

**DATED**

**2026**

**BOURNEMOUTH, CHRISTCHURH AND POOLE COUNCIL (1)**

and

**AFC BOURNEMOUTH LIMITED (2)**

and

**BLACK KNIGHT STADIUM LIMITED (3)**

and

**MOUNT STREET MORTGAGE SERVICING LIMITED (4)**

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**AGREEMENT UNDER SECTION 106 & 106A OF  
THE TOWN AND COUNTRY PLANNING ACT 1990  
RELATING TO LAND AT THE VITALITY STADIUM,  
KINGS PARK DRIVE, BOURNEMOUTH, BH7 7AF**

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**THIS DEED OF PLANNING OBLIGATION** is dated the                      day of                      2026

## **PARTIES**

- (1) **BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of BCP Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY (the "**Council**"); and
- (2) **AFC BOURNEMOUTH LIMITED** incorporated and registered in England and Wales with company number 06632170 whose registered office is at Vitality Stadium Dean Court, Kings Park, Bournemouth, Dorset, BH7 7AF (the "**First Owner**"); and
- (3) **BLACK KNIGHT STADIUM LIMITED** incorporated and registered in England and Wales with company number 16375689 whose registered office is at Vitality Stadium Dean Court, Kings Park, Bournemouth, Dorset, BH7 7AF (the "**Second Owner**")
- (4) **MOUNT STREET MORTGAGE SERVICING LIMITED** incorporated and registered in England and Wales with company number 03411668 whose registered office is at 10 Queen Street Place, London, United Kingdom, EC4R 1AG (the "**Mortgagee**")

## **BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and by whom the obligations created by this Agreement are enforceable.
- (B) The First Owner is registered as the leasehold owner of part of the Land at the Land Registry under title numbers DT289729, DT337115, DT335791 and DT418486.
- (C) The Second Owner is the freehold owner of part of the Land under title number DT336884 and the leasehold owner of part of the Land under tile number DT336886.
- (D) The Council is registered as the freehold owner of part of the Land at the Land Registry under title numbers DT326239 and DT346953.
- (E) SSE Services PLC hold a leasehold interest in an electricity sub-station on the Land registered under title number DT285760. The Council hereby agrees that the interest held by SSE Services PLC does not need to be bound by the terms of this Agreement given the limited nature of their interest.
- (F) The Mortgagee is the beneficiary of a legal charge dated 20 February 2026 secured over the First Owner's interest in the Land registered at the Land Registry under title numbers DT289729, DT337115, DT335791 and DT418486 and the Second Owner's interest in the Land registered at the Land Registry under title number DT336884 and DT336886.
- (G) The First Owner has made the Application to the Council for Planning Permission and is proposing to carry out the Development.
- (H) Planning permission (ref: P/25/03733/FUL) for preliminary works in respect of the Development was granted by the Council on 2 April 2026 (the "**Enabling Works Permission**"). Prior to the Enabling Works Permission an agreement was entered into between the parties to this Agreement under section 106 of the Act (the "**Enabling Works Agreement**"). This Agreement is intended to replace and supersede the Enabling Works Agreement and the Enabling Works Agreement will be determined accordingly.

- (I) The Owner has paid the Council certain financial contributions under the Enabling Works Agreement and these will be considered as having satisfied and discharged the equivalent obligations under this Agreement to the extent set out herein.
- (J) The parties have agreed to enter into this Agreement in order to secure the planning obligations contained herein with the intention of binding their respective interests in the Land as stipulated herein and replacing the equivalent obligations in the Enabling Works Agreement to the extent that they have not already been performed.

## AGREED TERMS

### 1 INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

- "Act"** means the Town and Country Planning Act 1990 (as amended).
- "Application"** the planning application for the Development validated by the Council on 28 January 2026 under reference number P/25/04900/FUL.
- "Capacity Uplift A Date"** means the date on which, the available spectator capacity of the Vitality Stadium having increased by 800 ("**Capacity Uplift A**") as a result of implementation of the Development, the first ensuing football match open to the public occurs.
- "Capacity Uplift B Date"** means the date on which, the available spectator capacity of the Vitality Stadium having increased by 4,800 ("**Capacity Uplift B**") as a result of implementation of the Development, the first ensuing football match open to the public occurs.
- "Capacity Uplift C Date"** means the date on which, the available spectator capacity of the Vitality Stadium having increased by 5,480 ("**Capacity Uplift C**") as a result of implementation of the Development, the first ensuing football match open to the public occurs.
- "Capacity Uplift Completion Date"** ("**Capacity Uplift Completion**") the first football match open to the public occurs The date on which the first football match occurs after substantial completion of the works forming part of the Development which directly affect the capacity of Vitality Stadium ("**Capacity Completion Uplift**")
- "Commencement of Development"** means the carrying out in relation to the Development 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 purpose including Schedule 7A of the Act (and without prejudice to any planning conditions forming part of the Planning Permission), the following operations:
- (a) site clearance and temporary marking out;

- (b) site preparation;
- (c) demolition works;
- (d) archaeological investigations and evaluation and other ground investigations and site survey works;
- (e) evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;
- (f) diversion and laying of services;
- (g) tree felling and arboricultural works to trees;
- (h) erection of any temporary means of enclosure and temporary structures relating specifically to construction pursuant to the Planning Permission;
- (i) construction of temporary boundary fences or hoarding;
- (j) temporary signage including public direction and information signs,

and the expressions **“Commence”** **“Commence Development”** **“Commence the Development”** **“Commenced”** and **“Commences”** and all cognate expressions shall be construed accordingly.

<b>“Council’s Land”</b>	any part or parts of the Land where the Council is the freehold owner and the Owner has no interest or requires the consent of the Council as landowner to observe and perform its obligations under this Agreement
<b>“Default Interest Rate”</b>	means 4% per annum above the prevailing Bank of England base rate.
<b>"Development"</b>	means the development of the Land with the demolition of south stand and structures at the stadium. Phased expansion of stadium to provide additional general admission seating, hospitality and associated floorspace through replacement south stand, refurbishment and expansion of north, east and west stands and infilling of corners, erection of new perimeter fence line including turnstiles and access gates, new fan zone and ticket office, food and beverage kiosks, creation of outside broadcasting area with welfare, power and media facilities, lighting (including replacement floodlights), creation of secure away team coach parking, realignment of combined pedestrian / cycle path, amendment to groundskeepers’ compound, amendments to layout of car parking areas and circulation routes, replacement security building, cycle parking, relocation of equipment, plant and services and erection of new electricity substations, landscaping, public

	realm and ancillary and associated works pursuant to the Planning Permission.
<b>“Enabling Works Agreement”</b>	means the agreement dated 18 March 2026 made pursuant to section 106 of the Act between (1) the Council (2) the First Owner (3) the Second Owner and (4) the Mortgagee.
<b>“Expert”</b>	means an independent and professionally qualified expert with not less than ten (10) years relevant experience in the field of the matter in dispute appointed pursuant to Clause 12.2
<b>“HMMP”</b>	means the habitat management and monitoring plan for the Development which is to be submitted to and thereafter has been approved by the Council pursuant to the Planning Permission.
<b>“Index Linked”</b>	means increased by the percentage (if any) by which the Retail Price Index published by the Office for National Statistics (or any similar index replacing the same) 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.
<b>"Land"</b>	means the land at Vitality Stadium Kings Park Drive Bournemouth BH7 7AF shown edged red on Plan 1 and registered at HM Land Registry with absolute title under freehold title numbers DT336884, DT326239 and DT346953, and leasehold title numbers DT289729, DT336886, DT337115, DT335791 and DT418486.
<b>“Owner”</b>	means the First Owner and the Second Owner together and/or individually
<b>"Plan 1"</b>	means the plan attached within Appendix A.
<b>"Planning Permission"</b>	means the planning permission proposed to be granted pursuant to the Application
<b>“Proper Officer”</b>	means an officer of the Council having authority to exercise a particular function and any reference in this Agreement to the issue or grant of any certificate, or approval, agreement, consent or any other similar matter shall be exercisable by a Proper Officer in writing
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.
<b>“Vitality Stadium”</b>	means Vitality Stadium Kings Park Drive Bournemouth BH7 7AF being the stadium which is the home ground of AFC Bournemouth and its surrounding land and facilities

**"Working Day"** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to this Agreement or to any other deed or document referred to in this Agreement is a reference to this Agreement or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.11 References to clauses and Schedules Plans Appendix or Appendices Annexes and Annexures are to the clauses and Schedules Plans Appendix or Appendices Annexes and Annexures of this Agreement.
- 1.12 An obligation on a party not to do any act or thing includes an obligation not to procure cause permit allow or suffer such act or thing to be done.
- 1.13 Any words following the term(s) "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2 STATUTORY PROVISIONS**

- 2.1 This Agreement constitutes a deed creating planning obligations for the purposes of section 106 of the Act and is also made under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 This Deed also constitutes a modification agreed by the parties to the Enabling Works Agreement and is made pursuant to Section 106A of the Act to the effect that this

Agreement is supplemental to and supersedes the Enabling Works Agreement and the Enabling Works Agreement will when the provisions of this Agreement take effect pursuant to Clause 6.2 be deemed to be varied accordingly and discharged.

