8.1 –Monitoring and Review Process**



### Review Accessibility

- 8.4 The first step in the monitoring and review process will be to review the accessibility of the Site in terms of access to all modes of travel, including public transport, walking cycling and journeys by car (car sharing and single occupancy). This information will then be drawn together into a report in order to target where improvements would be beneficial.

### **Consult with Site Users**

- 8.5 Consultation is key to a successful Travel Plan and gaining the buy in of users of the Site will be an essential element. The second stage of the monitoring and review process will ensure that users of the Site (i.e. residents, employees, pupils etc) are consulted appropriately. The TPM, Occupier Travel Co-ordinators and School Travel Plan Champions will develop a consultation strategy to promote the concept of a Travel Plan and will seek to develop a set of common objectives to achieve the requirements of this SWTP. The TPM will oversee this stage of the process with individual Occupier Travel Co-ordinators and School Travel Plan Champions consulting on a unit by unit basis.

### **Undertake Travel Surveys**

- 8.6 Initial surveys will be undertaken to establish existing modes of travel, attitudes towards sustainable modes of travel. The TPM will oversee this stage of the process and collate information provided by Occupier Travel Co-ordinators and School Travel Plan Champions who will undertake surveys on a unit by unit basis. The initial surveys (Year 0) will be undertaken when sufficient people are using the Site to provide meaningful results, as agreed by the TRG.
- 8.7 The initial surveys will be used to establish the baseline mode share.
- 8.8 Further surveys will be undertaken on an annual basis or at a different frequency if agreed by the TRG. Surveys will focus on the following aspects, with details and contents of each survey to be agreed through the TRG:
- Monitoring the occupancy/utilisation of car and cycle parking;
  - Monitoring the uptake of car sharing through the Car Share Website;
  - Monitoring use of car share spaces;
  - Patronage of bus services; and
  - Travel questionnaires.

### **Implementation**

- 8.9 This stage of the monitoring and review process refers to the implementation of the SWTP. This stage will be informed by the previous three stages and will seek to implement the measures to achieve the targets and objectives of the SWTP. The TPM will drive forward this

stage of the process, assisted by the Occupier Travel Co-ordinators and School Travel Plan Champions.

### **Monitor and Review**

- 8.10 The TPM will produce an annual monitoring report which will demonstrate the extent to which the agreed full occupancy mode share targets are on track to being achieved. The monitoring report will include the results of the travel surveys undertaken.
- 8.11 The TRG will review the monitoring reports and determine if:
- The SWTP is meeting or on track to meet the full occupancy mode share target and no amendments to the Action Plan or individual unit mode share targets are required;
  - The SWTP is not on track to meet the full occupancy mode share target but it is considered that no further action should be taken either because there are remedial actions already in train or because any reasons for divergence from the likely achievement of the full occupancy mode share target are considered reasonable and legitimate.
  - The SWTP is not on track to meet the full occupancy mode share target and the TRG considers that remedial measures are necessary and that the Travel Plan Contingency Fund should be used to implement additional measures. In this case the remedial actions set out in **Section 9** will be undertaken. In coming to this decision the TRG will take into account whether a particular occupier (or occupiers) are failing to make appropriate efforts to comply with the objectives and targets set out in their Occupier Travel Plan in accordance with the S106 Agreement and therefore whether that occupier (or occupiers) needs to be targeted to improve their performance before the Travel Plan Contingency Fund is used. If the TRG subsequently considers that the Travel Plan Contingency Fund is needed then any measures implemented using the fund should have the objective of allowing occupiers to better meet their individual Occupier Travel Plan targets.

### **Unforeseen Transport Impacts**

- 8.12 If any members of the TRG consider that funding of improvement works is required as a result of any unforeseen transport impacts arising from the Urban Extension development that member shall then prepare a written report and submit it to the TRG. The details of

such improvement works are to include cost estimates and justification for the need for the works based on any material change in the transport conditions compared with that presented in the Urban Extension Transport Assessment. The TRG will decide if the impact is such that the Unforeseen Transport Impacts Fund should be used to mitigate the impact. If they decide that this Unforeseen Transport Impacts Fund should be used then the potential measures set out in Section 9 at paragraph 9.9 will be undertaken as necessary.

## **9 ENFORCEMENT AND REMEDIAL ACTIONS**

9.1 This section provides a summary of the mechanisms that will ensure compliance with the SWTP and the consequences of unforeseen transport impacts being identified.

### **Site Wide Travel Plan**

9.2 Enforcement of the SWTP is considered under the following headings:

- Contractual Conditions; and
- Remedial Actions.

### **Contractual Conditions**

9.3 The Site Owner will use contractual conditions wherever possible to ensure compliance with this SWTP by the future occupiers of the development.

### **Remedial Actions**

9.4 Should the TRG determine that the full occupancy mode share targets are not being met or on track to be met and remedial measures are required, then the Site Owner will propose measures to improve the achievement of the targets. The proposal will include the estimated cost of implementing the measures. The proposals will be presented to the next TRG meeting or earlier if required by the TRG.

9.5 If the TRG agree with the remedial measures proposed by the Site Owner, the TRG will authorise expenditure from the Travel Plan Contingency Fund up to the estimated cost of those measures.

9.6 Potential measures that the Travel Plan Contingency Fund could be spent on are:

- Improved bus services (funding to be potentially over and above any other contribution as set out in the S106 Agreement);
- Enhanced pedestrian and cycle routes;
- Additional education and publicity;
- Additional promotion (e.g. of car sharing); and
- Incentive schemes.



