

the Council from the Owners' Agent) and in particular the Viability Review Template Results the full details of the Proposed Additional Affordable Housing Provision (if any) and the Residual Surplus (if any) for the relevant Viability Review Phase either within the 30 Working Day period referred to in paragraph 3.17 or after that 30 Working Day Period has elapsed including during the process of Expert Determination.

- 3.11.1 the Council has rejected the content of the Viability Review Submission for the relevant Viability Review Phase (which for the avoidance of doubt is not a Premature Viability Submission) in writing to the Owners' Agent; and
- 3.11.2 the Owners via the Owners' Agent have responded in full to all written request/s for reasonable clarification further information and/or further evidence related to the Viability Review Submission for the relevant Viability Review Phase made by the Council to the Owners' Agent within 60 Working Days of the date on which the Council receives the Viability Review Submission (if any) and the Owners via the Owners' Agent have provided such clarification and/or further information and/or further evidence to the Council in full and in writing and any related amendment to the Viability Review Submission for the relevant Viability Review Phase; and
- 3.11.3 the Owners have reflected any variation to and/or clarification of the Viability Review Submission discussed with Council and/or referred to in the Owner's response to a request made by the Council for reasonable clarification and/or further information and/or further evidence as referred to in paragraph 3.11.2 in an updated/amended Viability Review Submission (the substance of which is otherwise unchanged from the original Viability Review Submission other than to reflect such variation and/or clarification) and have submitted such amended/updated Viability Review Submission to the Council via the Owners' Agent; and
- 3.11.4 60 Working Days have elapsed since the date on which the Council serves its written notification of its rejection of the content of the Viability Review Submission for the relevant Viability Review Phase for the first time pursuant to paragraph 3.11 1 above; and
- 3.11.5 the Owners' Agent has offered to the Council in writing at least 6 times and dates during the 60 Working Days referred to at paragraph 3.11.4 above (to be between 9am to 5pm inclusive on any day that is a Working Day) on which appropriately qualified representatives of the Owners including the Owners' Agent (with sufficient authority to make relevant decisions on behalf the Owners) are available to attend meetings of at least 4 hours in duration at the Council's Offices to try and obtain the Council's approval of the content of the Viability Review Submission (or such updated/amended version of the Viability Review Submission as may have been submitted to the Council via the Owners' Agent) for the relevant Viability Review Phase and that such representatives attend all meetings at the Council's Offices on the dates and times confirmed as accepted by the Council in writing to the Owners' Agent.
- 3.12 After all the events detailed in paragraph 3.11 have occurred the Council does not confirm that it either approves of or rejects the content of the Viability Review Submission for the relevant Viability Review Phase (or such updated/amended version of the Viability Review Submission that is in accordance with the requirements of paragraph 3.11.3 as it may have received from the Owners' Agent) in writing to the Owners' Agent within a further 20 Working Days after the 60 Working Days referred to in paragraph 3.11.4 above has elapsed or within 20 Working Days after the date on which the last updated/amended version of the Viability Review Submission that is in accordance with the requirements of paragraph 3.11.3 and/or the last item of information evidence or clarification that is requested by the Council during the 60 Working Days referred to in paragraph 3.11.4 and is received by the Council from the Owners' Agent (whichever is later).
- 3.13 After all the events detailed in paragraph 3.11 have occurred the Council confirms that it rejects the content of the Viability Review Submission for the relevant Viability Review Phase (or such updated/amended version of the Viability Review Submission as it may have received from the Consortium Agent) to the Owners' Agent in writing within the same 20 Working Days.
- 3.14 After either all of the events detailed in paragraph 3.11 and detailed in paragraph 3.12 have occurred the Owners have referred the matter of the Viability Review Submission for the

relevant Viability Review Phase to the Expert (the identity of which must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Deed.

- 3.15 After either all of the events detailed in paragraph 3.11 and detailed in paragraph 3.13 have occurred the Owners have referred the matter of the Viability Review Submission for the relevant Viability Review Phase to the Expert (the identity of which must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Deed.
- 3.16 the Council has referred the matter of the Viability Review Submission for the relevant Viability Review Phase to the Expert (the identity of which must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Deed.
- 3.17 30 Working Days have lapsed since the date on which the Council receives the Viability Review Submission (for the avoidance of doubt it not being Premature Viability Review Submission) for the relevant Viability Review Phase and the Council has not confirmed in writing to the Owners' Agent whether it approves of or rejects the content of the Viability Review Submission within same 30 Working Days in which case the content of the Viability Review Submission for the relevant Viability Review Phase as submitted to the Council by the Owners' Agent shall be deemed to be approved by the Council and in particular the Viability Review Template Results the full details of the Proposed Additional Affordable Housing Provision (if any) and the Residual Surplus (if any) for the relevant Viability Review Phase as detailed by the submitted Viability Review Submission.
- 3.18 The Owners covenant with the Council that:-
 - 3.18.2 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Two is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Two shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and
 - 3.18.3 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Three is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Three shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and
 - 3.18.4 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Four is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Four shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and
 - 3.18.5 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Five is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the

Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Five shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and

- 3.18.6 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Six is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Six shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and
- 3.18.7 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Seven is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Seven shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and
- 3.18.8 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Eight is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Eight shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and
- 3.18.9 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Nine is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Nine shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing; and
- 3.18.10 in the event that the matter of the content of a Viability Review Submission in relation to Viability Review Phase Ten is referred to the Expert (the identity of whom must be agreed between the Owners and the Council or decided by the Royal Institute of Chartered Surveyors) pursuant to paragraph 4 of this Schedule and the Expert fails to determine such matter within 80 Working Days and/or the Council does not approve the content of the Viability Review Submission within the same 80 Working Day Period that no more than 25% of the Dwellings within Viability Review Phase Ten shall be Occupied unless and until either the Expert has determined the matter or the Council approves the content of the Viability Review Submission in writing.

3.19 For the avoidance of doubt the Council shall not consider at all and is under no obligation to confirm to the Owners' Agent that it rejects a Premature Viability Review Submission that it receives and in the event the Council does receive a Premature Viability Review Submission the obligation in the relevant sub- paragraph of paragraph 2.1 not to Occupy a given number of Dwellings unless and until a Viability Review Submission is submitted to the Council for the relevant Viability Review Phase shall continue to apply and shall not be discharged unless and until the Council has received a Viability Review Submission for the relevant Viability Review Phase.

3.20 The Council covenants with the Owners that it shall confirm in writing to the Owners' Agent whether it approves of or rejects the content of the Viability Review Submission for each Viability Review Phase within 30 Working Days of receiving the same and if it rejects the content of a Viability Review Submission it shall give reasons why it is doing so and shall request such reasonable clarification and/or further information and/or further evidence relating to the relevant Viability Review Submission that it considers appropriate to do so.

3.21 The Council covenants with the Owners that it shall:-

3.21.1 take into account the most recent relevant housing need in the borough of Ashford as shown by the results of the most recently completed Strategic Housing Market Assessment (or such other assessment of housing need in the borough of Ashford as may supplement or succeed the Strategic Housing Market Assessment) conducted by the Council prior to serving the Affordable Housing Information Reply relating to each Viability Review Phase on the Owners' Agent and shall also take into account any consultation undertaken by the Council with Registered Providers relating to the provision of Affordable Housing Units on the Site; and

3.21.2 that in considering whether it requires the Additional Affordable Housing Provision (if any) to be extra care Affordable Housing Units or other forms of specialist housing when compiling an Affordable Housing Information Reply for any given Viability Review Phase the Council shall have particular regard to 1) the need for any such housing to reach a certain size and scale appropriate to its occupants to be cost effective and readily fundable and the advice of its housing officer and Registered Providers as to the necessary size and scale of developments comprising such Dwellings and 2) the proximity or otherwise of local facilities to serve such a development.

4 Expert Determination in relation to Viability Review Submissions Only.

4.1 The Owners and/or the Council may refer the matter of the content of a Viability Review Submission in respect of a Viability Review Phase relating to that Viability Review Submission (and in particular the Viability Review Template Results the full details of the Proposed Additional Affordable Housing provision (if any) the Surplus (if any) and the Residual Surplus (if any)) to an independent expert ("the Expert") for determination in the circumstances and within the timescales outlined in paragraph 3 of this Schedule only and provided that the party referring such matter to the Expert gives notice to the other party of its wish to do so, such notice containing a summary of all of the issues in dispute.

4.2 The Expert shall have at least 10 years' post-qualification experience in the subject matter of viability issues relating to residential development and be a qualified surveyor with the Royal Institute of Chartered Surveyors and shall be agreed upon between the Owners and the Council or, if not agreed within 20 Working Days of the of the notice of the party's wish to refer the matter to dispute resolution being served on the other party pursuant to paragraph 4.1, then at the request and option of either of the parties the Expert shall be nominated by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors

4.3 The Expert shall act as an expert and not as an arbitrator and his costs (including those of his nomination) shall be at his discretion and payable by the party who referred the matter of the relevant Viability Review Submission to him notwithstanding whether or not his decision on the dispute is in favour of that party.

- 4.4 For the avoidance of doubt (other than in respect of his costs) the decision of the Expert shall be binding on the parties.
- 4.5 Unless otherwise agreed the Expert shall be appointed subject to an express requirement that he reaches his decision and communicates 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 60 Working Days from the date of his appointment to act.
- 4.6 The Expert shall be required to give notice to each of the parties to the dispute inviting them to submit to him and each other within 20 Working Days of his appointment written submissions and supporting material and shall afford an opportunity for all parties to make counter submissions within a further 20 Working Days in respect of any such submission and material and his written decision with reasons shall be given to all parties to the dispute within 20 Working Days thereafter
- 4.7 For the avoidance of doubt this process of expert determination shall not apply and not be used in relation to a dispute in relation to any other matter other than the matter of the content of a Viability Review Submission in respect of a Viability Review Phase.
- 4.8 Nothing in this paragraph 4 shall prevent any party from seeking recourse to the High Court or any other court in England of competent jurisdiction or from exercising any right to take alternative action.

5 Confidentiality of Content of Viability Review Submissions and further information relating to Viability Review Submissions

- 5.1 Where information or documentation provided to the Council pursuant to this Agreement including the content of Viability Review Submission/s and/or further information relating to Viability Review Submission/s is of a confidential nature or may be (in the reasonable opinion of the Owners) exempt from disclosure to any other person other than the officers and members of the Council on a confidential basis under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (or any other relevant legislation relating to the disclosure of confidential information or contractual documentation) the Owners shall via the Owners' Agent identify in writing to the Council at the same time as and accompanying the disclosure of the information or documentation in question precisely which information is or may be so exempt and under which provision(s) of the said Act and Regulations/legislation and to give reasons for such opinion in order to assist the Council should they receive a request under the said Act and Regulations/legislation and need to make a determination in relation to any such exemption.

6 Payment of Residual Surplus in last Viability Review Submission and relating to Viability Review Phase Ten (if any) as a contribution to the Council.

- 6.1 The Owners covenant with the Council that in the event the Viability Review Submission relating to Viability Review Phase Ten is approved by the Council or determined by an Expert pursuant to paragraph 3 or paragraph 4 of this Schedule (as appropriate) and a Residual Surplus is identified as one of the Viability Review Template Results relating to that Viability Review Phase as approved by the Council or determined by the Expert (as appropriate) no more than 5600 Dwellings shall be Occupied until such Residual Surplus is paid to the Council and the Owners shall pay such Residual Surplus to the Council prior to the date on which the 5600th Dwelling to be Occupied is Occupied.
- 6.2 The Council covenants to use any Residual Surplus paid to it as a financial contribution pursuant to paragraph 6.1 above for the provision of affordable housing within the borough of Ashford.

