

**[Document Reference: 3218886/S106/v2]**

2019

## DEED OF AGREEMENT

made pursuant to Section 106 of the Town and Country Planning Act 1990  
relating to

relating to:

Land at Durley Road Car Park, Durley Road, Bournemouth

Bournemouth, Christchurch and Poole Council <sup>(1)</sup>  
The Bournemouth Development Company LLP <sup>(2)</sup>

*[ - ] = Indicates information required to be inserted prior to the completion of the S 106 Agreement.*

## CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION .....	1
2. STATUTORY BASIS .....	5
3. CONDITIONS PRECEDENT .....	5
4. COVENANTS & DECLARATIONS .....	5
5. EXCLUSIONS & RELEASE .....	5
6. REGISTRATION .....	5
7. NON-FETTER AND WAIVER .....	6
8. SECTION 73 OF THE 1990 ACT .....	6
9. INTEREST .....	6
10. INDEXATION .....	6
11. VAT .....	6
12. SEVERANCE .....	6
13. CHANGE OF OWNERSHIP .....	7
14. NOTIFICATION .....	7
15. DISPUTE RESOLUTION .....	7
16. THIRD PARTY RIGHTS .....	8
17. JURISDICTION .....	8
SCHEDULE 1 .....	9
(Notice and Pre-Commencement Obligations) .....	9
SCHEDULE 2 .....	10
(Affordable Housing Viability Reappraisal) .....	10
SCHEDULE 3 .....	11
(Dorset Heathland Mitigation) .....	11
SCHEDULE 4 .....	12
(Transport and Highways Mitigation) .....	12
SCHEDULE 5 .....	13
(Council's Covenants) .....	13
SCHEDULE 6 .....	14
(Plan) .....	14

## DATE

## PARTIES

- (1) **Bournemouth, Christchurch and Poole Council** of Town Hall Bourne Avenue Bournemouth BH2 6DY ("**the Council**");
- (2) **Bournemouth Development Company LLP** (Company Number OC361929) of Kent House 14-17 Market Place, London, W1W 8AJ ("**the Owner**");

## RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the administrative area in which the Land is situated. The Council came into being on 1st April 2019 and is the successor local planning authority to the former Bournemouth Borough Council in respect of its former administrative area.
- (B) The Council is also the freehold proprietor with title absolute of the Site which is registered at the Land Registry under Title Number DT325476.
- (C) The Owner is the proprietor of a long leasehold interest in the Site pursuant to a lease made between (1) the Council and (2) the Owner dated [ - ] [and registered at the Land Registry under Title Number [ - ]].
- (D) The Planning Permission was granted by the Secretary of State on [ - ].
- (E) The parties have agreed to enter into this Deed in order to discharge the requirements of Condition [ - ] of the Planning Permission and to make provision regulating the Development and to secure the obligations contained herein with the intention that this Deed may be enforceable by the Council against the Owner and its successors in title.
- (F) The parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following expressions shall have the following meanings:

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"Affordable Housing"</b>	means affordable housing as defined in Annex 2 of the National Planning Policy Framework, February 2019 (or as redefined by any amendment, replacement or re-enactment thereof);
<b>"Affordable Housing Contribution"</b>	means a sum calculated in accordance with Schedule 2 to be paid by the Owner to the Council towards the provision of affordable housing in the Council's administrative area in accordance with the Council's Affordable Housing Development Plan Document Adopted December 2009;
<b>"Appeal"</b>	means the appeal against Bournemouth Borough Council's refusal of the Application as made by the Developer and allocation appeal reference number APP/G1250/W/18/3218886;
<b>"Application"</b>	means the application for planning permission for the Development which was validated by Bournemouth Borough Council on 16 March 2018 under reference number 7-2018-

25651-A;