## **Unforeseen Transport Impacts**

- 9.7 Should the TRG determine that an unforeseen transport impact has arisen and mitigation measures are required, in line with the requirements set out in Section 8, then the Site Owner will propose measures to mitigate the impact. The proposal will include the estimated cost of the mitigation measures. The proposals will be presented to the next TRG meeting or earlier if required by the TRG.
- 9.8 If the TRG agree with the mitigation measures proposed by the Site Owner the TRG will authorise expenditure from the Unforeseen Transport Impacts Fund to allow implementation of those measures.
- 9.9 Potential measures that the Unforeseen Transport Impacts Fund could be spent on are:
- Traffic Regulation Orders;
  - Banned movements;
  - Banned HGV movements;
  - Amended junction layouts;
  - Traffic management measures;
  - Speed cameras;
  - Signing;
  - Pedestrian and cycle infrastructure;
  - Traffic calming;
  - Public transport infrastructure; and
  - Public Rights of Way enhancements.

## **10 TRG DECISION REVIEW MECHANISM**

- 10.1 In the event of any dispute arising between the members of the TRG then it is expected those members ("the Relevant Parties") will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.
- 10.2 If the Relevant Parties are unable to resolve the dispute amicably one party may by serving notice by e-mail and recorded delivery post on all the other Relevant Parties ("the Notice") with a copy to all other members of the Transport Review Group within fourteen days of the meeting referred to in paragraph 10.1 or later by agreement between the Relevant Parties refer this dispute to an Expert for determination.
- 10.3 In order to refer the dispute to an Expert the Notice must specify:
- the nature, basis and brief description of the dispute; and
  - the proposed Expert.
