

Dated

Twenty-Eighth June 2018

**ESTATE RESOURCES & MANAGEMENT LIMITED
AND OTHERS**

and

**THE COUNCIL OF THE BOROUGH
& COUNTY OF THE TOWN OF POOLE**

AGREEMENT

under Section 106 of the Town
and Country Planning Act 1990
imposing planning obligations
on land north and south of
Magna Road, Poole, Dorset, BH11 9NB

APP/17/00008/F

Tanya Coulter
Head of Legal &
Democratic Services,
Borough of Poole
Civic Centre
Poole
BH15 2RU

THIS AGREEMENT is made the
2018

day of

twenty-eight

June

BETWEEN:

- (1) **WILLIAM EDWARD RIDDLE** of The Manor House, Woodlands Manor Farm, Horton Road, Woodlands, Wimborne, Dorset. BH21 8ND ("**First Owner**")
- (2) **JEMMA ALEXI HARDING** of 38 Knighton Lane, Canford Magna, Wimborne, Dorset. BH21 3AS ("**Second Owner**").
- (3) **TIMOTHY ROBIN HARDING** of Higher Farm, Long Criche, Wimborne, Dorset. BH21 5JU ("**Third Owner**")
- (4) **MICHA LUCINDA RUSSELL** of Lower Barn Farm, Horningsham, Warminster, Wiltshire, BA12 7JL ("**Fourth Owner**")
- (5) **ESTATE RESOURCES & MANAGEMENT LIMITED** (company registration number 2667540) whose registered office is at Energy Site Control Centre Arena Way, Off Magna Road, Wimborne, Dorset, BH21 3BW ("**Fifth Owner**")
- (6) **SONIA ANN MASON** of Green Farm Cottage, Benham Lane, Fawley Green, Henley-on-Thames, Oxon RG9 6JF ("**Sixth Owner**")
- (7) **SALLY VANESSA HARDING** of Harry's Cottage, Knighton Lane, Canford, Wimborne, Dorset, BH21 3AS ("**Seventh Owner**")
- (8) **THE COUNCIL OF THE BOROUGH AND COUNTY OF THE TOWN OF POOLE** of Civic Centre, Poole, Dorset, BH15 2RU ("**the Council**")

Each a "Party" and together the "Parties"

Background

- 1 The First Owner, Second Owner, Third Owner and Fourth Owner are the registered proprietors at the Land Registry of the First Property.
- 2 The Fifth Owner is the registered proprietor at the Land Registry of the Second Property.
- 3 The Sixth Owner and the Seventh Owner are the registered proprietors of the Third Property at the Land Registry.
- 4 The Council is the Local Planning Authority for the area within which the Land is situated
- 5 BDW Trading Limited (Co. Reg. No. 03018173), whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bordon Hill, Coalville, Leicestershire, LE67 1UF ("**Applicant**") has applied for Planning Permission to develop the Land in accordance with the particulars set out in the Application.
- 6 The Parties have agreed to enter into this Agreement in support of the Application in order to secure the planning obligations contained herein

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

In this Agreement:

"Act"	the Town & Country Planning Act 1990
"Affordable Housing"	<p>means the sixty-five (65) units for affordable housing (and the term "Affordable Housing Unit" or "Affordable Housing Units" shall mean any one or more such units) including Affordable Rented Housing and Shared Ownership Housing, provided to eligible households whose needs are not met by the market. Affordable Housing should:</p> <ul style="list-style-type: none"> • Meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices • Include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision <p>PROVIDED ALWAYS and as acknowledged and agreed by the Parties that if the tenant of any Unit exercises in respect thereof any compulsory and/or statutory right to purchase or acquire such Dwelling or staircases his equity share therein to 100% then any such Unit will no longer constitute Affordable Housing for the purposes of this Agreement to the intent that any such Dwelling shall be free from the restrictions in the First Schedule hereto</p>
"Affordable Rented Housing"	<p>means rented housing let by Registered Providers of social housing to households who are eligible for social rented housing which is not subject to the national rent regime but is subject to other rent controls that require a rent of no more than 80 per cent of the local market rent</p>

"Ancillary Works"	works and measures reasonably required to be carried out by the Owner to mitigate the effects of implementing the Highway Works, which may include altering road levels, constructing disabled access ramps and access alterations
"Application"	the planning application made by the Applicant for Planning Permission for the erection of three hundred and twenty four (324) Dwellings with associated parking, public open space and related infrastructure accessed from Magna Road and change of use land north of Magna Road to SANG which has been given reference APP/17/00008/F.
"Bond"	a bond in the form annexed at Appendix B (or such other form as the Council shall approve acting reasonably).
"Bond Figure"	£56,020.00 Index Linked, which shall reduce in accordance with paragraph 8 of the Fifth Schedule
"Core Strategy"	the Poole Core Strategy adopted February 2009
"Commencement of Development"	<p>The carrying out of any material operation as defined by section 56 (4) of the Act but disregarding for the purposes of this Agreement and for no other purposes, the following operations:</p> <ul style="list-style-type: none"> - Site clearance and temporary marking out; - Site preparation; - Demolition work; - Archaeological investigations and evaluation; - Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination; - Diversion and laying of services; - Erection of any temporary means of enclosure; <p>and</p>

	<ul style="list-style-type: none"> - any works relating to the provision or laying out of the SANG either near or on the SANG Land or link to the same; - Temporary display of site notices or advertisements; and - for the purposes of the S278 Works only: <ul style="list-style-type: none"> a) site set up and ancillary welfare stations; b) construction of the internal access road to the Employment Land and areas of the Land edged purple on the Plan 1 annexed to this Agreement <p>and the expressions "commenced", "commence", "commencing" and "commences" shall be construed accordingly</p>
"Development"	the development of the Land proposed in the Application or permitted by the Planning Permission granted pursuant to the Application or carried out substantially in accordance with the planning permission
"Discount"	<p>the percentage discount to be applied to the Market Value of a Starter Home Unit which must be:</p> <ul style="list-style-type: none"> (a) 20% (twenty percent); or (b) such higher percentage so as to ensure that a Starter Home Unit is not sold at a price which exceeds the Price Cap <p>and which for each Starter Home Unit will be fixed on Disposal</p>
"Discounted Price"	the price calculated by applying the Discount to the Market Value of the relevant Starter Home Unit subject always to the Price Cap
"Discounted Rate"	means the percentage rate resulting from the application and calculation of the Discount Rate Formula
"Discount Rate Formula"	means the current average (median) annual gross full time income in Poole which is approximately £25,896

	<p>(a figure taken from the latest SHMA Review 2015 (carried out by JG L Hearn Consultants) Index Linked or replaced by such income figure agreed between the Parties</p> <p>$AEx3$ (Average Earnings x 3) = £77,688</p> <p>The Market Value is in accordance with the definition of Market Value.</p> <p>Discount Rate formula;</p> <p>$AEx3$ $MV \times 100 = DR\%$</p>
"Disposal"	the sale of the freehold or the grant of a lease or underlease of 21 (twenty one) years or more or the assignment of a lease or underlease with more than 21 (twenty one) years left to run of the Starter Home Units (or Unit as the case may be) and for the sake of clarity the term "Disposal", "Dispose" and "Disposed" shall not include the creation of mortgages or charges
"Dwelling"	A single unit of residential accommodation being any of the Affordable Housing Units, Starter Homes or Market Units.
"First Property"	the property situated at and known as land on the south west side of Magna Road, Bournemouth as is registered at the Land Registry under title number DT354354
"First Time Buyer"	<p>a person (or where the purchase is being made in joint names, all relevant persons) who in the reasonable opinion of the Owner (after the Owner has acted in good faith and taken reasonable steps to ascertain the same):</p> <p>(a) has not previously been a purchaser in relation to a Relevant Acquisition which consisted of or included residential property;</p> <p>(b) has not previously acquired an interest equivalent to that which is acquired by a Relevant Acquisition in such land under the law</p>

