



DATED

11 JUNE

2024

CENTRAL BEDFORDSHIRE COUNCIL

- and -

QUESTPIT LIMITED

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country
Planning Act 1990

in respect of

Land at Quest Pit, Ampthill Road, Houghton Conquest

Planning Application Reference CB/22/03616/FULL



Pathfinder Legal Services Limited
Priory House, Monks Walk
Chicksands, Shefford
BEDFORDSHIRE
SG17 5TQ

DATE

11 JUNE

2024

PARTIES:

- 1) **CENTRAL BEDFORDSHIRE COUNCIL** of Priory House, Monks Walk, Chicksands, Shefford, Bedfordshire SG17 5TQ ("**Council**");
- 2) **QUESTPIT LIMITED** a company incorporated in England and Wales (Company No: 09533916) whose registered office is at 7th Floor Aldgate High Street, London, EC3N 1AG ("**Owner**");

and the Owner and the Council shall be known together as the Parties and the term Party shall mean any one of them.

RECITALS

- A. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and by whom the obligations contained herein are enforceable.
- B. The Council is the highway authority for the purposes of the 1980 Act for the area in which the Site is situated.
- C. The Owner is the registered proprietor of the freehold of the Site with title absolute under title number BD272450.
- D. The Application has been submitted to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed, having regard to the provisions of the development plan and the planning considerations affecting the Site.
- E. The Council's Development Management Committee resolved on 23 August 2023 to approve the Application and grant Planning Permission subject to the prior completion of this Deed.
- F. The Parties to this Deed have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and the advice set out at paragraph 56 of the NPPF and agree that the planning obligations it contains are:
 - a. necessary to make the Development acceptable in planning terms;
 - b. directly related to the Development; and
 - c. fairly and reasonably related in scale and kind to the Development.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

Standard Definitions

- “1980 Act” means the Highways Act 1980;
- “1990 Act” means the Town and Country Planning Act 1990 (as amended);
- “Application” means the hybrid planning application validated by the Council on 4 October 2022 seeking hybrid planning permission for the Development and allocated reference number CB/22/03616/FULL;
- “Apprentice” means a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ. More information about the government policy and guidance can be found at <https://www.gov.uk/government/publications/apprenticeships-guide-for-employers> and about apprenticeship standards and fees at <https://www.instituteforapprenticeships.org/>;
- “Approval” means approval, agreement, consent, authority or expression of satisfaction by a Party or duly authorised person acting on their behalf following submission of the relevant plan, document, details, request or any other matter by another Party under the terms of this Deed and “Approve” and “Approved” shall be construed accordingly;
- “Commencement” means the date upon which the Development shall be implemented by the carrying out on the Site pursuant to the Planning Permission of a material operation specified in Section 56 of the Act provided that Enabling Works shall for the purposes of this Deed be deemed not to be material operations and the terms “Commence” and “Commenced” shall be construed accordingly;
- “Construction” means the construction of any building forming part of the Development including footings or foundations and the term “Constructed” shall be construed accordingly;

“Construction and Environmental Management Plan”

means a written document which shall include but not be limited to the following:

- (i) a risk assessment of potentially damaging construction activities;
- (ii) identification of “biodiversity protection zones”;
- (iii) practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (which may be provided as a set of method statements);
- (iv) the location and timing of sensitive works to avoid any harm to biodiversity features;
- (v) the times during construction when specialist ecologists need to be present on site to oversee works;
- (vi) details of persons responsible for implementation and compliance with the Construction and Environmental Management Plan including lines of communication;
- (vii) the role and responsibilities on Site of an ecological clerk of works or similarly competent person;
- (viii) use of protective fences, exclusion barriers and warning signs; and
- (ix) any other information reasonably requested by the Council;

and which may only be amended from time to time with the Approval of the Council;

“Construction Code of Practice”

means the Council’s Construction Code of Practice for developers and contractors published on its website or such policy document as supersedes or replaces it;

“Construction Phase”

means the whole period of Construction of the Development from Implementation until the Construction of the Development has been completed in accordance with the Planning Permission and is properly certified as practically complete by the Owner’s relevant professional under the contract for the construction of the Development so that it is ready for Occupation;

“Construction Traffic Management Plan”

means a written document which shall include but not be limited to the following:

- (i) details of ANPR monitoring to monitor and manage the routing of Construction Phase traffic;
- (ii) proposed means of construction access, including appropriate visibility;
- (iii) the parking of vehicles; loading and unloading of plant and materials used during the Construction Phase of the Development;
- (iv) storage of plant and materials used during the Construction Phase of the Development;
- (v) the erection and maintenance of security hoarding / scaffolding affecting the highway if required;
- (vi) wheel washing facilities;
- (vii) measures on site to control the deposition of dirt / mud on surrounding roads during the Construction Phase of the Development;
- (viii) footpath/footway/cycleway or road closures needed during the Construction Phase of the Development;
- (ix) traffic management needed during the Construction Phase of the Development;
- (x) times, routes and means of access and egress for construction traffic and delivery vehicles (including the import of materials and the removal of waste from the Site) during the Construction Phase of the Development;
- (xi) details of escorts for abnormal loads;
- (xii) temporary removal and replacement of highway infrastructure and street furniture; temporary (or otherwise) widening of roads to accommodate vehicles along construction access routes;
- (xiii) the reinstatement of any signs, verges or other items displaced by construction traffic;
- (xiv) banksman and escort details;
- (xv) tracking diagrams; and
- (xvi) any other information reasonably requested by the Council;

and which may only be amended from time to time with the Approval of the Council;

"Contamination"	means contamination as defined in Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it or replacing it;
"Development"	means the Development of the Site consisting of creation of film and TV studio campus (Use Class E (g) (i-iii) and B8) comprising film studios, sound stages, workshops, offices, warehouses, overnight accommodation, community hub, canteen/restaurant, ancillary floorspace, new access arrangements including bus interchange, car and cycle parking, landscaping, infrastructure and associated works as set out and described in the documents submitted with the Application and in accordance with the Planning Permission and in the case of the outline elements of the Application in accordance with the subsequent details approved by the Reserved Matters application;
"Development Manager"	means the Council's senior development management officer or any other officer to whom they delegate some or all of their functions under this Deed;
"Employment and Skills Assigned Officer"	means an officer of the Council's assigned to liaise with the individual appointed by the Owner pursuant to Part 2 of the First Schedule to ensure the requirements of the Approved Employment and Skills Plan are being delivered and/or complied with;
"Employment and Skills Plan"	means a written document containing the information outlined under Part 2 of the First Schedule and which may only be amended from time to time with the Approval of the Council;
"Employment and Skills Team"	means the Council's team responsible for supporting Residents and persons into training or employment opportunities and any successor or equivalent replacement team(s) that may exist from time to time;
"Enabling Works"	any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries and laying out of access roads and services;

