

Denton Wilde Sapte...

EASTERN QUARRY  
DA/03/1134

DEED UNDER SECTION 106 OF THE TOWN AND COUNTRY  
PLANNING ACT 1990 RELATING TO LAND AT EASTERN  
QUARRY, DARTFORD

Dated 13 NOVEMBER 2007

Ravenside Investments Limited and Coutts & Co  
(The Owner)

Dartford Borough Council  
(The Borough Council)

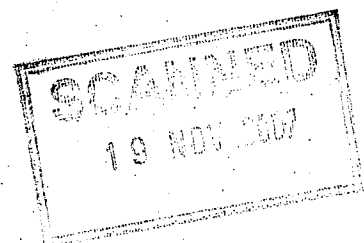
Kent County Council  
(The County Council)  
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Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS  
United Kingdom  
T +44 (0)20 7242 1212  
F +44 (0)20 7246 7777  
Telex 887793  
DX 242

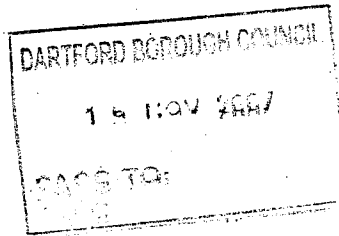
info@dentonwildesapte.com  
www.dentonwildesapte.com  
International Lawyers

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*Denton Wilde Sapte LLP*  
DENTON WILDE SAPTE LLP  
1 FLEET PLACE  
LONDON EC4M 7WS  
TEL: 020 7246 7000



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# Deed Under Section 106 of the Town and Country Planning Act 1990 relating to land at Eastern Quarry, Dartford

Dated 13 NOVEMBER 2007

## Between

- (1) **Ravenside Investments Limited (RIL)** registered in England with number 1015140 whose registered office is at 5 Strand, London, WC2N 5AF; and
- (2) **Dartford Borough Council (The Borough Council)** of Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR; and
- (3) **Kent County Council (The County Council)** of County Hall, Maidstone, Kent, ME14 1XQ; and
- (4) **Coutts & Co (The Trustee)** registered in England with number 36695 whose registered office is at 440 Strand, London, WC2R 0QS being the bare trustee of Colyer Greenhithe Estate

## Recitals

- A The Borough Council is the local planning authority for the purposes of the Act for the area within which the Site is situated.
- B The County Council is at the date of this Deed the highway authority and the education authority for the County of Kent and also the authority responsible for the provision of library, adult education, youth and social care services within Kent.
- C Blue Circle Industries Plc (which on 8 November 2008 changed its name to Lafarge Cement UK plc) is the registered freehold owner (and Ravenside Investments Limited is the beneficial owner) of that part of the Site shown shaded blue on the Site Plan with title absolute at HM Land Registry under title numbers K927602, K927549, K927482, K927526 and K927529 and is the registered leasehold owner at HM Land Registry of the area with title number K927623. The Trustee is the freehold owner of the land covered by title K927623. Lafarge Cement UK plc and RIL entered into a transfer of all Lafarge Cement UK plc interests in the Site dated
- D The Trustee is the registered freehold owner of that part of the Site shown shaded brown on the Site Plan with title absolute at HM Land Registry under title number K921413.
- E The obligations on the Owner contained in this Deed are planning obligations within the meaning of Section 106 of the Act and subject to the provisions of this Deed shall bind the Site and be enforceable by the Councils.
- F On behalf of RIL, the Planning Application was submitted to the Borough Council who then resolved (at meetings on 13 July 2005 and 5 July 2007) to grant the Planning Permission subject to the completion of this Deed.
- G The Parties are authorised to enter into this Deed on the terms set out below.
- H In the interests of the proper planning of the area and the Site, and to secure an acceptable form of development consistent with the Planning Application, the purposes of this Deed are to secure in accordance with the provisions that follow:
- (a) affordable housing;
  - (b) education provision, constituting primary schools and a secondary school together with life long learning provision;

- (c) highways and transportation improvements and the delivery of a transport strategy;
- (d) the provision of a range of community facilities;
- (e) the provision of sports and recreation facilities;
- (f) the provision of leisure facilities;
- (g) the provision of retail floorspace;
- (h) the provision of health and social care facilities;
- (i) the provision of public art, open space, landscaping and areas of public realm;
- (j) the management and maintenance of the facilities to be provided;
- (k) a contribution towards a heritage facility;
- (l) a contribution towards the Councils' officer time costs;
- (m) provision for monitoring of the construction of the Development;
- (n) delivery of various environmental monitoring and mitigation measures, including appointment of suitably qualified co-ordinators.

**It is agreed:**

## **1 Definitions and Interpretation**

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

**Act** means the Town and Country Planning Act 1990 as amended.

**Affordable Housing Unit** means a Dwelling to be made available in accordance with this Deed for the purposes of Affordable Housing and **Affordable Housing Units** shall be construed accordingly.

**Affordable Housing** means housing to either purchase or rent at a sale price or rent level below that associated with open market housing and shall include the following tenures (each as defined in Schedule 3 (Affordable Housing) of this Deed):

- (a) Discounted Market Housing;
- (b) New Build Homebuy;
- (c) Shared Ownership Housing;
- (d) Social Rented Housing;
- (e) any other tenure from time to time consistent with any definition or interpretation of affordable housing in the Borough Council's adopted planning policy;
- (f) any other tenure from time to time proposed by the Owner and Approved by the Borough Council; and
- (g) where permitted under this Deed, Affordable Housing Equivalents.

**Approval** means approval by the Relevant Authority or a duly authorised person on their behalf or by the Expert following submission of the relevant plan, document, details or other matter by the Owner under the terms of this Deed or under the Planning Permission and the term **Approved** and **Approve** shall be construed accordingly.

**Area Master Plan** means an area master plan submitted by the Owner or someone associated with the Owner to the Borough Council and approved pursuant to Planning Condition 19.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in England and Wales and **Business Days** shall be interpreted accordingly.

**Category A Finish** means the fit-out of premises to include (unless otherwise agreed or expressed in this Deed) all floor, wall and ceiling finishes, including suspended ceilings, raised access floors, carpets, life safety systems, toilets, and the extension of mechanical and electrical services into the accommodation areas including (unless the building specification specifies otherwise) information and communication technology backbone wiring, data points and wiring, telephone, cooling (if necessary), heating, lighting, fire alarms and controls, finishes to and within the building but to exclude fit out to the occupier's specific requirements, furniture or equipment (other than as provided for by the building specification in a relevant Strategy, Schedule of this Deed or other agreed or Approved design specification).

**Cessation of Development** means a declaration by the Owner that construction of the Development has been completed or has ceased permanently and that there will be no further First Occupations of any Dwellings or Commercial Units within the Development.

**Clearance** means formal acknowledgement from HMRC as to PGST not being payable or as to the amount or basis on which PGST would be payable in any case such as to enable the Common Objectives to be met.

**Common Objectives** means the following objectives:

- (a) to ensure that obligations which are financially and practically no less advantageous and no more onerous to each Party than the terms of this Deed at the date of this Deed;
- (b) that the planning benefits secured by this Deed should continue to be secured and delivered;
- (c) that the Owner should not be in a position where it is:
  - (i) required to pay PGST and to perform planning obligations under this Deed in relation to matters covered by PGST; and
  - (ii) in a financially worse position than is presently contemplated in consequence of paying PGST and performing the obligations under this Deed.

**Common PGST Infrastructure** means Infrastructure which would (disregarding the effect and operation of Clause 12) be provided for or subject to a contribution under this Deed and be funded by PGST.

**Commercial Unit** means any building within the Site built or used pursuant to the Planning Permission for commercial purposes and which is not a Dwelling or a Community Facility or a School or the Interim LLCC or the LLLC or the Health and Social Care Centre.

**Community Centre** means a community centre as described in the Community and Leisure Facilities Strategy and **Community Centres** shall be construed accordingly.

**Community Facility** means one or more of the following:

- (a) the Community Centres;
- (b) courts for tennis and netball;
- (c) multi-use games areas;
- (d) neighbourhood play spaces;
- (e) local play spaces;
- (f) allotments;
- (g) the job centre;
- (h) churches / places of worship;
- (i) pavilions

each of which is defined in greater detail in the Community and Leisure Facilities Strategy.

**Community and Leisure Facilities Strategy** means the Community and Leisure Facilities Strategy dated November 2007 or as such strategy is amended from time to time in accordance with the Review Mechanism.

**Community Pitch** has the same meaning given to the term in the Community and Leisure Facilities Strategy to the extent that it describes a single community grass senior football pitch or its equivalent including, where appropriate, an All Weather Pitch (or part thereof) together with changing rooms, parking (to the extent that provision is in accordance with the Approved parking strategy and other Approved documents relating to the Development (as applicable)) and storage necessary for such pitch and **Community Pitches** shall be construed accordingly.

**Completion of Development** means the earlier of:

- (a) the First Occupation of the final Commercial Unit or Dwelling (whichever is the later); and
- (b) the Owner declaring Cessation of Development.

**Councils** means the Borough Council and the County Council.

**Development** means development on the Site pursuant to the Planning Permission.

**Dispute Resolution Procedure** means the dispute resolution procedure set out at Clause 14 of this Deed and the term **Dispute Resolution** shall be construed accordingly.

**Dwelling** means a unit to be Occupied for residential purposes falling within Class C3 of the Town and Country Planning (Use Classes) Order 1995 (as amended) at the date of this Deed.