	<p>of Scotland or a territory outside the United Kingdom;</p> <p>(c) has not previously been, or been one of the persons who was, "the person" for the purposes of sections 71A, or 73 of the Finance Act 2003 in a case where the first transaction within the meaning of the section concerned was a Relevant Acquisition which consisted of or included residential property; and</p> <p>(d) would not have been such a person for those purposes in such a case if the provisions mentioned in paragraph c) had been in force, and had had effect in the territory concerned, at all material times (subject, where required, to appropriate modifications</p>
"Footway Contribution"	<p>the sum of twenty thousand pounds £20,000.00 to be paid by the Owner to the Council towards the cost of installing an access gate and pedestrian route from the Development into Bearwood Primary & Infant School, Barons Road, Bearwood, BH11 9UN.</p>
"Heathland Strategic Access Management and Monitoring Contribution"	<p>the sum of one hundred and seven thousand five hundred and twenty pounds (£107,520.00) Index Linked plus an administration fee of one thousand pounds (£1,000.00) to be paid by the Owner to avoid or mitigate against any adverse effect of the Development on the Dorset Heathlands in accordance with the Dorset Heathlands Planning Framework Supplementary Planning Document 2015-2020, Policies PCS28, PCS36 and PCS37 of the Core Strategy, Policy DM9 of the Poole Site Specific Policies and Policies IN1 and IN2 of the Poole Infrastructure Plan</p>
"Highways Agreement"	<p>an agreement to cover the Highway Works within the Development made under section 38 and section 278 of the Highways Act 1980</p>

"Highway Consents"	any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for the carrying out of the Highway Works, including any Traffic Regulation Orders
"Highway Works"	works to construct highways including where relevant and necessary the footpaths and pedestrian ways on the Land indicatively shown on Plan 3
"Index Linked"	means increased by the percentage (if any) by which the Retail Price Index shall have increased between the date of its last publication immediately prior to the date of this Agreement and the date of its last publication prior to the date of payment
"Land"	all of the land comprised in the First Property, Second Property and Third Property as illustrated on Plan 1
"Market Unit"	any Dwelling forming part of the Development whether a flat or a house which is not an Affordable Housing Unit or a Starter Home Unit.
"Market Value"	the best price calculated by a Chartered Surveyor in accordance with i) the Royal Institution of Chartered Surveyors Code of Measuring Practice 6 th Edition (or any amendment or replacement thereof), ii) the sales history pertaining to the sales of Market Units on the Development and iii) that any restrictions imposed upon the Affordable Housing Unit in or by reason of this Agreement are disregarded (including the obligation to apply the Discounted Rate), to be agreed (or deemed to be agreed) by the Council in accordance with this Agreement (acting reasonably in all circumstances)
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or

	decoration or occupation for marketing or display or occupation in relation to security operations
"Owner"	means for the purposes of this Agreement, collectively the First Owner, the Second Owner, Third Owner and Fourth Owner,
"Plan 1"	the plan annexed to this Agreement and numbered 1 showing the Land and identifying the First Property, the Second Property and the Third Property respectively.
"Plan 2"	the plan annexed to this Agreement and numbered 2
"Plan 3"	The plan annexed to this Agreement and numbered 3 illustrating the Highways Works
"Plan 4"	The plan annexed to this Agreement and numbered 4 identifying the location of the SANG Land
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application.
"Price Cap"	The maximum price payable for a Starter Home Unit as set out in Section 2 (6) of the Housing And Planning Act 2016 (as enacted or amended) which for the avoidance of doubt and for the purposes of this Agreement, is £250,000 Index Linked
"Qualifying First Time Buyer"	A First Time Buyer aged at least 23 years old but who has not yet reached the age of 40 whose maximum household income does not exceed Eighty Thousand Pounds (£80,000) Index Linked
"Registered Provider" and "RP"	any body registered with the Tenant Services Authority under Section 5 of the Housing Act 1996 as a provider of social housing

"Relevant Acquisition"	has the same meaning as "relevant acquisition of a major interest in land" contained within section 57AA(3) of the Finance Act 2003
"Retail Price Index"	the United Kingdom fiscal annualised retail prices index as published by the Office for National Statistics (or by any government department or other body upon which duties to prepare such an index devolve) provided that in the event of the method used to compile such index or such index being abolished or for any reason whatsoever to apply such alternative as shall be agreed by the Parties
"SANG"	The area of suitable alternative natural greenspace to be provided to mitigate inter alia the impact of the Development on the Dorset heathlands in accordance with the Fifth Schedule
"SANG Deposit"	An amount equal to the Bond Figure (as reduced in accordance with paragraph 8 of the Fifth Schedule) deposited with the Council and held throughout the SANG period to cover the Council's costs of undertaking Default Works in accordance with the Fifth Schedule
"SANG Land"	the land shown shaded orange on the plan appended as Plan 4 illustrating the SANG
"SANG Link"	The path providing public access from the Development to the SANG Land to be provided in accordance with the condition attached to the Planning Permission
"SANG Owner"	the Fifth Owner, Sixth Owner and Seventh Owner.
"SANG Management Plan"	A detailed plan for the creation and ongoing maintenance of the SANG as approved by the Council and revised from time to time in accordance with the Fifth Schedule.

"SANG Period"	a period of eighty (80) years from the date of first Occupation of the first Dwelling at the Development.
"SANG Service Charge/s"	means the charge levied on the owners of the Dwellings in respect of the management and maintenance costs of the SANG
"SANG Works"	the works to construct and deliver the SANG on the SANG Land as described more particularly in Part 2 of the Fifth Schedule
"Scheme"	a detailed scheme for the provision of the Affordable Housing in accordance with the detail included on Plan 2
"Second Property"	the property situate at and known as land at Knighton Farm, Canford Magna, Wimborne as is registered at the Land Registry under title number DT326214
"Section 278 Agreement"	an agreement authorising the carrying out of the Section 278 Works made under section 278 of the Highways Act 1980
"Section 278 Works"	Such works on the highway at Magna Road as are required to improve the infrastructure provision arising from the Development in accordance with any detailed design subsequently approved by the Council, together with such Ancillary Works as the Council may require (acting reasonably).
"Shared Ownership Housing"	means any Affordable Housing Unit disposed of a type described in (a) of the definition of "disposal on shared ownership terms" in Section 2(6) of the Housing Act 1996 and marketed in accordance with the requirements of the Housing & Communities Agency or any successor body
"Starter Homes Contribution"	means the total of

	<p>(i) a sum equal to 20% of the Market Value of the relevant Starter Home Unit, plus</p> <p>(ii) a sum equal to the community infrastructure levy which would have been payable in respect of the relevant Starter Home Unit at the Commencement of Development</p> <p>such sums to be used by the Council only for the purpose of securing the delivery of Affordable Housing and associated infrastructure within its administrative area</p>
"Starter Home Units"	the Dwellings to be provided as part of the Development in accordance with the Second Schedule in the locations indicated on Plan 2 and "Starter Home Unit" shall be construed accordingly
"Starter Home Transferee"	the person or persons to whom a Starter Home Unit is Disposed in accordance with the provisions of the Second Schedule
"Sublet"	the grant of a lease or other arrangement for exclusive possession of the whole of a Starter Home Unit for any period of time to a person who is not a Qualifying First Time Buyer (including an assured shorthold tenancy)
"Surety"	a bank or other financial institution as may be nominated by the SANG Owner and approved by the Council acting reasonably.
"Third Property"	the property situated at and known as land at Canford Magna, Poole as is registered at the Land Registry under title number DT175834.
"Traffic Regulation Contribution"	the sum of five thousand pounds (£5,000.00) Index Linked plus an administration fee of £75.00 to be paid by the Owner towards the costs and expenses of the Council making the Traffic Regulation Orders.

