

DATED

2022

SOUTH OXFORDSHIRE DISTRICT COUNCIL (1)

-and-

OXFORDSHIRE COUNTY COUNCIL (2)

-and-

DCL GIBBS CHILDREN'S SETTLEMENT (3)

-and-

DCL GIBBS WILL TRUST (4)

-and-

THOMAS HOMES LIMITED (5)

-and-

**MATTHEW VALENTINE FLEMING AND JUSTIN GEOFFREY GIBBS
(6)**

PLANNING OBLIGATION

relating to development at land to the north and south of Abingdon
Road, Oxfordshire

Application []

THIS DEED is made on the _____ day of _____ Two
Thousand and Twenty-Two

BETWEEN:

- (1) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** (“the District Council”)
- (2) **OXFORDSHIRE COUNTY COUNCIL** (“the County Council”)
- (3) **DCL GIBBS CHILDREN’S SETTLEMENT** (“First Owner”)
- (4) **DCL GIBBS WILL TRUST** (“Second Owner”)
- (5) **MATTHEW VALENTINE FLEMING AND JUSTIN GEOFFREY GIBBS** (“Additional Landowners”)
- (6) **THOMAS HOMES LIMITED** (“the Developer”)

Interpretation

In this Deed:

- 1.1 “the 1980 Act” means the Highways Act 1980
- 1.2 “the 1990 Act” means the Town and Country Planning Act 1990
- 1.3 “Additional Land” means the land shown edged brown and numbered ‘8’ on the Plan 2 and the land coloured light blue and numbered ‘9’ on Plan 2
- 1.4 “Additional Land Owner” means Matthew Valentine Fleming of Horstead, Mill Road, Horstead, Norwich NR12 7AU and care of Savills LLP Wytham Court, 11 West Way, Oxford OX2 0QL and care of Lee Bolton Monier- Williams LLP, 1 The Sanctuary, London SW1P 3JT and JUSTIN GEOFFREY GIBBS of Dairy House Farm, Luke Street, Berwick St. John, Shaftesbury SP7 0HQ and care of Savills LLP Wytham Court, 11 West Way, Oxford OX20QL and care of Lee Bolton Monier-Williams LLP, 1 The Sanctuary, London SW1P 3JT.
- 1.5 “Affordable Housing Unit” has the meaning given to it in the First Schedule
- 1.6 “County Council” means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions and any duly appointed employee or agent of the County Council or such successor

- 1.7 “Developer” means Thomas Homes Limited (company registration number: 04676886) whose registered office is at Arlington House, Arlington Grange, Curridge Road, Curridge, Thatcham RG18 9AB
- 1.8 “the Development” means residential development of up to 17 dwellings associated open space, doctors surgery, allotment land, village hall extension and improvements, cemetery and other infrastructure on the Site as referred to in the Planning Application
- 1.9 “District Council” means the said South Oxfordshire District Council of 135 Eastern Avenue Milton Park Milton Abingdon OX14 4SB and any successor to its statutory functions and any duly appointed employee or agent of South Oxfordshire District Council or such successor
- 1.10 “Dwelling” means a building (including a house bungalow flat or maisonette) constructed or proposed to be constructed on the Site pursuant to the Planning Permission or part of such building designed for residential occupation by a single household and includes Affordable Housing Units
- 1.11 “ First Owner” means Rupert Michael Fleming of 53 Scarsdale Villas, London W8 6PU and care of Savills, Wytham Court, 11 West Way, Oxford OX2 0QL and Christopher Thomas Bremner Purvis of 4 Queensborough Studios, London W2 3SQ and care of Savills, Wytham Court, 11 West Way, Oxford OX2 0QL as the trustees of the DCL Gibbs Children’s Settlement and its successors in title and assigns
- 1.12 “Footpath Land” means sufficient land as is reasonably required by the County Council for the future construction of a footpath and cycleway between points ‘A’ and ‘B’ and shown generally on Plan X
- 1.13 “General Market Housing” means Dwellings excluding Affordable Housing Units and “General Market Housing Unit” shall be construed accordingly
- 1.14 “including” means including without limitation or prejudice to the generality of any preceding description, word, term or phrase or otherwise and ‘include’ shall be construed accordingly
- 1.15 “Implementation” means the carrying out pursuant to the Planning Permission of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, site boundary, noise attenuation works, the provision of security fencing or hoarding, erection of any temporary means of enclosure, the temporary

display of site notices or advertisements and “implement” and “implemented” shall be construed accordingly

- 1.16 “Interest” means interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc and compounded annually
- 1.17 “Occupation” means first occupation of a Dwelling for residential purposes but shall not include occupation for the purposes of construction or fitting out or as a “show home” for marketing purposes and “Occupy” and “Occupied” shall be construed accordingly
- 1.18 “the Owners” means together the First Owner and the Second Owner
- 1.19 “the Parish Council” means Burcot and Clifton Hampden Parish Council
- 1.20 “the Planning Application” means the application to be submitted by the Parish Council and procured by the Developer for a Community Right to Build Order pursuant to the Neighbourhood Planning (General) Regulations 2012 for planning permission validated on [] submitted to the District Council for the Development and allocated reference number []
- 1.21 “Plan 1” means the plan attached to this Agreement and marked ‘Plan 1’
- 1.22 “Plan 2” means the plan attached to this Agreement and marked ‘Plan 2’
- 1.23 “Plan 3” means the plan attached to this Agreement and marked ‘Plan 3’
- 1.24 “the Planning Permission” means planning permission granted or confirmed (as the case may be) pursuant to the Planning Application
- 1.25 “Primary School Contribution” means the sum of one hundred and fifty thousand pounds (£150,000.00) as required for improvements at the local Clifton Hampden Primary School
- 1.26 “Second Owner” means Hugo Dalzell Gibbs of 95 Shuttleworth Road, London SW11 3DL and of 1 Brompton Cottages, Hollywood Road, London SW10 9HL and **Justin Geoffrey Gibbs** of 95 Shuttleworth Road, London SW11 3DL and of 1 Brompton Cottages, Hollywood Road, London SW10 9HL as the trustees of the **DCL Gibbs Will Trust** and its successors in title and assigns
- 1.27 “the Site” means the land to the north and south of Abingdon Road, Oxfordshire as shown edged red on Plan 1 but excluding the Additional Land being the land edged red and numbered ‘1’ and the land edged orange and numbered ‘2’ on Plan 2
- 1.28 “Village Hall Extension and Improvements” means the extension and improvements permitted by the Planning Application
- 1.29 “Working Day” means any day except Saturdays Sundays and Bank or other public holidays or a day on which clearing banks are not open for normal

business and does not include the dates between 23 December and the immediately following 2 January in each year

