

DATED

29 MARCH

2021

SWINDON BOROUGH COUNCIL [1]

and

ANGELA HELEN GILLIBRAND and ARTHUR GUY PARRY and

JULIAN MARK CULMER COOPER [2]

and

AINSCOUGH STRATEGIC LAND LIMITED [3]

PLANNING OBLIGATION

Section 106 of the Town
and Country Planning Act 1990
relating to land at Lotmead Farm, Stratton Road,
Wanborough, Swindon

DIRECTORATE OF LAW AND
DEMOCRATIC SERVICES
CIVIC OFFICES
EUCLID STREET
SWINDON

THIS AGREEMENT is made the 29th MARCH 2021

BETWEEN:

- (1) **SWINDON BOROUGH COUNCIL**, of Civic Offices, Euclid Street, Swindon (the "Council") and;
- (2) **ANGELA HELEN GILLIBRAND** of Salthrop House, Basset Down, Swindon SN4 9QP and **ARTHUR GUY PARRY** of 10 Daisy Lane, London SW6 3DD and **JULIAN MARK CULMER COOPER** of Adbury Holt House, Burghclere, Newbury, Berkshire (together the "Owner"); and
- (3) **AINSCOUGH STRATEGIC LAND LIMITED** (COMPANY No 06347316) whose registered office is Oakland House, 21 Hope Carr Road, Leigh, Wigan, WN7 3ET (the "Developer")

collectively referred to as "the parties" in this Deed

RECITALS

- (A) The Council is the local planning authority for the purposes of the Act and also the local highways authority for the area within which the Application Site is situated.
- (B) The Owner is the freehold owner of that part of the Application Site which is registered at the Land Registry under title numbers WT222415 and WT222431 (the "Development Land") and the Developer has entered into a promotion agreement with the Owner in relation to the development of the Application Site.
- (C) The Developer submitted the Planning Application to the Council.
- (D) The Council by a decision dated 9 June 2020 approved the Application subject to the completion of this Deed.
- (E) The parties agree that the obligations on the part of the Owner set out in Schedule 1 and in Schedules 3 and 4 meet the test set out in Regulation 122 (2) of the Community Infrastructure Levy Regulations 2010

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

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

Accesses Plan

Means drawing no SK1002 Rev D attached at Appendix 1 entitled 'Accesses Plan'

Act

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

Adoptable Standard

means a Highway construction standard in accordance with any national or other statutory guidance or such other design specifications or manuals adopted by the Council for the time being at the time when any Highway is required to be provided to an Adoptable Standard

Affordable Housing

means housing provided with or without public subsidy for purchase and/or rent or for any combination of purchase and rent significantly below market level including Social Rent, Affordable Rent and Intermediate Units as defined within Annex 2 of the National Planning Policy Framework or as defined by any revision or modification to it or as defined by Homes England or the Department for Communities and Local Government (or any successor in function) to be made available to eligible persons who cannot afford to buy or rent houses generally available on the open market

Affordable Housing Scheme

means a scheme for the provision of Affordable Housing within any Phase of the Development which shall include details of the number of Affordable Housing Units to be provided in that Phase; the type, size, location and phasing of the provision; and the proposed tenure of the Affordable Housing Units within that Phase

Affordable Housing Units

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

Affordable Rent

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

Affordable Rented Units

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

A420 Improvements Contribution

means the sum of £1,535,259 (one million five hundred and thirty five thousand two hundred and fifty nine pounds) to be used for the carrying out of the A420 Improvements Works;

A420 Improvements Works

means improvements to Gable Cross Roundabout Junction and improvements to Police Station Access including continuity works comprising necessary carriageway, footway

cycleway and crossing facilities between Gablecross Roundabout Junction and Police Station Access, and Police station Access and the new Symmetry Park Junction;

Allotments

means the allotment plots to be provided as part of the Development with a minimum of 20 half size plots per location, and in a maximum of three (3) separate locations across the Application Site in accordance with the specification set out in Appendix 4 and as approved under the Open Space Strategy

Application Site

means the site of the Development shown for identification purposes only edged red on the Phasing Plan

BCIS All-In TPI

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

Bridge 4

means the bridge connection identified as numbered 4, on the Indicative Link Locations Map within the adopted NEV Island Bridge Vision SPD (June 2017) attached to this Deed at Appendix 9 to be in the approximate location shown as points 4 and 5 and coloured yellow on the Accesses Plan but always to secure a link between the Lotmead Access Road and the Great Stall East Access Road

Bridge 4 Contribution

Means a sum payable for the carrying out of the works to provide Bridge 4 as referred to in Paragraph 7.12 of Schedule 1

Bridge Works

means the provision of the Redlands bridge connection identified as numbered 6a, on the Indicative Link Locations Map within the adopted NEV Island Bridge Vision SPD (June 2017) attached to this Deed at Appendix 9

Bus Service Contribution

means the sum of £1,901,250 (one million nine hundred and one thousand two hundred and fifty pounds) to be paid to the Council to be used towards the delivery of the Bus Service Strategy

Bus Service Strategy

means the strategy comprising the acquisition of buses and operation of bus services to support new routes and services, and diversion of existing routes into the New Eastern Villages with a view to delivering long-term sustainable commercial services to effect modal shift away from the car

Canal

means the Wilts & Berks Canal and North Wilts Canal as shown indicatively on the Policies Map of the Swindon Borough Local Plan 2026 (adopted 2015)

Commencement of Development

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

- (a) Any works necessary by the Owner in undertaking a land survey of or obtaining soil samples from the land whether that be in respect of any requirements for environmental or ecological studies, assessing ground conditions, assessing remedial work that might be required in respect of any contamination or assessing other adverse ground conditions, or for assessing the need for any diversion or laying of services, or otherwise
- (b) Any remedial works on the land necessary to prevent the risk of harm to human health and safety or required in order to remediate the Application Site or comply with any condition imposed upon the grant of a planning permission (except the Planning Permission) or any licence
- (c) Works of archaeological excavation on the land
- (d) Erection of hoardings, fences and other security measures on the land including any advertisements upon them or of a temporary site office or offices or site notices
- (e) Works for the provision and diversion of services
- (f) Works on or to internal roads including the provision of haul roads

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

Commencement Date

means the date Development Commences

Completion Certificate

Means a Certificate provided to the Council by the Open Space Expert confirming that the Open Space or part thereof has been laid out in accordance with the Open Space Strategy

Contributions

means the Bridge 4 Contribution, the Bus Service Contribution, the First Primary School Contribution, the Healthcare Facility Contribution, the Park and Ride Land Contribution, the Secondary Education Contribution, the Second Primary School Contribution, the Traffic Regulation Order Contribution, the Travel Plan Contribution, the A420 Improvements Contribution, the Great Stall Bridge Contribution, the Junction Improvements (West of A419) Contribution, the Southern Connector Road Contribution, the White Hart Junction

Improvements Contribution, the Redlands Connection Contribution and the Wanborough Traffic Calming Contribution.

Default Interest Rate

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

Development

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

Development Land

means that part of the Application Site which is registered under Title Numbers WT222415 and WT222431 the Title Plans of which are attached as the Ownership Plans at Appendix 2

Disposal

means the sale, transfer, option, gift exchange, declaration of trust, assignment, or lease of an interest in a Dwelling

Dwellings

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

Early Years - Local Centres Specification

means the specification for any early years facility to be provided within the local centres as part of the Development attached to this Deed as Appendix 5

External Funding of Highway Infrastructure

means the total amount of funding actually paid to the Council by external funding bodies (excluding contributions from section 106 agreements and section 278 agreements) towards the delivery of the Highway Works

Final Balancing Payment

means the amount calculated by multiplying £17,171.12 by the sum of X - Y provided that where X - Y is a negative this shall be always no less nor more than 1 and where:

X = the total number of Dwellings to be provided on the Development pursuant to all Reserved Matters Applications

Y = 2350

First Primary School

means either the Lotmead Village Primary School or the Lower Lotmead Primary School whichever is delivered first

First Primary School Contribution

means the sum of £6,500,000 (six million five hundred thousand pounds) being the total cost of constructing and fitting out a two form entry primary school on the First Primary School Site

First Primary School Site

means either the Lotmead Village Primary School Site or the Lower Lotmead Primary School Site (whichever is to be delivered first)

Fully Serviced Site

means a site which has the necessary utilities including but not limited to satisfactory drainage (including any necessary rights to drain which may extend beyond the Application Site), water, gas, electricity, telephone connection and broadband and access to its boundary from a highway or proposed highway which is capable of being developed for the use and purpose for which it is transferred

Gable Cross Roundabout Junction

means the road junction named Gablecross on the A420 east of the A419

Great Stall Bridge Contribution

means the sum of £4,591,836 (four million five hundred and ninety one thousand eight hundred and thirty six pounds) to be used for the carrying out of the Great Stall Bridge Works;

Great Stall Bridge Works

means the provision of a new bridge over the A419 to connect the NEV to the existing road network west of the A419 and south of White Hart Junction;

Great Stall East Development Site

means the land shown shaded blue on the Accesses Plan

Great Stall East Access Road

means the road to be provided between the points marked 5 and 6 along the approximate route (shown for identification purposes only) coloured orange on the Accesses Plan and which must be contiguous with the position of Bridge 4

Great Stall East Owners

means the owners for the time being of the Great Stall East Development Site

Great Stall East Secondary School

means the Secondary School to be provided on the Great Stall East Development Site

Healthcare Facility

means a healthcare facility to meet the medical needs of the residents of the New Eastern Villages including GP provision and associated requirements anticipated to be provided within the NEV District Centre at Great Stall West Village as identified on the adopted NEV Illustrative Masterplan

Healthcare Facility Contribution

means the sum of £2,468,139 (two million four hundred and sixty eight thousand one hundred and thirty nine pounds) to be paid to the Council to be used towards the provision of the Healthcare Facility

Highway

Means a route that is open for public use and which has been so dedicated by the Owner whether or not pursuant to any agreement under the Highways Act 1980 or any legislation replacing or amending the same and as otherwise defined by Section 328 of that Act

Highway Works

means the following:

- a) A420 Improvement Works;
- b) White Hart Junction Works;
- c) Great Stall Bridge Works;
- d) West of A419 Junction Improvements Works; and
- e) Southern Connector Road Works

Highway Works Contributions

means the following: (1) A420 Improvements Contribution; (2) Great Stall Bridge Contribution; (3) Junction Improvements (West of A419) Contribution; (4) Southern Connector Road Contribution; and (5) White Hart Junction Improvements Contribution

Homes England

means the Government's agency for the administration of affordable housing subsidy and is the successor body to the Homes and Communities Agency as from 1st January 2018

Index Linked

means increased in accordance with the following formula:

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

A= the figure for the BCIS All-In TPI that applied immediately preceding the Specified Date (fixed or forecast)

B= the figure for the BCIS All-In TPI that applied when the index was last published prior to the date of this Deed (fixed or forecast set at the date of this Deed for all future calculations)

Intermediate Rent

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

Intermediate Rented Units

means those Affordable Housing Units to be let at Intermediate Rent

Intermediate Units

means homes for sale and rent provided at a cost above Social Rent, but below open market levels which meets the criteria of “intermediate housing” in the definition of “affordable housing” in Annex 2 to the National Planning Policy Framework including Shared Equity (Shared Ownership and Equity loans), other low cost homes for sale and Intermediate Rent but not Affordable Rent.

Junction Improvements (West of A419) Contribution

means the sum of £2,358,964 (two million three hundred and fifty eight thousand nine hundred and sixty four pounds) to be used for the carrying out of the Junction Improvements (West of A419) Works;

Junction Improvements (West of A419) Works

means works at Greenbridge Roundabout, Nythe Road/Oxford Road, Coate Roundabout and Picadilly roundabout;

Landscape Expert

means a chartered member of the Landscape Institute

LEAP

means local equipped areas of play to be provided by the Owner on the Application Site in accordance with the Open Space Strategy and specification set out at Appendix 6

Lotmead Spine Road

means the road to be provided between the points marked 1 and 4 along the approximate route (shown for identification purposes only) coloured pink on the Accesses Plan and which must be contiguous at point 4 with the position of Bridge 4 and at point 1 with the Southern Connector Road

Lotmead Village Primary School

means the two form entry school to be built on the Lotmead Village Primary School Site for the provision of early years and primary education to be built in accordance with the Primary School Specification

Lotmead Village Primary School Site

means the land within the Application Site being an area of 2.2 hectares to be transferred to the Council for the construction of the Lotmead Village Primary School the exact boundaries of which shall be agreed between the Owner and the Council pursuant to the provisions of Schedule 1 to this Deed

Low Cost Home Ownership Lease

means a lease containing the clauses within the Homes England standard form of shared ownership lease

Low Cost Home Ownership Units

means housing to be offered for sale on a shared ownership or shared equity basis or discount on market price scheme (or such alternative scheme as agreed between the Owner and the Council)

Lower Lotmead Primary School

means the two form entry school to be built on the Lower Lotmead Primary School Site for the provision of early years and primary education to be built in accordance with Primary School Specification

Lower Lotmead Primary School Site

means the land within the Application Site being an area of 2.2 hectares to be transferred to the Council for the construction of the Lower Lotmead Primary School the exact boundaries of which shall be agreed between the Owner and the Council pursuant to the provisions of Schedule 1 to this Deed

Management Company

means the management company established at the Owner's cost for the purpose of managing and maintaining the Open Space including all incidental and general recreation areas within the Application Site or an existing management company (which shall include any Management Entity within whose area the Open Space is to be delivered) and approved by the Council in accordance with the provisions of Schedule 4

Management Entity

means a body proposed by the Owner for the future maintenance and management of the Open Space and which may be a relevant Parish Council or any other similar body approved by the Council

Market Value

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

NEAP

means the neighbourhood equipped areas of play to be provided by the Owner on the Application Site in accordance with the Open Space Strategy and specification set out at Appendix 6

New Eastern Villages

means the New Eastern Villages new community allocation in the adopted Swindon Borough Local Plan 2026 (March 2015)

Nominations Agreement

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

Occupation

means the date of the first Disposal of a Dwelling and the expressions "Occupied" and "Occupy" shall be construed accordingly

Open Market Units

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

Open Space

means areas of open space to be provided in the Application Site comprising the following (which is based on the requirements of a 2500 unit scheme and shall be reduced accordingly in the event that less than 2500 units are to be provided):

- a) play areas consisting of a minimum of 1.76 ha ensuring that NEAPs are located no more than 500 metres from any residential unit and LEAPs are located no more than 250 metres from any Dwelling;
- b) Outdoor sports pitches consisting of a minimum 9.4 ha of which a minimum of 7.05 ha is playing pitches and a minimum of 2.35 ha for other outdoor sports including proposed changing rooms, pavilion and refreshment facilities, parking and access, fencing and lighting;
- c) General recreational areas consisting of a minimum of 5.88 ha of which a minimum of 2.94 ha should be suitable for children's informal play, including all landscaping features;
- d) Allotments consisting of a minimum of 1.76 ha including parking and access details, means of enclosure and ancillary buildings; and
- e) Areas of woodland planting

all in accordance with the Phasing Plan and Open Space Strategy to be approved by the Council and in accordance with the provisions of Schedule 1

Open Space Expert

means a person approved by the Council who shall have at least one, if not more than one, of the following qualifications Chartered Membership of the Landscape Institute (CMLI) and with no less than ten years standing within that professional body

Open Space Specification

means the Open Space Specification to be approved in accordance with paragraph 5 of Schedule 1

Open Space Strategy

means the strategy for the design provision and laying out of the Open Space in accordance with the Open Space Strategy Specification attached as Appendix 7 to be submitted by the Owner to the Council for approval as part of the first reserved matters application pursuant to the Planning Permission which shall include specific timings for the delivery of Allotments, LEAPs and NEAPs, general recreation, outdoor sport facilities, community forest/woodland planting, and details of environmental constraints and shall include proposals in accordance with each/any Reserved Matters Application for each Phase or part thereof for the delivery of the Open Space Strategy in accordance with that Phase together with the phasing and timing of delivery and details of the future management and ownership of the Open Space including details of the Management Company, its funding for the initial period and proposals for funding the Management Company or other Management Entity going forward

Owners Contribution Shortfall Table

means the Owners Contribution Shortfall Table attached hereto at Appendix 11 setting out the variance in the Council's required financial contributions for the Development as identified in the table and the currently agreed contributions against that baseline based on viability negotiations as at the expected delivery of the Development at the date of this Deed expressed as a percentage figure or actual value

Park and Ride Facility

means the Park and Ride Facility to be provided within the New Eastern Villages at a location at Great Stall East Village identified on the Swindon Borough Council adopted NEV Illustrative Masterplan

Park and Ride Land Contribution

means the sum of £237,656 (two hundred and thirty seven thousand six hundred and fifty six pounds) to be paid to the Council to be used towards the acquisition of land and/or works to enable the provision of the Park and Ride Facility

Phase

means any part of the Development as identified on the Phasing Plan

Phasing Plan

means a plan showing how the Development is to be phased to be submitted by the Owner to the Council and approved prior to the submission of each and every reserved matters

application pursuant to the Planning Permission to be in the format of the plan attached at Appendix 1 (drawing no PL1461.1-PLA-00-XX-DR-U-0024 Rev P03) with the intention that the construction and delivery of each part of the Lotmead Spine Road as highway dedicated to public use shall be associated with that Phase and that no Phase shall be Commenced without written approval from the Council until the section of the Lotmead Spine Road associated with the previous Phase has been substantially completed in accordance with the obligations set out in this Deed.

