

STANDARD TRIPARTITE AGREEMENT

[this format will be adjusted as appropriate if the agreement involves the City Council only]

DATED _____ 20

[NAME OF APPLICANT/DEVELOPER/OWNER]

- and -

THE OXFORD CITY COUNCIL

- and -

THE OXFORDSHIRE COUNTY COUNCIL

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990
relating to **[INSERT NAME OF SITE]** and
planning application no. **[INSERT REF]**

Draft :

Date :

File Ref : 231/3/

J J Thomas
Head of Legal & Democratic Services
Oxford City Council
The Town Hall
Blue Boar Street
OXFORD OX1 4EY

[This 'skeleton' agreement is in indicative model form for routine planning obligations. It is not intended to be definitive. Variations may be necessary to address site specific issues or to take account of further developments in law or practice.]

THIS AGREEMENT by way of Deed is made on

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B E T W E E N:

- 1 **[Insert applicant name and address]** ("the Applicant")
- 2 **THE OXFORD CITY COUNCIL** of The Town Hall Blue Boar Street Oxford OX1 4EY ("the City Council") [and]
3. **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1 1ND ("the County Council") [and]
4. **[insert details of developer/owner/mortgagee as appropriate]**

1. INTRODUCTION

- 1.1 The City Council is the local planning authority for the City of Oxford for the purposes of the Town and Country Planning Act 1990
- 1.2 The County Council is the county planning authority for the area which includes the Land for the purposes of the Town and Country Planning Act 1990 and is the highway authority for the purposes of the Highways Act 1980 and the traffic authority for the purposes of the Road Traffic Regulation Act 1984 for certain highways for that area and it also has powers and duties in respect of the provision of education and library facilities **[it may be appropriate for this to be adjusted further]**
- 1.3 This Agreement relates to land at [insert address]
- 1.4 The Applicant is the [freehold owner] of the Land **[Insert description of status of other parties as appropriate]**
- 1.5 By the Application the Applicant has applied to the City Council for planning permission
- 1.6 The City Council has resolved to grant the Planning Permission subject to completion of this Agreement
- 1.7 The Applicant is willing **[insert list of contributions/on-site measures to be covered by the agreement]**
- 1.8 **[The obligations contained in this Agreement are appropriate for the Development further to the Planning Application for x dwellings and therefore different or other obligations may be required for a development of more or less than x dwellings but this shall not fetter the discretion of the [City Council] [County Council] in consideration of any other planning application]**

2. DEFINITIONS AND INTERPRETATION

The following words and definitions shall have the following meanings in this Agreement:

- 2.1 'Act' means the Town and Country Planning Act 1990 and any statutory amendment modification or re-enactment of the same for the time being in force
- 2.2 'Application' means the application **[insert details of application]**
- 2.3 'Commencement of the Development' means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance demolition work archaeological investigations investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and laying of services in connection with works for construction purposes erection of any temporary means of enclosure the temporary display of site notices or advertisements and

- “commence” and “commencement” shall be construed accordingly
- 2.4 ‘the Development’ means the development proposed for the Land under the Application
- 2.5 [Insert definitions of the sums payable and the amount of the contribution eg ‘the Footpath Contribution’ means the sum of £20,000 (Twenty Thousand Pounds) Index Linked]
 [For outline permissions a formula may be inserted to allow for a proportionate increase in the sums payable if the indicative number of residential units/floorspace is increased at the reserved matters application stage eg if the dwellings constructed on the site exceed ‘x’ an additional payment index-linked per additional dwelling shall be payable]
 Insert definitions of any appropriate on-site measures eg
 ‘Play Area’ means the area for the provision of a children’s play area shown “x” on plan no “y”]
 [Refer to clauses insert for housing definitions]
- 2.6 ‘Index-Linked’ means
- 2.6.1 in relation to [insert any relevant transport related contribution] adjusted according to any fluctuations occurring between [June 2006] and the date of payment to the County Council in a composite index comprised of the following (civil engineering formula – 1990 series) indices of the Monthly Bulletin of Indices - Prices Adjustment Formulae for Construction Contracts published on behalf of the Department of Trade and Industry weighted in the proportions below set out against each such index namely:-
- | | |
|--|-----|
| Index 1 Labour and supervision | 25% |
| Index 2 Plant and road vehicles | 25% |
| Index 3 Aggregates | 30% |
| Index 9 Coated macadam and bituminous products | 20% |
- or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Applicant and the County Council
- 2.6.2 [insert if appropriate] in relation to the Affordable Housing Sum adjusted according to any fluctuations in the Halifax Price Index for the South East occurring between the date twelve months from the date of this Agreement and the date of payment
- 2.6.3 in relation to the [insert the definition of any other financial contribution payable] adjusted according to any fluctuations occurring between [Second Quarter 2006] and the Quarter period during which the contribution becomes payable in the BCIS All-In Tender Price Index published in the Quarterly Review of Building Prices by the Royal Institution of Chartered Surveyors
- 2.7 ‘Land’ means the land shown ‘x’ on the Plan and described in recital 1.3 above
- 2.8 ‘Planning Permission’ means the planning permission for the Development to be granted pursuant to this Agreement
- 2.8 The masculine shall include other genders and vice versa and the singular the plural and vice versa
- 2.9 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement
- 2.10 Where a party includes more than one person any obligation on that party shall be joint and several
- 2.11 [Where more than one party enters into any obligation or liability those parties are jointly and severally liable]