"Traffic Regulation Implementation Works"	The works such as the installation of traffic signs and the marking of the carriageway as necessary to give effect to the Traffic Regulation Orders
"Traffic Regulation Orders"	any orders necessary to manage and control traffic and parking on the public highway as required by the highway authority for the implementation and adoption of the Highway Works as public highway.
"Transport Mitigation Contribution"	The sum of four hundred and fifty thousand pounds (£450,00.00) Index Linked payable in accordance with paragraph 1 of the Fourth Schedule towards a package of measures to enhance of bus services in the vicinity of the Development in accordance with the Council's Supplementary Planning Guidance on Travel Plans (April 2003)
"Travel Pack"	A pack of information to be provided by the Owner to all initial owners/occupiers of the Development which shall include, as a minimum, information on sustainable travel links in the area, including details of cycling and walking routes, bus routes, local facilities and the benefits of sustainable travel.

2. Construction

- 2.1 Words importing the masculine include the feminine and the neuter and vice versa and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.2 Words importing the singular include the plural and vice versa
- 2.3 In this Agreement unless the context otherwise requires the expressions "the Council", "the Owner" and substituted words therefor shall include their respective successors in title, personal representatives and assigns and in the case of the Council the successors to its respective statutory functions.
- 2.4 Where the Owner is more than one person all covenants agreements and declarations on the part of the Owner herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Owner and so that the said covenants agreements and

declarations may be enforced by the Council against such persons jointly and severally as the Council shall in its absolute discretion decide or circumstances require

- 2.5 Where reference is made in this Agreement to clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement

3. Enabling Provisions

This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 and section 111 of the Local Government Act 1972 and all other enabling powers.

4. Commencement

This Agreement shall come into effect upon the date of this Agreement but the obligations contained herein shall become effective only upon i) the date of the grant of the Planning Permission and ii) the date of the Commencement of the Development save for Clause 9 which shall come into effect immediately upon completion of this Agreement

5. Covenants by the Owner

The Owner on behalf of themselves, their successors in title and all persons deriving title under them **HEREBY COVENANT** with the Council that upon the Planning Permission being granted they will observe the obligations imposed on the Owner as set out in the Schedules

6. Covenants by the Council

The Council **HEREBY COVENANTS** with the Owner that it will observe the obligations imposed on the Council as set out in the Schedules

7. Enforceability

- 7.1 The above covenants shall be enforceable by the Council (or any successor Council who fulfil the planning function for the area in which the Land is situated) as Local Planning Authority against the Owner and any person deriving title under them in respect of their interest or any lesser interest in the Land as if that person had also been a Party to this Agreement in respect of the interest for the time being held by him but no person or company shall be bound once he has parted with all interest in the land in accordance with Section 106(4) of the Act

- 7.2 The covenants contained in this Agreement shall cease for ever to bind the following part or parts of the Land :

- 7.2.1 if the Owner or the tenant of the Affordable Housing Units or the tenant of any Affordable Housing Unit grants a mortgage or financial charge over the Affordable Housing Units or any single Affordable Housing Unit to a bank

building society assurance company or other bona fide financial institution and there has been a bona fide default by the Owner or the tenant of the terms of the mortgage or charge and the financial institution seeks to dispose of the Affordable Housing Units or any of them under the terms of that mortgage or charge then such mortgagee or chargee shall be free from the restrictions in this Agreement as will any successor in title to the said mortgagee or chargee

7.2.2 if the tenant of any unit of Affordable Rented Housing erected on the Land exercises upon the Owner any compulsory and statutory right to purchase or acquire the Dwelling or where a tenant of a unit of Shared Ownership Housing staircases his equity share to 100% then any such tenant shall be free from the restrictions in this Agreement as will any subsequent purchaser

7.3 Save for the covenants within this Agreement relating to Affordable Housing and Starter Homes (as applicable), this Agreement shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Permission nor against those deriving title from them.

7.4 This Agreement shall not be enforceable against statutory undertakers providing services to the Land and deriving title in relation to the same

7.5 If any provision in this Agreement shall be held by the Secretary of State or a Planning Inspector to be invalid illegal unenforceable or not justified by and in accordance with the Community Infrastructure Levy Regulations (2010) (as amended) and the National Planning Policy Framework 2012 then that provision shall be of no effect SAVE THAT the validity legality and enforceability of the remaining provisions in this Agreement shall not in any way be deemed thereby to be affected or impaired

8. General

The Parties agree that:

- 8.1 nothing in this Agreement constitutes the grant or an obligation to grant the Planning Permission
- 8.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function
- 8.3 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers
- 8.4 the obligations contained in this Agreement are planning obligations for the purpose of Section 106 of the Act
- 8.5 this Agreement constitutes a deed
- 8.6 this Agreement is enforceable by the Council as local planning authority
- 8.7 this Agreement shall be registered as a local land charge by the Council

8.8 this Agreement does not confer nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999

8.9 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the register of Local Land Charges in respect of this Agreement.

9. Costs

The Applicant shall pay to the Council on completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement

10. No fetter of discretion

Nothing (contained or implied) in this Agreement shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

11. Waiver

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. Future Permissions

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

13. Mortgagee in possession

It is expressly hereby agreed and declared that any restriction on ownership or occupation of any Unit of Affordable Housing arising under or by implication from this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver)) of the whole or any part of an Affordable Housing Unit or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- (1) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of an Affordable Housing Unit; and

- (2) shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of an Affordable Housing Unit to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (3) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of an Affordable Housing Unit free from the obligations in the First Schedule of this Agreement which provisions shall determine absolutely

14 Release

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

15. Determination of Agreement

The obligations in this Agreement (with the exception of clause 9 costs) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- 15.1 expires;
- 15.2 is revoked other than at the request of the Owner; or
- 15.3 is quashed following a successful legal challenge.

16. Disputes

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 16.1 the tribunal shall consist of one arbitrator appointed jointly by the Parties;
- 16.2 in default of the Parties' agreement as to the arbitrator, the arbitrator shall be appointed on a Party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 16.3 the costs of the arbitration shall be payable by the Parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 16.4 the seat of the arbitration shall be London.