<b>"Clarendon Road Improvements Contribution"</b>	<b>Road</b>	means the sum of £40,000.00 (forty thousand pounds) to be paid by the Owner to the Council as a contribution towards the cost of installing footway build-outs to reduce the crossing width on Clarendon Road in order to improve the pedestrian crossing points at Marlborough Road and Portarlinton Road;
<b>"Commencement of Development"</b>	<b>of</b>	means the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act <b>SAVE THAT</b> for the purposes of this Deed the term "material operation" shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and <b>"Commence Development"</b> shall be construed accordingly;
<b>"Contributions"</b>		means together the SAMM Contribution, the Permit Relocation Contribution; the Parking Enforcement Contribution, the Speed Reduction Scheme Contribution and the Clarendon Road Improvements Contribution.
<b>"Default Interest Rate"</b>		means 4% per annum above the base rate from time to time of the Bank of England;
<b>"Development"</b>		means the erection upon the Site of a 5/6 storey block of 44 flats with bin and cycle stores and formation of parking spaces;
<b>"Dorset Heathlands"</b>		mean the Dorset Heathlands as described in Section 1 of the Dorset Heathlands Planning Framework 2015-2020 Supplementary Planning Document dated January 2016;
<b>"Dwelling"</b>		means a residential unit that may be built on the Site as part of the Development and the term <b>"Dwellings"</b> shall be construed accordingly;
<b>"Independent Verifier"</b>		means the Southampton Valuation Office of the District Valuer Services (being the specialist property arm of the Government's Valuation Office Agency);
<b>"Index Linked"</b>		means increased in accordance with the following formula:  <b>Amount payable</b> = the payment specified in this Deed x (A/B) where:  <b>A</b> = the figure for the Retail Price Index published by the Office for National Statistics that applied immediately preceding the date the payment is due; and  <b>B</b> = the figure for the Retail Price Index published by the Office for National Statistics that applied when that index was last published prior to the date of this Deed.
<b>"Occupation"</b>		means occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out,

decoration, marketing, display or security operations and the term **"Occupy"** shall be construed accordingly;

**"Parking Enforcement Contribution"**

means the sum of £22,000.00 (twenty two thousand pounds) to be paid by the Owner to the Council as a contribution towards the cost of funding a Council employed Parking Enforcement Officer for up to a two-year period in order to patrol roads in the vicinity of St Michael's School on a more regular basis following any closure of Durley Road car park in order to monitor and enforce against inconsiderate and/or inappropriate parking on roads in close proximity to the school;

**"Permit Relocation Contribution"**

means the sum of £2,000.00 (two thousand pounds) to be paid by the Owner to the Council as a contribution of the cost of relocating business permit holders in the Durley Road and West Hill Road car parks to the Avenue Road car park in order to ensure greater capacity in the West Hill Road car park for use by parents at school drop-off and pick-up times;

**"Plan"**

means the plan appended hereto at Schedule 6;

**"Planning Obligations"**

means the obligations, conditions and stipulations set out in Schedules 2 - 4 and the term **"Planning Obligation"** shall be construed accordingly;

**"Planning Permission"**

means the planning permission permitting the Development granted by Secretary of State on [ - ] pursuant to the Appeal;

**"Reasonable Endeavours"**

means in relation an obligation in this Deed that the party under such obligation shall not be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) are reasonable;

**"SAMM Contribution"**

means the sum of £10,648.00 (ten thousand six hundred and forty eight pounds) index linked to the Retail Price Index increased between the date of this agreement and the date of payment plus and administrative fee of £532.00 (five hundred and thirty two pounds) to be paid by the Owner to the Council towards measures which avoid or mitigate against any adverse effect on the Dorset Heathlands Mitigation Strategic Access Management and Monitoring (SAMM) Contribution in accordance with the Dorset Heathlands Planning Framework 2015-2020 Supplementary Planning Document;

**"Shell and Core Standard"**

means the stage when the Development has been constructed to include all structural works with all external works and roof completed and is ready for fit out and use;

**"Site"**

means all that land being Durley Road Car Park, Durley Road, Bournemouth shown edged red on the Plan;