IT IS AGREED:**3. APPLICATION OF THE ACT**

This Agreement is made under Section 106 of the Act

4. PLANNING OBLIGATIONS

4.1 The covenants by the Applicant as the freehold owner of the Land in this Agreement constitute a planning obligation for the purposes of Section 106 of the Act which shall be enforceable by the City Council and separately by the County Council against the Applicant and any person deriving title from the Applicant [or adjust if applicant is not freehold owner]

4.2 No person shall be liable for a breach of a covenant contained in this Agreement after having parted with all interest in the Land but shall remain liable for any breach antecedent to having parted with such interest

4.3 [Mortgagee in possession clauses may be considered by the City Council if appropriate]

4.4 [This Agreement shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them [Insert as appropriate] [applies if payment of all contributions are made in full on or before commencement of development]

5. APPLICANT'S COVENANTS

The Applicant covenants with the City Council to observe and perform the covenants contained in Schedule One to this Agreement and covenants with the County Council to observe and perform the covenants contained in Schedule Two to this Agreement

6. INTEREST

The Applicant covenants that if any sum due to the City Council [or the County Council as appropriate] under this Agreement is not paid on or before the due date interest shall be due and payable to the City Council [or the County Council as appropriate] at the rate of 4% per annum above the base lending rate of Lloyds TSB Bank Plc from time to time for the period from the due date until payment is made to the City Council [or the County Council as appropriate]

7. LOCAL LAND CHARGE

7.1 This Agreement shall be registered as a local land charge on the Land

7.2 Following the performance and satisfaction of all the obligations or the expiry of the obligations contained in this Agreement the City Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

8. THE CITY COUNCIL'S COVENANTS

The City Council covenants with the Applicant to observe and perform the covenants contained in Schedule Three to this Agreement

9. THE COUNTY COUNCIL'S COVENANTS

- 9.1 The County Council covenants with the Applicant to observe and perform the covenants contained in Schedule Four to this Agreement
- 9.2 The County Council covenants with the City Council to observe and perform the covenants contained in Schedule Five to this Agreement

10. THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to any of the provisions of this Agreement

11. CONDITIONALITY

This Agreement is conditional upon:

- (i) the grant of the Planning Permission; save for the provisions of ([Clauses legal costs clause jurisdiction and delivery clauses and any other relevant provisions]) which shall come into effect immediately upon completion of this Agreement
- (ii) the obligations on the part of the Applicant set out in clauses [relevant clauses to be stated] of Schedule 1 and clauses [relevant clauses] of Schedule 2 shall also be conditional upon Commencement of Development

12. CONSENT

Where any term of this Agreement requires the agreement approval consent or expression of satisfaction of any party hereto such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed

13. NO WAIVER

No alteration in the terms of this Agreement nor any forbearance or forgiveness on the part of the [City Council] [County Council] in or in the extent or nature of any matter or thing concerning this Agreement shall in any way release the Applicant from any liability under this Agreement

14. NO FETTER

Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the [City Council] [County Council] in the exercise of their respective functions in any capacity

15. VAT

All monies payable in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable

16. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of

England and Wales

17. DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

18. ALTERNATIVE DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Development in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement

IN WITNESS whereof the parties have executed this Agreement as a deed on the day and year first before written

SCHEDULE ONE
APPLICANT'S COVENANTS WITH THE CITY COUNCIL

1. THE CITY COUNCIL'S COSTS

- 1.1 To pay to the City Council on completion of this Agreement the City Council's legal costs of preparing and completing this Agreement
- 1.2 To pay the City Council within 21 days of completion of this Agreement the sum of (x) as a contribution towards the cost of administering and managing this Agreement (including the payments further to this Agreement)

2. NOTIFY THE CITY COUNCIL OF COMMENCEMENT OF DEVELOPMENT

To notify the City Council within 14 days of Commencement of the Development that commencement has taken place

3. NOTIFY THE CITY COUNCIL OF PAYMENT

Promptly on payment of each of the County Contributions to the County Council to so notify the City Council in writing

4. NOTIFY THE CITY COUNCIL OF DISPOSAL OF LAND

To give the City Council written notice of any disposal of his interest in the Land (other than disposals of individual dwellings) and of the name and address of the new owner and the date of disposal within 14 days of such disposal

5. [INSERT DEFINITION OF ANY FINANCIAL CONTRIBUTION]

Not to cause or permit Commencement of the Development [or any other trigger for payment] until it has paid the [insert definition of any contributions payable to the City Council] to the City Council.