SCHEDULE 24

Public Art

1. The Owners covenant with the Council as follows:
 - 1.1 Not to Commence the Development unless £50,000.00 (fifty thousand pounds) Index Linked has been paid to the Council for the purpose of a preparing a brief for the provision of public art within the Site (including delivery methods, timetables for delivery and possible locations) in consultation with the Owners and such others as the Council may decide
 - 1.2 Not to Occupy more than 99 Dwellings unless £100,000.00 (one hundred thousand pounds) Index Linked has been paid to the Council
 - 1.3 Not to Occupy more than 999 Dwellings unless £150,000.00 (one hundred and fifty thousand pounds) Index Linked has been paid to the Council
 - 1.4 Not to Occupy more than 1399 Dwellings unless £150,000.00 (one hundred and fifty thousand pounds) Index Linked has been paid to the Council
 - 1.5 Not to Occupy more than 2599 Dwellings unless £150,000.00 (one hundred and fifty thousand pounds) Index Linked has been paid to the Council
 - 1.6 Not to Occupy more than 4099 Dwellings unless £150,000.00 (one hundred and fifty thousand pounds) Index Linked has been paid to the Council
 - 1.7 Subject to operational requirements, to allow the public art to be installed in accordance with the brief for the Site and reserved matters approvals, subject to prior appointment being made and compliance with any health and safety requirements and causing as little damage as possible and making good and reinstating any damage so caused and installation being solely at the Council's own risk
 - 1.8 To maintain the installed public art in accordance with details which have been previously approved by the Council
2. The Paying Owners covenant with the Council to pay the total sum of £750,000.00 (seven hundred and fifty thousand pounds) Index Linked to the Council in the following instalments:
 - 2.1 £50,000.00 (fifty thousand pounds) Index Linked on the Commencement of Development
 - 2.2 £100,000.00 (one hundred thousand pounds) Index Linked upon the Occupation of the 100th Dwelling
 - 2.3 £150,000.00 (one hundred and fifty thousand pounds) Index Linked upon the Occupation of the 1000th Dwelling
 - 2.4 £150,000.00 (one hundred and fifty thousand pounds) Index Linked upon the Occupation of the 1400th Dwelling
 - 2.5 £150,000.00 (one hundred and fifty thousand pounds) Index Linked upon the Occupation of the 2600th Dwelling
 - 2.6 £150,000.00 (one hundred and fifty thousand pounds) Index Linked upon the Occupation of the 4100th Dwelling
3. The Council covenants with the Owners as follows:
 - 3.1 To only use the monies received on the brief for the Site and the provision and maintenance of public art within the Site (including checking for defects upon installation) with a view to there being at least one piece of art in each Main Phase
 - 3.2 To commission and install the public art in accordance with the brief for the Site

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- 3.3 To consult with the Owners' representatives and to have due regard to any comments and observations made in respect of the location, theme, artist and type of art under consideration
- 3.4 To give full credit to the Owners' for their contributions in any advertising, signage or promotional and publicity materials relating to the art works
- 4. The Council covenants with the Owner on whose land public art is to be installed to submit to that Owner in advance details of the commissioning costs (including administration, consultation, competitions and selection procedures) in respect of that public art and to consider any representations made in respect thereof by the relevant Owner

SCHEDULE 25
Heritage Interpretation

Archaeological and Heritage Contributions

The Owners covenant with the County Council as follows:

- 1 No Development shall be Commenced unless and until
 - 1.1 the Archaeological Archiving Contribution;
 - 1.2 the Heritage Interpretation Contribution; and
 - 1.3 Archaeologist Contribution (1)have all been paid to the County Council.
2. The Owners shall ensure that no more than 300 Dwellings in total are Occupied on the Site unless and until Archaeologist Contribution (2) has been paid to the County Council.
3. The Owners shall ensure that no more than 600 Dwellings in total are Occupied on the Site unless and until Archaeologist Contribution (3) has been paid to the County Council.
4. The Paying Owners shall pay to the County Council:
 - 4.1 the Archaeological Archiving Contribution, the Heritage Interpretation Contribution; and Archaeologist Contribution (1) before Commencement of the Development;
 - 4.2 the Archaeologist Contribution (2) before the earlier of (a) the date on which 301 Dwellings have been Occupied on the Site; or (b) the first anniversary of Commencement of the Development; and
 - 4.3 the Archaeologist Contribution (3) by the earlier of (a) the date on which more than 600 Dwellings have been Occupied on the Site and (b) the second anniversary of Commencement of the Development.

COUNTY COUNCIL COVENANTS

5. The County Council covenants with the Owners :-
 - 5.1 not to use the contributions paid under this Schedule and all accrued interest thereon for any purpose other than the specific purpose for which they were intended under this Deed; and
 - 5.2 at the expiration of 10 years from the date on which any contribution was received in accordance with the provisions of this Schedule, if any surplus balance has not been spent, allocated or committed for expenditure on the intended purposes then upon receipt of a written request, it shall repay to the person who paid the Contribution any unexpended balance (including any accrued interest).

SCHEDULE 26
Quality Agreement

1. The Owners covenant with the Council as follows:-

- 1.1 Not to Occupy more than 299 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.2 Not to Occupy more than 599 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.3 Not to Occupy more than 899 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.4 Not to Occupy more than 1199 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.5 Not to Occupy more than 1499 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.6 Not to Occupy more than 1799 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.7 Not to Occupy more than 2099 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.8 Not to Occupy more than 2399 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.9 Not to Occupy more than 2699 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.10 Not to Occupy more than 2999 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.11 Not to Occupy more than 3299 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.12 Not to Occupy more than 3599 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.13 Not to Occupy more than 3899 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.14 Not to Occupy more than 4199 Dwellings until a contribution of £40,000 Index Linked has been paid to the Council.
- 1.15 Not to Occupy more than 4499 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.16 Not to Occupy more than 4799 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.17 Not to Occupy more than 5099 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.18 Not to Occupy more than 5399 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.
- 1.19 Not to Occupy more than 5699 Dwellings until a contribution of £40,000.00 (forty thousand pounds) Index Linked has been paid to the Council.

2. The Paying Owners covenant with the Council as follows:

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- 2.1 To pay to the Council on the first anniversary of the Commencement of Development £80,000.00 (eighty thousand pounds) Index Linked
- 2.2 To pay to the Council on each of the subsequent nineteen (19) anniversaries of the Commencement of Development £40,000.00 (forty thousand pounds) Index Linked until either the Development has been completed or until a total of £760,000.00 (seven hundred and sixty thousand pounds) Index Linked has been paid to the Council, whichever occurs first.
- 2.3 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 300th Dwelling.
- 2.4 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 600th Dwelling.
- 2.5 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 900th Dwelling.
- 2.6 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 1200th Dwelling.
- 2.7 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 1500th Dwelling.
- 2.8 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 1800th Dwelling.
- 2.9 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 2100th Dwelling.
- 2.10 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to to the Occupation of the 2400th Dwelling.
- 2.11 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 2700th Dwelling.
- 2.12 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 3000th Dwelling.
- 2.13 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 3300th Dwelling
- 2.14 To pay £40,000 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 3600th Dwelling
- 2.15 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 3900th Dwelling
- 2.16 To pay £40,000 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 4200th Dwelling
- 2.17 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 4500th Dwelling
- 2.18 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 4800th Dwelling.
- 2.19 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 5100th Dwelling.
- 2.20 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 5400th Dwelling.
- 2.21 To pay £40,000.00 (forty thousand pounds) Index Linked to the Council prior to the Occupation of the 5700th Dwelling.

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3. The covenant by the Paying Owners in paragraph 2.2 to pay £40,000.00 (forty thousand pounds) Index Linked on each subsequent anniversary is conditional on at least 50 Dwellings having been constructed in the preceding 12 months. In the event fewer than 50 Dwellings have been constructed during that period, the Paying Owners covenant with the Council to pay to the Council £20,000.00 (twenty thousand pounds) Index Linked on that anniversary instead.
4. The Council covenants with the Owners to only use the monies for staff and related costs to monitor the quality of the Development, including the Chilmington Green Quality Agreement, Design Code and any other submitted or agreed materials specifications, design briefs, specifications, construction management plan, waste management plan, liaison with the CMO and local residents.

SCHEDULE 27
Travel Plan Monitoring Fee

1. The Paying Owners covenant with the Council and the County Council as follows:
 - 1.1 On the date the first travel plan is approved by the Council under condition 22 to pay to the County Council £1000.00 (one thousand pounds) Index Linked
 - 1.2 On each anniversary of the date the first travel plan was approved by the Council under condition 22 to pay to the County Council £1000.00 (one thousand pounds) Index Linked until and including the 24th anniversary
 - 1.3 In relation to every travel plan approved by the Council under condition 22, (i) to review each such travel plan with the County Council every year for 5 years starting with the date of its approval and thereafter on reasonable request by the County Council, (ii) not to unreasonably refuse to make amendments requested by the County Council and (iii) to supply the Council with any such amendments
2. The County Council covenants with the Owners to only use the monies received for the monitoring and review of the travel plans (which may include the recovery of costs previously incurred) for the specific purposes for which they were intended under this Deed.

SCHEDULE 28
Monitoring Fee

1 The Owners covenant with the Council as follows:

- 1.1 Not to Occupy more than 299 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.2 Not to Occupy more than 599 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.3 Not to Occupy more than 899 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.4 Not to Occupy more than 1199 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.5 Not to Occupy more than 1499 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.6 Not to Occupy more than 1799 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.7 Not to Occupy more than 2099 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.8 Not to Occupy more than 2399 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.9 Not to Occupy more than 2699 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.10 Not to Occupy more than 2999 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.11 Not to Occupy more than 3299 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.12 Not to Occupy more than 3599 Dwellings until a contribution of £25,000 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.13 Not to Occupy more than 3899 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.14 Not to Occupy more than 4199 Dwellings until a contribution of £25,000 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.15 Not to Occupy more than 4499 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.16 Not to Occupy more than 4799 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.17 Not to Occupy more than 5099 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.18 Not to Occupy more than 5399 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.
- 1.19 Not to Occupy more than 5699 Dwellings until a contribution of £25,000.00 (twenty five thousand pounds) Index Linked has been paid to the Council.

2. The Paying Owners covenant with the Council as follows:

Schedule 28

- 2.1 To pay to the Council on the first anniversary of the Commencement of Development £50,000.00 (fifty thousand pounds) Index Linked.
- 2.2 To pay to the Council on each of the subsequent nineteen (19) anniversaries of the Commencement of Development £25,000.00 (twenty five thousand pounds) Index Linked until either the Development has been completed or until a total of £475,000.00 (four hundred and seventy five thousand pounds) Index Linked has been paid to the Council, whichever occurs first.
- 2.3 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 300th Dwelling.
- 2.4 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 600th Dwelling.
- 2.5 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 900th Dwelling.
- 2.6 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 1200th Dwelling.
- 2.7 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 1500th Dwelling.
- 2.8 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 1800th Dwelling.
- 2.9 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 2100th Dwelling.
- 2.10 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 2400th Dwelling.
- 2.11 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 2700th Dwelling.
- 2.12 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 3000th Dwelling.
- 2.13 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 3300th Dwelling.
- 2.14 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 3600th Dwelling.
- 2.15 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 3900th Dwelling.
- 2.16 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 4200th Dwelling.
- 2.17 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to Occupation of the 4500th Dwelling.
- 2.18 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 4800th Dwelling.
- 2.19 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 5100th Dwelling.
- 2.20 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 5400th Dwelling.
- 2.21 To pay £25,000.00 (twenty five thousand pounds) Index Linked to the Council prior to the Occupation of the 5700th Dwelling.

Schedule 28

3. The covenant by the Paying Owners in paragraph 2.2 to pay £25,000.00 (twenty five thousand pounds) Index Linked on each subsequent anniversary is conditional on at least 50 Dwellings having been constructed in the preceding 12 months. In the event fewer than 50 Dwellings have been constructed during that period, the Owners covenant with the Council to pay to the Council £12,500.00 (twelve thousand five hundred pounds) Index Linked on that anniversary instead.
4. The Council covenants with the Owners to only use the monies for monitoring compliance with this agreement and the planning conditions, including liaison with interested parties, attendance at CMO meetings and reviewing viability under Schedule 23.

