

To: City Executive Board

Date: 7th January 2009

Item No:

Report of: Head of City Development

Title of Report: Draft Supplementary Planning Document on West End Streamlined Contributions

Summary and Recommendations

Purpose of report: The purpose of this report is for the City Executive Board to consider the draft Supplementary Planning Document on the West End Streamlined Contributions and to agree before it is circulated for public consultation.

Key decision? No

Executive lead member: Councillor Colin Cook

Report Approved by:

Executive Director, City Regeneration: Melbourne Barrett

Head of City Development: Michael Crofton-Briggs

Spatial & Economic Development Manager: Mark Jaggard

Finance: Chris Kaye

Legal: Jeremy Thomas

Policy Framework:

Recommendation(s):

The City Executive Board agree to:

1. approve the draft Supplementary Planning Document on the West End Streamlined Contributions for public consultation with members of the public; and
2. authorise the Spatial and Economic Development Manager to alter the text of the draft Supplementary Planning Document before publication for consultation and to make any necessary editorial changes.

Summary

1. The purpose of this report is for the City Executive Board to consider the draft Supplementary Planning Document (SPD) on the West End Streamlined Contributions before it is circulated for public consultation. This document will support the West End Area Action Plan adopted June in 2008.
2. The Inspector, on approving the West End Area Action Plan, requested the production of a separate SPD setting out the procedure and calculations for planning obligations for development within the West End. This document will provide certainty, fairness and speed, and will ensure the infrastructure needs created by development in the West End are met.
3. The City Executive Board is asked to approve the document for public consultation and also authorise the Spatial and Economic Development Manager to make any editorial corrections necessary prior to consultation.

Vision and strategic aims

4. The production of this Supplementary Planning Document fulfils a commitment of the West End Area Action Plan. It will also support the Council's vision by improving access to affordable housing and creating a high quality environment for residents and visitors.

Details

5. The purpose of the SPD is to clearly set out to the development industry what levels of planning obligation will be required within the West End. The basis for the contributions are as follows:
 - The streamlined contribution is based on an assessment of the infrastructure needs created by new development across the West End as a whole.
 - A single sum will be collected from each development and pooled towards the cost of West End infrastructure.
 - A single figure is set per unit of housing/student accommodation and per 100m² of other uses.
 - The streamlined contribution is sought in addition to the affordable housing requirement
 - The sum sought will reflect inflation at the point of determining a planning application
 - The streamlined contribution will be sought from all development within the area (other than the two museums planned for the West End).
 - Contributions towards youth services, CCTV cameras, social and health care will be decided by negotiation.

6. The levels of contributions have been set to ensure development remains viable at the current economic climate. The SPD will be reviewed in future years to reflect progress in the West End renaissance, and changes in the future economic environment.

Consultation and next stage

7. Following the approval of this document for consultation, it will be published, advertised and made available for public comment. The consultation period will last for 6 weeks.
8. Representations will be carefully considered and reported back to committee alongside a final draft of the document. City Executive Board will be asked to approve and adopt the Supplementary Planning Document in the summer 2009.

Financial Implications

9. There are no direct financial implications. The West End Partnership financially supports the production of this document.

Staffing Implications

10. The production and consultation of this document will be met from the current staff resources of the Planning Policy team, as supported by the West End Partnership.

Climate Change

11. This document has no direct effect. The West End AAP covers any climate change issues.

Recommendations

12. City Executive Board are recommended to approve the draft Supplementary Planning Document on the West End Streamlined Contributions for consultation with members of the public and authorise the Spatial and Economic Development Manager to alter the text of the draft SPD before publication for consultation and to make any editorial changes.

Name and contact details of author:

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Background papers:None

List of Appendices:

Appendix 1 – Supplementary Planning Document on the West End Streamlined Contributions

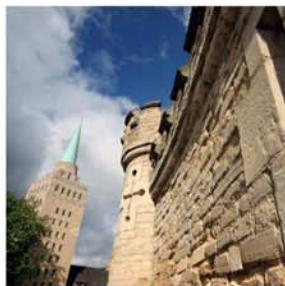
Local Development Framework

Streamlined Contributions

Supplementary Planning Document

Draft

WEST OXFORD
END



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Translations available

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提供有翻譯本
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*Images of the West End - Front Cover Photographs courtesy of
Oxford City Council photo library.*

INTRODUCTION

1. The West End Area Action Plan (AAP) Development Plan Document (DPD) was adopted June 2008, and sets out the planning framework for the renaissance of the West End of Oxford city centre. The project is set to transform what is currently an under-used area into a modern and stylish city quarter. Shops, restaurants and offices will be located alongside homes, new public squares, and educational and leisure facilities, creating a revitalised centre for life and culture.
2. The South East Plan (Regional Spatial Strategy) highlights the need for timely infrastructure provision that keeps pace with development. The Oxford Local Plan policies are saved until such time as they are replaced by new policies in a Local Development Document (LDD).
3. This SPD seeks to give further guidance and advice on the policies within the Local Development Framework, which includes the West End AAP. It is also written in light of such material as current national, regional and strategic guidance, the Oxford Sustainable Community Strategy, and the Oxford Core Strategy.
4. The City Council wishes to ensure that new development in Oxford comes with the necessary social and environmental infrastructure. The AAP identifies the need for new infrastructure to support development in the West End. This SPD explains what contributions are payable for each type of development, and details how the contributions are calculated.
5. Section 6 of the West End Area Action Plan includes policies that relate to planning obligations, and details of these can be found in **Appendix 1**. Planning obligations are sought throughout the city, and the details of when and



Views from the West End.

how the City Council seeks planning obligations can be found in the adopted Planning Obligations SPD (2007).

6. The City Council has prepared this document to reduce uncertainty for developers and to speed up decision-making. The term 'streamlined' refers to the format of contributions sought. The figures are easy to understand and expected contributions are simple for developers to calculate. In reducing risk and uncertainty for developers, the efficiency of the planning process is increased by facilitating speedier decision making.
7. The principles that are key to ensuring that the use of streamlined contributions achieves the above aims are:
 - The use of a single contribution payable by developers, which can be calculated from the standard charges in this document. This figure includes the city-wide contributions.
 - That contributions will be pooled to enable large pieces of infrastructure not discrete to one development to be funded.
 - The use of a standardised legal agreement, which can be found in the appendices of this document, to help improve efficiency in planning by reducing negotiations.