17. Agreements and declarations

The Parties agree that:

- 17.1 nothing in this Agreement constitutes the Planning Permission or an obligation to grant the Planning Permission; and

- 17.2 nothing in this Agreement grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

18. Notices

- 18.1 Any notice to be given under this Agreement must be in writing and must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 18.2 Any notice to be given under this Agreement must be sent to the relevant Party as follows:
- (a) to the Council at the Civic Centre, Poole, Dorset, BH15 2RU marked for the attention of the Head of Legal & Democratic Services;
 - (b) to the Owners at the addresses set out in the recitals of this Agreement marked for the attention of the relevant Party;
- or as otherwise specified by the relevant Party by notice in writing to each other Party.
- 18.3 Any notice given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and 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
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 18.4 A notice or other communication given under this Agreement shall not be validly given if sent by e-mail.
- 18.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Governing law


This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS of which this Agreement has been executed as a deed the day and year first before written

DO NOT SCALE
All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement

DESIGNERS RISK ASSESSMENT
Construction (Design and Management) Regulations 2007
RESIDUAL RISKS

REF	DESCRIPTION	DATE
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 Red Line Boundary Residential and SANG Area



REVISION	DATE	DESCRIPTION	CHECKED
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ARTNERSHIP

IAN DARBY PARTNERSHIP

NORTHERN

ST. JUDES, BARKER STREET, SHIELDFIELD, NEWCASTLE UPON TYNE, NE2 1AS
TEL (0191) 261 4442 FAX (0191) 261 1090 e-mail - info@icpartnership-northern.com

JOB / CLIENT
Canford Magna
BDW Southampton

DRAWING TITLE
Red Line Boundary

PROJECT NO	PROJECT NO	PROJECT NO
81: 2401	81: 2401	81: 2401
LP 01B	LP 01B	LP 01B

COPYRIGHT - idpartnership

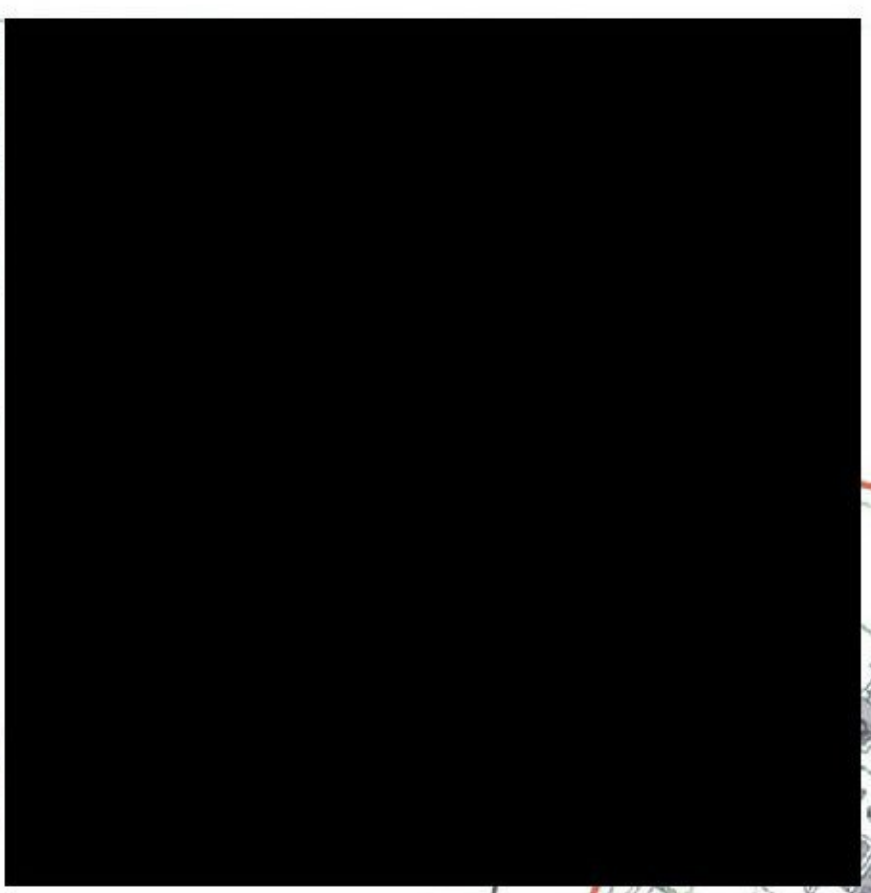
Plan 1

Plan 2

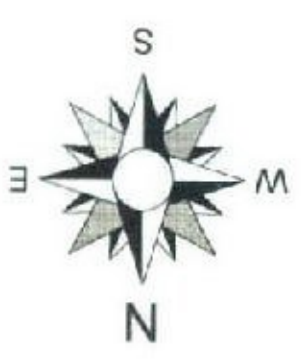
COPYRIGHT - Partnership	
DATE	November 2016
PROJECT NO	N81:2401
DRAWING NO	AL-01D
PROJECT	KD
DESIGNER	KT
Affordable Layout Plan	
Canford Magna, Poole	
for BDW Southampton	
KT JONES, BARKER STREET, SHILDHILL, NEWCASTLE UPON TYNE, NE2 1AS	
TEL: (0191) 261 4442 FAX: (0191) 261 1000 email: info@partnership-northern.com	

idp PARTNERSHIP
IAN DARBY PARTNERSHIP
NORTHERN

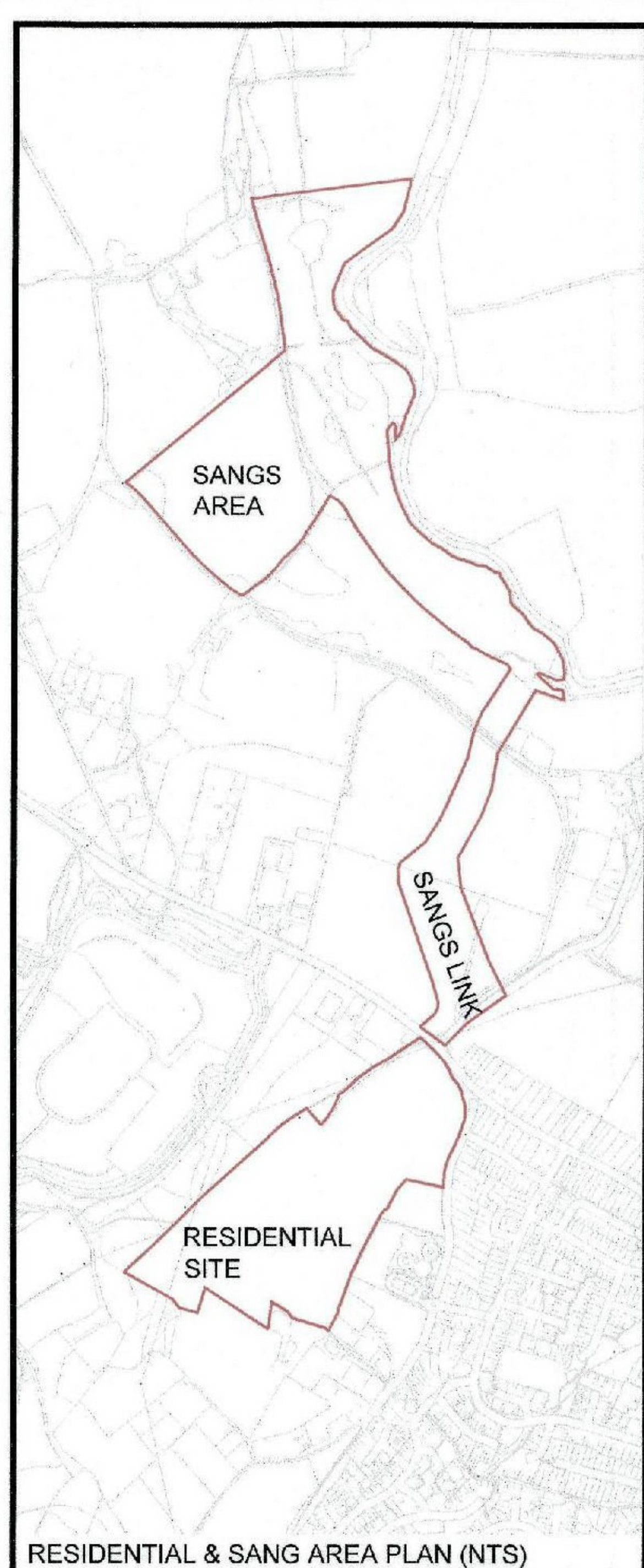
REVISION
DATE
DESCRIPTION
Rev A 29/05/17 updated to correspond with latest layout SL-01 Rev A KT
Rev B 14/07/17 updated to correspond with latest layout SL-01 Rev C KT
Rev C 28/07/17 updated to correspond with latest layout SL-01 Rev D KT
Rev D 18/08/17 updated to correspond with latest layout SL-01 Rev E KT