**"Speed Reduction Scheme Contribution"**

means the sum of £290,000.00 (two hundred and ninety thousand pounds) to be paid by the Owner to the Council as a contribution towards the cost of designing and constructing a scheme to reduce vehicle speeds in the vicinity of St Michael's School and to

improve safety for journeys to and from St Michael's School;

**"Statutory Undertaker"**

means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking;

**"Updated Site Viability Report"**

means an assessment of the viability of the Development which shall utilise and update the same inputs and assumptions as set out in the report titled 'Site 1 Durley Road - Site Viability Report (February 2018)' as submitted to the Council by the Owner on a confidential basis prior to the determination of the Application SAVE THAT any contracts entered into by the Owner with the Council's prior approval prior to the date of the Viability Review and Assessment shall be acknowledged as being fixed 'Development Costs' for that Viability Review and Assessment;

**"Viability Reappraisal Fee"**

means the sum charged to the Council by the Independent Verifier which may be payable by the Owner to the Council in accordance with Schedule 2 of this Deed;

**"Viability Review and Assessment"**

means an independent review of the viability of the Development following consideration of an Updated Site Viability Report with the aim of determining whether the Development sufficiently viable so that it is fair and reasonable in the circumstances for the Owner to provide a contribution towards the provision of Affordable Housing;

**"Working Day"**

means any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

- 1.2 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Any words denoting natural person shall include legal persons and vice versa.
- 1.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed.
- 1.6 The expression "**the Owner**" shall include its successors in title and assigns.
- 1.7 The expression "**the Council**" shall include any successor authority to its statutory functions under the 1990 Act.
- 1.8 Where a party includes more than one person any obligations of that party shall be joint and several.
- 1.9 Clause headings shall not affect the construction of this Deed
- 1.10 Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. STATUTORY BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act and binds the Site and is enforceable pursuant to section 106(3) of the 1990 Act against the Owner's interest in the Site and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner of as if that person had been an original covenanting party to this Deed.
- 2.2 This Deed is enforceable by the Council as the local planning authority for the purposes of the 1990 Act.
- 2.3 To the extent that the covenants, restrictions and requirements in this Agreement are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

## **3. CONDITIONS PRECEDENT**

- 3.1 Clauses 4.2 and 4.3 of this Deed are conditional upon and do not become effective unless and until the Commencement of Development has occurred.

## **4. COVENANTS & DECLARATIONS**

- 4.1 The Owner covenants with the Council so as to bind the Site to comply with the Planning Obligations in Schedule 1.
- 4.2 Subject to clause 3 of this Deed the Owner covenants with the Council so as to bind the Site to comply with the Planning Obligations in this Schedules 2, 3 and 4.
- 4.3 Subject to clause 3 of this Deed the Council covenants with the Owner to comply with the obligations on its part in Schedules 2 and 5.

## **5. EXCLUSIONS & RELEASE**

- 5.1 No party shall be bound by the terms of this Deed or be liable for the breach of any Planning Obligation:
- 5.1.1 after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);
- 5.1.2 if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or
- 5.1.3 if that party is an owner or occupier of an individual Dwelling.
- 5.2 If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner) or revoked this Deed shall determine and cease to have effect.
- 5.3 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such charge, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

## **6. REGISTRATION**

- 6.1 This Deed is a local land charge and shall be registered as such by the Council.
- 6.2 Following either:

6.2.1 the performance and satisfaction of all the Planning Obligations contained in this Deed;  
or

6.2.2 the determination of this Deed in accordance with Clause 5.2;

the Council shall upon the written request of the Owner as soon as reasonably practicable effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

## **7. NON-FETTER AND WAIVER**

7.1 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.

7.2 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

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

## **8. SECTION 73 OF THE 1990 ACT**

8.1 If the Council agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission and references to '**Planning Permission**' within this Deed shall be deemed to include any such new or varied planning permission save where the Council in its determination of such an application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

## **9. INTEREST**

9.1 If any sum or amount has not been paid to the Council by the date it is due then the sum payable shall attract interest on that sum or amount at the Default Interest Rate (both before and after any judgment) and such interest shall accrue on a daily basis for the period from the due date to and including the actual date of payment.