**Expert** means an expert with at least 10 (ten) years experience of the matter in dispute appointed pursuant to the Dispute Resolution Procedure.

**Fastrack Infrastructure** means the completed works identified in Paragraph 12 of Schedule 9 (On Site Transport).

**First Occupation** means Occupation for the first time.

**HMRC** means Her Majesty's Revenue and Customs or any successor to its functions or any other person responsible for collecting PGST or distributing PGST revenues.

**Implementation** means the carrying out of a material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of:

- (a) site access roads, works areas and site establishment, site offices, site clearance, preparation and ground remodelling or regrading;
- (b) dewatering and drainage;
- (c) demolition work;
- (d) archaeological investigations or works;
- (e) ecological, landscaping or noise attenuation mitigation measures;
- (f) investigations for the purpose of assessing ground conditions;
- (g) remedial works in respect of any contamination or other adverse ground conditions;
- (h) diversion and laying of services;
- (i) erections of any temporary means of enclosure, or boundary structures or other security or safety measures;
- (j) the temporary display of site notices or advertisements;
- (k) cliff stabilisation works;
- (l) any operations undertaken by or on behalf of the Borough Council or the County Council;
- (m) any operations (other than those in (a) – (k)) that the Owner can demonstrate were not authorised by the Owner

and **Implemented** and **Implementing** shall be construed accordingly.

**Independent Assessor** means an independent architect, engineer or other certifying professional with not less than 10 (ten) years' relevant experience selected in accordance with Paragraph 13.2.

**Index-linked** means that the sum referred to or (if relevant) the remaining balance of it shall be linked to movements in the relevant index.

**Index-linked (AEI)** means linked to the rate of inflation as measured by the Average Earnings Index (as published by the Office of National Statistics) or such other index agreed between the Parties.

**Index-linked (BCIS)** means linked to the rate of inflation as measured by the All-in Tender Price Index (as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors) to include any applicable local or regional weighting or such other index agreed between the Parties.

**Index-linked (RCI)** means linked to the rate of inflation as measured by the Road Construction Tender Price Index as published by the Department of Business Enterprise and Regulatory Reform to include any applicable local or regional weighting or such other index agreed between the Parties.

**Index-linked (RPI)** means linked to the rate of inflation as measured by the All Items Retail Prices Index published by the Office of National Statistics or by any other department ministry or other government body upon which the duties in connection with the index devolves to include any applicable local or regional weighting or such other index agreed between the Parties.

**Infrastructure** means works, measures, materials, services, improvements, apparatus or infrastructure of a type included in the purposes for which PGST has been brought into effect (as stated in enabling PGST legislation any guidance from time to time relating to PGST or issued by HMRC or any PGST Infrastructure Funding Body).

**Interest** means 2% (two per cent) above LIBOR and for the avoidance of doubt where provisions in this Deed requiring payment from the Owner do not refer to "Interest" interest will be payable in accordance with Clause 20.

**Interim LLLC** means serviced building space of up to 200 (two hundred) square metres to be provided by the Owners.

**Land Use Disposition Plan** means the plan submitted to the Borough Council with the Planning Application and approved pursuant to the Planning Permission, or as subsequently submitted to and Approved by the Borough Council

**LLLC** means the life long learning centre to be provided on the Site as described in the Community and Leisure Facilities Strategy.

**Local Centre** means the area of mixed use development located within the east Village and the west Village shown on an Approved Area Master Plan.

**Management and Maintenance Scheme** means a scheme for the management and maintenance of an area or areas of Open Land and Public Art, such scheme to be in substantial accordance with the standards and principles set out in the Biodiversity Action Plan the Public Realm Strategy and the Landscape and Open Space Strategy (as appropriate) or such alternative scheme as may from time to time be Approved by the Borough Council under Planning Condition 4.

**Market Centre** means the area of mixed use development located in the central Village as indicated on the Land Use Disposition Plan and shown on an Approved Area Master Plan for that Village.

**Occupation** means the beneficial occupation (excluding all squatters and trespassers) of the relevant building within the Development for the purpose for which it was built and for the avoidance of doubt shall not include occupation or occupants who occupy for the purposes of works carried out prior to or during construction, fitting out, decoration, commissioning, advertising, marketing, security, management of the Site or parking relating to those purposes and **Occupancy, Occupy** and **Occupied** shall be construed accordingly.

**Off Site** means not within the Site.

**Owner** means both RIL and the Trustee.

**Parties** means the parties to this Deed and their successors and assigns and **Party** shall be construed accordingly.

**PGST** means any 1 (one) or more of the following whether alone or in combination (a) the proposed tax described in "Planning Gain Supplement: a Consultation" as jointly published in December 2005 by HM Treasury, HMRC and the Office of the Deputy Prime Minister the purpose of which is to tax increases in the value of land as a result of the grant of planning permission in order wholly or partly to finance delivery of Infrastructure (b) the proposed "planning charge" announced in the written statement of Yvette Cooper to the House of Commons on 9 October 2007 or (c) any other tax tariff or charge (whether local or national)

levied on a substantially similar basis to either PGST or the said planning charge and with substantially similar objectives to either that may from time to time be levied in relation to planning gain or the provision of Infrastructure.

**PGST Infrastructure Funding Body** means HMRC or the community infrastructure fund or such other body empowered to allocate PGST revenues once received.

**PGST Relief** means relief waiver exemption transitional provision or allowance the direct or indirect consequence of which is to result in no liability to pay PGST or liability to pay less PGST or liability to pay PGST at a lower rate than if such relief waiver exemption transitional provision or allowance had not been applied.

**Planning Application** means the outline planning application submitted by the Owner with reference number 03/01134/OUT seeking permission for development on the Site.

**Planning Condition** means a condition on the Planning Permission.

**Planning Permission** means a planning permission granted pursuant to the Planning Application.

**Practical Completion** means completed as described in Clause 13 and **Practically Complete** and **Practically Completed** shall be interpreted accordingly.

**Quarter** means the period of 3 (three) months immediately preceding a Quarter Date.

**Quarter Dates** are the first day of January, the first day of April, the first day of July and the first day of October in each calendar year or the next Business Day if any such day falls on a Saturday, Sunday or Bank Holiday.

**Relevant Authority** means:

- (a) the Borough Council in relation to all obligations given directly by the Owner to the Borough Council under this Deed (whether or not also given to other Parties); or
- (b) the County Council in relation to all obligations given directly by the Owner to the County Council under this Deed (whether or not also given to other Parties);
- (c) both the Borough Council and the County Council where the relevant provision in this Deed requires it;
- (d) following call in (or appeal) by the Secretary of State for Communities and Local Government (or its successor).

**Reserved Matters** means details of siting and/or (where appropriate) any 1 (one) or more of design, external appearance, means of access and landscaping of buildings and other open space/landscaping reserved under the terms of the Planning Permission for subsequent Approval.

**Reserved Matters Approval** means an Approval of a Reserved Matters Application.

**Reserved Matters Application** means the submission by the Owner or someone associated with the Owner of any applications for Approval of any Reserved Matters.

**Review Mechanism** means the provisions in Schedule 2 (Strategy Review Mechanism) of this Deed for the review of the Strategies as applicable and as set out therein.

**Serviced** means the provision (to adoptable standard where applicable) and all necessary rights of access, gas, electricity, water, foul sewerage and telecommunications infrastructure to the extent necessary so that it is adequate for the proposed use and where the utility is to

be adopted with an executed agreement with the relevant body confirming that the infrastructure will be adopted without further payment to the relevant body.

**Site** means the land shown edged red on the Site Plan.

**Site Plan** means the plan at Schedule 11 (Site Plan).

**Site Wide Master Plan** means the plan submitted to the Borough Council and Approved pursuant to the Planning Permission, or as subsequently submitted to and Approved by the Borough Council.

**Strategies** means the:

- (a) Community and Leisure Facilities Strategy;
- (b) Community Participation Strategy;
- (c) Education Delivery Strategy;
- (d) Landscape and Open Space Strategy;
- (e) Phasing Strategy;
- (f) Public Art Strategy;
- (g) Public Realm Strategy;
- (h) Site Wide Design Strategy;
- (i) Sustainable Development Strategy;
- (j) Transport Strategy

or such of these documents as the context requires and **Strategy** means 1 (one) such document.

**Suspend** means suspend construction of the Development as contemplated by Clause 24.1.

**Suspension Notice** means notice of intention to Suspend as contemplated by Clause 24.2(a).

**Threshold** means any number of First Occupations of Dwellings prior to or following which a planning obligation has to be performed relating to the following obligations:

- (a) the provision of the major urban park and local parks in Paragraph 2 of Schedule 4 (Landscape/Open Space) and as described in the Landscape and Open Space Strategy;
- (b) the provisions in Schedule 5 (Pitches and Sports Hall);
- (c) the provision of Community Centres in Schedule 6 (Local Facilities);
- (d) the provision of School Sites and the LLLC in Schedule 7 (Education);
- (e) the provision of the Fastrack Infrastructure in Schedule 9 (On Site Transport).

**Transfer** means a transfer of a freehold interest or grant of a leasehold interest and **Transferred** shall be construed accordingly (with the choice of whether the transfer is freehold or leasehold to be at the absolute discretion of the Owner)

**Village** means that part of the Site being a cluster of Dwellings identified as a village in the Site Wide Master Plan.

**Way** means a permissive route provided or existing on or over the Site which is any of a footpath, road, cycleway or track but excluding all public rights of way or highway as defined by the Highways Act 1980 and the route of which is to be Approved in an Area Plan Master Plan pursuant to Planning Condition 19.