Planning Application

means the application for outline planning permission registered with the Council on 9 April 2019 with application reference number S/OUT/19/0582 for demolition and/or conversion of existing buildings and redevelopment to provide up to 2,500 homes (Use Class C3); up to 1,780 sqm of community/retail uses (Use Class D1/D2/A1/A3/A4); up to 2,500 sqm of employment use (Use Class B1); sports hub; playing pitches; 2no. 2 Form Entry primary schools; green infrastructure; indicative primary access road corridors to A420; improvements to Wanborough Road and associated works.

Planning Permission

means the Planning Permission to be issued by the Council pursuant to the Planning Application

Police Station Access

means the junction that provides access to the police station from the A420 east of the A419

Preliminary Actions

means any negotiations by the Council or its appointed agents with the Great Stall East Owners or the Upper Lotmead Owners with the intention of securing any necessary rights across the Great Stall East Owners Land or the Upper Lotmead Owners Land to enable the construction of the Great Stall East Access Road or the Upper Lotmead Route including but not exclusively negotiating and concluding any land transfers, licence, lease, easement or covenant or determining to use, and the associated cost of using any statutory authority or power (including any costs associated with acquiring land interests or access to land pursuant to the use of those powers)

Primary School Specification

means the Primary School Specification attached to this Deed at Appendix 3

Registered Provider

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

Redlands Connection

means the road to be provided between the points marked 7 and 8 along the approximate route (shown for identification purposes only) coloured dark blue on the Accesses Plan and which must be contiguous at point 8 with the position of the Bridge Works

Redlands Connection Contribution

means the sum of £687,387 (six hundred and eighty seven thousand three hundred and eighty seven pounds) to be paid to the Council to be used towards the carrying out of the Bridge Works

Reserved Matters Application

means an application seeking approval in detail of design and layout matters pursuant to the Planning Permission

Reserved Matters Approval

means approval by the Council or the Secretary of State to a Reserved Matters Application

Secondary Education Contribution

means the sum of £7,972,143 (seven million nine hundred and seventy two thousand one hundred and forty three pounds) to be paid to the Council to be used towards the delivery construction and fitting out of the Secondary School

Secondary School

means a Secondary School with no less than eight form entry within the New Eastern Villages at Great Stall East Village as indicatively shown on the published Swindon Borough Council NEV Illustrative MasterPlan

Second Primary School

means either the Lotmead Village Primary School or the Lower Lotmead Primary School whichever is delivered second to be built on the Second Primary School Site for the provision of early years and primary education

Second Primary School Contribution

means the sum of £6,500,000 being the total cost of constructing and fitting out a two form entry primary school on the Second Primary School Site

Second Primary School Site

means either the Lotmead Village Primary School Site or the Lower Lotmead Primary School Site (whichever is to be delivered second)

Secretary of State

means the Secretary of State, or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act

Shared Equity

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

Shared Ownership

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

Shared Ownership Lease

means a lease in the standard form of the Registered Provider and in accordance with the requirements of Homes England

Social Rent

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

Social Rented Units

means those Affordable Housing Units to be let at Social Rent

Southern Connector Road Contribution

means the sum of £5,622,947 (five million six hundred and twenty two thousand nine hundred and forty seven pounds) to be used for the carrying out of the Southern Connector Road Works;

Southern Connector Road Works

means a link road to the Commonhead Roundabout from within the southern part of the NEV;

Sports Hub

Means the pavilion, sports pitches, associated access and parking to be built in accordance with the Sports Hub Specification

Sports Hub Specification

means the Sports Hub Specification attached at Appendix 12

Statement of Intent

means the Statement of Intent given by the Council set out at Appendix 10

Symmetry Park Bridge and Link

means that part of the Upper Lotmead Route which is within the Great Stall East Development Strip as shown on Inset 1 on the Accesses Plan

Total Blended Contribution

Means the total sum of £47,971,526 plus the Final Balancing Payment being the total of the following and which is payable in accordance with paragraph 8 of Schedule 1:

- the Bus Service Contribution;
- the First Primary School Contribution;
- the Healthcare Facility Contribution;
- the Park and Ride Land Contribution;
- the Secondary Education Contribution;
- the Second Primary School Contribution;
- the Traffic Regulation Order Contribution;
- the Travel Plan Contribution;
- the A420 Improvements Contribution;
- the Great Stall Bridge Contribution;
- the Junction Improvements (West of A419) Contribution;
- the Southern Connector Road Contribution;
- the White Hart Junction Improvements Contribution;
- the Redlands Connection Contribution; and
- the Wanborough Traffic Calming Contribution

PROVIDED THAT the Total Blended Contribution may be used by the Council for any purpose for which the contributions set out above may be used for but only up to the total amount payable for each of those contributions as identified in this Deed.

Traffic Regulation Order (TRO) Contribution

means the sum of £50,000 (fifty thousand pounds) to be used by the Council as Local Highway Authority to deliver additional Traffic Regulation Orders (TROs) to manage any future parking issues that may arise as a direct consequence of the Development on the Application Site.

Travel Plan Contribution

means the sum of £680,331 (six hundred and eighty thousand three hundred and thirty one pounds) to be paid to the Council to be used towards the implementation and monitoring of the residential travel plan for the Development to facilitate modal shift away from the car

Upper Lotmead Owners

means the Owners at the time any planning agreement is signed for the delivery of the Upper Lotmead Development on land shown shaded pink on the Accesses Plan

Upper Lotmead Route

means the road to be provided between the points marked 9 and 3 along the approximate route (shown for identification purposes only) coloured turquoise on the Accesses Plan and which must be contiguous with the road within the Application Site at point 9 and with the road within the land shaded yellow on the Accesses Plan at point 3

Wanborough Traffic Calming Contribution

means the sum of £340,000 (three hundred and forty thousand pounds) to be paid to the Council to be used towards the implementation of traffic calming and traffic management measures in Wanborough and surrounding villages

Waste Provision - Kerbside Collection Contribution

means the sum of £360,921 (three hundred and sixty thousand nine hundred and twenty one pounds) to be paid to the Council to be used for the initial provision of new waste collection vehicles, routes and residential wheelie bins and recycling boxes for the Dwellings in the Application Site to be serviced by kerbside collection

White Hart Junction Improvements Contribution

means the sum of £8,740,363 (eight million seven hundred and forty thousand three hundred and sixty three pounds) to be used for the carrying out of the White Hart Junction Improvements Works

White Hart Junction Improvements Works

means the junction improvements including continuity works comprising necessary carriageway footway cycleway and crossing facilities between White Hart and Gablecross Junction

Working Day

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

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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

2. **LEGAL EFFECT**

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner and the

Developer with the intention that they bind the interests held by those persons in the Development Land and their respective successors and assigns.

- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the Act.

3. CONDITIONALITY

- 3.1 Save for this clause 3 and clause 4.1 (b) and (c) which shall have immediate effect this Deed shall become effective on the Commencement Date.

4. OWNER COVENANTS

- 4.1 The Owner covenants with the Council to:

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

5. COUNCIL'S COVENANTS

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

6. INDEXATION AND PRO-RATA CALCULATIONS

- 6.1 It is hereby agreed that all Contributions payable to the Council under this Deed shall be Index Linked.

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

7. RELEASE

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

8. DETERMINATION OF DEED

8.1 The covenants, restrictions and other obligations in this Deed shall cease to have effect if before the Commencement of Development, the Planning Permission:

- a) expires;
- b) is varied or revoked other than at the request of the Owner; or
- c) is quashed following a successful legal challenge.

8.2 This Deed shall cease to have effect (insofar only as it has not already been complied with and without prejudice to the rights of any party against the other in respect of any antecedent breach) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner from time to time) it is modified by any procedure created by legislation or expires prior to the Commencement of Development.

9. LOCAL LAND CHARGE

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

10. INTEREST ON LATE PAYMENT

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

11. OWNERSHIP

11.1 The Owner warrants that no person other than the Owner and the Developer have any legal or equitable interest in the Development Land other than what is stated in the Land Registry official copies at the date of this Deed.

11.2 Until the covenants, restrictions and obligations in Schedule 1, 3 and 4 have been complied with, the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Development Land (other than where the disposition is in relation to an individual dwelling);

- a) the name and address of the person to whom the disposition was made; and
- b) the nature and extent of the interest disposed of.

12. REASONABLENESS

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

13. CANCELLATION OF ENTRIES

13.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

13.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 8.1 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

13.3 If this Deed shall cease to have effect under clause 8.2 (insofar as therein stated) the Council shall upon the written request of the Owner without delay remove any entry relating to this Deed from the Register of Local Land Charges.

14. **DISPUTE RESOLUTION**

14.1 Any dispute under or arising out of the operation of this Agreement may be referred to a single expert if all parties to the dispute shall agree such expert or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Royal Institute of Chartered Surveyors ("the Expert") and the following provisions shall apply:

- a) the charges and expenses of the Expert shall be borne equally between the parties to the dispute unless the Expert shall otherwise direct
- b) the Expert shall give the parties to the dispute an opportunity to make representations and counter representations to him before making his decision
- c) the Expert shall be entitled to obtain opinions from others if he so wishes
- d) the Expert shall make his decision within the range of any representations made by the parties to the dispute
- e) the Expert shall comply with any time limit or other directions agreed by the parties to the dispute on or before his appointment.

15. **NO COMPENSATION PAYABLE**

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

16. **WAIVER**

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

17. **AGREEMENTS AND DECLARATIONS**

17.1 The parties agree that:

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

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

- a) Individual purchasers, occupiers or lessees of Dwellings or their respective mortgagees or chargees or any other persons deriving title under them SAVE THAT this clause 1.1a) shall not apply in respect of the Affordable Housing Units under the Affordable Housing obligations at Schedule 3 of this Deed unless the owner of the Affordable Housing Unit has exercised a right to acquire or a lessee has staircased to 100% (as provided under paragraph 2.1 of Schedule 3); and
- b) any statutory undertaker which from time to time acquires any interest in any part(s) of the Application Site for or in furtherance of the provision of services or against any land upon or in which the service media plant or apparatus of such undertaker(s) is from time to time situated;

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

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

18. NOTICES

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

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

19. THIRD PARTY RIGHTS

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

20. SEVERANCE

20.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

20.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. VALUE ADDED TAX

21.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

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

22. GOVERNING LAW

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

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

The COMMON SEAL of)

SWINDON BOROUGH COUNCIL)

was hereunto affixed in the presence of:)

Bate

866761

EXECUTED AS A DEED by)

AINSCOUGH STRATEGIC)

LAND LIMITED)

acting by a Director)

in the presence of:)

R. ASL

Director

Signature of witness

Jamel Aeton

Name (in BLOCK CAPITALS)

JAMEL AETON

Address

2 MORE CARS

STANLISH WNI2SL

Signed as a deed by ANGELA HELEN)
GILLIBRAND in the presence of:)

) Angela H Gillibrand
)

Signature of witness

Thomas Parry

Name (in BLOCK CAPITALS)

THOMAS PARRY

Address

10 DAISY LANE

FULHAM, LONDON

SW6 3DD

Signed as a deed by ARTHUR GUY)
PARRY in the presence of:)

) Arthur Guy
)

Signature of witness

Thomas Parry

Name (in BLOCK CAPITALS)

THOMAS PARRY

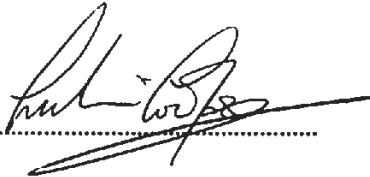
Address

10 DAISY LANE

FULHAM, LONDON

SW6 3DD

Signed as a deed by JULIAN MARK)
CULMER COOPER in the presence of:)


.....

Signature of witness


.....

Name (in BLOCK CAPITALS)

ANITA KOUACS-MINUUA

Address

Adbury Holt House
Adbury Holt, Newbury
RG20 9BW
.....

SCHEDULE 1

Owner's Covenants to the Council

Part A

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

1. EARLY YEARS - LOCAL CENTRES

- 1.1 Unless otherwise agreed with the Council the early years provision within each local centre shall comply with the Early Years Specification attached to this Deed as Appendix 5
- 1.2 To construct a unit which is capable of meeting the Early Years Specification as part of the Lotmead Local Centre and to agree a marketing strategy for that unit with the Council prior to the Occupation of 500 Dwellings;
- 1.3 To market the unit in accordance with the approved marketing strategy for a minimum of 12 weeks;
- 1.4 In the event that the Owner has been unable to let the unit for use by an early years provider the Owner shall submit an alternative use strategy to the Council for approval and shall only let the unit in accordance with the approved alternative use strategy;
- 1.5 To construct a unit which is capable of meeting the Early Years Specification as part of the Lower Lotmead Local Centre and to agree a marketing strategy for that unit with the Council prior to the Occupation of 1600 Dwellings;
- 1.6 To market the unit in accordance with the approved marketing strategy for a minimum of 12 weeks;
- 1.7 In the event that the Owner has been unable to let the unit for use by an early years provider the Owner shall submit an alternative use strategy to the Council for approval and shall only let the unit in accordance with the approved alternative use strategy.
- 1.8 For the avoidance of doubt it is agreed that an alternative use strategy shall at the Council's sole determination include a marketing strategy by the Council to its partners for the principal intended use of the property for no less than 6 weeks

2. FIRST PRIMARY SCHOOL

- 2.1 Not to Commence the Development until the proposed boundaries of the First Primary School Site have been submitted by the Owner to the Council for approval and the Council have approved them
- 2.2 Not to Occupy any Dwelling unless:
 - (a) the Owner has provided an executed transfer document to the Council of the First Primary School Site for the consideration of £1.00, such transfer to be subject to a restrictive covenant (at the Owner's sole discretion) that the First Primary School Site shall only be used for the purposes of the provision of early years and primary education **PROVIDED THAT** the First Primary School Site shall be transferred to the Council as a Fully Serviced Site in a readily developable condition and free from any constraints

relating to such matters as archaeology, ecology, contamination and flooding including the presence of utility apparatus within the First Primary School Site which would make the First Primary School materially more costly to develop or procure than if those constraints were not present or shall ensure that any such constraints are overcome to the reasonable satisfaction of the Council at the Owner's cost prior to transfer of the First Primary School Site to the Council, and

- (b) The Owner has provided a haul road to the boundary of the First Primary School Site for use by construction traffic to enable construction traffic to access the First Primary School Site.
- 2.3 The Owner shall give to the Council such access to the First Primary School Site as is reasonably necessary for the purposes associated with the use, provision and construction of the First Primary School
- 2.4 Not to Occupy more than 150 Dwellings until the access to the First Primary School Site has been dedicated as Highway and made up to a standard equivalent to Adoptable Standard

3. SECOND PRIMARY SCHOOL

- 3.1 Not to Occupy more than 1100 Dwellings unless:
- (a) the proposed boundaries of the Second Primary School Site have been submitted by the Owner to the Council for approval and the Council have approved them; and
 - (b) the Owner has provided an executed transfer document to the Council of the Second Primary School Site for the consideration of £1.00, such transfer to be subject to a restrictive covenant (at the Owner's sole discretion) that the Second Primary School Site shall only be used for the purposes of the provision of early years and primary education **PROVIDED THAT** the Second Primary School Site shall be transferred to the Council as a Fully Serviced Site in a readily developable condition and free from any constraints relating to such matters as archaeology, ecology, contamination and flooding including the presence of utility apparatus within the Second Primary School Site which would make the Second Primary School materially more costly to develop or procure than if those constraints were not present or shall ensure that any such constraints are overcome to the reasonable satisfaction of the Council at the Owner's cost prior to transfer of the Second Primary School Site to the Council, and
 - (c) The Owner has provided a haul road to the boundary of the Second Primary School Site for use by construction traffic to enable construction traffic to access the Second Primary School Site.
- 3.2 The Owner shall give to the Council such access to the Second Primary School Site as is reasonably necessary for the purposes associated with the use, provision and construction of the Second Primary School
- 3.3 Not to Occupy more than 1300 Dwellings until the access to the Second Primary School Site has been dedicated as Highway and made up to a standard equivalent to and Adoptable Standard