- 2.3 The covenants, restrictions and obligations and other provisions contained in this Agreement are insofar as they are capable of being so planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind their interest in the Land and their successors in title to such interests and persons deriving title under them
- 2.4 The planning obligations contained in this Agreement are enforceable by the Council in accordance with section 106 of the Act.

### **3 CONDITIONALITY**

- 3.1 This Agreement shall come into effect upon the date first set out above but the obligations contained in the Schedules hereto shall become effective only upon the later of:
- (a) The grant of the Planning Permission; and
  - (b) Except where an obligation falls hereunder or by law to be fulfilled prior to the Commencement of Development the date of the Commencement of Development; and
  - (c) Where an obligation falls hereunder or by reason of law to be fulfilled prior to the Commencement of Development one day after the grant of the Planning Permission

### **4 COVENANTS BY THE OWNER**

- 4.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations on its or their part or parts contained in the Schedules.
- 4.2 If the Owner requires access to or entry on the Council's Land to observe or perform obligations under Schedule 2, it shall not access or enter on the same until it has been granted a licence or leasehold interest by the Council for such purposes.

### **5 COVENANTS BY THE COUNCIL**

- 5.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained on its part in the Schedules

### **6 RELEASE**

- 6.1 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 Land, except in respect of any breach subsisting before parting with that interest.
- 6.2 The Enabling Works Agreement shall cease to have effect to the extent that the obligations and other matters set out therein are superseded, discharge by, or are inconsistent with this Agreement when fully in effect and/or have already been performed
- 6.3 This Agreement shall not bind any statutory undertaker who acquires an interest in the Land for the purposes of its statutory undertaking.

## **7 DETERMINATION OF AGREEMENT**

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

- (a) expires;
- (b) is varied or revoked other than at the Owner's request; or
- (c) is quashed following a successful legal challenge.

7.2 No sum paid to the Council and properly expended by it shall be repayable to any party in the event that this Agreement falls away under Clause 7.1

## **8 LOCAL LAND CHARGE**

8.1 This Agreement is a local land charge and shall be registered as such by the Council.

## **9 COUNCIL'S COSTS**

The Owner shall pay to the Council (if not already paid) on the date of this Agreement the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Agreement.

## **10 INTEREST ON LATE PAYMENT AND INDEXATION OF PAYMENTS**

10.1 If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). This interest will accrue on a daily basis for the period from the due date to and including the date of payment.

10.2 Whether expressly stated to be Index Linked or not any payment or instalment of any payment to be made to the Council under this Agreement shall be Index Linked

## **11 REASONABLENESS**

Any approval, consent, direction, certificate, authority, agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delayed.

## **12 DISPUTES**

12.1 Any dispute relating to or arising out of the terms of this Agreement shall be referred to the Expert for determination of that dispute provided that the provisions of this clause shall be without prejudice to the right of any party to seek resolution of any matter relating to this Agreement by the courts and/or in accordance with section 106(6) of the Act.

12.2 The parties to the dispute shall agree on the appointment of the Expert, or, in the absence of agreement, at the request of either of the parties the Expert shall be chosen by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute or by the President for the time being of the Royal Institution of Chartered Surveyors if the parties remain unable to agree on such method of appointment

- 12.3 The Expert shall be appointed jointly by the parties who are in dispute.
- 12.4 The decision of the Expert shall be final and binding upon the parties to the dispute (in the absence of manifest error or fraud) subject to the following provisions:
- (a) The charges and expense of the Expert shall be borne equally between the parties to the dispute unless the Expert shall otherwise direct;
  - (b) The Expert shall give the parties to the dispute an opportunity to make representations and counter representations to him before making his decision;
  - (c) The Expert shall reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 12.4(b); and
  - (d) The Expert shall make his decision within the range of any representations made by the parties to the dispute.

### **13 NO FETTER OF DISCRETION**

Nothing (contained or implied) in this Agreement fetters or restricts the Council's statutory rights, powers, discretions and responsibilities and for the avoidance of doubt the Council enters into this Agreement in its capacity as local planning authority and not so as to bind or create any interest in the Council's Land.

### **14 WAIVER**

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

### **15 FUTURE PERMISSIONS**

Nothing in this agreement prohibits or limits the right to develop any part of the Land 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.

### **16 AGREEMENTS AND DECLARATIONS**

- 16.1 The parties agree that:
- (a) nothing in this Agreement constitutes a planning permission or an obligation to grant planning permission;
  - (b) 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; and

- (c) Each clause, sub-clause, Schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, sub-clause, Schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, Schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained herein.

- 16.2 It is hereby agreed by the parties that if the Council shall after the date of completion of this Agreement grant a planning permission pursuant to an application made under section 73 of the Act in respect of the conditions attached to the Planning Permission (and for no other purpose whatsoever) references in this Agreement to the Application, the Development and to the Planning Permission shall be deemed to include any such subsequent section 73 planning application and the planning permission granted by the Council pursuant to such section 73 planning application and this Agreement shall apply and take effect and be read and construed accordingly UNLESS the Council in its absolute discretion determines that revised planning obligations are required to be secured by way of a new or supplemental deed under section 106 and 106A of the Act as a result of such section 73 planning application.
- 16.3 Any mortgagee or chargee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver shall have no liability under this Agreement unless and until such mortgagee, chargee or receiver or person carries out or procures the carrying out of the Development and/or takes possession of the Land or part thereof in which case it will be bound by the obligations as if it were a person deriving title from the Owner.
- 16.4 The Mortgagee consents to the completion of this Agreement and declares that its interest in the Land shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Land.
- 16.5 The Mortgagee shall have no liability under this Agreement unless and until the Mortgagee takes possession of the Land or part thereof and/or carries out or procures the carrying out of the Development in which case it will be bound by the obligations as if it were a person deriving title from the Owner.
- 16.6 Any future mortgagee or chargee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver shall have no liability under this Agreement unless and until such mortgagee, chargee or receiver or person takes possession of the Land or part thereof and/or carries out or procures the carrying out of the Development in which case it will be bound by the obligations as if it were a person deriving title from the Owner.

## **17 NOTICES**

- 17.1 Any notice or other communication 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.

17.2 Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:

- (a) to the Council at BCP Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY marked for the attention of Head of Law and Governance;
- (b) to the First Owner at Vitality Stadium Dean Court, Kings Park, Bournemouth, Dorset, BH7 7AF marked for the attention of Rebecca Todd;
- (c) to the Second Owner at Vitality Stadium Dean Court, Kings Park, Bournemouth, Dorset, BH7 7AF marked for the attention of Rebecca Todd; and
- (d) to the Mortgagee at 10 Queen Street Place, London, EC4R 1AG marked for the attention of Priya Patel,

or as otherwise specified by the relevant party by notice in writing to each other party.

17.3 Any notice or other communication given in accordance with clause 17.1 and clause 17.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt provided that, if delivery occurs:
  - (i) 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
  - (i) 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.