6. [INSERT ANY APPROPRIATE CITY COUNCIL ON-SITE MEASURES]

SCHEDULE TWO
APPLICANT'S COVENANTS WITH THE COUNTY COUNCIL

1. THE COUNTY COUNCIL'S COSTS

- 1.1 To pay to the County Council on completion of this Agreement the County Council's legal costs of this Agreement
- 1.2 To pay the County Council within 21 days of completion of this Agreement the sum of (x) as a contribution towards the cost of administering and managing this Agreement (including the payments further to this Agreement)
2. **NOTIFY THE COUNTY COUNCIL OF COMMENCEMENT OF DEVELOPMENT**
To notify the County Council within 14 days of Commencement of the Development that commencement has taken place
3. **NOTIFY THE COUNTY COUNCIL OF DISPOSAL OF THE LAND**
To give the County Council written notice of any disposal of his interest in the Land (other than disposals of individual dwellings) and of the name and address of the new owner and the date of the disposal within 14 days of such disposal
4. **COUNTY CONTRIBUTIONS**
Not to cause or permit the Commencement of the Development [or any other trigger for payment] until the Applicant has paid the [insert definitions of contributions payable to County Council] to the County Council
5. **[INSERT ANY APPROPRIATE COUNTY COUNCIL ON-SITE MEASURES]**

**SCHEDULE THREE
CITY COUNCIL COVENANTS WITH THE APPLICANT**

1. **CONTRIBUTIONS**
[insert clauses defining the contributions payable and the purpose they will be used for – SEE City Council covenants insert
2. **REPAYMENT OF CONTRIBUTIONS**
 - 2.1 Following written request from the Applicant the City Council will pay to the Applicant the balance (if any) of the 'x' Sum [other than the Public Open Space/Biodiversity/Play Area/Maintenance Sum] which at the date of the receipt of such written request has not been expended or contracted to be expended in accordance with the provisions of this Agreement together with interest which has accrued on the balance (after deduction of tax where required and any other sum required to be deducted by law) provided always that no such request shall be made prior to the expiration of 'x' years from the due date of payment
 - 2.2 The City Council shall provide to the Applicant such evidence as the Applicant shall reasonably require (not more than once in every period of 12 months) in order to confirm the expenditure of the sums paid by the Applicant under this Agreement.
3. **DISCHARGE OF OBLIGATIONS**

At the written request of the Applicant the City Council shall provide written confirmation of the discharge of the obligations contained in this Agreement relating to the City Council covenants when satisfied that such obligations have been performed.

**SCHEDULE FOUR
COUNTY COUNCIL COVENANTS WITH THE APPLICANT**

1. CONTRIBUTIONS

[insert clauses defining the contributions payable and the purpose they will be used for – SEE County Council covenants insert

2. REPAYMENT OF CONTRIBUTIONS

2.1 Following written request from the Applicant the County Council will pay to the Applicant the balance (if any) of the 'x' Sum which at the date of the receipt of such written request has not been expended or contracted to be expended in accordance with the provisions of this Agreement together with interest which has accrued on the balance (after deduction of tax where required and any other sum required to be deducted by law) provided always that no such request shall be made prior to the expiration of 'x' years from the due date of payment

2.2 The County Council shall provide to the Applicant such evidence as the Applicant shall reasonably require (not more than once in every period of 12 months) in order to confirm the expenditure of the sums paid by the Applicant under this Agreement.

3. DISCHARGE OF OBLIGATIONS

At the written request of the Applicant the County Council shall provide written confirmation of the discharge of the obligations contained in this Agreement relating to the County Council covenants when satisfied that such obligations have been performed.

SCHEDULE FIVE

[APPLIES IF COUNTY TRANSPORT CONTRIBUTIONS ARE OVER £20.000 IN VALUE]

The County Council covenants with the City Council to discuss with the City Council the programming and expenditure of the Transport Sum and the timescale for the execution of the measures to be funded by the Transport Sum.

THE COMMON SEAL of **[insert title of developer]**

was hereunto affixed)

in the presence)

of:-)

Director

Director/Secretary

**THE COMMON SEAL of THE OXFORD
CITY COUNCIL** was hereunto affixed to this)
document which is executed
as a deed)
by Order of the Council in the presence)
of:-)
Nominated Officer

**THE COMMON SEAL of THE
OXFORDSHIRE COUNTY COUNCIL**)
was hereunto affixed in the presence)
of:-)
Solicitor to the Council/ Designated Officer

City Council covenants insert	
Affordable Housing off-site residential or commercial dev't	To use the Affordable Housing Sum only for the provision of affordable housing in Oxford.
Biodiversity/Relocation of species	To use the Biodiversity Sum only for the provision of [insert appropriate wording for the creation of a biodiversity feature]. To use the Translocation Sum only for the translocation of [specify plants species to be translocated] from [show areas on plan] to a suitable alternative site [add any further specification].
Maintenance	To use the Public Open Space/Biodiversity/Play Area/Maintenance Sum only for the future maintenance of the [insert as appropriate]
Public Art	To use the Public Art Sum only for the provision of a work of art on the Development site [or in the vicinity of the Land and which relates to the Development]. The contribution may be used to cover any relevant costs including (but not limited to) those associated with project management commissioning fabrication installation and on-going maintenance To prepare the Land for the Work(s) of Art as agreed with the City Council up to a maximum value of £x."
Public Open Space/Park/ Ecology/Play Area/Sports Grounds/ Indoor Sports Facilities/ Community Facilities Allotments (off-site provision)	To use the Public Open Space/Park/ Ecology Area Sum/Play Area Sum/Sports Grounds Sum/Indoor Sports Facilities Sum/Community Facilities Sum/Allotments Facilities Sum only for the provision or enhancement of public open space/ facilities [insert as applicable] in the vicinity of the Land and which relates to the Development (or for such other purpose for the benefit of the Development as the Applicant and the City Council shall agree).