Definitions are also set out in each Schedule to this Deed and, save where expressly stated, such definitions are in addition to those set out above.

## **2 Statutory Authorities**

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2 The obligations contained in the Schedules are planning obligations for the purposes of Section 106 of the Act.
- 2.3 The obligations contained in the Schedules are entered into by the Councils under Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972.
- 2.4 The obligations are undertaken by the Owner with the intention that they shall bind its interest in the Site (as more particularly provided for in Clause 4) whether expressed to be planning obligations or not and shall be enforceable as planning obligations pursuant to Section 106 of the Act by the Borough Council and the County Council as set out in Paragraphs 2.5 and 2.6.
- 2.5 The planning obligations contained in each of Schedules 1-10 whether provided in favour of the Borough Council or the County Council shall be enforceable by the Borough Council.
- 2.6 Without prejudice to Clause 2.5, the obligations contained in each of Schedules 1-10 that are provided in favour of the County Council shall be enforceable by the County Council.

## **3 Conditionality**

- 3.1 It is hereby agreed and declared that the obligations in the Schedules to this Deed shall not have effect unless and until the event of conditionality identified in the third column of the table in Schedule 12 (Suspension and Conditionality) has occurred.
- 3.2 If the Planning Permission shall at any time expire, be quashed or revoked without having been implemented then this Deed shall forthwith determine and cease to have effect.
- 3.3 If the Planning Permission shall at any time expire, be quashed or revoked having been implemented the obligation in Paragraph 1.1 of Schedule 10 (Off Site Transport) shall cease and the Parties shall use reasonable endeavours to agree such modifications to other obligations in this Deed as may be fair and equitable in the circumstances.
- 3.4 In respect of the obligations of the Owner under Schedule 3 (Affordable Housing) without prejudice to Clause 3.1 nothing shall preclude the Owner from commencing any tender process in relation to any Affordable Housing Tranche before the occurrence of any event upon which its obligations under Schedule 3 are conditional but if it does so:
- (a) the Owner shall not in so doing waive conditionality under this Deed; and
  - (b) the Owner shall comply with any procedural requirements in connection with any such tender process as if the obligations under Schedule 3 had taken effect if it would be reasonable in all the circumstances so to determine (such matter being capable of referral to the Dispute Resolution Procedure in the event of dispute) and the Owner

will not be entitled to rely on any such tender process to deliver Affordable Housing if there has been any failure to follow the requirements of the tender process; and

- (c) nothing shall oblige the Owner to contract with any person or to transfer any interest to any person unless and until all elements of conditionality in relation to any relevant obligations have been satisfied.

#### **4 Planning obligations**

- 4.1 The Owner covenants to comply with the planning obligations in the Schedules and accepts the restrictions and requirements in this Deed.
- 4.2 Save as provided for in this Clause 4, in this Deed, where the Owner covenants so as to bind the Site or relevant part thereof, the relevant planning obligations shall have the following effect:
  - (a) covenants made by the Owner are made by RIL and the Trustee jointly and severally;
  - (b) save where otherwise expressly indicated the planning obligations shall be binding on any freehold owner and any tenant of that same part of the Site to which the obligations apply jointly and severally;
  - (c) the planning obligations shall be binding only if and to the extent that an owner has an interest within the meaning of Section 106 of the Act in the part of the Site to which the planning obligation relates; and
  - (d) obligations to perform or carry out works or activities on any part of the Site shall, so far as that is a positive obligation to perform or carry out works or activities only be enforced against the owners of that part of the Site.
- 4.3 If 2 (two) or more owners together hold an interest in any part of the Site which is bound by a planning obligation under this Deed as joint tenants then such planning obligation shall be a joint and several obligation on the part of those owners insofar as such planning obligations relate to that part of the Site so held.
- 4.4 Save as indicated in Clauses 4.6, 4.7 and 4.8 the planning obligations set out in this Deed shall not affect, bind or be enforceable against any owner of an occupational interest in any single Dwelling or single Commercial Unit forming part of the Development unless expressly so stated in this Deed.
- 4.5 The planning obligations in this Deed shall not be binding on or enforceable against any mortgagee or chargee which shall (from time to time) have the benefit of a mortgage or charge over any part of parts of the Site unless and until such mortgagee or chargee has entered into possession of the Site or the parts thereof to which such obligation relates.
- 4.6 The obligations in Paragraph 6 of Schedule 9 (On Site Transport) shall bind the owner of an occupational interest in Community Facilities and Commercial Units.
- 4.7 The obligations in Paragraphs 12 of Schedule 3 (Affordable Housing) shall bind Discounted Market Units.
- 4.8 Where under this Deed the Owner constitutes more than one person (because more than one person has an interest in the Site) all rights and powers (but not for the avoidance of doubt any responsibility for any obligations of the Owner) shall be exercisable only by:
  - (a) (so long as RIL retains a freehold interest in the Site or any part or parts of it) RIL or such other person whom RIL may from time to time nominate to act on its behalf to exercise rights and powers either generally or in relation to particular rights and powers which RIL may from time to time notify to the Councils; or

- (b) (if RIL or a successor to RIL in relation to all of RIL's interest in the Site disposes of all of its interest in the Site) the successor to RIL (or a successor to RIL in relation to the whole of RIL's interest in the Site) or such other person whom that successor may from time to time nominate to act on its behalf to exercise rights and powers either generally or in relation to particular rights and powers which that RIL may from time to time notify to the Council;
- (c) such other person (being a freehold owner of the whole or any part of the Site) as RIL (or its successor as contemplated by (b) above) may specify by notice in writing to the Councils in substitution for RIL (or that successor) either generally (so long as that person is an owner of the freehold interest in a substantial part of the Site) or in relation to a particular obligation or part of the Site (so long as that person is the owner or a major owner of the part of the Site in relation to which that obligation applies) and such other person shall exclusively be able to exercise all relevant rights and powers; or
- (d) if RIL (or a successor to the whole of RIL's interest in the Site) ceases to retain an interest in any part of the Site and there is no successor in relation to the whole of its interest as contemplated by (b) above and RIL fails to serve notice on the Councils as specified in (c) above before disposing of its interest the persons who together from time to time own the majority of the freehold interest in the Site,

at the request of the County Council or the Borough Council the person referred to at (a) or (b) or if (c) applies the person nominated for the purposes of (c) shall provide a memorandum setting out the party at that time with the authority to exercise all rights and powers under this Deed and the Councils are entitled to rely on that memorandum as authority to agree matters relating to this Deed with the relevant indemnified party.

## **5 The Borough Council's Covenants and the County Council's Covenants**

- 5.1 The Borough Council and the County Council each covenant with the Owner to comply with their respective obligations set out in this Deed.

## **6 Obligations after Disposal of Whole or Part**

- 6.1 The Owner (including for the avoidance of doubt its successors in title and assigns upon disposal) shall cease to have any obligation or liability under the terms of this Deed in relation to the Site or any part of it once it has parted with its interest or that part of it but without prejudice to liability for any breach of its covenant arising during its period of ownership.
- 6.2 The Owner will give the Councils written notice, as soon as reasonably practicable, of it parting with its interests in the Site and of any transfer or grant of lease of any part of the Site by it occurring before all of the obligations under this Deed have been discharged provided that this Clause shall not require the Owner to give notice of any charge of or any transfer or grant of a lease relating to an individual Dwelling nor of an individual Commercial Unit within the Site.
- 6.3 A notice pursuant to Clause 6.2 shall give details of the transferee's (or grantee's) full name and registered office if a company or usual address if not together with the area of the Site transferred or granted by reference to a plan.

## **7 Reasonableness and Approvals**

- 7.1 Where under this Deed any Approval, approval, consent, direction, authority, agreement or action is required to be given, reached or taken by any Party or is required to be satisfied, any such Approval, approval, consent, direction, authority, agreement or action or confirmation of satisfaction shall not be unreasonable nor unreasonably withheld or delayed but shall be dealt with expeditiously.

- 7.2 Where the Borough Council or County Council are required or requested to give an Approval under this Deed, then it shall use reasonable endeavours to make its decision or give an initial response in writing to the proposal within 20 (twenty) Business Days of the requirement or receipt of the request to issue that Approval unless an alternative timeframe or process is specified in the particular Clause or Paragraph to this Deed or the Approval is pursuant to a Planning Condition.
- 7.3 Where any Party refuses any Approval, approval, consent, direction, authority, agreement or action then reasons for that decision shall at the request of any other Party be provided in writing.
- 7.4 Save for any Approval to be given pursuant to a Planning Condition where any Party fails to provide a substantive response within 20 (twenty) Business Days to a requirement or request to which this Clause applies any Party shall be entitled to refer the matter to the Dispute Resolution Procedure.

## **8 Good Faith**

- 8.1 The Parties agree with one another to act in good faith in the fulfilment of their respective obligations under this Deed.

## **9 Notices**

- 9.1 Any notice given shall be in writing and shall either be delivered personally or sent by first class pre-paid post or sent by facsimile.
- 9.2 The address for service of the Parties shall be those stated in this Deed or such other address in England for service as the Party to be served may have previously notified in writing.
- 9.3 Any notice served in accordance with Clause 9.1 shall be deemed to have been given or made and delivered, if by delivery, when left at the relevant address or, if by post, 48 (forty eight) hours after posting (save that if this period includes a Saturday, Sunday or Public Holiday, the period of 48 (forty eight) hours shall not run during that time).