SCHEDULE 29

ABC Bank Accounts

Developers' Contingency Bank Account - Council

1. The Owners covenant with the Council not to Commence the Development unless the Council Minimum Balance has been paid into the Developers' Contingency Bank Account - Council
2. In the event the Council is paid money from the Developers' Contingency Bank Account - Council so that the balance of the account falls below the Council Minimum Balance, the Owners covenant with the Council not to Occupy any further Dwellings from that date until an amount equal to the difference between the Council Minimum Balance and the balance of the account has been paid into the Developers' Contingency Bank Account - Council in order to make up the difference

Council Contributions Bank Account

3. The Owners covenant with the Council not to Occupy the number of Dwellings specified in column two of the table in Schedule 29A or more than that number, nor to Commence Development nor to start construction of any Dwelling as the case may be unless the corresponding amount has been paid to the Council with the payments (except in the case of payments relating to schedule 22) being Index Linked to the date specified in column two (in the case of Dwellings, the date being the Occupation of that number of Dwellings)
4. The Paying Owners covenant with the Council to pay to the Council on the date specified in column two of the table in Schedule 29A the amount specified in column three with the payments (except in the case of payments relating to schedule 22) being Index Linking to the date specified in column two (in the case of Dwellings, the date being the Occupation of that number of Dwellings)
5. The Owners covenant with the Council not to Occupy the number of Dwellings specified in column two of the table in Schedule 29B or more than that number or to carry out any further development after the period specified or to start construction of the first Dwelling as the case may be unless the corresponding indexation payment has been paid to the Council. The indexation payment shall be calculated by Index Linking the specified amount up to the date specified in column two (in the case of Dwellings, the date being the Occupation of that number of Dwellings) and deducting the corresponding index linked amount previously paid under paragraph 4 above.
6. The Paying Owners covenant with the Council to pay to the Council on the date specified in column two of the table in Schedule 29B the indexation payment in respect of the amount specified in column three. The indexation payment shall be calculated by Index Linking the specified amount up to the date specified in column two (in the case of Dwellings, the date being the Occupation of that number of Dwellings) and deducting the corresponding index linked amount previously paid under paragraph 4 above.
7. The Council covenants with the Paying Owners to pay the monies received under paragraphs 4 and 6 above into the Council Contributions Bank Account upon receipt.
8. The Council covenants with the Paying Owners not to withdraw any money from the Council Contributions Bank Account (other than interest) otherwise than in accordance with the table in Schedule 29C.

Developers' Capital Bank Account - Council

9. The Owners covenant with the Council not to Commence the Development unless the Developers' Capital Bank Account - Council has been opened.
10. The Owners covenant with the Council not to Occupy the number of Dwellings specified in column two of the table in Schedule 29D or more than that number unless the corresponding amount relating to the specified obligation has been paid into the Developers' Capital Bank Account - Council

Schedule 29

Effect of Payments

11. Upon payment of the amounts due under paragraphs 4 and 6 above, the Paying Owners' corresponding obligations specified in Schedules 29A and 29B shall be satisfied and any restrictions in paragraphs 3 and 5 above specified in schedules 29A and 29B which mirror those corresponding obligations shall also be immediately and automatically released.
12. In the event that by the time for payment under the relevant positive obligation in the other Schedules to this Deed only part of the amounts due have been paid then without prejudice to the Council's ability to enforce this Schedule 29, the Council will be able to enforce the corresponding positive obligation to pay the relevant sum in accordance with the terms of this Deed, but only in respect of the amount due under the corresponding positive obligation less the amount paid to the Council under this schedule .

Schedule 29A

SCHEDULE 29A (TO "SCHEDULE 29A" OF THE 1999 ACT)

PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT					
	Date of payment	Amount payable plus Index Linking	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
1.	Commencement (Statutory)	£75,000	Schedule 4, paragraph 14.1.1	CMO	Phase 1
2.	Commencement	£50,000	Schedule 24, paragraph 2.1	Public Art	Phase 1
3.	Commencement	£50,000	Schedule 5, paragraph 1.1	Early Community Development	Phase 1
4.	On the start of construction of the first Dwelling	£20,000	Schedule 10, paragraph 1.1	Discovery Park	Phase 1
5.	On the start of construction of the first Dwelling	£75,000	Schedule 4, paragraph 14.1.2	CMO	Phase 1
6.	50 Dwellings	£100,000	Schedule 24, paragraph 2.2	Public Art	Phase 1
7.	75 Dwellings	£335,000	Schedule 4, paragraph 7.1.1	CMO	Phase 1
8.	250 Dwellings	£25,000	Schedule 28, paragraph 2.3	Monitoring Fee	Phase 1
9.	250 Dwellings	£40,000	Schedule 26, paragraph 2.3	Quality Agreement	Phase 1
10.	425 Dwellings	£335,000	Schedule 4, paragraph 7.1.2	CMO	Phase 1
11.	550 Dwellings	£25,000	Schedule 28, paragraph 2.4	Monitoring Fee	Phase 1
12.	550 Dwellings	£40,000	Schedule 26, paragraph 2.4	Quality Agreement	Phase 1
13.	675 Dwellings	£335,000	Schedule 4, paragraph 7.1.3	CMO	Phase 1
14.	850 Dwellings	£25,000	Schedule 28, paragraph 2.5	Monitoring Fee	Phase 1
15.	850 Dwellings	£40,000	Schedule 26, paragraph 2.5	Quality Agreement	Phase 1

PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

	Date of payment	Amount payable plus Index Linking	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
16.	925 Dwellings	£335,000	Schedule 4, paragraph 7 1.4	CMO	Phase 1
17	950 Dwellings	£150,000	Schedule 24, paragraph 2.3	Public Art	Phase 1
18.	1,150 Dwellings	£25,000	Schedule 28, paragraph 2.6	Monitoring Fee	Phase 1
19.	1,150 Dwellings	£40,000	Schedule 26, paragraph 2.6	Quality Agreement	Phase 1
20.	1,175 Dwellings	£335,000	Schedule 4, paragraph 7 1.5	CMO	Phase 1
21.	1,350 Dwellings	£150,000	Schedule 24, paragraph 2.4	Public Art	Phase 1
22.	1,425 Dwellings	£335,000	Schedule 4, paragraph 7 1.6	CMO	Phase 1
23.	1,450 Dwellings	£25,000	Schedule 28, paragraph 2.7	Monitoring Fee	Phase 1
24.	1,450 Dwellings	£40,000	Schedule 26, paragraph 2.7	Quality Agreement	Phase 1
25.	1,550 Dwellings	£250,000	Schedule 11, paragraph 2.1	Cemeteries	Phase 2
26.	1,675 Dwellings	£335,000	Schedule 4, paragraph 7 1.7	CMO	Phase 2
27.	1,750 Dwellings	£25,000	Schedule 28, paragraph 2.8	Monitoring Fee	Phase 2
28.	1,750 Dwellings	£40,000	Schedule 26, paragraph 2.8	Quality Agreement	Phase 2
29.	1,925 Dwellings	£335,000	Schedule 4, paragraph 7 1.8	CMO	Phase 2
30.	2,050 Dwellings	£25,000	Schedule 28, paragraph 2.9	Monitoring Fee	Phase 2
31.	2,050 Dwellings	£40,000	Schedule 26, paragraph 2.9	Quality Agreement	Phase 2

PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

Date of payment	Amount payable plus Index Linking	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
32. 2,150 Dwellings	£250,000	Schedule 11, paragraph 2.2	Cemeteries	Phase 2
33. 2,175 Dwellings	£335,000	Schedule 4, paragraph 7.1.9	CMO	Phase 2
34. 2,350 Dwellings	£25,000	Schedule 28, paragraph 2.10	Monitoring Fee	Phase 2
35. 2,350 Dwellings	£40,000	Schedule 26, paragraph 2.10	Quality Agreement	Phase 2
36. If option "B" applies, 2,350 Dwellings	£2,190,750	Schedule 4, paragraph 13.2.1	CMO	Phase 2
37. 2,425 Dwellings	£335,000	Schedule 4, paragraph 7.1.10	CMO	Phase 2
38. 2,550 Dwellings	£150,000	Schedule 24, paragraph 2.5	Public Art	Phase 2
39. 2,650 Dwellings	£25,000	Schedule 28, paragraph 2.11	Monitoring Fee	Phase 3
40. 2,650 Dwellings	£40,000	Schedule 26, paragraph 2.11	Quality Agreement	Phase 3
41. 2,750 Dwellings	£100,000	Schedule 11, paragraph 2.3	Cemeteries	Phase 3
42. 2,950 Dwellings	£25,000	Schedule 28, paragraph 2.12	Monitoring Fee	Phase 3
43. 2,950 Dwellings	£40,000	Schedule 26, paragraph 2.12	Quality Agreement	Phase 3
44. 3,250 Dwellings	£25,000	Schedule 28, paragraph 2.13	Monitoring Fee	Phase 3
45. 3,250 Dwellings	£40,000	Schedule 26, paragraph 2.13	Quality Agreement	Phase 3
46. 3,350 Dwellings	£100,000	Schedule 11, paragraph 2.4	Cemeteries	Phase 3
47. 3,550 Dwellings	£25,000	Schedule 28, paragraph 2.14	Monitoring Fee	Phase 3

PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

	Date of payment	Amount payable plus Index Linking	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
48.	3,550 Dwellings	£40,000	Schedule 26, paragraph 2.14	Quality Agreement	Phase 3
49.	If option "B" applies, 3,820 Dwellings	£2,190,750	Schedule 4, paragraph 13.2.2	CMO	Phase 3
50.	3,850 Dwellings	£25,000	Schedule 28, paragraph 2.15	Monitoring Fee	Phase 3
51.	3,850 Dwellings	£40,000	Schedule 26, paragraph 2.15	Quality Agreement	Phase 3
52.	3,950 Dwellings	£1,405,647 (no Index Linking)	Schedule 22, paragraph 2.1	RIF	Phase 3
53.	4,050 Dwellings	£150,000	Schedule 24, paragraph 2.6	Public Art	Phase 3
54.	4,150 Dwellings	£25,000	Schedule 28, paragraph 2.16	Monitoring Fee	Phase 4
55.	4,150 Dwellings	£40,000	Schedule 26, paragraph 2.16	Quality Agreement	Phase 4
56.	4,450 Dwellings	£25,000	Schedule 28, paragraph 2.17	Monitoring Fee	Phase 4
57.	4,450 Dwellings	£40,000	Schedule 26, paragraph 2.17	Quality Agreement	Phase 4
58.	4,550 Dwellings	£1,405,647 (no Index Linking)	Schedule 22, paragraph 2.2	RIF	Phase 4
59.	4,750 Dwellings	£25,000	Schedule 28, paragraph 2.18	Monitoring Fee	Phase 4
60.	4,750 Dwellings	£40,000	Schedule 26, paragraph 2.18	Quality Agreement	Phase 4
61.	5,050 Dwellings	£25,000	Schedule 28, paragraph 2.19	Monitoring Fee	Phase 4
62.	5,050 Dwellings	£40,000	Schedule 26, paragraph 2.19	Quality Agreement	Phase 4
63.	5,150 Dwellings	£1,405,647 (no Index Linking)	Schedule 22, paragraph 2.3	RIF	Phase 4

Schedule 29A

PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT					
	Date of payment	Amount payable plus Index Linking	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
64.	5,150 Dwellings	£100,000	Schedule 11, paragraph 2.5	Cemeteries	Phase 4
65.	5,350 Dwellings	£25,000	Schedule 28, paragraph 2.20	Monitoring Fee	Phase 4
66.	5,350 Dwellings	£40,000	Schedule 26, paragraph 2.20	Quality Agreement	Phase 4
67.	5,550 Dwellings	£1,405,648 (no Index Linking)	Schedule 22, paragraph 2.4	RIF	Phase 4
68.	5,650 Dwellings	£25,000	Schedule 28, paragraph 2.21	Monitoring Fee	Phase 4
69.	5,650 Dwellings	£40,000	Schedule 26, paragraph 2.21	Quality Agreement	Phase 4

SCHEDULE 29B (FC) "SCHEDULE 29B" C.V. 141

INDEXATION PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

Restriction and date of payment	Amount on which further indexation payable	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
1. 6 months after Commencement	£50,000	Schedule 5, paragraph 1.1	Early Community Development	Phase 1
2. 1 Dwelling	£20,000	Schedule 10, paragraph 1.1	Discovery Park	Phase 1
3. 1 Dwelling	£75,000	Schedule 4, paragraph 14.1.2	CMO	Phase 1
4. 100 Dwellings	£100,000	Schedule 24, paragraph 2.2	Public Art	Phase 1
5. 125 Dwellings	£335,000	Schedule 4, paragraph 7.1.1	CMO	Phase 1
6. 300 Dwellings	£25,000	Schedule 28, paragraph 2.3	Monitoring Fee	Phase 1
7. 300 Dwellings	£40,000	Schedule 26, paragraph 2.3	Quality Agreement	Phase 1
8. 500 Dwellings	£335,000	Schedule 4, paragraph 7.1.2	CMO	Phase 1
9. 600 Dwellings	£25,000	Schedule 28, paragraph 2.4	Monitoring Fee	Phase 1
10. 600 Dwellings	£40,000	Schedule 26, paragraph 2.4	Quality Agreement	Phase 1
11. 750 Dwellings	£335,000	Schedule 4, paragraph 7.1.3	CMO	Phase 1
12. 900 Dwellings	£25,000	Schedule 28, paragraph 2.5	Monitoring Fee	Phase 1
13. 900 Dwellings	£40,000	Schedule 26, paragraph 2.5	Quality Agreement	Phase 1
14. 1,000 Dwellings	£150,000	Schedule 24, paragraph 2.3	Public Art	Phase 1
15. 1,000 Dwellings	£335,000	Schedule 4, paragraph 7.1.4	CMO	Phase 1