4. SECONDARY EDUCATION

- 4.1 To use reasonable endeavours to provide multi-modal access through the Application Site to the Secondary School the timing of which shall be as close as reasonably practicable to the likely date for the opening of the Secondary School as notified to the Owner by the Council

5. OPEN SPACE AND SPORTS HUB

- 5.1 To submit the Open Space Strategy and Open Space Specification to the Council for approval as part of the first Reserved Matters Application pursuant to the Planning Permission.
- 5.2 Not to Commence the Development until the Open Space Strategy and Open Space Specification have been approved.
- 5.3 To provide the Open Space within each phase of the Development in accordance with the approved Open Space Strategy and the Open Space Specification.
- 5.4 To provide the Open Space (including Allotments and Play Areas) in accordance with the approved Open Space Strategy and the Open Space Specification and the Allotment Specification within each Phase. The said Open Space within any Phase shall be completed, approved and transferred to the Management Company or Management Entity before the Occupation of any more than 90% of the Dwellings within that Phase.
- 5.5 The Owner shall upon completion and laying out of the Open Space or any part thereof provide a Completion Certificate to the Council and prior to the transfer of the said Open Space shall obtain the written approval of the Council for the transfer to the Management Company or, at the Council's sole discretion to the Management Entity.
- 5.6 The relevant Open Space shall be transferred to and maintained by the Management Company or Management Entity (as applicable) where approved by the Council in accordance with the approved Open Space Strategy PROVIDED THAT any such transfer will include all rights as necessary in relation to the Owners retained land for the use and enjoyment of the Open Space and further provided that where the Open Space is transferred to a Management Entity such transfer shall only be approved where the Owner has satisfied the Council in accordance with the Open Space Strategy that the financial future maintenance of the Open Space has been secured.
- 5.7 To provide a Detailed Sports Hub Specification for the Sports Hub in accordance with the Sports Hub Specification which is to be approved in writing by the Council prior to the submission of any reserved matters application in Phase 5 or before the Occupation of 1000 Dwellings whichever shall occur first and thereafter to provide the Sports Hub in accordance with the Detailed Sports Hub Specification prior to the Occupation of 1400 Dwellings

6. PUBLIC ROADS AND PUBLIC ACCESS AREAS

- 6.1 Prior to Occupation of any Dwelling within a Phase the Owner shall submit to the Council the proposed highway dedication plans for that Phase, such plans to be incorporated into an agreement with the Council pursuant to s38 of the Highways Act 1980, to demonstrate that the proposed highways will be constructed and dedicated to the Owner's ownership boundary.
- 6.2 The Owner agrees to enter into any necessary highway agreement for any roads to be constructed as part of any Phase pursuant to Section 38 or S278 of the Highways Act 1980 if the

Council determines the adoption of said roads is necessary to benefit or otherwise improve or maintain the highway network.

7. ACCESSES

7.1 To work with the Great Stall East Owners to enable the timely delivery of:

- (a) Bridge 4;
- (b) the Lotmead Spine Road;
- (c) the Great Stall East Access Road, and
- (d) the Symmetry Park Bridge and Link.

Lotmead Spine Road

7.2 To

- (a) provide the Lotmead Spine Road in its entirety and make it available for use by the public prior to the opening of the Great Stall East Secondary School and
- (b) to not occupy more than 1300 Dwellings until the Lotmead Spine Road has been constructed in its entirety and made available for use by the public to the boundaries of the Development Land

7.3 To construct the Lotmead Spine Road in phases that accord with the Phasing Plan so that the part of the Lotmead Spine Road that is within each Phase shall be constructed in full to adoptable standard and to the boundaries of that Phase prior to the Occupation of 75% of the Dwellings within that Phase.

7.4 In the event that the Lotmead Spine Road has not been constructed in its entirety prior to the opening of the Great Stall East Secondary School the Council may serve notice ("the Lotmead Spine Road Notice") on the Owner such notice to state (i) that the Lotmead Spine Road (or the completion of it) is required, (ii) the timescales within which it is required, and (iii) the estimated cost of providing it.

7.5 Within 28 days of receipt of the Lotmead Spine Road Notice the Owner shall confirm to the Council whether they intend to complete the construction of the Lotmead Spine Road within the timescales required in the Lotmead Spine Road Notice

7.6 In the event that the Owner does not confirm to the Council that they intend to construct the Lotmead Spine Road or the Lotmead Spine Road has not been completed and made available for use by the public within the timescale set out in the Lotmead Spine Road Notice:

- (a) the Council, together with their contractors and any other personnel and with any necessary machinery required for the construction of the Lotmead Spine Road, shall be entitled to access to such necessary parts of the Application Site on 14 days notice for the purpose of constructing or completing the Lotmead Access Road which shall include storing materials, machinery, spoil or such other similar items together with any necessary site compound to serve the works ;

- (b) on completion of the Lotmead Spine Road the Council shall provide to the Owner details of the costs of constructing or completing it ("the Lotmead Spine Road Costs"); and
- (c) the Owner shall pay to the Council the Lotmead Spine Road Costs prior to occupation of 1300 Dwellings and shall not be permitted to occupy more than 1300 Dwellings until the Lotmead Spine Road Costs have been paid to the Council.

7.7 Following construction of the Lotmead Spine Road (whether by the Owner or the Council) the Owner shall dedicate the full route of the Lotmead Access Road up to the Site boundary as Highway.

Bridge 4

7.8 To

- (a) construct Bridge 4 to an adoptable standard prior to the opening of the Great Stall East Secondary School and
- (b) to not occupy more than 1500 Dwellings until Bridge 4 has been provided to Adoptable Standard and made available for public use as Highway pursuant to any appropriate legal agreement

7.9 To provide all necessary rights to the Council if required to enable the delivery of Bridge 4 and its use as a highway structure and to dedicate any land necessary up to the boundary of the Development Land or as far as may be necessary to construct and thereafter maintain Bridge 4 as Highway.

7.10 In the event that Bridge 4 has not been constructed prior to the opening of the Great Stall East Secondary School or the occupation of 1500 Dwellings on Great Stall East, whichever shall first occur or the completion of construction of the Lotmead Spine Road, whichever is earlier, the Council may serve notice ("the Bridge 4 Notice") on the Owner such notice to state (i) that Bridge 4 is required, (ii) the timescales within which it is required, and (iii) the estimated cost of providing it.

7.11 Within 28 days of receipt of the Bridge 4 Notice the Owner shall confirm to the Council whether they intend to construct Bridge 4 within the timescales required in the Bridge 4 Notice.

7.12 In the event that the Owner does not confirm to the Council that they intend to construct Bridge 4 or Bridge 4 has not been completed and made available for use by the public within the timescale set out in the Bridge 4 Notice:

- (a) the Council, together with their contractors and any other personnel and with any necessary machinery required for the construction of Bridge 4 shall be entitled to access the Site on 14 days notice for the purpose of constructing or completing Bridge 4
- (b) on completion of Bridge 4 the Council shall provide to the Owner details of the costs of constructing or completing it ("the Bridge 4 Contribution"); and

- (c) the Owner shall pay to the Council the Bridge 4 Contribution prior to occupation of 1500 Dwellings and shall not be permitted to occupy more than 1500 Dwellings until the Bridge 4 Contribution has been paid to the Council.

Great Stall East Access Road

- 7.13 Not to occupy more than 1500 Dwellings until the Great Stall East Access Road has been constructed and made available as Highway.
- 7.14 In the event that the construction of the Great Stall East Access Road has not been completed before the occupation of 1300 Dwellings on the Application Site the Owner may request that the Council exercises any rights it may have available to it to enable the Council to carry out the construction of the Great Stall East Access Road PROVIDED THAT the Council shall be under no obligation to carry out any works in response to such a request but in the event that they do so the Owner shall indemnify the Council for all costs incurred by them in securing any necessary rights to enable the works, including but not exclusively any licences, land transfers, easements, covenants, the use of any statutory powers or notices and the carrying out and completing to the Council's satisfaction the construction of the Great Stall East Access Road such costs to be paid (a) in advance in anticipation of any Preliminary Actions or construction taking place and for the avoidance of doubt, demands may be made by the Council in respect of any part of the estimated costs, and (b) within 14 days of a demand for such costs or part thereof being received by the Owner from the Council PROVIDED THAT such payments by the Owner shall be reimbursed to the Owner by the Council but only in the event that such costs are recovered pursuant to any planning obligation entered into by the Great Stall East Owners in connection with the development of the Great Stall East Development Site in whole or in part if the full amount is not recovered.

Upper Lotmead

- 7.15 Not to occupy more than 2000 Dwellings until the Upper Lotmead Route and has been fully constructed and is available for public use.
- 7.16 In the event that the construction of the Upper Lotmead Route or any part of it has not been completed before the occupation of 1700 Dwellings on the Application Site the Owner may request that the Council exercises any rights it may have available to it to enable the Council to carry out the construction of the Upper Lotmead Route or any part of it PROVIDED THAT the Council shall be under no obligation to carry out any works in response to such a request but in the event that they do so the Owner shall indemnify the Council for all costs incurred by them in securing any necessary rights to enable the works, including but not exclusively any licences, land transfers, easements, covenants, the use of any statutory powers or notices and the carrying out and completing the construction of the Upper Lotmead Route or any part of it such costs to be paid (a) in advance in anticipation of any Preliminary Actions or construction taking place and for the avoidance of doubt demands may be made by the Council in respect of any part of the estimated costs, and (b) within 14 days of a demand for such costs or part thereof being received by the Owner from the Council PROVIDED THAT such payments by the Owner shall be reimbursed to the Owner by the Council but only in the event that such costs are recovered pursuant to any planning obligation entered into by the owners of any of the land along the Upper Lotmead Route (including for the avoidance of doubt the Great Stall East Owners

in relation to the land within their ownership) in connection with the development of any of that land in whole or in part if the full amount is not recovered

Redlands

- 7.17 To provide all necessary rights to the Council if required to enable the delivery of the Redlands Connection and its use as a highway structure and to dedicate any land necessary up to the boundary of the Site or as far as may be necessary to construct and thereafter maintain the Redlands Connection as public highway prior to the Occupation of 1000 Dwellings.
- 7.18 To construct the Redlands Connection to the boundary of the Application Site prior to the Occupation of 1000 Dwellings.

8. PAYMENT OF TOTAL BLENDED CONTRIBUTION

8.1 To pay the Total Blended Contribution to the Council in the following instalments:

- (a) £1,000,000 prior to Occupation of the 50th Dwelling;
- (b) £1,000,000 prior to Occupation of the 100th Dwelling;
- (c) £1,000,000 prior to Occupation of the 150th Dwelling;
- (d) £1,000,000 prior to Occupation of the 200th Dwelling;
- (e) £574,999 prior to Occupation of the 250th Dwelling;
- (f) £1,725,000 prior to Occupation of the 400th Dwelling;
- (g) £1,725,000 prior to Occupation of the 550th Dwelling;
- (h) £1,725,000 prior to Occupation of the 700th Dwelling;
- (i) £1,725,000 prior to Occupation of the 850th Dwelling;
- (j) £1,725,000 prior to Occupation of the 1000th Dwelling;
- (k) £3,863,503 prior to Occupation of the 1150th Dwelling;
- (l) £3,863,503 prior to Occupation of the 1300th Dwelling;
- (m) £3,863,503 prior to Occupation of the 1450th Dwelling;
- (n) £3,863,503 prior to Occupation of the 1600th Dwelling;
- (o) £3,863,503 prior to Occupation of the 1750th Dwelling;
- (p) £3,863,503 prior to Occupation of the 1900th Dwelling;
- (q) £3,863,503 prior to Occupation of the 2050th Dwelling;
- (r) £3,863,503 prior to Occupation of the 2200th Dwelling;
- (s) £3,863,503 prior to Occupation of the 2350th Dwelling; and

- (t) the Final Balancing Payment either (1) prior to Occupation of the 2450th Dwelling or (2) prior to Occupation of more than 75% of Dwellings in the final phase of the Development, whichever occurs first.

9. **NOTIFICATIONS**

- 9.1 To provide written notification to the Council of the total number of Dwellings that are occupied on the Development with the first notification to be provided on the date that is one year from Commencement of Development and every quarter thereafter until the Final Balancing Payment has been paid to the Council.

SCHEDULE 2

Covenants by the Council

1. CONTRIBUTIONS

- 1.1 Upon receipt of any part of the Total Blended Contribution or any other Contribution or as soon as reasonably practicable after receipt of any part of the Total Blended Contribution or any other Contribution to pay that part of the Total Blended Contribution or any other Contribution into an interest-bearing account.
- 1.2 (Subject to paragraph 3.1 below) not to use the Total Blended Contribution or any part thereof other than for the purposes for which the Total Blended Contribution is to be used for (whether by the Council or another party) and the Council shall on the reasonable request of the contributor or the contributor's nominee provide reasonable written evidence that the Contributions have been so applied, such request to be no more than one in a calendar year.
- 1.3 For the avoidance of doubt the Total Blended Contribution may be used by the Council for any purpose for which the individual contributions which make up the Total Blended Contribution may be used but the Council shall only be entitled to use for each purpose an amount up to the total amount payable for each of those purposes as identified within this Agreement.
- 1.4 In the event that any of the Total Blended Contribution or any other Contribution have not been spent or committed for expenditure by the Council within 10 years following the date of full and final payment of the relevant Contribution or any final instalment thereof the Council shall upon written request by the paying party refund to the party that paid the relevant Contribution the relevant Contribution or part thereof which has not been spent or committed for expenditure, together with accrued interest.

2. PRIMARY SCHOOL SITES

- 2.1 If after 10 years of its transfer to the Council the First Primary School Site or the Second Primary School Site as applicable has not been used or a contract has not been let to provide for the purposes of the provision of early years and primary education or any similar education purposes, the Council shall transfer the relevant Site back to the Owner for the consideration of £1.

3. EXTERNAL FUNDING

- 3.1 In the event that the Council obtains or has obtained External Funding for Highway Infrastructure for the carrying out of any of the Highway Works an amount equal to such funding shall be at the Council's sole discretion be reapportioned proportionately from the Highway Works Contributions (whether already received or still to be received) to address the shortfall shown in the Owners Contribution Shortfall Table and any increase in costs of delivering the Highway Works PROVIDED THAT for the avoidance of doubt this paragraph shall not require the Owner to pay any additional contributions above the levels set out in Schedule 1 to this Deed

4. ACCESSES

- 4.1 To use reasonable endeavours in any negotiations or in agreeing planning obligations with landowners in relation to the land through which the Upper Lotmead Route and the Great Stall East Access Road run as identified on the Accesses Plan which for the avoidance of

doubt are those which rely upon access through or provide additional accesses to the Application Site in order to prevent any ransom situation arising between those landowners which would otherwise prohibit the Owner from completing the Development as permitted and in accordance with the NEV plan PROVIDED THAT the intention (as set out in the Statement of Intent at Appendix 10) is that those sites that come forward for development shall be subject to obligations which mirror the obligations of the Owner in this Deed

5. SOUTHERN CONNECTOR ROAD

- 5.1 The Council will use reasonable endeavours to complete the construction of the Southern Connector Road to the boundary of the Application Site at point 1 on the Access Plan by the end of 2023 subject to the availability of funding, grant-enabled or otherwise.

SCHEDULE 3

Affordable Housing

Part 1 - Provision of Affordable Housing Units

The Owner covenants and agrees with the Council (unless otherwise agreed in writing by the Council):

1. Affordable Housing Scheme

- 1.1 Not to Commence any Phase of the Development until the Affordable Housing Scheme for that Phase has been submitted to and agreed by the Council.
- 1.2 Unless otherwise agreed by the parties the Affordable Housing Scheme for each Phase shall provide that twenty percent (20%) of the Dwellings which are constructed in any Phase shall be Affordable Housing of which fifty percent (50%) shall be Affordable Rented Units (or Intermediate Rented Units in the event that Affordable Rent is no longer available to the Registered Provider) and fifty percent (50%) shall be Intermediate Units and based on total of 2500 Dwellings proposed on the Application Site, 500 shall be Affordable Housing (or 20% of the total number of the Dwellings constructed on the Application Site for which reserved matters permissions are granted, whichever is lesser) with a mix as follows:

Affordable Rent Units:

- a) Twenty three percent (23%) x one bedroom flats;
- b) Fifty percent (50%) x two bedroom houses (3 persons);
- c) Twenty two percent (22%) x three bedroom houses (5 persons);
- d) Five percent (5%) x four bedroom houses (7 persons).