## **10 Third Party Rights**

- 10.1 No third party shall have a right to enforce the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 even where the terms are expressed to be for their benefit, nor shall any such third party have any rights of approval in regard to (or any veto over) any future variations of this Deed.

## **11 VAT and Taxes**

- 11.1 At the date of this Deed the Parties do not contemplate that the payment of contributions or the carrying out of works or other obligations specified in this Deed will be supplies subject to VAT and this is recognised in Clause 11.2. Clause 11.3 applies if that position changes.
- 11.2 All payments made or value passing under this Deed shall be exclusive of any VAT properly payable.
- 11.3 If VAT becomes properly payable on any payment made or value passing under this Deed a valid VAT invoice to the appropriate value will be issued.
- 11.4 The Parties agree insofar as legally and equitably permitted, to work with one another at the request and cost of the Owner to ensure that the framework or structure for the performance of

the obligations under this Deed is as tax efficient as possible PROVIDED THAT this shall not require:

- (a) the Borough Council nor the County Council to act in any way that is inconsistent with their respective public law duties and responsibilities; nor
- (b) any change or amendment to be made to the nature, scale or type of obligations, commitments or other provisions of this Deed.

## 12 Planning Gain Supplement Tax

- 12.1 If after the date of this Deed there shall be enacted or brought into effect any PGST which means that any obligations payments or commitments under this Deed and PGST applicable to development pursuant to the Planning Permission duplicate each other then the Parties agree that the terms of this Deed will at the election of the Owner by written notice to the Councils review and modify the Deed to the extent (if any) as is necessary to meet the Common Objectives.
- 12.2 In undertaking the review the Parties will have regard to:
- (a) any transitional arrangements put in place in the PGST legislation
  - (b) the point at which any PGST liability is triggered in relation to the Site
  - (c) any proposed allocation of PGST revenues by the Government to the area
  - (d) any other matters considered material by the Parties with regard to the PGST legislation
- 12.3 The Parties agree that any review which needs to be carried out pursuant to this Clause 12 shall be referred to an Expert for a determination if they cannot themselves agree what should be done. If the appointed Expert has determined that it is not possible equitably and workably to find a solution which marries the approach set out in this Deed and the introduction of PGST then it is open to the Owner to serve a notice terminating this Deed and Development shall then forthwith cease as if the Owner had declared Cessation of Development.
- 12.4 The steps which the Parties have agreed should be taken under this Clause 12 to the extent they are lawfully able to do so are:
- (a) restructuring obligations under this Deed relating to Common PGST Infrastructure and/or the manner of their discharge and/or securing such obligations under a substitute agreement under other statutory powers in order to minimise the PGST payable in respect of such obligation and to take advantage of any available PGST Relief; and/or
  - (b) making a joint approach to HMRC and as applicable the PGST Infrastructure Funding Body (and/or HM Treasury and/or the Department for Communities and Local Government and/or the Government Office for the South East as any party requests) to seek:
    - (i) clearance from HMRC that PGST Reliefs in respect of the PGST payable in respect of the Development will be available assuming either (i) that the Deed remains unmodified by the operation of this Clause 12 or (ii) how such PGST Relief would be available if the Deed were restructured; and/or
    - (ii) formal determination or clearance from HMRC as to the amount of PGST notionally payable in respect of the Common PGST Infrastructure assuming that the Deed remains unmodified by the operation of this Clause 12 or alternatively how much PGST would be so payable if the Deed were

restructured but in a way which seeks to achieve the Common Objectives;  
and/or

- (iii) formal determination or clearance from the PGST Infrastructure Funding Body and/or any other of the relevant bodies approached that grant funding directly or indirectly resourced via PGST will be payable in respect of Common PGST Infrastructure to or for the benefit of the Councils or one or more other local authorities who would be beneficiaries of payments made under this Deed in respect of Common PGST Infrastructure; and/or
- (iv) formal determination or clearance from HMRC of a basis for payment of PGST notionally payable in respect of the Development if adjustments (agreed by the Parties acting reasonably seeking to achieve insofar as possible the Common Objectives) were to be made to the Deed; and/or
- (c) the Owner making some or all of the payments due both under this Deed and in respect of PGST in relation to Common PGST Infrastructure in return for a commitment from the Councils to reimburse to the Owner any funds received by the Councils from the PGST Infrastructure Funding Body or any other central government body or agency in respect of Common PGST Infrastructure.

12.5 If PGST is payable by the Owner in relation to the Development notwithstanding the steps set out above:

- (a) the Councils will as soon as reasonably practicable upon receipt of PGST payments agree with the Owner the relevant proportion of the cost of performing any planning obligation under this Deed in relation to the matters covered by PGST;
- (b) the Councils will pay to the Owner the relevant proportion of the cost of performing any planning obligation under this Deed on the later of the receipt of PGST payments and the performance of the planning obligation under this Deed;
- (c) the Councils will not be required to make any payment to any party unless and until it receives a payment in relation to PGST;
- (d) the relevant proportion in respect of which the Councils will be obliged to compensate the Developer will be either:
  - (i) (where the amount of PGST is received by the Councils can be calculated directly by reference to the Development) the amount received by the Council as a consequence of payment of PGST in relation to the Development not exceeding the total cost to the Developer of performing the relevant planning obligations under this Deed; or
  - (ii) (where the PGST received by the Councils also relates to PGST referable to other developments and as a consequence the amount of PGST received by the Councils cannot be calculated directly by reference to the Development) either:
    - (aa) the proportion that the amount received by the Council as a consequence of payment of PGST in relation to the Development bears to the total amounts received by the Council over an appropriate period; or
    - (bb) the proportion that the total cost of performing those obligations under this Deed to which PGST is referable bears to the amount received by the Council in relation to the Development.

- 12.6 No variation to this Deed will be made that would result in any Party or combination of Parties being cumulatively paid more than the cost of performing the planning obligation under this Deed in relation to which the relevant proportion of PGST is paid.
- 12.7 In this Clause 12 any reference to the Councils is a reference to both the Borough Council and the County Council together or where either of them is the beneficiary of a particular obligation under the Deed in relation to Common PGST Infrastructure to whichever of them is the beneficiary of that particular obligation.
- 12.8 Nothing in this Clause 12:
- (a) will require either Council to release any obligation in this Deed on the Owner to provide any land required in order to deliver any planning obligation;
  - (b) will preclude the value of any land provided in order to perform any planning obligation from being taken into account if the value of that land can be accounted for (whether by set off or otherwise) in the relevant PGST approach.
- 12.9 The Owner will pay all reasonable legal and professional costs incurred by the Councils in taking reasonable steps in accordance with Paragraphs 12.1, 12.2 and 12.3.

### 13 Certification of Practical Completion

- 13.1 The term "Practical Completion" shall mean completed in accordance with the relevant specification and the provisions of (or pursuant to) any relevant Strategy and shall be determined as follows:
- (a) in relation to Fastrack Infrastructure the Owner shall provide at least 60 (sixty) Business Days notice of the proposed date of Practical Completion and provide the County Council with reasonable opportunity to inspect. Within 60 (sixty) Business Days of notification of the proposed date the County Council will either confirm that the facility is either:
    - (i) ready to be used for its intended purpose (PROVIDED THAT if the County Council are to carry out further works in accordance with the Transport Strategy then "ready to be used for its intended purpose" will mean ready for works to be carried out by the County Council) and therefore Practically Complete in which case the facility will be treated from the date of confirmation as Practically Complete;
    - (ii) Practically Complete, subject to the completion of identified matters which will make the facility ready to be used for its intended purpose (PROVIDED THAT if the County Council are to carry out further works in accordance with the Transport Strategy then "ready for its intended purpose" will mean ready for works to be carried out by the County Council) in which case the facility will be treated from the date of the satisfactory completion of the identified matters as Practically Complete; or
    - (iii) not Practically Complete;
  - (b) for the purpose of any works to a public highway or the formation of a new public highway (as defined under the Highways Act 1980) (except works to provide Fastrack infrastructure which will be certified as Practically Complete by the County Council in accordance with Paragraph 13.1(a)), Practical Completion shall have the same meaning given to the same term or the term "substantial completion" in the agreement entered into under the Highways Act 1980; and
  - (c) in relation to any other works that need to be Practically Complete, Practically Complete will mean that an Independent Assessor has certified that the works are

ready to be used for its intended purpose (PROVIDED THAT if the Borough Council or County Council or another body are to fit out the unit or facility in accordance with any Strategy then ready for its intended purpose will mean ready to be fitted out).

- 13.2 Prior to appointing an Independent Assessor to certify Practical Completion for a class of units or facilities the Owner will provide a list of 3 (three) relevant professionals to the relevant Council. The submitted list will identify the type of units in relation to which that professional is being proposed as the Independent Assessor and will provide adequate information on their professional experience and then:
- (a) within 10 (ten) Business Days the relevant Council must either:
    - (i) nominate 1 (one) of the listed professionals to be the Independent Assessor;
    - (ii) notify the Owner that none of the listed professionals are appropriately qualified to certify the units or facilities providing reasons for that view and any dispute will be the subject of the Disputes Resolution Procedure
  - (b) if the relevant Council do not nominate 1 (one) of the listed professionals within 10 (ten) Business Days then the Owner will be entitled to choose any party from the submitted list.
- 13.3 If there is a dispute as to whether or not a facility has been Practically Completed or any works required to be carried out before Practical Completion then for the purposes of this Deed the Councils will not enforce any obligation preventing the continuation or Occupation of the Development for the period between the referral and determination of the dispute under the Dispute Resolution Procedure.