- 10.4 In the event that the Relevant Parties are unable to agree whom should be appointed as the Expert within 14 days after the date of the Notice then any of the Relevant Parties may request the President of the Law Society to nominate the Expert at their joint expense, and that Relevant Party shall request that such nomination shall be made within 14 days of the request, and any failure for such nomination to be made within 14 days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.
- 10.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Relevant Parties and at whose cost shall be at the discretion of the Expert or in the event that he makes no determination, such costs will be borne by the Relevant Parties in equal shares.
- 10.6 The Expert when making his determination shall have regard to the contents of the National Planning Policy Framework or any replacement thereof and any relevant transportation policy adopted by either of the County Councils and, where relevant, any increase or decrease in the traffic arising from the Development compared with that presented in the Urban Extension Transport Assessment or such other assessment or monitoring data as may be supplied by the Relevant Parties.

- 10.7 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 42 days from the date of his appointment to act.

The Expert will be required to give notice to each of the Relevant Parties inviting each of them to submit to him within 14 days written submissions and supporting material and will afford to each of the Relevant Parties an opportunity to make counter submissions within a further 7 days in respect of any such submission and material.

# APPENDIX A

## Illustrative Masterplan



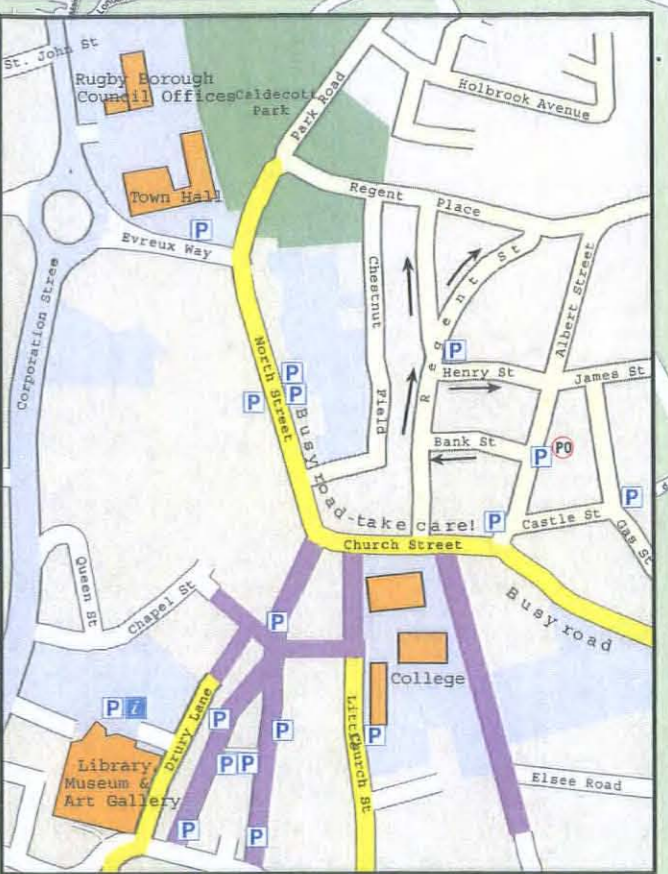
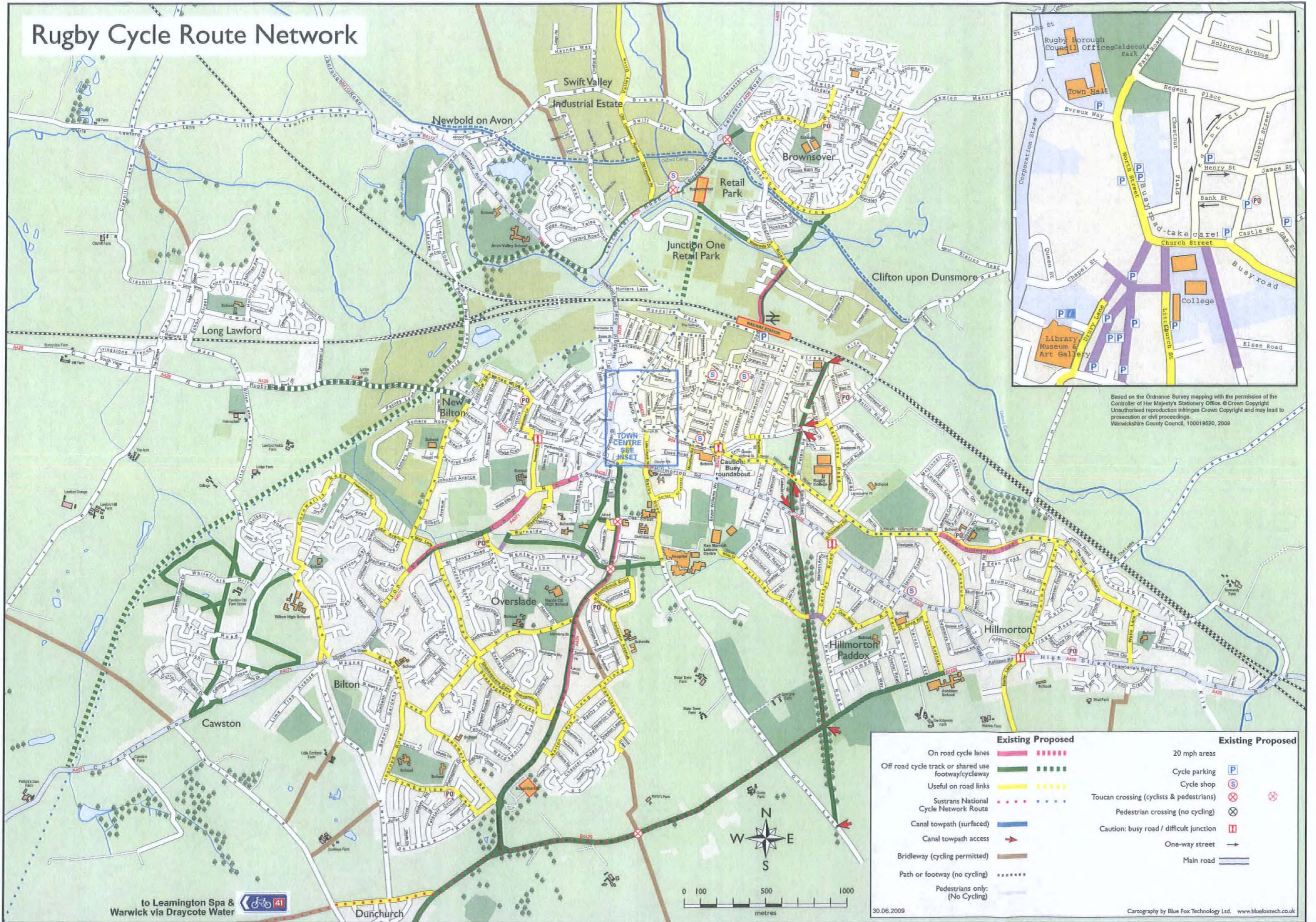
# RUGBY RADIO STATION Illustrative Master Plan