## **10. INDEXATION**

10.1 All Contributions payable to the Council shall be Index Linked.

10.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

## **11. VAT**

11.1 All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

## **12. SEVERANCE**

12.1 If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from



this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

### **13. CHANGE OF OWNERSHIP**

- 13.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a Disposal of an individual Dwelling.

### **14. NOTIFICATION**

- 14.1 Any notice, request, demand or other written communication to be given or served under this Deed must be in writing and must be:

14.1.1 delivered by hand; or

14.1.2 sent by pre-paid first class post or other next working day delivery service.

- 14.2 Any notice, request, demand or other written communication to be given or served under this Deed must be sent to the relevant party as follows:

14.2.1 to the Council at [ADDRESS] marked for the attention of [NAME/POSITION];

14.2.2 to the Owner at 1st Floor, 8 St Stephens Court, 15-17 St Stephens Road, Bournemouth, BH2 6LA marked for the attention of Toby Marden, Development Manager];

at or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with clause 14.

- 14.3 Any notice, request, demand or other written communication given or served in accordance with clause 14.1 or clause 14.2 will be deemed to have been received:

14.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

14.3.2 if sent by pre-paid first class post or other next working day delivery service, on the Working Day after posting.

- 14.4 A notice, request, demand or other written communication given under this deed shall not be validly given if sent by e-mail.

- 14.5 This clause 14 does not apply to the service of any proceedings or other documents in any legal action.

### **15. DISPUTE RESOLUTION**

- 15.1 Subject to clause 15.7 if any dispute arises relating to or arising out of the terms of this Deed, either party may give to the other written notice requiring the dispute to be determined under this clause 15 and such notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 15.2 For the purposes of this clause 15 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

- 15.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 15.4.
- 15.4 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination PROVIDED THAT if no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.
- 15.5 The Specialist shall act as an independent expert and:
- 15.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
  - 15.5.2 each party shall have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
  - 15.5.3 the Specialist shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
  - 15.5.4 the Specialist shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
  - 15.5.5 the Specialist shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
  - 15.5.6 the Specialist shall use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 15.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 15, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 15.7 This clause 15 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

## **16. THIRD PARTY RIGHTS**

- 16.1 No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Site.

## **17. JURISDICTION**

- 17.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**THE PARTIES HEREBY WITNESS** that this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **SCHEDULE 1**

### **(Notice and Pre-Commencement Obligations)**

#### **1. NOTICE**

- 1.1 The Owner will give the Council sixty (60) Working Days' prior written notice of the anticipated date on which the Owner expects to Commence Development.
- 1.2 The Owner will notify the Council within five (5) Working Days of the following occurrences:
  - 1.2.1 The Commencement of Development; and
  - 1.2.2 The first Occupation of the Development.

#### **2. PERMIT RELOCATION CONTRIBUTION**

- 2.1 The Owner will pay the Permit Relocation Contribution to the Council not less than sixty (60) Working Days' prior to the anticipated date on which the Owner expects to Commence Development.

#### **3. PARKING ENFORCEMENT CONTRIBUTION**

- 3.1 The Owner will pay the Parking Enforcement Contribution to the Council as follows:
  - 3.1.1 £5,000.00 (five thousand pounds) not less than sixty (60) Working Days' prior to the anticipated date on which the Owner expects to Commence Development;
  - 3.1.2 £5,000.00 (five thousand pounds) not less than forty (40) Working Days' prior to the anticipated date on which the Owner expects to Commence Development; and
  - 3.1.3 £12,000.00 (twelve thousand pounds) not less than twenty (20) Working Days' prior to the anticipated date on which the Owner expects to Commence Development