#### **14 Dispute Resolution**

- 14.1 Save where it is expressly stated in this Deed that the matter may not be determined through the Dispute Resolution Procedure, if there is a dispute between the Parties in respect of any matter to be agreed pursuant to this Deed such dispute shall be determined in accordance with this Clause 14 and any Party may at any time (except where timescales are set out in specific Clauses or Paragraphs) require by notice in writing to the other Party an Expert to be appointed to resolve the dispute.
- 14.2 The Expert may be agreed upon by the Parties and in default of such agreement within one (1) month of a requirement being made pursuant to Clause 14.1 shall be appointed by the President or Vice President (or deputy) for the time being of the Chartered Institute of Arbitrators on the application of the Party or Parties made at any time after the one (1) month period:
- (a) if a dispute relates to construction, interpretation and/or the application of this Deed the Expert shall be a barrister or a solicitor;
  - (b) if a dispute necessitates any calculation or otherwise concerning a financial aspect of this Deed the Expert shall be a chartered accountant;
  - (c) if a dispute relates to the valuation of any interest or estate in any part of the Site the Expert shall be a RICS Chartered Surveyor;
  - (d) if a dispute relates to Affordable Housing the Expert shall be an appropriately qualified member of the Royal Town Planning Institute;
  - (e) if a dispute relates to education the Expert shall be an appropriately qualified person in the field of primary and secondary education facility provision;

- (f) if a dispute relates to transport the Expert shall be an appropriately qualified person in the field of transport;
- (g) in any other case the Expert shall be either an architect or civil engineer;
- (h) if a dispute relates to a matter falling within 2 (two) or more of sub-Clauses 14.2(a)–14.2(f) the President of the Chartered Institute of Arbitrators may appoint such person or persons falling within the description of sub-Clauses 14.2(a)-14.2(f) as he thinks appropriate including joint Experts; and
- (i) if the Expert nominated pursuant to such application shall die or decline to act another Expert may be appointed in his place as agreed between the relevant Parties.

- 14.3 Notice in writing of the appointment of an Expert pursuant to this Clause 14 shall be given by the Expert to the Parties and he shall invite each to submit within a specified period (which will not exceed 3 (three) weeks) any written representations each wishes to make to him and any submissions shall be provided to the Parties with an invitation to respond within a specified period (not exceeding 2 (two) weeks).
- 14.4 The Expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said specified period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 14.5 The Expert shall give notice in writing of his decision with reasons to the Parties within 6 (six) weeks of his appointment or within such extended period as the Parties may together allow.
- 14.6 The decision of the Expert shall be final on all matters referred to him and in the absence of manifest error shall be binding on the Parties.
- 14.7 If for any reason the Expert fails to make a decision and give notice thereof in accordance with Clauses 14.3 to 14.5 the Party or Parties may apply to the President of the Chartered Institute of Arbitrators for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 14.8 Each Party shall bear its own costs save that the fees of the Expert and of the Chartered Institute of Arbitrators shall be in the Expert's award.
- 14.9 Nothing in this Clause 14 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.
- 14.10 A dispute between the members of the Education Review Group or the members of the Transport Review Group will be treated as a dispute between the Parties for the purposes of this Deed provided that that member has the authority from either the Owner or the County Council (as appropriate).

## 15 Remedies

- 15.1 Where either of the Councils become aware of a breach or non-compliance with a provision of this Deed the Councils shall be entitled to serve notice of such breach upon the Owner and the notice of breach shall state the nature of the breach, the steps required to remedy the breach and a reasonable timescale for remedying the breach.
- 15.2 The Owner shall within 20 (twenty) Business Days of receiving the said notice (without prejudice to or limitation of any other actions open to it) give written notification to the Councils of its response to the notice including any claim that it will remedy the breach within the stated timescale, that the timescale is too short or that it rejects the notice for the reason that no breach has occurred.

15.3 In the event of a dispute arising regarding the notice of breach the matter shall be determined through the Dispute Resolution Procedure.

## **16 Notice/Monitoring**

16.1 The Owner shall give written notice to the Councils on or prior to the date that Implementation first takes place specifying that Implementation has taken or is about to take place (as appropriate).

16.2 Within 20 (twenty) Business Days following any threshold (which for the avoidance of doubt includes Thresholds) being reached the Owner will certify the same in writing to the Councils identifying the date upon which the relevant threshold was reached.

## **17 Use of Payments**

17.1 The Councils covenant with the Owner that unless otherwise agreed where monies are paid or land is made available under this Deed for the provision of buildings or facilities within the Site then those monies and that land shall only be used for buildings or facilities that are constructed (excluding extensions) pursuant to the Planning Permission.

17.2 Where obligations in this Deed provide for sums to be paid to the Councils for various prescribed purposes, the Councils are obliged to apply those sums to such prescribed purposes as listed in the relevant Schedule or to repay those sums (or parts of them) to the Owner in the circumstances specified in this Deed.

17.3 Subject to Clause 17.8, each of the Councils may apply the sums paid to them towards 1 (one) or more alternative purposes PROVIDED THAT each Council adheres to each of the following:

- (a) the original purpose for which the relevant payment is stated to be made has already been fulfilled or is still reasonably likely to be fulfilled in any event; and
- (b) there is no increase in obligation falling to the Owner; and
- (c) the alternative purpose is a purpose for which payments are being made by the Owner under this Deed or provision is being made by the Owner as part of the Development; and
- (d) the monies will be spent on mitigating an impact arising from the Development;
- (e) the monies will meet a cost that the relevant Council either has or is likely to incur and is not otherwise funded.

17.4 Before any application of unspent funds by either Council the Council wishing to apply the unspent funds to the alternative purpose shall request consent from the Owner along with an explanation of how each of the tests in this Clause 17.3 have been met and shall not use any part of the unspent funds until the Owner has given its consent.

17.5 Save where expressly stated in this Deed, or otherwise agreed any sum paid by the Owner to either of the Councils but remaining unspent and uncommitted on either its primary purpose or on an alternative purpose shall be repaid to the Owner no later than twenty (20) Business Days following the expiry of ten (10) years after receipt of such payment together with all accrued interest.

17.6 Except where specific provision is made for reporting, the Borough Council and the County Council shall report Quarterly to the Owner identifying all expenditure to date of sums paid to that Council under the terms of this Deed.

17.7 Where this Clause or any other provision of this Deed provides for monies to be returned to the Owners if unspent, the Borough Council or County Council (as relevant) will repay such monies to the company or individual that made the original payment (or such other party as that company or individual may notify in writing).

17.8 The provisions of Clause 17.3 – 17. 5 shall not apply to sums paid to the Borough Council or the County Council pursuant to Schedule 7 (Education) and Schedule 10 (Off Site Transport).

## 18 Miscellaneous

18.1 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

18.2 Where reference is made to a Paragraph, Clause, Plan, Part, Schedule, Appendix, Annex, Recital or Plan such reference (unless the context requires otherwise) is a reference to a Paragraph, clause, part, schedule, appendix, annex or a recital contained in (or, in the case of a plan, attached to) this Deed.

18.3 For the avoidance of doubt the provisions of this Deed shall not have any effect until this document has been dated.

18.4 References to the Borough Council and the County Council include any successors to their respective functions and references to any other party include the successors in title of that Party.

18.5 The restrictions and requirements contained in this Deed shall be treated as Local Land Charges and registered by the Borough Council at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.

18.6 Subject to the Owner covering the Borough Council's reasonable and proper costs, following receipt of notice from the Owner requesting that satisfaction of an obligation or obligations be noted on the register the Borough Council will amend the register if it is reasonable and proper to do so.

18.7 Save where expressly stated, references in this Deed to any statute by-law regulation order and delegated legislation shall include any statute by-law regulation order or delegated legislation re-enacting or made pursuant to the same.

18.8 The singular include the plural and vice versa.

18.9 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any alternative planning permission granted by any competent authority after the date of this Deed and nothing shall prevent any subsequent Section 106 agreement being entered into in respect of the Site which might vary or supersede this Deed.

18.10 A person includes a reference to that person's successors and assigns.

## 19 Other Consents

19.1 Where any planning permission (other than the Planning Permission) is granted for development on the Site such development and its implementation, construction and occupation shall be fully taken into account in establishing whether a Threshold has been met under this Deed except where:

(a) expressly provided otherwise in a planning obligation relating to such other planning permission; or

(b) the other planning permission is for a materially different form of development; or

- (c) the other planning permission is for a development which is materially on land outside the Site.

## **20 Indexation and Interest**

- 20.1 Interest on any late payment or contribution shall be paid from the date the payment or contribution fell due until the date of payment at 3% (three percent) above the prevailing UK inter-bank (or equivalent) rate provided that no sum shall be Index-linked and carry interest at the same time.
- 20.2 Unless otherwise specified where a specific fixed sum is referred to in this Deed indexation shall commence from the date of this Deed and where appropriate in other cases will run from the date where the sum is ascertained.
- 20.3 Unless the provisions in this Deed provide otherwise, any sums expressed to be Index-linked shall be Index-linked from the most recently published index prior to the date of this Deed until the most recently published index prior to the date of payment.

## **21 Third Party Land**

- 21.1 The Parties agree that nothing in this Deed creates or has any intention of creating any obligation on the Owner to do anything on or secure consents or rights over land outside of the Site and which is out of its control or ownership save for publicly adopted highway as expressly required under this Deed.