June 2013  
RRS007/10  
Scale 1:5000 Oversize @A0  
0m 500m

## **APPENDIX B**

### **Rugby Cycle Guide**

# Rugby Cycle Route Network



Based on the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office. © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Warwickshire County Council, 100019520, 2009

Existing Proposed		Existing Proposed	
On road cycle lanes		20 mph areas	
Off road cycle track or shared use footway/cycleway		Cycle parking	
Useful on road links		Cycle shop	
Sustrans National Cycle Network Route		Toucan crossing (cyclists & pedestrians)	
Canal towpath (surfaced)		Pedestrian crossing (no cycling)	
Canal towpath access		Caution: busy road / difficult junction	
Bridleway (cycling permitted)		One-way street	
Path or footway (no cycling)		Main road	
Pedestrians only: (No Cycling)			

to Leamington Spa & Warwick via Draycote Water

30.06.2009

Cartography by Blue Fox Technology Ltd. www.bluefoxtech.co.uk

## **APPENDIX C**

### **Rail Network Map**

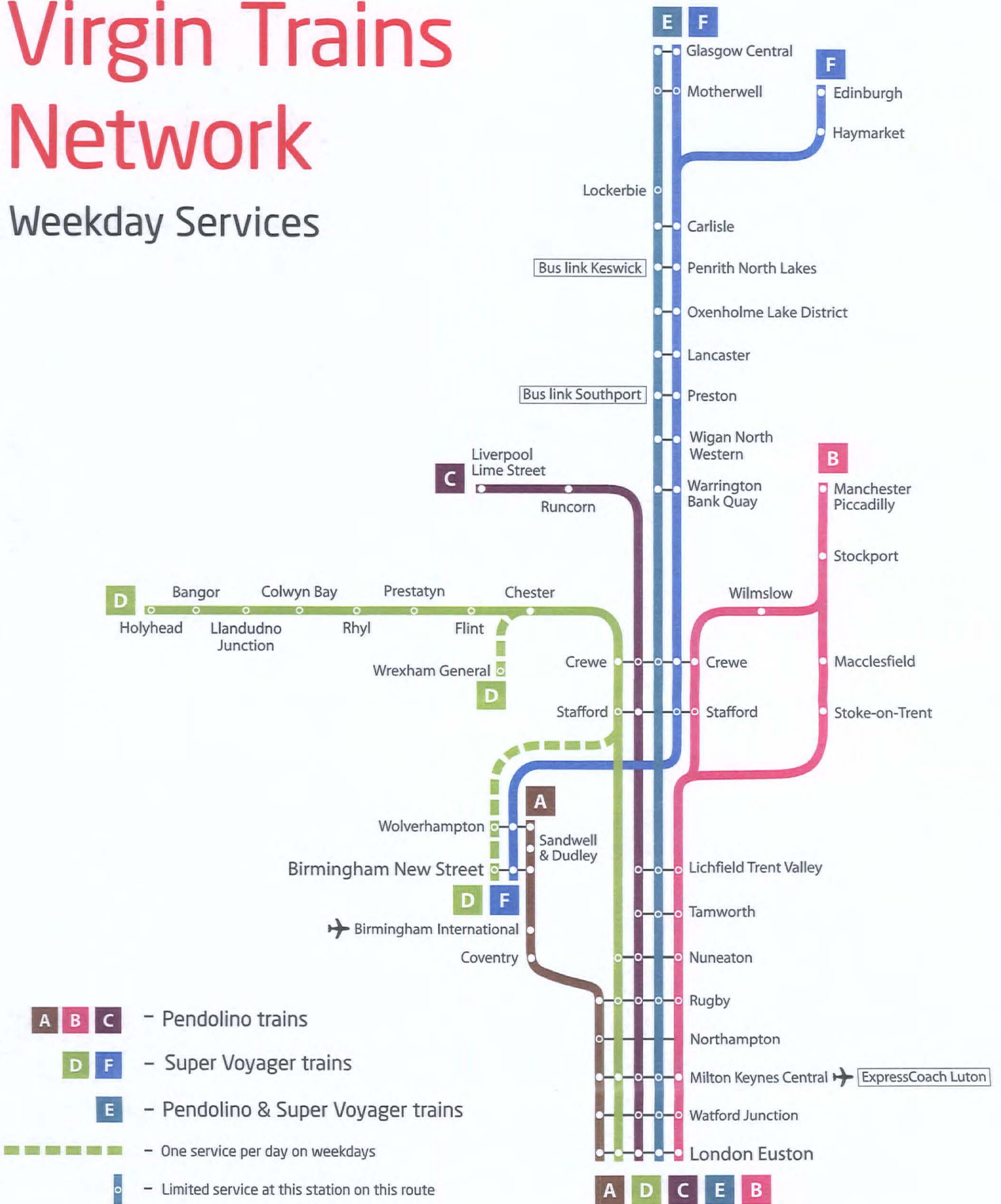


# London midland



# Virgin Trains Network

## Weekday Services



## **APPENDIX D**

### **Bus Network Map**

# Rugby Town Services Route Map



**Where to Catch Your Bus from Rugby town centre**

Service	Stand	Destination
1	(G)(E)	(to Shakespeare Gardens)
3/3A	(A)(D) (to Hillmorton) (A)(E) (to Newbold) (D)(F) (to Long Lawford)	
4	(A)(D) (to Admirals Estate) (D)(N) (to Brownsover)	
10	(A)(D) (to Hillmorton, Barby & Daventry) (D)(U) (to Clifton)	
11	(B)(E) (to Woodlands) (D)(O) (to Lower Hillmorton)	
12	(B)(E) (to Rokeby, Hillside Estate & Daventry)	
63	(D)(U) (to Dunchurch & Leamington) (D)(O) (to Southfields Estate)	
86	(D)(F) (to Long Lawford & Coventry)	
96	(D)(O) (to Northampton)	
140	(D)(U) (to Newton, Lutterworth & Leicester)	
580	(B)(F) (to Stratton on Dunsmore & Coventry)	
585	(B)(F) (to Brinklow & Coventry) (D)(U) (to Hospital)	

## **APPENDIX E**

### **Access and Movement Parameter Plan**



- Key:**
- Administrative Boundary
  - Rugby Radio Station Sustainable Urban Extension Outline
  - Planning Application Boundary
  - Residential
  - Non-residential development
  - Formal Open Space
  - Primary Street Network (incl. Footway & Cycleway)
  - Proposed Strategic New Footpath Connections
  - Link Road beyond built Development Area (including Cycleway & Footway)
  - Existing Vehicular Route to be Resurfaced
  - Proposed Strategic New Cycleway/Footway Connections
  - Retained Existing Footpath/National Trail/other routes with public access
  - Proposed Vehicular/Pedestrian/Cycleway Connections with Existing Highway Network
  - Proposed Pedestrian/Cycleway Connections with Existing Highway Network
  - Proposed Pedestrian/Cycleway Connections with Existing Footpath/National Trail/other routes with public access
  - Proposed Vehicular/Pedestrian/Cycleway Connections with Existing Footpath/National Trail/other routes with public access
  - Proposed Limited Local Access
  - Proposed Pedestrian Connection with proposed Footpath route
  - Existing Buildings within the Application Boundary to be Retained

**Note:**  
This document contains preliminary information only and should not be relied upon for any purpose other than the planning process. It is for the use of the Council and any interested parties. It is not intended to be used for any other purpose without the prior written consent of the Council.

07/08/2013 Scale 1:10000 @ A2  
Client: Rugby Radio Station Limited Partnership

Rugby Radio Station  
Parameter Plan  
Access and Movement

David Lock Associates  
Town Planning and Urban Design  
100, The Quadrant, Rugby, CV21 3JH  
Tel: 01203 622222 Fax: 01203 622223  
www.davidlockassociates.co.uk

**Appendix 1 - School Review Process Spreadsheet/Assumptions**

The section below is to be used to calculate the contributions and pupil places figures according to the anticipated dwelling mix as part of Schedule 3, Part 4 "The School Review Process"