Streamlined Contributions

8. **Table 1** shows the charges applicable for each type of development. Developers can use this table to assess the likely contribution required from their development. These contributions are in addition to any affordable housing contribution that might be required.
9. The level of this contribution reflects the city-wide requirement for s106 contributions, plus an extra figure to reflect the additional need for transport and public realm infrastructure as a result of the new development in the West End (see **Appendix 4**). In the current economic climate, a 50% rate has been applied to this extra figure in order to ensure sites remain viable. This 50% rate will be revisited to reflect changing conditions in the future.
10. In addition to the streamlined contribution, an administration charge is payable, and the formula for this can be found in the **Table 2**. The City Council collects developer contributions on behalf of Oxfordshire County Council, and therefore also collects the administration fee on their behalf. The usual fees for making a planning application is also payable, and is in addition to both the streamlined contribution and administration charges.

Table 1: Streamlined Contributions

Use	Description	£ / 100 m ²
A1	Retail	£30,370
A2		£30,370
A3 – A5		£32,870
B1	Offices	£8,120
C1	Hotels	£4,870
C2	Student	£1,640
C3	Residential	
	1 bed	£2,900
	2 bed	£6,250
	3 bed	£16,800
	4bed +	£26,300
D1	Teaching	£6,870
D1	Conference	£4,870
D2		£9,620

Table 2: Administration Fees for Legal Agreements

Level of Contribution	Charge
Unilateral undertaking used for infrastructure up to £10k	£250
Contributions up to £10,000	£250
£10,001 - £20,000	£750
£20,001 - £50,000	£1,500
£50,001 - £150,000	£4,000
£150,001 - £500,000	£8,000
£500,001 - £1m	£12,500
£1m - £2m	£25,000
Over £2m	By Calculation
City Councils on-site measures or off-site measures within the applicant's control per clause	£750

THE NEED FOR CONTRIBUTIONS

Contribution across Oxford

11. Planning obligations are required to mitigate the impact that new development has on infrastructure and services. Developers are required to pay towards mitigating the increase in pressure their development places on Oxford. The adopted Planning Obligations SPD (2007) sets the standard contributions towards infrastructure required for new developments across Oxford.
12. Identified for the West End is the need for contributions for community facilities and car clubs, both of which are dealt with by negotiation in the rest of the city. However, for the purpose of the AAP, the city-wide contributions have been streamlined, and a breakdown of how the items usually dealt with by negotiation have been costed can be found in [Appendix 6](#).

Additional Need in the West End

13. In addition to the city-wide needs identified in the Planning Obligations SPD, other needs have been identified that will be generated by new development in the West End. Specifically, these additional needs are improvements to the public realm and transport infrastructure, which are required to mitigate the impact of the new development in the West End.
14. The total cost for delivering the Renaissance of the West End is far in excess of the costs of mitigating the impact of new developments. Developers are only expected to pay a part of the costs of the renaissance of the West End, and this relates to a proportionate share of the cumulative impact which development has across the area. A breakdown of the costs for delivering the required infrastructure for new developments in the West End is shown in [Appendix 3](#).

Other Sources of Funding

15. The West End Partnership estimates the total cost for delivering the Renaissance of the West End to be in the region of £100m. The cost of public realm and transport projects to mitigate new development in the West End is projected to be around £18.7m (see [Appendix 3](#)). Funding from Government in the form of New Growth Point allocation, investment from Access to Oxford, and input from the Homes and Communities Agency (formerly the Housing Corporation and English Partnerships) will all help to deliver the wider Renaissance of the area. Further details of other funding sources can be found in Section 6, paragraph 6.4, of the adopted West End AAP.



Views from the West End.

ASSESSING THE IMPACT

Types of Development

16. Estimates have been made as to the type and quantity of development that is likely to come forward as part of the West End Area Action Plan. Section 5 of the AAP gives further details on these uses, and **Table 3** shows the amount of each type of non-residential development anticipated to be brought forward by developers in the West End. **Table 4** provides a breakdown of expected residential development in the West End, and includes student bedrooms.

Use	Floor Space Estimate
Offices	15,000 m ²
Public sector offices	20,000 m ²
Conference centre	5,000 m ²
Hotels	9,200 m ²
Retail (A1)	4,500 m ²
A2	600 m ²
A3-5	3,000 m ²
Leisure	1,000 m ²
College research/teaching	15,000 m ²
Total non-residential uses:	79,300m²

Source: West End Area Action Plan (2008)

17. AAP Policy WE15 requires a mix of dwelling types in the West End, and this means that of the 830 units, 227 will be houses and 603 will be flats. **Table 4** gives a more detailed overview of the anticipated dwelling mix for the West End, and includes student unit numbers.

Flats		Houses		
1 bed	2 bed	3 bed	4 bed	5 bed
298	305	116	57	54
Total Units:				830
Units of Student Accommodation:				450

18. From the outset of the AAP, it was realised that many of the infrastructure requirements would

be generated by more than one development, rather than being discrete to a single development site or scheme. It is therefore appropriate to pool the contributions from developments, as set out in policy WE30 of the AAP. This pool of contributions will be used to pay for the delivery of the infrastructure required to mitigate the impact of new development.

Impacts by Use

19. The city-wide Planning Obligations SPD seeks contributions to transport and public realm infrastructure. These costs are recalculated for the West End, as the area has specific needs that are not adequately covered by the Planning Obligations SPD. Other costs associated with mitigating the impact of a development are carried over from the Planning Obligations SPD, such as contributions towards education and library services. **Appendix 6** gives a full breakdown of the Planning Obligations SPD costs, which have been calculated per 100 m² of development, per residential unit, and student bedroom.

20. It is important that West End developments make a fair contribution to the impact that they generate. Therefore, it is appropriate to base calculations relating to impact on the trips to and from new development in the area, by all relevant modes of transport. This ensures that developments directly contribute towards mitigating the impact they create by paying for transport and public realm infrastructure improvements.