17.4 A notice or other communication given under this Agreement is not validly given if sent by email.

17.5 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.

## **18 THIRD PARTY RIGHTS**

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement PROVIDED THAT the exclusion of the said legislation shall not prevent all or any future successors in title to any of the parties to this Agreement from being able to benefit from or to enforce any of the provisions of this Agreement.

## **19 VALUE ADDED TAX**

19.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this Agreement is exclusive of VAT (if any).

19.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this Agreement, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

**20 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) will be governed by and construed in accordance with the law of England.

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

**EXECUTED AS A DEED BY  
BOURNEMOUTH, CHRISTCHURCH AND  
POOLE COUNCIL**

by affixing the common seal of in the presence  
of:

Authorised signatory

**EXECUTED AS A DEED BY** )  
**AFC BOURNEMOUTH LIMITED** )  
Acting by one director in the presence of: )

Witness Name:

Witness Signature:

Witness Address:

Witness Occupation:

**EXECUTED AS A DEED BY** )  
**BLACK KNIGHT STADIUM LIMITED** )

Acting by one director in the presence of: )

Witness Name:

Witness Signature:

Witness Address:

Witness Occupation:

**EXECUTED AS A DEED BY** )  
**MOUNT STREET MORTGAGE** )  
**SERVICING LIMITED acting by** )  
An Authorised Signatory in the presence of: )

Witness Name:

Witness Signature:

Witness Address:

Witness Occupation:

## SCHEDULE 1

### INFRASTRUCTURE WORKS

#### PART 1

#### INFRASTRUCTURE WORK REQUIREMENTS

1. In Part 1 of this Schedule the following words and expressions shall have the meaning ascribed to them

<b>"Additional Engineer's Fee"</b>	the costs reasonably and properly incurred by the Council in approving any alterations to the Works and inspecting the construction of the Works (including any Statutory Undertakers' diversions, alterations and other works) to ensure that the Works comply with the Drawings, the Infrastructure Works Drawings (as defined in Part 2 of this Schedule), the detailed design for the Works, the Specification and the Method Statement to the extent that any such costs are not covered by the Engineer's Fee.
<b>" Advance Warning Signs"</b>	public information signs giving notice of the commencement of the Works (or any part) or that communicates other relevant information.
<b>"CDM Regulations"</b>	the Construction (Design and Management) Regulations 2015 ( <i>SI 2015/51</i> ).
<b>"Certificate of Practical Completion"</b>	the certificate issued by the Proper Officer on Practical Completion of the Works (or any Phase thereof).
<b>"Client"</b>	the client as defined by the CDM Regulations
<b>"Construction Contract"</b>	any contract or contracts for the construction of the Works or any relevant parts let by the Owner to the Contractor in accordance with the terms of this Agreement
<b>"Contractor"</b>	the contractor or contractors appointed by the Owner as the principal contractor under the CDM Regulations to carry out the Works.
<b>"Default Cost"</b>	both the:  (a) reasonable and proper cost of carrying out the Default Work; and  (b) usual establishment charges of the Council.
<b>"Default Work"</b>	work required to be carried out following a Default Event (as defined in paragraph 18.1 of this Part of this Schedule) to

	secure the performance of the Owner's covenants, obligations and liabilities contained in this Schedule.
<b>“Drawings”</b>	the Drawings listed in Appendix D and signed by or on behalf of the parties and such other drawings as may be approved from time to time by the Council either as amendments to the Drawings or as part of the detailed design for the Works.
<b>“Emergency Works Deposit”</b>	<b>£50000.00</b> ] to be utilised by the Council in covering their internal costs in the event that the Owner fails to comply with any terms of this Schedule.
<b>“Engineer’s Fee”</b>	[ <b>12% of the total cost of the Works</b> ] to be used by the Council to pay for the costs incurred in approving the details submitted by the Owner pursuant to hereto the cost of any technical advice that is required before any feature or structure proposed as part of the Works can be approved and in inspecting the construction of the Works and any works to Statutory Undertakers' plant or equipment to ensure that the Works comply with the Drawings, the detailed design for the Works, the Specification and the Method Statement.
<b>“Existing Pedestrian /Cycle Path”</b>	the existing pedestrian/cycle path shown for identification purposes only on the plan annexed at Appendix C
<b>“Final Certificate”</b>	the certificate issued by the Council following the expiry of the Maintenance Period.
<b>“Health and Safety File”</b>	the file or other permanent record containing the information required by the CDM Regulations.
<b>“Health and Safety Plan”</b>	the plan that contains the pre-construction information and the construction phase plan both as defined in the CDM Regulations.
<b>“Maintenance Period”</b>	a period of <b>twelve (12) months</b> from and including the date of issue of the Certificate of Practical Completion unless at the end of that period the Proper Officer forms the view that the Final Certificate cannot be issued on the basis that the remedial works have not been completed in accordance with this Agreement in which case the Maintenance Period shall include such further period as shall elapse until issue of the Final Certificate.
<b>“Method Statement”</b>	a written statement detailing the individual construction processes to be employed to carry out the Works and a signing strategy that adequately demonstrates that the safety of the public will be ensured at all times.
<b>“Practical Completion”</b>	completion of the Works (or any Phase thereof), including any works required to be carried out as a result of the Stage 3 Safety Audit Report, that enables the relevant Phase t of the Works to be used for the purpose for which they were

	designed, save for any minor defects and Practically Complete shall be construed accordingly.
<b>“Pre-commencement Certificate”</b>	means the certificate to be issued by the Council to the Owner pursuant to paragraph 4 of this Schedule.
<b>“Programme”</b>	the programme(s) prepared by the Owner and agreed from time to time in writing by the Council for the carrying out of the Works showing the sequence in which the Works are to be carried out with an estimate of time that will be spent in carrying out each stage of the Works having regard to (where relevant) the timescales for completion specified in Part 2 of this Schedule.
<b>“Safety Audits”</b>	safety audits of the Works to be carried out in accordance with GG119 of the Design Manual for Roads and Bridges.
<b>“Safety Audit Report”</b>	the report to be prepared by the Safety Auditor following the carrying out of the Road Safety Audits.
<b>“Safety Auditor”</b>	an independent and suitably qualified engineer appointed by the Owner at the Owner's expense to carry out the Safety Audits such appointment having been previously approved in writing by the Proper Officer.
<b>“Sewer Adoption Agreement”</b>	means an agreement made under section 104 Water Industry Act 1991 or such other legislation in order to allow for the public adoption of a sewer and ancillary apparatus.
<b>“Specification”</b>	the specification to be attached to the Construction Contract which shall accord with the 6th edition of the Department for Transport's publication entitled "Specification for Works" published by Her Majesty's Stationery Office with subsequent amendments and as modified by the current additional and supplementary clauses of the Council and the technical requirements of the Proper Officer and shall be approved by the Proper Officer prior to tenders being invited for the construction of the Works.
<b>“Stage 2 Safety Audit Report”</b>	the Safety Audit Report relating to the detailed design of the Works to be carried out prior to commencement of the Works.
<b>“Stage 3 Safety Audit Report”</b>	the Safety Audit Report relating to the completed Works to be carried out prior to issue of the Certificate of Practical Completion.
<b>“Stage 4 Safety Audit Report”</b>	the Safety Audit Report relating to the completed Works to be carried out 11 months following the issue of the Certificate of Practical Completion.
<b>“Statutory Undertaker”</b>	a statutory undertaker as defined in section 329(1) of the Highways Act 1980 and including:

- (a) persons authorised under any enactment to carry on an undertaking for the supply of electricity, gas, water or any sewerage undertaking;
- (b) the Environment Agency;
- (c) a holder of a licence to operate telecommunication systems;
- (d) the Civil Aviation Authority; or
- (e) the holder of a licence to supply cable television.

**“Works”**

means:

- (a) the footpath/cycleway improvement works comprising the proposed diversion of the Existing Pedestrian/Cycle Path (the **“Phase 1 Works”**); and
- (b) the Infrastructure Works as defined in Part 2 of this Schedule set out below (the **“Phase 2 Works”**)

to be carried out in accordance with the Drawings including the Infrastructure Works Drawings (as defined in Part 2 of this Schedule) and any detailed design subsequently approved by the Council in accordance with this Agreement.