Market Dwellings & Intermediate Affordable Housing					Affordable Housing for rent only				
<b>Stage 1 Dwelling Mix</b>	<b>input mix</b>				<b>Stage 1 Dwelling Mix</b>	<b>input mix</b>			
1 bed flat or house					1 bed flat or house				
2 bed flat					2 bed flat or house				
2 bed house					2 bed house - see above				
3 bed house					3 bed house				
4 bed house					4 bed house				
5 bed house					5 bed house				
Total				0	Total				0
<b>2 pupil multipliers</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>	<b>2 pupil multipliers</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>
1 bed flat or house	0	0	0	0	1 bed flat or house	0	0	0	0
2 bed flat	0.0105280	0.0736960	0.0526400	0.0092646	2 bed flat or house	0.0209507	0.1466550	0.1047536	0.0184366
2 bed house - see above	0.0116861	0.0818026	0.0584304	0.0102838	2 bed house - see above	-	-	-	-
3 bed house	0.0366374	0.2564621	0.1831872	0.0322409	3 bed house	0.0433754	0.3036275	0.2168768	0.0381703
4 bed house	0.0632733	0.4429130	0.3163664	0.0556805	4 bed house	0.0630627	0.4414390	0.3153136	0.0554952
5 bed house	0.0663264	0.4642848	0.3316320	0.0583672	5 bed house	0.0709587	0.4967110	0.3547936	0.0624437
(places per dwelling)					Total				
<b>3 Pupil places calculation</b>					<b>3 Pupil places calculation</b>				
1 bed flat or house	0	0	0	0	1 bed flat or house	0	0	0	0
2 bed flat	0.000	0.000	0.000	0.000	2 bed flat or house	0.000	0.000	0.000	0.000
2 bed house	0.000	0.000	0.000	0.000	2 bed house - see above -	-	-	-	-
3 bed house	0.000	0.000	0.000	0.000	3 bed house	0.000	0.000	0.000	0.000
4 bed house	0.000	0.000	0.000	0.000	4 bed house	0.000	0.000	0.000	0.000
5 bed house	0.000	0.000	0.000	0.000	5 bed house	0.000	0.000	0.000	0.000
Total	0	0	0	0	Total	0	0	0	0
<b>4 Cost per place</b>	£14,559.00	£14,559.00	£21,214.00	£23,019.00	<b>4 Cost per place</b>	£14,559.00	£14,559.00	£21,214.00	£23,019.00
<b>Stage 5 Contribution calculations and child yield summary</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>	<b>Stage 5 Contribution calculations and child yield summary</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>
Total - Mkt & Int only	£0	£0	£0	£0	Total - Aff rent only	£0	£0	£0	£0
<b>Overall totals</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>	<b>Child yield summary</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>
Total (excluding SEN)	£0	£0	£0	£0	for all dwellings	0	0	0	0
Primary SEN figure (2.63% at £15,441 per place)				£0	<b>forms of entry information</b>				
Secondary SEN figure (4.96% at £21,786)				£0	FE requirement	primary	0.00	secondary	0.00
Overall total including fixed SEN				£0					

The section below shows the initial working assumptions used at the planning application stage - i.e. it is a worked example