21. Data relating to impact for new development in the West End has been obtained from Oxfordshire County Council, using the Trip Rate Information Computer System (TRICS). The TRICS database has been used to calculate the impact per 100 m² of each type of non-residential floorspace (**Table 5**), and for residential and student accommodation, by unit (using size or study bedroom where applicable – see **Table 6**).

Table 5: TRICS Data for non-residential use

Use	Trips per 100 m ²
Offices	34.33
Conference centre	18.01
Hotels	18.01
Retail (A1)	138.61
A2	138.61
A3-5	151.09
Leisure	41.28
College research/teaching	28.24

26. The West End AAP explains that residential development is to be dealt with by size of unit. This means that dwellings which house more people pay more in contributions, as they have a greater impact on the area, and give rise to a greater need for improvements to infrastructure.

Table 6: TRICS Data for residential uses

Use	Trips per Unit
1 bed	6.35
2 bed	12.7
3 bed	19.05
4 bed+	25.40
Student Unit	6.60



Views from the West End.

APPORTIONING THE COSTS

27. The total cost of the infrastructure required to mitigate the transport and public realm impact of new developments in the West End is approximately £18.7m. In order to apportion any costs in a fair and reasonable way to individual developments it is necessary to relate the cost to any impact that each development will have.
28. The AAP for the West End establishes several principles for apportioning costs, set out in Appendix 8 of the AAP. These are reproduced in **Appendix 1** of this document. The streamlined contributions will be applied per 100 m² of non-residential development, and for residential development will be dealt with by size of unit or per student bedroom.
29. Using TRICS information for trips associated with development in the West End and combining this with the costs for the public realm and transport infrastructure improvements, it is possible to apportion impact to each type of development by floor space, or in the case of residential and student accommodation, by bedroom. Each type of development is expected to pay contributions based on how many of the total trips in the West End that it will generate.
30. By dividing the total cost for transport infrastructure and public realm by the total number of trips generated by the expected development in the West End, it is possible to arrive at a cost per trip. Multiplying the trip cost by the likely number of trips generated from each use gives a total cost payable by each use. This can then be apportioned by each 100 m² of floor space in the case of non-residential uses, and by unit in the case of residential, and for student development, by bedroom space.

Viability Testing

31. The Valuation Office Agency was appointed to test a range of sites across the West End to see if the level of contribution left the majority of sites viable. For developments to remain viable, it is

necessary for a developer to be able to achieve a reasonable level of profit, whilst achieving a land value that is sufficiently above the existing use value. The expected level of developer profit required depends on market conditions at the time as well as any other associated risk.

32. As with any development area, viability cannot always be assured for all sites. It is possible that not all sites in the West End will be viable for development, as some of the existing use values in the area are very high. However, any contribution sought must not be at a level so high as to render all developable sites unviable.
33. The starting point for the viability testing exercise was to assess a likely level of development for each of the sites, including the mix of dwellings for residential development. Where possible, actual proposals were tested. Once the level of development on site had been established, the Valuation Office Agency assessed the proposed development against the existing use value. This exercise enables the impact of the Streamlined Contribution to be assessed. It is always assumed that on mixed use developments, that one use would cross-subsidise another. This means that the viability of the site is being tested, not just the single use.



Views from the West End.

Results

- 34.** The viability testing shows that in the current economic climate not all of the test sites can afford to pay the full, fairly apportioned contribution for their development. The City Council, in consultation with the County Council and West End Partnership, has taken the decision that for the time being, it will apply a rate of 50% to the cost of public realm and transport infrastructure.
- 35.** By applying a 50% rate to the level of contribution, most of the sites tested by the Valuation Office Agency show a level of profit that makes them viable for redevelopment. This means development in the West End will continue to come forward. This SPD will be reviewed in future years to reflect progress in the West End Renaissance and changes in the economic climate. The 50% will then be revisited when appropriate.
- 36.** The City Council will consider the Investment Property Database (IPD) index, and other market indicators to assess whether the property market is able to pay more than the 50% rate for public realm and infrastructure.
- 37.** If the IPD index shows a continuous period of growth, the City Council will review the viability of contributions against new market conditions by analysing the test sites, then either:
- If there is no substantial review of this SPD needed, publish new figures (different to the 50% rate) as part of the City Councils annual update of fees and charges, or;
 - If there is a need to update other parts of the SPD, then a mini review would be carried out of the whole document.
- 27.** The 50% rate means that the total figure expected from new developments is reduced to £9.34m. To enable the renaissance of the West End to continue, the West End Partnership will prioritise the infrastructure projects brought forward. The West End Partnership will review the list of projects for which funding is being collected, and allocate funding to those projects that are a priority.
- ### Non-Viability
- 38.** Whilst care has been taken to ensure the combined effect of the policies on affordable housing and streamlined contributions does not result in development sites becoming unviable, site-specific circumstances may lead to the borderline or non-viability of a potential scheme.
- 39.** Applicants who cite non-viability as the reason for not complying with any of the Policies in the Development Plan and AAP must support their case with 'open book' financial evidence. The City Council would encourage developers in these circumstances to begin discussions with the Planning Authority at the earliest opportunity.
- 40.** If a scheme in all other respects complies with the policies and contributes to the achievement of the vision of the AAP, an 'open-book' approach will be used, with a view to improving the viability of the scheme.
- 41.** If it can be demonstrated by open-book evidence that a site is unviable when applying the combined policies of the AAP, the City Council will enter into negotiations with the developer over the level of the streamlined contribution. The scale and phasing of the contribution will be adjusted, considering both any affordable housing (using the cascade in Policy WE16 of the AAP), and the streamlined contribution (Policy WE29 of the AAP).

42. In presenting open book evidence, the City Council will expect to see the workings that lie behind all major financial components. Components shown should include projected revenue (including market and affordable housing sales), construction costs (construction, contingency, highway works, planning contributions, other costs), residual land value, finance, developer profit, site purchase price (and date of purchase), costs (stamp duty, acquisition agent and legal fees, architect fees, planning/survey fees) and the alternative use site value.
43. The City Council expects developers to have fully considered the implications of all of the Development Plan policies when making their site purchases. Over-payment for a site will not be accepted as a reason for not complying with adopted Policy.



Views from the West End.