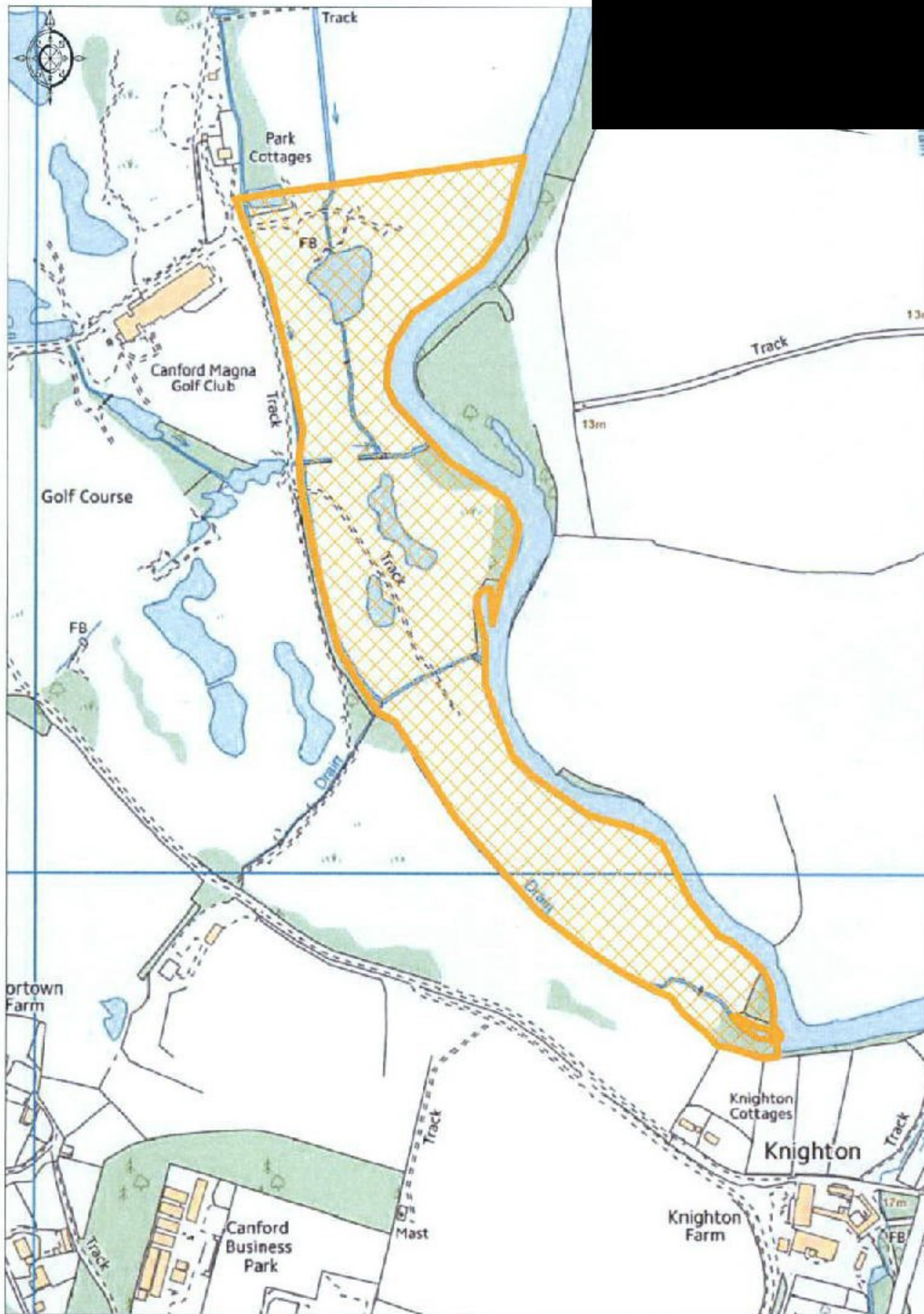


- Key**
- STARTER HOMES
 - SHARED OWNERSHIP
 - AFFORDABLE RENT



DO NOT SCALE
All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement
DESIGNERS RISK ASSESSMENT
RESIDUAL RISKS
DATE





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**EXECUTED as a DEED by the said ESTATE RESOURCES
AND MANAGEMENT LIMITED**

by one of its directors in the presence of:

W Signature
I

T Name HEATHER KENYON

N
E Address 8 LUNEDIN GARDENS

S
S FERNDOWN BH22 9EQ

Occupation PA

**SIGNED as a DEED by the said WILLIAM
EDWARD RIDDLE in the presence of:**

W Signature
I

T Name HEATHER KENYON

N
E Address 8 LUNEDIN GARDENS

S
S FERNDOWN BH22 9EQ

Occupation PA

**SIGNED as a DEED by the said TIMOTHY
ROBIN HARDING in the presence of:**

W Signature
I


T Name NATHAN ROSS

N
E Address 26 ELMS AVENUE

S
S POOLE BH148EF

Occupation PM

SIGNED as a DEED by the said
MICHALUCINDA RUSSELL in the presence of:

W Signature 

I

T Name NATHAN ROSS

N

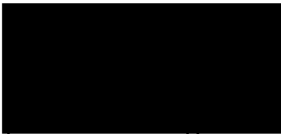
E Address 26 ELMS AVENUE

S

S PODE BH148EF

Occupation PM

SIGNED as a DEED by the said JEMMA ALEXI
HARDING in the presence of:

W Signature 

I

T Name HEATHER KENTON

N

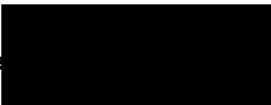
E Address 8 DUNEDON GARDENS

S

S FERNDOWN BH22 9EQ

Occupation PA

SIGNED as a DEED by TIMOTHY JOHN
WALKER for SONIA ANN MASON under a
power of attorney dated 24 March 2018 in the
presence of:

W Signature 

I

T Name DEBI MASKINS

N

E Address BLAKEBROOK GATE

S

S PAUNTON TA12PS

Occupation LEGAL PA

SIGNED as a DEED by TIMOTHY JOHN WALKER for SALLY VANESSA HARDING under a power of attorney dated 23 March 2018 in the presence of:

W Signature

I

T Name ...*DGSA HASKINS*...

N

E Address ...*Black Brook Gate*...

S

S ...*THURTON TALLEY*...

Occupation ...*LEGAL PA*...

