

Dated:

Between:

1. Peterborough City Council
2. [Landowner]
3. [Mortgagee]

Agreement:

made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) relating to land at [Insert details]

FOR INFORMATION PURPOSES ONLY:

This is the shorter form of Section 106 Agreement for use when there is no affordable housing on site.

TO BE DELETED FROM FINAL VERSION.

THIS AGREEMENT is made the _____ day of _____ 20[..]
BETWEEN

- (1) **THE COUNCIL OF THE CITY OF PETERBOROUGH** of Town Hall Bridge Street Peterborough PE1 1HG (“the Council”), and
- (2) [Insert name] (Company Registration number _____) whose registered office is at [insert address] (“the Owner”), and
- (3) [Insert name] (Company Registration number _____) whose registered office is at [insert address] (“the Mortgagee”)

RECITALS

(1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended for the area within which the Land is situated and is the Authority by whom the planning obligations contained in this Agreement are enforceable

(2) The Owner is the registered proprietor with [title absolute/possessory/qualified] of the Land which is registered at HM Land Registry under Title Number CB[] and holds the Land subject as stated on the Register [including a registered charge in favour of the Mortgagee dated the]

Or

(2) The Owner is the owner in fee simple absolute in possession of the Land [free from incumbrances] [subject to a mortgage in favour of the Mortgagee dated the [insert date]]

Or

(2) The Owner is a recent purchaser of the freehold of the Land by virtue of a transfer dated [Insert date] and holds the Land subject to the incumbrances and other matters contained within it although the registration of such transfer in the Peterborough District Land Registry has not been completed

(3) The Owner has submitted the Application and the Council is satisfied that the Development is such as may be permitted by the Council under Part 3 of the 1990 Act and is minded to grant Permission subject to the further provisions of this Agreement

1 NOW THIS DEED WITNESSETH as follows:-

1.1 This Agreement is a deed and is made pursuant to:-

(a) Section 106 of the Act

- (b) Section 111 of the Local Government Act 1972
- (c) all other enabling powers (including the Well-Being provisions of the Local Government Act 2000)

1.2 This Agreement contains planning obligations under the Act and shall be binding and enforceable against the Owner and its successors in title

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement the following words and expressions shall where the context admits have the following meanings:-

“Act”

means the Town and Country Planning Act 1990 as amended or re-enacted from time to time

“Application”

means the application for planning permission dated [insert date] under reference [insert reference]

“Contribution”

means a capital contribution towards the provision upgrading or improvement by the Council or a third party of such off-site facilities or other matters as further described in any schedule to this Agreement but does not include any payment towards legal or administrative costs

“Development”

means the erection of [insert relevant details] in accordance with the Application

“Due Date”

means the date that the Contributions are due to be paid as determined by the relevant Schedule to which the Contribution relates in this Agreement

“Dwelling”

means a self contained [house/bungalow/flat] constructed upon the Land pursuant to the Permission and Dwellings shall be construed accordingly

“Expert”

means a person of at least 10 years post qualification experience in the subject matter of the dispute

“Hampton Public Service Building”

means a building to be constructed for the recreational and social needs together with other public uses for the inhabitants of Hampton Township which includes the area of the Development **[applies to Hampton S106s only]**

“Implementation”

means the carrying out on the Land pursuant to the Permission of a Material Operation and “Implement” shall be construed accordingly

“Implementation Notice”

means a notice to be served by the Owner upon the Council within 5 Working Days of Implementation

“Land”

means **[describe the land]** which forms the subject of the Application and is for the purposes of identification shown edged red on Plan **[1]** annexed

“Local Neighbourhood Centre”

means a centre to be constructed to provide for the local retail and recreational needs of the inhabitants of the Development and immediate vicinity **[applies to Hampton S106s only]**

“Material Operation”

means a material operation as defined in Section 56(4) of the Act save that for the purposes of this Agreement the following shall not constitute a material operation:-

- (a) site clearance
- (b) earthworks
- (c) demolition of existing buildings
- (d) archaeological investigation
- (e) assessment of contamination
- (f) remedial action in respect of contamination
- (g) the erection of fences or other means of enclosure for site security
- (h) the diversion and laying of services
- (i) the erection of a site compound or site office or temporary buildings or structures
- (j) interim landscape works

“Neighbourhood Infrastructure”

means works or facilities which are required to deal with the wider movement social recreational leisure and cultural impacts arising from development within the **[select relevant details North & West/Central & East/South]** Neighbourhood Investment Area as defined in the Council’s “Planning Obligations Implementation Scheme SPD” or any revision or replacement for the time being in force

“Permission”

means the planning permission for the Development to be issued by the Council in the form of the draft permission annexed to this Agreement