Intermediate Units (Low Cost Home Ownership/Shared Ownership):

- a) Fifty percent (50%) x two bedroom houses (3 persons);
 - b) Forty five percent (45%) x three bedroom houses (5 and 6 persons); of which 40% to be 5 persons and 5% to be 6 persons;
 - c) Five percent (5%) x four bedroom houses (7 persons).
- 1.3 To provide Affordable Housing in each Phase in accordance with the Affordable Housing Scheme approved for that Phase from time to time by the Council.
 - 1.4 To ensure the Affordable Housing Units are located in clusters of no more than fifteen (15) (with no more than eleven (11) units being Affordable Rent) and are otherwise fully integrated with the Open Market Units.
 - 1.5 To construct all of the Affordable Housing Units to the development standard current at the time of the relevant reserved matters approval pursuant to the Planning Permission to no lower standard than the standard which is applied to the Open Market Units such standard first to be approved by the Council in writing.

- 1.6 That subject to the other provisions of this Schedule not to use the Affordable Housing Units for any purpose other than the provision of Affordable Housing.
- 1.7 To transfer the Affordable Housing Units to a Registered Provider (to be approved by the Council in writing) with the transfer prepared by the Owner's solicitors at the Owner's cost containing those terms set as required and set out in this Schedule.
- 1.8 Not to allow more than seventy five percent (75%) of the Open Market Units in any phase to be Occupied until all the Affordable Housing Units within that phase have been constructed in accordance with the Planning Permission, made available for occupation and transferred (which shall be by way of freehold or leasehold transfer) to the Registered Provider on terms that require:
 - a) Full and free rights of access from a public highway to the relevant part of Affordable Housing Units and full and free rights for the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways and service media
 - b) Such other commercial terms and conditions as may be reasonably required by the Owner transferee or Registered Provider including requirements in respect of pro rata payments of all services repairs maintenance and improvements of a communal nature and other services relating to both the building in which the Affordable Housing Unit is located and to the estate comprised within the Application Site and insurance of the building and curtilage including estate management costs to the extent that all such costs are reasonably incurred.
- 1.9 Immediately upon the transfer of any Affordable Housing Units to the Registered Provider to procure the execution by the Registered Provider and delivery to the Council of a Nominations Agreement PROVIDED THAT Registered Providers who are existing Swindon partners in partnership with the Council and are already signed up to the current 2010 Nominations Agreement will not be required to enter into a new Nominations Agreement, unless advised otherwise by the Council.
- 1.10 To make it a requirement in the transfer of any Affordable Housing Units to a Registered Provider for the Registered Provider to take all reasonable and prudent steps to avert the repossession of the Affordable Housing Units by any chargee or mortgagee or the exercise by any chargee or mortgagee of a power of sale and that in the event of default under the security or the likelihood of default to co-operate fully with the Council and Homes England to arrange the transfer of the Affordable Housing Units to another Registered Provider or (at the Council's option) to the Council and in particular the Registered Provider shall inform and notify the Council immediately in the event of the owner or occupier for the time being of the Affordable Housing Unit (which may at that time be the Registered Provider) receiving notification from such chargee or mortgagee of any breach or alleged breach by the charger or mortgagor for time being of the Affordable Housing Unit of any of its obligations under its security
- 1.11 That in the event of a default under any security or in other circumstances warranting the intervention of Homes England (whether or not under the Housing Act 1996 Part 1 Chapter IV

or Schedule 1 Part IV) this shall not prevent the transfer of the freehold (or superior title) of the Affordable Housing Units or any part of it to another Registered Provider

- 1.12 Following the completion of the construction the Affordable Housing Units or any part thereof, the Affordable Housing Units shall only be let to or disposed of to:
- (a) any person whose income means they cannot afford to buy or rent a suitable property on the open market without financial assistance and meets the qualifying criteria set out in “A Home in Swindon - The Council’s Housing Allocation Policy” (version April 2014) or meets the affordability criteria set out by the Home Buy Agent for Swindon (currently Help to Buy South); and
 - (b) a designated person being any persons who are at all material times immediately prior to the occupation of the Affordable Housing Unit:
 - (i) is on the housing register or housing transfer list of the Council or
 - (ii) is owed a duty by the Council pursuant to section 193 of the Housing Act 1996 or
 - (iii) is ordinarily resident or employed in the Borough of Swindon and is approved in writing by the Council as being suitable to occupy the Affordable Housing Units or part thereof
 - (c) any person who meets the qualifying criteria meaning any of the following or a combination of the following:
 - (i) is on the Help to Buy South Home Buy Register www.helptobuysouth.co.uk (or current Home Buy Agent for Swindon) or
 - (ii) qualifies to move to the area in which the Affordable Housing Unit is situate pursuant to a mobility scheme to which the Council is the participating authority or
 - (iii) is owed a duty by the Council pursuant to section 193 of the Housing Act 1996 or
 - (iv) is ordinarily resident or employed in the Borough of Swindon and is approved in writing by the Council as being suitable to occupy an Affordable Housing Unit or part thereof

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

- 1.13 Following the completion of the construction of the Affordable Housing Units or part thereof, the Affordable Housing Units shall only be let or disposed of by way of:
- (a) a Low Cost Home Ownership Lease or similar appropriate legal mechanism in respect of those Affordable Housing Units to be Intermediate Units or
 - (b) an assured tenancy agreement complying with the guidance given by Homes England under section 36 of the Housing Act 1996 or

- (c) a starter probationary or fixed term tenancy agreement in the standard form of the Registered Provider
- (d) such other freehold or leasehold disposal as is first approved by the Council in writing
- (e) by way of the right to buy or the preserved right to buy under the Housing Act 1985 or the Right to Acquire under the Housing Act 1996

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

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

- (a) any Affordable Housing Unit in respect of which a tenant has exercised a right to acquire or right to buy or any Affordable Housing Unit where the lessee has staircased to one hundred percent (100%) equity share and so that such tenant or lessee or a successor in title thereto shall be entitled to dispose of such Affordable Housing Unit thereafter free from the covenants and obligations set out in this Schedule and which provisions shall determine absolutely
- (b) any mortgagee or chargee (or any receiver (including an administrator or administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - (i) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the whole of any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) and shall have used all reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the whole of any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expense or the Market Value, whichever is less; and
 - (ii) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the whole of any part of the Affordable Housing Land or any or all of the Affordable Housing Units (as the case may be) free from the covenants and obligations on the part of the Owner and the Registered Provider contained in this Schedule which provisions shall determine absolutely

1.15 All net staircasing receipts shall be used for the purpose of providing Affordable Housing in Swindon.

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

2. The following provisions are to apply to the sales of all Affordable Housing:
 - 2.1 All provisions reasonably necessary for the beneficial enjoyment of the Affordable Housing Units
 - 2.2 Reservations of all rights of access and passages of services and rights of entry reasonably necessary for the beneficial enjoyment of the remaining part of the Development
 - 2.3 A covenant by the Registered Provider not to dispose of any Affordable Housing Unit other than by sale by way of shared ownership or equity share or by other suitable arrangement to the intent that the Affordable Housing Unit shall be used for the purposes of providing housing with or without public subsidy for purchase and/or rent or for any combination of purchase and rent significantly below open market level as defined by Homes England to be made available for persons who cannot afford to buy or rent houses generally available on the open market and who:
 - a) is on the Help to Buy South Home Buy Register (or current Home Buy Agent for Swindon) or
 - b) qualifies to move to the area in which the Application Site is situate pursuant to a mobility scheme to which the Council is the participating authority or
 - c) is owed a duty by the Council pursuant to section 193 of the Housing Act 1996 or
 - d) is ordinarily resident or employed in the Borough of Swindon and is approved in writing by the Council as being suitable to occupy the Affordable Housing Units or part thereof

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

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

- 2.5 All net staircasing receipts shall be used for the purpose of providing Affordable Housing in Swindon.

Part 3 - Nominations Agreement

3. The Nominations Agreement as at the date of this Agreement in use by the Council is the 2010 Nominations Agreement hereinbefore, which is subject to such further amendments and updates as may be required by the Council.
4. Reference to Registered Social Landlord (RSL) as provided in the 2010 Nominations Agreement means a Registered Provider.

THIS DEED OF NOMINATION RIGHTS is made theday of

BETWEEN:

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

1. Definitions

1.1. In this Deed:

- 1.1.1. 'Initial Let' means the first tenancy or lease of such newly constructed and previously unoccupied Rented Unit or Shared Ownership Unit
- 1.1.2. 'Nomination List' means the list to be supplied by the Council pursuant to clauses 3.2.3 and 3.3.1
- 1.1.3. 'Nominee' means a person named who is specified by the Council as being suitable for the category of Rented Unit or Shared Ownership Unit in respect of which the RSL is in accordance with this Deed to offer a Tenancy Agreement or Shared Ownership Lease
- 1.1.4. 'Property' means the land at (address) shown edged red on the attached plan
- 1.1.5. 'Rented Units' means (number) [houses, flats, maisonettes or bungalows]
- 1.1.6. 'Shared Ownership Units' means (number) [houses, flats, maisonettes or bungalows]
- 1.1.7. 'Shared Ownership Lease' means a lease substantially in the form annexed or agreed between the parties
- 1.1.8. 'Subsequent Nominee' means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.3.3
- 1.1.9. 'Tenancy Agreement' means either a assured tenancy, assured shorthold tenancy or a starter tenancy agreement in a form prepared by the RSL and containing terms which accord with the form of tenancy agreement being used by the RSL from time to time for its general lettings
- 1.1.10. 'Vacancy Notice' means a written notice in the form of a property nomination request form given by the RSL to the Council. The function of such notice being the notification to the Council by the RSL that the construction and fitting out of the Rented Unit or Shared Ownership Unit is ready to be advertised
- 1.1.11. 'Void' means a Rented Unit which is vacant otherwise than as a result of the tenant having:
- 1.1.11.1. moved to other accommodation either by transfer or decant provided by the RSL

1.1.11.2. moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996

1.1.12. 'Void Notice' means a written notice given by the RSL to the Council in the form of a property nomination request form given by the RSL to the Council. The function of such a notice being the notification to the Council of a Void

2. Enabling Provisions

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

3. Procedure

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

3.2. Initial lets

3.2.1. The RSL shall give the Council not less than 1 months' notice where possible of the date when the Initial Let units will be ready for occupation

3.2.2. The RSL shall serve a property nomination form in respect of the Rented Units or Shared Ownership Units prior to such newly constructed and previously unoccupied Rented Units or Shared Ownership Units becoming available for occupation

3.2.3. The Council shall on receipt of the property nomination form advertise the said property through its 'homebid website' on the next available bidding cycle. The close of the bidding cycle will be no more than 14 days after the Council; received the property nomination form. The Council will serve upon the RSL within 3 working days the name of the nominated person whom the Council has shortlisted from the Council's nomination list.

3.2.4. The nominated person to be served by the Council under clause 3.2.3 shall:

3.2.4.1. specify the appropriate address of Rented Unit or Shared Ownership Unit

3.2.4.2. indicate the banding priority for the housing of the persons named

3.2.5. The RSL shall have the right to let the Initial Let in respect of the Rented Units or Shared Ownership Units to persons of its own choosing in the event of the Council's failure to serve a name as referred to in clause 3.2.3 within the period of 3 working days at the close of the bidding cycle

3.2.6. The RSL shall within 10 working days of the date of receipt of the nominated person referred to in clause 3.2.3 use its reasonable endeavours to arrange viewing of the relevant Rented Unit or Shared Ownership Unit and offer a Tenancy Agreement or Shared Ownership Lease to such selected Nominee

3.2.7. If the selected Nominee fails to enter into a Tenancy Agreement or Shared Ownership Lease within 10 working days of receipt of the RSL's offer of a Tenancy Agreement or Shared Ownership Lease such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL can request another Nominee whereupon the procedure set out in clause 3.2.6 and this clause shall be repeated

3.2.8. In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement or Shared Ownership Lease within the time prescribed by clause 3.2.7 then the RSL can request a third Nominee and the procedure set out in clauses 3.2.6 or 3.2.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement or Shared Ownership Lease within the prescribed time limits the RSL shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit or

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

- 3.3. Voids
 - 3.3.1. Should a Rented Unit or Shared Ownership Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:
 - 3.3.1.1. the RSL shall serve a property nomination form in respect of the relevant vacant Rented Unit or Shared Ownership Unit and
 - 3.3.1.2. The Council shall on receipt of the property nomination form advertise the said property through its 'homebid website' on the next available bidding cycle. At the close of the bidding cycle the Council will serve upon the RSL within 3 working days the name of the nominated person whom the Council has shortlisted.
 - 3.3.2. The RSL shall have the right to let the relevant vacant Rented Unit or Shared Ownership Unit to a person of its own choosing in the event of the Council's failure to provide a nominee referred to in clause 3.3.1.2 within 3 working days of close of the bidding cycle.
 - 3.3.3. Upon receipt of the nominated person referred to in clause 3.3.1.2 the RSL shall follow the procedure set out in clauses 3.2.6-3.2.8 mutatis mutandis
 - 3.3.4. The RSL shall not be obliged to follow the procedure set out in clauses 3.3.1-3.3.3 if it would result in the Subsequent Nominees exceeding 50% or 75% of the Rented Units or Shared Ownership Units available after the Initial Let
- 3.4. Provision of information and alteration of lists
 - 3.4.1. The RSL shall give notification to the Council of the occurrence of the following events within 5 working days of their occurrence:
 - 3.4.1.1. a Nominee failing to view a Rented Unit or Shared Ownership Unit
 - 3.4.1.2. a Nominee failing to accept the offer of a Tenancy Agreement or Shared Ownership Lease
 - 3.4.1.3. a Nominee accepting an offer of a Tenancy Agreement or Shared Ownership Lease
 - 3.4.1.4. a person accepting an offer of a tenancy from the RSL
 - 3.4.1.5. the RSL rejecting a Nominee in accordance with clause 3.4.7
 - 3.4.2. In the event of a further property nomination form being served pursuant to clause 3.4.1 then the name of such Nominee shall be removed from the shortlist
 - 3.4.3. Within 5 working days of the Council receiving information regarding clause 3.4.1 save for notice under clause 3.4.1.4 the Council shall serve upon the RSL the name and address of another Nominee
 - 3.4.4. If the Council has no suitable Nominee they will inform the RSL within 2 working days.
 - 3.4.5. The RSL shall have the right to let a Rented Unit or Shared Ownership Unit to a person of its choosing if the Council's failure to provide a Nominee creates a Void in respect of that Rented Unit or Shared Ownership Unit
 - 3.4.6. Each year (quarterly) the RSL shall serve the Council with details of the letting activities of the Rented Units and Shared Ownership Units when requested by the Council
 - 3.4.7. The RSL shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the RSL the grant of a tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria

- 3.4.8. The Council shall immediately notify the RSL in writing if any Nominee is to be withdrawn from the Nomination List with full reasons
- 3.4.9. When calculating percentages for the purposes of this Deed percentages in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down
- 3.4.10. The Council and the RSL agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

4. Notices

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

5. Transfers to other Registered Social Landlords

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

6. Disputes

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

7. Agreements and declarations

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

8. Costs

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

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

SWINDON BOROUGH COUNCIL: Signed:

REGISTERED SOCIAL LANDLORD: Signed:

SCHEDULE 4

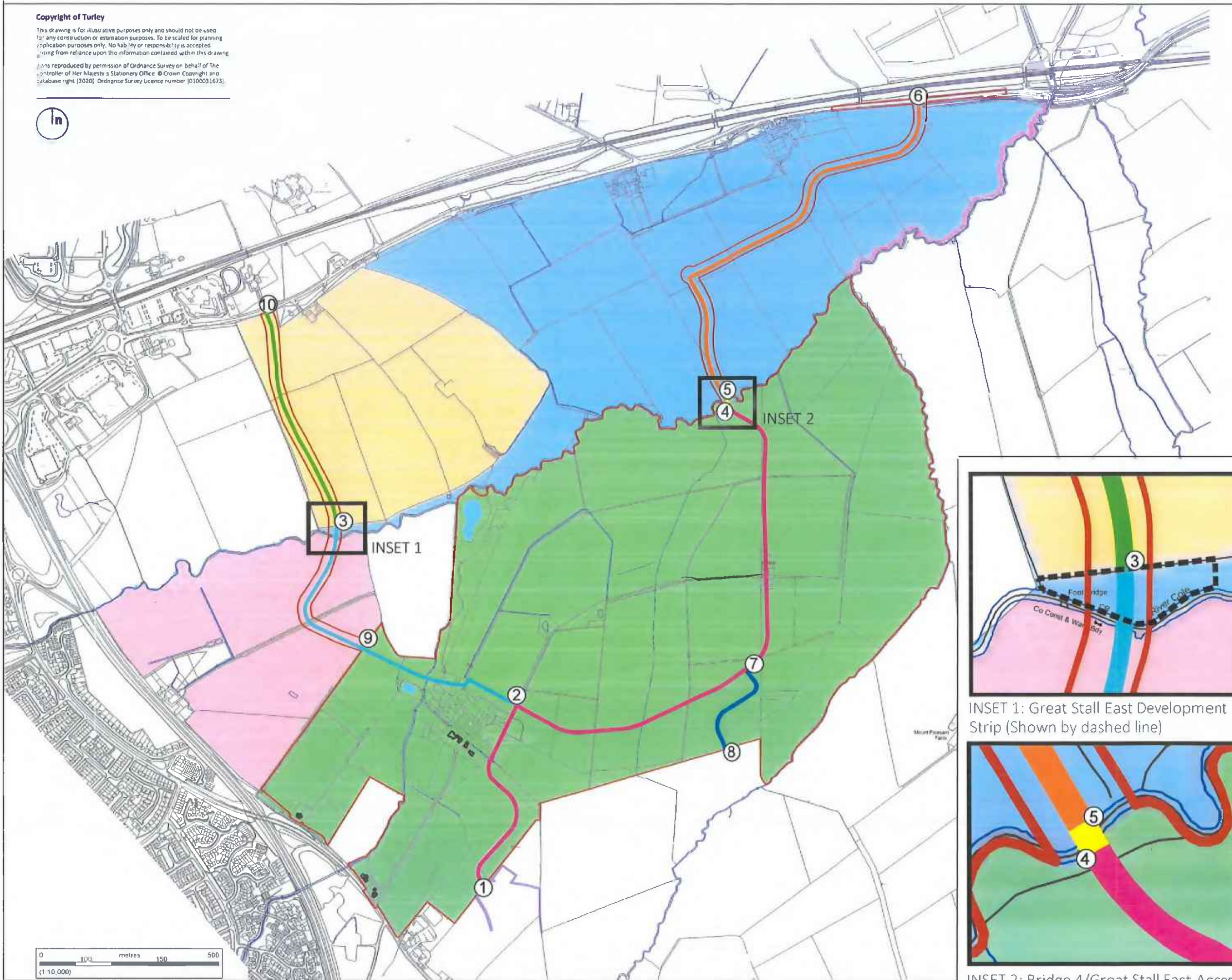
Management Company

1. The Management Company shall be set up with sufficient initial funds and an appropriate funding mechanism going forward to enable it to carry out its management and maintenance responsibilities in accordance with the Open Space Strategy.
2. The Management Company shall be limited by guarantee and shall be open to membership only by the Owner and the transferees or lessees of the Dwellings comprising Open Market Units and if the Owner so requires membership of the Management Company may be extended to the Registered Housing Provider.
3. The first Directors of the Management Company shall be representatives of the Owner who will be required to hold office until the Open Space is transferred to the Management Company
4. Upon transfer of the Open Space the first directors of the Management Company shall be replaced by two or more persons nominated by the Owner to become directors of the Management Company
5. The principal object of the Management Company shall be providing for the maintenance of the Open Space (which for the avoidance of doubt includes the LEAPs and NEAPs) in accordance with the Open Space Strategy and reserved matters permissions and the drainage features constructed and maintained in accordance with any approved sustainable urban drainage scheme
6. As and when each of the Dwellings is sold or let the Owner will require that each of the purchasers or tenants becomes a member of the Management Company
7. The Owner shall include in the transfer or lease of each Dwelling a covenant on the part of the purchaser or lessee to become a member of the Management Company and to be bound by the memorandum of association of the Management Company and abide by any regulations reasonably made by it
8. The Owner shall procure that upon any future conveyance transfer or assignment of any Dwelling the relevant purchaser or assignee shall become a member of the Management Company

APPENDIX 1

PLANS

Copyright of Turley
 This drawing is for illustrative purposes only and should not be used for any construction or estimation purposes. To be scaled for planning application purposes only. No liability or responsibility is accepted arising from reliance upon the information contained within this drawing.
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- Application boundary
- Lotmead Land
- Great Stall East Land
- Upper Lotmead Land
- Symmetry Park Land
- Lotmead Spine Road
- Bridge 4
- Great Stall East Access
- Upper Lotmead Access
- Redlands Access
- Symmetry Park Access
- Key Road Intersections

- 1 Lotmead Spine Road Access
- 1/2 Lotmead Spine/Upper Lotmead Access Intersection
- 2/3 Upper Lotmead Access
- 1/4 Lotmead Spine Road Access/Bridge 4 Intersection
- 2/4 Upper Lotmead Access/Bridge 4 Intersection
- 4/5 Bridge 4/Great Stall East Access Intersection
- 5/6 Great Stall East Access/A420 Intersection
- 1/7 Lotmead Spine Road/Redlands Access Intersection
- 7/8 Redlands Access
- 3/10 Symmetry Park Access

Handwritten signatures and initials
 CLIENT
 Ainscough Strategic Land

PROJECT
 Land at Lotmead Farm

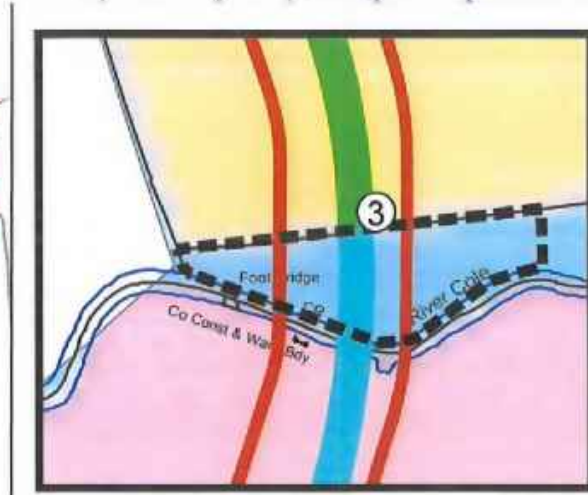
DRAWING
 Accesses Plan

PROJECT NUMBER
 AINA3007

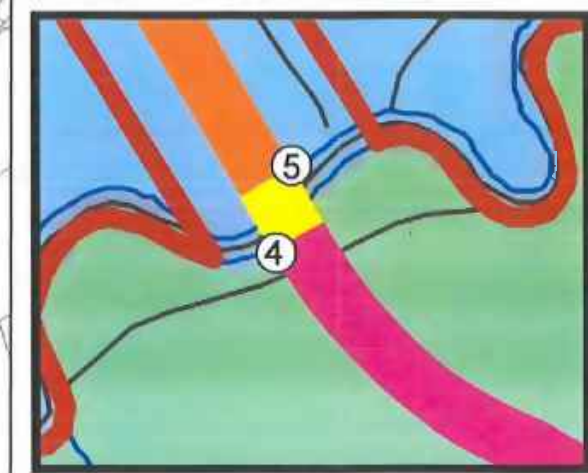
DRAWING NUMBER SK1002 CHECKED BY JB

REVISION 0 STATUS 8/6/21 DRAFT

DATE 11/03/21 SCALE 1:10000 @ A3

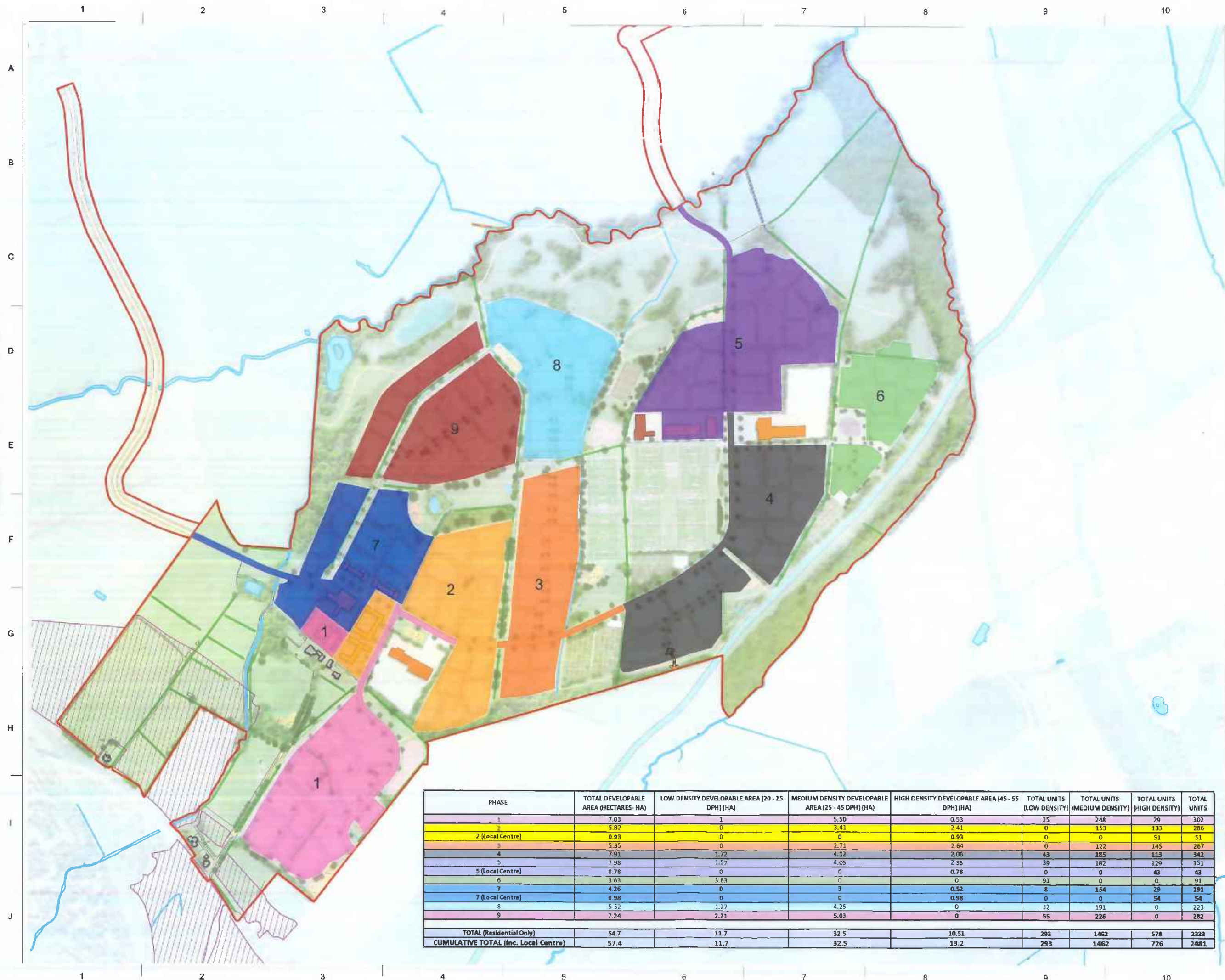


INSET 1: Great Stall East Development Strip (Shown by dashed line)



INSET 2: Bridge 4/Great Stall East Access Intersection





THIS DRAWING IS COPYRIGHT PROTECTED AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN AUTHORITY FROM THE OWNER.

NOTE:
 1. Do not scale from this drawing. Always work to noted dimensions.
 2. All dimensions are in millimetres unless otherwise stated.
 3. All setting out, levels and dimensions to be agreed on site.
 4. The dimensions of all materials must be checked on site before being laid out.
 5. This drawing must be read with the relevant specification, clauses and detail drawings.
 6. Order of construction and setting out to be agreed on site.

Handwritten signatures and initials:
 [Signature]
 [Signature]
 [Signature]
 [Signature]

Issue	Date	Status	Drawn	Approved
P03	16.11.20	Table amends	CJ	LF
P02	16.11.20	Plan and title amends	CJ	LF
P01	05.11.20	Planning	CJ	LF

Planit Intelligent Environments LLP
 E: info@planit.ie W: planit.ie.com
 MANCHESTER: 2 Quail Garden St, Warrington, WA14 8DY, T: 0161 928 9281
 LONDON: One St Walsley, 44-48 Wharf Road, London, N1 7JX, T: 0207 253 5678

Client: Ainscough Strategic Land
 Project: PL1461.1 East Swindon Lotmead Villages
 Dwg Title: Lotmead Spine Road and Housing Parcel Phasing Plan
 Created on: 05.11.20 Created by: CJ Approved by: LF
 Scale: 1:5000 A2 Status: Comment
 Dwg No.: PL1461.1-PLA-00-XX-DR-U-0024
 Suitability: S3 Revision: P03

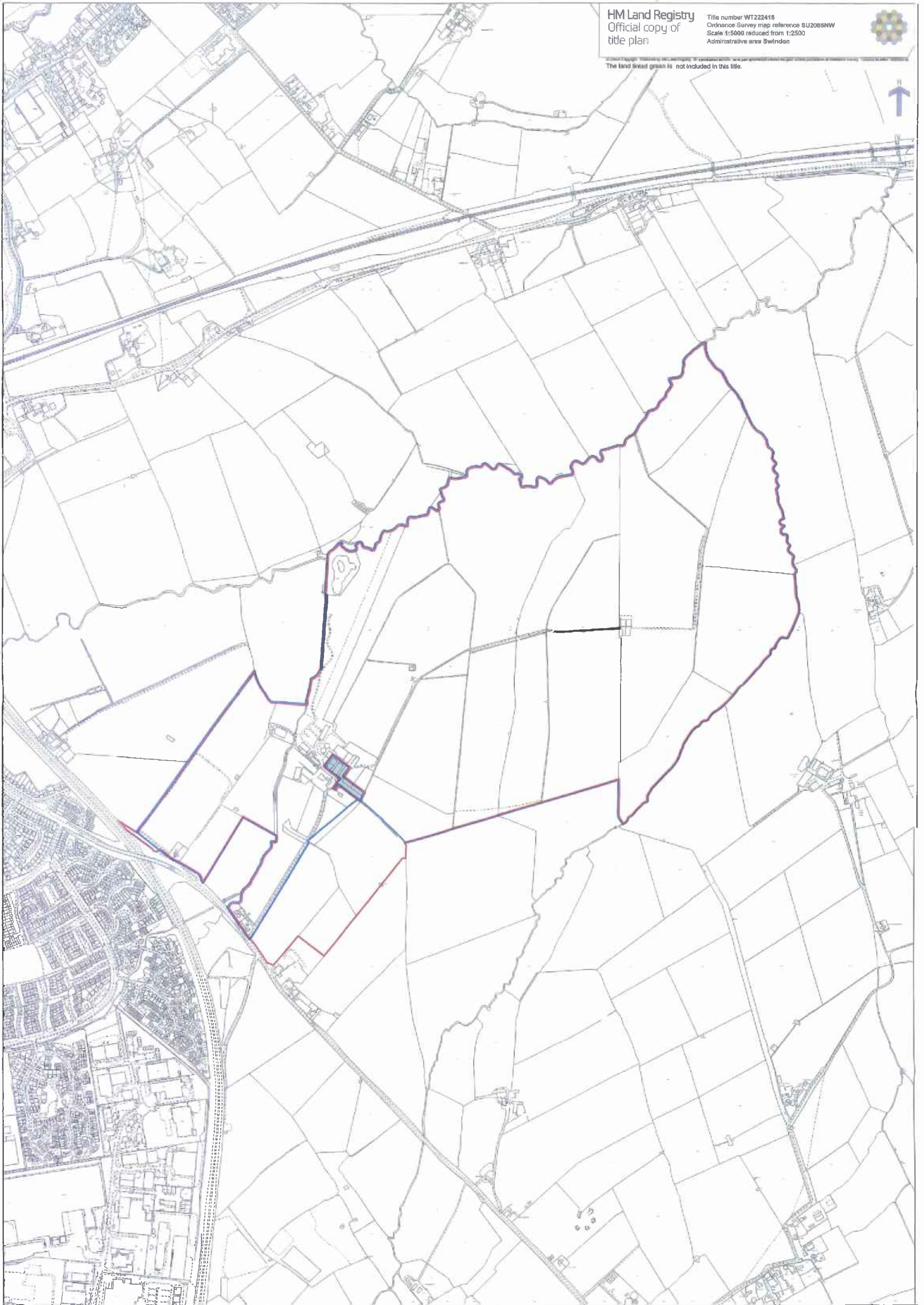
PHASE	TOTAL DEVELOPABLE AREA (HECTARES - HA)	LOW DENSITY DEVELOPABLE AREA (20 - 25 DPH) (HA)	MEDIUM DENSITY DEVELOPABLE AREA (25 - 45 DPH) (HA)	HIGH DENSITY DEVELOPABLE AREA (45 - 55 DPH) (HA)	TOTAL UNITS (LOW DENSITY)	TOTAL UNITS (MEDIUM DENSITY)	TOTAL UNITS (HIGH DENSITY)	TOTAL UNITS
1	7.03	1	5.50	0.53	25	248	29	302
2	5.82	0	3.41	2.41	0	153	133	286
2 (Local Centre)	0.93	0	0	0.93	0	0	51	51
3	5.35	0	2.71	2.64	0	122	145	267
4	7.91	1.72	4.32	2.06	43	185	113	342
5	7.98	1.57	4.05	2.35	39	182	129	351
5 (Local Centre)	0.78	0	0	0.78	0	0	43	43
6	3.63	3.63	0	0	91	0	0	91
7	4.26	0	3	0.52	8	154	29	191
7 (Local Centre)	0.98	0	0	0.98	0	0	54	54
8	5.52	1.27	4.25	0	32	191	0	223
9	7.24	2.21	5.03	0	55	226	0	282
TOTAL (Residential Only)	54.7	11.7	32.5	10.51	293	1462	578	2333
CUMULATIVE TOTAL (inc. Local Centre)	57.4	11.7	32.5	13.2	293	1462	726	2481

866761

APPENDIX 2
OWNERSHIP PLANS



The land listed green is not included in this title.



