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| **Site:** | Woodstock East, Oxfordshire |
| **Planning Application No.:** | 16/01364/OUT |
| **Date:** | 18 May 2018 |
| **Parties:** | 1. The Oxfordshire County Council ( the Council)
2. The Sunderland Foundation ( the Owner)
3. J A Pye (Oxford) Limited (the Developer)
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| **Contributions**  | **Amount** | **Index** | **Trigger** | **Purpose** |
| **Bus Infrastructure Contribution**  | £41,730.00 | BCIS Price Adjustment Formulae (Civil Engerining) April 2016 | Commencement  | Towards bus stop infrastructure for two bus stops on the A44 in the vicinity of the Site including bus shelters, flags, poles and information cases and toward the installation of real time information displays and the future maintenance of the infrastructure. |
| **Bus Service Contribution**  | £300,000.00 | RPIXApril 2016 | Prior to occupation of 25th Dwelling | Towards the improvement of bus service provision improving frequency and hours of operation between Witney, Woodstock and Oxford Parkway.  |
| **MUGA Contribution**  | £221,125.00 | BCIS PUBSEC(Q 2 2017) | Prior to first occupation  | Towards the construction installation and maintenance of a sports facility for use by Woodstock Primary School and the local community.  |
| **Primary Education Contribution\*** | £1,681,115.00Payable in 2 instalments:1. £840,558; and 2. £840,557 | BCIS PUBSEC(Q 4 2014) | Instalment 1: CommencementInstalment 2: First Occupation | Towards the expansion of Woodstock CE Primary School.  |
| **Secondary Education Contribution\***  | £1,248,935.00Payable in 2 instalments:1. £624,467; and 2. £624,468. | BCIS PUBSEC(Q 4 2014) | Instalment 1: prior to Occupation of 75th DwellingInstalment 2: prior to Occupation of 150th Dwelling | Towards the expansion of secondary education facilities at Marlborough CE School. |
| **Temporary Transport Contribution** | £38,000 | RPIXApril 2016 | From first Occupation, every school year (or pro rata as applicable) until the school Primary School has expanded or 7 years has passed | Transporting children from the Site to the other primary education facilities prior to the opening of the expansion to Woodstock Primary School. |
| **Transport Strategy Contribution**  | £162,500.00 | BCIS Price Adjustment Formulae (Civil Engineering) April 2016 | Prior to Occupation of 45th Dwelling House | Cost of delivering the A44 corridor Oxford Park and ride car park as per the Oxford Transport Strategy.  |
| **Travel Plan Monitoring Contribution**  | £2,040.00 | N/A | Commencement | Monitoring of the framework travel plan for the Site |
|  **PLEASE ALSO NOTE THAT:****1. \*Supplemental Payments**There are provisions which allow for the Council to require a supplemental payment for the education contributions in the event that the housing mix changes from that estimated at the time of the County consultation. To comply with these provisions the Owner/ Developer must on each return date (1 April and 1 October):* Notify the Council of (i) the number of Dwellings Occupied; and (ii) the number 1-bed, 2-bed, 3-bed and 4(or more)-bed dwellings occupied since the last return date; and
* Notify the Council of (i) the number of Dwellings Occupied; and (ii) the number1-bed, 2-bed, 3-bed and 4 (or more)-bed dwellings in total on the Development.
* On any return date after the Occupation of the 50th Dwelling, where the contribution calculated in accordance with the mix of housing set out in the notification to the Council, amounts to a sum higher than the original education contributions a supplemental payment shall be due to the Council.

**2. Additional payments:*** A contribution towards the reallocation costs for the nursery - see the section on the Nursery Schedule below; and
* The second instalment of the monitoring fee is payable on commencement ( see details below).
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|  **OTHER SCHEDULES** |
| **Forms of security -**  |
| The Owner and the Developer agree with the Council not to:* commence until it has provided either a bond or cash deposit deed to the Council in respect of the contributions; and
* Occupy more than 50 Dwellings until it has provided either a bond or cash deposit deed to the Council in respect of the Nursery Works.
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| **Highway Works**  |
| The Owner and the Developer agree with the Council not to:* Commence until in principle drawings of the works, duration of construction of the Works, commuted maintenance of the Works and a plan identifying the land to be dedicated for the purposes of the Works have been submitted and approved by the Council;
* Occupy any Dwelling until (a) A44 access arrangements, and (e) the cycleway form the Bladon roundabout have been completed; and
* Occupy more than 45 Dwellings until (b) site access onto Shipton Road, (c) capacity enhancements of the A44 Bladon roundabout, (d) the widening of Lower Road and (f) the introduction of 40mph limit have been completed.
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| **Nursery Works**  |
| Under clause 6: Should other permissions for residential development be granted in the vicinity of this Site the parties will review this Deed and if appropriate enter into a Deed of Variation to remove the requirement to build the new nursery and substitute alternative provisions.  In the event that the Nursery School works do proceed, the Owner agrees with the Council not to:* Commence the Nursery School Works until the Nursery School Plan has been submitted to and approved by the Council;
* Commence Phase 2 or the Nursery School Works until the precise boundaries of the Nursery School Site have been agreed;
* Occupy more than 90 Dwellings until the Nursery School has been constructed in accordance with the Standard Conditions (Schools) and the Nursery School Transfer has been executed;
* Occupy more than 100 Dwellings at the Site until the Council has certified practical completion of the nursery school; or
* Occupy more than 50 Dwellings until the Building Contract for the Nursery School Works has been let OR if the Developer or Owner is the Building Contractor the Council has been notified of that fact.

The Owner agrees: * 6 months prior to the Occupation of the 90th Dwelling to complete the construction of:
	+ Permanent vehicular access to the Nursery (to adoption standards); and
	+ Cycle and pedestrian access across the site to the nursery as agreed with the Council to adoption standard (with lighting).
* prior to the Occupation of the 90th Dwelling to:
	+ construct pedestrian and cycle access from Plan Tree Way and from the land to the rear of Flemings Road and Hedge End to adoption standard (with lighting); and
	+ design the road network in the vicinity of the nursery.

 The Owner and the Developer agree:* Not to allow any drainage to be directed to the nursery school site
* Not to erect any mobile phone mast with 200 metres of the nursery school boundary;
* Not to alter the levels on the nursery school site and within 10 meters other than (1) in accordance with the levels scheme in the standard conditions (schools) or (2) by agreement with the Council;
* To relocate (at their own cost) any overhead cables over the nursery site or with 50 metres of it and any underground cable under the site oir within 5 metres of it; and
* To pay £2000 to the Council for the nursery provider to relocate to the new premises.

  The agreement also contains provisions in respect of the Nursery school transfer in Part 2 of the Schedule.  |
| **OTHER** |
| **Long Stop for repayment**  | 10 Years  |
| **Monitoring fee**  | Sum of £10,900.00 payable in two payments being:* £1,500.00 - PAID on completion; and
* £9,400.00 - payable on commencement.
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|  **Deed of Covenant**  | Not to dispose of any interest in the site without first procuring a deed of covenant in the form annexed to ensure that the new owner will comply with the requirement of the agreement. |