INDEXATION PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

	Restriction and date of payment	Amount on which further indexation payable	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
16.	1,200 Dwellings	£25,000	Schedule 28, paragraph 2.6	Monitoring Fee	Phase 1
17.	1,200 Dwellings	£40,000	Schedule 26, paragraph 2.6	Quality Agreement	Phase 1
18.	1,250 Dwellings	£335,000	Schedule 4, paragraph 7 1.5	CMO	Phase 1
19.	1,400 Dwellings	£150,000	Schedule 24, paragraph 2.4	Public Art	Phase 1
20.	1,500 Dwellings	£335,000	Schedule 4, paragraph 7 1.6	CMO	Phase 1
21.	1,500 Dwellings	£25,000	Schedule 28, paragraph 2.7	Monitoring Fee	Phase 1
22.	1,500 Dwellings	£40,000	Schedule 26, paragraph 2.7	Quality Agreement	Phase 1
23.	1,600 Dwellings	£250,000	Schedule 11, paragraph 2.1	Cemeteries	Phase 2
24.	1,750 Dwellings	£335,000	Schedule 4, paragraph 7 1.7	CMO	Phase 2
25.	1,800 Dwellings	£25,000	Schedule 28, paragraph 2.8	Monitoring Fee	Phase 2
26.	1,800 Dwellings	£40,000	Schedule 26, paragraph 2.8	Quality Agreement	Phase 2
27.	2,000 Dwellings	£335,000	Schedule 4, paragraph 7 1.8	CMO	Phase 2
28.	2,100 Dwellings	£25,000	Schedule 28, paragraph 2.9	Monitoring Fee	Phase 2
29.	2,100 Dwellings	£40,000	Schedule 26, paragraph 2.9	Quality Agreement	Phase 2
30.	2,200 Dwellings	£250,000	Schedule 11, paragraph 2.2	Cemeteries	Phase 2

INDEXATION PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

Restriction and date of payment	Amount on which further indexation payable	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
31. 2,250 Dwellings	£335,000	Schedule 4, paragraph 7.1.9	CMO	Phase 2
32. 2,400 Dwellings	£25,000	Schedule 28, paragraph 2.10	Monitoring Fee	Phase 2
33. 2,400 Dwellings	£40,000	Schedule 26, paragraph 2.10	Quality Agreement	Phase 2
34. If option "B" applies, 2,425 Dwellings	£2,190,750	Schedule 4, paragraph 13.2.1	CMO	Phase 2
35. 2,500 Dwellings	£335,000	Schedule 4, paragraph 7.1.10	CMO	Phase 2
36. 2,600 Dwellings	£150,000	Schedule 24, paragraph 2.5	Public Art	Phase 2
37. 2,700 Dwellings	£25,000	Schedule 28, paragraph 2.11	Monitoring Fee	Phase 3
38. 2,700 Dwellings	£40,000	Schedule 26, paragraph 2.11	Quality Agreement	Phase 3
39. 2,800 Dwellings	£100,000	Schedule 11, paragraph 2.3	Cemeteries	Phase 3
40. 3,000 Dwellings	£25,000	Schedule 28, paragraph 2.12	Monitoring Fee	Phase 3
41. 3,000 Dwellings	£40,000	Schedule 26, paragraph 2.12	Quality Agreement	Phase 3
42. 3,300 Dwellings	£25,000	Schedule 28, paragraph 2.13	Monitoring Fee	Phase 3
43. 3,300 Dwellings	£40,000	Schedule 26, paragraph 2.13	Quality Agreement	Phase 3
44. 3,400 Dwellings	£100,000	Schedule 11, paragraph 2.4	Cemeteries	Phase 3
45. 3,600 Dwellings	£25,000	Schedule 28, paragraph 2.14	Monitoring Fee	Phase 3

INDEXATION PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

	Restriction and date of payment	Amount on which further indexation payable	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
46.	3,600 Dwellings	£40,000	Schedule 26, paragraph 2.14	Quality Agreement	Phase 3
47	3,900 Dwellings	£25,000	Schedule 28, paragraph 2.15	Monitoring Fee	Phase 3
48.	3,900 Dwellings	£40,000	Schedule 26, paragraph 2.15	Quality Agreement	Phase 3
49.	If option "B" applies, 3,925 Dwellings	£2,190,750	Schedule 4, paragraph 13.2.2	CMO	Phase 3
50.	4,100 Dwellings	£150,000	Schedule 24, paragraph 2.6	Public Art	Phase 3
51.	4,200 Dwellings	£25,000	Schedule 28, paragraph 2.16	Monitoring Fee	Phase 4
52.	4,200 Dwellings	£40,000	Schedule 26, paragraph 2.16	Quality Agreement	Phase 4
53.	4,500 Dwellings	£25,000	Schedule 28, paragraph 2.17	Monitoring Fee	Phase 4
54.	4,500 Dwellings	£40,000	Schedule 26, paragraph 2.17	Quality Agreement	Phase 4
55.	4,800 Dwellings	£25,000	Schedule 28, paragraph 2.18	Monitoring Fee	Phase 4
56.	4,800 Dwellings	£40,000	Schedule 26, paragraph 2.18	Quality Agreement	Phase 4
57	5,100 Dwellings	£25,000	Schedule 28, paragraph 2.19	Monitoring Fee	Phase 4
58.	5,100 Dwellings	£40,000	Schedule 26, paragraph 2.19	Quality Agreement	Phase 4
59.	5,200 Dwellings	£100,000	Schedule 11, paragraph 2.5	Cemeteries	Phase 4
60.	5,400 Dwellings	£25,000	Schedule 28, paragraph 2.20	Monitoring Fee	Phase 4

INDEXATION PAYMENTS INTO COUNCIL CONTRIBUTIONS BANK ACCOUNT

	Restriction and date of payment	Amount on which further indexation payable	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
61	5,400 Dwellings	£40,000	Schedule 26, paragraph 2.20	Quality Agreement	Phase 4
62.	5,700 Dwellings	£25,000	Schedule 28, paragraph 2.21	Monitoring Fee	Phase 4

SCHEDULE 29C (TO "SCHEDULE 29C" VOTING)

COUNCIL WITHDRAWALS FROM COUNCIL CONTRIBUTIONS BANK ACCOUNT					
	Point when withdrawal will be made	Amount which will be withdrawn (plus corresponding indexation increase)	Purpose	Subject (for reference only)	Phase in which withdrawal made (for reference only)
1	Commencement	£50,000	Schedule 24, paragraph 3.1	Public Art	Phase 1
2.	Commencement	£75,000	Schedule 4, paragraph 14.3	CMO	Phase 1
3.	6 months after Commencement	£50,000	Schedule 5, paragraph 2	Early Community Development Monitoring Fee	Phase 1
4	12 months after Commencement	£50,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 1
5.	12 months after Commencement	£80,000	Schedule 26, paragraph 4	Quality Agreement	Phase 1
6.	On the start of construction of the 1 st Dwelling	£20,000	Schedule 10, paragraph 3.3	Discovery Park	Phase 1
7	Occupation of the 1 st Dwelling	£75,000	Schedule 4, paragraph 14.3	CMO	Phase 1
8.	Occupation of the 100 th Dwelling	£100,000	Schedule 24, paragraph 3.1	Public Art	Phase 1
9.	Occupation of the 125 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 1
10.	Occupation of the 300 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 1
11	Occupation of the 300 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 1
12.	Occupation of the 500 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 1
13.	Occupation of the 600 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 1
14.	Occupation of the 600 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 1
15.	Occupation of the 750 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 1
16.	Occupation of the 900 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 1
17.	Occupation of the 900 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 1
18.	Occupation of the 1,000 th Dwelling	£150,000	Schedule 24, paragraph 3.1	Public Art	Phase 1

COUNCIL WITHDRAWALS FROM COUNCIL CONTRIBUTIONS BANK ACCOUNT

Point when withdrawal will be made	Amount which will be withdrawn (plus corresponding indexation increase)	Purpose	Subject (for reference only)	Phase in which withdrawal made (for reference only)
19. Occupation of the 1,000 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 1
20. Occupation of the 1,200 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 1
21. Occupation of the 1,200 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 1
22. Occupation of the 1,250 th Dwelling	£335,000	Schedule 4, paragraph 7.2.3	CMO	Phase 1
23. Occupation of the 1,450 th Dwelling	£150,000	Schedule 24, paragraph 3.1	Public Art	Phase 1
24. Occupation of the 1,500 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 1
25. Occupation of the 1,500 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 1
26. Occupation of the 1,500 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 1
27. Occupation of the 1,600 th Dwelling	£250,000	Schedule 11, paragraph 3	Cemeteries	Phase 2
28. Occupation of the 1,750 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 2
29. Occupation of the 1,800 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 2
30. Occupation of the 1,800 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 2
31. Occupation of the 2,000 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 2
32. Occupation of the 2,100 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 2
33. Occupation of the 2,100 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 2
34. Occupation of the 2,200 th Dwelling	£250,000	Schedule 11, paragraph 3	Cemeteries	Phase 2
35. Occupation of the 2,250 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 2
36. Occupation of the 2,400 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 2
37. Occupation of the 2,400 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 2

COUNCIL WITHDRAWALS FROM COUNCIL CONTRIBUTIONS BANK ACCOUNT

	Point when withdrawal will be made	Amount which will be withdrawn (plus corresponding indexation increase)	Purpose	Subject (for reference only)	Phase in which withdrawal made (for reference only)
38.	If option "B" applies, Occupation of the 2,425 th Dwelling	£2,190,750	Schedule 4, paragraph 13.3	CMO	Phase 2
39.	Occupation of the 2,500 th Dwelling	£335,000	Schedule 4, paragraph 7.3	CMO	Phase 2
40.	Occupation of the 2,600 th Dwelling	£150,000	Schedule 24, paragraph 3.1	Public Art	Phase 2
41.	Occupation of the 2,700 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 3
42.	Occupation of the 2,700 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 3
43.	Occupation of the 2,800 th Dwelling	£100,000	Schedule 11, paragraph 3	Cemeteries	Phase 3
44.	Occupation of the 3,000 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 3
45.	Occupation of the 3,000 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 3
46.	Occupation of the 3,300 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 3
47.	Occupation of the 3,300 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 3
48.	Occupation of the 3,400 th Dwelling	£100,000	Schedule 11, paragraph 3	Cemeteries	Phase 3
49.	Occupation of the 3,600 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 3
50.	Occupation of the 3,600 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 3
51.	Occupation of the 3,900 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 3
52.	Occupation of the 3,900 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 3
53.	If option "B" applies, Occupation of the 3,925 th Dwelling	£2,190,750	Schedule 4, paragraph 13.3	CMO	Phase 3
54.	Occupation of the 4,000 th Dwelling	£1,405,647	Schedule 22, paragraph 3	RIF	Phase 3
55.	Occupation of the 4,100 th Dwelling	£150,000	Schedule 24, paragraph 3.1	Public Art	Phase 3
56.	Occupation of the 4,200 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 4

COUNCIL WITHDRAWALS FROM COUNCIL CONTRIBUTIONS BANK ACCOUNT

	Point when withdrawal will be made	Amount which will be withdrawn (plus corresponding indexation increase)	Purpose	Subject (for reference only)	Phase in which withdrawal made (for reference only)
57.	Occupation of the 4,200 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 4
58.	Occupation of the 4,500 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 4
59.	Occupation of the 4,500 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 4
60.	Occupation of the 4,600 th Dwelling	£1,405,647	Schedule 22, paragraph 3	RIF	Phase 4
61.	Occupation of the 4,800 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 4
62.	Occupation of the 4,800 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 4
63.	Occupation of the 5,100 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 4
64.	Occupation of the 5,100 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 4
65.	Occupation of the 5,200 th Dwelling	£100,000	Schedule 11, paragraph 3	Cemeteries	Phase 4
66.	Occupation of the 5,200 th Dwelling	£1,405,647	Schedule 22, paragraph 3	RIF	Phase 4
67.	Occupation of the 5,400 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 4
68.	Occupation of the 5,400 th Dwelling	£40,000	Schedule 26, paragraph 4	Quality Agreement	Phase 4
69.	Occupation of the 5,600 th Dwelling	£1,405,648	Schedule 22, paragraph 3	RIF	Phase 4
70.	Occupation of the 5,700 th Dwelling	£25,000	Schedule 28, paragraph 4	Monitoring Fee	Phase 4