**2. Owner's obligations**

- 2.1 The Owner covenants with the Council to design, construct and complete the Works in accordance with the terms of this Schedule including the Programme
- 2.2 The Owner has paid the Emergency Works Deposit and the Engineer’s Fee on the date hereof.
- 2.3 The Owner covenants not to use or allow to be used such part of the Phase 1 Works that comprise the footpath/cycleway when completed for any purpose other than for pedestrians and cyclists and emergency access (but not parking) for emergency vehicles.
- 2.4. It is agreed and declared by the Owner and the Council that the provisions of Part 1 of this Schedule shall apply to the Phase 1 Works and the Phase 2 Works as separate and distinct elements each with its own bespoke requirements including financial matters, payments, and deposits.

**3. Restrictions on commencement of the Works**

- 3.1 The Owner shall not commence the Works:
  - (a) before obtaining all necessary consents and approvals;
  - (b) until the Proper Officer has issued the Pre-commencement Certificate; and

- (c) until it has secured any necessary licence (or leasehold interest as the case may be) from the Council in respect of any Works or works associated therewith to be carried out on the Council's Land.

PROVIDED THAT it is hereby agreed that the Owner may, with the approval of the Council (not to be unreasonably withheld or delayed) commence a Phase of the Works if it has complied with sub-paragraphs (a) to (c) in relation to such Phase of the Works.

#### **4. Pre-commencement Certificate**

4.1 In order to obtain the Pre-commencement Certificate, the Owner shall:

- (a) obtain approval in writing from the Proper Officer for:
  - i. the detailed design for the Works, the Specification, the Programme and the Method Statement;
  - ii. the name of the Contractor;
  - iii. the draft Construction Contract;
  - iv. the Stage 2 Safety Audit Report;
  - v. the Health and Safety Plan;
  - vi. details of any diversion or alteration works required to be carried out to Statutory Undertakers' mains, services, plant or equipment necessitated by the Works;
  - vii. the certificate of insurance cover of the Contractor;
  - viii. the location of car parking for site and construction personnel during the carrying out of the Works;
  - ix. any other information that the Proper Officer shall require including any variation (whether by way of alteration, addition or omission) to the Works;
- (b) pay to the Council:
  - i. the Engineer's Fee;
  - ii. the Emergency Works Deposit;
- (c) install the Advance Warning Signs in such locations as the Proper Officer advises and to the Proper Officer's reasonable satisfaction;
- (d) consult with, place orders with and pay any costs to Statutory Undertakers in relation to any works to their mains, services, plant or equipment necessitated by the Works including any works required by the Statutory Undertakers to divert the services to the satisfaction of the Proper Officer;
- (e) provide to the Proper Officer the contact details of a representative for the duration of the construction of the Works and the Maintenance Period and a telephone number of such representative which number will be operative on a 24-hour basis in cases of emergency;

- (f) ensure that the Works are properly notified to the Health and Safety Executive in accordance with the CDM Regulations and give to the Council a copy of the notification and any acknowledgement from the Health and Safety Executive; and
- (g) At any time after receipt of the Pre-commencement Certificate the Owner shall give to the Council not less than ten (10) Working Days written notice of the proposed date of commencement of the Works.

## **5. Construction of the Works**

5.1 The Owner shall, at its own cost, carry out and complete the Works:

- (a) in a good and workmanlike manner;
- (b) using only good quality materials approved by the Proper Officer;
- (c) in accordance with the details approved by the Council pursuant to this Schedule (or as otherwise agreed in writing with the Council); and
- (d) in compliance with all relevant British Standards, codes of practice and good building practice.

5.2 The Owner shall provide the Council with not less than twenty (20) Working Days' notice (or such lesser period as may be agreed by the Council) of the commencement of any works to Statutory Undertakers' mains or services, plant or equipment necessitated by the Works and shall at no cost to the Council carry out or procure the carrying out of such works in accordance with the details approved by the Council, the provisions of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004.

5.3 The Owner shall, as far as is practicable, lay at no cost to the Council:

- (a) any new drains, sewers, gas mains, water mains, pipes, electric cables and telecommunication cables before the foundations of the Works are laid;
- (b) any connections from the electric cables to the streetlamps before the paving comprised in the Works is carried out.

5.4 During the carrying out of the Works the Owner shall comply with directions of the Proper Officer in respect of lighting and signing of the Works and any diversion routes.

5.5 Before applying for the Certificate of Practical Completion the Owner shall commission the preparation and completion of a Stage 3 Safety Audit Report and carry out and complete at its own expense any additional works, alterations or amendments to the Works reasonably required by the Proper Officer within such reasonable period as the Proper Officer shall allow.

## **6. Certificate of Practical Completion**

6.1 Following completion of the Works, the Owner shall apply to the Proper Officer in writing for a Certificate of Practical Completion PROVIDED THAT it is hereby agreed that the Owner may apply for a Certificate of Practical Completion in relation to the Phase 1 Works only and/or with the consent of the Council at its sole discretion any part of the Phase 2 Works if the Council agrees that such part of the Phase 2 Works can be considered separately from other parts thereof for the purposes of this Schedule including matters affecting the safety of the public

- 6.2 Within ten (10) Working Days following receipt of a written application for the issue of a Certificate of Practical Completion the Proper Officer shall:
- (a) inspect the Works to which the application relates; and
  - (b) provide the Owner (where reasonable and necessary) with a definitive written list of any further works required to be carried out in order to achieve Practical Completion of the Works (or where appropriate part thereof) and any remedial works required as a result of the Stage 3 Safety Audit Report (the "**Additional Works**").
- 6.3 The Owner must carry out any Additional Works without delay and at its own cost.
- 6.4 The Additional Works shall be subject to the same inspection procedure set out in paragraph 6.2(a) until such time as the Works (or where appropriate part thereof) are Practically Complete to the reasonable satisfaction of the Proper Officer and safe and fit for the type of traffic expected to use the Works.
- 6.5 Within twenty (20) Working Days of a satisfactory inspection, the Certificate of Practical Completion shall be issued to the Owner provided that the maintenance period of any sewer constructed on or under the Works (or where appropriate part thereof) in accordance with a Sewer Adoption Agreement has expired and the sewer has been adopted.
- 6.6 From and including the date of issue of the Certificate of Practical Completion the Phase 1 Works shall be available for use by emergency vehicles (for emergency access only) cyclists and pedestrians.

## **7. The Maintenance Period**

- 7.1 During the Maintenance Period the Owner shall in relation to the Works in respect of which a Certificate of Practical Completion has been issued ("relevant works") at its own cost and to the reasonable satisfaction of the Proper Officer:
- (a) maintain the relevant Works; and
  - (b) remedy and make good any damage or defect in the relevant Works.
- 7.2 During the Maintenance Period the Owner shall, at its own cost carry out routine maintenance of the relevant Works such as sweeping and cleaning as may be required to facilitate the use of the relevant Works;
- 7.3 Before applying for a Final Certificate, the Owner shall commission the preparation and completion of a Stage 4 Safety Audit Report and carry out and complete at its own cost any additional works, alterations or amendments to the relevant Works reasonably required by the Proper Officer as a result of the Stage 4 Safety Audit Report within such reasonable period as the Proper Officer shall allow.

## **8. Final Certificate**

- 8.1 After the expiry of the Maintenance Period the Owner must apply to the Proper Officer in writing for a Final Certificate.
- 8.2 Within ten (10) Working Days following receipt of a written application for the issue of a Final Certificate the Proper Officer shall:

- (a) inspect the Works to which the application relates; and
- (b) provide the Owner (where reasonable and necessary) with a definitive written list of any further works required to be carried out in order to remedy and make good any defect or damage to the Works which may have arisen during the Maintenance Period (including any defect in, or damage to, the road surface water drainage system) and any remedial works reasonably required as a result of the Stage 4 Safety Audit Report (the "**Further Works**").