"Environmental Code of Practice"	means the Council's Environmental Code of Practice for developers and contractors published on its website or such policy document as supersedes or replaces it;
"First Payment Date"	The date of first Occupation of the Development
"Highway Agreement"	means an agreement with the Council under section 278 and/or section 38 of the 1980 Act;
"Implementation"	means the first date on which any material operation (as defined by section 56(4) of the Act) and any other Enabling Works forming part of the Development begins to be carried out and the terms "Implement" and "Implemented" shall be construed accordingly;
"Index"	means the Retail Prices Index All Items as published by the Office for National Statistics or such other index that supersedes or replaces it or such other index as the Council confirms in writing in the event there is no successor index;
"Interest"	means interest at 8 per cent above the base lending rate of Barclays Bank Plc from time to time;
"Monitoring Fee"	means the sum of £37,820 to be used for the purposes of the Council monitoring the payment and delivery of the obligations contained in this Deed and calculated in accordance with the Council's s.106 Monitoring Fee Paper for Developers;
"NPPF"	means the National Planning Policy Framework published by the Government in July 2021 or any updated versions or such policy document as supersedes or replaces it;
"Occupation"	means occupation of the Development for the purposes permitted by the Planning Permission but excluding occupation for the purposes of construction and fitting out and the terms "Occupied" and "Occupy" shall be construed accordingly;
"Occupier"	means any person or persons who Occupy the Development (or any part thereof) at any time during the lifetime of the Development for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development'

"Phase"	means a construction phase of the Development comprising Units in respect of which a Reserved Matters application has been made and/ or reserved matters approval has been obtained;
"Phasing Plan"	<p>a plan to be Approved by the Development Manager before Commencement identifying the following:</p> <ul style="list-style-type: none"> i. the number, location, physical extent and programming of each Phase; ii. the number of Units to be Constructed in each Phase and the location and type of all of the open space serving the whole Site; iii. any other information reasonably requested by the Council. <p>and which may only be amended from time to time with the Approval of the Council;</p>
"Planning Permission"	means the hybrid (part full part outline) planning permission subject to conditions and Reserved Matters to be granted by the Council permitting the Development pursuant to the Application;
"Reserved Matters"	has the same meaning as in The Town and Country Planning (Development Management Procedure)(England) Order 2010;
"Residents"	means a person who is a resident within the administrative area of the Council and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old;
"S106 Monitoring Officer"	means the Council's Section 106 Monitoring Officer for the time being or their successor post or any other officer to whom they delegate their Section 106 monitoring functions;
"Second Payment Date"	The first Occupation of the second Phase of the Development;
"Site"	means the land known as Quest Pit, Ampthill Road, Houghton Conquest and registered at Land Registry under title number BD272450 against which this Deed may be enforced and as shown edged red on the Site Plan;

“Skills-Based Training”

means a training program that is intended to provide unemployed Residents with the skills and qualifications to access jobs being created by the Development and consisting of work experience placements and a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes. For further information, visit

<https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide>;

“Specified Date”

means the date upon which an obligation arising under this Deed is due to be performed;

“Site Plan”

means the plan labelled “Site Plan” attached to this Deed at the Third Schedule;

“Traffic Regulation Order(s)”

means an order under the Road Traffic Regulation Act 1984 to regulate the parking of vehicles/speed of vehicles on highways within the vicinity of the Site;

“Traineeship”

means a skills development programme for Young Residents that consists of training delivered by a training provider/work placement for a period of 6 weeks to 1 year including:

- a minimum of 70 hours of meaningful and high quality work experience over the duration of the traineeship and as agreed with the traineeship provider.
- constructive feedback and advice to the trainee;
- an interview for an apprenticeship or job in Owner’s organisation at the end of the traineeship if one is available
- an exit interview at the end of the traineeship with meaningful written feedback if no job is available.

For more information visit:
<https://www.gov.uk/guidance/traineeship-information-for-employers>;

“Units”

means the units to be built on Site pursuant to the Planning Permission and reference to “Unit” shall mean any one of the units;

“Work Placements”

means the procurement of Residents aged 14+ to undertake work experience taking place for a minimum of 5 days (20hrs);

"Young Resident"

means a person who is a Resident or for whom the Council has a corporate parenting responsibility and who are aged 16 - 24 years and not in employment, education, and training.

Financial Contribution Definitions

"Beancroft Road / Bedford Road Junction Works Contribution"

means an amount to be submitted to and agreed in writing by the Council (acting reasonably) to cover the full costs associated with any works required and considered necessary to ensure the impact of Development traffic on the junctions at Beancroft Road / Bedford Road is no greater than that identified in the Technical Note BE5650-3PD TN-04 (in the case of the Beancroft Road / Bedford Road junction) and which shall be based on the conclusions of the Transport Report;

"Bike Hire Contribution"

means the sum of £50,000 (fifty thousand pounds) to be used by Bedford Borough Council for the purposes of providing cycle hire facilities and scheme for no less than 12 bikes at Wixams Station;

"Chapel End Road / A6 Works Contribution"

means an amount to be submitted to and agreed in writing to cover the full costs associated with any works required and considered necessary to ensure the impact of Development traffic on the junctions at Chapel End Road / A6 is no greater (following mitigation) than that identified in document 'New model – A6 Chapel End Road Single Lane Dualling (with mitigation scheme)' forming part of the Transport Assessment which shall be based on the conclusions of the Transport Report;

"Cow Bridge Area Works Contribution"

means the sum of £200,000 (two hundred thousand pounds) to be used by Bedford Borough Council for the purposes of off-Site mitigation works in the Cow Bridge area;

"Forest of Marston Vale Tree Cover Contribution"

means the sum to be determined by the Forest of Marston Vale Tree Cover Scheme,

"Forest of Marston Vale Tree Cover Scheme"

A scheme to be approved by the Council which will assess the diminution of tree cover from the base line brought about by implementation of the development.

"Houghton Conquest Traffic Calming Contribution"

means the sum of £144,000 (one hundred and forty-four thousand pounds) to be used by the Council towards the costs of traffic calming measures at Houghton Conquest;

"Manor Road Works Contribution" means the sum of £550,000 (five hundred and fifty thousand pounds) to be used by Bedford Borough Council for the purposes of off-Site mitigation works to both ends of Manor Road;

"Traffic Management Contribution" means the sum of £144,000 (one hundred and forty-four thousand pounds) to be used by the Council towards the costs of traffic calming measures along the B530;

"Travel Plan Monitoring Costs" means the sum of £1,200 (one thousand two hundred pounds) per annum up to a maximum of 10 years to be used by the Council towards the costs of monitoring the implementation of and compliance with the Travel Plan over a 10 year period;

"TRO Contribution" means the sum of £9,000 (nine thousand pounds) to be used by the Council towards the funding of Traffic Regulation Orders AND a sum to be confirmed by the Council which shall include all reasonable advertising administrative and legal costs involved in the making of the order and provision of road markings and signs (signs to be designed by the Owner), the need for which arises directly from the Development and if not directly delivered by the Owner;

Biodiversity Definitions

"Alternative BNG Site" A single area of land of at least 70 hectares in area located within the vicinity of the Site which shall:

- a) include a designated wetlands habitat of an area no smaller than that which will be lost as a result of the Development;
- b) include the habitats as required to provide the 10% net gain and meet biodiversity net gain metric trading rules; and
- c) enable compensation for the county wildlife site such

and such site shall be approved in writing by the Council.