- 1.30 Any reference to an enactment includes any amendments to or modifications of it and the version of it for the time being in force shall apply
- 1.31 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.32 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed
- 1.33 Where the context so requires:
 - 1.33.1 the singular includes the plural and vice versa
 - 1.33.2 the masculine includes the feminine and vice versa
 - 1.33.3 persons includes bodies corporate associations and partnerships and vice versa
- 1.34 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons
- 1.35 Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.36 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1 The First Owner is the owner of the freehold of the part of the Site with absolute title under title number ON93631 free from incumbrances as the First Owner hereby warrants
- 2.2 The Second Owner is the owner of the part of the site with absolute title under title number ON294248 free from incumbrances as the Second Owner hereby warrants
- 2.3 For the purposes of the 1990 Act the District Council is the district planning authority for the area which includes the Site and the Additional Land
- 2.4 For the purposes of the 1990 Act the County Council is the county planning authority for the area which includes the Site and the Additional Land
- 2.5 For the purposes of the 1980 Act and the Road Traffic Regulation Act 1984 and Traffic Management Act 2004 the County Council is the highway authority

and the traffic authority for certain highways in the area which includes the Site and the Additional Land

- 2.6 The Parish Council has with the consent of the Developer, the Owners and the Additional Land Owner submitted the Planning Application to the District Council for planning permission for the Development
- 2.7 The District Council is minded to grant planning permission for the Development pursuant to the Planning Application subject inter alia to the completion of this Deed
- 2.8 This Deed is made under Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 section 1 of Localism Act 2011 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owners in respect of the Site and by the Additional Owners in respect of the Additional Land and enforceable by the District Council and the County Council
- 2.9 The covenants in this Deed (except those in clauses 3.4, 8.1 to 8.3 and 13 to 16 which shall take immediate effect and clauses 3.5.1 and 6 which shall come into effect on the grant of the Planning Permission) shall come into effect on Implementation
- 2.10 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality
- 2.11 No person shall be liable for any breach of this Deed after he/it has parted with the whole of his/its interest in the Site and/or the Additional Land or the relevant part of the Site and/or the Additional Land in relation to which the breach of this Deed occurs as the case may be unless it/he held an interest in such part of the Site at the date of the breach Provided that obligations to pay contributions shall bind the whole Site and obligations to carry out works in the highway shall bind the whole Site
- 2.12 If the Planning Permission shall expire prior to Implementation or be revoked or otherwise withdrawn (other than at the request of the Owners) or the Planning Permission is quashed following a successful challenge then the terms of this Deed shall cease to have effect
- 2.13 No purchaser or occupier (or his mortgagee) (or their respective successors in title) of any individual Dwelling nor any statutory authority or service

company acquiring part of the Site or the Additional Land or any electricity sub-station gas governor or other land within the Site or Additional Land for the purposes of providing services for the Site shall be liable for any breach of this Deed PROVIDED ALWAYS THAT the provisions set out in the First Schedule shall apply to the owners and or occupiers of Affordable Housing Units

3. **Covenants**

The Owners covenant as follows:

- 3.1 The Owners covenant with the District Council to observe and perform the obligations set out in the First Second (save for paragraph 3 which shall be for the Additional Owner to comply with) and Third Schedules
- 3.2 The Owners covenant with the County Council to observe and perform the obligations set out in the Fifth Schedule (save for paragraph 2 which shall be for the Additional Owner to comply with)
- 3.3 to give the District Council and separately the County Council written notice of any disposal of its interest in the Site or the Additional Land and of the name and address of the new owner and the date of the disposal within 10 Working Days of such disposal PROVIDED THAT this obligation shall not apply in respect of
 - 3.3.1 any disposal of an individual Dwelling or Dwellings; or
 - 3.3.2 any disposal of any part of parts of the Site or the Additional Land for servicing or utility requirements or to a statutory body or service supply undertaker of an electricity substation gas governor pumping station water pumping station or other statutory service which have been constructed or installed in or on the Site or the Additional Land
- 3.4 to notify the District Council and separately the County Council in writing of
 - 3.4.1 the intended date of Implementation of the Development 10 Working Days before that date
 - 3.4.2 the occurrence of each of the following events ("Trigger Points") and to specify in the notification the date on which it occurred
 - Implementation of the Development
 - the Occupation of the first Dwelling
 - the Occupation of the first Affordable Housing Unit
 - the Occupation of the first General Market Housing Unit on the Development

- the Occupation of 25% of the General Market Housing Units on the Development
- the Occupation of 50% of the General Market Housing Units on the Development
- the Occupation of 75% of the General Market Housing Units on the Development
- practical completion of the Development

3.5 if there is failure to give notice in accordance with clause 3.3 the District Council or the County Council may investigate the number of Dwellings Occupied for the purpose of ascertaining whether or not any of the obligations or restrictions in this Deed have become operative and the Owners will pay to the District Council or as applicable the County Council the sum of £500 in respect of the costs of each such investigation and the due date for any payment due at or before a Trigger Point will be such date as the District Council and/or as applicable the County Council reasonably selects. The provisions of this clause shall be without prejudice to any other right or remedy of the District Council or the County Council.

3.6 if any payment to be made to the District Council or the County Council further to this Deed is not paid on or before the due date for payment to pay Interest on the sum outstanding from the due date for payment to the date of payment

4. The District Council covenants with the Owners and the Additional Owners to observe and perform the covenants set out in the Sixth Schedule
5. The County Council covenants with the Owners to observe and perform the covenants set out in the Seventh Schedule
6. The Owners covenants with the District Council not to Implement unless and until a meeting has been held between the District Council's Compliance Officer and the Owners together with its site agent and its contractors to (inter alia and without prejudice to the generality of the foregoing):
 - 6.1 confirm and emphasise the need to comply with this Agreement and the conditions attached to the Planning Permission
 - 6.2 confirm and explain the required mechanisms for compliance with this Agreement and conditions as aforesaid

Provided that if the District Council's Compliance Officer does not meet within 4 weeks of any request then Implementation of the Development may proceed with a meeting as soon as practicably thereafter.