- 8.3 The Owner must carry out any Further Works without delay and at its own cost.
- 8.4 The Further Works shall be subject to the same inspection procedure detailed in paragraph 8.2(a) until such time as the Owner has remedied or made good any such defect or damage to the reasonable satisfaction of the Proper Officer.
- 8.5 Within twenty (20) Working Days of a satisfactory inspection the Proper Officer shall issue the Final Certificate to the Owner provided that:
- (a) the Owner has paid to the Council all amounts due to the Council under this Schedule including the Additional Engineer's Fee such payment shall be made within ten (10) Working Days of receipt by the Owner of notification in writing from the Proper Officer of any sum due.
  - (b) the Owner has delivered to the Proper Officer each of the following:
    - i. two (2) computer discs (or such other reasonable means of data transfer as agreed between the parties) containing full sets of coloured drawings showing to a scale of 1:500 the relevant Works as constructed, in a format specified by the Proper Officer;
    - ii. two (2) computer discs (or such other reasonable means of data transfer as agreed between the parties) containing copies of the Health and Safety File and the final Health and Safety Plan; and
    - iii. verification that any sewers constructed on or under the Land, in accordance with a Sewer Adoption Agreement, have been adopted by a sewer authority.
- 8.6 From the date of issue of the Final Certificate the Owner's obligations under this Schedule in relation to such part of the Works that are the subject of the Final Certificate shall be deemed to be discharged.
- 8.7 Any residual balance of the Emergency Works Deposit will be refunded to the Owner by the Council within ten (10) Working Days of the date of issue of the Final Certificate for all of the Works.

## **9. Minor alterations**

- 9.1. If the Owner wishes to amend the design or revise the proposals for implementation of the Works, including the Programme or Method Statement, it shall submit details in writing to the Council. No amendments or revisions shall be implemented without the prior written approval of the Proper Officer.
- 9.2 If the Proper Officer considers it necessary and reasonable and notifies the Owner in writing and in a timely manner the Owner may be required to incorporate minor alterations or additions to the design or construction of the Works.

9.3 The terms and provisions of this Agreement shall apply to any such amended or revised works as they apply to the Works as originally designed.

## **10. Access to and opening of the Works**

10.1 During construction of the Works, the Owner shall give to or procure for the Proper Officer and any other person or persons authorised by the Proper Officer free access to every part of the Works and the site for the purpose of inspecting the Works and all materials used, or intended to be used, for the Works. The Owner shall give effect to any requirements made or direction given by the Proper Officer so that the Phase 1 Works conform to the Drawings, the Phase 2 Works conform to the Infrastructure Works Drawings (as defined in Part 2 of this Schedule), and the Works as a whole conform to the detailed design for the Works and the Specification.

10.2 While carrying out any inspection under this clause, the Proper Officer and any other authorised person shall comply with any reasonable health and safety requirements notified to them by the Owner.

10.3 Unless otherwise directed by the Proper Officer, the Owner shall not cover up or put out of view any Works without the approval of the Proper Officer. The Owner shall give at least five (5) Working Days written notice to the Proper Officer whenever any works or foundations are ready or about to be ready for examination. The Owner shall give the Proper Officer full opportunity to examine any works about to be covered up or put out of view and to examine foundations before any permanent work is placed on top.

10.4 During construction of the Works and prior to the issue of the Certificate of Practical Completion, the Proper Officer may require the Owner to open up or expose any of the Works that have been covered up without previously being notified to the Proper Officer. If the Owner fails to comply with any such instructions the Council may take up or expose the relevant part of the Works. The Owner shall pay the Council's reasonable and proper costs of such taking up, exposure and reinstatement.

## **11. Materials sampling and testing**

11.1 The Owner shall, if requested by the Proper Officer, make all necessary arrangements for an independent accredited testing facility, approved by the Council, to test the materials proposed to be used in connection with the Works. The Owner shall bear the full cost of such testing and give to the Proper Officer, at no expense to the Council, copies of all material testing certificates.

11.2 Any material rejected by the Proper Officer, acting reasonably, as a result of the tests carried out shall not be used by the Owner for any of the Works.

## **12. Keeping clean and tidy**

12.1 All roads, footpaths, rights of way and other means of passage that lead to, from or cross the site of the Works and are available for use by the public during the carrying out of the Works shall be kept free from mud or other substances deposited through the construction operations of the Works and any such substance deposited by the Owner or the Contractor shall be promptly removed at no cost to the Council.

12.2 If such substances are not promptly and adequately removed the Council may close any associated crossings, entrances and exits and in the event of there being a danger to the public may arrange for the substances to be removed by its own employees or contractors and may recover its reasonable and proper costs from the Owner. On removal of the substances the Council shall allow such crossings, entrances and exits to be reopened.

Any losses or expenses incurred as a result of these measures shall be borne by the Owner.

- 12.3 On completion of the Works the Owner shall clear away and remove from the Land all construction plant, surplus material, rubbish and temporary works relating to the Works and leave the site of the Works in a good and workmanlike condition.

### **13. Extension of time to complete the Works**

- 13.1 Without prejudice to any remedy of the Council, the Proper Officer may in its absolute discretion give written notice to the Owner granting an extension of time to complete the Works. The Proper Officer may grant more than one such extension.
- 13.2 If, by any impediment, prevention or default, whether by act or omission by the Council (except to the extent caused or contributed to by any default, whether by act or omission of the Owner), the Council delays the carrying out and completion of the Works the Proper Officer shall grant an extension of time to complete the Works or the Owner's obligations under this Agreement for a further period or periods, by giving written notice to the Owner. Such extension shall be commensurate with the delay suffered by the Owner that was caused by such impediment, prevention or default.

### **14. Suspension of the Works**

- 14.1. If the Owner intends to suspend construction of the Works for a period of more than ten (10) Working Days, the Owner shall notify the Proper Officer in writing of:
- (a) the intended suspension not less than ten (10) Working Days before the start of the suspension; and
  - (b) the Owner's intention to re-commence construction of the Works not less than ten (10) Working Days before such re-commencement.
- 14.2 If the Owner fails to notify the Proper Officer of the intended suspension pursuant to paragraph 14.1 the Additional Engineer's Fee shall be increased by such amount as the Proper Officer, exercising absolute discretion, sees fit to reimburse the Council any additional cost incurred in inspecting the Works because of such failure.

### **15. CDM Regulations**

- 15.1 The Owner and the Council agree that, to the extent that the Council may be a Client for the purposes of the CDM Regulations, the Owner is to be treated as the only Client in respect of the Works for the purposes of the CDM Regulations.
- 15.2 The Owner agrees to undertake all the obligations of a Client and to use its best endeavours to ensure that the Works are carried out in accordance with the CDM Regulations.
- 15.3 The Owner shall ensure that the Health and Safety File is maintained correctly and is available for inspection in accordance with the CDM Regulations.
- 15.4 The Owner warrants it has taken or shall take all reasonable steps to be satisfied that all contractors (including the Contractor) engaged on the Works are suitable and competent having regard to their responsibilities in relation to the Works and the CDM Regulations.
- 15.5 The Owner shall indemnify and keep the Council indemnified against any breach of the Owner's obligations under this paragraph 15

## 16. Indemnities

- 16.1 The Owner shall indemnify the Council against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance by the Owner of its obligations in this Agreement or at any time in connection with or incidental to the carrying out or use of the Works (including without limitation any negligent or defective design or construction of the Works) including (but not limited to):
- (a) third party claims for death, personal injury or damage to property;
  - (b) statutory or other liability for the safety or security of the working methods, employment practices, protection of the environment and control of pollution; and
  - (c) third party claims for unlawful interference with any rights of light, air, support, water, drainage or any other easement or right.
- 16.2 This indemnity shall not apply in respect of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any act, neglect, default or liability of the Council.