"BNG Site" A single area of land of at least 70 hectares in area as shown edged red on Plan 2 or an Alternative BNG Site;

"BNG Monitoring Contribution" means a sum no less than £18,000 to be calculated by the Council and based on the costs associated with reviewing no less than 9 monitoring plans over a 30 year period;

“BNG Monitoring Officer”

means an officer of the Council who is responsible for monitoring the biodiversity of sites within the Council’s administrative area;

“Biodiversity Net Gain Scheme and Management Plan”

means a written document detailing and setting out all elements of the strategy for delivering Biodiversity Net Gain on-Site and the within the BNG Site and county wildlife site which shall include but not be limited to the following:

- i. a description and evaluation of the features to be managed, including surveys of watercourses within 10 metres of red line boundary;
- ii. completed and updated full Biodiversity Net Gain Metric spreadsheet which displays how the scheme will provide a 10% net gain in biodiversity across both the on and off-site measures being provided;
- iii. details of the legal and funding mechanisms by which the long term implementation of the plan will be secured by the Owner with the management body responsible for its delivery;
- iv. aims and objective of the management plan and appropriate management options for achieving aims and objectives;
- v. ecological trends and constraints (including but not limited to soil types and current habitats and species) on the Property which might influence its management;
- vi. a work schedule including planting and an annual work plan;
- vii. details of the body or organisation responsible for implementation of the plan;
- viii. ongoing monitoring and remedial measures in the event that enhanced or created habitats fail to attain the desired level of condition within predicated timescales;
- ix. a schedule and details of ongoing monitoring reports to be provided and agreed with the BNG Monitoring Officer at years 1,2,3,5,10,15,20,25,and 30; and
- x. any other information reasonably requested by the Council.

and any amendments to such plan from time to time must be Approved by the Council;

“Biodiversity Net Gain Works”

means works to be carried out on as specified and in accordance with the Approved Biodiversity Net Gain Scheme and Management Plan.

Transport and Travel Definitions

“Beancroft Road / Bedford Road Junction Works”

means the works required and considered necessary to ensure the impact of Development traffic on the operation of the junctions at Beancroft Road / Bedford Road is no greater (following mitigation) than that identified in the Technical Note BE5650-3PD TN-04 (in the case of the Beancroft Road / Bedford Road junction) as shown indicatively on plan ref. BE5650-3PD-014;

“Beancroft Road / Bedford Road Junction Works Specification”

means the detailed design and specifications of the Beancroft Road / Bedford Road Junction Works as required by the Council which shall be subject to technical and safety audits and any amendments/modification from time to time must be Approved by the Council;

“Bus Stop Upgrade Works”

means the works required by the Council to upgrade the two bus stops on the B530 closest to the Site and such works shall include (but not be limited to): raised kerbs, shelters, real-time information screens and the provision of a surfaced link on the eastern side of the B530 (subject to detailed design demonstrating that a surfaced link can be safely delivered);

“Bus Stop Upgrade Works Specification”

means the detailed design and specifications of the Bus Stop Upgrade Works as required by the Council which shall be subject to safety audits and any amendments/modification from time to time must be Approved by the Council;

“Chapel End Road / A6 Works”

means the works required and considered necessary to ensure the impact of Development traffic on the junctions at Chapel End Road / A6 is no greater (following mitigation) than that identified in the document ‘New model – A6 Chapel End Road Single Lane Dualling (with mitigation scheme)’ forming part of the Transport Assessment and shown indicatively on plan ref. BE5650-3PD-019;

“Chapel End Road / A6 Works Specification”

means the detailed design and specifications of the Chapel End Road / A6 Works as required by the Council which shall be subject to technical and safety audits and any amendments/modification from time to time must be Approved by the Council;

“Footway/Cycleway Improvements”

means the works as required by the Council to improve the existing cycleways and footways linking the site to Site to the development site known as Wixam Park, Little Thickthorn and being developed under Council reference CB/21/00148/OUT and to Stewartby;

“Shuttle Bus Scheme”

means a scheme confirming the following in relation to the provision of a shuttle bus service for the Development:

- i. that shuttle bus services will serve the development 7 days a week;
- ii. the frequency of such services as detailed within Table 6 of Technical Note BE5650-3PD TN-03 unless otherwise agreed;
- iii. the location of pick up and drop off points;
- iv. all other information in line with the Technical Note BE5650-3PD TN-03 unless otherwise agreed;
- v. any other information reasonably requested by the Council.

and any amendments to such scheme from time to time must be Approved by the Council;

“Transport Assessment”

means the Transport Assessment document dated August 2022 submitted with the Application;

“Transport Report”

means a report providing an update of the Transport Assessment setting out the impact of development traffic on the junctions at Beancroft Road / Bedford Road, and Chapel End Road / A6 and the B530 south of Stewartby Way such report shall include as a minimum:

- i. updated traffic data for the junctions and routes in question (baseline and forecast);
- ii. an assessment of the number of development trips utilising the routes / junctions in question, based upon ANPR surveys;
- iii. updated transport modelling for the junctions in question;
- iv. a comparison against the forecast impacts contained within the original Transport Assessment; and
- v. any other information reasonably requested by the Council.

"Travel Plan"

means a written document which shall include but not be limited to the following:

- vi. a description of ways in which sustainable transport to and from the Development will be encouraged;
- vii. amongst other things the provision of welcome induction packs to users of the Development containing public transport and cycling/walking information, available bus/rail services, map and time-tables in accordance with policy and guidance; and
- viii. any other information reasonably requested by the Council.

and any amendments to such plan from time to time must be Approved by the Council;

"Travel Plan Co-Ordinator"

means a person appointed to liaise with the Council in the submission and Approval of the Travel Plan and on compliance therewith and to be responsible for promoting the Travel Plan to Occupiers and users of the Development;

Drainage Definitions

"Geotechnical Surveys"

means a written document which shall include but not be limited to all the geotechnical data for either the Development Site or the Biodiversity Compensation Site as reasonably required by the Internal Drainage Board;

"Hydrological Studies"

means a written document which shall include but not be limited to all the hydrological data for either the Development Site or the Biodiversity Compensation Site as reasonably required by the Internal Drainage Board;

"IDB Consent"

means consent granted by the Internal Drainage Board pursuant to section 23 of the Land Drainage Act 1991 or any byelaws enacted by the Internal Drainage Board under section 66 of the Land Drainage Act 1991;