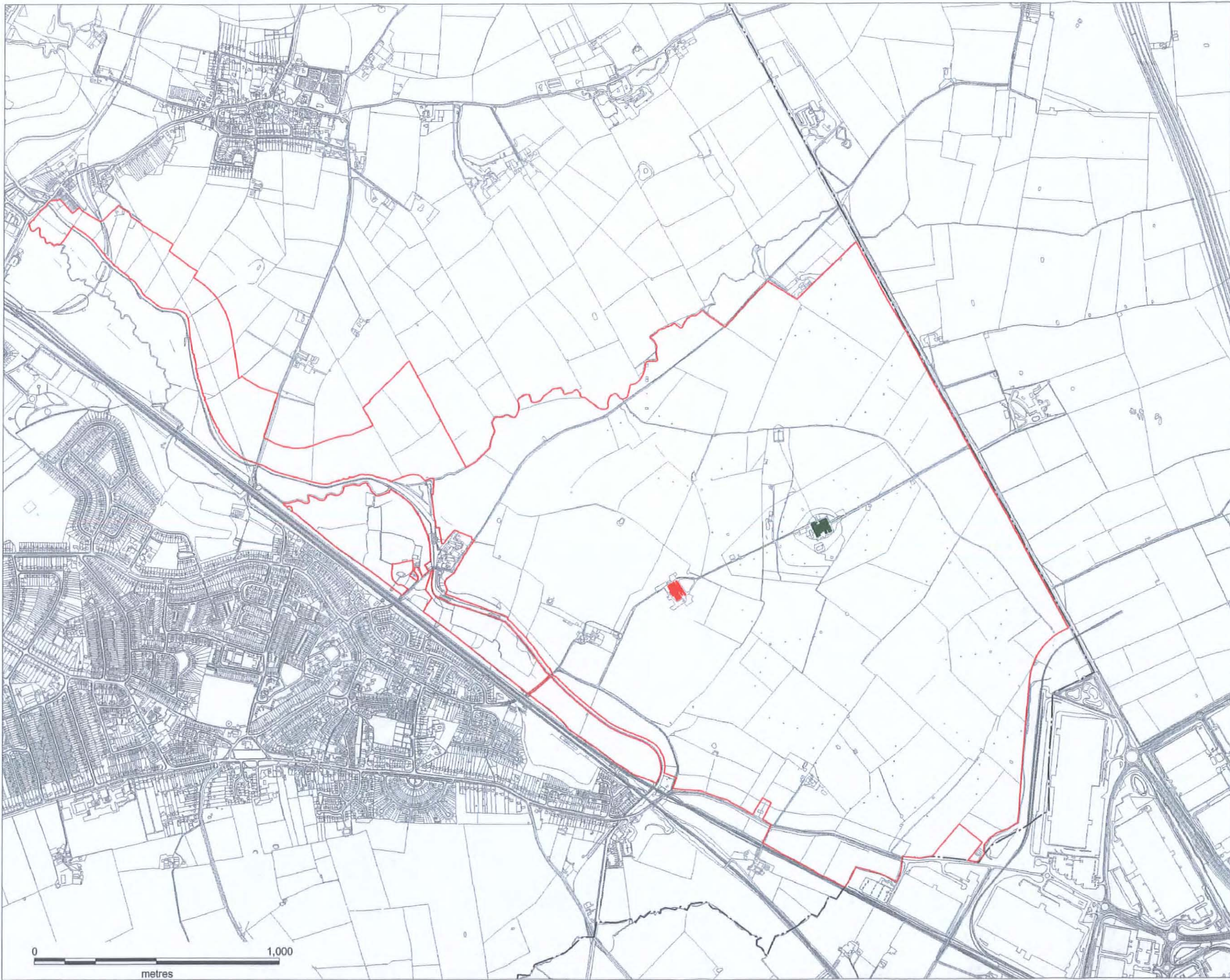
Market Dwellings & Intermediate Affordable Housing					Affordable Housing for rent only				
<b>Stage 1 Dwelling Mix</b>	<b>input mix</b>				<b>Stage 1 Dwelling Mix</b>	<b>input mix</b>			
1 bed flat or house	116				1 bed flat or house	140			
2 bed flat	705				2 bed flat or house	651			
2 bed house	1054				2 bed house - see above	-			
3 bed house	1942				3 bed house	325			
4 bed house	1105				4 bed house	46			
5 bed house	116				5 bed house	0			
Total	5038				Total	1162			6200
<b>2 pupil multipliers</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>	<b>2 pupil multipliers</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>
1 bed flat or house	0	0	0	0	1 bed flat or house	0	0	0	0
2 bed flat	0.0105280	0.0736960	0.0526400	0.0092646	2 bed flat or house	0.0209507	0.1466550	0.1047536	0.0184366
2 bed house - see above	0.0116861	0.0818026	0.0584304	0.0102838	2 bed house - see above	-	-	-	-
3 bed house	0.0366374	0.2564621	0.1831872	0.0322409	3 bed house	0.0433754	0.3036275	0.2168768	0.0381703
4 bed house	0.0632733	0.4429130	0.3163664	0.0556805	4 bed house	0.0630627	0.4414390	0.3153136	0.0554952
5 bed house	0.0663264	0.4642848	0.3316320	0.0583672	5 bed house	0.0709587	0.4967110	0.3547936	0.0624437
(places per dwelling)					Total				
<b>3 Pupil places calculation</b>					<b>3 Pupil places calculation</b>				
1 bed flat or house	0	0	0	0	1 bed flat or house	0	0	0	0
2 bed flat	7.422	51.956	37.111	6.532	2 bed flat or house	13.639	95.472	68.195	12.002
2 bed house	12.317	86.220	61.586	10.839	2 bed house - see above -	-	-	-	-
3 bed house	71.150	498.049	355.750	62.612	3 bed house	14.097	98.679	70.485	12.405
4 bed house	69.917	489.419	349.585	61.527	4 bed house	2.901	20.306	14.504	2.553
5 bed house	7.694	53.857	38.469	6.771	5 bed house	0.000	0.000	0.000	0.000
Total	168.500114	1179.5008	842.500568	148.2801	Total	30.6367958	214.457571	153.183979	26.9603803
<b>4 Cost per place</b>	£14,559.00	£14,559.00	£21,214.00	£23,019.00	<b>4 Cost per place</b>	£14,559.00	£14,559.00	£21,214.00	£23,019.00
<b>Stage 5 Contribution calculations and child yield summary</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>	<b>Stage 5 Contribution calculations and child yield summary</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>
Total - Mkt & Int only	£2,453,193	£17,172,352	£17,872,807	£3,413,260	Total - Aff rent only	£446,041	£3,122,288	£3,249,645	£620,601
<b>Overall totals</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>	<b>Child yield summary</b>	<b>Early Years</b>	<b>Primary</b>	<b>Secondary</b>	<b>6th Form</b>
Total (excluding SEN)	£2,899,234	£20,294,640	£21,122,452	£4,033,861	for all dwellings	199	1394	996	175
Assumed primary SEN figure				£679,404	<b>forms of entry information</b>				
Assumed secondary SEN figure				£1,263,588	FE requirement	primary	6.64	secondary	6.64
Overall total including fixed SEN				£50,293,179					



## Plans

- Listed Building Plan
- Site Plan
- Open Space Delivery and Management Plan

Listed Building Plan



- Key:**
- Administrative Boundary
  - Rugby Radio Station Sustainable Urban Extension Outline Planning Application Boundary
  - C - Station
  - A - Station

76/14



M.C. Lynch



**Note**

This drawing is for information purposes only and not for use in construction. Do NOT scale from this drawing. All Dimensions are to be checked on site and any discrepancies should be immediately reported to the originator of the drawing. All information is copyright protected and may not be used or reproduced without prior permission.

© Crown copyright and database right 2014  
 Ordnance Survey Licence number 100022533