“Pooled”

means that individual contributions paid under this Agreement may be amalgamated or pooled with similar contributions paid or to be paid to the Council under the provisions of any alternative planning obligation agreement or agreements so far as is permitted by statute and circular 05/05 or any revision or replacement document for the time being in force

“SMART Targets”

means specific measurable achievable realistic and time bound targets

“Spending Authority”

means either the Council or a third party having responsibility for the provision of any element of necessary infrastructure in respect of which a Contribution is paid under the terms of this Agreement and for the avoidance of doubt this can include a developer of other land who has provided or will provide such infrastructure upon terms which recognise that this is necessary to enable the proper development of the wider area which includes both the land of that developer and also the Land

“Strategic Infrastructure”

means major land/development works or facilities which are required to enable development to proceed as defined in the Council’s “Planning Obligations Implementation Scheme SPD” or any revision or replacement document for the time being in force

- 2.2 Words and expressions defined in this part of this Agreement and words and expressions defined in any schedule shall have the defined meaning wherever used unless the contrary intention is expressly stated
- 2.3 Wherever the context so admits the following words and phrases in this Agreement shall have the meanings attributed to them:-
 - 2.3.1 The singular shall include the plural and vice versa
 - 2.3.2 The masculine gender shall include the feminine and vice versa
 - 2.3.3 Any words denoting natural persons shall include legal persons and vice versa
 - 2.3.4 The reference to any statute or section of a statute includes any statutory re-enactment or modification

- 2.3.5 "Working Day" means any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday
- 2.3.6 References to the Agreement includes the Schedules
- 2.4 Where any provision of this Agreement provides requires or authorises the Council to take any action whatsoever including but not by way of limitation the giving of or responding to notices or the issuing of expressions of satisfaction such provision shall be deemed to be a reference to such officer or officers of the Council having for the time being responsibility for the relevant function or functions of the Council and the Owner [Developer] shall not be entitled or required to question the authority of any such officer manifestly acting on behalf of the Council
- 2.5 Save where provided to the contrary by this Agreement the expressions the Council the Owner [and the Mortgagee] shall include their respective successors in title and assigns and the expression the Council shall include successors to its statutory functions
- 2.6 Any covenant given or made in this Agreement shall be deemed to:-
- (a) Be given or made by the covenantor on behalf of [himself / herself / themselves / itself] and [his / her / their / its] successors in title, and
 - (b) Be deemed to be given or made jointly and severally where such covenant is given or made by a party consisting of two or more persons

3 GENERAL CLAUSES

- 3.1 All provisions of this Agreement and its Schedules are conditional upon the Council granting the Permission pursuant to the Application
- 3.2 With the exception of clause 9 (Council's legal costs) none of the provisions of this Agreement shall take effect prior to Implementation
- 3.3 No obligations or liabilities arising under this Agreement shall be enforceable against:
- (a) purchasers lessees or occupiers of individual Dwellings constructed as part of the Development nor the Mortgagee or mortgagee in possession of any such persons or receiver appointed by a Mortgagee or mortgagee of such persons
 - (b) a statutory undertaker after the transfer of statutory apparatus and/or any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker
- 3.4 No person shall be liable for a breach of covenant contained in this Deed after they shall have parted with all their interest in the Land (or the part in respect of which any such breach has occurred) but without prejudice to liability for any subsisting breach prior to their parting with such interest

- 3.5 If the Permission is subsequently revoked quashed or withdrawn (with or without the consent of the Owner) or is so modified by a properly exercised statutory procedure so as to remove any need for the obligations and covenants contained in this Deed or expires before Implementation this Deed shall cease to have any effect

4 OWNERS COVENANTS

4.1 THE OWNER COVENANTS with the Council:-

4.1(a) To comply with the obligations contained in this Agreement

4.1(b) To serve an Implementation Notice to the Council no later than five Working Days after Implementation

4.1(c) To give written notice of completion of the construction of the Dwelling no later than five Working Days after such completion

- 4.2 The Owner and the Second Owner hereby separately covenant with the Council that if the Owner or the Second Owner shall themselves Implement or permit any third party other than the Developer to do so as applicable the Second Owner shall observe and perform all the provisions of this Agreement which remain to be observed and performed and shall comply with the provisions of the Schedule(s) hereto as though reference herein to the Developer is a reference to the Owner or the Second Owner as applicable and the party carrying out or permitting or procuring the Implementation shall give written notice of Implementation to the Council no later than five working days after such Implementation and shall pay the monitoring costs referred to in clause 9.2 insofar as not previously paid **[ONLY TO BE USED IN THE APPROPRIATE CIRCUMSTANCES]**