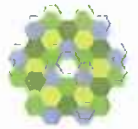
This official copy issued on 5 May 2020 shows the state of this title plan on 5 May 2020 at 10:07:37.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

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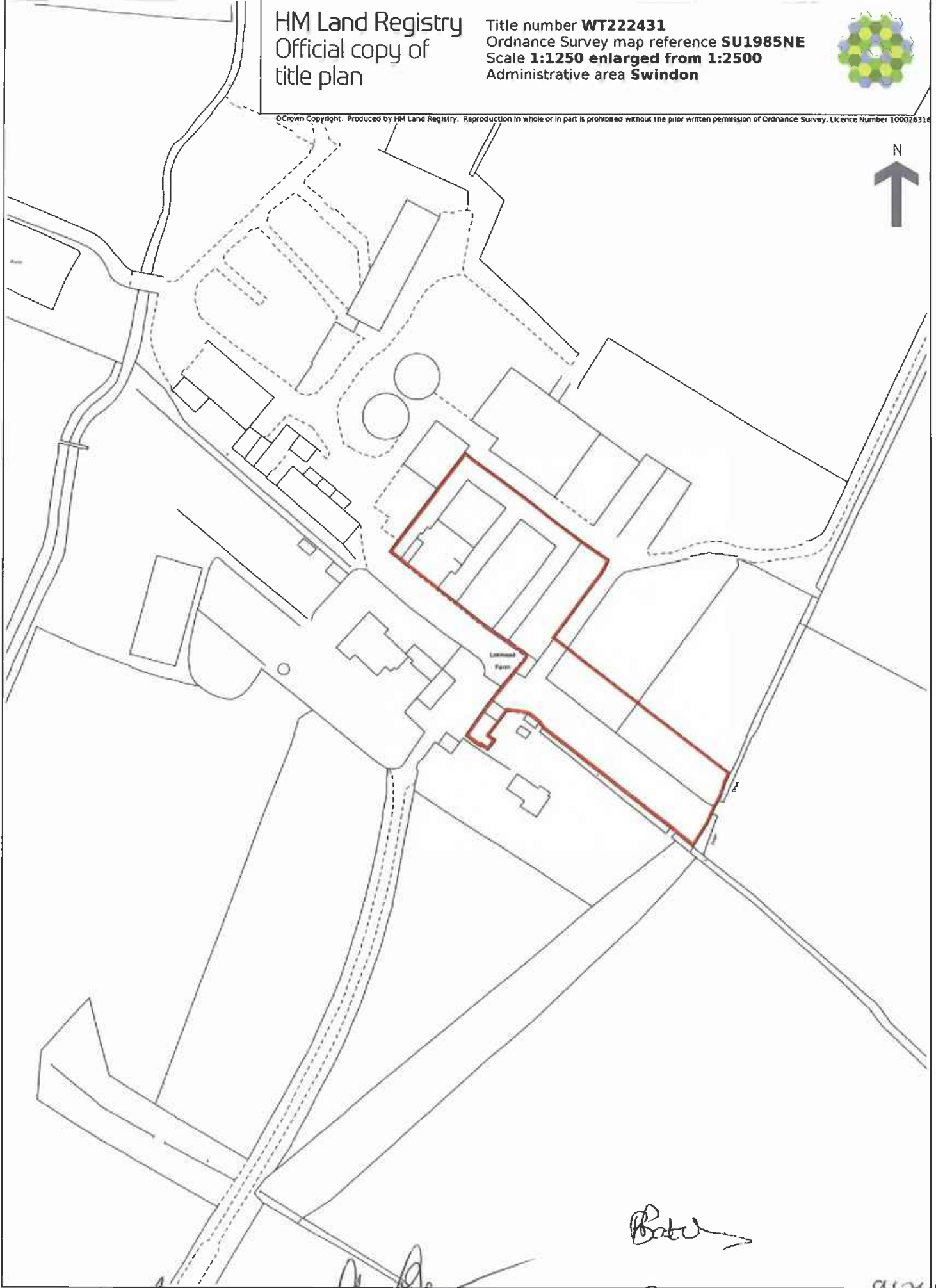
Handwritten signatures and initials, including 'AB', 'R', and 'R'.

HM Land Registry
Official copy of
title plan

Title number **WT222431**
Ordnance Survey map reference **SU1985NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Swindon**



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ALP

John [unclear]
AAH

Bate →

R.A.S.

866761

APPENDIX 3

Primary School specification

The Primary School is to be designed to a minimum standard to meet the specification requirements set out in the guidance in Building Bulletin 99 (or any subsequent updates or replacement specification documents) and in line with guidance set out in Building Bulletin 77 (or any subsequent updates or replacement specification documents) where it applies to the integration and provision for special educational needs.

The Primary School Site (2.2 hectare site) shall include the following:

1. Two (2) Form Entry Seven (7) Year primary school
2. Early years provision for a minimum of 52 places
3. Integrated provision for appropriate elements in support of pupils identified as having Special Educational Needs
4. The required play space and facilities to meet DfES standards
5. A layout that would allow community access independently of access to the main teaching spaces
6. A Multi-Use Games Area (MUGA)
7. Staff parking
8. Drop off arrangements
9. Secure Boundary

APPENDIX 4

Allotment Specification

Actual Requirement 140 half-size plots

General Allotment Specification design layout

(20 half-size plots)

Allotment Specification

This is the allotment specification for a 20 half-size plot facility. Allotments should be well-connected to adjacent open space uses and accessible from across a development. Each 20 half-size allotment site should be delivered to the following specification:

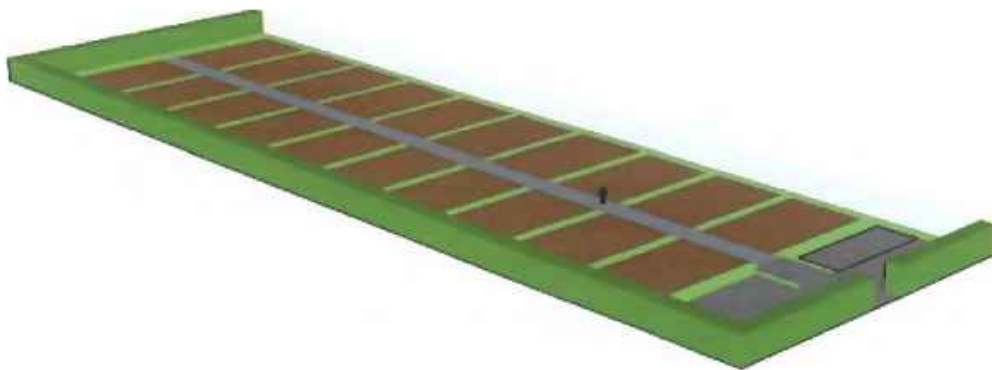
1. *Size and layout:*
 - a. Contain a minimum of 20 plots as this is the amount required to make a site viable. The minimum area of 20 plots should be 2,520sq/m. This equates to plot sizes of 14x9m (metric equivalent of half a traditional plot).
 - b. Stone dust path down centre of allotment capable of taking fully loaded tractor and trailer - i.e. to light commercial vehicle standard with a turning head to take the manoeuvring of a vehicle with trailer
 - c. Paths between plots 1.5m wide to allow for disabled access
 - d. Grass path down centre of each plot - paths within plots to be circa 600mm wide
2. *Boundaries and security:*
 - a. 2.4m high weld mesh security fence
 - b. Lockable access gates
 - c. Where hedges are required to screen prominent boundaries a 3m wayleave/clearance surround is to be provided to allow for tractor sidearm access for hedge maintenance.
 - d. Allow 2m width for hedge at maturity.
 - e. 1.5m grass surround allowed to maintain boundary fence (where no hedge)
3. *Utilities:*
 - a. The site should be served by a water supply ready to connect at the gate, and the water supply connects to appropriately located troughs.
 - b. Water tank per every 6 plots with a water point for every plot
 - c. Sewerage and electricity to be provided to the boundary of the site
4. *Additional facilities:*
 - a. Car parking - 10 no. 5x2.5m bays plus manoeuvre space for vehicle with trailers, tarmac surface
 - b. Hard surfaced shared space as part of the car park for a future communal shed or club-house

- c. A hard surfaced area close to the main vehicular entrance to allow for deliveries etc. with space for a future communal shed or club-house and community notice board

5. *Siting and quality:*

- a. Should be easily accessible to future residents of development
- b. Situated on open land which is not overshadowed by trees/hedgerows or built structures
- c. Oriented to maximise sunlight and minimise overshadowing
- d. Situated outside of flood zone and above the water table
- e. The standard of soil of the site should be of good quality top soil to a reasonable depth, not compacted and free of debris or any contaminants
- f. The soil would need testing prior to use

Indicative drawing for a 20 half-size plot:



APPENDIX 5

Early Years Provision Specification - Local Centres

Nursery / Pre-school

Floorspace Requirements

1. Classroom space:

- a) Minimum of 60m² (based on accommodating 26 x 3 and 4 year olds.)
- b) Rooms can be added in addition to this but must meet ratios of 2.5m² per 2 year old or 2.3m² per 3 and 4 year old.

2. Other space:

- a) Kitchenette
- b) Space for 3 early year's toilets and nappy changing
- c) Disabled/staff toilet
- d) Room for staff room and meetings
- e) Office space for manager and administrator
- f) Entrance area for buggy storage, cloakroom for bags and coats.

3. Outside space:

- a) Secure outside play area, ideally minimum of 9m² per child to offer free-flow - must be directly accessible from the classroom (*9m² x 26 children = 234m²*)
- b) Canopy to cover part of external play area
- c) External storage area for outside equipment
- d) External waiting area for parents to wait during pick up/drop off.
- e) Car parking accessible to staff and parents

APPENDIX 6

LEAP and NEAP Specification

Both LEAPs and NEAPs must be constructed outside of floodplain.

LEAP - Local equipped Area for Play

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

- d. Name and telephone number of the operator of the facility to report any incident or damage to the play equipment
- e. Location of the nearest public telephone (where possible)

NEAP - Neighbourhood Equipped Area for Play

1. Provides all the requirements of a LEAP (usually in a defined separate area) plus activities for older children:
2. Has a minimum activity zone area of 1000m² that is divided into two parts; one containing a range of playground equipment and the other having a fenced hard surface (MUGA) of at least 465m² (the minimum area needed to play 5-a-side football).
3. Caters predominantly for older children
4. Is within 15 minutes' walking time (500m straight line) from home.
5. Has a buffer zone of not less than 30m in depth between the activity zone and the boundary of the nearest dwelling. A greater distance may be needed where purpose-built skateboarding facilities are provided. This zone should include planting to enable children to experience natural scent, colour and texture.
6. Positioned beside a pedestrian pathway on a well-used route.
7. Overlooked but integrated into wider general recreational open space or adjacent other community facilities/uses
8. Occupies a well-drained site with a grass or a hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN1177.
9. Contains at least 8 types of play equipment comprising:
 - a. At least 1 item to stimulate rocking, touch, social or developmental play among younger children;
 - b. At least 2 items to facilitate sliding, swinging or moderate climbing;
 - c. At least 5 items to encourage either more -adventurous climbing, single- point swinging, balancing, rotating or gliding (e.g. cableway). At least 3 of these items should be individual play items rather than part of a combination multi-play unit.
10. A well-drained grass area that is flat or gently sloping suitable for football and active games.
11. The playground equipment must conform to EN1176.
12. Contains seating for parents and/or carers in the vicinity of the play equipment and other seating within the hard-surfaced games area.
13. Contains litter bins at each access point and in the proximity of each group of seats
14. Has a convenient and secure parking facility for bicycles
15. Has adequate space around the equipment to enable children to express their general exuberance and play games of 'tag' or 'chase'.
16. Where fencing is specified, it should be at least 1m height around the perimeter of the activity zone, with two outward-opening, self-closing gates, on opposite sides of the play area, to deter entry by dogs and to restrict opportunities for bullying.
17. Has a sign indicating:

- a. The area is solely for use by children
- b. Adults are not allowed unless accompanied by children
- c. Dogs are excluded
- d. Name and telephone number of the operator of the facility to report any incident or damage to the play equipment
- e. Location of the nearest public telephone.

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

APPENDIX 7

Open Space Strategy Specification

The Open Space Strategy shall contain details of the following:

1. Location and quantity of each type of open space being provided on site:
 - a. general recreation
 - b. Formal Children's Play - LEAPs and NEAP and their location
 - c. Provision of two bespoke play areas - Lotmead Farm Play Area and the Canal Edge Play Area in accordance with the Specification in Appendix 8
 - d. Allotments
 - e. SuDs/Drainage elements
 - f. Outdoor Sports and associated facilities
 - g. environmental constraints
 - h. Community Forest/woodland planting
2. A Phasing Plan and details on the phasing of delivery that identifies how the open space will be delivered alongside the construction of Dwellings to ensure that residents are provided with Open Space in a timely manner
3. The proposals for appointing a Landscape Expert to oversee the independent checking of the Open Space construction compliance with RM approvals and required standards and defect corrections prior to transfer of the Open Space to an approved Management Company or other approved third Party
4. Proposed future management and ownership of the Open Space
5. Arrangements for ensuring that the Management Company are provided with a full pack of information about the Open Space to be transferred to the Management Company or other approved third party prior to its transfer which for the avoidance of doubt must contain the most- up-to date Institute of Play Inspectors International Inspection Certification for the LEAPs and NEAPs integral to that specific transfer including all post construction and regular inspections prior to transfer as built plan drawings Health and safety file from CDM Regulations surveys/utilities
6. Management of drainage elements associated with the SuDS infrastructure contained within the relevant Open Space

APPENDIX 8

Bespoke Areas of Play Specification

(Lotmead Farm Play Area and Canal Edge Play Area)

Bespoke Play Area Specification

Lotmead Farm Play Area (Local Equipped Area for Play with ecological enhancements)

1. Has a minimum activity zone area of 625m² inclusive of LAP provision
2. Caters for children from 2 to 8 yrs of age
3. Is within 5 minutes walking time (250m, straight line) from homes which this play area is intended to serve
4. Has a buffer zone of not less than 10m in depth between the edge of the activity zone and the boundary of the nearest dwelling and a minimum of 20m between the activity zone and the habitable room façade of the dwelling. This buffer zone should include:
 - a. planting to enable children to experience natural scent, colour and texture, except where access is restricted within the areas of suitable Great Crested Newt (GCN) habitat;
 - b. planting within the buffer zone area facing the GCN ponds, to create habitat suitable for GCN but with fencing/planting to prevent human access through from the LEAP; and
 - c. Provision of a durable permanently installed barrier (c.500mm above ground and 200mm below ground) along the sides of the LEAP facing the GCN ponds to ensure that GCN are not able to access the LEAP.
5. Should not have play equipment overlooking nearby gardens
6. Is positioned beside pedestrian pathway on a well-used route.
7. Occupies a well-drained site with a grass or a hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN1177.
8. Contains at least 5 types of play equipment, of which at least 2 are individual pieces, rather than part of a combination multi-play unit. Each type of play equipment should be designed to stimulate one of the following activities:
 - a. Balancing
 - b. Rocking
 - c. Climbing/agility
 - d. Sliding
 - e. Social play
 - f. additional items may focus upon rotating, swinging, jumping, crawling, viewing, counting or touching.
9. The playground equipment must conform to EN1176.
10. Contains seating for parents and/or carers.
11. Contains a litter bin

12. Has adequate space around the equipment to enable children to express their general exuberance and play games of 'tag' or 'chase'.
13. Where fencing is specified, it should be at least 1m height around the perimeter of the activity zone, with two outward-opening, self-closing gates, on opposite sides of the play area, to deter entry by dogs and to restrict opportunities for bullying. Any fencing should also accord with the ecological requirements set out at Part 4 c).
14. Has a sign indicating:
 - g. The area is solely for use by children
 - h. Adults are not allowed unless accompanied by children
 - i. Dogs are excluded
15. Use of natural materials is acceptable for the play structures, but in the unlikely event that there is an undetected breach in the durable barrier, and GCN access the LEAP, it is important that play structures are built in such a manner that avoids creating suitable structures for GCN.