## **22 Statutory Functions**

- 22.1 Save in so far as legally or equitably permitted nothing in this Deed shall prejudice or fetter or restrict the rights, powers, duties and obligations of the Councils in the exercise by either of them of their statutory functions, rights, powers, duties or obligations.

## **23 Discharge by Performance**

- 23.1 Upon the performance discharge or fulfilment of any obligation of the Owner under the terms of this Deed such covenant, obligation or obligations shall absolutely cease and determine save in respect of any antecedent breach.

## **24 Suspension of Obligations**

- 24.1 Unless otherwise specified and subject to Paragraphs 24.2 and 24.3 the Owner's obligations shall be suspended as detailed in Schedule 12 (Suspension and Conditionality) from the date on which all construction activities relating to the Development have ceased for a period of 52 (fifty two) consecutive weeks or more provided that such obligations shall re-commence on the date that any material construction activities relating to the Development re-commence.
- 24.2 The provisions of Paragraph 24.1 are conditional upon :
- (a) the Owner having given the Councils at least 3 (three) months notice of the anticipated suspension date;
  - (b) the Owner indicating that there is a reasonable prospect of construction activities recommencing; and
  - (c) the Owner and the Councils agreeing that the underlying purpose of the planning obligation being suspended will not be materially prejudiced by the suspension (and if

such agreement cannot be reached, the matter shall be referred to an Expert pursuant to the Dispute Resolution Procedure).

- 24.3 The Owner's obligations shall be suspended to the extent specified in the second column of the table in Schedule 12 (Suspension and Conditionality).
- 24.4 All periods for the repayment of unused contributions by the Councils shall be extended by the period of suspension (unless notice of Cessation of Development is given by the Owner in which case all repayment periods shall end 5 (five) years from the date of such notice).
- 24.5 In respect of obligations of the Owner under Schedule 3 (Affordable Housing) without prejudice to the provisions of this Clause 24 nothing shall preclude the Owner from commencing any tender process in relation to any Affordable Housing Tranche during any period that the Development is Suspended but if it does so:
- (a) the Owner shall not in so doing waive or revoke any Suspension Notice; and
  - (b) the Owner shall comply with any procedural requirements in connection with any such tender process as if the obligations under Schedule 3 had taken effect and if it would be reasonable in all the circumstances so to determine (such matter being capable of referral to the Dispute Resolution Procedure in the event of dispute) the Owner will not be entitled to rely on any such tender process to deliver Affordable Houses if there has been any failure to follow the requirements of the tender process; and
  - (c) nothing shall oblige the Owner to contract with any person or to transfer any interest to any person unless and until the Owner has in all other respects recommenced the Development such as to bring an end to any suspension of the Development.

## 25 Dual Use of Facilities

- 25.1 The Owner and the Borough Council and the County Council covenant to use reasonable endeavours to explore with relevant service providers opportunities to maximise dual use of facilities where this will benefit the community, enhance sustainability, assist service providers with delivery of services, lead to better use of facilities and/or enable more effective and efficient management and maintenance.

## 26 Appointment of Co-ordinators

- 26.1 The Parties acknowledge and agree that the obligations falling to the Owner under this Deed requiring it to appoint a specialist co-ordinator need not mean that a separate specialist must be appointed to carry out each role, but instead the obligations can be met by 1 (one) or more specialist undertaking more than 1 (one) role so long as the roles and functions as defined in this Deed are carried out.
- 26.2 To the extent that it is necessary for any specialist contractor appointed or employed by either the Borough Council or the County Council under the terms of this Deed to have access to information or resources that is the property of the Owner or its agents, then subject always to any obligations that the contractor or the Councils may have under either freedom of information or environmental information legislation (or similar provisions) that specialist contractor will be bound to keep such information strictly confidential and be prevented from passing to or sharing with either Councils any or all such information unless authorised in writing by the Owner.

## 27 Cessation of Development

- 27.1 From the date that the Owner serves on the Councils a notice confirming Cessation of Development:

- (a) obligations in this Deed will cease to have effect except where the provisions provide otherwise; and
- (b) unless otherwise agreed no further development pursuant to the Planning Permission shall take place.

## **28 Conflict with Strategies**

- 28.1 In the event of a conflict between the terms of this Deed and the terms of a Strategy or any part or parts of it the terms of this Deed shall prevail.

## **29 Transfers**

- 29.1 Where there are references to Transfers from the Owner in this Deed those Transfers will be freehold or leasehold (in accordance with the relevant terms) at the Owner's absolute discretion.

- 29.2 The Owner covenants that:

- (a) all land transferred pursuant to this Deed;
- (b) all School Sites; and
- (c) the site for the LLLC

will (but not so as to override any explicit provision of this Deed as to the terms of transfer) be transferred free from any encumbrance or restriction that prohibits or adversely affects or would or could prohibit or adversely affect the use of that land for the purpose intended under this Deed.

## **30 Obligations requiring performance by a date or threshold**

- 30.1 Any provision of this Deed requiring performance by the Owner of an obligation prior to a date or threshold shall only be breached or capable of being enforced if that date or threshold has been passed without the relevant obligation having been performed.

# Schedule 1 – General Provisions

## 1 Definitions

In this Schedule the following definitions shall apply:

**Air Quality Monitoring Contribution** means the sum of £11,000 (eleven thousand pounds) Index-linked (RPI) towards to cost of air quality monitoring equipment to be located in the vicinity of the Site and for the maintenance, operation and repair costs of that equipment.

**Air Quality Management Area** means an area designated as such pursuant to Section 83 of the Environment Act 1995 (or any similar subsequent or replacement provision).

**Borough Officer Contribution** means the sum of £50,000 (fifty thousand pounds) per annum Index-linked (AEI) for the purposes of funding officers or officer time in accordance with the Liaison and Performance Protocol and costs associated with the Liaison and Performance Protocol in respect of activities relating to the Development.

**Community Participation Strategy** means the community participation strategy dated November 2007 or as such Strategy is amended from time to time under Planning Condition 4.

**Community Police Accommodation** means room(s) or office(s) to be made available wholly for use for the provision of community police services to Category A Finish PROVIDED THAT such rooms or offices need not exceed 50 (fifty) square metres.

**Community Police Accommodation Agreement for Lease** means an agreement for the grant of a full repairing and insuring lease for 21 (twenty-one) years (or less by agreement between Kent Police and the Owner) of the Community Police Accommodation on arm's length commercial terms appropriate to the premises concerned (including provisions as to rent (which shall be £1 (one pound)) maintenance charges and use and prohibitions on exterior alterations, sub-divisions, sub-lettings or assignments).

**Community Police Contribution** means the sum of £250,000 (two hundred and fifty thousand pounds) Index-linked (BCIS).

**Consultation Coordinator** means the person or company appointed in accordance with Paragraph 6.2 this of Schedule whose responsibilities are set out in the Community Participation Strategy.

**County Officer Contribution** means the sum of £25,000 (twenty five thousand pounds) per annum Index-linked (AEI) for the purposes of funding officers or officer time in accordance with the Liaison and Performance Protocol and costs associated with the Liaison and Performance Protocol in respect of activities relating to the Development.

**Heritage Facility Contribution** means the sum of £70,000 (seventy thousand pounds) Index-linked (RPI).

**Interim LLLC** means temporary serviced building space of up to two hundred (200) square metres to be provided by the Owner in accordance with Paragraph 4.2 of Schedule 7.

**Liaison and Performance Protocol** means the protocol set out in Annex 1 of this Schedule.

**Local Employment Initiative Action Plan** means the action plan at Annex 3 of this Schedule.

**Planning Officer Contribution** means the sum of £15,000 (fifteen thousand pounds) for the purposes of managing the consideration of applications pursuant to the Planning Permission.

**Sustainable Development Co-ordinator** means the person or company appointed in accordance with Paragraph 8.1 of this Schedule whose responsibilities are set out in the Sustainable Development Strategy.

## **2 Officer Time Costs and Liaison and Performance Protocol**

- 2.1 Within 20 (twenty) Business Days of the date of this Deed, the Owner will pay the Planning Officer Contribution to the Borough Council.
- 2.2 On or before the submission of the first Area Master Plan and annually for 4 (four) years thereafter the Owner will pay:
- 2.2.1 the Borough Officer Contribution to the Borough Council; and
- 2.2.2 the County Officer Contribution to the County Council.
- 2.3 The Owner and the Councils will use reasonable endeavours to act in accordance with their respective obligations set out in the Liaison and Performance Protocol for the period of 5 (five) years from the date of submission of the first Area Master Plan.
- 2.4 The Parties acknowledge and agree that for the 5 (five) year period set out in Paragraphs 2.2 and 2.3 the provisions in this Paragraph 2 shall be in place of any local development order in force from time to time insofar as such local development orders require payment of officer time costs or their equivalent (but not in relation to any other matters covered or required by the local development order(s)) but in the event that any statutory regime requires payment for officer time costs such costs shall set off against later annual payments of the Borough Officer Contribution and the County Officer Contribution.

## **3 Monitoring**

- 3.1 The Owner will within 20 (twenty) Business Days of the second and fourth Quarter Dates in any year following First Occupation make written returns providing full information on the matters as set out at Annex 2 of this Schedule to the Councils for the preceding 6 (six) months until Completion of Development.