5 COUNCILS COVENANTS

- 5.1 The Council covenants with the Owner **[Developer - only if using the added words at the end]** to comply with the covenants and obligations on the part of the Council to be complied with throughout this Agreement [and with the Owner and the Second Owner if they themselves carry out or permit or procure the Implementation]

6 REGISTRATION AS LOCAL LAND CHARGE

- 6.1 This Agreement is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such

7 INTEREST

- 7.1 Should any of the sums payable to the Council under this Planning Obligation be more than 14 days in arrears then the sum payable shall attract interest calculated at a rate of 5% per annum above Barclays Bank plc base rate on a daily basis from the first day after it has become due

8 NON-FETTER OF STATUTORY POWERS

- 8.1 Nothing in this Agreement will fetter or prejudice the ability of the Council in the discharge of any of its statutory functions either as local planning authority or otherwise arising out of any provision of this Agreement or in respect of the Development

9 LEGAL CHALLENGE

- 9.1 In the event that any part of this Agreement may be subject to challenge review deletion or otherwise rendered null/void or voidable the balance of the said Agreement shall remain in full force and effect

10 INDEXATION

- 10.1 Unless otherwise stated to the contrary all Contributions and other sums payable under the terms of this Agreement by the Owner to the Council shall be increased by reference to any increase only to the Building Cost Information Service All-in Tender Price Index (TPI) (SE England excl London) as published by the Royal Institution of Chartered Surveyors (or in the event that such index ceases to be published then in its place such reasonably equivalent index as the Council shall specify)
- 10.2 The relevant Contribution will be increased by an amount equivalent to the percentage difference between the published TPI current at the date of the issue of Planning Permission and the published TPI current at the date of payment

11 LEGAL COSTS AND PLANNING OBLIGATION MONITORING FEE

- 11.1 The Owner shall pay to the Council prior to completion of this Agreement its reasonable and proper legal costs incurred in the preparation negotiation and completion of this Agreement
- 11.2 The Owner shall upon service of the Implementation Notice pay the sum of [Insert figure] POUNDS (£00,000.00) to the Council as a contribution towards the monitoring of the obligations under this Deed

12 THIRD PARTY RIGHTS

- 12.1 The parties do not intend that any third parties will acquire any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 under any part of this Agreement

12. NOTICES

- 12.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post or facsimile transmission

12.1.1 in the case of the Owner to [REDACTED]

12.1.2 in the case of the Council to the Head of Planning, Transport and Engineering Services at Stuart House East Wing St John's Street

Peterborough PE1 5DD or for legal notices and processes only to the Solicitor to the Council at Town Hall Peterborough PE1 1HG

or such other address as any party may notify to the other in writing from time to time

- 12.2 Any cheque payable to the Council for any contribution consideration or other matter arising under this Agreement shall be made payable to Peterborough City Council and shall be sent or delivered to the Head of Planning, Transport and Engineering Services
- 12.3 Within five Working Days of the completion of the transfer of any interest in the Land the Owner shall serve notice upon the Solicitor to the Council together with a copy to the Head of Planning, Transport and Engineering Services giving details of the transferees name and address together with details of the site to which the interest applies
- 12.4 The requirement to serve notice upon the Council as stipulated in clause 12.5 shall cease as soon as all of the obligations under this Deed have been complied with and the Council has so acknowledged in writing

13. DISPUTE RESOLUTION

- 13.1 Any dispute or disagreement arising under this Agreement which has been identified in writing by one party to the other and which has not been resolved within 20 Working Days may be referred at the instance of any party with the written consent of the other parties for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties
- 13.2 The following provisions and terms of appointment shall apply to such disputes or disagreements:
 - 13.2.1 the Expert shall be agreed between the parties or in default of agreement within 10 Working Days of expiry of the period referred to in clause 13.1 above appointed by the President of the Royal Institution of Chartered Surveyors at the request of any party to the dispute;
 - 13.2.2 if any party so requires (and notifies the other parties within 3 Working Days of the Expert's appointment) the matter shall be dealt with by oral hearing such hearing to take place within 20 Working Days of the Expert's appointment (or other timescale agreed between the parties);
 - 13.2.3 if no party requires the matter to be dealt with by oral hearing:
 - 13.2.3.1 the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of the Expert's appointment;
 - 13.2.3.2 the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;

- 13.2.3.3 the Expert shall disregard any representations made out of time;
- 13.2.3.4 the Expert shall make his decision within 20 Working Days of the close of the oral hearing or period for submissions of written representatives;
- 13.2.3.5 the Expert's decision shall be in writing and give reasons for his decision; and
- 13.2.3.6 the Expert's fees shall be in the determination of the Expert