"Internal Drainage Board"

means the Bedford Group of Drainage Boards of Vale House Broadmead Road Stewartby Bedfordshire MK43 9ND and which is responsible for the drainage needs within the Council's administrative area.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 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 its statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any obligation, covenant, undertaking or agreement by any party to this Deed not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.
- 2.9 In this Deed the term "including" shall mean "including without limitation" and "include" and "includes" shall be construed accordingly.
- 2.10 In the event that a new planning permission is granted by the Council pursuant to section 73 or section 73B of the 1990 Act in respect of the Planning Permission the obligations in this Deed shall relate to and continue to bind the Development carried out pursuant to any such subsequent planning permission and the definitions of Application, Planning Permission and Development shall be construed as including reference to the application for and the grant of any such planning permission and development without the need to enter into a further deed of variation or new agreement pursuant to section 106 of the 1990 Act unless the Council in determining the application made pursuant to section 73 or section 73B (as the case may be) of the 1990 Act requires a separate deed under section 106 of the 1990 Act to secure relevant planning obligations relating to the new planning permission.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and (in relation to Affordable Housing matters) Section 609 of the Housing Act 1985 and all other powers so enabling with the intention that it shall bind the Parties interests in the Site.
- 3.2 The covenants, restrictions and requirements imposed upon the Parties under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the other Parties and which the Parties agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and to the extent that any of the obligations are not planning obligations within the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers.

4. LEGAL EFFECT

- 4.1 This Deed is made pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Owner whether pursuant to Section 106(3)(b) of the 1990 Act or otherwise are entered into with the intent that the same shall be enforceable as provided herein by the Councils not only against the Owner but also (subject as provided in this Deed) against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner a freehold or leasehold or other such interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the freehold or leasehold or other such interest or estate for the time being held by that person.
- 4.2 It is agreed that the obligations contained within this Deed shall relate to and be enforceable only against those parts of the Site on which the said obligations fall to be performed (as specified in the relevant Schedule) separately from such other part of parts of the Site with the intention that any breach in relation to such obligation in respect of one part of the Site shall not amount to a breach of the same in respect of any other part of the Site.
- 4.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it (other than a successor in title or a successor in statutory function) and for the avoidance of doubt the terms of this Deed may be varied by agreement between the Parties without the consent of any third party being required.
- 4.4 The covenants to be observed and performed under this Deed shall be treated as local land charges and this Deed shall be registerable as a local land charge by the Council for the purposes of the Local Land Charges Act 1975 (as amended).
- 4.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 4.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Commencement.
- 4.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or part of the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest provided that the notice required by clause 9 has been given.
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.9 The obligations contained in this Deed shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 4.10 The obligations contained in this Deed shall not be binding upon nor enforceable against individual owners and occupiers of the Units in the Development or their mortgagee or chargee or any successor in title to or person deriving title from such individual SAVE THAT:
- (a) where an obligation requires compliance / discharge before a specified number of Units have been Occupied any Unit(s) Disposed of in breach of that restriction shall remain bound until such time as the relevant obligation has been complied with / discharged; or
- (b) where an obligation requires compliance for the life of the Development / in perpetuity those individual owners and occupiers shall remain bound.
- 4.11 Any mortgage or charge over the Site or any part of it created following completion of this Deed shall take effect subject to this Deed PROVIDED THAT any such mortgagee or chargee with an interest in the Site from time to time shall have no liability under this Deed unless it takes possession of the Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 4.12 Nothing (contained or implied) in this deed shall prejudice, fetter, restrict or otherwise affect the Council's exercise of its statutory rights, powers, discretions and responsibilities.
- 4.13 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

5. CONDITIONALITY

- 5.1 This Deed shall come into effect upon the grant of the Planning Permission except in respect of those obligations in this Deed which are specified as having either immediate or earlier effect.

6. THE OWNER'S COVENANTS

6.1 The Owner covenants with the Council:

- 1 as set out in the First Schedule;
- 2 not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Deed.
- 3 not to encumber or otherwise deal with their interest in the 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.
- 4 where this Deed imposes a requirement for the making of a payment or undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give to the Council's S106 Monitoring Officer five working days notice of the Specified Date and in the event that the Owner fails to give the notice required under this clause 6.1.4 the Council shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination.
- 5 that there are no interests (legal or equitable) required for the purposes of S106 in the Site other than detailed in this Deed.
- 6 without prejudice to the Council's statutory rights of entry and subject to compliance with all health and safety requirements to permit the Council and its authorised employees and agents access to the Site during the carrying out of the Development to inspect whether the provisions of this Deed are being observed and performed in accordance with the terms of this Deed.
- 7 to pay to the Council on completion of this Deed the reasonable legal and planning costs including disbursements of the Council incurred in the negotiation, preparation and execution of this Deed.
- 8 to pay the Monitoring Fee to the Council in the following proportions and timescales:
 - 6.1.8.1 £18,920.00 (eighteen thousand nine hundred and twenty pounds) to be paid on or before the First Payment Date; and
 - 6.1.8.2 £18,920.00 (eighteen thousand nine hundred and twenty pounds) to be paid on or before the Second Payment Date.
- 9 not to make payment of any contribution due under this Deed more than two weeks before it falls due in accordance with the timescale for payment as set out in the First Schedule of this Deed.

7. THE COUNCIL'S COVENANTS

7.1 The Council covenants with the Owner as set out in the Second Schedule hereto.

8. APPROVALS

8.1 Where Approval is required by any Party from the Council under the terms of this Deed such Approval shall be in writing and shall not be unreasonably withheld or delayed (having due regard to the Council's statutory duties and functions) and any Approval shall be given by the Development Manager unless otherwise stated.

8.2 If the submission and/or request for Approval has been rejected or further information requested the Party seeking Approval may resubmit the applicable information pursuant to such Approval as amended having regard to the Council's reasonable reasons or requests.

8.3 Only once the submission and/or request for Approval has been rejected following resubmission pursuant to clause 8.2 can the matter be referred for determination pursuant to the Dispute Resolution Procedure as set out in clause 15.

8.4 Where any Party refuses to give an Approval then reasons for that decision shall be provided in writing at the same time.

8.5 Where under the terms of this Deed Approval is required to be given by the Council within a specified period of time the Party seeking Approval must include in any submission made to the Council for Approval or any re-submission for Approval under clause 8.2, a statement confirming that the Approval is required within the specified period of time, as the case may be, and if the submission fails to do so, the specified period of time shall no longer apply to that Approval.

8.6 Where under the terms of this Deed Approval is required to be given by the Council within a specified period of time where it would be reasonable in the circumstances for the period of time for an Approval to be extended the Parties shall use reasonable endeavours to agree a reasonable extension having regard in particular to the complexity of the Approval required, any additional information reasonably requested, progress made, the duty of the Parties under this Deed and the extent of any other Approvals being sought from the same Party at the same time under this Deed.