Canal Edge Play Area (Combined NEAP / LEAP)

16. The Play Area forms a hybrid of a NEAP and a LEAP, providing all the requirements of a LEAP (catering for children from 2 to 8 years of age) plus activities for older children.
17. Has a minimum activity area of 1500m² containing a range of playground and outdoor fitness equipment.
18. Provides an area suitable for football and active games of at least 465m² comprising a well-drained grass area that is flat or gently sloping and free of any fixed equipment.
19. Is within 7 minutes' walking time (375m straight line) from home.
20. Has a buffer zone of not less than 25m in depth between the activity zone and the boundary and the nearest dwelling. This zone should include planting to enable children to experience natural scent, colour and texture.
21. Positioned beside a pedestrian pathway on a well-used route.
22. Occupies a well-drained site with a grass or a hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN1177.
23. Contains at least 7 types of individual play and outdoor fitness equipment comprising:
 - a. At least 5 items to stimulate rocking, touch, social or developmental play among younger children, of which at least 2 are individual pieces, rather than part of a combination multi-play unit;
 - b. At least 2 items to facilitate sliding, swinging or moderate climbing;
 - c. At least 4 items to encourage either more -adventurous climbing, single- point swinging, balancing, rotating or gliding (e.g. cableway). At least 3 of these items should be individual play items rather than part of a combination multi-play unit.
24. The playground equipment must conform to EN1176.
25. Contains seating for parents and/or carers.
26. Contains a litter bin
27. Has adequate space around the equipment to enable children to express their general exuberance and play games of 'tag' or 'chase'.
28. Where fencing is specified, it should be at least 1m height around the perimeter of the activity zone, with two outward-opening, self-closing gates, on opposite sides of the play area, to deter entry by dogs and to restrict opportunities for bullying.
29. Has a sign indicating:
 - a. The area is solely for use by children
 - b. Adults are not allowed unless accompanied by children
 - c. Dogs are excluded
 - d. Name and telephone number of the operator of the facility to report any incident or damage to the play equipment
 - e. Location of the nearest public telephone (where possible)
30. Provides an access point with double gate 2m wide to allow access to vehicle for maintenance.

APPENDIX 9

BRIDGE VISION WORKS - INDICATIVE

NEV Island Bridge Vision SPD (June 2017) Figure 5.1 - Indicative Link Locations

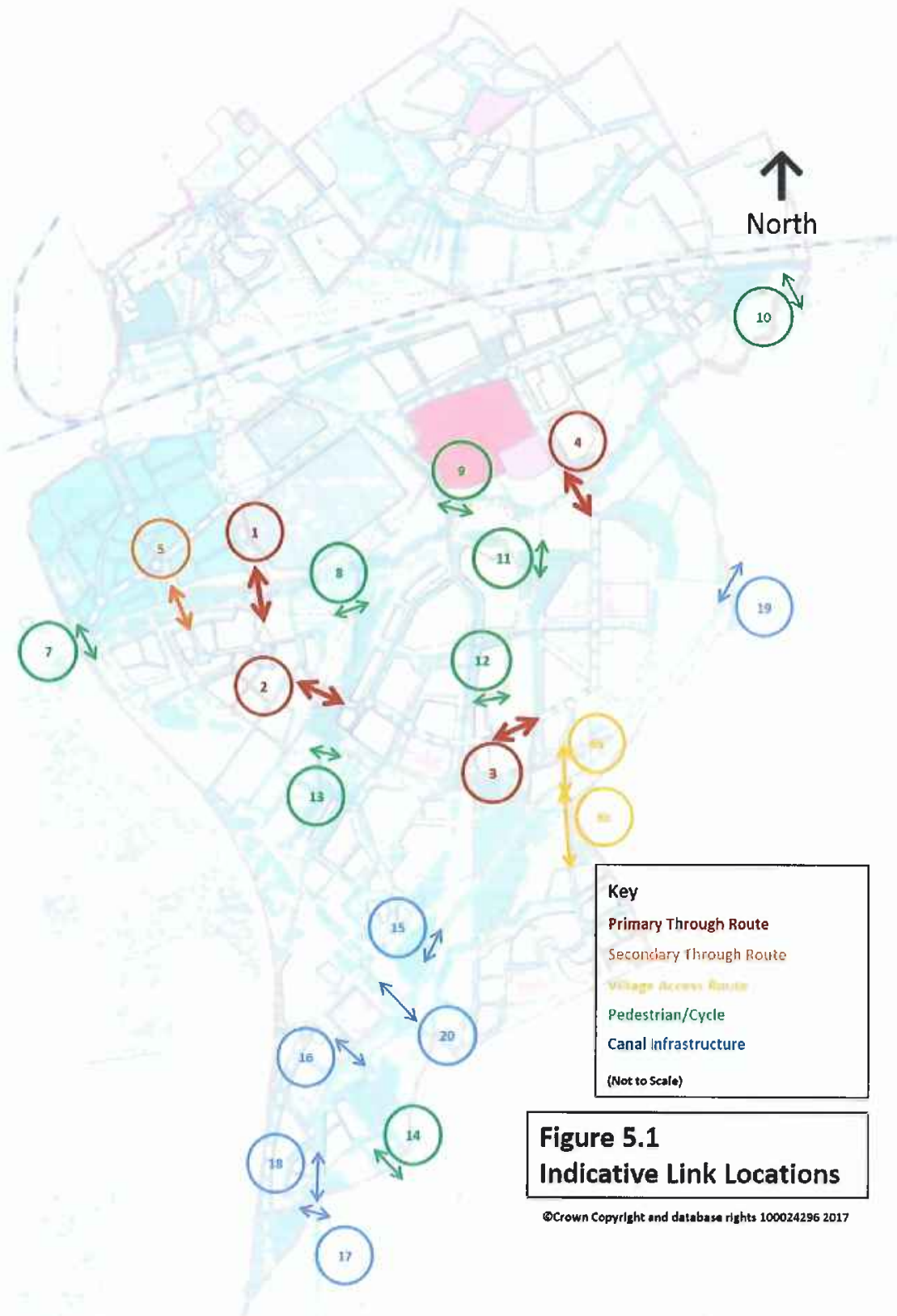


Figure 5.1
Indicative Link Locations

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APPENDIX 10

STATEMENT OF INTENT

DATED 25th March . 2021

SWINDON BOROUGH COUNCIL

**STATEMENT OF INTENT
RELATING TO THE NEW EASTERN VILLAGES**

**DIRECTORATE OF LAW AND
DEMOCRATIC SERVICES
CIVIC OFFICES
EUCLID STREET
SWINDON**

THIS STATEMENT OF INTENT is given by the Council on the 25 March 2021

RECITALS

- (A) The Council is the local planning authority and the local highways authority for the area within which the Application Site is situated.
- (B) The Owner is the freehold owner of land within the NEV and the Developer has entered into a promotion agreement with the Owner in relation to the development of the Application Site.
- (C) The Developer submitted a planning application reference S/OUT/19/0582 to the Council and the Council, the Owner and the Developer intend to enter into the Lotmead Section 106 Agreement to secure a number of obligations in relation to that development which forms part of the NEV.
- (D) The Council considers that it is important to ensure that development within the NEV is carried out in a way that maximises the benefits of the NEV and ensures the proper planning of the area and this Statement of Intent has been entered into in order to record the understanding and position of the Council in relation to development which may come forward within the NEV and the relationship of that development to the Application Site and the interests of the Owner and the Developer provided always that this remains only a Statement of Intent

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 The following expressions shall have the following meanings:

Application Site

means the land shown edged red on the Plan

Bridge 4

means the bridge connection identified as numbered 4 on the Indicative Link Locations Map within the adopted NEV Island Bridge Vision SPD (June 2017) to be in the approximate location shown as points 4 and 5 and coloured yellow on the Plan but always to secure a link between the Lotmead Access Road and the Great Stall East Access Road

the Developer

means Aimsough Strategic Land Limited (Company No 06347316) whose registered office is at Oakland House, 21 Hope Carr Road, Leigh, Wigan WN17 3ET

Great Stall East Access Road

means the road to be provided between the points marked 5 and 6 along the approximate route (shown for identification purposes only) coloured orange on the Plan and which must be contiguous with the position of Bridge 4

Great Stall East Development Site

means the land shown shaded blue on the Plan

Great Stall East Development Strip

means the land shown shaded blue at point 3 and shown in detail at Inset 1 on the Plan

Great Stall East Owners

means the owners for the time being of the Great Stall East Development Site

Links

Means links through from the Southern Connector Road to the A420 through the Application Site and the Great Stall East Development Site and through the Upper Lotmead Land and Symmetry Park

NEV

means the New Eastern Villages new community allocation in the adopted Swindon Borough Local Plan 2026 (March 2015)

the Owner

means Angela Helen Gillibrand, Arthur Guy Parry and Julian Mark Culmer Cooper

Plan

means the plan attached to this Statement of Intent at Appendix 1

Lotmead Section 106 Agreement

means the agreement to be entered into by the Council, the Owner and the Developer in connection with planning application reference S/OUT/19/0582

Southern Connector Road

means the new road to link the A419 Commonhead roundabout to the proposed New Eastern Villages development and associated works approved under application reference S/19/0703/SEN

Symmetry Park

means the land shown shaded yellow on the Plan

Symmetry Park Link Road

means the link through Symmetry Park to join up the Upper Lotmead Route with the A420 as shown coloured green between points 3 and 10 on the Plan

Upper Lotmead Land

means the land shown shaded pink on the Plan

Upper Lotmead Route

means the link through the Upper Lotmead Land to the boundary of Symmetry Park between points 3 and 9 on the Plan

2. LEGAL EFFECT

2.1 This Statement of Intent is intended to record the intentions and position of the Council.

2.2 It is acknowledged that this Statement of Intent does not in any way fetter the Council's discretion in the exercise of any of its statutory functions.

3. NEV DEVELOPMENTS

Great Stall East

3.1 There is a planning application reference S/OUT/17/1990 for the Great Stall East Development as part of the NEV and the Council have approved the application subject to completion of a Section 106 agreement.

3.2 The Council wants to secure and will seek to include in the s106 agreement at Great Stall East restrictions and obligations which mirror those to be included in the Lotmead Section 106 Agreement (drafts of which are attached at Appendix 2) but which is agreed will need to be amended and interpreted by the Council to deliver Policy aspirations, in line with the Council's Development Plan to secure interconnectivity between developments within the NEV and avoid any potential ransom or other similar prohibitions, financial or otherwise, in order to incentivise the developers to provide the Links, in particular the Council will seek to achieve the following:

- (a) To impose restrictions on the number of units that can be occupied on the Great Stall East Development Site to ensure that access is secured between the Lotmead Site and the Great Stall East Development Site and that such access shall be delivered between the said sites before the Great Stall East Secondary School is completed and open for pupils;
- (b) To obtain rights to enter onto the Great Stall East Development Site together with contractors and any other personnel and with any necessary machinery required for the construction of the Great Stall East Access Road in order to enable the Council to carry out the construction of the Great Stall East Access Road if requested to do so by the Owner (at the Owner's cost) but only to achieve those obligations in the Lotmead Section 106 Agreement;
- (c) To secure the dedication of the land and the granting of all rights required for the construction of the Great Stall East Access Road and Bridge 4 up to the boundary between the Application Site and the Great Stall East Development Site but only to achieve those obligations set out in the Lotmead Section 106 Agreement;

- (d) To require the developer of the Great Stall East Development Site to pay the costs of constructing the Great Stall East Access Road plus interest to the Council upon completion of the Council constructing the Great Stall East Access Road in order to enable such costs plus interest to be reimbursed to the Owner in accordance with the Lotmead Section 106 Agreement;
- (e) To secure that the Great Stall East Development Strip which falls within the route of the Upper Lotmead Route is either transferred to the Council or is dedicated as highway or is otherwise provided by the Great Stall East Owner to the Council to prevent a ransom strip being created such transfer or dedication to take place in accordance with the Great Stall East Section 106 Agreement

Upper Lotmead Land

- 3.3 The Upper Lotmead Land is a potential site for future development within the NEV and the Upper Lotmead Route runs through it. In the event that an application is submitted for the Upper Lotmead Land the Council would seek to secure the Upper Lotmead Route through the Upper Lotmead Land in order to provide linkage through the NEV.
- 3.4 The Council intends to secure and will endeavour to include in any s106 agreement that relates to development of the Upper Lotmead Land restrictions and obligations which mirror those to be included in the Lotmead Section 106 Agreement in order to incentivise the developers on both sites to provide the Links, in particular the Council will seek to do the following:
 - (a) To impose reasonable restrictions on the number of units that can be occupied on the Upper Lotmead Land before the Upper Lotmead Route has been constructed and made available for use by the public and such reasonable restrictions shall seek to impose a reasonable limit on the occupations of any Dwellings on the Upper Lotmead Site until the Upper Lotmead Route has been made available for use by the public as highway such that the limitation shall seek to prevent any ransom situation, financial or otherwise, arising to prohibit the development of either the Lotmead Site or the Upper Lotmead Site between those developers.
 - (b) To obtain rights to enter onto the Upper Lotmead Land together with contractors and any other personnel and with any necessary machinery required for the construction of the Upper Lotmead Route in order to enable the Council to carry out the construction of the Upper Lotmead Route if requested to do so by the Owner But only at the Owner's cost and subject to such indemnity as the Council may require before seeking to exercise those powers;
 - (c) To seek the dedication of the land and the granting of all rights required for the Upper Lotmead Route up to the boundaries of the Upper Lotmead Land;
 - (d) To seek to secure that the developer of the Upper Lotmead Land pays the costs plus interest of constructing the Upper Lotmead Route prior to occupation of a reasonable number of dwellings within the Upper Lotmead Land in order to enable such costs plus interest to be reimbursed to the Owner.

Symmetry Park

- 3.5 Planning permission was granted for the development of Symmetry Park in 2015. The permission is outline and is for employment development. The proposed layout includes the Symmetry Park Link Road through the site to connect to the A420. The permission was subject to a number of conditions and a s106 agreement. In 2017 there was an application for a Certificate of Lawfulness requiring a determination as to whether the formation and use of the roads within Symmetry Park as private access roads would be lawful. The Council refused the application but the appeal against this decision was allowed by a Planning Inspector in 2018. The Council challenged that decision in the High Court and succeeded (in 2019). The case was taken to the Court of Appeal by the developer and in October 2020 the Court of Appeal reversed the High Court's decision.
- 3.6 As at the date of this Statement of Intent there is no obligation on Symmetry Park to make the Symmetry Park Link Road available for use by the public. The Council acknowledge that it is not in the gift of the Owner or the Developer to secure those rights through Symmetry Park. The Symmetry Park Link Road has been partially constructed and its construction is expected to continue as part of the development of Symmetry Park and the Council are taking legal advice on the appropriate way forward to secure public access. The Council remain committed to securing rights for the public to use the Symmetry Park Link Road and will continue to consider appropriate action, subject always to taking appropriate professional advice and legal authority being obtained, to seek to secure public access across the Symmetry Park Link Road to deliver the preferred linked NEV development.

Southern Connector Road

- 3.7 The Council has obtained CPO powers pursuant to the Swindon Borough Council (Southern Connector Road, New Eastern Villages) Compulsory Purchase Order 2019 to secure all the land and rights necessary for the construction of the Southern Connector Road. The Council have exercised the CPO powers through a General Vesting Declaration to acquire the land. The Council intends to let a contract for the construction of the entirety of the Southern Connector Road to the boundary of the Application Site notwithstanding that applications may come forward for development sites which include the route of the Southern Connector Road and the Council is committed to commencing construction by the latest of the third quarter of 2021 with the contractor required to complete within 24 months of commencement.

4. Intention of the Council

- 4.1 This document is intended to be and will remain no more than a statement of the intent of the Council to seek to deliver its objectives pursuant to policy NC3 of the Swindon Adopted Local Plan and its intentions to secure the delivery of a comprehensive development at the New Eastern Villages however it is acknowledged that the Council can only act at all times in its statutory capacity and the discretion of the Council to act in the best interests of its administrative area is not fettered at all by this statement.

Signed by:

Richard Bell

.....