7. **Parties to Act Reasonably**

Where a matter falls within a party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed without undue delay.

8. **Costs**

8.1 The Developer shall on completion of this Deed pay the reasonable and proper legal costs of the District Council and the County Council in connection with the preparation and completion of this Deed

8.2 The Developer shall on completion of this Deed pay the sum of [] to the District Council towards the costs relating to the District Council's monitoring and administration of contributions under this Deed

8.3 The -Developer shall on completion of this Deed pay the sum of [] to the County Council towards the costs relating to the County Council's monitoring and administration of contributions under this Deed

8.4 The Owners will reimburse the District Council and the County Council in respect of all properly incurred legal and administrative costs in connection with the enforcement of any of the provisions of this Agreement including correspondence monitoring and site visits by or on behalf of the District Council or the County Council

9. **Notice**

Any notice or notification to be given under this Deed shall be sent to:

9.1 the District Council shall be sent to the Head of Planning at the aforementioned address (ref []) or to such other person at such other address as the District Council shall at any time direct

9.2 the County Council shall be sent to the Director for Planning & Place (ref []) County Hall New Road Oxford OX1 1ND or to such other person at such other address as the County Council shall direct from time to time

9.3 any other party shall be sent to that party at the aforementioned address or to such other person at such address as they shall notify in writing to the District Council and the County Council from time to time

9. **Third Party Rights**

This Deed gives no rights under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act and it may be enforced by the successors in title of the parties and by any successor to the District Council's and/or County Council's statutory functions

10. **No Waiver**

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the District Council and/or the County Council in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Owners or the Additional Land Owner from any liability under this Deed except a liability in respect of which an express written release has been given.

11. **No Fetter**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council and/or the County Council in the exercise of its functions in any capacity

12. **Value Added Tax**

All works undertaken pursuant to and all payments made in accordance with the terms of this Deed shall be exclusive of value added tax and the Owners shall pay the District Council or County Council any value added tax properly payable on any works undertaken pursuant to this deed or any sums paid to the District Council or the County Council as appropriate upon presentation of an appropriate value added tax invoice addressed to the Owners

13. **Data Protection**

The parties to this Deed acknowledge and agree that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:

13.1 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site or the Additional

Land and it is acknowledged that the recipients of such information may then disseminate it further

13.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000

14. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales

15. **General**

This Deed is a Local Land Charge and the District Council shall register it as such

16. **Delivery**

The provisions of this Deed shall be of no effect until this Deed has been dated

FIRST SCHEDULE

Affordable Housing

1. In this Schedule the following words and phrases shall have the following meanings

“Affordable Housing” means housing that will be available to people who cannot afford to rent or buy housing generally available on the open market locally

“Affordable Housing Land” means the parts of the Site upon which the Affordable Housing Units are to be constructed

“Affordable Housing Unit ” means

- an Affordable Rented Unit; and/or
- a Shared Ownership Unit

constructed in accordance with the terms of this Schedule

“Affordable Rent” means a rent up to 80% of the estimated market rent for an equivalent property for the size and location inclusive of service charge based on a valuation in accordance with the method recognised by the Royal Institution of Chartered Surveyors and not higher than the relevant Local Housing Allowance maximum amount set for the eligibility of housing benefit

“Affordable Rented Unit” means Affordable Housing offered and let by a Registered Provider in accordance with the Housing Allocations Policy under paragraph 2.10 of this Schedule on an assured tenancy or such other periodic tenancy as may be agreed with the District Council at an Affordable Rent (and subsequently varied in line with those rents from time to time) and on terms complying with Homes England’s good practice guidance for such rents and associated service charges

“Agreed Percentage” means the percentage of Affordable Housing Units to be constructed on the Site namely at least 23% of the total number of Dwellings to be constructed on the Site of which three (3) Affordable Housing Units shall be Affordable Rented Units and one (1) Affordable Housing Unit shall be a Shared Ownership Unit

“Contract” means a contract for the construction and/or management of the Affordable Housing and for the transfer of the completed Affordable Housing Units

and the Affordable Housing Land (together with all necessary rights of way and/or easements) to the Registered Provider

“Homes England” means the Homes England agency as the successor to the functions of the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and includes any predecessor or successor body exercising similar functions

“Homechoice Agreement” means an agreement between the District Council and the Registered Provider which sets out the agreed processes by which affordable housing is let to applicants from the District Council’s housing register under the South and Vale Homechoice scheme

“Housing Allocations Policy” means the prevailing District Council policy which sets out eligibility for households on the District Council’s housing register and the procedure for nominations from the housing register to Affordable Housing Units within the South Oxfordshire District at the time when allocations are made

“Index-Linked” means adjusted in accordance with any increase occurring between the fourth quarter 2017 and the quarter period when the relevant payment is paid in the BCIS All-In Tender Price Index

“Local Housing Allowance” means the allowance used to assess Housing Benefit entitlement for people on a low income renting from a private landlord in South Oxfordshire

“Minimum Space Standards” mean

Affordable Housing	Minimum size – square metres
1 bed flat	50sqm
2 bed flat	70 sqm
2 bed house	79 sqm
3 bed house (5 person)	93 sqm
3 bed house (6 person)	102 sqm

“Registered Provider” means a social housing provider as provided for in the Housing and Regeneration Act 2008 and which is registered with Homes England and has either

- been approved by the District Council; or
- can demonstrate that
 - it has sufficient stock within South Oxfordshire District and/or
 - can provide evidence of effective community engagement to ensure that high quality management and service standard will be employed; and
 - can demonstrate that it will work jointly with the District Council in meeting the Housing Allocations Policy and agrees to enter into the Homechoice Agreement and a formal nominations agreement with the District Council upon entering into any contract with the Owner to acquire the Affordable Housing Land in accordance with the Planning Permission and this Deed