9. CHANGE IN OWNERSHIP

9.1 The Owner agrees to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10. INTEREST AND INDEXATION

- 10.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.
- 10.2 Unless otherwise agreed in writing by the Council any sum referred to as due in the First Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is paid.

11. VAT

- 11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12. MORTGAGEE'S CONSENT

- 12.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the terms of this Deed as if it were a person deriving title from the Owner.

13. JURISDICTION

- 13.1 This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the exclusive jurisdiction of the Courts of England.

14. NOTICES

- 14.1 Any notice or other communication given or made in accordance with this Deed shall be in writing and:
- 1 May (in addition to any other effective mode of service) be delivered personally or sent by registered or recorded delivery or prepaid first-class letter post or its equivalent; and
 - 2 Shall in the case of a notice or other communication to the Council be served on the Council at the Council's address addressed to its Planning S106 Monitoring Officer and quoting the Application reference number; and
 - 3 Shall in the case of a notice or other communication to the Owner be served on the Owner at the address shown on the first page of this Deed or such other address as it may have from time to time notified to the Council as being its address for service for the purposes of this Deed; and

- 4 Shall in the case of a notice or other communication to the Mortgagee be served on the Mortgagee at the address shown on the first page of this Deed or such other address as it may have from time to time notified to the Council as being its address for service for the purposes of this Deed; and] *any additional parties to be included here*

14.2 A notice sent by recorded delivery is to be treated as served on the second working day after posting if sent by first class post.

14.3 Notices shall not be sent by email or DX

15. DISPUTE RESOLUTION

For the purposes of this clause only the term "Parties" or "Party" shall mean the parties or party to the dispute.

15.1 Where a matter the subject of this Deed shall be in dispute, the Parties shall use all reasonable endeavours to resolve the same.

15.2 If the dispute remains unresolved having used all reasonable endeavours to resolve the dispute pursuant to clause 15.1 then after 28 days of the dispute arising one Party may by serving notice on all the other Party (the Notice) require a dispute to be referred to an expert for determination.

15.3 The Notice must specify:

- 1 The nature, basis and brief description of the dispute;
- 2 The clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
- 3 A proposed suitably qualified and impartial expert to determine the dispute.

15.4 the Parties shall attempt to jointly agree an expert suitably qualified to deal with the subject matter of the dispute ("Expert") and in the absence of such agreement within one month of the date that the Notice is issued pursuant to clause 15.2 above either Party may request that the following nominate the expert at the joint expense of the Parties:

- 1 If such dispute relates to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the expert;
- 2 If such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the expert;
- 3 If such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;
- 4 If such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;
- 5 If such dispute relates to Affordable Housing (including viability) the expert shall be nominated by the President of the Royal Town Planning Institute; and

6 In all other cases, the President of the Law Society to nominate the expert as they think appropriate, including joint experts.

15.5 Once an Expert has been agreed upon or appointed a request shall be made jointly by the Parties for the Expert to determine the dispute in accordance with the provisions of clause 15.6 below.

15.6 The terms of reference of any Expert appointed to determine a dispute shall include the following:

- 1 the Expert shall be entitled to make directions concerning the determination of the dispute he considers appropriate and necessary given the nature of the dispute and to assist the fair determination of the dispute. Such directions may include (but not be limited to):
 - 15.6.1.1 the precise terms and parameters of the dispute to be determined (if not agreed between the Parties to the dispute).
 - 15.6.1.2 whether the dispute should be determined over more than one stage (i.e. are there multiple elements to be resolved that should be taken in stages)
 - 15.6.1.3 disclosure of relevant information to be relied upon by either of the Parties.
- 2 the Expert shall call for representations from the Parties within 28 days (or an alternative period should the Expert so direct) of his appointment and require the Parties to exchange representations within this period.
- 3 the Expert shall allow the Parties 21 days (or an alternative period should the Expert so direct) from the expiry of the period referred to under clause 15.6.2 above to make counter representations.
- 4 if it is directed that the dispute be determined over more than one stage pursuant to clause 15.6.1.2 above then further representations shall be made in accordance with the timeframes set out in clauses 15.6.2 and 12.6.3 above in respect of each stage.
- 5 any representations or counter representations received out of time may be disregarded by the Expert.
- 6 the Expert shall provide the Parties with a written decision (including his reasons) within twenty-eight days (or longer period as agreed between the Parties to the dispute if required by the Expert allowing for the nature and complexity of the dispute) of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall consider appropriate.
- 7 subject to clause 15.6.8 below the Expert's costs and the costs of any independent expert advice called for by the Expert shall be split equally between the Parties.
- 8 the Expert shall be entitled to direct that his costs and the costs of any independent expert advice called for shall be paid in full by one Party should he consider that that Party's case was entirely without merit or unreasonably made;
- 9 the Expert shall not be entitled to make any other directions in respect of costs and each Party to the dispute shall bear its own costs.

- 15.7 If an Expert nominated or appointed pursuant to this clause 15 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 15.4.
- 15.8 The Expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in this clause 15 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 15.9 The Expert's decision will (in the absence of manifest error or fraud) be final and binding on the Parties.
- 15.10 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 15 the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 15.11 Nothing in this clause shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

IN WITNESS whereof the Parties hereto have executed and delivered this Deed as such on the day and year first before written.

THE FIRST SCHEDULE

Owner's Covenants with the Council

The Owner covenants with the Council as follows:

Part 1 – Financial Contributions

- 1
 - 1.1 To pay the Cow Bridge Area Works Contribution Forest of Marston Vale Tree Cover Contribution Houghton Conquest Traffic Calming Contribution Manor Road Works Contribution and the TRO Contribution in two equal tranches as follows –
 - 1.1.1 On or prior to the First Payment Date
 - 1.1.2 On or prior to the Second Payment Date
 - 1.2 Not to occupy the development until the first instalment pursuant to paragraph 1.1.1 has been made
 - 1.3 Not to occupy more than the first Phase until the second instalment pursuant to paragraph 1.1.2 has been made.
- 2 **Bike Hire Contribution**
 - 2.1 On or prior to first Occupation to pay 1/5 (being £10,000) of the Bike Hire Contribution to the Council in full.
 - 2.2 On or prior to the first anniversary of first Occupation to pay 1/5 (being £10,000) of the Bike Hire Contribution to the Council in full.
 - 2.3 On or prior to the second anniversary of first Occupation to pay 1/5 (being £10,000) of the Bike Hire Contribution to the Council in full.
 - 2.4 On or prior to the third anniversary of first Occupation to pay 1/5 (being £10,000) of the Bike Hire Contribution to the Council in full.
 - 2.5 On or prior to the fourth anniversary of first Occupation to pay the remaining 1/5 (being £10,000) of the Bike Hire Contribution to the Council in full.
- 3 **Travel Plan Monitoring Costs**
 - 3.1 On or prior to first Occupation of any part of the Development and on the anniversary of first Occupation for a period of nine years to pay to the Council the Travel Plan Monitoring Costs.
 - 3.2 Not to:
 - i Occupy or cause or permit the Occupation of the Development or any part thereof;
 - ii use or cause or permit the use of the Development or any part thereof;until such time as it has paid to the Council and the Council has received payment of the Travel Plan Monitoring Cost in full.