SCHEDULE 29D TO SCHEDULE 29B - COUNCIL

PAYMENTS INTO DEVELOPERS' CAPITAL BANK ACCOUNT - COUNCIL

Trigger for Payment	Amount Payable	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
1. 50 Dwellings	£900,000	Schedule 20, paragraph 2	Bus services (30 min frequency)	Phase 1
2. 250 Dwellings in Main Phase 1	£235,013	Schedule 8, paragraph 1.1	Children and young people's play space PS1	Phase 1
3. 250 Dwellings in Main Phase 2	£705,039	Schedule 8, paragraph 1.1	Children and young people's play space PS2	Phase 2
4. 500 Dwellings in Main Phase 3	£733,971	Schedule 13, paragraph 1	Orchard Village facilities	Phase 3
5. 500 Dwellings in Main Phase 4	£748,190	Schedule 13, paragraph 3	Chilmington Brook facilities	Phase 4
6. 750 Dwellings	£250,000	Schedule 4, paragraph 5	CMO Second Operating Premises	Phase 1
7. 850 Dwellings in Main Phase 2	£432,597	Schedule 6, paragraph 1.1	Informal/natural green space for phase 2	Phase 2
8. 850 Dwellings in Main Phase 3	£705,039	Schedule 8, paragraph 1.1	Children and young people's play space PS4	Phase 3
9. 850 Dwellings in Main Phase 4	£705,039	Schedule 8, paragraph 1.1	Children and young people's play space PS5	Phase 4
10. 900 Dwellings in Main Phase 1	£313,542	Schedule 9, paragraph 1.1	Allotments for phase 1	Phase 1
11. 900 Dwellings in Main Phase 2	£255,313	Schedule 9, paragraph 1.1	Allotments for phase 2	Phase 2
12. 1,000 Dwellings	£1,266,000	Schedule 7, paragraph 1.3	Chilmington Hamlet	Phase 1
13. 1,001 Dwellings	£800,000	Schedule 20, paragraph 2	Bus services (20 min frequency)	Phase 2
14. 1,100 Dwellings	£2,921,000	Schedule 4, paragraph 9	CMO Commercial Estate: Basic Provision	Phase 1
15. 1,200 Dwellings in Main Phase 1	£522,722	Schedule 6, paragraph 1.1	Informal/natural green space for phase 1	Phase 1
16. 1,250 Dwellings in Main Phase 4	£235,013	Schedule 8, paragraph 1.1	Children and young people's play space PS7	Phase 4

PAYMENTS INTO DEVELOPERS' CAPITAL BANK ACCOUNT – COUNCIL

Trigger for Payment	Amount Payable	Obligation	Subject (for reference only)	Phase to Which Obligation relates (for reference only)
17. 1,300 Dwellings	£2,556,063	Schedule 12, paragraph 1.3	Community hub	Phase 2
18. 1,300 Dwellings in Main Phase 3	£322,500	Schedule 9, paragraph 1.1	Allotments for phase 3	Phase 3
19. 1,300 Dwellings in Main Phase 3	£540,747	Schedule 6, paragraph 1.1	Informal/natural green space for phase 3	Phase 3
20. 1,300 Dwellings in Main Phase 4	£344,896	Schedule 9, paragraph 1.1	Allotments for phase 4	Phase 4
21. 1,300 Dwellings in Main Phase 4	£576,797	Schedule 6, paragraph 1.1	Informal/natural green space for phase 4	Phase 4
22. 1,350 Dwellings	£276,454	Schedule 10, paragraph 2.6.1	Discovery Park DP3 (1 ha)	Phase 1
23. 2,350 Dwellings	£237,750	Schedule 10, paragraph 2.6.2	Discovery Park DP3 (0.86 ha)	Phase 2
24. If option "A" applies, 2,600 Dwellings	£2,190,750	Schedule 4, paragraph 11.1.3	CMO Commercial Estate: Second Tranche	Phase 3
25. 2,700 Dwellings	£900,000	Schedule 20, paragraph 2	Bus services (13-14 min frequency)	Phase 3
26. 2,800 Dwellings	£3,879,079	Schedule 10, paragraph 2.2	Discovery Park Sports Facilities (1 st phase)	Phase 3
27. If option "A" applies, 3,800 Dwellings	£2,190,750	Schedule 4, paragraph 12.1.3	CMO Commercial Estate: Third Tranche	Phase 4
28. 3,850 Dwellings	£975,406	Schedule 10, paragraph 2.6.3	Discovery Park PS6 and DP3 (1.08 ha)	Phase 3
29. 4,050 Dwellings	£400,000	Schedule 20, paragraph 2	Bus services (10 min frequency)	Phase 4
30. 4,600 Dwellings	£3,879,079	Schedule 10, paragraph 2.3	Discovery Park Sports Facilities (2 nd phase)	Phase 4
31. 5,350 Dwellings	£1,244,040	Schedule 10, paragraph 2.6.4	Discovery Park DP3 (4.42 ha)	Phase 4

SCHEDULE 30

KCC Bank Accounts ~~{ TC "KCC Bank Accounts" if C-1 "2" }~~

Owners' Negative Planning Obligations

The Owners and the Paying Owners (as appropriate in accordance with the below) covenant with the Council and with the County Council as follows:

1. The Owners shall not Commence the Development unless the County Council Minimum Balance has been paid into the Developers' Contingency Bank Account – County Council and the balance in that account thereafter stands at not less than the Minimum Balance as applicable until such time as all payments required to be made to the County Council under this Deed have been paid in full.
2. Without prejudice to paragraph 1 of this Schedule, in the event that money is withdrawn from the Developers' Contingency Bank Account – County Council so that the balance of the account falls below the County Council Minimum Balance, the Owners shall not Occupy any further Dwellings from that date until an amount at least equal to the difference between the County Council Minimum Balance and the balance of the account has been paid into the Developers' Contingency Bank Account – County Council in order to make up the difference.
3. The Paying Owners shall pay to the County Council the sum specified in Column 2 of each row of the table in Schedule 30A, on or before the date on which the total number of Dwellings specified in Column 1 of that row have been Occupied on the Site.
4. The Owners shall ensure that no more than the total number of Dwellings specified in each row of Column 1 of the table in Schedule 30A have been Occupied on the Site (unless the corresponding sum specified in Column 2 of the same row of the table has been paid to the County Council. In that regard:
 - (a) It shall be the responsibility of each of the Owners to check with the other Owners how many Dwellings have been Occupied on land within the Site that is in the control of the other Owners, and to check whether payments have been made.
 - (b) No Owner shall Occupy any further Dwelling so as to take the total number of Occupied Dwellings on the Site above that specified in Column 1 of any row of the table, nor allow it to remain Occupied thereafter, unless and until the corresponding sum has been paid to the County Council in full.
5. The Paying Owners shall pay to the County Council the indexation payment element of the contribution specified in Column 2 of each row of the table in Schedule 30B on or before the date on which the total number of Dwellings specified in Column 1 of that row have been Occupied on the Site. The indexation payment shall be calculated in accordance with Clause 28 using the Final Index Value at the date on which the total number of Dwellings specified in the corresponding entry in Column 1 have been Occupied on the Site.
6. The Owners shall ensure that no more than the total number of Dwellings specified in each row of Column 1 of the table in Schedule 30B have been Occupied on the Site unless the indexation payment element of the corresponding Index-Linked contribution specified in Columns 2 and 3 of the same row of the table has been paid in full to the County Council with the indexation payment calculated using the date on which the total number of Dwellings specified in Column 1 have been Occupied on the Site. In that regard:
 - (a) It shall be the responsibility of each of the Owners to check with the other Owners how many Dwellings have been Occupied on land within the Site that is in the control of the other Owners.
 - (b) No Owner shall Occupy any further Dwelling so as to take the total number of Occupied Dwellings on the Site above that specified in Column 1 of any row of the table, nor allow it to remain Occupied thereafter, unless and until the corresponding sum has been paid to the County Council in full.

County Council's Covenants

The County Council covenants with the Paying Owners to pay the monies received under paragraphs 3 and

Schedule 30

5 above into the County Council Contributions Bank Account upon receipt.

Effect of Payments to the County Council

7. Upon payment in full of each of the amounts due under this Schedule, the Paying Owners' corresponding obligation shall be satisfied and the restriction on development works or Occupations shall be immediately and automatically released.
8. The County Council covenants with the Paying Owners not to withdraw any money from the County Council's Contributions Bank Account (other than interest) otherwise than in accordance with the table in Schedule 30C.

PAYMENTS INTO COUNTY COUNCIL CONTRIBUTIONS BANK ACCOUNT

COLUMN 1 Number of Dwellings	COLUMN 2 Amount payable (plus Index Linking)	COLUMN 3 Obligation/Subject	Schedule	Phase to Which Obligation relates (for reference only)
225	£15,000	Archaeologist contribution	25	1
425	£59,750	Youth contribution 1	16	1
425	£26,450	Family social care (Telecare Contribution)	16	1
525	£15,000	Archaeologist contribution	25	1
825	£150,000	Primary school 2 contribution 1	15	1
925	£204,249	Traffic calming 1	21	1
926	£133,000	Off site pedestrian and cycle ways 1	19	1
1025	£59,750	Youth contribution 2	16	1
1426	£133,000	Off site pedestrian and cycle ways 2	19	1
1425	£106,500	Community learning 1	16	1
1725	£119,500	Youth contribution 3	16	2
1725	£136,000	Family social care 1	16	2
1925	£204,249	Traffic calming 2	21	2
1925	£133,000	Off site pedestrian and cycle ways 3	19	2
1925	£225,000	Library contribution 1	16	2
2805	£150,000	Primary school 3 contribution 1	15	3
2925	£106,500	Community learning 2	16	3
2975	£136,000	Family social care 2	16	3
3425	£225,000	Library contribution 2	16	3
3925	£133,000	Off site pedestrian and	19	3

Schedule 30A

		cycle ways 4		
4525 dwellings	£475,000	Primary school contribution 1 4	15	4
4925	£225,000	Library contribution 3	16	4
5425	£225,000	Library contribution 4	16	4

SCHEDULE 30B

INDEXATION PAYMENTS INTO COUNTY COUNCIL CONTRIBUTIONS BANK ACCOUNT

COLUMN 1 Restriction and date of indexation	COLUMN 2 Amount on which the indexation payment is payable	COLUMN 3 Obligation/Subject	Schedule	Phase to Which Obligation relates (for reference only)
300	£15,000	Archaeologist contribution	25	1
500	£59,750	Youth contribution 1	16	1
500	£26,450	Family social care (Telecare Contribution)	16	1
600	£15,000	Archaeologist contribution	25	1
900 dwellings	£150,000	Primary school 2 contribution 1	15	1
1000	£204,249	Traffic calming 1	21	1
1001	£133,000	Off site pedestrian and cycle ways 1	19	1
1100	£59,750	Youth contribution 2	16	1
1500	£106,500	Community learning 1	16	2
1501	£133,000	Off site pedestrian and cycle ways 2	19	2
1800	£119,500	Youth contribution 3	16	2
1800	£136,000	Family social care 1	16	2
2000	£204,249	Traffic calming 2	21	2
2000	£225,000	Library contribution 1	16	2
2000	£133,000	Off site pedestrian and cycle ways 3	19	
2880 dwellings	£150,000	Primary school 3 contribution 1	15	
3000	£106,500	Community learning 2	16	
3050	£136,000	Family social care 2	16	
3500	£225,000	Library contribution 2	16	
4000	£133,000	Off site pedestrian and	19	

Schedule 30B

		cycle ways 4		
4500	£475,000	Primary school contribution 1 4	15	
5000	£225,000	Library contribution 3	16	
5500	£225,000	Library contribution 4	16	

SCHEDULE 30C

COUNTY COUNCIL WITHDRAWALS FROM COUNTY COUNCIL CONTRIBUTIONS BANK ACCOUNT

COLUMN 1 Number of Occupations of Dwellings upon which withdrawal will be made	COLUMN 2 Amount which will be withdrawn (plus the amount of its corresponding indexation payment)	COLUMN 3 Obligation/Subject	Schedule	Phase to Which Obligation relates (for reference only)
300	£15,000	Archaeologist contribution	25	1
500	£59,750	Youth contribution 1	16	1
500	£26,450	Family social care (Telecare Contribution)	16	1
600	£15,000	Archaeologist contribution	25	1
900 dwellings	£150,000	Primary school contribution 2	15	1
1000	£204,249	Traffic calming 1	21	1
1001	£133,000	Off site pedestrian and cycle ways 1	19	1
1100	£59,750	Youth contribution 2	16	1
1500	£106,500	Community learning 1	16	2
1501	£133,000	Off site pedestrian and cycle ways 2	19	2
1800	£119,500	Youth contribution 3	16	2
1800	£136,000	Family social care 1	16	2
2000	£204,249	Traffic calming 2	21	2
2000	£225,000	Library contribution 1	16	2
2000	£133,000	Off site pedestrian and cycle ways 3	19	
2880 dwellings	£150,000	Primary school contribution 3	15	
3000	£106,500	Community learning 2	16	
3050	£136,000	Family social care 2	16	
3500	£225,000	Library contribution 2	16	

Schedule 30C

4000	£133,000	Off site pedestrian and cycle ways 4	19	
4500	£475,000	Primary school contribution 1 4	15	
5000	£225,000	Library contribution 3	16	
5500	£225,000	Library contribution 4	16	

SCHEDULE 31
Rentcharge Deed

DATED

20[]

[MANAGER]

and

[OWNER]

ESTATE RENTCHARGE DEED

[Plot No.]