City or County Council covenants insert	
Environmental Improvements/ tourist information signs	To use the Environmental Improvements Sum only for environmental improvements in the [specify location]
Park and Ride	To use the Park and Ride Sum only for the provision of Park and Ride facilities and related measures.

County Council covenants insert	
Bus Service and Bus Priority Measures	To use the Bus Service and Facilities Sum only for the provision of or improvements to bus services, bus priority measures and passenger access which may include bus shelters and real time information systems and waiting facilities and which relate to the Development (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree).
Controlled Parking Zone	To use the Controlled Parking Zone Sum only for the design, promotion (and if applicable) implementation and administration of a controlled parking zone in the vicinity of the Land and which relate to the Development (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree)
Education Facilities	To use the Education Sum only for the provision of education facilities for [insert a specific early years facility, primary school, secondary school, sixth form or special education needs facilities as appropriate] (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree).
Infrastructure measures	To use the Waste Recycling Centres/Museum Resource Centre/Day Care Facility for adults/Youth Service Sum only for the costs of the provision and/or improvement of waste recycling facilities at Redbridge [or insert as appropriate] serving the Development (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree).
Library Facilities	To use the Library Sum only for local library infrastructure (including book stock) which may include [insert a specific local library and/or the Westgate Central library and the mobile library service if appropriate] (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree).
Pedestrian and Cycle Routes (provision of specific off-site routes)	To use the Pedestrian and Cycle Routes Sum only for the provision of [specify a particular route] (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree)
Pedestrian and Cycle Facilities or Motorbike parking (off-site)	To use the Pedestrian and Cycle Facilities/Motorbike Parking Sum only for cycle and pedestrian facilities in the vicinity of the Land and which relate to the Development (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree).
Transport Measures	To use the Transport Sum only for [insert specific transport improvement measures identified] or for improvements to transport facilities in the vicinity of the Land and which relate to the Development (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall

	agree).
Transport Measures in General (multi-purpose contributions)	To use the Transport Sum only for infrastructure measures to improve access to the Land by means other than private cars and/or mitigate the impact of the Development which may include Park and Ride schemes, public transport provision, measures to facilitate cycling and/or walking and the design, introduction, administration and enforcement of car parking and traffic management in the vicinity of the Land and which relates to the Development (or for such other purpose for the benefit of the Development as the Applicant and the County Council shall agree).

City Council on-site measures	
Affordable Housing on-site	<p>DEFINITIONS AND INTERPRETATION</p> <p>Affordable Housing definition ‘Affordable Housing’ means dwellings at a rent or price that can be afforded by people who are in housing need and would otherwise be accommodated by the City Council</p> <p>Affordable Housing Units definition – outline application ‘Affordable Housing Units’ means dwellings: not to be occupied unless they are either: [if rented] (a) let at weekly rents both for initial lettings and relets which do not exceed the relevant Housing Corporation capped rent set in accordance with Housing Corporation guidance and in terms complying with the Housing Corporation’s Assured Tenants’ Charter or equivalent or [if shared ownership] (b) disposed of on a long term shared ownership lease with the initial equity share being no more than 25% of the open market value of the dwelling and rents set at no more than 2.75% of the unsold equity</p> <p>and only those persons nominated in accordance with the Partnership Agreement and Common Housing Register shall occupy the Affordable Housing Units.</p> <p>50% of the Residential Units shall be provided on the Affordable Housing Land. No Affordable Housing Units shall be provided other than 80% Social Rented Housing and 20% Shared Ownership</p> <p>The distribution of the Affordable Housing Units throughout the Development shall be in accordance with an Affordable Housing Scheme which shall be first approved in writing by the City Council prior to the Commencement of the Development</p>

The strategic mix sought for affordable dwellings are as follows		
City centre sites [delete as applicable]		
Property Size (bedrooms)	Social rented	Shared ownership
1	5%	10%
2	40%	10%
3	25%	0%
4	10%	0%
Total	80%	20%
Out of centre sites [delete as applicable]		
Property Size (bedrooms)	Social rented	Shared ownership
1	5%	10%
2	10%	10%
3	50%	0%
4	15%	0%
Total	80%	20%
Affordable Housing Units definition - full or reserved matters application		
‘Affordable Housing Units’ means dwellings to be constructed on that part of the Development shown ‘x’ on the Plan comprising: [add list of affordable housing units by plot reference and bedroom/person numbers distinguishing units for rent and shared ownership]. The Affordable Housing Units shall not occupied unless they are either:		
[if rented]		
(a) let at weekly rents both for initial lettings and relets which do not exceed the relevant Housing Corporation capped rent set in accordance with Housing Corporation guidance and on terms complying with the Housing Corporation’s Assured Tenants’ Charter or equivalent		
or		
[if shared ownership]		
(c) disposed of on a long term shared ownership lease with the initial equity share being no more than 25% of the open market value of the dwelling and rents set at no more than 2.75% of the unsold equity		
and only those persons nominated in accordance with the e Partnership Agreement and Common Housing Register shall occupy the Affordable Housing Units		

Affordable Housing Land

'Affordable Housing Land' means the land approved by the City Council for the construction of the Affordable Housing Units