4. Prior to Occupation of the development to submit the Forest of Marston Vale Tree Cover Scheme to the Council

4.1 To pay to the Council a sum to be agreed in writing by the Council as set out by the Forest of Marston Vale Tree Cover Scheme representing an appropriate mitigation of said tree cover.

Part 2 – Employment & Skills

1 On or prior to Commencement the Owner will submit to the Council for Approval the Employment and Skills Plan to include a detailed programme, procurement schedule, recruitment protocols and labour histogram stipulating the following requirements:

- (a) the procurement of not less than twenty percent (20%) of the workforce employed during the Construction Phase of the Development to comprise Residents;
- (b) the provision of Skills-Based Training to the twenty percent (20%) referred to in paragraph (a) above and at least five percent (5%) of these to comprise Traineeships;
- (c) the employment of full time apprenticeships to at least one Apprentice per £3 million development cost, up to maximum of 10% of the construction workforce at its anticipated maximum provision on site, such apprentices to be paid at no less than National Living Wage and to be supported in their training and qualification to a minimum of NVQ Level 2 and to be nominated by the Employment and Skills Team;
- (d) explaining how the Owner and its contractors' agents shall work exclusively with the Employment and Skills Team for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development during the Construction Phase;
- (e) explaining how the Owner and leaseholders and end users of the Development (following the Construction Phase) shall work with the Employment and Skills Team to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development;
- (f) regular liaison with the Employment and Skills Assigned Officer to help suppliers and businesses which are based within the administrative area of the Council to tender for such works as may

be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services;

- (g) the provision of Work Placements for unemployed and economically inactive Residents such number of Work Placements to be agreed with the Employment and Skills Team;
- (h) the provision of details of how the Employment and Skills Plan does not discriminate against groups with protected characteristics in terms of the employment and skills development opportunities it facilitated and has regard to the specific demographic characteristics of Residents in its proposed activities including Residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homelessness, care leavers, neuro diverse;
- (i) the provision of how the Employment and Skills Plan shall prioritise and support Residents who have learning and/or physical disabilities;
- (j) provision of no fewer than Five (5) STEM and Career Inspirational Sessions, working with the Council's nominated partners;
- (k) the provision to the Employment and Skills Assigned Officer of such information as is reasonably required to ensure compliance with the Approved Employment and Skill Plan (including but not limited to monthly monitoring data and summaries of details of the above opportunities provided to Residents), such information to be provided to the Council directly by the Owner (or its agents or contractors) in a format to be agreed by the Employment and Skills Assigned Officer which may include the provision of information through an online portal as notified by the Council from time to time;
- (l) how the Owner shall ensure that it shall obtain consent from all employee's contractors and agents to ensure that the information required under paragraph 1 (k) above can be provided to the Council in compliance with all data protection act and other statutory requirements; and

2 Not to Commence, cause or permit Commencement of any part of the Development until the Employment and Skills Plan has been Approved by the Council and the Owner will at all times comply and ensure compliance with the Approved Employment and Skills Plan.

- 3 To commit a named senior level individual to engage with the Employment and Skills Assigned Officer to:
 - (a) meet the requirements of the Approved Employment and Skills Plan and the obligations set out in this Part 2; and
 - (b) to ensure efficient management of Residents for employment and training opportunities on Commencement in accordance with the Approved Employment and Skills Plan.
- 4 Not to Commence, cause or permit Commencement of any part of the Development until the Council has been informed of the name and contact details of the individual appointed pursuant to paragraph 3 above.
- 5 In the event that the target set in paragraph 1 (a) above is not met in accordance with the Approved Employment and Skills Plan then the Owner shall meet with the Employment and Skills Assigned Officer to review the Approved Employment and Skills Plan and to identify and agree measures to help achieve the relevant target and such meeting to take place within 10 working days of the date of a written request from the Employment and Skills Assigned Officer to meet.
- 6 To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractors/sub-contractors that these obligations under this part 2 are required and that they shall be required to engage with the Council in respect of the performance of the obligations under this part 2.
- 7 To inform any applicable leaseholders and end users of the Employment and Skills Team and relevant partnerships to secure employment opportunities for Residents and to use all reasonable endeavours to procure that occupying businesses promote such opportunities arising out of the Development.

Part 3 – Travel, Transport & Highways

1. Travel Plan

- 1.1 On or prior to Occupation the Owner will submit to the Council for Approval the Travel Plan.

- 1.2 Not to Occupy, cause or permit the Occupation of any part of the Development until the Travel Plan has been Approved by the Council and the Owner will at all times comply and ensure compliance with the Approved Travel Plan.
- 1.3 No less than 6 (six) months prior to the intended Occupation date to appoint the Travel Plan Co-Ordinator.
- 1.4 To work in collaboration with the Council to conduct annual reviews of the Approved Travel Plan for a minimum of 5 years following Occupation of the final phase of the Development and following such reviews to make such amendments to the Approved Travel Plan as may be required by the Council.
- 1.5 To carry out and comply with the Approved Travel Plan at all times.

2. Footway/Cycleway Improvements

- 2.1 Not to Commence or cause or permit Commencement until a Highway Agreement securing Footway/Cycleway Improvements the has been executed and completed.
- 2.2 Not to Occupy or cause or permit Occupation until the Footway/Cycleway Improvements have been completed to the satisfaction of the Council.

3. Shuttle Bus

- 3.1 On or prior to Commencement the Owner will submit to the Council for Approval the Shuttle Bus Scheme.
- 3.2 Not to Commence, cause or permit Commencement of any part of the Development until the Shuttle Bus Scheme has been Approved by the Council.
- 3.3 On or prior to Occupation the Owner will implement the Approved Shuttle Bus Scheme and at all times for the life of the Development will comply and ensure compliance with the Approved Shuttle Bus Scheme.

4. Bus Stop Upgrade Works

- 4.1 On or prior to Commencement the Owner will submit to the Council for Approval the Bus Stop Upgrade Works Specification.

4.2 Not to Commence, cause or permit Commencement of any part of the Development until the Bus Stop Upgrade Works Specification has been Approved by the Council.

4.3 On or prior to Occupation the Owner will carry out and complete the Bus Stop Upgrade Works.

4.4 Not to Occupy or permit the Occupation of the Development until the Bus Stop Upgrade Works have been completed to the satisfaction of the Council.

5. Transport Report

5.1 To ensure that with each Reserved Matters application an updated Transport Report shall be included the conclusions of which are to be Approved by the Council.