## 17. Insurance

- 17.1. From and including the date on which the Works commence until the date of issue of the Final Certificate for the whole of the Works, the Owner shall maintain public liability insurance for a sum of not less than **£10 Million** in respect of any single claim, the number of claims being unlimited, in the Owner's or the Contractor's (as the case may be) own name to cover claims for injury to, or death of, any person or loss or damage to any real or personal property arising out of the execution and use of the Works.
- 17.2 The Owner shall ensure that the Council's interests under this Agreement are endorsed on the insurance policy.
- 17.3 Before commencing the Works the Owner shall provide the Council with a certificate of insurance cover and shall supply the Council (if requested) with a copy of the insurance policy as proof that it is in force and any such other information relating to the policy as the Council shall reasonably require.

## 18. Works in default

- 18.1 If the Owner fails to carry out or complete the Works in accordance with the Owner's obligations under this Schedule (a "**Default Event**"), the Council, after giving not less than twenty (20) Working Days written notice or (in the event of there being a significant danger ) such lesser period as may be reasonable in the circumstances, to the Owner
- (a) specifying the Default Work; and
  - (b) containing an estimate by the Proper Officer of the Default Cost,

shall (provided the Owner has not already carried out the Default Work) be entitled to carry out or complete the Default Work, using the Council's own employees, or by contractors or otherwise and to recover from the Owner the reasonable and proper cost of carrying out or completing the Default Works as certified by the Proper Officer.

## PART 2

### INFRASTRUCTURE WORKS

1. In Part 2 of this Schedule the following words and expressions shall have the meaning ascribed to them

**"Infrastructure Works"**

means:

- (a) King's Park Drive / West Car Park Access improvements;
- (b) Improved cycle parking including secure hub and relocation of Cycle Parking North of West Car Park and additional Sheffield stands in South Car park (the "**Cycle Parking**");
- (c) Improved pedestrian provision within South Car park;
- (d) Improved Beryl Bike Super hub;
- (e) Realigned Footway / cycleway crossing over Kings Park Drive
- (f) Crossing on King's Park Drive (adjacent to King's Park Road)
- (g) Crossing on King's Park Drive (adjacent to Ashley Rd link)
- (h) Gloucester Road (Kings Park to Turning head) and new footway provision

to be carried out in accordance with the Infrastructure Works Drawings and any detailed design subsequently approved by the Council in accordance with this Agreement.

**"Infrastructure Works Drawings"**

the Drawings listed in Appendix E and signed by or on behalf of the parties and such other drawings as may be approved from time to time by the Council either as amendments to the Drawings or as part of the detailed design for the Works.

2. The Owner covenants with the Council to carry out and complete the Cycle Parking prior to the Capacity Uplift A Date.
3. The Owner covenants with the Council to carry out and complete the Infrastructure Works (excluding the Cycle Parking) prior to the Capacity Uplift B Date.

## PART 3

### OFF-SITE HIGHWAY WORKS

1. In Part 3 of this Schedule the following words and expressions shall have the meaning ascribed to them

**"Highway Works"** means:

- (a) Wayfinding along identified routes between station and stadium (Primary route via Christchurch Road / Gloucester Road, Secondary route via Clarence Park Road and Park); and
- (b) Bus stop improvements at Holdenhurst Road, Littledown Avenue, Christchurch Road and Ashley Road;

to be carried out in accordance with the Highway Works Drawings and any detailed design subsequently approved pursuant to the Section 278 Agreement(s).

**"Highway Works Drawings"** the Drawings listed in Appendix F and signed by or on behalf of the parties and such other drawings as may be approved from time to time by the Council either as amendments to the Highway Works Drawings or as part of the detailed design for the Highway Works agreed pursuant to the Section 278 Agreement(s).

**"Section 278 Agreement(s)"** means such agreement or agreements as are required for the Highway Works pursuant to section 278 and other provisions of the Highways Act 1980 incorporating the Council's standard requirement including 100% security, safety audits and maintenance periods prior to the final certificate.

2. The Owner covenants with the Council to:

- 2.1 enter into any Section 278 Agreement(s) reasonably required in order to carry out the Highway Works prior to the Capacity Uplift B Date; and
- 2.2 carry out and complete the Highway Works to adoption standard but not including the maintenance period prior to the Capacity Uplift B Date.

**PART 4**  
**CYCLE PARKING**

1. In Part 4 of this Schedule the following words and expressions shall have the meaning ascribed to them
  - "Cycle Hub"** means the cycle hub to be constructed as part of the Development and identified on drawing [250176-STA-C-00-DR-A-3112, 250176-STA-C-00-DR-A-3113 and 250176-STA-C-00-DR-A-3114] and contained within Appendix F or such other approved drawings subsequently agreed with the Council with a capacity for [ TBA ] cycles
  - "Football Season"** means the period from the first premier league, European, first divisional or cup football match in the season played at the Vitality Stadium until the last such match in the season played at the Vitality Stadium
  - "Transport Working Group"** means as defined in Schedule 3
2. The Owner covenants with the Council to carry out and complete the Cycle Hub prior to the Capacity Uplift C Date.
3. The Owner covenants with the Council for a period of 5 years from the Capacity Uplift A Date (the **"First Monitoring Period"**) and for a period of 5 years from the Capacity Uplift Completion Date (the **"Second Monitoring Period"**) to:
  - 3.1 monitor on days where football matches and/or events are taking place at the Vitality Stadium the maximum number of cycles parked within the Cycle Hub; and
  - 3.2 retain a record of such monitoring supported by, where reasonably practicable, photographic evidence (the **"Cycle Hub Capacity Record"**).
4. The Owner will provide an up-to-date copy of the Cycle Hub Capacity Record to the Council upon request and in any event at the end of each Football Season.
5. In the event that the Cycle Hub Capacity Record identifies that the Cycle Hub has on average exceeded 80% capacity for the entirety of a Football Season then:
  - 5.1 the Owner will as soon as reasonably practicable from the end of the relevant Football Season prepare reasonable and proportionate proposals for increasing the cycle parking capacity that serves the Vitality Stadium and a timetable for completing the same and present these proposals to the Transport Working Group for consideration;
  - 5.2 the Owner will have reasonable regard to the representations of the Transport Working Group and will then present proposals to the Council for approval; and

- 5.3 the Owner will use reasonable endeavours to progress the proposals approved by the Council including for the avoidance of doubt applying for planning permission and any other necessary consents if so required and for these to be installed by the start of the next Football Season.
6. At the end of the Second Monitoring Period and completion of any improvements resulting therefrom the obligations under this Part 4 of this Schedule shall cease.
7. If during the First Monitoring Period and the Second Monitoring Period improved cycle parking facilities are in the opinion of the Transport Working Group needed pending any upgrade of the Cycle Hub the Council and the Owner shall agree (such agreement not to be unreasonably withheld or delayed by either) on temporary or permanent cycle parking improvements which the Owner shall procure and provide within six months of such agreement or such extended timescales agreed between the parties acting reasonably.

## SCHEDULE 2

### THE BIODIVERSITY GAIN PLAN AND THE HMMP

1. For the purposes of this Schedule the following expressions shall have the following meanings, unless the context requires otherwise:

<b>“Biodiversity Credit”</b>	means credit or credits under Section 101 and schedule 14 of the Environment Act 2021 and which are to be purchased by the Owner
<b>“Biodiversity Gain Land”</b>	All parts of the Land which are required to create achieve maintain and manage the matters set out in the HMMP
<b>“Biodiversity Gain Plan”</b>	means the biodiversity gain plan required to be submitted pursuant to the Planning Permission or any biodiversity gain plan replacing it in accordance with the Act which in either case has been approved by the Council
<b>“BNG Monitoring Fee”</b>	means the sum of £6800.00 less any sum already paid to the Council pursuant to the Enabling Works Agreement Index Linked in respect of the Council’s reasonable and proper fees for checking and monitoring the obligations set out in the HMMP
<b>“Completion Certificate”</b>	A certificate issued by the Council on the application of the Owner to the effect that the Habitat Works have been completed.
<b>“Duration”</b>	means a period of not less than 30 years commencing on the date of the Completion Certificate
<b>“Habitat Management and Monitoring Plan or (“HMMP”)</b>	means the Habitat Management and Monitoring Plan approved pursuant to the Planning Permission and any variation to the same agreed with the Council.
<b>“Habitat Monitoring Report”</b>	means a written report which provides an assessment of the performance and efficacy of the HMMP in the period preceding the relevant Monitoring Report Date being twelve months or such longer period as shall have lapsed since the previous Monitoring Report
<b>“Habitat Works”</b>	means the habitat enhancement and creation works specified in the HMMP
<b>“Monitoring Report Date”</b>	The date on which the Completion Certificate is issued and thereafter the first, second, third, fourth, fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries of the date of the Completion Certificate.