EXECUTED AS A DEED by affixing THE COMMON SEAL of THE COUNCIL OF THE BOROUGH AND COUNTY OF THE TOWN OF POOLE in the presence of:

Head of Legal & Democratic Services

FIRST SCHEDULE – AFFORDABLE HOUSING

1. The Owner shall not cause or permit the Commencement of Development until the Scheme has been submitted to and approved by the Council.
2. The Owner shall construct and complete the Affordable Housing Units in accordance with the Scheme and the Planning Permission.
3. To offer the Affordable Housing Units for sale to a Registered Provider for an offer price calculated in accordance with Affordable Housing Supplementary Planning Document (adopted November 2011) **PROVIDED THAT** the Affordable Housing Unit (or any one or more of the Affordable Housing Units) may be disposed of on the open market to individual purchasers at the Discounted Rate (as distinct from their disposal to an RP) but only if the Owner or its successors in title shall have completed the following procedures:

- I) the Affordable Housing Units shall have first been offered for sale to a RP
 - (i) If the RP confirms it does not wish to complete the purchase of all or part of the Affordable Housing Units or fails to exchange contracts within three months of the offer; **AND**
 - (ii) the Owner shall thereafter have made a similar offer to sell the Affordable Housing Units to three further RP's; and
 - (iii) if any of those RP's fail to exchange contracts within three months or confirm that they do not wish to complete the purchase of all or part of the Affordable Housing; and
 - (iv) the Owner shall thereafter have made a similar offer to the Council and if the Council confirms that it does not wish to complete the purchase of the Affordable Housing or fails to exchange contracts within three months

THEN

- II) provided that the Owner shall have used reasonable endeavours to reach agreement with the Council the Owner may dispose of the Affordable Housing to any individual purchaser tenant or occupier on the open market at the Discounted Rate subject to a restrictive Covenant that no unit may be transferred other than at the Discounted Rate prevailing as at the date of any subsequent disposal **AND** in this instance the Owner shall:

- A include a covenant in the lease or transfer that the Affordable Housing Unit shall only be occupied by the purchaser of the property and any persons living with them
 - B submit to the Council within a period of six months of the completion of the Development or subsequent transfer of the Affordable Housing Unit a schedule identifying the Affordable Housing Unit to be disposed of at the Discounted Rate
 - C make available the Affordable Housing for sale at the Discounted Rate which shall be determined by an independent valuer who shall be a member of the Royal Institution of Chartered Surveyors
 - D ensure that the initial lease, sub-lease or transfer of each unit of accommodation contains a covenant requiring any subsequent sale of the Affordable Housing to be made on the same terms and conditions as set out in paragraph A and B.
- 3.1 prior to any Affordable Housing Unit being initially offered for sale at the Discounted Rate for the first time the Owner shall submit to the Council the Market Valuation of that Unit as determined by the independent valuer and give the Council a two month period to nominate suitable persons who shall be given the first option subject to status and financial standing to purchase the property
- 3.2 if following a period of two months from the date upon which the Council is notified of the intended sale of the Affordable Housing at the Discounted Rate any of the identified Affordable Housing Units and a person is not nominated by the Council or such a nominated person is not able to proceed with the purchase of the property the Owner will have the right to sell the property on the open market on the same terms and conditions referred to in this clause other than the rights granted to the Council to make nominations.
4. Subject to paragraph 3 of this Schedule the Owner shall enter into a contract with a Registered Provider to transfer the completed Affordable Housing Units to that Registered Provider (the "Contract") prior to the first Occupation of the first Market Unit.
5. Subject to paragraph 3 of this Schedule the Owner shall construct, complete and transfer the completed Affordable Housing Units to the Registered Provider in accordance with the Contract prior to Occupation of the final Market Unit.

SECOND SCHEDULE – STARTER HOMES

The Owner covenants with the Council as follows:

1. to provide the Starter Home Units in accordance with the terms of this Agreement;
2. prior to the first Disposal of the first Starter Home Unit to submit to the Council for their approval details of the Market Value and Discounted Price proposed for that Starter Home Unit and other Starter Home Units and on the date that is six (6) months following the submission of the aforementioned details to submit again to the Council for their approval details of the Market Value and Discounted Price with such submission to be repeated on each date that is six (6) months following each submission until such time as all Starter Home Units have been sold subject to paragraph 8 of this Schedule not to Dispose of any Starter Home Unit unless the Market Value and the Discounted Price have been approved by the Council (acting reasonably) provided always that for the purposes of this paragraph 2 any details which are submitted to and approved by the Council may subsequently be revised subject to agreement between the Owner and the Council;
3. not to Dispose of any Starter Home Unit other than in accordance with the terms of this Schedule;
4. that each Disposal by the Owner of any Starter Home Unit shall not be to anyone other than to a Qualifying First Time Buyer;
5. that each Disposal by the Owner of any Starter Home Unit shall not be for a price exceeding the Discounted Price;
6. that the first Disposal of a Starter Home Unit shall contain the following covenants by the Starter Home Transferee for themselves and their successors in title to the Starter Home Unit for the benefit of the Council:
 - 6.1 not to Dispose of the Starter Home Unit for a price exceeding the Discounted Price;
 - 6.2 not to Dispose of the Starter Home Unit other than to a Qualifying First Time Buyer;
 - 6.3 not to lease the Starter Home Unit but to occupy the Starter Home Unit as their only home;

- 6.4 not to Dispose of the Starter Home Unit without having first procured the entry of a restriction on the Proprietorship Register of the title for the relevant Starter Home Unit in accordance with paragraph 7 of this Schedule below; and
- 6.5 not to Dispose of the Starter Home Unit without on each occasion procuring that the Starter Home Transferee covenants directly with the Council to observe and perform the covenants contained in this paragraph 6 and delivers a completed deed of covenant in such terms to the Council.
7. So as to preserve the Starter Home Units as starter homes in perpetuity upon the first Disposal of a Starter Home Unit to a Qualifying First Time Buyer to procure that the Starter Home Transferee registers a restriction on the Proprietorship Register of the title for the relevant Starter Home Unit in the following form:

"No disposition of the registered estate by the proprietor or by the proprietor of any registered charge is to be registered without a certificate signed by a solicitor or conveyancer for the Transferee confirming that the provisions of clause [] of the [transfer] [registered lease] have been complied with or do not apply"

And the Council covenants with the Owner as follows:

8. In the event that the Council has not made any determination (approval or otherwise) in respect of the Market Value and Discounted Price (as applicable) within ten (10) Working Days of the receipt of the details of the same from the Owner pursuant to paragraph 3 of this Schedule then the Owner may at any time thereafter submit a written request to the Council to make its determination within a further period of five (5) Working Days from the date of such written request (the "Deemed Approval Period") and if no determination is then made by the Council during the Deemed Approval Period then the Market Value and Discounted Price shall for the purpose of paragraph 2 of this Schedule be deemed to have been approved by the Council based on the details as submitted by the Owner.
- 9.1 The provisions of this Schedule shall not be binding on any mortgagee in possession exercising a power of sale of a Starter Home Unit PROVIDED THAT the relevant mortgagee has first:
- (a) given written notice to the Council of its intention to market the relevant Starter Home Unit for sale. Such notice will identify the Starter Home Unit and provide an open market valuation of the same; and

- (b) allowed the Council Thirty Working Days from receipt of the notice to confirm either:
 - i) the Council will purchase the relevant Starter Home Unit at the Discounted Price; or
 - ii) the identity of a nominated purchaser who will purchase the Starter Home Unit at the Discounted Price.
- (c) The mortgagee has allowed the Council or a nominated purchaser eight weeks to exchange contracts for the purchase of the Starter Home Unit.