PROVIDED ALWAYS that if Registered Provider shall have ceased to exist or have been superseded then the expression shall be taken to mean such nearest equivalent body whose objectives include the provision of low cost housing for renting or shared ownership by local people as the District Council charges for services are levied in accordance with the good practice guidance issued by Homes England

“RP Mortgagee” means a mortgagee or chargee or any other body advancing loan finance to a Registered Provider or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee and/ or appointed pursuant to the Law of Property Act 1925

“Shared Ownership Lease” means a lease in the form or substantially in the form of the Homes England model form from time to time or in such other form as shall be approved by the District Council such approval not to be unreasonably withheld or delayed where

- the initial percentage of equity sold is between 10% and 75% which shall be calculated with the intention that Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices and
- rent on unsold equity is initially set at no more than 2.5%
- charges for services are levied in accordance with the good practice guidance issued by Homes England

- unless otherwise agreed in writing by the District Council where grant money has been provided by Homes England for any unit(s) within the Homes England Protected Areas Policy staircasing will be capped at 80% in perpetuity unless the Registered Provider undertakes in writing to repurchase for the purposes of shared ownership any Shared Ownership Unit where staircasing has exceeded 80% at the time such unit comes to be sold

“Shared Ownership Lessee” means a lessee of a Shared Ownership Unit

“Shared Ownership Unit” means Affordable Housing provided by a Registered Provider and let on a shared equity basis pursuant to a Shared Ownership Lease

2. The Owners hereby covenant with the District Council as follows:

- 2.1 to provide the Affordable Housing Units in accordance with the Agreed Percentage the Minimum Space Standards and the provisions set out in paragraph 2.3 below
- 2.2 not to Occupy or cause or permit the Occupation of any Affordable Housing Units until the Affordable Housing Contribution has been paid to the District Council.
- 2.3 unless otherwise agreed with the District Council to provide the Affordable Housing Units in accordance with the table below :

Tenure		
Affordable Rent	1 bed flat/house	2 units
	2 bed house	1 unit
Shared Ownership	2 bed house	1 unit

- 2.4 to ensure that all Affordable Housing Units are built so that they are materially indistinguishable from the General Market Housing in respect of external design and features
- 2.5 to ensure that all Affordable Housing Units and 10% of General Market Housing Units are built to meet Category 2/M4(2) of Part M Building Regulations 2010

- 2.6 to submit for approval by the District Council details of the location of the Affordable Housing Units ensuring at all times that the Affordable Housing Units are distributed throughout the Site so that there are no clusters of Affordable Housing Units greater than 15 units and no cluster of Affordable Housing Units abuts or adjoins another cluster of Affordable Housing Units
- 2.7 not to Occupy or cause or permit the Occupation of
 - 2.7.1 more than 25% of the General Market Housing Units until a Contract has been entered into in respect of the Affordable Housing Units; nor
 - 2.7.2 more than 50% of the General Market Housing Units until 50% of the completed Affordable Housing Units have been transferred or leased pursuant to the Contract with the Registered Provider; nor
 - 2.7.3 more than 75% of the General Market Housing Units until 100% of the completed Affordable Housing Units have been transferred or leased pursuant to the Contract with the Registered Provider
- 2.8 that all the Affordable Housing Units shall be advertised in accordance with the District Council's Housing Allocations Policy to the satisfaction of the District Council
- 2.9 that each Contract and any subsequent disposal by way of transfer, lease or otherwise of the Affordable Housing Units shall contain the following obligations for the Registered Provider and subsequent owner/occupiers:
 - 2.9.1 an obligation to comply with the provisions of the Housing Allocations Policy
 - 2.9.2 an obligation to grant a right to the District Council to nominate affordable housing applicants from the District Council's housing register on all disposals of the Affordable Housing Units or such other process for selecting occupants of the Affordable Housing Units as shall be agreed by the District Council
- 2.10 save for the disposal of the Affordable Housing Units pursuant to the Contract and subject to paragraphs 3 to 7 of this Schedule from the date of practical completion the Affordable Housing Units shall not be used other than for Affordable Housing to be provided to households in accordance with the District Council's Housing Allocations Policy prevailing at the time when allocations are made and shall be retained in perpetuity as Affordable Housing

3. Where an Affordable Housing Unit is occupied in accordance with this Schedule nothing in this Deed shall prevent the occupation of that Dwelling by the spouse partner or dependants of that person or such other category of person entitled to occupy or continue to occupy under prevailing housing legislation
4. Where an Affordable Housing Unit is occupied in accordance with this Schedule by the spouse or partner nothing in this Deed shall prevent the continued occupation of that Dwelling by the survivor of them or such other category of person entitled to occupy or continue to occupy under prevailing housing legislation
5. A tenant who has exercised the right to buy preserved right to buy or right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in place in respect of a particular Affordable Housing Unit or any person deriving title from such person will not be bound by this Deed
6. A Shared Ownership Lessee (or their mortgagee) who subsequently purchases all the remaining shares from the Registered Provider or any person deriving title from such person will not be bound by this Deed
7. An RP Mortgagee shall not be bound by the restrictions in this Schedule provided that the RP Mortgagee has first complied with paragraphs 8 to 11 of this Schedule
8. the RP Mortgagee shall not dispose of any Affordable Housing Units or commence proceedings for possession of the Affordable Housing unless it shall have first given to the District Council no less than five Working Days prior notice of the commencement of such proceedings and at the time it commences such proceedings shall send copies of any notices or documents served in relation to such proceedings to the District Council's Development and Regeneration Manager
9. In the event that the RP Mortgagee chooses to exercise its power of sale it shall use its reasonable endeavours over a period of three months from the date on which it served notice on the District Council in accordance with paragraph 8 to dispose of the Affordable Housing Unit(s) to a Registered Provider on terms which will retain the Affordable Housing as Affordable Housing provided that the RP Mortgagee shall not be required to dispose of the Affordable Housing for a consideration less than the monies owed to the

RP Mortgagee including all accrued principal monies interest costs and expenses

10. During the three month period specified in paragraph 9 the District Council may nominate a Registered Provider by serving notice in writing to that effect on the RP Mortgagee. Any Registered Provider nominated by the District Council shall be required to complete the purchase of the Affordable Housing Units in accordance with paragraph 9 and within the three month period specified in paragraph 9
11. In the event that the RP Mortgagee or the District Council is unable to arrange the disposal of the Affordable Housing Units within the said period of three months the RP Mortgagee shall be entitled to dispose of the Affordable Housing Unit(s) at its discretion free from all the obligations or restrictions in this Deed