## **4 Police**

- 4.1 Prior to submission of the Area Master Plan for the Market Centre the Owner shall liaise with Kent Police (or its successor providers of community policing) to establish the level of provision to be made within the Market Centre for the Community Police Accommodation.
- 4.2 Community Police Accommodation shall be identified in broad locational terms on the Area Master Plan for the Market Centre.
- 4.3 The Owner will for a period of 5 (five) years following Approval of the Area Master Plan for the Market Centre invite Kent Police (or its successor) to enter into a Community Police Accommodation Agreement for Lease in respect of the Community Police Accommodation.
- 4.4 If Kent Police or its successor is willing to enter into the Community Police Accommodation Agreement for Lease the Owner will negotiate in good faith with the intention of exchanging a Community Police Accommodation Agreement for Lease on terms that the Owner will Practically Complete the Community Police Accommodation by no later than Practical Completion of the Market Centre.
- 4.5 Prior to the First Occupation of 2000 (two thousand) Dwellings the Owner will pay to the Borough Council the Community Police Contribution.
- 4.6 If paid pursuant to Paragraph 4.5 the Borough Council will make available the Community Police Contribution to Kent Police for the provision of facilities, equipment, staffing or other

resources for the purposes of providing community police services to serve the locality of the Development.

## **5 Heritage Facility**

- 5.1 The Owner will pay the Heritage Facility Contribution to the County Council on or before the later of:
- (a) 10 (ten) Business Days after the Owner has been notified by the County Council or the Borough Council that a location has been secured for the siting of an interpretation facility or display (whether on-site or off-site, temporary or permanent); and
  - (b) the First Occupation of 500 (five hundred) Dwellings.
- 5.2 The County Council will use the Heritage Facility Contribution solely for the provision of a permanent or semi-permanent heritage display or exhibition either by way of an off-site interpretation facility or on-site interpretation facility within a public building in accordance with the principles set out in the Community & Leisure Facilities Strategy.
- 5.3 The Owner will make available at no cost to the County Council an area within the Interim LLLC for the provision of a temporary heritage display from the time when the Interim LLLC opens to the public until such time as the LLLC is available for Occupation pursuant to Schedule 7.

## **6 Community Participation**

- 6.1 The Owner will implement the Community Participation Strategy, as approved, at all times during the construction of the Development.
- 6.2 The Owner will appoint a Consultation Co-ordinator prior to Implementation and the name and contact details for the Consultation Co-ordinator shall be provided to the Councils.
- 6.3 The Owner will ensure that a Consultation Coordinator is employed during the construction of the Development at the Owner's cost until 1 (one) year after the Completion of the Development unless otherwise agreed by the Councils.
- 6.4 As part of the submission of each Area Master Plan and Reserved Matters Application the Owner will provide the Councils with a report summarising community participation and consultation events and exercises carried out pursuant to the Community Participation Strategy during the preceding six (6) month period to the extent that it is directly relevant to the submitted Area Master Plan or Reserved Matters Application, such report to include a summary of the responses to such exercises and events (if any).

## **7 Local Employment Initiative**

- 7.1 The Owner will use reasonable endeavours to implement the Local Employment Initiative Action Plan from Implementation through to Completion of the Development (unless otherwise agreed by the Borough Council) including seeking to ensure that clauses reflecting the provisions and requirements of the action plan are included in appropriate contracts let in relation to the Development PROVIDED THAT the Owner shall be under no obligation under this Paragraph 7.1 to incur directly or indirectly additional costs other than reasonable administrative and processing costs.
- 7.2 The Owner will offer to meet with representatives of the Borough Council not less than every 6 (six) months from Implementation through to Completion of the Development (unless otherwise agreed by the Borough Council) to review performance under the Local Employment Initiative Action Plan.

## **8 Energy Conservation and Sustainable Development**

- 8.1 The Owner will not Implement the Development before a Sustainable Development Co-ordinator has been appointed and the name and contact details for the Sustainable Development Co-ordinator have been provided to the Borough Council and the role and functions of that co-ordinator shall be as set out in Section 6 of the Sustainable Development Strategy.
- 8.2 The Owner will continue to employ or appoint a Sustainable Development Co-ordinator until one (1) year after the Completion of the Development unless otherwise agreed by the Councils (and at no cost to the Councils).
- 8.3 The Owner will offer to meet with representatives of the Borough Council not less than every 6 (six) months (unless otherwise agreed by the Borough Council) to review performance under the Sustainable Development Strategy.

## **9 Air Quality Monitoring**

- 9.1 The Owner will not permit the First Occupation of more than 300 (three hundred) Dwellings until the Air Quality Monitoring Contribution has been paid to the Borough Council.
- 9.2 If any part of the Site is designated as an Air Quality Management Area the Owner will pay to the Borough Council within 20 (twenty) Business Days of invoicing the full costs reasonably and properly incurred by the Borough Council (including consultants' fees and costs):

- (a) in making such designation; and
- (b) arising from such designation

including in each case the carrying out of assessments and production of action plans PROVIDED THAT the Owner shall not be required to pay more than a total of £30,000 (thirty thousand pounds) Index-linked (RPI) under this Paragraph 9.2.

- 9.3 If any part of the Site is designated as an Air Quality Management Area, the Owner will assist with the implementation of the action plan where:
- 9.3.1 it is reasonably within the ability of the Owner to do so;
  - 9.3.2 the Owner does not incur any significant costs (direct or indirect) (additional to those set out in Paragraphs 9.1 and 9.2 above); and
  - 9.3.3 the Borough Council will provide to the Owners within 20 (twenty) Business Days of receiving a written request from the Owner a report setting out the data and outputs produced by it from its air quality monitoring assessment in connection with an Air Quality Management Area.

## **10 Ambulance Hard Standing**

- 10.1 On or before the First Occupation of 1800 (one thousand eight hundred) Dwellings the Owner will provide an ambulance hard standing in accordance with the requirements of the Community and Leisure Facilities Strategy.

# Annex 1 to Schedule 1

## Liaison and Performance Protocol

- 1 This Liaison and Performance Protocol sets out the key principles for liaison, formal communication and the determination of detailed submissions and requests for approvals and reserved matter applications relating to the Development. The Liaison and Performance Protocol also seeks to identify realistic timescales so as to provide a guide timetable for dealing with the key matters identified.
- 2 The Owner will keep under review a guide timetable for delivery of the project overall ("the Delivery Timetable") and each Area Master Plan or Reserved Matters submission shall be accompanied by the latest indicative Delivery Timetable for information purposes only.
- 3 As part of the Liaison and Performance Protocol, the Owner and the Councils shall identify measures and procedures and agreed objectives in order to reasonably ensure that the project guide timelines and Delivery Timetable are achieved.
- 4 The Liaison and Performance Protocol addresses the following matters or such other matters agreed between the Councils and the Owner:
  - (a) Reserved Matters
    - (i) The target timetable for determination of all Reserved Matters Applications will be the relevant statutory time periods unless otherwise agreed by the Parties.
    - (ii) The Councils will use reasonable endeavours to engage in such pre-submission discussions regarding Area Master Plans or Reserved Matters Applications as the Owner may reasonably request.
  - (b) Liaison
    - (i) The Owner and Councils will seek to agree a framework of regular meetings to ensure liaison on all aspects of the project.
    - (ii) The Owner and the Councils will meet at the election of any of the Parties but no more than on a monthly basis (unless otherwise agreed) to review the overall performance and handling of all planning Approvals, consents, reserved matters and discharge of conditions. Each Party will notify the other of matters to be included in the review 5 (five) Business Days in advance of the meeting.
    - (iii) The Councils will use reasonable endeavours to take the necessary action to rectify or address problems identified with respect to the time it is taking to process applications.
    - (iv) Measures will be put in place by the Councils to seek to ensure effective liaison with key Government departments, agencies or bodies whose activities may impinge directly or indirectly on the implementation of the scheme.
    - (v) Meetings will be attended by the project officer of each relevant Council or his/her suitably qualified nominee. The Owner will be represented by a suitable nominee of the Owner or its agent.
  - (c) Liaison with Third Parties and New Investors
    - (i) The Owner will use reasonable endeavours to ensure the owners of any land transferred for residential, employment and commercial purposes are made aware of the general provisions set out in this Liaison and Performance Protocol and where relevant the provisions of this Deed.

(d) Other documents submitted for approval or review

- (i) The Owner will give 10 (ten) Business Days' notice to the Councils (wherever practicable, to the relevant officers at the Councils) of any anticipated submission of documents (including plans, programmes, Area Master Plans, etc.) for approval or review.
- (ii) In addition to the requirement on the Councils in Paragraph 4(a)(i) the Councils will deal promptly with all such documents submitted for Approval and will provide the Owner with an indicative date for a substantive response or decision in relation to such submitted documents. Where possible, such timeframe should be consistent with the Owner's reasonable commercial objectives, but taking into account any requirements to carry out consultation (whether pursuant to a strategy or otherwise). The Councils shall then use reasonable endeavours to provide such response or decision within the stated timeframe.
- (iii) The Councils will use reasonable endeavours to allocate officer time and attention so as to enable the prompt and efficient handling of all documents submitted for Approval or review.
- (iv) The Councils will use reasonable endeavours to ensure that the officers tasked with dealing with any submission in relation to the Development are sufficiently experienced in such matters and/or issues and that such officers have a clear understanding of the requirements of the Agreement, the Planning Permission and the relevant strategies and master plans.
- (v) The Councils will use reasonable endeavours to notify the Owner no later than 10 (ten) Business Days prior to any public meeting of the Borough Council's Committee or Members at which any matter relating to the Development will be discussed and/or decided unless otherwise agreed.

5 At the request of any Party, the Parties shall as soon as practicable after the fourth anniversary of the date of the Deed review whether any extension of the terms of the Liaison and Performance Protocol should be extended and additional contributions made towards the officer time costs of the Borough Council and the County Council.