New Build and Changes of Use

44. The AAP explains how the streamlined contribution will be applied. The sum will be calculated:
- For new build, on gross development;
 - For change of use schemes, on any increased impact of the development, unless it can be shown that the impact of the development is unchanged, and;
 - For development which retains existing buildings and the same uses, on any net increase in floorspace.
45. Developments that do not easily fall into any of these categories will be considered by the City Council on a case-by-case basis.

Sums by Negotiation

46. Contributions towards youth services, Closed Circuit Television cameras, and social and health care will be dealt with by negotiation.

SECURING CONTRIBUTIONS

47. Streamlined contributions will be secured by section 106 agreement. The City Council's standard clauses can be found in **Appendix 8**. Oxford City Council will administer the collection of developer contributions in the West End.
48. The contributions will be collected and held by the City Council on behalf of the City and County Councils who are the delivering authorities. The West End Partnership will decide the funding allocations. The apportioning of the pooled contributions will be based on the relative proportions set out in the Planning Obligations SPD and other infrastructure needs identified for the West End.

Affordable Housing

49. Development in the West End is expected to contribute towards affordable housing as set out in Policy WE16. More information on affordable housing can be found in the Affordable Housing SPD (Adopted July 2006).
50. Policy WE16 of the AAP states that 'The City Council will seek the provision of generally a minimum of 50% affordable housing from any development that includes residential development on a site within the West End having the capacity for at least ten dwellings. This should be in the ratio of 80% social rented and 20% shared ownership'.



Views from the West End.

51. Policy WE16 goes on to say that 'If it can be demonstrated by open-book evidence that this makes a site unviable, developers and the City Council will in the first instance work through the cascade approach in the following order until a scheme is made viable:
- i) Reducing the percentage of affordable housing provided (to a minimum of 40%) by reducing the shared ownership element only.
 - ii) At 40% affordable housing, reintroduce an element of shared ownership incrementally up to 20% of affordable units.
 - iii) Make affordable housing provision on another site (at the 50% level).
52. The requirement to provide affordable housing also applies to commercial development. Details of how this requirement is calculated can be found in the adopted Affordable Housing SPD (2007). **Appendix 8** gives standard legal clauses that can be inserted in to any s.106 agreement where affordable housing is required.

Monitoring and Implementation

53. An annual report, detailing how money collected in the West End is being spent will be published by the City Council and presented to the City Executive Board. The City Council will monitor the implementation of the Area Action Plan, and performance against the plan's objectives. **Appendix 9** of the AAP sets out a series of indicators and where possible targets, against which the progress will be monitored. These are then linked (where possible) to the core, local and contextual indicators of the City Council's Annual Monitoring Report (AMR) where the monitoring will be reported.
54. The City Council (as the local planning authority) will expect applicants to take part in pre-application discussions to ensure that when planning applications are submitted, they stand the best chance of being approved. A project management protocol has been produced for the West End for major developments, following consultation with the development

industry. This seeks to ensure that the City Council, County Council and developer can agree on the project management and resourcing of these applications at the outset.

- 55.** On large schemes developers will be encouraged to draw up and enter into a Planning Delivery Agreement (PDA) in partnership with the City Council. A PDA sets out a framework for negotiations to consider development proposals in a timely, well-managed and transparent manner. It is expected that most negotiations, including heads of terms for legal agreements, will take place before a planning application is submitted.

Indexing and Inflation

- 56.** The West End streamlined contributions are index-linked to the Monthly Bulletin of Indices – Prices Adjustment Formulae for Construction Costs (1990 Series), published on behalf of the Department of Trade and Industry (DTI).



GLOSSARY

Affordable housing

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

Annual Monitoring Report (AMR)

Report produced annually to assess the implementation of the Local Development Scheme and how far policies in Development Plan Documents are being achieved

Area Action Plan

A Development Plan Document that sets the planning framework for a defined area

Car Club

An organisation that makes cars available to local residents, and sometimes businesses, on a 'pay-as-you-go' basis

Cash in Lieu

A financial contribution made by the developer to the City Council by a legal agreement

Core Strategy

A Development Plan Document that forms part of the LDF. It outlines the long-term spatial vision for the area and how that vision will be achieved.

Developer Contributions

Contributions made by a developer to offset the impact of a development, either by paying money for work to be carried out or by directly providing facilities or works either on or off-site

Development Plan Document (DPD)

A document that forms part of the LDF and contains policies that (with the RSS) form the development plan against which planning applications will be assessed

Dwelling

A self-contained unit of residential accommodation (house, flat, maisonette, studio etc. but not a house in multiple occupation (HMO), bedsit or communal home)

Infrastructure

Structures and services that provide for the needs of development, such as public transport, schools, open spaces and public realm

Local Area Agreements

Local Area Agreements are three-year agreements that set out the priorities for a local area. They are agreed between central government, local authorities, local strategic partnerships and major local delivery partners in an area.

Local Development Document (LDD)

Documents that collectively deliver the spatial planning strategy for the local planning authority's area. They include Development Plan Documents and Supplementary Planning Documents

New Growth Point (NGP)

The New Growth Points initiative provides financial support to local authorities who wish to pursue large-scale and sustainable growth, including new housing, through a partnership with Government. Oxford has been identified as a New Growth Point

Local Development Framework (LDF)

The Local Development Framework is replacing the previous development plan system and contains detailed policies and proposals to guide development in Oxford

Local Development Scheme (LDS)

The Local Development Scheme explains how and when Oxford City Council will be producing its Local Development Framework

Oxford Local Plan

The Oxford Local Plan 2001-2016 is the Adopted Local Plan containing policies and proposals for Oxford, policies which will gradually be replaced by the Local Development Framework

Planning Policy Guidance (PPG)

A statement of Government guidance. PPGs are gradually being replaced by PPSs

Planning Policy Statement (PPS)

A document which sets out the Government's planning policy on a particular issue. These are gradually replacing PPGs

Public Realm

Streets, pavements, rights of way, parks and other open spaces or places with a high degree of public access

Registered Social Landlord (RSL)

An organisation, usually a housing association, registered by the Housing Corporation to provide affordable housing

S106/S46 Agreement

A legal document binding developers and the City and/or County Councils into carrying out specific works or payments of money that are necessary to allow the development to go ahead. Legal agreements are made with a planning permission. Also known as a planning obligation and will be referred to as a S46 agreement in the future