SECOND SCHEDULE

District Contributions and Obligations

1. In this Schedule the following words and phrases shall have the following meanings

“Car Park Land” means the land shown edged brown and numbered 8 Plan 2 and forming part of the Additional Land

“Index-Linked” means adjusted in accordance with any variation in the Index of Retail Prices Information excluding mortgage interest rate (RPIX Index) published by the Office of National Statistics between the RPIX figure for October 2019 and the monthly RPIX figure for the month immediately preceding the date the payment is due

“Recycling Contribution” means the sum of One Hundred and Eighty Six pounds (£186) Index-Linked per Dwelling towards the funding of District Council waste and recycling bins for the Development

“Street Naming Contribution” means the sum of Two Hundred and Twenty Nine pounds (£229) Index-Linked per ten (10) Dwellings towards the funding of street naming and numbering within the Development

“Recreation Contribution” means the sum of fifty thousand pounds (£50,000.00) as required for improvements to the scout hut and pavillion on the land shown edged blue and numbered ‘5’ on Plan 2

Payment of the Contributions and Performance of Obligations by the Owners

2. The Owners covenant with the District Council:
 - 2.1. to pay the Recycling Contribution and the Street Naming Contribution for the Development to the District Council on Implementation of the Development
 - 2.2 not to cause or permit the Implementation of the Development until the Recycling Contribution and the Street Naming Contribution has been paid to the District Council
 - 2.3 prior to Implementation to pay the Recreation Contribution to the Parish Council and the Owners shall not permit Implementation until the Recreation Contribution is paid to the Parish Council
 - 2.4 if directed by Clifton Hampden Surgery (“CHS”) and unless otherwise agreed by CHS and the Owners, the Owners shall construct a surgery building and associated landscaping on the land shown coloured blue on Plan 3 for a consideration to be agreed between the Owners and CHS. Within twenty eight (28) days of payment of the final build invoice by CHS the Owners shall transfer the freehold of the relevant land to CHS for nil consideration. In the event that CHS do not engage with the Owners in relation to the proposed surgery the

Owners shall construct the surgery at cost prior to Occupation and the Owners shall not allow Occupation until the surgery is practically complete.

- 2.5 prior to Occupation to construct and undertake the Village Hall Extension and Improvements at their own expense and shall not allow Occupation until such extension and improvements have been undertaken.
- 2.6 The Owners shall prior to practical completion of the Development construct a cemetery on the land shown coloured green on Plan 3 and shall offer the relevant land to the Diocese of Oxford ("**Diocese**") for nil consideration. In the event that the Diocese refuses the offer of the transfer of the relevant land or does not respond within one (1) month of the offer of the transfer of the land the Owners shall notify the District Council and such land shall be treated as part of the Public Open Space and shall be maintained by the Management Company.
- 2.7 The First Owner shall prior to Implementation transfer the land edged orange and numbered '7' and subject to a lease dated 31 January 2020 and made between (1) Christopher Thomas Bremner Purvis and Rupert Michael Fleming as the Trustees of the DCL Gibbs Children's Trust and (2) Christopher and Pauline Neill on Plan X to Burcot and Clifton Hampden Community Land Trust ("BCHCLT") at nil value. The Owners shall not permit Implementation until such transfer has occurred.

Payment of the Contributions and Performance of Obligations by the Additional Owners

3. The Additional Owners covenant with the District Council that prior to Occupation it shall implement a scheme in relation to the Car Park Land to keep the Car Park Land free of cost to all users at all times and to permit residents of Clifton Hampden and those visiting the village to use the same free of charge provided such use does not adversely affect the use of the same by patrons of the Barley Mow Public House save that the owners of the Public House shall have the right to close the Car Park Land at any time for purposes of repair and as otherwise required.

THIRD SCHEDULE

Open Space

1. In this Schedule the following words and phrases shall have the following meanings

“Final Approval” means final approval in writing (which may be given by email) by the Trust following the end of the Maintenance Period to the effect that the Public Open Space is finally complete all defects which have become manifest since the Initial Approval having been made good and completed

“Initial Approval” means the initial approval in writing (which may be given by email) by the Trust confirming that the works in question have been completed to the Trust’s satisfaction

"Landscaping Schemes" means the schemes approved by the District Council pursuant to conditions attached to the Planning Permission

“Maintenance Period” means (without prejudice to any longer period of maintenance which may be required in respect of trees shrubs and planting which may be required by conditions attached to the Planning Permission) a period of 12 months from the date of the Initial Approval (where applicable)

“Management Company” means a management company established in accordance with the provisions of the Fourth Schedule hereto

“Practical Completion” means the stage at which works have been completed to the satisfaction of the Parish Council to enable the Initial Approval to be provided and “Practically Completed” and “Practically Complete” shall be construed accordingly

“Public Open Space” means those parts of the Development which comprise informal and formal open space (including allotments) which are not to be conveyed to the individual Dwellings and shall include, where applicable, structural landscaping and any hedgerows and trees within the boundary of the Site the layout and maintenance of which shall be dealt with as part of the Landscaping Schemes and the conditions attached to the Planning Permission

“Satisfactory Acceptance” means an acceptance in writing by the Trust of the Trust Offer within 30 days of its receipt of the Public Open Space PROVIDED THAT where any SUDs are located on any part of an Public Open Space for which the Trust has accepted the Trust Offer then all of the SUDs shall remain private.