<b>“Offsite Biodiversity Units”</b>	Units of biodiversity net gain allocated from a habitat site outside the Land and which has been duly registered for such purposes with Natural England on the biodiversity gain site register
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The Owner covenants with the Council as follows:

2. When it has received a licence to carry out the HMMP on the Council's Land, to carry out and to notify the Council of completion of the Habitat Works, and the Council will as soon as reasonably practicable (and in any event within 10 Working Days) inspect the Habitat Works and (acting reasonably) either provide the Owner with:
  - a. a Completion Certificate; or
  - b. a definitive written list of any further works required to be carried out in order to complete the Habitat Works

PROVIDED THAT a Completion Certificate cannot be issued until the Development has been completed

3. To implement maintain, manage, and monitor the Habitat Works in accordance with the HMMP for the Duration to be carried out on the Biodiversity Gain Land provided that if the Owner cannot secure a licence to enter the Council's Land in time to enable it to implement the relevant part of the HMMP thereon in the first year after Commencement of Development it shall (unless otherwise agreed with the Council) in place thereof purchase Biodiversity Credits or Offsite Biodiversity Units of equivalent value to implementation of such parts of the HMMP as are to be implemented on the Council's Land and the obligations under this Schedule shall thereafter cease in relation to such parts of the HMMP that relate to the Council's Land upon the said purchase of Biodiversity Credits or Offsite Biodiversity Units being evidenced in a revised Biodiversity Gain Plan.
4. To submit a Habitat Monitoring Report to the Council on the relevant Monitoring Report Date which shall provide details of how the HMMP has been discharged or otherwise performed and where there has been any default in compliance any steps taken to remedy such default provided that with the consent of the Council the periods for submission of such report may be extended or waived.
5. The Owner has already paid the BNG Monitoring Fee of which the Council acknowledges receipt pursuant to the Enabling Works Agreement which will be applied by the Council to the obligations under this Agreement.
6. Not to Commence Development until the HMMP has been approved by the Council
7. To pay from time to time any additional reasonable and proper fees calculated in accordance with the BNG Monitoring Fee Scale published by the Council from time to time, which the Council may demand arising as a result of any additional Biodiversity Gain Land inspection by the Council caused by a failure by the Owner to comply with any matter set out in the HMMP.
8. In the event that the Council considers that the Owner is not complying with or is in substantial breach of the HMMP or any terms hereof the Council may serve notice ("**Default Notice**") on the Owner setting out the non-compliance or breach which it considers to have occurred or be occurring (the "**Breach**") such steps which it

considers necessary to remedy the Breach and the time period during which it requires the Breach to be remedied.

9. In the event that the Council serves a Default Notice on the Owner the Owner shall remedy the Breach within the relevant period prescribed for such purpose in the Default Notice PROVIDED THAT if the Owner disputes any part of the Default Notice the Owner reserves the right to refer the dispute to an Expert in accordance with clause 12.
10. If at the end of the period specified in a Default Notice to remedy the Breach the same has not been remedied to the reasonable satisfaction of the Council, the Council may enter the relevant part of the Biodiversity Gain Land with such officers, contractors agents, contractors, vehicles, plant, machinery and equipment as it deems necessary, and carry out such actions as it deems necessary to remedy the Breach.
11. The Owner shall pay to the Council all reasonable and proper costs and expenditure of any kind which it incurs under paragraph 10 above within 20 Working Days of receiving notice of a demand for such payment.

### SCHEDULE 3

#### TRANSPORT WORKING GROUP

1. For the purposes of this Schedule the following expressions shall have the following meanings, unless the context requires otherwise:

<b>“Transport Working Group”</b>	means an advisory body to be chaired by the Council and AFC Bournemouth Limited whose objective shall be to consider and propose reasonable mitigation measures for public transport and highways matters arising from the Development, including traffic flow and traffic management to assist in public access to the Development and <b>“TWG”</b> shall be construed accordingly
<b>“TWG Contribution”</b>	means One Hundred and Fifty Thousand Pounds (£150,000) to fund reasonable mitigation measures for public transport and highways matters arising from the Development, including traffic flow and traffic management

	to assist in public access to the Development paid by the Owner to the Council in accordance with paragraphs 4 and 5 of this Schedule
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2. The Owner and the Council shall (if not already agreed at the date hereof) within three months of the date hereof agree the following matters:
  - a. the bodies whom they wish to participate in the TWG which may include but not be limited to:
    - Ward Councillors,
    - Network Rail,
    - South Western Railway,
    - AFC Bournemouth,
    - Sovereign Centre,
    - Avonbourne Academies,
    - BCP Greenspaces,
    - Council Highway Officers,
    - Go South Coast,
    - Beryl Bikes,
    - Police Services & British Transport Police.
    - Local Bus Services.
  - b. all matters relating to the proceedings of the TWG including but not limited to:
    - frequency of meetings
    - Voting rights generally
    - voting rights on expenditure items (to be limited to the Owner and the Council)
    - setting of agendas and preparation of minutes
    - any other matter conducive to the proper conduct of the TWG
  - c. a constitution setting out the members and procedures
  
3. The Owner will provide reasonable evidence to the TWG of the employment of community safety officers to patrol the area around the Development to secure lawful

parking and street behaviour during days when football matches are being played at the Vitality Stadium.

4. The Owner has already paid the Council Fifty Thousand Pounds (£50,000) forming part of the TWG Contribution of which the Council acknowledges receipt pursuant to the Enabling Works Agreement which will be applied by the Council to the obligations under this Agreement.
5. The Owner shall deposit the balance of the TWG Contribution with the Council prior to the first premier league match of the 2026/2027 football season.
6. The TWG may provide advice and recommendations on how the TWG Contribution can be utilised PROVIDED THAT it shall remain the joint decision of the Council and the Owner as to how the TWG Contribution shall be spent in accordance with paragraph 7 or, in the case of a dispute, the decision of the Expert pursuant to paragraph 8.
7. The Council and the Owner shall jointly agree on how the TWG Contribution shall be utilised, which shall only fund reasonable mitigation measures for public transport and highways matters arising from the Development, including traffic flow and traffic management to assist in public access to the Development.
8. In the event that the Council and the Owner disagree on how the TWG Contribution should be utilised then either party can refer the dispute to the Expert for determination in accordance with clause 12 of this Agreement.
9. The Council will return to the party who paid the TWG Contribution any remaining balance of the TWG Contribution inclusive of interest that has not been spent or is programmed to be spent in accordance with this Schedule within 10 (ten) years of the date of receipt of the TWG Contribution by the Council.
10. For the avoidance of doubt the Owner acknowledges to the Council that no statutory order be made or implemented relating to the public highway without the approval of the Council duly and properly exercising its statutory powers and duties in respect of such matters.