14. MORTGAGEES CONSENT

- 14.1 The Mortgagee consents to all the provisions of this Agreement PROVIDED THAT the Mortgagee shall in no circumstances be liable under this Agreement unless and until it has taken steps to enforce its security and is in occupation or possession of the Land or any relevant part
- 14.2 The Mortgagee shall upon parting with all its interest in or releasing or discharging its security over the Land or any relevant part be released from all obligations relating to the Land or such relevant part
- 14.3 The Mortgagee consents to the Owner entering into this Agreement and agrees that the Land shall be bound by the obligations and covenants contained within it and shall not transfer its interest as Mortgagee unless it also transfers the delegations and covenants within this Agreement

THE FIRST SCHEDULE

POOLED CONTRIBUTION TOWARDS PROVISION OF NEIGHBOURHOOD AND STRATEGIC INFRASTRUCTURE

SUBJECT TO INDEXATION

Upon first occupation of the [first] Dwelling the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) subject to indexation being a contribution towards the costs incurred or to be incurred by the Council for the provision of Neighbourhood Infrastructure and Strategic Infrastructure needs arising from the Development

THE SECOND SCHEDULE

COMMUNICATION INFRASTRUCTURE

PUBLIC TRANSPORT

A – PHYSICAL PROVISION

- 1 Prior to completion of the Development the Owner shall provide a bus service (“the Bus Service”) for use by fare-paying passengers
- 2 The Bus Service shall operate:-
 - a. details of proposed route(s)
 - b. intervals and hours of operation
 - c. mandatory stopping points
- 3 Buses used for the Bus Services shall:-
 - d. Be accessible to care for physically incapacity and age in accordance with industry standards and the requirements of any relevant statutory provision
 - e. Having a minimum of [30] seats and storage for wheelchairs and reasonable luggage
- 4 The Bus Service shall be reviewed as and when required by the Council jointly by the Council and the Owner
- 5 The review referred to in Paragraph 4 shall consider all aspects of the Bus Service as described in Paragraph 2 and any other factors identified by either the Owner or the Council as being relevant to the Bus Service
- 6 Any modifications to the Bus Service referred to in Paragraph 4 shall only be implemented with the written agreement of the Council

B - CONTRIBUTION

- 1 The Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) (“the Public Transport Contribution”) as a Contribution to the provision or improvement of *[details of how the money will be spent need to be included]* to meet the increased public transport needs generated by the Development
- 2 The Public Transport Contribution shall be paid upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed

Or

- 2 The Public Transport Contribution shall be paid as follows:-
 - (a) On or before the occupation of the [] Dwelling the sum of [£]
 - (b) On or before the occupation of the [] Dwelling the sum of [£]
 - (c) On or before the occupation of the penultimate Dwelling the sum of [£]

(NB Or such other phasing arrangements as are appropriate)

REAL TIME PASSENGER INFORMATION BOARDS CONTRIBUTION SUBJECT TO INDEXATION

Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) subject to indexation

for the provision of [state number] real time passenger information boards at [state number] bus stops which in the opinion of the Council serves the area of the Development

OFF-SITE ROADS

A – PHYSICAL PROVISION

- 1 There shall be no Implementation unless and until an agreement under S.278 of the Highways Act 1980 containing the precise details of the improvements required by the Council as Highway Authority together with the specification and details of ancillary matters has been entered into between the Owner and the Council

B – CONTRIBUTION

- 1 The Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) (“the Highway Contribution”) as a Contribution to the costs of [details of the highway provision/improvement scheme to be included] to satisfy the increased highway demand generated by the Development
- 2 The Highway Contribution shall be paid upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed

Or

- 2 The Public Transport Contribution shall be paid as follows:-
 - (a) On or before the occupation of the [] Dwelling the sum of [£]
 - (b) On or before the occupation of the [] Dwelling the sum of [£]
 - (c) On or before the occupation of the penultimate Dwelling the sum of [£]

(NB Or such other phasing arrangements as are appropriate)

PEDESTRIAN/CYCLEWAYS

- 1 There shall be no Implementation until a scheme for the laying out and construction to a specification required by the Council of footpaths and/or cycleways to be provided on the Land (such scheme to include a timetable for implementation and the specification required by the Council) has been approved by the Council and thereafter such scheme shall be complied with in full

Or

- 2 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) as a Contribution to the costs incurred or to be incurred by the Council for the provision and/or improvement of footpaths/cycleways in the vicinity of the Development