Common Housing Register

'Common Housing Register' means a partnership between Oxford City Council and a RSL and contains a list of people who want a dwelling in Oxford

(The Nominations Agreements that were attached to the model agreement have been deleted as a consequence)

Partnership Agreement

'Partnership Agreement' means a framework for the partnership working between Oxford City Council and a RSL operating in Oxford City specifically in relation to the operation of a Common Housing Register and the allocation of social rented housing

Residential Unit

'Residential Unit' means a building designed for residential occupation by a single household and includes a Residential Unit built as an Affordable Housing Unit

Registered Social Landlord

'RSL' means a registered social landlord as defined by the Housing Act 1996 and registered as such by the Housing Corporation in accordance with that Act

SCHEDULE ONE
(APPLICANT'S COVENANTS)

RESTRICTION ON USE OF LAND

Not to use the Land on which the Affordable Housing Units are to be constructed (or any part thereof) other than for the purpose of providing the Affordable Housing Units. No Affordable Housing Units shall be occupied other than by a person nominated in accordance with the Partnership Agreement and Common Housing Register.

**PARTNERSHIP AGREEMENT AND BUILDING CONTRACT
 FOR AFFORDABLE HOUSING REQUIRED BEFORE
 COMMENCEMENT OF DEVELOPMENT**

Not to cause or permit Commencement of Development until the Applicant has:

1. procured that a RSL has entered into the Partnership Agreement with the City Council
- 2 entered into a building contract with the RSL in respect of the Affordable Housing Units and
- 3 provided the City Council with a copy of the building contract referred to in paragraph [insert para number of the

sub-clause above] such copy to be certified a true copy by a Solicitor

4 obtained the approval of the City Council to the level of servicing of and allocation of responsibility for the cost of servicing such Units

CONSTRUCTION OF AFFORDABLE HOUSING UNITS

To procure that the Affordable Housing Units are constructed to the standard required to at least meet the provisions of the:

- 1 Housing Corporation Scheme Development Standards current at Commencement of Development
- 2 Lifetime Homes Standards (Joseph Rowntree Foundation) 2000 or subsequent update current at Commencement of Development
- 3 Eco Homes Standard 'Excellent' (EcoHomes: The environmental rating for homes BRE April 2000 or subsequent update) current at Commencement of Development
- 4 Energy Efficiency Best Practice in Housing (Energy Efficiency Best Practice in Housing Energy Saving Trust July 2003) or subsequent update current at Commencement of Development

SALES OF AFFORDABLE HOUSING TO RSL

There shall be no legal completion of the sale of more than 50% of the Residential Units comprised within the Development excluding the Affordable Housing Units until:

- 1 the Affordable Housing Units have been fully constructed and are finished ready for immediate occupation

[amend as applicable if scheme does not involve flats]

- 2 the leasehold interest of those Affordable Housing Units which are flats has been transferred to a RSL on a term of not less than 130 years and the freehold interest of those Affordable Housing Units which are houses has been transferred to a RSL in accordance with the Form of Transfer below

FORM OF TRANSFER

The Transfer by the Applicant to the RSL pursuant to paragraph (x) of this Schedule shall be prepared by the Applicant's solicitors at the cost of the Applicant and shall contain inter alia:

- 1 the grant by the Applicant to the RSL of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units
- 2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the beneficial occupation and enjoyment of the rest of the Development
- 3 such other reasonable covenants as the RSL and Applicant may each reasonably require to procure the occupation of the Affordable Housing Units and the rest of the Development.

Affordable Housing - Staff Accommodation	<p>DEFINITIONS AND INTERPRETATION</p> <p>Staff Accommodation definition – outline application ‘Staff Accommodation’ means dwellings for [insert specific categories of employees to be entitled to occupy the dwellings] which shall not be occupied unless they are either:</p> <p>[if rented] (a) let at weekly rents both for initial lettings and relets which do not exceed the relevant Housing Corporation capped rent set in accordance with Housing Corporation guidance and on terms complying with the Housing Corporations Assured Tenants’ Charter or equivalent or [if shared ownership] (b) disposed of on a long term shared ownership lease with the initial equity share being no more than 25% of the open market value of the dwelling and rents set at no more than 2.75% of the unsold equity</p> <p>Staff Accommodation definition - full or reserved matters application ‘Staff Accommodation’ means dwellings for [insert specific categories of employees to be entitled to occupy the dwellings] which shall not be occupied unless they are either:</p> <p>[if rented] (a) let at weekly rents, both for initial lettings and relets, which do not exceed the relevant Housing Corporation target rent, set in accordance with Housing Corporation guidance and on terms complying with the Housing Corporation’s Assured Tenants’ Charter or equivalent or [if shared ownership] (c) disposed of on a long term shared ownership lease with the initial equity share being no more than 25% of the open market value of the dwelling and rents set at no more than 2.75% of the unsold equity</p> <p>Key Workers definition: ‘Key Worker’ means a person employed in a front line role delivering an essential public service where there are serious recruitment and retention problems and in a group recommended for inclusion by the Regional Housing Board</p> <p>Staff Accommodation Units definition - Outline application ‘Staff Accommodation Units’ means 80% of the Residential Units that are to be provided on the Staff Accommodation Land as Staff Accommodation {insert % of mix of Social Rented Housing and Shared Ownership Housing and if appropriate the number of self-contained dwellings and accommodation with shared facilities}</p>
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Staff Accommodation Units definition - full or reserved matters