9.2. In the event that the Council purchases any Starter Home Unit pursuant to paragraph 9.1 (i) of this Schedule, it will not use the relevant unit for any other purpose other than as a unit of Affordable Housing in accordance with the terms of this Agreement.

10. The Owner and Council further covenant with each other:

10.1 In the event of the Owner being unable to secure the Disposal of the Starter Home Units (or Starter Home Unit as the case may be) to a Qualifying First Time Buyer at the Discounted Price within 6 (six) months of the date of Practical Completion of that Starter Home Unit then the Owner may following the end of that 6 (six) month period submit to the Council a request to pay the Starter Home Contribution in lieu of provision of the Starter Home Units such request to be accompanied by reasonable evidence to demonstrate that the Owner has taken all reasonable steps to secure the Disposal of the Starter Home Units, such evidence to include:

- (i) details of the marketing and advertising of the Starter Home Units over the 6 (six) month period;
- (ii) details of local market conditions;
- (iii) evidence of attempts to secure Qualifying First Time Buyers;

and in the event the Council is satisfied that all reasonable steps have been taken the Owner shall be entitled to pay the Starter Home Contribution attributable to that Starter Home Unit or Starter Home Units to the Council and upon such payment being received by the Council the Owner shall be entitled to dispose of the relevant Starter Home Unit or Starter Home Units (as the case may be) on the open market free of the obligations and restrictions in this Schedule

and the Council covenants with the Owner to use the Starter Home Contribution for the purposes only as described at clause 1 (Definitions) of this Agreement.

11. For the purpose of the Owner complying with paragraph 4 of this Schedule and discharging its obligation thereunder, the Council agrees and acknowledges that it shall be sufficient for the Owner to obtain a statutory declaration from the Qualifying First Time Buyer in which the relevant party declares that he/she or they are a Qualifying First Time Buyer.
12. The Starter Home Units must only be sold to First Time Buyers who provide reasonable proof that they will be securing a mortgage against the Starter Home Unit that they are intending to buy with at least a 25% loan to value of that Starter Home Unit.

THIRD SCHEDULE - PROVISION OF THE HIGHWAY WORKS

PART 1

COVENANTS BY THE OWNER

- 1 Prior to the Commencement of Development the Owner shall submit to the Council the detailed design, methodology and programme for the delivery of the Section 278 Works and the Highway Works for approval by the Council.
- 2 The Owner shall not cause or permit the Commencement of Development until the Section 278 Agreement has been executed.
- 3 The Owner shall not cause or permit the Commencement of Development (which for this paragraph 3 of the Third Schedule shall exclude construction of the spine road with associated works, the sales arenas, the SANG or the SANG link) unless and until the Section 278 Works have been completed and are operational.
- 3 Prior to Commencement of Development the Owner shall execute the Highways Agreement to secure the design, construction and completion by the Owner of the Highway Works and their subsequent adoption as publicly maintainable highway and deliver it to the Council.
- 4 Prior to the Occupation of any Dwelling or such other date agreed with the Council, the Owner shall obtain all Highway Consents and carry out and Practically Complete the Highway Works at its own expense in accordance with the terms of the Outline Planning Permission, the Highways Agreement referred to in paragraph 3 of this Schedule and the Highway Consents.
- 5 The Owner shall give to the Council at least four weeks advance notice in writing of its intention to carry out any part of the Section 278 Works or the Highway Works.
- 6 The Owner shall give to the Council at least four months advance notice in writing of the expected date of first Occupation of any Dwelling in order that the Traffic Regulation Orders can be made.
- 7 Prior to the first Occupation of the first Dwelling the Owner shall carry out the Traffic Regulation Implementation Works notified to them by the Council and shall maintain the notified Traffic Regulation Implementation Works to the satisfaction of the Council until the relevant areas are adopted as highway maintainable at the public expense including for the avoidance of doubt the remarking of any carriageway markings which are obscured by the laying of the final wearing course.
- 8 In the event that the Traffic Regulation Implementation Works are not completed to the satisfaction of the Council one month prior to the expected date of first Occupation of any

Dwelling the Council may enter the Land and carry out the Traffic Regulation Implementation Works (or any part of them) and recover the costs of doing so from the Owner along with any professional costs incurred and any VAT in respect of those costs.

PART 2

COVENANT BY THE COUNCIL

The Council covenants with the Owners as follows:

1. The Council shall enter into the Section 278 Agreement and the Highways Agreement referred to in paragraphs 2 and 3 of Part 1 of this Schedule and any Highway Consents with the Owner to secure the provision of the Section 278 Works, the Highway Works and their subsequent adoption as a publicly maintainable highway within a reasonable timescale so as not to cause any delay to the Development PROVIDED THAT the relevant application will not be deemed to have been received by the Council unless and until the Highway Authority (acting reasonably) has been supplied with sufficient information and technical detail of the designs to enable a determination to be made .

FOURTH SCHEDULE –

TRAVEL PLAN & TRANSPORT MITIGATION CONTRIBUTION

TRAVEL PLAN

1. The Owner covenants with the Council that it will not cause or permit the Commencement of Development unless the details of the Travel Pack have been submitted to and approved in writing by the Council. The Travel Pack shall be implemented as approved.

TRANSPORT MITIGATION CONTRIBUTION

2. The Owner covenants with the Council as follows:
 - 2.1 to pay one third of the Transport Mitigation Contribution (£150,000) to the County Council prior to Occupation of the 80th Dwelling;
 - 2.2 to pay one third of the Transport Mitigation Contribution (£150,000) to the Council prior to Occupation of the 160th Dwelling; and
 - 2.3 to pay the remaining third of the Transport Mitigation Contribution (£150,000) to the Council prior to the Occupation of the 240th Dwelling.

FIFTH SCHEDULE - SANG LAND

1. The Owner shall not cause or permit the Commencement of the Development unless and until the initial SANG Management Plan has been submitted to the Council for approval.
2. The SANG Management Plan will incorporate the following:
 - i) a detailed plan for the initial creation of the SANG Land, including a method statement and timeline for the carrying out of the SANG Works;
 - ii) a maintenance plan, including a programme for the replacement of essential infrastructure as required;
 - iii) proposals for the promotion of the SANG Land as open access land to the residents and visitor to the Dwellings;
 - iv) details of the signage and linkage to the Stour Valley Way; and
 - iv) provisions for the monitoring of the SANG Land by the Council in conjunction with other agencies acting only as the Council's agent at the Council's discretion to include inter alia Natural England and the Urban Heaths Partnership
3. On every tenth (10th) anniversary of the approval of the initial SANG Management Plan during the SANG Period or where otherwise agreed by the Parties, the SANG Owner shall submit any material changes to the SANG Management Plan to the Council for approval such approval not to be unreasonably withheld or delayed will undertake a review of the Management Plan and agree with the Council such revision as are necessary, documenting them in accordance with the procedure set out in this Fifth Schedule.
4. Prior to commencing the SANG Works the SANG Owner shall submit notice of the start date of the Sang Works to the Council
5. The SANG Owner shall complete the SANG Works in accordance with the SANG Management Plan (with the exception of works that include continuing maintenance and management responsibilities).
6. The Owner shall not cause or permit the first Occupation of the first Dwelling until the SANG Works have been completed and the SANG Land is made available for use by the public.
7. The SANG Owner shall provide the SANG Land for the SANG Period in accordance with the SANG Management Plan and during the SANG Period shall permit the public to walk over and along the SANG Land (but not so as to create a public right of way and the Council agrees that the SANG Owner shall take any reasonable actions to prevent the creation of the same) provided always that the SANG Owner may suspend use of various parts of the SANG Land at any time for the purposes of i) preventing the creation of a public right of way and ii) carrying out essential repairs to any footpaths for a period or periods together not exceeding one month in any 12 month period unless with the prior agreement of the Council or for reasons of public safety.