TRAVEL PLAN

- 1 There shall be no Implementation unless and until a Travel Plan (“the Travel Plan”) has been agreed with the Council (such agreement not to be unreasonably withheld or delayed) to minimise the adverse environmental impact of the Development on the surrounding highway network the Travel Plan to address the following:-
 - (a) The Travel Plan shall have a projected duration of no less than 10 years
 - (b) The appointment of a Travel Plan Co-ordinator responsible for the implementation and review of the Travel Plan
 - (c) Discussions with a public transport provider for the provision/upgrading of public transport to and from the Land
 - (d) The provision of transport by the Owners for persons employed within the Development
 - (e) Arrangements and promotion of transport (car) sharing
 - (f) Arrangements to minimise the numbers of visitors to the Land using private motor cars
 - (g) Provision for and promotion of pedestrian and cycle access to the Development
 - (h) The introduction of working practices to avoid peak travel flows
 - (i) The procedure and terms of reference for annual reviews of the Travel Plan
 - (j) SMART targets to be agreed with Peterborough City Council
 - (k) Details of how the site wide travel plan will be implemented and managed
 - (l) Details of remedial measures that will be implemented should the targets not be met
- 2 The Travel Plan document shall be reviewed upon the first anniversary of its implementation and thereafter at five yearly intervals unless otherwise agreed in writing with the Council
- 3 Any amendments to the Travel Plan (whether or not following a periodic review) may not be implemented without the written approval of the Council

HOUSEHOLD TRAVEL INFORMATION PACKS (PACKS)

- 1 Packs are to be prepared supplied and issued to residents on occupation of each house comprised within the Development. This obligation shall extend to the first second and third successive occupants of each house or to all new occupiers in the 5 years following completion whichever comes first
- 2 The Owner shall include a covering letter with each Pack explaining the reasoning behind the Packs and a tear-off slip offering the residents either:-

- The option for new tenants to receive either a free 3 month Megarider

OR

- A Cycle Voucher up to the value of £100 for a bike (subject to Indexation) and a Peterborough Cycle Map available from the Travelchoice Centre or Tourist Information
- 3 The Packs shall also contain information about walking cycling public transport (bus and train) and car sharing as well as a localised map showing the nearest bank post office health facility schools etc
- 4 Upon the first anniversary of the first occupation and for 5 years thereafter the Owner shall inform the Council in writing the number of Megarider travel passes and cycle vouchers which have been distributed in the past year and to which addresses

Notes

The purpose of these Packs is to inform residents of the various sustainable travel options available to them and provide them with an incentive to use it. Peterborough is one of only three Sustainable Travel Demonstration Towns in the UK and has a great deal of national interest. A major project is underway to inform local residents of their travel options to create modal shift away from the private car where possible. It is important therefore that people moving into new developments also have access to this information.

The Travelchoice Team of the Council currently produce information material which can be supplied should the Owner prefer to use existing material rather than designing and printing his own. The information Travelchoice can provide is outlined below:-

- Car Share Leaflet
- Cycle by train Leaflet
- 'Share-it' Leaflet
- Text & Go Leaflet
- Mini Cycle Guides (Cycle Bretton/Cycle Werrington etc)
- Community Link
- Good Going Flyer (travel awareness and reward campaign) and sign-up postcard
- Area Guide Map
- General Travelchoice Leaflet
- Local Bus Timetables
- Give Walking A Try Leaflet

There is a charge currently of £2 per pack for the leaflets and folders and they are available to order in denominations of 10 (£20)

THE THIRD SCHEDULE

ENVIRONMENTAL INFRASTRUCTURE

PUBLIC OPEN SPACE/WOODLAND

PART A ON-SITE PROVISION

The following definitions relating to Open Space shall have the following meanings throughout this Agreement:-

“Certificate of Final Completion”

means a certificate in respect of the Works issued in accordance with the provisions of paragraph [5]

“Certificate of Practical Completion”

means a certificate in respect of the Works issued in accordance with the provisions of paragraph [3]

“Existing Hedgerows and Trees”

means any existing hedgerows trees coppices ponds and other similar features upon the Land (but not necessarily within the Open Space) identified as such on the Plan and in respect of which the Council has required the Management Plan to be prepared

“Landscaping and Planting Scheme”

means a scheme, which shall include a programme and timetable for implementation, for laying out landscaping seeding planting and turfing the Open Space including the construction surfacing and provision of all such footpaths/cycleways lighting seating litter bins and other features identified by the Council as being required within the Open Space or such amended or replacement Landscaping and Planting Scheme as the Council agrees in writing from time to time

“Landscaping Specification”

means the Open Space and Play Space standards for Residential Provision (June 1989) or any amendment or replacement currently in force

“Maintenance Contribution”

means a once and for all payment towards the future costs of maintenance by the Council of the Open Space which shall be:

- (i) The sum of [£]

Or

- (ii) A sum calculated by the Council at fifteen times the estimated annual maintenance costs of the Open Space based on the rates contained in the annual maintenance

contract for open space let by the Council for the year of calculation and taking into account any estimated provision for subsequent years of the expected variation in such rates up or down

“Maintenance Period”

means a period which:-

- (i) commences upon the issue of the Certificate of Practical Completion, and
- (ii) is for a duration of not less than 12 months for grass 24 months for shrubs and areas of shrub planting and 36 months for Trees and areas of Tree planting

Or

- (ii) Means a period of no less than one year which commences on the issue of the Certificate of Practical Completion and expires on the 31st May in any year

“Management Plan”

means a plan for the preservation management and maintenance of Existing Hedgerows and Trees such Management Plan to include a schedule of works and timetable for implementation

“Open Space”

means that part of the Land shown edged [green] on the Plan or such other area as is agreed by the Council from time to time

“Open Space Contribution”

means the sum of [£] which shall be used by the Council for the provision or improvement of open space/parkland/recreation areas/Play Areas within the vicinity of the Development

“Play Area”

means :-

- (a) a Local Area for Play (LAP),
- (b) a Local Equipped Area for Play (LEAP), or
- (c) Neighbourhood Equipped Area for Play (NEAP), or
- (d) Multi Use Games Area (MUGA)

(whichever the Council shall require) to be provided on the Development in the position shown on the Plan or as reasonably required by the Council

“Play Area Certificate”

means a certificate issued by the Council in accordance with the provisions of paragraph [...]

“Play Area Contribution”

means a once and for all payment of [Insert figure] POUNDS (£00,000.00) towards the future costs of maintenance by the Council of the Play Area

“Works”

means any necessary works to implement the Landscaping and Planting Scheme and (where relevant) the Management Plan

- 1 There shall be no Implementation unless and until the Landscaping and Planting Scheme and the Management Plan (if relevant) has or have been approved by the Council (approval not to be unreasonably withheld or delayed) and the Landscaping and Planting Scheme and the Management Plan shall be complied with in full unless the Council agrees otherwise in writing
- 2 The Owner will implement the Landscaping and Planting Scheme and the Management Plan using good and suitable materials in all respects to the full satisfaction of the Council and fully in accordance with the Landscape Specification
- 3 Upon the completion of the Works the Owner shall notify the Council in writing which shall inspect the Works as soon as reasonably possible and in any event within two weeks of such notification and shall issue a Certificate of Practical Completion either forthwith or following the making good by the Owner of any defects reasonably identified by the Council and notified to the Owner following such inspection
- 4 Following the issue of the Certificate of Practical Completion the Owner shall maintain the Open Space throughout the Maintenance Period and keep the same at all times clean cultivated and fed and watered and shall replace as necessary any dead or diseased planting or any defective equipment and surfacing all of which maintenance shall be carried out to the reasonable satisfaction of the Council and fully in accordance with the Landscape Specification
- 5 At the end of the Maintenance Period the Owner shall notify the Council which shall inspect the Works as soon as reasonably possible and in any event within two weeks of such notification and shall issue a Certificate of Final Completion either forthwith or following the making good by the Owner of any defects reasonably identified by the Recreation Services Manager and notified to the Owner following the said inspection
- 6 The Owner shall within [20] days after the issue of the Certificate of Final Completion pay to the Council the Maintenance Contribution
- 7 Following the issue of the Certificate of Final Completion the Owner shall execute a formal transfer to the Council of the Open Space upon the terms and conditions referred to in the [..... Schedule]

PART B CONTRIBUTION

OPEN SPACE

- 1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) the Owner shall pay the Open Space Contribution to the Council OR

- 2 The Owner shall make the the Open Space Contribution by separate payments at the following times:-
- (a) Prior to the occupation of the [] Dwelling
the sum of [£]
 - (b) Prior to the occupation of the [] Dwelling
the sum of [£]
 - (c) Prior to the occupation of the penultimate Dwelling
The sum of [£]

PART C PLAY AREAS (on-site provision)