Anthony Collins Solicitors LLP

134 Edmund Street

Birmingham

B3 2ES

Reference : JMT.20232.0003

Anthony Collins
solicitors

DATE:

20[]

PARTIES:

- (1) "The Manager": [NAME] [(company number [NUMBER])] [of] [whose registered office is at]
[ADDRESS];
- (2) "The Owner": [NAME] [ADDRESS];

1. Definitions

1.1. In this deed the following terms shall have the meanings specified:

"Base Figure"	means [the RPI for the month immediately preceding the start of the First Service Charge Year].
"Certificate"	means the certificate referred to in clause 5.2.
"Community Buildings"	means all those buildings that are provided on the Estate for the benefit of the owners and occupiers of the Estate including without limitation any buildings in which the Manager has a freehold or leasehold interest including the buildings transferred to the Manager under the terms of an agreement dated [] pursuant to Section 106 of the Town and Country Planning Act 1990 between (1) [] and (2) [] or such agreement as may be varied from time to time
"Estate"	means the land edged green on the Plan now and formerly comprised in title numbers (<i>numbers</i>) known as (<i>name</i>) at (<i>address</i>).
"Estate Rentcharge"	means a perpetual yearly estate rentcharge of a sum computed annually to the end of each Service Charge Year equal to the amounts payable pursuant to clause 3.2 for the purposes of securing payment of the Service Charge.
"Estate Services"	means all the services which are specified in Part 1 of Schedule 1.
"Excess Service Charge"	means any sum payable from time to time pursuant to clause 3.2.4.
"Expenditure"	means the aggregate of all costs, charges, expenses and outgoings whatsoever incurred by the Manager specified in or in relation to the matters specified in Schedule 1
"Fixed Rentcharge"	means a perpetual yearly estate rentcharge of £1 forever charged on and issuing out of the Property.
"Increase"	means the amount, if any, by which [the Index for the month immediately preceding the start of the relevant Service Charge Year exceeds the Base Figure].
"Index"	means the monthly index of retail price inflation in the United Kingdom (May 2005 = 100) maintained by the Office for National Statistics of the United Kingdom (or by any government department or other body upon which duties in connection with the retail prices index shall have devolved) subject to clause 6.3.
"Interest"	means interest at the rate of four per cent above the base rate from time to time of Royal Bank of Scotland (compounded with quarterly rests on the usual quarter days) during the period from the date on which the expenditure is incurred or from which the interest is expressed to run to the date of payment (before and after any judgement) and if such base rate shall for any reason cease to be used or published then interest calculated by reference to such other comparable commercial rate as may be determined by the Manager acting reasonably or in the event of dispute as may be determined by an independent person

Schedule 31 – Rentcharge Deed

	(acting as an expert and not as an arbitrator) to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of either the Manager or the Owner.
"Interim Charge"	means such sum as shall be payable from time to time on account of the Service Charge in respect of each Service Charge Year as the Manager shall specify to be a fair and reasonable interim payment and if no sum shall be so specified there shall be paid on account a sum equal to such sum last specified by the Manager provided that the Interim Charge shall not exceed the Service Charge Cap.
"Management Areas"	means [all parts of the Estate (other than a Plot) provided or intended for the common use and/or benefit of the owners or occupiers of the Estate or any of them including without limitation all parts of the Estate the subject of the [Estate Services].
"Plan"	means the plan annexed to this deed [and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered].
"Plot"	means [land now or formerly forming part of the Estate which has been or shall be the subject of a deed in equivalent terms (mutatis mutandis) to this deed].
"Property"	means [Plot number (number) [and garage plot number (number)]]/[Block number (number)] as shown edged red on the Plan.
"Rentcharges"	means the Fixed Rentcharge and the Estate Rentcharge.
"Rentcharge Payment Dates"	means 1 April 1 July 1 October and 1 January in each year or such other date as the Manager shall determine and "Rentcharge Payment Date" shall be interpreted accordingly.
"Reserve Fund"	means the aggregate of the sums of money referred to in paragraph [5] of Part 2 of Schedule 1.
"Service Charge"	means (subject to clause 5.5) a fair and proper proportion from time to time attributable to the Property of the Expenditure in respect of each and every Service Charge Year and (in respect of the Service Charge Year current at the date of this deed) such part thereof as is attributable to the period from the date of this deed up to and including March 31 next Provided that such fair and proper proportion shall be determined according to the relative gross internal floor area of each Plot on the Estate or such other basis as the Manager may reasonably propose from time to time)
"Service Charge Cap"	means <ol style="list-style-type: none">for the Service Charge Year current at the date of this deed (the "First Service Charge Year") the sum of £[] (the "Initial Service Charge Cap"); andduring each Service Charge Year thereafter [the Initial Service Charge Cap plus a sum that bears the same proportion to the Initial Service Charge Cap as the Increase bears to the Base Figure;
"Service Charge Year"	and in each year shall be inclusive of VAT means the period commencing on April 1 in every year and ending on the following March 31 or such other annual period as the Manager may in its reasonable discretion from time to time determine as being the period in respect of which the accounts of the Manager either generally or relating to the Estate shall be made up.

Schedule 31 – Rentcharge Deed

- 1.2. Words importing one gender shall be construed as importing any other gender.
- 1.3. Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4. Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.
- 1.5. Where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons.
- 1.6. Any provision by the Owner not to do any act or thing shall be deemed to include an obligation not to agree to or suffer or permit such act or thing to be done.
- 1.7. References to "Owner" shall include those deriving title to the Property through or under the Owner and references to "Manager" shall include the owner or owners for the time being of the Rentcharges or any part of them.
- 1.8. The clause and schedule headings do not form part of this deed and shall not be taken into account in its construction or interpretation.
- 1.9. Any reference to a clause is to one so numbered in this deed unless otherwise stated.
- 1.10. References to a statute shall include any statutory extension or modification or re-enactment of such statute or any regulations or orders made under the statute.
- 1.11. References to VAT be construed as a reference to value added tax or any tax of a similar nature which may be substituted for value added tax or levied in addition to value added tax and wherever there is an obligation imposed on the Owner to make a payment then there shall be implied an additional obligation to pay all VAT due on that payment.

2. Rentcharges

- 2.1. The Owner grants out of the Property for the benefit of the Manager in fee simple the Fixed Rentcharge and the Estate Rentcharge to be forever charged on and issuing out of the Property and to be paid without deduction (except for credit being given for any prior payments on account) in accordance with this deed.
- 2.2. The Manager shall have all of the powers and remedies conferred by the Law of Property Act 1925 or otherwise to enable it to recover and compel the payment of the Fixed Rentcharge and the Estate Rentcharge. In addition:
 - 2.2.1. If the Fixed Rentcharge or the Estate Rentcharge (or any part of it) is unpaid in whole or in part 3 months after the date that payment has been demanded (having become due); or
 - 2.2.2. If the Owner shall fail to observe any covenant on the part of the Owner contained in this deedthen notwithstanding the waiver of any previous default the Manager may enter on the Property (but without affecting any right of action or remedy in respect of any earlier breach of any of the Owner's covenants) and at the Manager's discretion either

Schedule 31 – Rentcharge Deed

2.2.3. do anything which is necessary or prudent to make good any default and remain in possession of the Property or the rents and profits from it until all money due and the costs incurred by the exercise of this power are fully discharged; or

2.2.4. hold possess and enjoy the Property in fee simple free from incumbrances except for matters subsisting prior to the date of this deed

PROVIDED THAT before any such right to enter the Property is exercised the Manager shall give notice of its intention to do so to any mortgagee of the Property whose interest has been notified to the Manager in writing and shall not exercise the right concerned until 28 days have elapsed since the notice was sent to the relevant mortgagee and then only to the extent that the breach has not been remedied by that date.

3. **Owner's Covenants**

3.1. The Owner covenants with the Manager to pay the Fixed Rentcharge to the Manager in advance on the Rentcharge Payment Dates.

3.2. The Owner covenants with the Manager

3.2.1. To pay the Estate Rentcharge to the Manager in accordance with this clause 3.2 by way of the Interim Charge and the Excess Service Charge.

3.2.2. The Interim Charge shall be paid to the Manager (in the absolute discretion of the Manager) either:

3.2.2.1 by equal quarterly instalments in advance on the Rentcharge Payment Dates (and the first such payment (on account of the Service Charge for the period from and including the date of this deed to and including the day immediately preceding the Rent Payment Date next thereafter) shall be made on the date of this deed), or

3.2.2.2. by annual payments in advance on the first Rentcharge Payment Date in each Service Charge Year (and the first such payment (on account of the Service Charge for the First Service Charge Year) shall be made on the date of this deed);

and for the avoidance of doubt the Manager may vary the basis of payment of the Interim Charge from time to time throughout the period of this deed from quarterly to annual payments in its absolute discretion subject to not less than [six] months prior notice in writing having been provided to the Owner

3.2.3. If the Interim Charge paid by the Owner in respect of any Service Charge Year exceeds the Service Charge for that Service Charge Year the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Manager and credited to the account of the Owner in computing the Interim Charge in succeeding Service Charge Years.

3.2.4. If the Service Charge in respect of any Service Charge Year exceeds the Interim Charge paid by the Owner in respect of that Service Charge Year together with any surplus from previous years carried forward as aforesaid then the Owner shall pay a sum equal to the amount of the excess to the Manager within 14 days of the service of the Certificate on the Owner or such longer period as the Manager shall specify

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- 3.2.5. In this clause 3.2.5 any surplus carried forward from previous years shall not include any sums set aside for the purpose of the Reserve Fund.
- 3.2.6. If and whenever the Owner shall fail to pay the Interim Charge and/or the Excess Service Charge on the due dates the Owner shall pay to the Manager Interest on the amount of the unpaid Interim Charge and/or the unpaid Excess Service Charge (as the case may be).
- 3.3. The Owner covenants with the Manager not to dispose of the Property (other than by way of an assured shorthold tenancy for a term of five years or less or a mortgage) unless the disponee enters into and delivers a direct covenant with the Manager in the form of the deed set out at Schedule 2. The costs payable to The Manager pursuant to clause 2 of the said form of deed shall not exceed £175 per deed increased by the percentage (if any) by which the Index for the month immediately preceding the date of the deed exceeds the Base Figure.

4. **Manager's Covenants**

The Manager covenants with the Owner subject to the payment of the Estate Rentcharge to use all reasonable endeavours to supply the Estate Services provided that:

- 4.1. The Manager may suspend any of the Estate Services for such period as may be reasonably necessary for repair replacement modernisation or otherwise.
- 4.2. The Manager shall be under no liability in respect of any failure to perform or observe any such obligation unless it is attributable to the wilful default of the Manager
- 4.3. The Manager shall be under no liability in respect of any failure to perform or observe any such obligation until it has been notified of the failure concerned in writing and has then failed to remedy it within a reasonable period and any liability which nonetheless arises shall be limited to the period after written notification was received by the Manager:
- 4.4. The Manager may but shall not be obliged to supply the Estate Services in respect of any part of the Estate in which the Manager does not hold a freehold or leasehold interest or the Manager does not benefit from a licence to enter on reasonable terms that enable it to carry out the relevant Estate Services.