08/04/2014 Scale 1:10000 @ A2



Client: Rugby Radio Station Limited Partnership

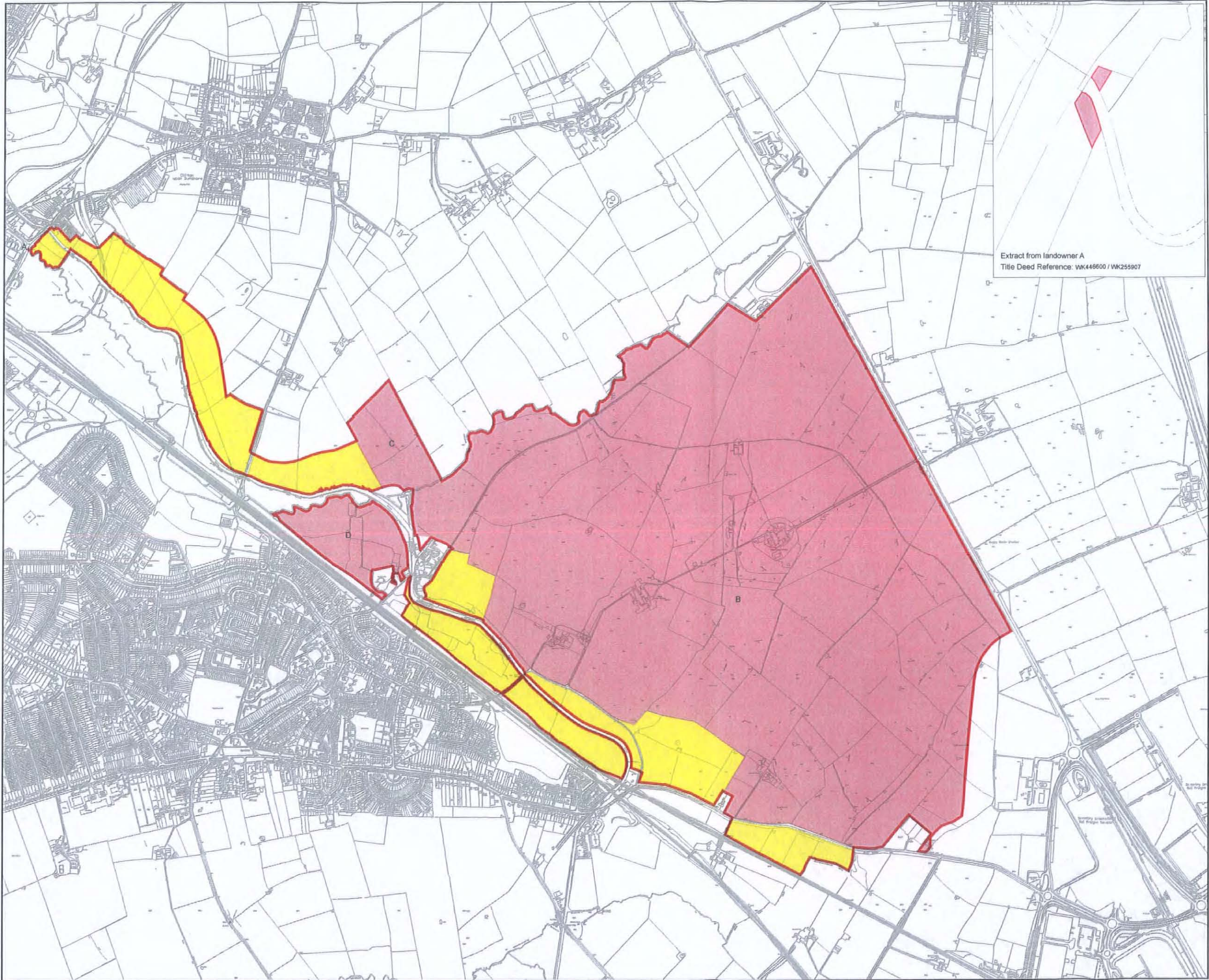
Rugby Radio Station  
 S106  
 Listed Building Plan

Drawn	Designed	Approved	Drawing Number	Revision
DKS	DKS	HPF	RRS007-S106-01	

**David Lock Associates**  
 Town Planning and Urban Design

DAVID LOCK ASSOCIATES  
 50 NORTH 1180 TWENTY STREET, CENTRAL MILTON KEYNES, MK39EP  
 TEL: 01908 666276 FAX: 01908 622747 EMAIL: d.l@dlad.co.uk  
 www.dlad.co.uk

Site Plan



- Notes**
1. No Dimensions are to be scaled from this drawing
  2. Contractors must verify all figured dimensions at site before commencing any work or making any Shop drawings.
  3. This drawing is the sole copyright of Savills and no part may be reproduced without the written consent of the above.
  4. Site Location Plans are prepared from the Ordnance Survey Map with the sanction of the Controller of H.M. Stationary Office. Crown Copyright Reserved.
  5. Boxed text denotes proposed work.

76/14

No.	Revisions	By	Date

LANDOWNERS:	TITLE DEED REFERENCE:
A RRSLP	WK446600 / WK255907
B RRSLP	WK374560
C RRSLP	WK460498
D RRSLP	WK391310

**IMPORTANT NOTE:**  
For illustrative purposes only.

- Application Site
- Site
- Further Land

*M.C. Brink*  
*[Signature]*



**Howard Savills** 398-14  
PLANNING & REGENERATION  
UNEX HOUSE 132-134 HILLS ROAD CAMBRIDGE CB2 8PA  
Telephone: (01223) 347000  
Facsimile: (01223) 347111  
[www.savills.com](http://www.savills.com)