- 1 Prior to the occupation of the [] Dwelling the Owner shall construct the Play Area in accordance with the following provisions
- 2 The Play Area shall be located laid out fenced landscaped surfaced and planted fully in accordance with the Landscape Specification and any further specifications and standards reasonably required by the Council and using materials and equipment and types of materials and equipment obtained from such suppliers or sub-contractors as the Council shall reasonably approve or specify
- 3 Upon the completion of the Construction of the Play Area the Owner shall notify the Council in writing which shall inspect the Works as soon as reasonably possible and in any event within two weeks of such notification and shall issue the Play Area Certificate either forthwith or following the making good by the Owner of any defects reasonably identified by the Council and notified to the Owner following such inspection
- 4 Following the issue of the Play Area Certificate the Owner shall within [14] days pay to the Council the Play Area Maintenance Contribution and upon such payment the Play Area shall be and become maintainable in perpetuity by the Council PROVIDED THAT and for the avoidance of doubt any parts of the Play Area which have been landscaped seeded turfed or planted shall be subject to the terms and conditions of this Agreement relating to Open Space and shall become maintainable by the Council only in accordance with those terms and conditions and following the issue of a Certificate of Final Completion
- 5 Following the issue of the Play Area Certificate the Owner shall execute a formal transfer to the Council of the Play Area upon the terms and conditions referred to in the [Schedule]

SUSTAINABLE DRAINAGE/FLOOD PREVENTION

- 1 There shall be no Implementation unless and until a drainage scheme (“the Scheme”) for the Development incorporating sustainable drainage principles and a flood risk assessment all in accordance with Planning Policy Guidance Note 25 (“PPG25”) has been submitted to and approved by the Council such Scheme to be prepared by an independent professional and to relate to both on-site and off-site works as necessary and to include detailed proposals for the implementation of the Scheme

- 2 The Scheme shall include all details of any necessary maintenance regime to preserve the effectiveness of the Scheme together with the proposed arrangements and estimated costs of carrying out such maintenance and in the event that the Scheme requires the carrying out of off-site works shall include such details as are necessary to demonstrate the feasibility of the Scheme and the agreement of any relevant landowner

OR

FLOOD DEFENCE CONTRIBUTION

- 1 There shall be no Implementation (which in this context shall be restricted to the definition of "Material Operation" contained in S.56(4) of the Act and not the extended definition used elsewhere in this Agreement) unless and until the Owner has paid to the Council the sum [Insert figure] POUNDS (£00,000.00) as a Contribution towards any flood defence works considered necessary by the Environment Agency to minimise any flood risk to the Development

OR

PADHOLME DRAINAGE CONTRIBUTION

- 1 Upon Service of the notice referred to in Clause 4.1(b) and 4.1 (c) of this Deed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) subject to indexation being a contribution towards Drainage Works to accommodate the satisfactory drainage needs of the Land arising from the Development

RECYCLING / WASTE DISPOSAL

- 1 The Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) as a Contribution to the costs incurred or to be incurred by the Council for the provision of refuse disposal and waste recycling facilities arising from the Development
- 2 The sum referred to in Paragraph 1 shall be payable upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed

OR

- 2 The sum referred to in Paragraph 1 shall be payable as follows:-
 - (a) prior to the occupation of the [] Dwelling the sum of [£]
 - (b) prior to the occupation of the [] Dwelling the sum of [£]
 - (c) prior the occupation of the penultimate Dwelling the sum of [£]

THE FOURTH SCHEDULE

EDUCATION INFRASTRUCTURE

PRIMARY SCHOOLS

SECONDARY SCHOOLS

1 The Owner shall pay to the Council in its capacity as Education Authority a Contribution of [Insert figure] POUNDS (£00,000.00) ("the Education Contribution") towards the provision of additional pre-school primary school and secondary school places needed as a consequence of the Development

Or

1. The Owner shall pay to the Council in its capacity as Education Authority a Contribution ("the Education Contribution") calculated in accordance with the formulae as contained in paragraph 2 below

2 The Contribution is calculated by multiplying the sum ("the Sum") by the estimated number of pupils occupying the types of dwelling together with the total number of dwellings constructed within the Development in accordance with the following formula:-

The number of children of primary school age (4-10)

1 and 2 bedroom dwellings	no pupils
3 bedroom dwellings	0.3 pupils per dwelling
4 bedroom dwellings	0.6 pupils per dwelling
5 bedroom dwellings	0.9 pupils per dwelling

The number of children of secondary school age (11-15)

1 and 2 bedroom dwellings	no pupils
3 bedroom dwellings	0.2 pupils per dwelling
4 bedroom dwellings	0.4 pupils per dwelling
5 bedroom dwellings	0.6 pupils per dwelling

The number of children of secondary school age (16-18)

1 and 2 bedroom dwellings	no pupils
3 bedroom dwellings	0.05 pupils per dwelling
4 bedroom dwellings	0.1 pupils per dwelling
5 bedroom dwellings	0.15 pupils per dwelling

3 Any subsequent increase in the number of bedrooms and the number of pupils per dwelling is increased on a pro rata basis

4 No contribution is payable for flats

5 A bedroom is defined as a room on the same floor of the dwelling as one or more other bedrooms having an outside window and a floor area of 4.64 square metres or more