5. **Calculation of Service Charge**

- 5.1. Before the commencement of each Service Charge Year or as soon as possible thereafter, the Manager or its managing agent shall provide the Owner with an estimate of the Expenditure anticipated to be incurred in that Service Charge Year and the amount of the Interim Charge for that Service Charge Year.
- 5.2. As soon as reasonably practicable after the expiration of each Service Charge Year the Manager shall provide the Owner with a certificate containing the following information:
- 5.2.1. The amount of the Expenditure for that Service Charge Year; and
- 5.2.2. The amount of the Interim Charge paid by the Owner in respect of that Service Charge Year together with any surplus carried forward from the previous Service Charge Year; and

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- 5.2.3. The amount of the Service Charge in respect of that Service Charge Year and of any excess or deficiency of the Service Charge over the Interim Charge and any accrued surplus; and
 - 5.2.4. The amount of the Reserve Fund at the commencement of the Service Charge Year the expenditure from it during the Service Charge Year and the contributions to it during the Service Charge Year
 - 5.3. The Certificate shall be conclusive and binding on the Manager and the Owner as to matters of fact but the Owner shall be entitled at any time within three months after service of the Certificate at the discretion of the Manager either to inspect the receipts and vouchers relating to payment of the Expenditure or to receive a copy of the audited accounts of the Manager in relation to such Expenditure.
 - 5.4. Any omission by the Manager to include in the Certificate for any Service Charge Year a sum expended or a liability incurred in that Service Charge Year shall not preclude the Manager from including such sum or the amount of such liability in the Certificate for any subsequent Service Charge Year
 - 5.5. The Service Charge in respect of any Service Charge Year shall not exceed the Service Charge Cap for the relevant Service Charge Year.
 - 5.6. The Manager shall hold the Reserve Fund and all interest accrued thereon in a separate designated deposit account on trust to expend the same in subsequent years and subject to that on trust for the residents of the Estate absolutely.
6. **Agreements and declarations**
- It is agreed and declared as follows:
- 6.1 If at any time the Manager considers that it would be in the general interest of the owners of the properties on the Estate receiving a service from the Manager to do so, the Manager may discontinue that service, provided that in deciding whether or not to discontinue any service the Manager is to give proper consideration to the views and wishes of the majority of the owners of such properties.
 - 6.2. The Manager (acting reasonably) may make and at any time on prior notice to the Owner vary or waive any regulations relating to the Estate as it thinks fit in the general interest of the owners of the properties on the Estate.
 - 6.3. The Manager may at any time and from time to time in its reasonable discretion determine that any land or facility then forming part of the Management Areas shall cease to be part of the Management Areas and/or that any land or facility not then being included in the Management Areas shall become part of the Management Areas.
 - 6.4. In the event of:
 - 6.4.1 any material change after the date of this deed in the reference base used to compile the Index, the figure taken to be shown is the figure which would have been shown in the Index if the reference base current at the date of this deed had been retained; or

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- 6.4.2. it becoming impossible to utilise the Index by reason of any change after the date of this deed in the method used to compile the Index or the Index being abolished or for any other reason then the Manager may refer the matter to an independent expert who shall be a member of the Royal Institution of Chartered Surveyors (or any person acting on his behalf) whose costs shall form part of the Expenditure and who shall have full power;
- 6.4.2.1. to determine what would have been the movement in the Index had it continued; and
- 6.4.2.2. to select the nearest equivalent index to Index to apply for the remainder of the term of this deed.
- 6.5. If any provision of this deed is found or held to be illegal invalid or unenforceable the legality validity and/or enforceability of the remaining provisions of this deed shall be unaffected.

7. Land Registry application

- 7.1. The parties apply to the Registrar for entry of a restriction on the register of the title to the Property in standard form L in Schedule 4 of the Land Registration Rules 2003, namely:
- "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before entry of this restriction, is to be registered without a certificate signed by *(name of Manager)* of *(address)* or their conveyancer that the provisions of clause [] of a deed dated *(date)* and made between *(name of Manager)* (1) and *(name of Owner)* (2) have been complied with or that they do not apply to the disposition"
- 7.2. The Owner consents to an Agreed Notice [on Land Registry Form AN1] being entered in the Charges register of the title to the Property at the Land Registry in relation to the Rentcharges and the provisions of this deed.

SCHEDULE 1 Expenditure

Part 1

- 1 Maintenance management repair and renewal or replacement of the public realm within the Estate including but not limited to the verges to roads and pathways and street furniture
2. Maintenance and management repair and renewal or replacement of sustainable urban drainage features
3. Maintenance and management repair and renewal or replacement of sport facilities play spaces and other recreational areas managed farmland woodland and ecology areas within the Estate
4. Maintenance repair and renewal or replacement of allotments within the Estate (not including the plots which are let or held under licence by individual allotment holders)
5. Maintenance management repair and renewal or replacement of the Community Buildings

Part 2

1. The costs incurred in the running of the Community Buildings including without limitation staff costs utility costs rates and other outgoings

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2. All other costs associated with the provision of the Estate Services including without limitation staffing and equipment costs and such proportion of the internal overhead costs of the Manager properly attributable to the provision of the Estate Services
3. All rates taxes and other outgoings chargeable in respect of the Management Areas
4. The fees payable to any managing agents in connection with the provision of the Estate Services or other matters referred to in this deed and the fees of any accountant or surveyor employed to determine the Expenditure and/or to prepare the Certificate
5. Such sums of money as the Manager reasonably requires to be set aside to meet such future costs as the Manager shall reasonably expect to incur in connection with the Estate Services and other matters referred to in this deed
6. The costs of enforcing the provisions of rentcharges relating to the Property or other Plots against any persons who fail to observe and perform their terms and provisions (but only to the extent that those costs are not recovered from the person defaulting on their obligations)
7. Without limiting the foregoing all other expenses reasonably incurred by the Manager in or incidental to or for the purpose of providing or maintaining services facilities or amenities of or to the Estate in keeping with the principles of good estate management including reasonable interest and fees on monies borrowed to finance the provision of the Estate Services and other matters referred to in this deed

SCHEDULE 2
Deed of Covenant

THIS DEED OF COVENANT is made on *(date)*
PARTIES

(name of new owner) of *(address)* ('the New Owner'); and

(name of Manager) [Company Registration no...] the registered office of which is situate at *(address)* ('the Manager').

Background

This Deed is supplemental to a deed dated *(date)* made between (1) the Manager and (2) *(the Owner)* (the 'Estate Rentcharge Deed') in respect of *(insert details)* formerly plot *(insert details)* *(development name)* ('the Property').

THIS DEED WITNESSES:

- 1 The New Owner covenants with the Manager to observe and perform the covenants on the part of the New Owner in the Estate Rentcharge Deed as if the New Owner were a party to the Estate Rentcharge Deed.
2. The New Owner shall pay the reasonable costs of the Manager in connection with this Deed.
3. Where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons.

[Executed as a Deed by the New Owner on the day and date above written.]

Schedule 31 -- Rentcharge Deed

EXECUTED AS A DEED by

[MANAGER]

acting by []

SIGNED AS A DEED by

Name [OWNER]

Signature

[and

Name [OWNER]

Signature]

In the presence of:

Witness signature:

Name:

Address:

Occupation:

SCHEDULE 32

List of Matters to be Included in Design Brief and Specification for the CMO First Operating Premises

1. Introduction

- a. This brief (who it is prepared by and who for, its purpose and a summary of inclusions)
- b. Location of the CMO First Operating Premises
- c. Budget for the construction of the First CMO Operating Premises
- d. Scope of the design for the First CMO Operating Premises

2. The site and its uses

- a. Context of the site on which the CMO First Operating Premises is located

What buildings or type of buildings will be adjacent to the CMO First Operating Premises (at the time the brief is prepared or as planned in the future), and how the First CMO Operating Premises relates to the overall development and to other CMO facilities.

- b. Context of the building comprising the CMO First Operating Premises

Details of what the CMO First Operating Premises are likely to be used for and how the design of the building car parking and pedestrian and vehicular accesses will facilitate and accommodate those uses.

3. Requirements for the site on which the first CMO Operating Premises will be located to include:-

- a) details of what vehicular parking is to be provided; and
- b) details of physical links to other features e.g. to parking, to other CMO facilities and surrounding housing with details of what form such links will take e.g. footpath; and
- c) details and the design of the vehicular and pedestrian accesses to and from the CMO First Operating Premises including vehicular access to an adopted public highway or a road that is in the process of being adopted as public highway by the Highways Authority or will be in the process of being adopted as a public highway by the Highways Authority; and
- d) for the avoidance of doubt confirmation that all details requirements and features as set out in the definition of "CMO First Operating Premises" are to be provided and how they are to be provided with details of such provision;
- e) details of any existing services or rights of way on the site of the CMO First Operating Premises that will need to be diverted

4. The Building

The Design Brief and Specification for the CMO First Operating Premises shall include details of the internal layout of the building comprising such facility (e.g. offices, meeting room and reception), room sizes, internal fittings and fixtures (e.g. of toilet and kitchenette facilities), confirmation and details of the disabled access to the building and internal layout enabling disabled use of the building and confirmation and details of the services to be provided to the CMO First Operating Premises including potable water supply electricity supply gas supply sewage disposal internet and telephone access and connections to the main networks for the supply or disposal (as appropriate) of such services an explanation of how internal space has been optimised and confirmation of which use classes within the UCO 1987 and uses the building will be designed to accommodate.

5. Planning requirements

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- a) The Design Brief and Specification for the CMO First Operating Premises shall identify those design elements of the design of the CMO First Operating Premises that ensure compliance with overall Chilmington Design Code; and
 - b) The Design Brief and Specification for the CMO First Operating Premises shall identify those elements of the design of the CMO First Operating Premises that ensure compliance with Design Code approved pursuant to condition 17 of the Planning Permission that is specific to the site on which the CMO First Operating Premises will be located; and
 - c) The Design Brief and Specification for the CMO First Operating Premises shall identify:- i) all planning requirements that the Council are likely to require the design for the CMO First Operating Premises to comply with when determining a Reserved Matters Application for the CMO First Operating Premises and ii) demonstrate how the Design Brief and Specification for the CMO First Operating Premises complies with such requirements (e.g. how the brief complies with the Council's parking standards at the time the brief is prepared).
6. Design and materials standards
- 6.1 The Design Brief and Specification for the CMO First Operating Premises shall include:-
- a) details of those collateral warranties and/or other guarantees provided by the person constructing the CMO First Operating Premises (including vehicular and pedestrian access car parks and landscaping) to the CMO that the CMO may confirm it reasonably requires (if any) and confirmation that such collateral warranties and guarantees will be provided to the CMO; and
 - b) details of Building design and standards which shall meet best practice guidelines for the CMO First Operating Premises at the time of its construction; and
 - c) details of the appearance of the building comprising the CMO First Operating Premises, landscaping, pedestrian and vehicular accesses to the CMO First Operating Premises; and
 - d) details of the materials to be used in the construction of the CMO First Operating Premises (including all fixtures, fittings and equipment, landscaping, vehicular parking and vehicular and pedestrian accesses) and details of the performance and durability of such materials which shall comply with all relevant current British and European Standards and Codes of Practice; and
 - e) confirmation that the design of the building comprising the CMO First Operating Premises will comply with the requirements of the Design Code and all legislative requirements; and
 - f) details of the landscaping of the site on which the CMO First Operating Premises is to be located; and
 - g) details of any features that increase the sustainability of the CMO First Operating Premises.
- 6.2 Full details of the budget for the construction of the CMO First Operating Premises to include a full detailed costing for the provision of the facility and a full costed explanation of how all of the particulars detailed in the CMO First Operating Premises Design Brief and Specification and details of provision of all of the features detailed by the definition of the "CMO First Operating Premises" are to be delivered within the budget referred to at paragraph 4 of this agreement.
- 6.3 Summary of key considerations to include:-
- a. a plan of the site on which the CMO First Operating Premises is to be located (to provide spatial context and specific location).
 - b. a consultation findings report, including views and opinions of the CMO Board in relation to the proposed brief for the CMO First Operating Premises.

SCHEDULE 33

List of Matters to be Included in Design Brief and Specification for the CMO Second Operating Premises

1 Introduction

- a) This brief (who it is prepared by and who for, its purpose and a summary of inclusions)
- b) Location of the CMO Second Operating Premises
- c) Budget for the construction of the Second CMO Operating Premises
- d) Scope of the design for the Second CMO Operating Premises

2. The site and its uses

- a. Context of the site on which the Second First Operating Premises is located;

What buildings will be adjacent to the CMO Second Operating Premises (at the time the brief is prepared or as planned in the future), and how the CMO Second Operating Premises relates to the overall development and to other CMO facilities.