## **SCHEDULE 2**

### **(Affordable Housing Viability Reappraisal)**

#### **1. EARLY IMPLEMENTATION OF THE DEVELOPMENT**

- 1.1 If, on the date which is 18 (eighteen) calendar months from the date of this Deed the Development has commenced but construction has not been completed to Shell and Core Standard:
- 1.1.1 the Owner shall submit an Updated Site Viability Report to the Council;
  - 1.1.2 the Owner shall pay the Viability Reappraisal Fee to the Council; and
  - 1.1.3 the Owner shall not allow or permit the Occupation of the Development unless and until the Council has confirmed in writing that the Owner's obligations under this Schedule 2 have been satisfied.
- 1.2 For the avoidance of doubt in the event that the Development has been constructed to Shell and Core Standard within 18 (eighteen) months of the date of the Planning Permission paragraphs 2 and 3 of this Schedule 2 shall be disregarded and be of no effect.

#### **2. AFFORDABLE HOUSING VIABILITY REAPPRAISAL**

- 2.1 Upon receipt of both an Updated Site Viability Report and the Viability Reappraisal Fee in accordance with paragraphs 1.1.1 and 1.1.2 of this Schedule 2 the Council shall as soon as reasonably practicable instruct an Independent Verifier to complete a Viability Review and Assessment.
- 2.2 The instruction by the Council of an Independent Verifier under paragraph 2.1 will:
- 2.2.1 be on the basis that the Independent Verifier will act as an external valuer and that the Viability Review and Assessment will provide an objective and unbiased valuation; and
  - 2.2.2 require the Independent Verifier to complete its Viability Review and Assessment within two calendar months of the date of the instruction (or such other longer period as may be agreed in writing by the Owner).
- 2.3 In the event that the Viability Review and Assessment indicates that the Development is sufficiently viable for the Owner to provide a contribution towards the provision of Affordable Housing then an Affordable Housing Contribution will be payable in accordance with paragraph 3 of this Schedule 2 **PROVIDED THAT** the Affordable Housing Contribution will not exceed a financial sum equivalent to the cost of providing 40% (forty percent) of the Dwellings as Affordable Housing of a size and tenure mix agreed in accordance with the principles set out in the Council's Affordable Housing SPD dated November 2011.
- 2.4 In the event that the Owner does not agree the amount of any Affordable Housing Contribution within 20 Working Days of receipt by the Council of the Viability Review and Assessment (or such longer period as may be agreed in writing between the Council and the Owner) the amount of the Affordable Housing Contribution may be determined by a Specialist following a referral by either party in accordance with Clause 15 of this Deed.

#### **3. PAYMENT OF THE AFFORDABLE HOUSING CONTRIBUTION**

- 3.1 The Owner will not allow or permit the Occupation of the Development unless and until the Owner has paid any Affordable Housing Contribution (payable in accordance with paragraph 2 of this Schedule 2) to the Council.

### **SCHEDULE 3**

#### **(Dorset Heathland Mitigation)**

#### **1. SAMM CONTRIBUTION**

- 1.1 The Owner shall not cause or permit the Commencement of Development unless and until the SAMM Contribution has been paid to the Council.

## **SCHEDULE 4**

### **(Transport and Highways Mitigation)**

#### **1. SPEED REDUCTION SCHEME CONTRIBUTION**

- 1.1 The Owner will not Commence Development unless and until it has paid the Speed Reduction Scheme Contribution to the Council.

#### **2. CLARENDON ROAD IMPROVEMENTS CONTRIBUTION**

- 2.1 The Owner will not Commence Development unless and until it has paid the Clarendon Road Improvements Contribution to the Council.

## **SCHEDULE 5**

### **(Council's Covenants)**

#### **1. DORSET HEATHLANDS MITIGATION**

- 1.1 The Council will use the SAMM Contribution and the SAMM Administration Fee solely for the purposes described in Clause 1.1 of this Deed.