#### SCHEDULE 4 -OTHER CONTRIBUTIONS

1. For the purposes of this Schedule the following expressions shall have the following meanings, unless the context requires otherwise:

<b>“Barrier Contribution”</b>	means the sum of Twenty-Six Thousand Pounds (£26,000.00) to deter and/or prevent the parking of motor vehicles at the Leisure Centre otherwise than by persons attending the same for leisure activities provided there or working or providing services thereat
<b>“Beryl Bike Contribution”</b>	means the sum of Fifty Thousand Pounds (£50,000.00) to be used by the Council for improvements to off-site parking areas and delivery of 10 new bikes that serve the Development
<b>“Council Contributions”</b>	means the Barrier Contribution, Beryl Bike Contribution, CPZ Contribution, CPZ Enforcement Officer Contribution, Event Day CPZ Permits Contribution, Kings Park

	Contribution, Off-Site Pedestrian/Cycle Improvements Contribution, Pokesdown Station Contribution, the Permanent Traffic Regulation Order Contribution, and the Travel Plan Monitoring Fee
<b>“CPZ Contribution”</b>	Means a sum of up to Two Hundred and Two Thousand Pounds (£202,000.00) to be used by the Council for the implementation of the Event Day CPZ including the consultation, design, signage and lining of the same and staff costs
<b>“CPZ Enforcement Officer Contribution”</b>	means the sum of Seventy-Five Thousand Pounds (£75,000.00) required by the Council to cover the cost of the employment of officers to enforce the restrictions on parking and/ or driving motor vehicles in the vicinity of Vitality Stadium on Event Days
<b>“Event Day”</b>	means a day when a proposed event within the Vitality Stadium is likely to involve attendance of more than 8,000 spectators
<b>“Event Day CPZ”</b>	the proposed controlled parking zone to be applied in the vicinity of the Vitality Stadium
<b>“Event Day CPZ Permits Contribution”</b>	Means five sums of Ninety-Eight Thousand Pounds (£98,000.00) payable on an annual basis as set out in paragraph 8 of this Schedule to be used by the Council for providing and managing the supply of permits pursuant to the Event Day CPZ
<b>“Kings Park Contribution”</b>	means the sum of Two Hundred and Thirty Two Thousand Five Hundred Pounds (£232,500.00) to be used by the Council towards street furniture (including but not limited to benches, bollards and knee rails), lighting, wayfinding, and additional trees (particularly cherry trees to assist with wayfinding) within Kings Park and upgrades to the Clarence Road play park.
<b>“Leisure Centre”</b>	means the facility known as Kings Park Leisure and Learning Centre which lies within the general vicinity of the Land
<b>“Off-Site Pedestrian/Cycle Improvements Contribution”</b>	means the sum of One Hundred and Thirty Thousand Pounds (£130,000.00) to be used by the Council as follows:  (a) £80,000.00 towards off-site pedestrian/cycle improvements to cover local improvements that serve the Development which comprises the crossing of Thistlebarrow / Littledown Avenue /

	William Road and the crossing of Harewood Avenue / Petersfield Road; and  (b) £50,000.00 to improve lighting and amend bollards either side of Wessex Way underpass
<b>“Permanent Traffic Order Contribution”</b>	The sum o £16,300.00 (sixteen thousand three hundred pounds) to be applied by the Council to traffic regulation orders in relation to the Development
<b>“Pokesdown Station Contribution”</b>	means the sum of One Hundred and Ten Thousand Pounds (£110,000.00) to be passed by the Council to the Relevant Railway Operator to improve facilities at Pokesdown railway station, including wayfinding and access doors
<b>“the Relevant Railway Operator”</b>	means South Western Railway Limited or such replacement entity responsible for the operation of trains to and from Pokesdown station, Bournemouth
<b>“Temporary Traffic Regulation Order Contribution”</b>	means the sum of Twenty Thousand Pounds (£20,000.00) required by the Council to promote two traffic regulation orders under the Road Traffic Regulation Act 1984 in relation to the parking of motor vehicles and a residents parking scheme in the vicinity of the Vitality Stadium
<b>“Travel Plan Monitoring Fee”</b>	The sum of £10,095.00 (ten thousand and ninety-five pounds) to be applied by the Council towards monitoring the travel plan in respect of the Development

2. The Owner has already paid the Council the Barrier Contribution and the Temporary Traffic Regulation Order Contribution pursuant to the Enabling Works Agreement which are being applied by the Council as if such contributions were paid pursuant to this Agreement
3. The Owner covenants with the Council to pay the Council the Kings Park Contribution prior to the Commencement of the Development
4. The Owner covenants with the Council to pay the Council:
  - a. the Off-Site Pedestrian/Cycle Improvements Contribution; and
  - b. the Beryl Bike Contribution;

prior to the Capacity Uplift B Date.
5. The Owner covenants with the Council to pay the Council the Pokesdown Station Contribution on the date of this Agreement.

6. The Owner covenants with the Council to pay the Council the CPZ Contribution prior to the Commencement of the Development.
7. The Owner covenants with the Council to pay the CPZ Enforcement Officer Contribution within 20 Working Days of being notified by the Council of the date on which the Event Day CPZ comes into force PROVIDED THAT the Owner has already paid the Council Thirty Three Thousand Pounds (£33,000.00) forming part of the CPZ Enforcement Officer Contribution of which the Council acknowledges receipt pursuant to the Enabling Works Agreement where it is defined as “the EO Contribution”.
8. The Owner covenants with the Council to pay the Event Day CPZ Permits Contribution within 20 Working Days of being notified by the Council that the Event Day CPZ has come into force (the “**First Payment Date**”). The Owner will thereafter on the first, second, third and fourth anniversary of the First Payment Date (or the next Working Day if the date is not a Working Day) pay a further Event Day CPZ Permits Contribution to the Council (making five payments of the Event Day CPZ Permits Contribution in total).
9. The Owner covenants to pay to the Council the Permanent Traffic Regulation Order Contribution prior to the Capacity Uplift A Date.
10. To pay the Travel Plan Monitoring Fee to the Council prior to the Capacity Uplift A Date.
11. The Council agrees to use the Council Contributions only for the purposes for which they have been received and to return to the paying party any part of such payments which has not been used or committed for use for the purposes for which it or they have been received within 10 years of receipt of payment of the relevant Council Contribution PROVIDED THAT the Council may pass sums received to third parties to secure the relevant purposes and shall have no liability to return any monies which have been paid to such third parties.

## **SCHEDULE 5**

### **ACHIEVING TRIGGERS**

1. Where the Owner is to perform any obligation hereunder prior to the Commencement of Development the Owner shall not Commence Development until such obligation has been discharged.
2. Where in this Agreement any payment has to be made to the Council on or prior to a date or event which precedes or is intended to precede the Capacity Uplift A Date spectators

shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift A facilities until such payment has been received by the Council.

3. Where in this Agreement any works have to be completed on or prior to the Capacity Uplift A Date spectators shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift A facilities until such works have been completed.
4. Where in this Agreement any payment has to be made to the Council on or prior to a date or event which precedes or is intended to precede the Capacity Uplift B Date spectators shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift B facilities until such payment has been received by the Council (excluding those facilities that comprise Capacity Uplift A).
5. Where in this Agreement any works have to be completed on or prior to the Capacity Uplift B Date spectators shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift B facilities until such works have been completed (excluding those facilities that comprise Capacity Uplift A).
6. Where in this Agreement any payment has to be made to the Council on or prior to a date or event which precedes or is intended to precede the Capacity Uplift C Date spectators shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift C facilities until such payment has been received by the Council (excluding those facilities that comprise Capacity Uplift A and Capacity Uplift B).
7. Where in this Agreement any works have to be completed on or prior to the Capacity Uplift C Date spectators shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift C facilities until such works have been completed (excluding those facilities that comprise Capacity Uplift A and Capacity Uplift B).
8. Where in this Agreement any payment has to be made to the Council on or prior to a date or event which precedes or is intended to precede the Capacity Uplift Completion Date spectators shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift Completion facilities until such payment has been received by the Council (excluding those facilities that comprise Capacity Uplift A, Capacity Uplift B and Capacity Uplift C).
9. Where in this Agreement any works have to be completed on or prior to the Capacity Uplift Completion Date spectators shall not be permitted to enter or attend football matches or other spectator events in the areas constituting the Capacity Uplift Completion facilities until such works have been completed (excluding those facilities that comprise Capacity Uplift A, Capacity Uplift B and Capacity Uplift C).

## **APPENDIX A**

### **Plan 1**

## **APPENDIX B**

### **Plan 2**

**APPENDIX C**  
**Existing Pedestrian/Cycle Path**

**APPENDIX D**  
**DRAWINGS**

[ ]

## APPENDIX E

### INFRASTRUCTURE WORKS DRAWINGS

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**APPENDIX F**  
**HIGHWAY WORKS DRAWINGS**

[ ]

**APPENDIX F**  
**CYCLE HUB**

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