# Annex 3 to Schedule 1

## Local Employment Initiative Action Plan

The Owner will encourage the employment of local residents and local companies during the construction of the Development as a contribution to the regeneration of the local economy.

### Commitments

1. To seek to encourage the employment of local residents and local companies.
2. To support the local employment initiative applicable to Dartford and in place from time to time (at present Employ Kent Thameside) ("Employ Kent Thameside")
3. All developers and construction contractors are to support the local employment initiative and to demonstrate their commitment at the tender stage, by submitting an employment and training pro-forma, which will require:
  - contact and general information
  - expected types and numbers of jobs
  - opportunities that can be provided for construction training
  - details of any sub-contractors

The Owner will provide Employ Kent Thameside with the employment and training pro-forma for the purposes of tender before the first tendering exercise takes place.

4. The Owner will require that principal and sub-contractors are made aware (through contact details to be provided at tender stage) of the services on offer via Employ Kent Thameside at the relevant tender stage.
5. Upon receiving written notice from Employ Kent Thameside the Owner is to provide a single temporary on-site Employ Kent Thameside Job Shop on the Site (of up to 30 (thirty) square metres in size) and within a reasonable period of time to encourage a local and effective support centre for contractors and residents alike. Until that time contractors will be encouraged to use the Employ Kent Thameside Job Shop at The Bridge.
6. The Owner will also require those taking employment space to complete a similar pro-forma stating contact details, information on projected vacancies, training placements and training requirements.
7. The Owner will provide information (including contact details) about Employ Kent Thameside within its marketing information packs and on its website. New companies to be encouraged to contact Employ Kent Thameside and the Learning Shop.
8. The Owner to continue to work with the Employ Kent Thameside project and its job/training brokerage partners, NWK College and Job Centre Plus in accordance with the Community and Leisure Facilities Strategy, to provide continued help and support for local residents and new companies moving into the Development. This to be achieved through the provision of a Learning Shop for the Site based on and linked to The Learning Shop at Bluewater and The Learning Shop at The Bridge.

### Monitoring and review

9. Annual monitoring reports are to be produced which analyse the number of local residents and contractors employed on the Site. Such monitoring to be carried out in conjunction with Employ Kent Thameside. The review will evaluate the methods used to encourage local residents and companies to take up employment at the Site and whether other methods may

be more effective in encouraging the employment of local residents and companies. Depending on the outcome of the review the methods being used should be adapted or changed in order to achieve the aim of encouraging the employment of local residents and local companies at the Site.

## Schedule 2 – Strategy Review Mechanism

### 1 Definitions

In this Schedule the following definition shall apply:

**Strategy Review Payment** means the sum of £1,250 (one thousand two hundred and fifty pounds) towards the administrative costs and officer time costs of the Borough Council or the County Council (as appropriate) in the review of Strategies initiated by the Owner.

**Development Parameters** means the development parameters incorporated into the Planning Application.

### 2 Review Mechanism

2.1 The Owner and the Councils may elect to initiate a review of the following Strategies at any time by serving written notice on the other Parties:

- (a) Community Leisure Facilities Strategy;
- (b) Education Delivery Strategy;
- (c) Landscape & Open Space Strategy; and
- (d) Public Realm Strategy.

2.2 The Owner (but not the Councils) may elect to initiate a review of the Sustainable Development Strategy at any time by serving written notice on the Councils.

2.3 On serving a notice pursuant to Paragraph 2.1 or 2.2, the Party initiating the review shall within 20 (twenty) Business Days circulate its review (along with proposed changes) of the content of the relevant Strategy in order to determine the effectiveness of the operation of that Strategy and any changes that need to be made to ensure that it meets its objectives.

2.4 Any associated change to the Site Wide Master Plan, Area Master Plan and associated design codes shall also be notified together with reasoned justification in writing to the other Parties (together with a copy to Swanscombe and Greenhithe Town Council) within 20 (twenty) Business Days of the written notice served under Paragraph 2.1 or 2.2.

2.5 Subject to Paragraph 2.7 where it is relevant, if the proposed changes cannot be agreed between the Parties within 40 (forty) Business Days of receipt (or such further period as the Parties may reasonably agree in writing) then any Party may elect to serve notice on the others that the Dispute Resolution Procedure shall apply.

2.6 If the Owner elects to review a Strategy as part of a submission of an Area Master Plan or Reserved Matters Application then Paragraph 2.5 (above) shall not apply but instead the revised Strategy will be submitted to the Borough Council and County Council (together with a copy to Swanscombe and Greenhithe Town Council) for consideration to support the relevant Area Master Plan or Reserved Matters submission submitted for Approval and if the revised strategy is not agreed between the Parties within 40 (forty) Business Days, the matter shall be referred to the Dispute Resolution Procedure.

2.7 When undertaking any periodic review and subsequent amendment of any of the Strategies listed in Paragraph 2.1 or 2.2:

- (a) at no time shall the Owner be obliged to suffer any of the consequences set out in Paragraph 2.8; and

- (b) the Owner shall not be obliged to increase its financial contributions, costs, expenditure, or liability under or in connection with any of the Strategies save to the extent that:
  - (i) it is necessary to meet statutory requirements;
  - (ii) it is necessary to meet final published national policy requirements;
  - (iii) the change is necessary to ensure that the objectives set out in the original strategy are met to the extent that it is reasonable and practicable at the date of the review

and if such matters cannot be agreed it shall be referred to the Dispute Resolution Procedure.

2.8 The Parties agree and acknowledge that no review and/or subsequent amendment of a Strategy will require, unless the Owner so requests:

- (a) change to the Land Use Disposition Plan as Approved at the date of the review;
- (b) change to any part of the Development already completed, under construction or for which approval of Reserved Matters has been obtained within the previous 24 (twenty four) months;
- (c) change to or departure from the Development Parameters;
- (d) change to reflect any statutory guidance policy requirements or codes that were overridden at the date of the original Strategy;
- (e) change to or departure from any design guidance Approved at the date of the proposed Strategy;
- (f) imposition of any restriction on the Owner's ability to build out the Development and/or review any trigger or threshold and/or the introduction of any new trigger or threshold over and above that contemplated in the original Strategy;
- (g) material delay to a substantial part of the Development;
- (h) a change to the size or number of facilities, subject to statutory requirements; or
- (i) any retrospective effect for buildings or works already completed unless statutory requirements have changed.

2.9 The Parties agree and acknowledge that nothing in this Paragraph 2 shall require a Strategy to be re-written any more than is necessary to give full and proper effect to any amendments agreed by the Parties.

2.10 If the Owner initiates a review of a Strategy within 2 (two) years of the last review of that Strategy, the Owner will pay to the Borough Council (and the County Council if the County Council is involved in the review) the Strategy Review Payment (such sum to be paid to each Council involved in the review) on the date of service of the notice to initiate such review pursuant to Paragraphs 2.1 and 2.2.

2.11 When applying this Review Mechanism the Parties will have due regard to any requirements in the current Approved Strategy relating to reviews of that Strategy, matters for review and methods or procedures for such review.

2.12 Until the review of any Strategy is Approved the former Strategy shall continue to apply for the purposes of the Planning Conditions and the Deed.

## Schedule 3 – Affordable Housing

### 1 Definitions

In this Schedule the following definitions shall apply:

**Affordable Housing** means housing to either purchase or rent at a sale price or rent level below that associated with open market housing and shall include the following tenures (each as defined in Schedule 3 of this Deed):

- (a) Social Rented Housing;
- (b) Shared Ownership Housing;
- (c) New Build Homebuy;
- (d) Discounted Market Housing;
- (e) any other tenure from time to time consistent with any definition or interpretation of affordable housing in the Borough Council's adopted planning policy;
- (f) any other tenure from time to time proposed by the Owner and Approved by the Borough Council; and
- (g) where permitted under this Deed, Affordable Housing Equivalents.

**Affordable Housing Equivalent** means an Affordable Housing Unit deemed to have been Provided by virtue of:

- (a) an Affordable Housing Release Contribution having been paid pursuant to Paragraph 6.14, 7.4 or 15.4 of this Schedule; or
- (b) any Affordable Housing Units having been either released or deemed to have been Provided under Paragraphs 6.11.3, 6.16, 7.3 or 15 of this Schedule

PROVIDED THAT where a unit is released and an Affordable Housing Release Contribution paid in relation to that unit that release and contribution shall be regarded as a single Affordable Housing Equivalent for the purposes of Paragraphs 1.1 and 1.2 of Part 1 of this Schedule and the Thresholds in Paragraphs 3.1 and 3.2 of Part 1 of this Schedule.

**Affordable Housing Parcel** means a parcel of or interest in land for the provision of some or all of an Affordable Housing Tranche.

**Affordable Housing Provider** means either:

- (a) a Registered Social Landlord; or
- (b) a person or body that is not a Registered Social Landlord and who may lawfully provide or fund Affordable Housing from time to time approved by the Borough Council including any other person or body awarded grant funding by the Housing Corporation for the provision of Affordable Housing within the Development (for the purposes of Section 27A of the Housing Act 1996); or
- (c) a person or body from the Approved List of Affordable Housing Providers.

**Affordable Housing Release Contribution** means the sum of £30,000 (thirty thousand pounds) Index-linked (BCIS) except for the purposes of Paragraph 6.14 of this Schedule where Affordable Housing Release Contribution means the sum of £15,000 (fifteen thousand pounds) Index-linked (BCIS)