Shared Ownership

A form of affordable housing which is partly sold and partly rented to the occupiers with an RSL being the landlord

Social Rented

A form of affordable housing characterised by below-market rents and (if applicable) below-market service charges

South East Plan

Document containing planning policies for the South East region. Also known as the Regional Spatial Strategy (RSS) for the South East

Streamlined Contribution

Contributions taken in the West End AAP area (as defined) comprising both standard contributions and West End-specific contributions

Supplementary Planning Document (SPD)

A document that supplements and elaborates on policies and proposals in development plan documents

TRICS

Trip Rate Information Computer System; a computerised database and trip rate analysis package used for transport planning and development control purposes

Extracts from the West End Area Action Plan 2007 - 2016

6.1 Infrastructure requirements

The renaissance of the West End will entail investment in some significant infrastructure projects for the benefit of all who live, work, visit and have an interest in the area. Without these infrastructure projects, new developments will not be able to operate efficiently and an opportunity will have been lost to maximise improvements to the area and secure the vision for the West End. The infrastructure needs of the West End fall into 3 broad categories:

- Strategic infrastructure, which is needed to enable the West End and its wider environment to function; particularly transport and utilities.
- Service infrastructure, which is needed to meet the day-to-day needs of the population - schools, affordable housing, community facilities, open space, sewerage etc.
- Transformational infrastructure, which will transform the whole area and make it a different and better place; improving the public realm for instance.

6.2 Streamlined contributions

To simplify and speed up the way it sets developer contributions, the City Council has adopted a streamlined process for assessing contributions from development in the West End. This will apply a global sum to pay for the various infrastructure requirements of the West End. Having regard to the need created, the global sum is assessed on the size of the development (calculating the contribution per 100m² of non-residential development or per 1/2/3/4 bedroom dwelling or per unit of student accommodation).

The sum will be calculated:

- For new build, on gross development;
- For change of use schemes, on any increased impact of the development unless it can be shown that the impact of the development is unchanged; and
- For development which retains the existing buildings and same uses, on any net increase in floorspace;

Developments that do not easily fall into any of these categories will be considered by the City Council on a case-by-case basis.

The sum is based on the city-wide Planning Obligations SPD adopted in April 2007. However, this has been adapted to meet the specific area requirements of the West End. For the West End development, the negotiated elements have been calculated in advance and the thresholds removed, because of the cumulative effect of many development sites coming forward in the West End.

The global sum will be reviewed and updated in Supplementary Planning Documents. This will reflect any changes in the scale/mix of development which is taking place and any updates to the infrastructure requirements of the West End renaissance.

Policy WE 29:

Streamlined contributions

The City Council will seek developer contributions in a streamlined way as a global sum.

The amount in later years will be set out in Supplementary Planning Document. Until that time the global sum will be calculated on a site-by-site basis.

The sum must be paid upon commencement of the development. However, for large-scale developments, phased payments may be agreed by negotiation, although this will incur an additional administration charge. The sum will be increased to reflect inflation at the time of determining the application.

Whilst every care has been taken to ensure the combined effect of the policies on affordable housing and streamlined contributions does not result in development sites becoming unviable, there will always be a possibility that site-specific circumstances lead to the borderline or non-viability of a potential scheme. If a scheme in all other respects complies with the policies and contributes to the achievement of the vision of the AAP, the following mechanism will be used to improve the viability of the scheme. If it can be demonstrated by open-book evidence that a site is unviable when applying the combined policies of the AAP, the following steps will be taken in order:

- i) The affordable housing cascade (found in Policy WE16) will be worked through in order.
- ii) The payment of streamlined contributions will be phased in line with the approach set out in Policy WE29 and the Planning Obligations SPD.
- iii) The City Council will enter into negotiations with the developer over the scale of the streamlined contribution.

6.3 Funding mechanisms

It is expected that the West End will be developed over time through a series of different-sized developments. It will not be practical for any one development to provide all of the infrastructure needed. There must be overall control of development to ensure quality and consistency. Therefore, the streamlined contributions will be pooled. The contributions will be collected and held by the City Council on behalf of the City and County Councils who are the delivering authorities. There will be a formal mechanism agreed by the two authorities that will determine how and when the money will be allocated and spent. This mechanism will involve the West End Partnership in deciding the funding allocations. The apportioning of the pooled contributions will be based on the relative proportions set out in the Planning Obligations SPD and other infrastructure needs identified for the West End, which are listed in appendix 8.

Policy WE30:

Pooled contributions and forward funding

Contributions will be pooled so that larger infrastructure can be put in place once adequate contributions are received.

Some projects are so important to the success of the West End that they should be funded before adequate contributions have been received. Where possible, these will be forward funded on the basis that funding will be reimbursed.

6.4 Other sources of funding

To ensure all possibilities for improvements in the West End are explored, and that the highest quality of public realm, attractions and infrastructure is provided, the City Council and the West End Partnership are pursuing sources of funding other than developer contributions. These monies will be used in addition to developer contributions to fund West End projects that could not otherwise be delivered.

- Oxford has been designated as a New Growth Point (focused on the West End) and has been allocated £1.2 million for the first year (2007/8) and £5 million capital and £0.5 million revenue for the 3-year period 2008/9 to 2010/11.
- For transport improvements, funding through the current and future Local Transport Plans may be possible. Some funding (£6 million) is already allocated from the Access to Oxford package secured by the Highway Authority for improvements to the railway station and forecourt.
- The Housing Corporation (to become the Homes and Communities Agency) should be able to supply Social Housing Grant towards affordable housing. The West End is identified as a strategic site in the Regional Housing Strategy.
- Money for improvements to Carfax and Speedwell Street may come from the Business Improvement District funding.
- Consultants have been appointed by the West End Partnership to investigate other possible sources of funding and develop a fund raising strategy for the West End.
- The West End Partners (SEEDA, Oxfordshire County Council and Oxford City Council) have committed to investing their own funds, both in terms of capital and revenue expenditure, to furthering the vision of the West End AAP.