‘Staff Accommodation Units’ means the dwellings to be constructed on that part of the Development shown **x** on the Plan comprising:

[add list of Staff Accommodation units by plot reference and bedrooms person numbers distinguishing whether they are to be self-contained or accommodation with shared facilities]

Staff Accommodation Housing Units definition

‘Staff Accommodation Housing Units’ means the dwellings to be constructed on that part of the Development shown **x** on the Plan comprising:

[list details & numbers of key worker units/other service provider units]

for occupation solely by a household that includes at least one person who is eligible for key worker housing under any agreement between his or her employer, the Council and a RSL

Staff Accommodation Land

‘Staff Accommodation Land’ means the land approved by the City Council for the construction of the Staff Accommodation Units

Residential Unit

‘Residential Unit’ means a building designed for residential occupation by a single household and includes a Residential Unit built as an Affordable Housing Unit

SCHEDULE ONE
(APPLICANT’S COVENANTS)

RESTRICTION ON USE OF LAND

Not to use the Land on which the Staff Accommodation Units are to be constructed (or any part thereof) other than for the purpose of providing the Staff Accommodation Units.

CONSTRUCTION OF STAFF ACCOMMODATION UNITS

To procure that the Staff Accommodation Units are constructed to the standard required to at least meet the provisions of the:

- 1 Housing Corporation Scheme Development Standards current at Commencement of Development
- 2 Lifetime Homes Standards (Joseph Rowntree Foundation) 2000 or subsequent update current at Commencement of Development
- 3 Eco Homes Standard ‘Excellent’ [EcoHomes: The environmental rating for homes BRE April 2000 or subsequent update current at Commencement of Development]
- 4 Energy Efficiency Best Practice in Housing (Energy Efficiency Best Practice in Housing Energy Saving Trust July 2003 or subsequent update) current at Commencement of

	Development.
Biodiversity (on-site)	<p>Applicant to Create New Habitat To submit to the City Council with [specify time period] a written scheme together with appropriate plans for the management and maintenance of the [title of new habitat] scheme to be approved by the City Council in writing (“the Approved Scheme”) [and for the scheme to provide for [insert details of scheme]. To complete any works necessary under the Approved Scheme within [insert timescale] of receipt of written approval from the City Council.</p> <p>To implement immediately on completion of the said works the methods under the Approved Scheme to manage and maintain the [title of habitat] and thereafter not to make any substantial changes to any works carried out under nor to the management under the Approved Scheme without the prior written consent of the City Council</p> <p>If the Applicant fails at any time to manage the Approved Scheme or maintain it then the City Council may serve written notice on the Applicant specifying the remedial steps to be taken to ensure that the terms of the Approved Scheme are complied with and specifying a reasonable period within which such remedial steps must be taken and if the Applicant shall fail to comply with that remedial notice the Applicant will permit the City Council to carry out the works required to remedy any default and will repay to the City Council the cost of such works .</p> <p>Management of Habitat From henceforth to manage the area of [title of habitat] (“the site”) in perpetuity in accordance with the provisions of the Schedule [insert schedule describing the specific characteristics of the habitat and the measures required for the management of the areas].</p> <p>That no substantial changes to management of the Site will be made without the written consent of the City Council To allow representatives of the City Council to visit the Site on prior written request to ensure that the terms of this Agreement are being complied with and to permit a member of the City Council’s staff to visit the Site at least once a year on prior notice.</p> <p>If the Applicant shall fail to maintain the Site in accordance with the terms of this Agreement then except in case of emergency the City Council may serve written notice on the Applicant specifying remedial steps to be taken and specifying a reasonable period within which such steps must be taken. If the Applicant shall fail to comply with that notice or in case of emergency the Applicant will permit the City Council to carry out the works required to remedy the default and will repay to the Council the cost thereof.</p>
Play area (on-site provision)	Not to cause or permit [insert a fixed amount of development] to be occupied before the Applicant has at its own expense constructed the Play Area in accordance with a specification to be agreed with the City Council in writing within [insert a fixed period]