6 At the time of the date of this Deed the Sum is £8,800 per pupil for those of primary school age and £14,000 per pupil for those of secondary school age

7 The Education Contribution shall be paid to the Council upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed

Or

7 The Education Contribution shall be paid at the following times [to be agreed]

THE FIFTH SCHEDULE

COMMUNITY INFRASTRUCTURE

SPORTS FACILITIES

COMMUNITY CENTRES

VILLAGE HALLS/FACILITIES

1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) as a Contribution towards the provision by the Council of [include details of the proposed new or improved sports facilities/community centres/village halls/facilities intended to benefit from the Contribution] needed to serve the Development

PUBLIC ART

“Public Art”

means any statue mural or other object of artistic interpretation commissioned by the Council which is intended for public display on either a short term or a long term basis on or in any land or building to which the public have access

1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) towards the provision of Public Art in the vicinity of the Development

LIBRARIES

1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) towards the provision or improvement of Libraries in the vicinity of the Development

CEMETERIES/CREMATORIA

1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) (“the Cemeteries Contribution”) towards the provision upgrading or expansion of crematoria and/or burial grounds to take account of the increased population generated by the Development

THE SIXTH SCHEDULE

POLICING CONTRIBUTION

SUBJECT TO INDEXATION

- 1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed The Owner shall pay the Council the sum of [Insert figure] POUNDS (£00,000.00) subject to indexation being a contribution towards the policing needs arising from the Development. The Council shall forward the contribution to the Police Authority within 20 Working Days of its receipt from the Owner

THE SEVENTH SCHEDULE

PRIMARY CARE CONTRIBUTION

SUBJECT TO INDEXATION

- 1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay the sum of [Insert figure] POUNDS (£00,000.00) subject to indexation being a contribution towards the provision of medical and health facilities arising from the needs of the Development. The Council shall forward the contribution to the Primary Care Trust within 20 Working Days of its receipt from the Owner

THE EIGHTH SCHEDULE

CCTV CAMERA CONTRIBUTION

SUBJECT TO INDEXATION

- 1 Upon service of the notice referred to in Clause 4.1(b) and 4.1(c) of this Deed the Owner shall pay the Council the sum of [Insert figure] POUNDS (£00,000.00) subject to indexation to enable the provision by the Council of [...] CCTV cameras within the Development
- 2 Within 28 days of receipt of notice in writing by the Council that the installation of the said CCTV cameras is completed the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) subject to indexation for the maintenance by the Council of the said CCTV cameras for a period of [...] years

THE NINTH SCHEDULE

HAMPTON PUBLIC SERVICE BUILDING CONTRIBUTION

SUBJECT TO INDEXATION

[Applies to Hampton S106 Only]

Upon service of the Implementation Notice the Owner shall pay to the Council the sum of **[Insert figure]** POUNDS (£00,000.00) subject to indexation being a contribution towards the Hampton Public Service Building

THE TENTH SCHEDULE

LOCAL NEIGHBOURHOOD CENTRE CONTRIBUTION

SUBJECT TO INDEXATION

[Applies to Hampton S106 Only]

Upon service of the Implementation Notice the Owner shall pay to the Council the sum of **[Insert figure]** POUNDS (£00,000.00) subject to indexation being a contribution towards the Local Neighbourhood Centre

THE ELEVENTH SCHEDULE

TRAVEL PLAN MONITORING CONTRIBUTION

SUBJECT TO INDEXATION

Upon service of the Implementation Notice the Owner shall pay to the Council the sum of **[Insert figure]** POUNDS (£00,000.00) subject to indexation being a contribution towards the monitoring by the Council of the Travel Plan referred to in Schedule 2

THE TWELFTH SCHEDULE

COUNCIL'S OBLIGATIONS

In the event that the Contribution(s) paid under this Deed by the Owner (EXCEPT any Contribution which has been paid over by the Council to any third party which has responsibility for spending the Contribution) which has not been spent or committed to an identified project within 10 years of the date of final payment shall be repaid to the Owner together with any accrued interest

EXECUTED and DELIVERED as a Deed on the date of this document

EXECUTED under the Common Seal of)
PETERBOROUGH CITY COUNCIL)
In the presence of:)

Duly Authorised Officer

EXECUTED by the said)
_____)
In the presence of:)

Signature of witness:

Name: (in block capitals)

Address:

EXECUTED under the Common Seal of)
_____)
Acting by/ a Director and its Secretary/ Two Directors)

Director

Director/Secretary

EXECUTED as a Deed by)
_____)
Acting by / a Director and its Secretary/Two Directors)

Director

Director/Secretary