Floor Space Assumptions for Development in the West End

Use	Estimated additional floorspace	Floorspace assumptions	Projected development type
Offices	15,000 m ²	Additional floorspace taken from Policy WE21	Would largely involve new buildings (some conversions possible)
Public sector offices	20,000 m ²	Projected floorspace taken from paragraph 5.3	Would be a new building on the Oxpens site
Conference centre	5,000 m ²	Projected floorspace taken from paragraph 5.8	Would be new building on the Oxpens site
Hotels	9,200 m ²	Projected floorspace based on 150 bed hotel on Oxpens (Randolph Hotel used as a near equivalent: 5*, 151 beds); and small amount of additional elsewhere	Would be new building on the Oxpens site; other floorspace may be conversions or extensions
Retail (A1)	4,500 m ²	Additional floorspace at St Aldates/ Queen Street site (3,000m ² , paragraph 5.4); and some additional floorspace	Would largely involve new buildings (some conversions possible)
A2	600 m ²	There is unlikely to be a large amount of additional A2. This allows for a couple of additional units.	Would largely involve new buildings (some conversions possible)
A3-5	3,000 m ²	There is likely to be additional A3-A5 uses across the West End. There is less restriction on these than A1 uses, but there is likely to be fewer new units than of retail (A1).	Would largely involve new buildings (some conversions possible)
Leisure	1,000 m ²	This estimates a fairly substantial leisure facility (slightly smaller than the ice rink) or a couple of smaller facilities such as a gym and sports hall	Would involve new buildings
College research/teaching	15,000 m ²	Based on new OCVC campus on their reduced site and some additional facilities elsewhere in West End	OCVC site would involve new buildings; other facilities could be new or conversions
Total non-residential uses:	73,300m²		
Residential	830 units	Based on SHLAA for the area.	Would largely involve new buildings (some conversions possible)
Student accommodation	450 units	Based on 450 units (Policy WE18) at 50m ² (including communal areas)	Would largely involve new buildings (some conversions possible)

APPENDIX 3

Costs for Mitigation Projects in the West End

West End Public Realm Cost Estimates

Street	Hierarchy	Estimated cost
Hythe Bridge Street	High order street	849,000
Park End Street	High order street	800,000
Queen Street	Principal public space	2,832,000
Hollybush Row	High order street	361,000
Oxpens Road	High order street	1,651,000
Speedwell Street	High order street	1,156,000
New Road (northern part)	High order street	931,000
St. Aldate's	High order street	3,000,000
Becket Street	High order street	665,000
Total		£12,245,000

West End Transport Cost Estimates

Project	Measures	Estimated cost
Extension of bus priority route from Thames Square to Park End Street in both directions via Oxpens Road and Hollybush Row	Bus only link from Thames Square to Oxpens Road	150,000
	Bus lanes on Oxpens Road (inc additional widening of bridge over Castle Mill Stream)	1,500,000
	Bus pre-signal at Osney Lane	150,000
	Changes to Frideswide junction to enable Hollybush Row – Park End movement	300,000
	Construction of new layover bays	100,000
Frideswide Square - traffic management elements	Changes to signals on radials	750,000
	Construction of pick up and drop off area off Speedwell Street (does not include land purchase cost)	300,000
Pedestrian/cycle links	Construction of new pedestrian/cycle bridge over the Thames between the south end of the Oxpens site and Osney Mead	1,000,000
Scheduled coaches	Improve arrangements for scheduled coaches from those currently provided at Gloucester Green	1,500,000
Park and Ride	Improvements to Park and Ride sites	2,000,000
Total		£6,450,000

APPENDIX 4

Streamlined Contributions Breakdown

Use	Description	City-Wide Contribution (£ / 100 m ²)	West End Contribution (£ / 100 m ²)	Total Contribution (rounded)
A1	Retail	£870	£29,500	£30,370
A2		£870	£29,500	£30,370
A3 – A5		£870	£32,000	£32,870
B1	Offices	£870	£7,250	£8,120
C1	Hotels	£870	£4,000	£4,870
C2	Student	£132	£1,500	£1,640
C3	Residential			
	1 bed	£1,329	£1,500	£2,900
	2 bed	£3,487	£2,750	£6,250
	3 bed	£12,726	£4,000	£16,800
	4bed +	£19,592	£5,500	£26,300
D1	Teaching	£870	£6,000	£6,870
D1	Conference	£870	£4,000	£4,870
D2	Leisure	£870	£8,750	£9,620

APPENDIX 5

City Wide Contributions – Further Information

The city-wide Planning Obligations SPD seeks contributions to mitigate impact from development, and the detailed justifications are set out in the Planning Obligations SPD and background papers. In addition to the items contained in the Planning Obligations SPD, a standard formula has been applied to the contribution towards car clubs and community centres for this SPD.

Community Centres

An average new community centre would require the following facilities:

- main hall at 7.6m x 12.3m
- kitchen at 4.0m x 2.8m
- toilets including those for disabled use
- meeting room at 4.3m x 5.8m
- storage
- access corridors
- office at 2.7m x 4.0m

The building size to incorporate these facilities would be around 225 sqm. The RCIS Building Cost Information Service (3rd quarter 2005) provides a cost of £1,318 per sqm. Allowing for external works, services, contingency and professional fees, the total build cost would be approximately £460,000

Total existing/intended community centre provision in the city is 52 centres

Population of Oxford: 137,848(1)

$52 \div 137.848 = 0.38$ provision (rounded) per 1000 population or 0.00038 per person

So the contribution per dwelling for new community centre is:

1 bedroom = 0.00038×1.4 people(2) x £460,000 = £245 (rounded to the nearest £)

2 bedroom = 0.00038×1.88 people x £460,000 = £329

3 bedroom = 0.00038×2.68 people x £460,000 = £468

4+ bedroom = 0.00038×4.41 people x £460,000 = £771

This equates to £175 per person

The estimated cost of refurbishing a community centre based on RCIS Building Cost Information Service (August 2006 prices) with an adjustment figure applicable to Oxford is £1,083 per sqm. £1,083 x 225 sqm. (average size) plus 15% allowance for fees = £280,230 (rounded to the nearest £10).