Richard Bell Director of Strategic Development and Growth

and

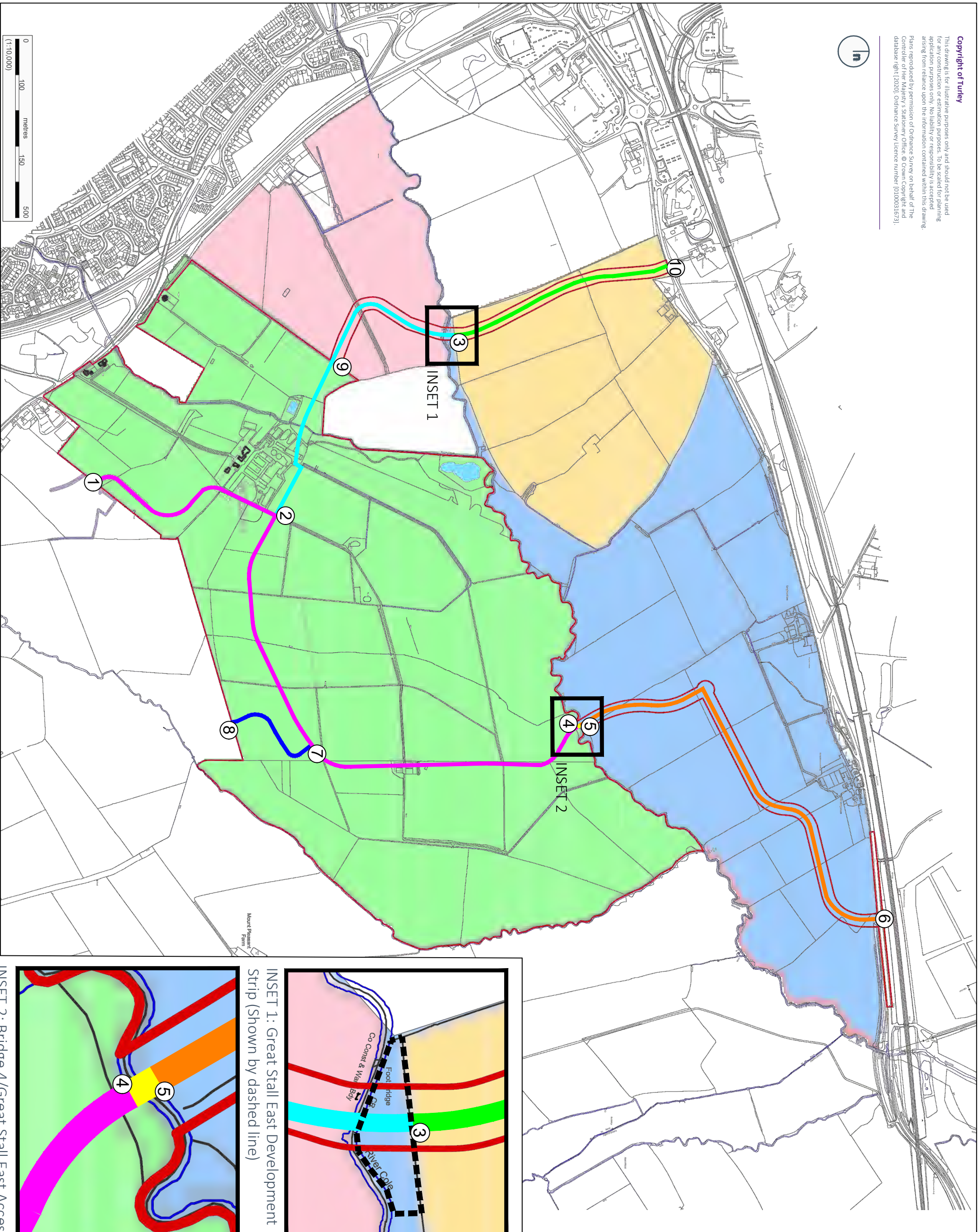
David Keefe Solicitor

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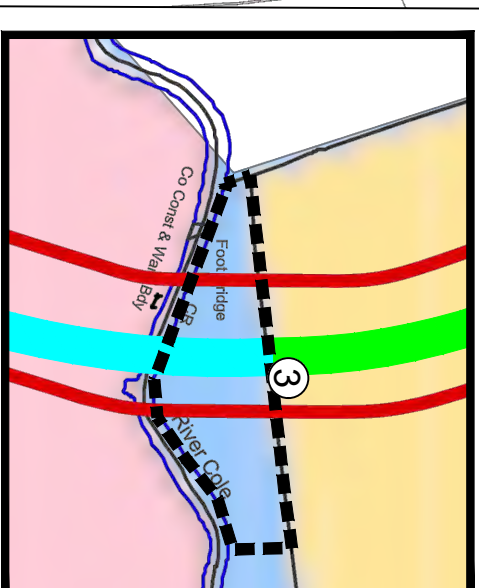
fa Lisa Hall Chief Legal Officer Swindon Borough Council

Appendix 1

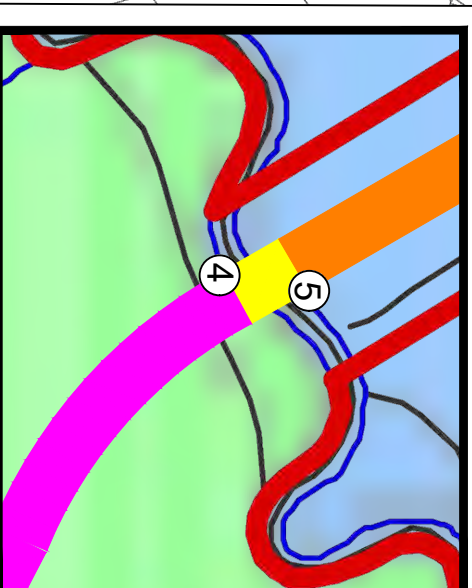
The Plan



- Application boundary
 - Lotmead Land
 - Great Stall East Land
 - Upper Lotmead Land
 - Symmetry Park Land
 - Lotmead Spine Road
 - Bridge 4
 - Great Stall East Access
 - Upper Lotmead Access
 - Redlands Access
 - Symmetry Park Access
 - Key Road Intersections
1. Lotmead Spine Road Access
 - 1/2. Lotmead Spine/Upper Lotmead Access Intersection
 - 2/3. Upper Lotmead Access
 - 1/4. Lotmead Spine Road Access/Bridge 4 Intersection
 - 2/4. Upper Lotmead Access/Bridge 4 Intersection
 - 4/5. Bridge 4/Great Stall East Access Intersection
 - 5/6. Great Stall East Access/A420 Intersection
 - 1/7. Lotmead Spine Road/Redlands Access Intersection
 - 7/8. Redlands Access
 - 3/10. Symmetry Park Access



INSET 1: Great Stall East Development Strip (Shown by dashed line)



INSET 2: Bridge 4/Great Stall East Access Intersection

DRAWING	
Accesses Plan	
PROJECT NUMBER	
AINA3007	CHECKED BY
DRAWING NUMBER	SK1002
SK1002	STATUS
REVISION	DRAFT
D	DATE
11/03/21	SCALE
	1:10000 @ A3

CLIENT
Ainscough Strategic Land

PROJECT
Land at Lotmead Farm



Appendix 2

Draft s106 clauses

1. ACCESSES

1.1 To work with the Great Stall East Owners to enable the timely delivery of:

- (a) Bridge 4;
- (b) the Lotmead Spine Road,
- (c) the Great Stall East Access Road, and
- (d) the Symmetry Park Bridge and Link

Lotmead Spine Road

1.2 To

- (a) provide the Lotmead Spine Road in its entirety and make it available for use by the public prior to the opening of the Great Stall East Secondary School and
- (b) to not occupy more than 1300 Dwellings until the Lotmead Spine Road has been constructed in its entirety and made available for use by the public to the boundaries of the Development Land

1.3 To construct the Lotmead Spine Road in phases that accord with the Phasing Plan so that the part of the Lotmead Spine Road that is within each Phase shall be constructed in full to adoptable standard and to the boundaries of that Phase prior to the Occupation of 75% of the Dwellings within that Phase.

1.4 In the event that the Lotmead Spine Road has not been constructed in its entirety prior to the opening of the Great Stall East Secondary School the Council may serve notice ("the Lotmead Spine Road Notice") on the Owner such notice to state (i) that the Lotmead Spine Road (or the completion of it) is required, (ii) the timescales within which it is required, and (iii) the estimated cost of providing it.

1.5 Within 28 days of receipt of the Lotmead Spine Road Notice the Owner shall confirm to the Council whether they intend to complete the construction of the Lotmead Spine Road within the timescales required in the Lotmead Spine Road Notice

1.6 In the event that the Owner does not confirm to the Council that they intend to construct the Lotmead Spine Road or the Lotmead Spine Road has not been completed and made available for use by the public within the timescale set out in the Lotmead Spine Road Notice:

- (a) the Council, together with their contractors and any other personnel and with any necessary machinery required for the construction of the Lotmead Spine Road, shall be entitled to access to such necessary parts of the Application Site on 14 days notice for the purpose of constructing or completing the Lotmead Access Road which shall include storing materials, machinery, spoil or such other similar items together with any necessary site compound to serve the works ;

- (b) on completion of the Lotmead Spine Road the Council shall provide to the Owner details of the costs of constructing or completing it (“the Lotmead Spine Road Costs”); and
 - (c) the Owner shall pay to the Council the Lotmead Spine Road Costs prior to occupation of 1300 Dwellings and shall not be permitted to occupy more than 1300 Dwellings until the Lotmead Spine Road Costs have been paid to the Council.
- 1.7 Following construction of the Lotmead Spine Road (whether by the Owner or the Council) the Owner shall dedicate the full route of the Lotmead Access Road up to the Site boundary as Highway.

Bridge 4

- 1.8 To
- (a) construct Bridge 4 to an adoptable standard prior to the opening of the Great Stall East Secondary School and
 - (b) to not occupy more than 1500 Dwellings until Bridge 4 has been provided to Adoptable Standard and made available for public use as Highway pursuant to any appropriate legal agreement
- 1.9 To provide all necessary rights to the Council if required to enable the delivery of Bridge 4 and its use as a highway structure and to dedicate any land necessary up to the boundary of the Development Land or as far as may be necessary to construct and thereafter maintain Bridge 4 as Highway.
- 1.10 In the event that Bridge 4 has not been constructed prior to the opening of the Great Stall East Secondary School or the occupation of 1500 Dwellings on Great Stall East, whichever shall first occur or the completion of construction of the Lotmead Spine Road, whichever is earlier, the Council may serve notice (“the Bridge 4 Notice”) on the Owner such notice to state (i) that Bridge 4 is required, (ii) the timescales within which it is required, and (iii) the estimated cost of providing it.
- 1.11 Within 28 days of receipt of the Bridge 4 Notice the Owner shall confirm to the Council whether they intend to construct Bridge 4 within the timescales required in the Bridge 4 Notice.
- 1.12 In the event that the Owner do not confirm to the Council that they intend to construct Bridge 4 or Bridge 4 has not been completed and made available for use by the public within the timescale set out in the Bridge 4 Notice:
- (a) the Council, together with their contractors and any other personnel and with any necessary machinery required for the construction of Bridge 4 shall be entitled to access the Site on 14 days notice for the purpose of constructing or completing Bridge 4
 - (b) on completion of Bridge 4 the Council shall provide to the Owner details of the costs of constructing or completing it (“the Bridge 4 Contribution”); and
 - (c) the Owner shall pay to the Council the Bridge 4 Contribution prior to occupation of 1500 Dwellings and shall not be permitted to occupy more than 1500 Dwellings until the Bridge 4 Contribution has been paid to the Council.

Great Stall East Access Road

- 1.13 Not to occupy more than 1500 Dwellings until the Great Stall East Access Road has been constructed and made available as Highway.
- 1.14 In the event that the construction of the Great Stall East Access Road has not been completed before the occupation of 1300 Dwellings on the Application Site the Owner may request that the Council exercises any rights it may have available to it to enable the Council to carry out the construction of the Great Stall East Access Road PROVIDED THAT the Council shall be under no obligation to carry out any works in response to such a request but in the event that they do so the Owner shall indemnify the Council for all costs incurred by them in securing any necessary rights to enable the works, including but not exclusively any licences, land transfers, easements, covenants , the use of any statutory powers or notices and the carrying out and completing to the Council's satisfaction the construction of the Great Stall East Access Road such costs to be paid (a) in advance in anticipation of any Preliminary Actions or construction taking place and for the avoidance of doubt, demands may be made by the Council in respect of any part of the estimated costs, and (b) within 14 days of a demand for such costs or part thereof being received by the Owner from the Council PROVIDED THAT such payments by the Owner shall be reimbursed to the Owner by the Council but only in the event that such costs are recovered pursuant to any planning obligation entered into by the Great Stall East Owners in connection with the development of the Great Stall East Development Site in whole or in part if the full amount is not recovered.

Upper Lotmead

- 1.15 Not to occupy more than 2000 Dwellings until the Upper Lotmead Route and has been fully constructed and is available for public use.
- 1.16 In the event that the construction of the Upper Lotmead Route or any part of it has not been completed before the occupation of 1700 Dwellings on the Application Site the Owner may request that the Council exercises any rights it may have available to it to enable the Council to carry out the construction of the Upper Lotmead Route or any part of it PROVIDED THAT the Council shall be under no obligation to carry out any works in response to such a request but in the event that they do so the Owner shall indemnify the Council for all costs incurred by them in securing any necessary rights to enable the works, including but not exclusively any licences, land transfers, easements, covenants, the use of any statutory powers or notices and the carrying out and completing the construction of the Upper Lotmead Route or any part of it such costs to be paid (a) in advance in anticipation of any Preliminary Actions or construction taking place and for the avoidance of doubt demands may be made by the Council in respect of any part of the estimated costs, and (b) within 14 days of a demand for such costs or part thereof being received by the Owner from the Council PROVIDED THAT such payments by the Owner shall be reimbursed to the Owner by the Council but only in the event that such costs are recovered pursuant to any planning obligation entered into by the owners of any of the land along the Upper Lotmead Route (including for the avoidance of doubt the Great Stall East Owners in relation to the land within their ownership) in connection with the development of any of that land in whole or in part if the full amount is not recovered

Redlands

- 1.17 To provide all necessary rights to the Council if required to enable the delivery of the Redlands Connection and its use as a highway structure and to dedicate any land necessary up to the boundary of the Site or as far as may be necessary to construct and thereafter maintain the Redlands Connection as public highway.
- 1.18 To construct the Redlands Connection to the boundary of the Application Site prior to the Occupation of 1000 Dwellings.

APPENDIX 11
CONTRIBUTION SHORTFALL TABLE

S106 Item	SBC Requirement	Agreed position after viability negotiations	Shortfall
Affordable Housing	30%	20%	10%
Express Bus	£1,170,853	0	-£1,170,853
Park and Ride Construction	£1,608,774	0	-£1,608,774
Community Forest	£419,312.20	17.14 Ha on site delivery	-£419,312.20
Public Art	£609,668	Delivery by design code/detailed design	-£609,668
Library	£542,490	0	-£542,490
Leisure Facility	£164,141	0	£164,141

APPENDIX 12
Sports Hub Specification

Sports Hub Specification

Pitches

- Minimum of 7.43 hectares area for playing pitches (number and type of pitches (adult/junior; football/rugby/cricket/basketball/tennis) to be confirmed through the detailed Sports Hub Specification)
- All pitches, courts and playing fields to accord with adopted Sport England and National governing body (NGB) Guidance.

Pavilion

Assuming that the facility will be managed on the basis of matches having staggered start times to increase utilisation of the pavilion. The end user to be engaged early in shaping the detail of the actual proposals that come forward.

- Minimum of 4 changing rooms – each a minimum area of 20 sq m (excluding shower/toilet area). Lockers should also be provided and the changing rooms should also comply with the requirements for FA step 6 provision.
- Dedicated separate changing rooms for officials.
- Consideration given to the provision of weights room/physio/first aid room.
- Club rooms and flexible meeting/function rooms – capable of hosting 4 teams plus spectators.
- Limited office accommodation.
- Storage and cleaners store.
- Kitchen with serving hatch/kiosk direct to outside – kitchen to be capable of preparing food for 4 teams plus spectators.

Anticipated use and management considerations

- Layout suitable for winter sports developed along the lines of Example 2 p15 of Sport England's Clubhouse Design Guide.
- The facilities to be designed to be suitable for use by juniors, disabled and able bodied male and female players and officials. Though it is anticipated that youth and females will use the facility at different times to adult football. However, circulation and social spaces should be designed for simultaneous use by juniors, male and female groups.
- Easy access between outdoor pitches and changing rooms.
- Usability, ease of maintenance and cleaning.
- Robustness of the building and its fixtures and fittings.
- As staggered start times are anticipated there should be a generous provision of secure lockers, of a variety of sizes (a proportion capable of accommodating cricket bags).
- Changing rooms to include cubical showers, suitable for use by a diverse range of people.
- Extendable – the layout of the building should enable both ancillary/social offer and changing areas to be easily extended.

Design Guidance and compliance

- Building to comply fully with the building regulations and Disability Discrimination Act
- Sport England Guidance: Clubhouse Design Guidance Notes
- Sport England Accessible facilities resources:
<https://www.sportengland.org/facilities-planning/design-and-cost-guidance/accessible-facilities/>
- Football Association Guidance
- Football Foundation Guidance: Changing Accommodation Guidance
- Sport England - Natural Turf for Sport
- Natural Turf Combined Cricket (8 wicket pitch) and winter games pitches
- Natural Turf Rugby Union Pitch
- Successful Management of Dual Use Cricket and Football Sites