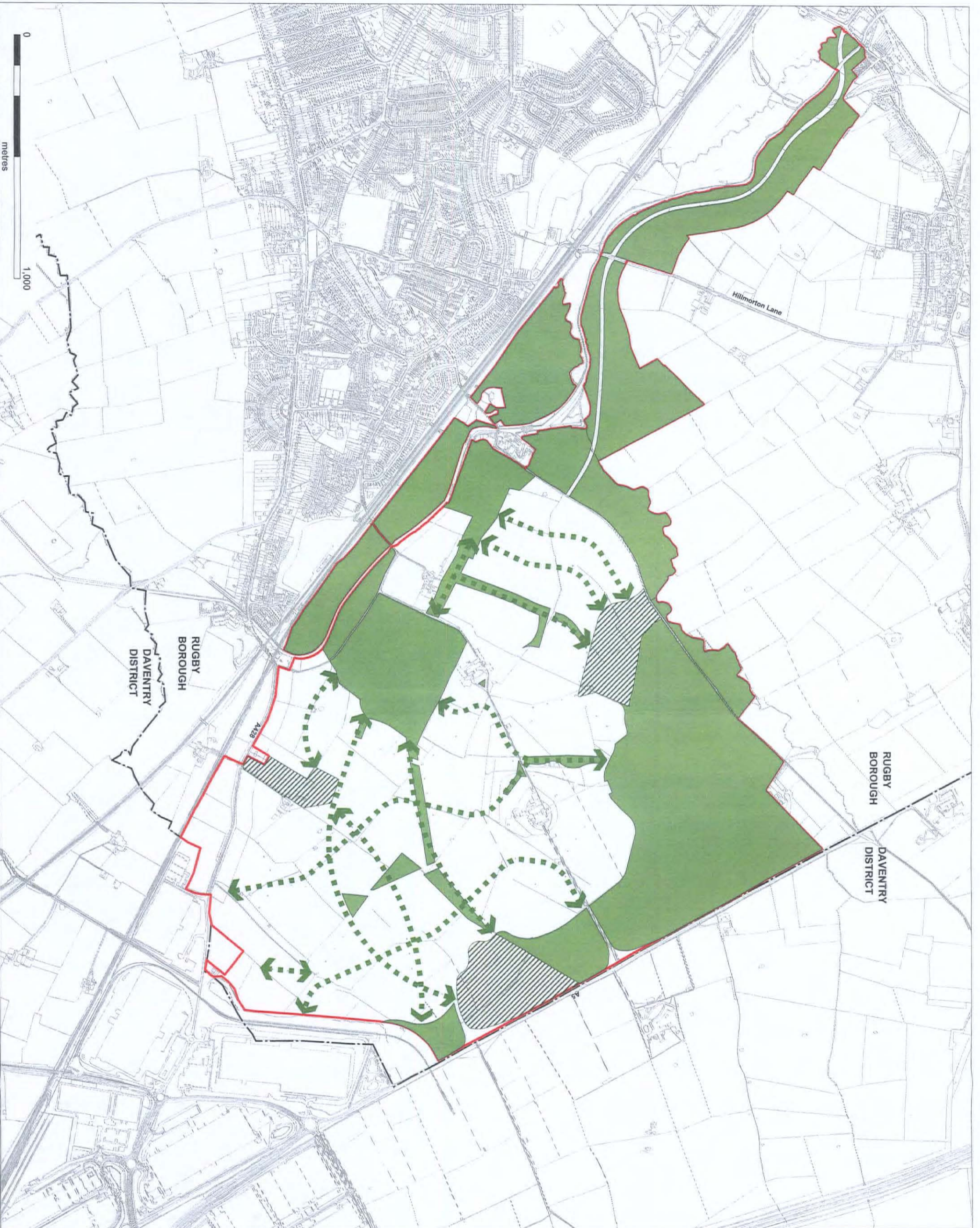
Client  
BT / AVIVA

Job  
RUGBY RADIO STATION

SITE PLAN

Scale	N.T.S.	Date	May 2014
Drawn By	JR	Approved By	TL
Drawing No.	71 / 76 / 001	Rev.	Job No. CADV 7176

Open Space Delivery and Management Plan



- Key:**
- Administrative Boundary
  - Rugby Radio Station Sustainable Urban Extension Outline
  - Planning Application Boundary
  - Formal Open Space
  - Strategic Informal Open Space

*M. C. Evans*

*3984*  
*Hillmorton*



**Note**  
 This drawing is for information purposes only and not for use in construction.  
 Do NOT scale from this drawing.  
 All dimensions are to be checked on site and any discrepancies should be  
 reported immediately to the author.  
 All information is copyright protected and may not be used or reproduced  
 without prior permission.

© Crown Copyright and Database Right 2014  
 Ordnance Survey (Licence number: 100025233)  
 Date: 09/04/2014  
 Scale: 1:10000 @ A2

Rugby Radio Station, Limited Partnership  
**Rugby Radio Station**  
**S106**  
 Open Space Delivery  
 and Management

Drawn: [Blank] Designated/Approved Drawing Number: [Blank]  
 DKS MRP HPF RRS007-S106-02  
**David Lock Associates**  
 Town Planning and Urban Design  
 DANULOCK ASSOCIATES  
 55, THE CENTRAL BUILDING, 100, MARKET STREET, CENTRAL, MANCHESTER, M2 1BB  
 TEL: 0161 275 2222 FAX: 0161 275 2223 EMAIL: david@lock.co.uk  
 www.lock.co.uk

76/14.

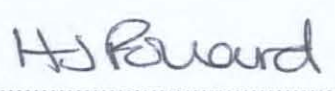
Executed as a deed by **RUGBY BOROUGH COUNCIL** by the affixing of its common seal and delivered in the presence of: )  
)  
)



.....  
Authorised signatory

.....  
Authorised signatory

Executed as a deed by **WARWICKSHIRE COUNTY COUNCIL** by the affixing of its common seal and delivered in the presence of: )  
)  
)



.....  
Authorised signatory

.....  
Authorised signatory



398-14



Executed as a deed by **RUGBY RADIO** )  
**STATION (GENERAL PARTNER) LIMITED** )  
acting by two directors or a director and its )  
secretary: )

Director

*M. C. Bursche*

Director/Secretary



Executed as a deed by **RUGBY RADIO** )  
**(NOMINEE) LIMITED** acting by ~~two directors~~ )  
or a director ~~and its secretary~~: )

Director



In the presence of  
Director/Secretary

signature of witness

name

address



JACK ROBINSON

BOTANIC HOUSE  
100 MILLS ROAD  
CAMBRIDGE  
CB2 1PH