“SUDs” means all sustainable urban drainage solution measures within the Public Open Space to be laid out installed and completed as part of the Development of the Site pursuant to the Planning Permission

“Trust” means Burcot and Clifton Hampden Community Land Trust

“Trust Offer” means an offer to transfer the Public Open Space to the Trust at nil cost

2. TRANSFER OF THE PUBLIC OPEN SPACE

The Owners covenant with the District Council as follows:

2.1. In the event of a Satisfactory Acceptance:

2.1.1. to notify the District Council of the Satisfactory Acceptance including details of whether the Public Open Space will be transferred and the size of the Public Open Space to be transferred to the Trust within 10 Working Days of the Satisfactory Acceptance

2.1.2. to comply with the approval procedure set out at paragraph 4 in respect of the Public Open Space that will be transferred to the Trust

2.1.3. Within one month of the issue of the Initial Approval for the Public Open Space to transfer the land to which that approval relates to the Trust together with the sum of ten thousand pounds (£10,000.00) for the Trust to use for future maintenance of the Public Open Space and for the avoidance of doubt in the event that any SUDs are located on any part of the Public Open Space for which there is Satisfactory Acceptance then the SUDS shall remain private

2.2. In the event that the Trust refuses the Trust Offer or there is no Satisfactory Acceptance:

2.2.1. to notify the District Council within 10 Working Days of either a refusal of the Trust Offer or the expiry of one (1) month from the Trust Offer with the receipt of no Satisfactory Acceptance

2.2.2. not to Occupy or cause or permit the Occupation of the last Dwelling until the Public Open Space has been transferred to a Management Company

3. PROVISION, MAINTENANCE AND USE

The Owners covenant with the District Council:

3.1. to lay out the Public Open Space in accordance with the Landscaping Schemes and to maintain and manage it in accordance with the Landscaping Schemes

3.2. Any transfer of the Public Open Space (pursuant to paragraph 2 above) shall be subject to such rights of way and easements as are required to facilitate their use by the public and without any restrictions on such use or rights and subject to the terms of this Agreement

3.3. not to cause or permit the land on which the Public Open Space is provided to

be used for any purpose than as an area for public open space for use by the general public

- 3.4. to allow the District Council access the Public Open at all times to inspect its condition
- 3.5. if the District Council gives the Owners a notice of any breach of any of the requirements of paragraph 3.1, above to commence any works needed to remedy that breach within a reasonable time (having regard to the season) following service of the notice (or if works are required as a matter of urgency, then immediately)
- 3.6. subject to paragraph 3.7 below, if works are not commenced in accordance with paragraph 3.5 above or if four weeks following delivery of notice to that effect by the District Council the Owners are not carrying out the works (including taking steps to temporarily make safe any danger pending completion of any remedial works) with reasonable speed, then the District Council may enter the land and carry out the works needed
- 3.7. if the District Council notifies the Owners pursuant to paragraph 3.5 above that works are required as a matter of urgency to avert a serious risk to life or otherwise remedy a major health and safety issue, the Owners shall immediately take steps to temporarily make safe any danger and thereafter carry out any remedial works required by the District Council as soon as reasonably practicable PROVIDED THAT in the event that the District Council reasonably considers that the Owners have not taken reasonable steps to temporarily make safe any danger within 24 hours of receiving such notice or has not taken reasonable steps to carry out the remedial works within two weeks of receiving such notice, the District Council may enter the land and carry out the works needed
- 3.8. The reasonable and proper costs incurred by the District Council (in carrying out inspections under paragraph 3.4 above and in carrying out any works pursuant to paragraphs 3.6 or 3.7 above (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Owners to the District Council and payable on demand

4. APPROVAL PROCEDURE

- 4.1. In the event of a Satisfactory Acceptance, the Owners covenant with the District Council:
 - 4.1.1. following Practical Completion of the Public Open Space to:
 - 4.1.1.1. serve notice on the Trust inviting them to inspect it and provide an Initial Approval;
 - 4.1.1.2. complete all remedial works identified by the Trust as a result of such inspection to the reasonable satisfaction of the Trust; and
 - 4.1.1.3. upon completion of any remedial works serve notice on the Trust inviting it to re-inspect the works and provide an Initial Approval
 - 4.1.2. on the expiration of the Maintenance Period in respect of the Public Open Space to:
 - 4.1.2.1. serve notice on the Trust inviting them to inspect the relevant Public Open Space and provide a Final Approval;
 - 4.1.2.2. complete all remedial works identified by the Trust as a result of

such inspection to the reasonable satisfaction of the Trust; and
4.1.2.3. upon completion of any remedial works serve notice on the Trust inviting them to re-inspect the works identified and provide a Final Approval

- 4.2. Subject to paragraph **Error! Reference source not found.** below if the Trust fails to inspect the Public Open Space within 30 Working Days of receipt of a notice from the Owners pursuant to paragraphs 4.1.1.1 , 4.1.1.2, 4.1.2.3 above or fails to provide an Initial Approval or Final Approval as the case may be within 30 Working Days of the inspection where no remedial works have been identified then the Initial Approval or Final Approval Completion as the case may be shall be deemed to have been provided at the end of those specified periods
- 4.3. The inspection procedure identified in paragraphs 4.1.1 and 4.1.2 above shall be repeated until such time as the Trust issues or is deemed to have provided an Initial Approval or a Final Approval as the case may be in relation to the Public Open Space
- 4.4. Paragraph 4.2 shall not apply unless the notice from the Owners expressly sets out the timetable for undertaking the relevant inspection or issuing the Initial Approval or the Final Approval as the case may be and contains a warning that failure to meet that timetable will result in deemed issue of the certificate in question
- 4.5. The Owners shall remain responsible for maintenance of the Public Open Space during its Maintenance Periods and for compliance with paragraphs 4.1 to 4.5 whether or not the Public Open Space has been transferred to the Trust

FOURTH SCHEDULE

Management Company

1. The Management Company shall be limited by shares or by guarantee and shall be open to membership only by Owners, the transferees or lessees of General Market Housing Units and the Registered Provider (as defined in the First Schedule) and any owners of former Affordable Housing Units who have acquired 100% of the equity in such Unit from the Registered Provider
2. One of the principal objects of the Management Company shall be providing for the maintenance of the internal roads.
3. The Registered Provider (as defined in the First Schedule) shall be entitled to be registered as a shareholder or member (as the case may be) of the Management Company and be bound by the Memorandum and Articles of Association of the Management Company and abide by any regulations made by it and shall represent the interests of the occupiers for the time being of the Affordable Rented Units and Shared Ownership Units (both as defined in the Second Schedule) and shall pay the appropriate contribution to the costs of the Management Company as shall relate to the Affordable Rented Units and Shared Ownership Units.
4. The Owners shall include in the transfer or lease of each General Market Housing unit a covenant on the part of the purchaser or lessee to become a shareholder or member (as the case may be) of the Management Company and to be bound by the Memorandum and Articles of Association of the Management Company and abide by any regulations made by it

FIFTH SCHEDULE

OWNERS COVENANTS WITH THE COUNTY COUNCIL

1. The Owners covenant with the County Council as follows:
 - 1.1 The Owners shall prior to Implementation pay the Primary School Contribution to the County Council to hold on trust for the Oxford Diocesan Board of Education ("Board") and the Owners shall not permit Implementation until the Primary School Contribution is paid to the County Council.