8. The SANG Owner shall within 30 Working Days of the date of this Agreement and at its own expense either i) pay the SANG Deposit to the Council or ii) enter into the Bond for the Bond Figure with the Surety for the performance of the SANG Owner's obligations under this Agreement. On the earlier of the date that is 3 years from the date of this Agreement or the date of the Occupation of the last Market Unit either (i) in the event the SANG Owner opted to pay the SANG Deposit then the Council shall retain the sum of £10,000 Index Linked and repay to the SANG Owner the balance of the initial SANG Deposit sum held or (ii) in the event the SANG Owner opted to enter into the Bond, the Council shall reduce the Bond Figure to £10,000 Index Linked.
9. The SANG Owner shall at all times during the SANG Period allow the Council, their agents and contractors access with or without workmen and equipment to inspect the SANG Works and the SANG Land.
10. Following an inspection, if the Council considers the SANG Owner to be in default of the SANG Owner's obligations under this Agreement the Council shall serve written notice on the SANG Owner setting out any works required to remedy such default ("the Default Works") and specify the period for undertaking those works which shall be no less than three months.
11. If the Default Works are not undertaken within the specified period, or an alternative period agreed between the SANG Owner and Council, then the Council in default of the SANG Owner's obligations under this Agreement will (if applicable) serve notice on the Surety and carry out and complete the Default Works. The Council will be entitled recover the cost of the Default Works from the SANG Deposit or from the Surety in accordance with the terms of the Bond.
12. The SANG Owner shall at all times during the SANG Period apply all SANG Service Charges received under the terms of the SANG Management Plan to the cost of maintenance and management of the SANG Land.
13. The SANG Works will include the following works to the SANG Land:
 - 13.1 provision of paths, tracks and bridges;
 - 13.2 erection of stock fencing;
 - 13.3 provision of dog training area;
 - 13.4 installation of benches, life buoys and dog waste bins; and
 - 13.5 installation of noticeboards, interpretative panels and signage to include the identification of links to the Stour Way.

14 CHANGE CONTROL PROCEDURE

- 14.1 A review of the SANG Management Plan by the Council and the SANG Owners shall result in:
 - (a) no further action being taken; or
 - (b) an agreement by the Parties to complete a Change Control Note in respect of minor amendments; or
 - (c) a revised SANG Management Plan being agreed.

14.2 Each Change Control Note shall contain:

- (a) the title of the Change;
- (b) the date of the request for the Change;
- (c) the reason for the Change;
- (d) full details of the Change;
- (e) a timetable for implementation;
- (f) provision for signature by the Council and the SANG Owners.

14.3 A Change Control Note signed by the Council and by the SANG Owners shall constitute an amendment to the SANG Management Plan.

SIXTH SCHEDULE - OTHER COVENANTS AND OBLIGATIONS

COVENANTS BY THE OWNER

- 1 The Owner will not cause or permit the Commencement of Development on the Land until the Heathland Strategic Access Management and Monitoring Contribution has been paid to the Council.
- 2 The Owner will not cause or permit the Commencement of Development on the Land until the Footway Contribution has been paid to the Council.
- 3 On or before the Practical Completion of the Highway Works pursuant to an agreement under Section 38 of the Highways Act 1980 the Owner will pay the Traffic Regulation Contribution to the Council.

COVENANTS BY THE COUNCIL

- 1.1 The Council will pay the Traffic Regulation Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 The Council will not use any part of the Traffic Regulation Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 1.3 In the event that the Traffic Regulation Contribution has not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Traffic Regulation Contribution, the Council shall refund to the party that paid the Traffic Regulation Contribution any part of the Traffic Regulation Contribution which has not been spent or committed for expenditure,
- 2.1 The Council will pay the Heathland Strategic Access Management and Monitoring Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.
- 2.2 The Council will not use any part of the Heathland Strategic Access Management and Monitoring Contribution other than for the purposes for which it was paid (whether by the Council or another party)
- 3.1 The Council will pay the Footway Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.
- 3.2 The Council will not use any part of the Footway Contribution other than for the purposes for which it was paid (whether the works are executed by the Council or another party).

- 3.3 In the event that the Footway Contribution has not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Footway Contribution, the Council shall refund to the party that paid the Footway Contribution any part of the Footway Contribution which has not been spent or committed for expenditure,
- 4.1 The Council will pay the Transport Mitigation Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.
- 4.2 The Council will not use any part of the Transport Mitigation Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 4.3 In the event that the Transport Mitigation Contribution has not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the Transport Mitigation Contribution, the Council shall refund to the party that paid the Transport Mitigation Contribution any part of the Transport Mitigation Contribution which has not been spent or committed for expenditure,

ANNEX A
SANG BOND

THIS BOND is made on [DATE] between:
[SANG OWNER]
[SURETY]

BACKGROUND:

(A) On 2018 the SANG Owner and The Council of the Borough and County of the Town of Poole entered into a section 106 agreement (**Agreement**) together with other parties and which included obligations on the SANG Owner for the provision of a SANG for the benefit of the public and occupiers of the Development.

(B) The SANG Owner is under an obligation to undertake certain SANG Works to deliver the SANG (**SANG Works**) on the terms and conditions specified in the Agreement.

(C) Paragraph 6 of the Fifth Schedule of the Agreement contains a covenant by the SANG Owner to enter into a bond to secure its obligations and liabilities under the terms of the Agreement relating to the SANG Works

(D) This Bond is supplemental to the Agreement.

(E) All words and phrases defined in the Agreement shall have the same meaning in this Bond, save where the context otherwise dictates.

1. The SANG Owner and the Surety are bound jointly and severally to the Council for the sum of £56,020.00 Index Linked (**Bond Figure**) and which sum consists of £46,020 being one year's maintenance costs of the SANG plus £10,000 of Council legal fees.
2. If the SANG Owner defaults in its obligation to carry out and complete the SANG Works as required by the Agreement, the Surety shall pay to the Council within 30 Working Days of written demand such sum of money as the Council estimates to be necessary to make good the default by the SANG Owner by the Council in accordance with paragraph 11 of Fifth Schedule of the Agreement.
3. If the actual cost of securing the obligations and liabilities of the SANG Owner in relation to the SANG Works exceeds such estimate the Surety shall pay the excess to the Council within 30 Working Days of written demand provided that the amount demanded shall not exceed the Bond Figure (whether as a single sum or as an aggregated sum). If the cost to the Council of completing the SANG Works is less than such estimate the Council shall pay the difference to the Surety within 30 Working Days of making good the default.
4. The Surety shall not be released or discharged from this Bond by any arrangement made between the SANG Owner and the Council for the variation of the SANG Works or otherwise, either with or without the consent of the Surety.
5. The Bond Figure shall be reduced in accordance with the provisions of paragraph 8 of the Fifth Schedule of the Agreement.
6. The obligations of the Surety under this Bond shall cease and determine absolutely at the end of the SANG Period unless a claim is made by the Council, in writing, before the end of the SANG Period in which case the Bond will remain in place until the claim is satisfied.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.