	<p>and to keep the Play Area in a tidy and well maintained condition until it is transferred to the City Council.</p> <p>Within [insert time period] of completion of the Play Area to transfer the Play Area to the City Council for the sum of £1 (one pound) on the terms set out in the Public Open Space on-site provision clause</p>
Public Art	<p>[Public Art to be defined under Definitions and Interpretation – Clause 2] Public Art on-site: Before Commencement of Development, a scheme shall be agreed for Public Art to a value of £x on the land identified on the approved plan [or such location as may otherwise be agreed in writing with the City Council]. The development shall be undertaken in accordance with the details as approved and Public Art shall be provided [before the building is brought into use/before the xth residential unit is occupied/before x percentage of the Development is complete]</p> <p>Thereafter the Public Art shall be maintained in a clean and tidy condition in perpetuity or until decommissioned. The Public Art may not be decommissioned before [date] without the prior approval of the City Council.</p>
Public Open Space (on-site provision)	<p>[Open Space Land, Open Space Date and Maintenance Contribution to be defined under Definitions and Interpretation – Clause 2]</p> <p>From the Open Space Date the Open Space Land shall at all times be available for use by members of the public as open space as defined in the Open Space Act 1906 provided that this shall not inhibit the installation and maintenance of service media beneath the Open Space Land.</p> <p>The City Council will if so notified in writing by the Applicant following the Open Space Date and subject to the condition of the Open Space Land according with the landscape management plan approved by the City Council accept a transfer of Open Space Land on the terms set out in the Schedule at a nominal consideration of £1 and on completion of the transfer of the Open Space Land the Applicant shall pay to the City Council the Open Space Maintenance Contribution (Index Linked)</p> <p>THE SCHEDULE</p> <p>Terms of agreement for transfer of the Open Space Land</p> <ol style="list-style-type: none"> 1 The Standard Conditions of Sale (3rd Edition) shall apply insofar as they are not varied by or inconsistent with the provisions of this Schedule. 2 The Open Space Land will be transferred subject to the following but otherwise free from encumbrances.

	<p>2.1 All local land charges whether registered or not before the date of this Agreement and all matters registerable or capable of registration as local land charges (whether or not actually registered).</p> <p>2.2 All notices charges orders resolutions demands regulations restrictions agreements directions entries proposals requirements or other matters affecting or relating to the Open Space Land given or made by a Government department statutory undertaker or other public body or local authority or arising under any enactment or any regulation or order made under any enactment.</p> <p>2.3 All rights easements quasi easements exceptions privileges or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement.</p> <p>2.4 The matters contained or referred to in the registers of Title No "x" and [the provisions of this Agreement] the Council shall not raise requisitions in respect of any such matters.</p> <p>3 Title to the Open Space Land shall be deduced in accordance with Section 110 of the Land Registration Act 1925.</p> <p>4 The transfer of Open Space Land shall:-</p> <p>4.1 except and reserve such easements rights and privileges as may reasonably be required by the Applicant for the satisfactory and comprehensive development of the remainder of the Land and its future enjoyment.</p> <p>4.2 contain a covenant by the City Council with intent to bind so far as legally may be the City Council and its successors in title and assigns owners and occupiers of the Open Space Land and each and every part of it not to use the Open Space Land other than for open space purposes as defined in the Open Space Act 1906.</p> <p>4.3 contain an indemnity by the City Council in favour of the Applicant in respect of any liability for any future breach of the provisions of the documents referred to in paragraph '2.4' above insofar as they affect the Open Space Land and are still subsisting and capable of taking effect.</p> <p>5 The transfer of Open Space Land will be with vacant possession.</p> <p>6 The transfer of the Open Space Land will be completed 28 days from the Applicant giving notice pursuant to [Clause "4.2"] of this Agreement.</p>
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	[Similar wording will be applied for the transfer of land for other City Council functions eg Community Centres]
Student Numbers	The applicant covenants with the City Council that upon completion of the Development: a. not to enrol or allow to attend the completed Development more than "x" students at any given time; and b. to provide the City Council upon written request on an annual basis certification of the number of students enrolled with the [specify organisation].
Travel Plans	<i>[For outline applications or applications for speculative development, where the full Travel Plan has not been agreed at the time of determination of the planning application but information for preparing an outline Travel Plan is available:]</i> [For outline applications]: Commencement of Development shall not take place until a Full Travel Plan has been submitted to and approved in writing by the City Council, such Full Travel Plan to accord with any previously approved outline Travel Plan and to include the following together with a timetable for the implementation of each such element: [For applications involving speculative development]: First occupation of the development shall not take place until a Full Travel Plan has been submitted to and approved in writing by the City Council, such Full Travel Plan to accord with any previously approved outline Travel Plan and to include the following together with a timetable for the implementation of each such element: <ul style="list-style-type: none"> • appointment of a Travel Plan co-ordinator (to include their role, responsibilities and line management) • background information (to include proposed employment patterns and types, visitor numbers, and anticipated travel patterns) • specific, measurable, achievable, realistic and time bound targets • demonstration of effective marketing amongst existing and future staff and visitors • demonstration of adequate resourcing for programme of measures proposed • demonstration of the support of senior management • specified incentives for meeting targets • actions to remediate any deviation from targets • incentives to meet targets • means of monitoring progress against targets (including method and frequency of monitoring) • method and frequency of reporting of results to the City Council • requirement for actions to address any deviation of progress against target