ADDITIONAL OWNERS COVENANTS WITH THE COUNTY COUNCIL

2. The Additional Owners covenant with the County Council as follows:
 - 2.1 at any time from the date of this Agreement to the date ten (10) years from the date of this Agreement to, if called upon by the County Council, transfer the Footpath Land to the County Council free from incumbrances preventing the use of the Footpath Land as a footpath and cycleway and at nil consideration.

SIXTH SCHEDULE DISTRICT COUNCIL OBLIGATIONS

1. DISTRICT COUNCIL OBLIGATIONS

- 1.1 The District Council covenants with the Owners that no contribution paid pursuant to the Second Schedule shall be applied for any purpose other than that for which it is stated to be used in this Agreement.

- 1.2 The District Council covenants with the Owners that it will following written request from the person who paid the Recycling Contribution or the Street Naming Contribution repay to that person such amount of any such contribution made by them to the District Council under this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of ten years of the date of receipt by the District Council of such payment. Any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the District Council shall not be obliged pursuant to this paragraph to return monies that do not relate to District Council functions or have been passed to persons/bodies other than the District Council.

SEVENTH SCHEDULE COUNTY COUNCIL OBLIGATIONS

1. COUNTY COUNCIL OBLIGATIONS

- 1.1 The County Council covenants with the Owners that no contribution paid pursuant to the Fifth Schedule shall be applied for any purpose other than that for which it is stated to be used in this Agreement.
- 1.2 The County Council covenants with the Owners that it will following written request from the person who paid the Primary Education Contribution repay to that person such amount of any such contribution made by them to the County Council under this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of ten years of the date of receipt by the County Council of such payment. Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the County Council shall not be obliged pursuant to this paragraph to return monies that do not relate to District Council functions or have been passed to persons/bodies other than the District Council.
- 1.3 The County Council covenants with the Additional Owners that if by the date ten (10) years from the date of this Agreement it has not called upon the Additional Owners to transfer the Footpath Land pursuant to paragraph 2.1 of the Fifth Schedule then the Footpath Land shall be free from the terms of this Agreement.

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

THE COMMON SEAL of **THE**)

SOUTH OXFORDSHIRE DISTRICT COUNCIL)

was affixed to this Deed)

in the presence of:-)

Designated Officer

THE COMMON SEAL of **THE**)

OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed)

in the presence of:-)

Director of Law and Governance/
Designated Officer

EXECUTED AS A DEED by THOMAS HOMES LIMITED

acting by [a director and its secretary] [two directors]

Name

Signature of Director: _____

Name

Signature of [Secretary][Director]:

[Owner/Additional LandOwner execution clauses to be added]

Plan 1



Drawing Title

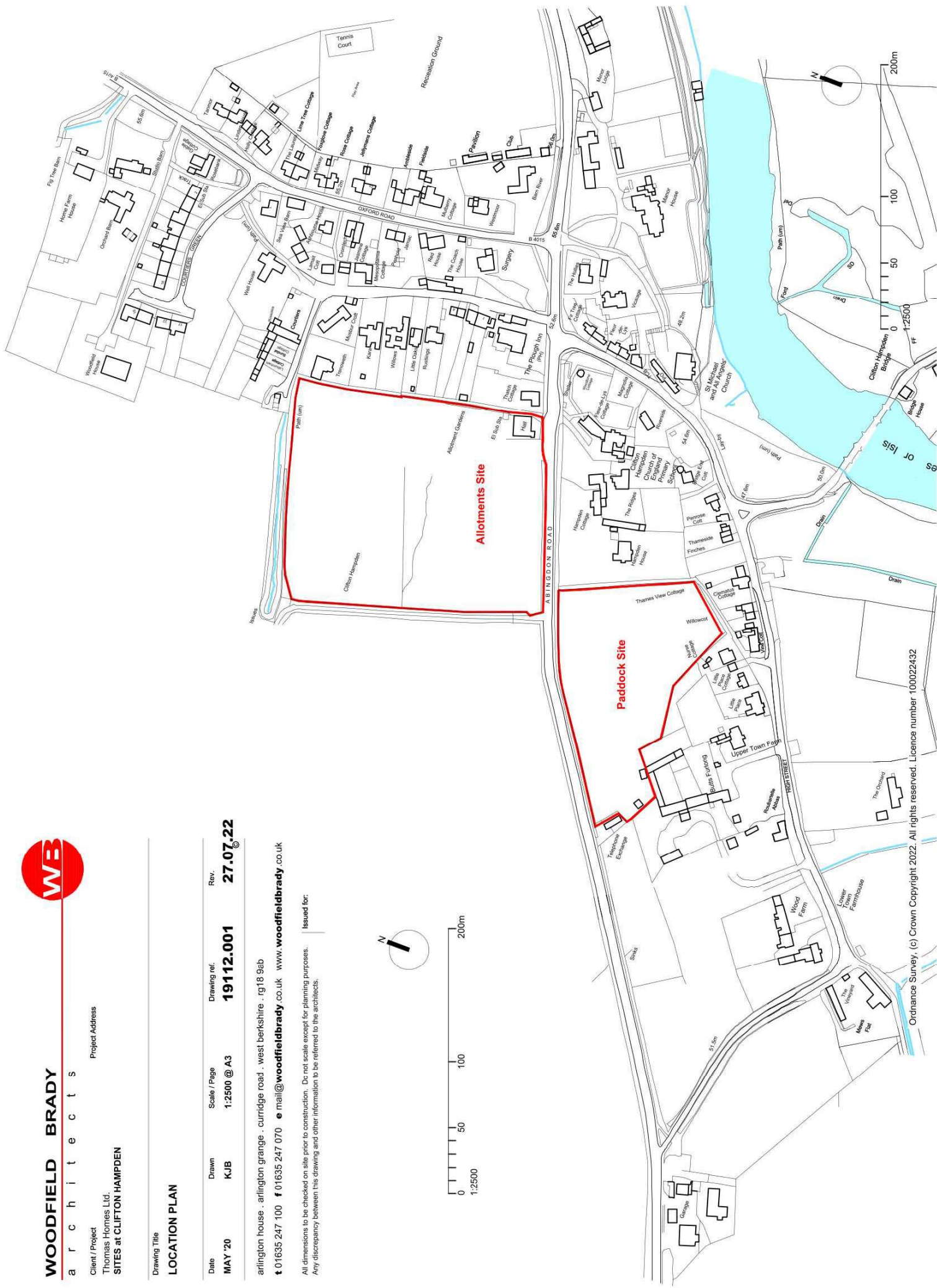
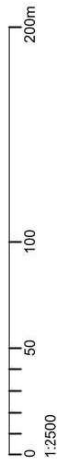
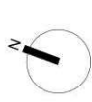
LOCATION PLAN