So contribution per dwelling for refurbished community centre is:

1 bedroom = $0.00038 \times 1.4(2) \text{ people} \times £280,230 = £149$ (rounded to the nearest £)

2 bedroom = $0.00038 \times 1.88 \text{ people} \times £280,230 = £200$

3 bedroom = $0.00038 \times 2.68 \text{ people} \times £280,230 = £285$

4+ bedroom = $0.00038 \times 4.41 \text{ people} \times £280,230 = £470$

This equates to £106 per person

Car Clubs

Consultation with Streetcar, Carplus, and CityCarClub, all establish car club operators, has shown that a car club vehicle needs around 100 dwellings to be viable. Using a nominal value of £10,000 per car parking space, this equates to £100 per dwelling, or a total of around £83,000 for the anticipated level of residential development in the West End.

City-Wide Planning Obligations – Planning Obligations SPD

Use	Education			Sports		Misc			Community Benefits						Total	Indexing	Indexed Total
	Primary	Secondary	Sixth Form	Indoor Leisure	Outdoor Sports	Recycling	Car Clubs	Public Art	Community Facilities	Library	Museums	Allotments	Open Space	Play Space			
B1 Offices	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
B1 Public sector offices	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
D1 Conference	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
C1 Hotels	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
A1 Retail	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
A2	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
A3-5	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
D2 Leisure	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
D1 OVCV and college research/teaching	£0	£0	£0	£0	£0	£0	£0	£820	£0	£0	£0	£0	£0	£0	£820	1.06	£870
C2 Student																	
1 Unit	£0	£0	£0	£60	£0	£0	£0	£0	£0	£63	£0	£0	£0	£0	£124	1.06	£132
C3 Residential																	
1 bed	£0	£0	£0	£125	£90	£75	£100	£235	£149	£118	£7	£6	£333	£15	£1,254	1.06	£1,329
2 bed	£864	£615	£128	£168	£120	£85	£100	£330	£200	£159	£9	£8	£447	£56	£3,290	1.06	£3,487
3 bed	£5,169	£3,687	£766	£240	£171	£100	£100	£450	£285	£226	£13	£11	£636	£151	£12,006	1.06	£12,726
4 bed	£6,461	£7,784	£1,617	£393	£281	£135	£100	£570	£470	£373	£22	£18	£1,048	£319	19,592	1.06	£20,768

Useful Contacts

For general enquiries on this document or other **planning** issues relating to housing please contact:

Rachel Williams
Principle Planner
Planning Policy
Oxford City Council
Ramsay House
10 St Ebbe's St
Oxford
OX1 1PT

T: (01865) 252847
F: (01865) 252144
E: rwilliams@oxford.gov.uk
W: www.oxford.gov.uk/localplan

For enquiries relating to **s.106 legal agreements** and other matters relating to securing contributions, please contact:

Lorraine Freeman
Planning Policy
Oxford City Council
Ramsay House
10 St Ebbe's St
Oxford
OX1 1PT

T: (01865) 252428
F: (01865) 252662
E: smoran@oxford.gov.uk

For enquiries relating to incorporating **energy efficiency and renewable energy** measures within developments please contact:

Paul Robinson
Sustainable Energy Officer
Environmental Health
Oxford City Council
Ramsay House
10 St Ebbe's St
Oxford
OX1 1PT

T: (01865) 252541
F: (01865) 252344
E: probinson@oxford.gov.uk

(Contact details accurate at time of print. See www.oxford.gov.uk/spd for any updates)

DATED

20

[]

- and -

THE OXFORD CITY COUNCIL

DRAFT AGREEMENT

under Section 106 of the Town and Country Planning Act 1990
relating to land at [] Oxford (West End) and
planning application no. []

Date : 10/12/2008

File Ref: 231/3

Jeremy Thomas
Head of Legal and Democratic Services
Oxford City Council
The Town Hall
Blue Boar Street
Oxford OX1 4EY

This 'skeleton' agreement is a model form for planning obligations in respect of full applications. It is not intended to be definitive. Variations may be necessary to take account of future developments in law and practice.

THIS AGREEMENT by way of Deed is made on 20

B E T W E E N :

1. [] (“the Applicant”)
 2. **THE OXFORD CITY COUNCIL** of The Town Hall Blue Boar Street Oxford OX1 4EY (“the City Council”)
- Add other parties with an interest in the land

1. INTRODUCTION

- 1.1 The City Council is the local planning authority for the City of Oxford (“the City”) for the purposes of the Town and Country Planning Act 1990
- 1.2 This Agreement relates to land at [] Oxford which is within the West End of the City
- 1.3 The Applicant is the [freehold] owner of the Land
[Give further details re land interest of parties. All parties with an interest in the land must join in agreement and give commitments (clause 5) subject to 4.4 for mortgagee]
- 1.4 By the Application the Applicant has applied to the City Council for planning permission
- 1.5 The City Council has resolved to grant the Planning Permission subject to completion of this Agreement
- 1.6 The Applicant is willing to contribute towards infrastructure needs created by development in the West End of the City as contemplated by the City Council’s West End Area Action Plan.

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 reference no. []
- 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 Contribution” means the sum of [] Index-linked
- 2.5 ‘the Development’ means the development proposed for the Land under the Application
- 2.6 “Index-Linked” means adjusted according to any fluctuations occurring between [date of the Committee approval of the application subject to completion of the s.106 Agreement] and the date on which the Contribution is paid in [a composite index comprised of the following indices of the Monthly Bulletin of Indices – Prices Adjustment Formulae for Construction Contracts (1990 Series) published on behalf of the Department for Business Enterprise and Regulatory Reform 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 Council
- 2.7 ‘Land’ means the land shown edged in red on the Plan and described in recital 1.2 above
- 2.8 ‘Planning Permission’ means the planning permission for the Development to be granted pursuant to this Agreement and the Application
- 2.9 “West End of the City” means that part of the City to which the West End Area Action Plan applies
- 2.10 The masculine shall include other genders and vice versa and the singular the plural and vice versa
- 2.11 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement
- 2.12 Where a party includes more than one person any obligation on that party shall be joint and several
- 2.13 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 [and by add names of other parties with an interest in the land as add details of the interests of those parties] in this Agreement constitute a planning obligation for the purposes of Section 106 of the Act which shall be enforceable by the City Council against the Applicant and any person deriving title from the Applicant [and against add names of other parties with an interest in the land and any person deriving title from add names of other parties with an interest in the land]