5.2 Not to Commence, cause or permit Commencement of any works associated with such Reserved Matters application until the Transport Report has been Approved by the Council.

5.3 In the event the Transport Report identifies the Bedford Road (E) approach to the Beancroft Road / Bedford Road junction operating with an RFC value exceeding 0.85 then then the Owner will either:

5.3.1 submit to the Council for its Approval the Beancroft Road / Bedford Road Junction Works Specification; and carry out or procure the carrying out of the Beancroft Road / Bedford Road Junction Works; and if required by the Council shall enter into a Highway Agreement in respect of the Beancroft Road / Bedford Road Junction Works and will not Occupy or permit the Occupation of any more of the Development than already Occupied on the date of the submission of the Transport Report until the Beancroft Road / Bedford Road Junction Works have been fully constructed to the satisfaction of the Council and opened for traffic;
or

5.3.2 if agreed by the Council will pay the Beancroft Road / Bedford Road Junction Works Contribution within 25 working days of the Council's written demand and will not Occupy or permit the Occupation of any more of the Development than already Occupied on the date of the Council's request for such payment until the Beancroft Road / Bedford Road Junction Works Contribution has been paid to the Council in full.

5.4 In the event the Transport Report identifies the RFC value of the Chapel End approach to the Chapel End Road / A6 junction operating with a RFC value exceeding 0.85 then the Owner will either:

5.4.1 submit to the Council for its Approval the Chapel End Road / A6 Works Specification; and carry out or procure the carrying out of the Chapel End Road / A6 Works; and if required by

the Council shall enter into a Highway Agreement in respect of the Chapel End Road / A6 Works and will not Occupy or permit the Occupation of any more of the Development than already Occupied on the date of the submission of the Transport Report until the Chapel End / A6 Works have been fully constructed to the satisfaction of the Council and opened for traffic; or

5.4.2 if agreed by the Council will pay the Chapel End Road / A6 Works Contribution within 25 working days of the Council's written demand and will not Occupy or permit the Occupation of any more of the Development than already Occupied on the date of the Council's request for such payment until the Chapel End Road / A6 Works Contribution has been paid to the Council in full.

5.5 In the event the Transport Report identifies that the number of development trips routing south on the B530 is equal to or greater than that reported in Technical Note BE5650-3PD TN-04 then the Owner will pay the Traffic Management Contribution within 5 working days of the Council's written demand and will not Occupy or permit the Occupation of any more of the Development than already Occupied on the date of the Council's request for such payment until the Traffic Management Contribution has been Paid to the Council in full.

6. Revision of the environmental weight restriction on the B530

6.1 Prior to the beginning of the Construction Phase the Owner shall apply to both the Council and Bedford Borough Council for a Traffic Regulation Order to move of the current Environmental weight restriction on the B530 from its current location north of the junction with Thickthorn Lane to a point to the immediate south of the proposed southern roundabout access (with the exact location to be agreed with the Council prior to the making and implementing of the order) and when the order has been made by the Council shall implement the provisions of the order to the satisfaction of the Council including the design, funding and provision of associated signage lining and other ancillary works required to implement the traffic regulation order in accordance with a timescale to be agreed in writing by the Council.

6.2 Not to carry out any works (including demolition and ground clearance) which would start the Construction Phase until the provisions of paragraph 6.1 above have been complied with.

7. Extension of 40mph limit

7.1 Prior to the beginning of the Construction Phase the Owner shall apply to the Council for a Traffic Regulation Order to extend the existing 40mph limit on the B530 to a point to the south of the proposed northern ghost island right turn land, (with the exact location to be agreed with the Council prior to the making and implementing of the order) and when the order has been made shall implement the provisions of the order to the satisfaction of the Council including the design funding and provision of associated signage lining and other ancillary works required to implement the traffic regulation order in accordance with a timescale to be agreed in writing by the Council.

7.2 Not to carry out any works (including demolition and ground clearance) which would start the Construction Phase until the provisions of paragraph 7.1 above have been complied with.

8. Implementation of a 50mph limit

8.1 Prior to Occupation the Owner shall apply to the Council for a Traffic Regulation Order to introduce a speed limit of 50mph limit to a section of the B530 (with the exact extents to be agreed with the Council) and when the order has been made shall implement the provisions of the order to the satisfaction of the Council including the design funding and provision of associated signage lining and other ancillary works required to implement the traffic regulation order in accordance with a time scale to be agreed in writing by the Council.

8.2 Not to Occupy or permit the Occupation of the Development until the provisions of paragraph 8.1 above have been complied with.

Part 4 – Construction & Environmental Mitigation

1 Prior to commencement of the Construction Phase the Owner will submit to the Council for Approval the Construction and Environmental Management Plan.

2 Not to commence, cause or permit commencement of the Construction Phase of any part of the Development until the Construction and Environmental Management Plan has been Approved by the Council and the Owner will at all times comply and ensure compliance with the Approved Construction and Environmental Management Plan.

3 Prior to commencement of the Construction Phase the Owner will submit to the Council for Approval the Construction Traffic Management Plan.

- 4 Not to commence, cause or permit commencement of the Construction Phase of any part of the Development until the Construction Traffic Management Plan has been Approved by the Council and the Owner will at all times comply and ensure compliance with the Approved Construction Traffic Management Plan.
- 5 The Owner shall at all times during the Construction Phase observe and comply and ensure compliance with the Construction Code of Practice.
- 6 The Owner shall at all times during the Construction Phase observe and comply and ensure compliance with the Environmental Code of Practice.

Part 5 – Biodiversity

- 1 Prior to Implementation the Owner will submit to the Council for Approval the Biodiversity Net Gain Scheme and Management Plan and shall confirm to the Council that it has full unrestricted ownership and/or control of the BNG Site and to give effect to the Biodiversity Net Gain Works .
- 2 Not to Implement, cause or permit Implementation of any part of the Development until the Biodiversity Net Gain Scheme and Management Plan has been Approved by the Council and the Owner will comply and ensure compliance with the Approved Biodiversity Net Gain Scheme and Management Plan.
- 3 Prior to Implementation the Owner will submit to the Council all reasonably required information to enable the Council to calculate the BNG Monitoring Fee and the Owner will not Implement permit or cause Implementation until the Council has confirmed the amount of the BNG Monitoring Fee and the Owner has paid that amount to the Council in full.
- 4 Prior to the Owner commencing the carrying out of the Biodiversity Net Gain Works pursuant to paragraph 5 below the Owner will notify the BNG Monitoring Officer of the intended start date of the commencement of the Biodiversity Net Gain Works and keep the BNG Monitoring Officer regularly updated on the progress of the Biodiversity Net Gain Works.
- 5 To carry out the Biodiversity Net Gain Works to the satisfaction of the Council in accordance with the detailed terms duly Approved by the Council for the purposes of paragraph 2 hereof.