Date	Drawn	Scale / Page	Drawing ref.	Rev.
MAY 20	KJB	1:2500 @ A3	19112.001	27.07.22

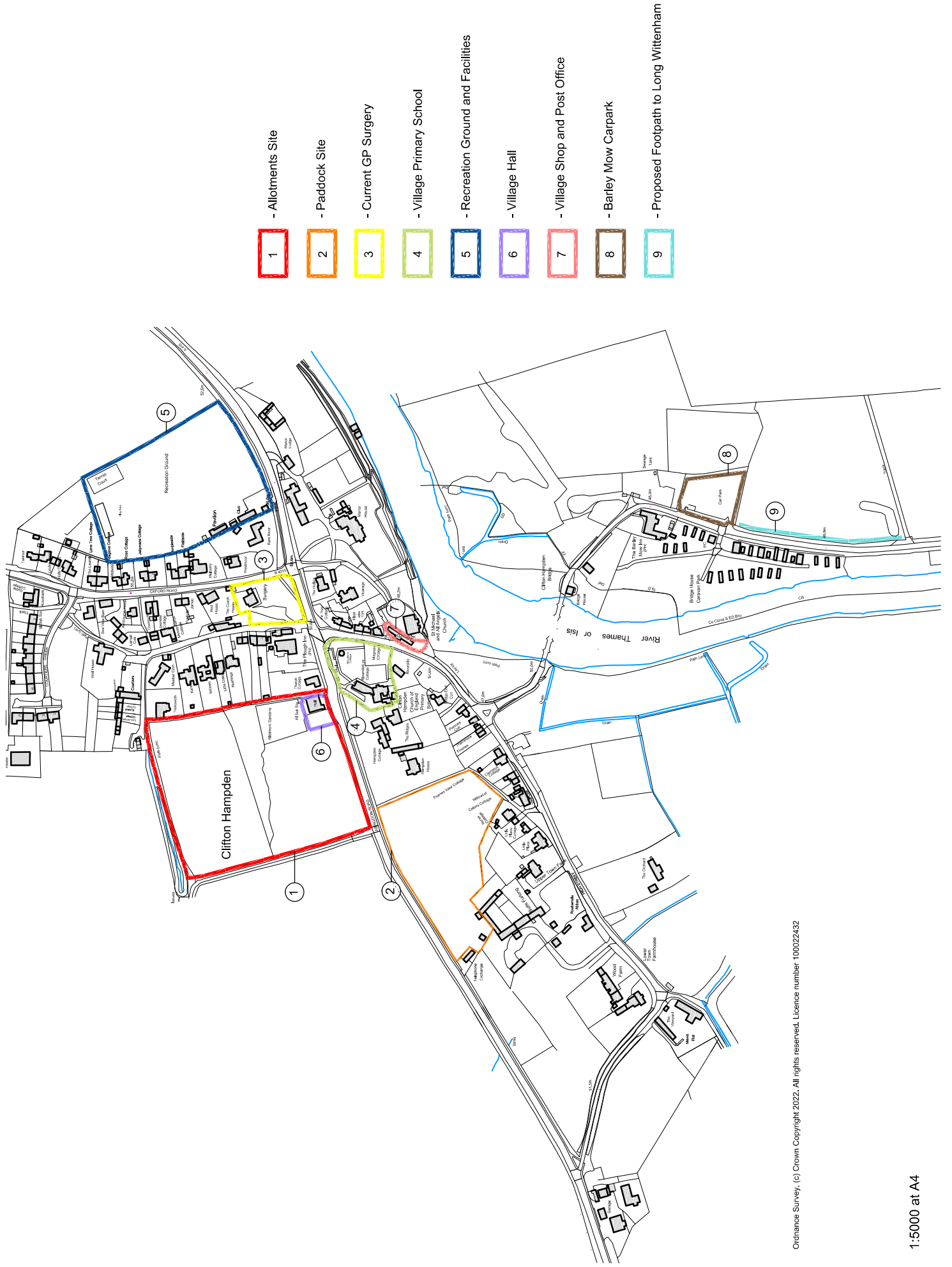
arlington house - arlington grange - carriage road - west berkshire - rg18 9ab

t 01635 247 100 f 01635 247 070 e mail@woodfieldbrady.co.uk www.woodfieldbrady.co.uk

All dimensions to be checked on site prior to construction. Do not scale except for planning purposes.
Any discrepancy between this drawing and other information to be referred to the architects. Issued for:



Plan 2



1 - Allotments Site

2 - Paddock Site

3 - Current GP Surgery

4 - Village Primary School

5 - Recreation Ground and Facilities

6 - Village Hall

7 - Village Shop and Post Office

8 - Barley Mow Carpark

9 - Proposed Footpath to Long Wittenham

Plan 3



- Land to be transferred to:
- Burcot & Clifton Hampden Community Land Trust
 - Diocese of Oxford
 - Clifton Hampden Surgery
 - Clifton Hampden Parish Council
 - Management Company

Ordnance Survey, (c) Crown Copyright 2022. All rights reserved. Licence number 100022432