- 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 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
- 4.4 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Applicant with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Applicant
- [Applies where mortgagee is party to the Agreement because the land is charged]

5. APPLICANT'S COVENANTS

The Applicant [and add names of other parties with an interest in the land] [covenants] [jointly and severally covenant] with the City Council to observe and perform the covenants contained in Schedule One to this Agreement

6. INTEREST

The Applicant [and add names of other parties with an interest in the land] [covenants] [jointly and severally covenant] that if any sum due to the City Council under this Agreement is not paid on or before the Commencement of the Development interest shall be due and payable to the City Council at the rate of 4% per annum above the base lending rate of the Co-operative Bank Plc from time to time for the period from the due date until payment is made to the City Council

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 Two to this Agreement

9. THIRD PARTIES

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

10. CONDITIONALITY

10.1 This Agreement is conditional upon the grant of the Planning Permission save for the provisions of clauses 15 and 16 and paragraph 1 of Schedule One which shall come into effect immediately upon completion of this Agreement

10.2 The obligations on the part of the Applicant set out in paragraph 2 of Schedule One shall also be conditional upon Commencement of the Development

11. 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

12. NO WAIVER

No alteration in the terms of this Agreement nor any forbearance or forgiveness on the part of the City Council in or in the extent or nature of any matter or thing concerning this Agreement shall in any way release the Applicant [or add names of other parties with an interest in the land] from any liability under this Agreement

13. NO FETTER

Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the City Council in the exercise of its functions in any capacity

14. JURISDICTION

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

15. 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

16. ALTERNATIVE DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land 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

COVENANTS WITH THE CITY COUNCIL

1. COSTS

- 1.1 To pay to the City Council on completion of this Agreement the City Council's legal costs and disbursements 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 costs of administering and managing this Agreement (including the payments further to this Agreement)

2. NOTIFY THE CITY COUNCIL OF COMMENCEMENT OF THE 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 DISPOSAL OF THE LAND

To give the City Council written notice of any disposal of the Applicant's interest [or the interest of add names of other parties with an interest in the land] in the Land and of the name and address of the new owner and the date of disposal within 14 days of such disposal

4. CONTRIBUTION

Not to cause or permit Commencement of the Development until the Contribution has been paid to the City Council.

SCHEDULE TWO

THE CITY COUNCIL'S COVENANTS

1. CONTRIBUTION

The Contribution may only be applied towards infrastructure needs created by development in the West End of the City

1. 2. 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 covenants in Schedule One and the City Council's covenants in Schedule Two when satisfied that such obligations have been performed

THE COMMON SEAL of)
[])
was hereunto affixed in the)
presence of:-)

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

Nominated Officer

[add execution provisions for other parties with an interest in the land]

[APPENDIX TO WEAAP SPD MODEL S.106 AGREEMENT PROVIDING FOR A CONTRIBUTION AND AFFORDABLE HOUSING]

A In clause 1.6 add “provide affordable housing and” after “The Applicant is willing to”

B Add new definitions in clause 2 :

‘Affordable Housing’ means dwellings at a rent or price that can be afforded by people who are in housing need.

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

[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 Homes and Communities Agency capped rent set in accordance with Homes and Communities Agency guidance and in terms complying with the Homes and Communities Agency’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

and only to those persons nominated in accordance with the Partnership Agreement and Common Housing Register

50% of the Residential Units shall be provided on the Affordable Housing Land. No Affordable Housing Units shall be provided other than 80% as Social Rented Housing and 20% on a Shared Ownership basis

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

The strategic mix sought for affordable dwellings are as follows

City centre sites

Property Size (bedrooms)	Social rented	Shared ownership
1	5%	10%

2	40%	10%
3	25%	0%
4	10%	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 [edged []] 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 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 Homes and Communities Agency capped rent set in accordance with Homes and Communities Agency guidance and on terms complying with the Homes and Communities Agency'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

and only those persons nominated in accordance with the Partnership Agreement and Common Housing Register shall occupy the Affordable Housing Units

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

'Partnership Agreement' means a framework for the partnership working between the 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' means a building designed for residential occupation by a single household and includes a Residential Unit built as an Affordable Housing Unit

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

C Add new paragraphs to Schedule One :

5. RESTRICTION ON USE OF THE 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

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

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

- 6.1 procured that a RSL has entered into the Partnership Agreement with the City Council [and procured that the RSL has agreed with the City Council that the Development shall cease to be a scheme excluded from the Partnership Agreement and listed under Schedule Five to that Agreement and shall instead be added as stock included in the Partnership Agreement and listed under Schedule Four to that Agreement]
- 6.2 entered into a building contract with the RSL in respect of the Affordable Housing Units
- 6.3 provided the City Council with a copy of the building contract referred to in paragraph 6.2 such copy to be certified a true copy by a Solicitor and
- 6.4 obtained the approval of the City Council to the level of servicing of such Units and the allocation of responsibility for such servicing and the cost of such servicing

7. 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:

- 7.1 Homes and Communities Agency Scheme Development Standards current at Commencement of the Development
- 7.2 Joseph Rowntree Foundation Lifetime Homes Standards (2000) standards or subsequent update current at Commencement of the Development
- 7.3 [Homes and Communities Agency Code for Sustainable Homes level 3 standards current at Commencement of the Development – are HQIs to replace these standards ?]
- 7.4 Energy Efficiency Best Practice in Housing- Demonstrating Compliance (Energy Saving Trust September 2006) standards or subsequent update current at Commencement of the Development [Provided always that in the case of flats, where the Applicant can demonstrate to the satisfaction of the City Council (acting reasonably) that full compliance with the standards referred to in paragraph 7.2 above would not be reasonably practicable or would involve disproportionate or unreasonable costs to achieve the City Council (acting reasonably) shall agree to waive or modify such standards to the extent (but only to the extent) necessary]

8. 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:

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

[amend as applicable if scheme does not involve flats]

8.2 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

9. FORM OF TRANSFER

The Transfer by the Applicant to the RSL pursuant to paragraph 8 of this Schedule shall be prepared by the Applicant's solicitors at the cost of the Applicant and shall contain inter alia:

- 9.1 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
- 9.2 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
- 9.3 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