	<p>The Full Travel Plan shall also contain a set of objectives, to include positive support for sustainable travel, and reductions in the need to travel by private car.</p> <p>No part of the Development shall be occupied prior to implementation of the Full Travel Plan (or implementation of those parts identified in the Full Travel Plan as are capable of being implemented prior to occupation). Those parts of the Full Travel Plan that are identified therein as being capable of implementation after occupation shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the Development is occupied.</p> <p>[The clause may contain financial sanctions for non-compliance with the Full Travel Plan if appropriate]</p> <p><i>[Where the Travel Plan has been submitted with the planning application and agreed by the City Council:]</i></p> <p>No part of the Development shall be occupied prior to implementation of the Approved Travel Plan (or implementation of those parts identified in the Approved Travel Plan as capable of being implemented prior to occupation). Those parts of the Approved Travel Plan that are identified therein as being capable of implementation after occupation shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the Development is occupied.</p> <p>[The clause may contain financial sanctions for non-compliance with the Approved Travel Plan if appropriate]</p>
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On-site measures – City or County	
<p>Pedestrian and Cycle Routes (on-site)</p>	<p>Not to cause or permit the [completion of a specific proportion of the development] until the completion of construction of an 'x' metre wide [cycle][pedestrian link] [insert where from and to and refer to plan] in accordance with the specification contained in Schedule "x" to this Agreement.</p> <p>[Specification Schedule to include thickness of sub-base and top surface or for route to be constructed to the standard for adoption by the County Highway Authority.]</p> <p>[Dedication of route to make available land shown [specify area on plan "x"] for the construction of a [cycle][pedestrian route] if requested by the County Highway Authority.]</p>

	<p>On completion of the Development and thereafter to make the [cycle][pedestrian] route shown as Route “x” on Plan “x” available for public use daily between the hours of “x” and not to prevent public access other than with the prior written agreement of the [County][City Council] (such agreement not to be unreasonably withheld) or in the case of an emergency adversely affecting members of the public and/or public safety the prevention of such access is to be limited to such period as is reasonably necessary at the discretion of the Applicant and/or the [County][City Council].</p> <p>To keep the [cycle] [pedestrian] route free of impediments and in a safe condition.</p> <p>At its own expense to implement and maintain the Route Maintenance Programme.</p> <p>Route Maintenance Programme</p> <p>The [cycle] [pedestrian] route shall be [constructed in accordance with the Planning Permission and shall be] maintained as follows:</p> <ul style="list-style-type: none"> • it shall be kept free of debris at all times • it shall be swept at least ‘x’ in every year • it shall be kept weeded and free of weeds by spraying with a DEFRA approved weed killer • it shall be kept free of overhanging vegetation and such vegetation shall be cut back at least [insert frequency] a year • the surface of the path shall be renewed at least once every ‘x’ years from the date of completion of the Development • the surface of the path shall be kept free at all times for the purpose of its use as a [cycle] [pedestrian] route.
<p>Sports Facilities Indoor/ Outdoor – Joint use agreement for public access</p>	<p>Not to occupy the Development until a Community Access Package submitted by the Applicant to the City Council [and the County Council] has been approved by the City [and County] Council. The Community Access Package shall provide for local residents’/groups [and schools] to have access to the Development for the use of the [insert details of the part of the building to be included in the Community Access Package]. Times and rates for the use shall also be contained in the Community Access Package. The approved Community Access Package shall be implemented at all times.</p>

STANDARD UNILATERAL UNDERTAKING

DATED _____ **20** _____

[NAME OF APPLICANT/DEVELOPER/OWNER]

-and-

OXFORD CITY COUNCIL/OXFORDSHIRE COUNTY COUNCIL [DELETE AS APPLICABLE]

PLANNING OBLIGATION (by Unilateral Undertaking)

Relating to development at

[insert name and address of the site]

[This 'skeleton' agreement is in indicative model form for routine planning obligations. It is not intended to be definitive. Variations may be necessary to address site specific issues or to take account of further developments in law or practice.]

THIS UNILATERAL UNDERTAKING is given this (insert date) 20

BY [INSERT NAME OF APPLICANT/DEVELOPER/OWNER]

whose registered office is at [insert address of applicant/developer/owner] ('the Applicant')

TO **THE OXFORD CITY COUNCIL/OXFORDSHIRE COUNTY COUNCIL** [delete as appropriate] whose principal office is at [insert address] ('the Council')

1. Interpretation

In this deed

- 1.1 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)
- 1.2 'the Infrastructure' means [insert description of infrastructure provision]
- 1.3 'the Contribution' means the sum of £x
- 1.4 'the Planning Application' means [insert details of application]
- 1.5 'the Site' means [insert application address and refer to site plan]
- 1.6 'the Administration Fee' means the sum of £100 towards the administration costs relating to this Undertaking

2. Preliminary

- 2.1 The Applicant is the (freehold) owner (of a lease) of the Site
- 2.2 The City Council is the local planning authority for the City of Oxford for the purposes of the Town and Country Planning Act 1990. [OR The County Council is the county planning authority for the area which includes the site] [delete as applicable]
- 2.3 The Applicant has submitted the Planning Application to Oxford City Council and Oxford City Council is minded to grant planning permission for the Development subject to the completion of this Deed
- 2.4 This Deed is made under Section 106 of the 1990 Act and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Applicant in respect of the Site and enforceable by the Council

3. Covenant

The Applicant covenants to pay

- 3.1 the Contribution to the Council on the date of this undertaking to be applied towards the cost of the infrastructure
- 3.2 the Administration Fee to the Council on the date of this Undertaking

4 **Acknowledgements**

The Applicant acknowledges that nothing contained or implied in this Deed shall prejudice or affect the rights discretion powers and duties and obligations of the Council in the exercise of their functions

5. **Third Party Rights**

This Deed is enforceable by the Council but otherwise it confers no rights under the Contract (Rights of Third Parties) Act 1999

EXECUTED AS A DEED by _____)

[insert name of Applicant/Developer/Owner]

Director

Director/Secretary