#### **2. AFFORDABLE HOUSING CONTRIBUTION**

- 2.1 The Council will utilise any Affordable Housing Contribution towards the provision and/or improvement of Affordable Housing within the Council's administrative area.
- 2.2 The Council will utilise any Viability Reappraisal Fee towards the cost of instructing an Independent Verifier in accordance with the obligations contained in paragraph 2.1 of Schedule 2.
- 2.3 In the event that all or part of any Affordable Housing Contribution has not been expended or committed for expenditure within 5 (five) years of the date of payment under this Deed the Council will repay such unexpended or uncommitted sum(s) to the party who paid it or that party's nominee.

#### **3. TRANSPORT AND HIGHWAYS MITIGATION**

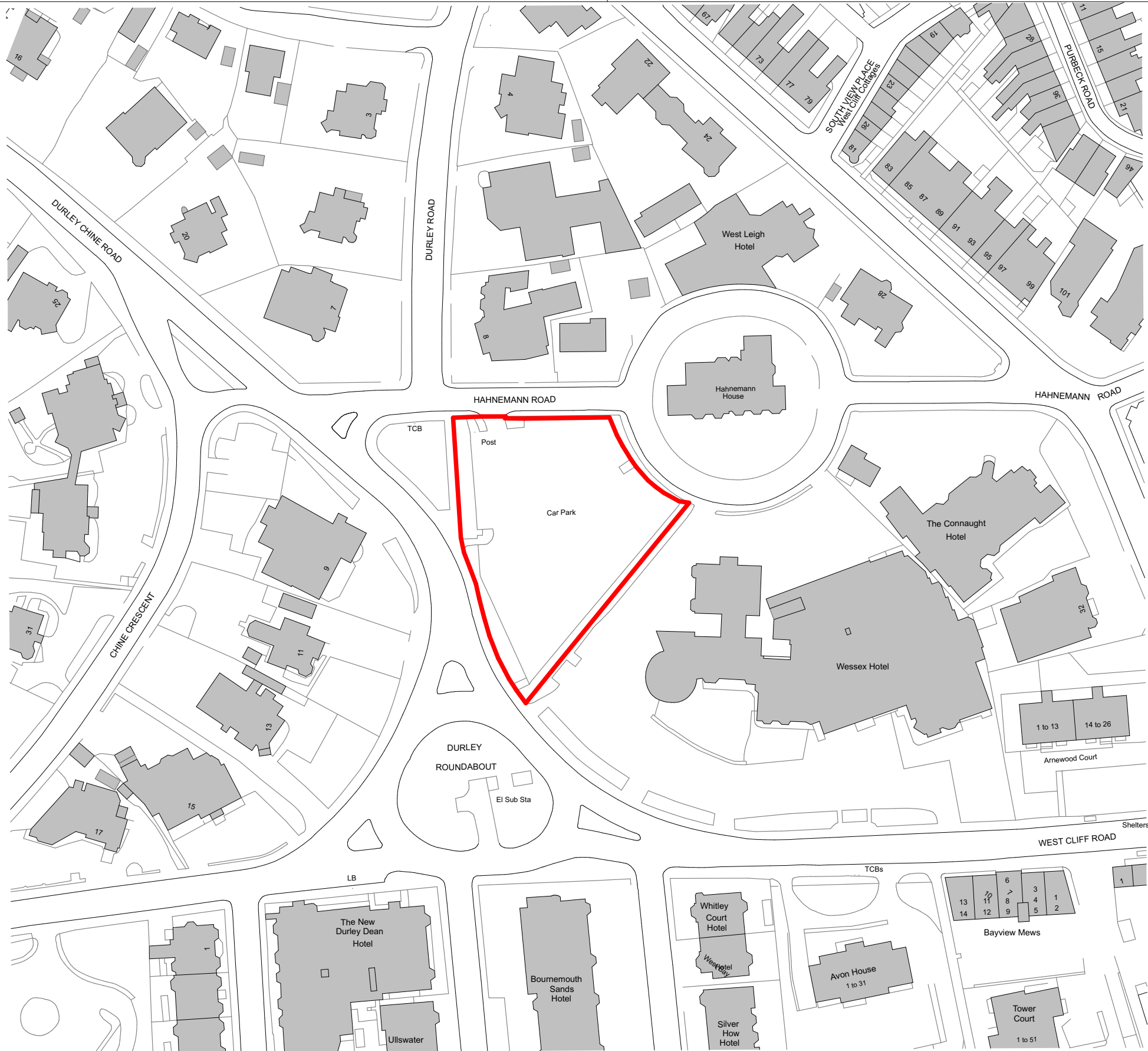
- 3.1 The Council will use the Permit Relocation Contribution, the Parking Enforcement Contribution, the Speed Reduction Scheme Contribution and the Clarendon Road Improvements Contribution solely for the purposes described in Clause 1.1 of this Deed.
- 3.2 In the event that all or part of the Permit Relocation Contribution has not been expended or committed for expenditure within 6 (six) months of the date of the notice period set out in Clause 1.1 of Schedule 1 the Council will repay such unexpended or uncommitted sum(s) to the party who paid it or that party's nominee.
- 3.3 In the event that all or part of the Parking Enforcement Contribution has not been expended or committed for expenditure within 30 (thirty) months of the date of the notice period set out in Clause 1.1 of Schedule 1 the Council will repay such unexpended or uncommitted sum(s) to the party who paid it or that party's nominee.
- 3.4 In the event that all or part of the Speed Reduction Scheme Contribution and/or the Clarendon Road Improvements Contribution have not been expended or committed within 5 (five) years of the Commencement of Development the Council will repay such unexpended or uncommitted sum(s) to the party who paid it or that party's nominee.