- 6 Where the Approved Biodiversity Net Gain Scheme and Management Plan constrains Occupation or the causing or permitting of the Occupation of the Development or any part thereof until such time as the Biodiversity Net Gain Works have been carried out to the satisfaction of the Council not to cause or permit the Occupation of such part or parts of the Development.
- 7 To comply with the Biodiversity Net Gain Scheme and Management Plan in perpetuity.

Part 6 – Drainage

- 1 On or prior to Commencement the Owner will submit to the Internal Drainage Board for Approval the following:
 - (a) Hydrological Studies; and
 - (b) Geotechnical Surveys.
- 2 Not to Commence, cause or permit Commencement of any part of the Development until the Hydrological Studies and the Geotechnical Surveys have both been Approved by the Internal Drainage Board and the Owner will comply and ensure compliance with the Approved Hydrological Studies and the Approved Geotechnical Surveys at all times.
- 3 On or prior to Commencement the Owner will submit to the Internal Drainage Board an application for IDB consent and the Owner will confirm to the Council that it has done so.
- 4 Not to Commence, cause or permit Commencement of any part of the Development until the Internal Drainage Board has granted IDB Consent and the Owner has provided evidence of such consent to the Council;

Part 7 – Outline Application/Reserved Matters

- 1 Development shall not Commence unless with the first Reserved Matters application for approval of details of the layout of part or all of the Site, the Owner has submitted to the Council a Phasing Plan for Approval and the Council has Approved such plan.
- 2 Development shall be carried out in complete accordance with the Phasing Plan

THE SECOND SCHEDULE

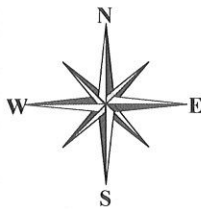
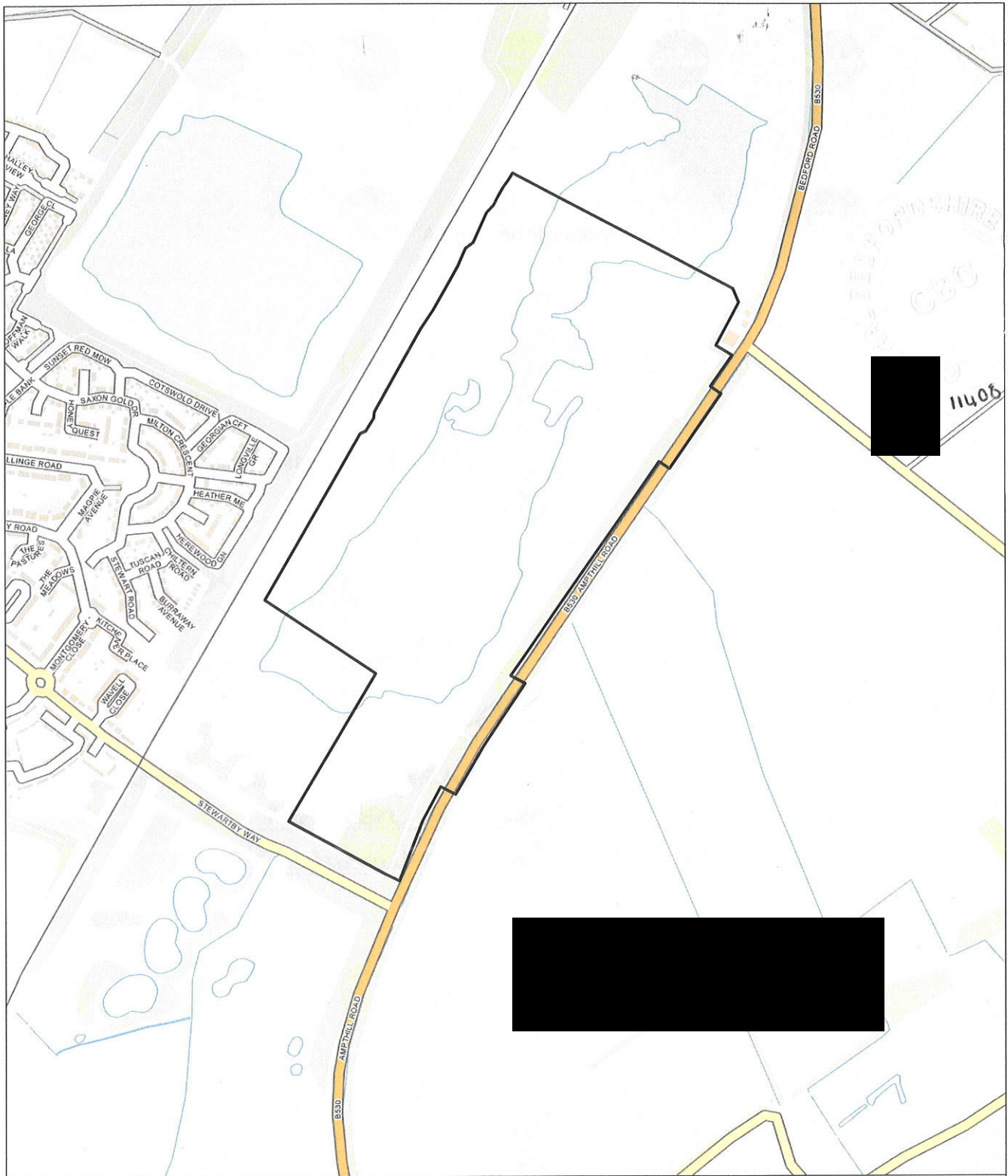
Council's Covenants

The Council covenants as follows:

- 1 To operate abide by and comply with the arrangements terms conditions and obligations on its part for the purposes set out in the First Schedule hereto.
- 2 To place the payments or financial contributions on deposit in the Council's bank accounts (as the Council in its sole discretion shall decide).
- 3 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid and the Council may apply all or any part of the contributions to costs already incurred at the date of payment in pursuit of the purposes of the relevant contribution specified in this Deed.
- 4 Upon the written request of the Owner to provide a reasonable breakdown of the use of and deployment of sums received from the Owner under the terms of this Deed and in the event that any of the said monies have not been expended, or contractually committed to be spent by the 10th anniversary of the date of receipt thereof by the Council, then the Council shall (if required by the person who paid it) at that time repay those unspent and/or uncommitted monies to the person who paid it.
- 5 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

THE THIRD SCHEDULE

Site Plan



© Crown Copyright. All rights reserved.
 Central Bedfordshire Council
 Licence No. 100049029 (2009)

Date: 12:June:2023

Map Sheet No

CASE NO.

Scale: 1:10000

THE COMMON SEAL of)
CENTRAL BEDFORDSHIRE COUNCIL)
was affixed in the presence of:)



Authorised Signatory:

Executed as a Deed

(but not delivered until the date hereof) by

QUESTPIT LIMITED

acting by:



Director

In the presence of:



Witness Signature:

Name of Witness:



Address:

MINSTER BUILDING
21 MINING LANE, EC3R 7AQ