**SCHEDULE 6**

**(Plan)**

Draft

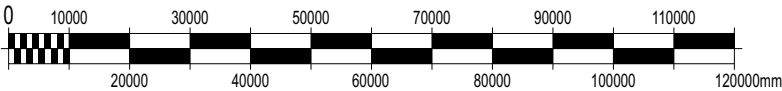




Ordnance Survey, (c) Crown Copyright 2016. All rights reserved. Licence number 100022432

Rev ID	Description	PM	Issued on
01	Issued for Planning	SR	18.02.16

NOTES:



PLANNING

TITLE

Site Location Plan

CLIENT

BournemouthDevelopmentCompany

HGP  
ARCHITECTS

FURZEHALL FARM, WICKHAM ROAD  
FAREHAM, HAMPSHIRE, PO16 7JH

T: 01329 283 225  
F: 01329 237 004  
E: EMAIL@HGP-ARCHITECTS.CO.UK  
W: WWW.HGP-ARCHITECTS.CO.UK

Scale @ A3: 1:1250

Drawn by : KA

Drawing No:

14.096.100

Revision:

01

Date : January 2018 Checked by SR



HGP Architects Ltd.  
Copyright Reserved.  
Check dims. on site.

Executed as a deed by affixing the common seal of  
**BOURNEMOUTH, CHRISTCHURCH AND POOLE  
COUNCIL** in the presence of a duly authorised  
signatory:

.....  
Signature

.....  
Print Name

Executed as a deed by [insert name of partner] for  
and on behalf of **THE BOURNEMOUTH  
DEVELOPMENT COMPANY LLP** acting by its two  
members **BOURNEMOUTH, CHRISTCHURCH  
AND POOLE COUNCIL** and **COMMUNITY  
SOLUTIONS FOR REGENERATION  
(BOURNEMOUTH) LIMITED**:

**BOURNEMOUTH, CHRISTCHURCH AND  
POOLE COUNCIL**

.....  
Authorised Signatory

.....  
Print Name

*Signature (Witness)* .....

*Print Name* .....

*Address* .....

.....  
*Occupation*.....

**COMMUNITY SOLUTIONS FOR  
REGENERATION (BOURNEMOUTH) LIMITED**

.....  
Director

.....  
Print Name

*Signature (Witness)* .....

*Print Name* .....

*Address* .....

.....  
*Occupation*  
.....