- b. Context of the building comprising the CMO Second Operating Premises

Details of what the CMO Second Operating Premises will be used for and how the design of the building car parking and pedestrian and vehicular accesses will facilitate and accommodate those uses.

3. Requirements for the site on which the CMO Second Operating Premises will be located to include:-

- a) details of what vehicular parking is to be provided; and
- b) details of physical links to other features e.g. to parking, to other CMO facilities and surrounding housing with details of what form such links will take e.g. footpath; and
- c) details and the design of the vehicular and pedestrian accesses to and from the CMO Second Operating Premises including vehicular access to an adopted public highway or a road that is in the process of being adopted as public highway by the Highways Authority or will be in the process of being adopted as a public highway by the Highways Authority; and
- d) for the avoidance of doubt confirmation that all details requirements and features as set out in the definition of "CMO Second Operating Premises" are to be provided and how they are to be provided with details of such provision; and
- e) details of any existing services or rights of way on the site of the CMO First Operating Premises that will need to be diverted

4. The Building

The Design Brief and Specification for the CMO Second Operating Premises shall include details of the internal layout of the building comprising such facility (e.g. offices, meeting room and reception), room sizes, internal fittings and fixtures (e.g. of toilet and kitchenette facilities), confirmation and details of the disabled access to the building and internal layout enabling disabled use of the building and confirmation and details of the services to be provided to the CMO Second Operating Premises including potable water supply electricity supply gas supply sewage disposal internet and telephone access and connections to the main networks for the supply or disposal (as appropriate) of such services an explanation of how internal space has been optimised and confirmation of which use classes within the UCO 1987 and uses the building will be designed to accommodate.

5. Planning requirements

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- a) The Design Brief and Specification for the CMO Second Operating Premises shall identify those design elements of the design of the CMO Second Operating Premises that ensure compliance with overall Chilmington Design Code; and
 - b) The Design Brief and Specification for the CMO Second Operating Premises shall identify those elements of the design of the CMO Second Operating Premises that ensure compliance with Design Code approved pursuant to condition 17 of the Planning Permission that is specific to the site on which the CMO Second Operating Premises will be located; and
 - c) The Design Brief and Specification for the CMO Second Operating Premises shall identify:- i) all planning requirements that the Council are likely to require the design for the CMO Second Operating Premises to comply with when determining a Reserved Matters Application for the CMO Second Operating Premises and ii) demonstrate how the Design Brief and Specification for the CMO Second Operating Premises complies with such requirements (e.g. how the brief complies with the Council's parking standards at the time the brief is prepared).
5. Design and materials standards
6. The Design Brief and Specification for the CMO Second Operating Premises shall include:-
- a. details of those collateral warranties and/or other guarantees provided by the person constructing the CMO Second Operating Premises (including vehicular and pedestrian access car parks and landscaping) to the CMO that the CMO may confirm it reasonably requires (if any) and confirmation that such collateral warranties and guarantees will be provided to the CMO; and
 - b. details of Building design and standards which shall meet best practice guidelines for the CMO Second Operating Premises at the time of its construction; and
 - c. details of the appearance of the building comprising the CMO Second Operating Premises, landscaping, pedestrian and vehicular accesses to the CMO Second Operating Premises; and
 - d. details of the materials to be used in the construction of the CMO Second Operating Premises (including all fixtures, fittings and equipment, landscaping, vehicular parking and vehicular and pedestrian accesses) and details of the performance and durability of such materials which shall comply with all relevant current British and European Standards and Codes of Practice; and
 - e. confirmation that the design of the building comprising the CMO Second Operating Premises will comply with the requirements of the Design Code and all legislative requirements; and
 - f. details of the landscaping of the site on which the CMO Second Operating Premises is to be located; and
 - g. details of any features that increase the sustainability of the CMO Second Operating Premises.
7. Full details of the budget for the construction of the CMO Second Operating Premises to include a full detailed costing for the provision of the facility and a full costed explanation of how all of the particulars detailed in the CMO First Operating Premises Design Brief and Specification and details of provision of all of the features detailed by the definition of the "CMO First Operating Premises" in so far as they relate to the Fitting Out of the CMO Second Operating Premises are to be delivered within the budget for Fitting Out referred to at paragraph 5 of Schedule 4 this Deed.
8. Summary of key considerations to include
- a. a plan of the site on which the CMO Second Operating Premises is to be located (to provide spatial context and specific location).
 - b. a consultation findings report, including views and opinions of the CMO Board in relation to the proposed brief for the CMO Second Operating Premises.

SCHEDULE 34

Heads of Terms For The Lease Of the CMO's First Operating Premises

1. LANDLORD

[NAME]

Country of incorporation/registration:

Company number:

Registered office address:

2. TENANT

CMO

Country of incorporation/registration: []

Company number: []

Registered office address: []

3. PROPERTY

3.1 The CMO's First Operating Premises comprising the building and car parking to be provided pursuant to paragraph 4 of Schedule 5 of the agreement pursuant to Section 106 of the Town and Country Planning Act 1990 dated [Note: insert date of s106 agreement] and relating to the application for planning permission under Ashford Borough Council's reference 12/00400/AS (the "Section 106 Agreement").

3.2 The property will include 12 car parking spaces (including one disabled car parking space) and an area of grass capable of accommodating at least 3 further cars.

4. TERM

4.1 The lease will be for a term of 20 years.

4.2 The lease will exclude the security of tenure provisions of Part II of the Landlord and Tenant Act 1954.

4.3 The tenant will have the right to break the lease on a rolling basis throughout the term of the lease. To exercise the right to break, the tenant must give the landlord 2 months' prior written notice to the Landlord.

4.4 The landlord will have the right to break the lease on a rolling basis but no earlier than after three years of the term of the lease have lapsed and provided that the landlord gives the tenant 6 months prior written notice and the CMO's Second Operating Premises (as defined by the Section 106 Agreement) has been completed and the lease of the CMO's Second Operating Premises has been granted to the CMO in accordance with paragraph 5 of Schedule 4 of the Section 106 Agreement prior to the date on which the Landlord gives the Tenant notice of its intention to terminate the lease.

5. RENT AND RENT REVIEW

5.1 The rent will be a peppercorn exclusive of VAT, rates, insurance premiums and all other outgoings.

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- 5.2 In addition to rent, the tenant must also pay VAT (including any VAT on the rent), rates, insurance premiums and all other outgoings.
- 5.3 There will be no rent-free period.
- 5.4 There will be no provision for the rent to be reviewed either upwards or downwards.
- 6. RENT DEPOSIT**
 - 6.1 There will be no rent deposit.
- 7. SERVICES AND SERVICE CHARGE**
 - 7.1 The tenant will not pay any service charge.
- 8. INSURANCE**
 - 8.1 The landlord will insure the property and the tenant will refund the premiums on demand.
 - 8.2 The tenant will be able to terminate the lease if the property is damaged or destroyed by an uninsurable risk so that the tenant cannot occupy the property.
- 9. USE**
 - 9.1 The property can only be used as offices and as a community facility (including but not limited to use as a classroom, for marketing purposes, community consultation and community meetings) and for storage and ancillary uses.
 - 9.2 The tenant can change the use of the property only with the landlord's prior written consent which shall not be unreasonably withheld or delayed.
- 10. ASSIGNMENTS AND UNDERLEASES**
 - 10.1 The tenant can assign the lease with the landlord's prior written consent, which shall not be unreasonably withheld or delayed.
 - 10.2 The tenant can underlet the whole or part of the property with the landlord's prior written consent, which shall not be unreasonably withheld or delayed.
 - 10.3 The tenant can share occupation of the property with any other local authority or other public body.
 - 10.4 For the avoidance of doubt the tenant shall not be restricted from making available the property or part of the property to community groups or private individuals either on an informal basis free of charge or for hire.
- 11. REPAIR**
 - 11.1 The landlord shall be responsible for the repair of the exterior of the property, services to the property, the boiler and central heating system, the plumbing and electrical wiring and associated conduits/wiring within the property, car parking and all exterior hard and soft landscaping.
 - 11.2 The tenant shall be responsible for the repair of the interior of property except to the extent that damage to the interior of the property is covered by insurance and except to the extent that the landlord is responsible for the repair of the services within the property as detailed by 11.1 above.
 - 11.3 The tenant will not be obliged to repair damage to the interior of the property caused by an uninsurable risk.
 - 11.4 In the event of damage occurring to the property the landlord shall make a claim

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under insurance and then to apply all of the insurance monies received in reinstatement of the demised property.

12. ALTERATIONS

- 12.1 The tenant can make structural or external alterations to the property with the landlord's prior written consent, which cannot be unreasonably withheld or delayed.
- 12.2 The tenant can make internal alterations to the property without the landlord's consent written or otherwise.

13. RIGHTS FOR THE BENEFIT OF THE CMO'S FIRST OPERATING PREMISES

- 13.1 The lease shall be granted with all rights over neighbouring and adjacent land for the benefit of the property that are necessary and appropriate to enable the property to be used for its intended uses and purposes.

SCHEDULE 35
Heads of Terms For The Lease Of the CMO's Second Operating Premises

1. LANDLORD

[NAME]

Country of incorporation/registration:

Company number:

Registered office address

Telephone number:

E-mail address:

2. TENANT

CMO

Country of incorporation/registration: []

Company number: []

Registered office address: []

Telephone number: []

E-mail address:[]

3. PROPERTY

3.1 The CMO's Second Operating Premises comprising the building and car parking to be provided pursuant to paragraph 5 of Schedule 5 of the agreement pursuant to Section 106 of the Town and Country Planning Act 1990 dated *[Note: insert date of s106 agreement]* and relating to the application for planning permission under Ashford Borough Council's reference 12/00400/AS (the "Section 106 Agreement").

3.2 The property will include 15 car parking spaces (including one disabled and one overflow car parking space) or the property will have 15 car parking spaces (including 1 disabled) allocated to it on adjacent land the property which shall be exclusively for the use of the property.

4. TERM

4.1 The lease will be for a term of 20 years.

4.2 The lease will exclude the security of tenure provisions of Part II of the Landlord and Tenant Act 1954.

4.3 The tenant will have the right to break the lease on a rolling basis throughout the term of the lease. To exercise the right to break, the tenant must give the landlord 2 months' prior written notice to the Landlord.

4.4 The landlord will have the right to break the lease on a rolling basis but no earlier than after three years of the term of the lease have lapsed and provided that the landlord gives the tenant 6 months prior written notice and the multi purpose community leisure building with associated hub space has been fully constructed and the freehold interest therein transferred to the CMO in accordance with paragraph 1.2 of Schedule 14 of the Section 106 Agreement prior to the date on which the Landlord

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gives the Tenant notice of its intention to terminate the lease.

5. RENT AND RENT REVIEW

- 5.1 The rent will be a peppercorn exclusive of VAT, rates, insurance premiums and all other outgoings.
- 5.2 In addition to rent, the tenant must also pay VAT (including any VAT on the rent), rates, insurance premiums and all other outgoings.
- 5.3 There will be no rent-free period.
- 5.4 There will be no provision for the rent to be reviewed either upwards or downwards.

6. RENT DEPOSIT

- 6.1 There will be no rent deposit.

7. SERVICES AND SERVICE CHARGE

- 7.1 The tenant will not pay any service charge. The tenant shall pay the cost of all utilities/services used by the Tenant and rates.

8. INSURANCE

- 8.1 The landlord will insure the property and the tenant will refund the premiums on demand.
- 8.2 The tenant will be able to terminate the lease if the property is damaged or destroyed by an uninsurable risk so that the tenant cannot occupy the property

9. USE

- 9.1 The property can only be used as offices and as a community facility (including but not limited to use as a classroom, for marketing purposes, community consultation and community meetings) and for storage and ancillary uses.
- 9.2 The tenant can change the use of the property only with the landlord's prior written consent which shall not be unreasonably withheld or delayed.

10. ASSIGNMENTS AND UNDERLEASES

- 10.1 The tenant can assign the lease with the landlord's prior written consent, which shall not be unreasonably withheld or delayed.
- 10.2 The tenant can underlet the whole or part of the property with the landlord's prior written consent, which shall not be unreasonably withheld or delayed.
- 10.3 The tenant can share occupation of the property with any other local authority or other public body
- 10.4 For the avoidance of doubt the tenant shall not be restricted from making available the property or part of the property to community groups or private individuals either on an informal basis free of charge or for hire.

11. REPAIR

- 11.1 The landlord shall be responsible for the repair of the exterior of the property, services to the property, the boiler and central heating system, the plumbing and electrical wiring and associated conduits/wiring within the property, car parking and all exterior hard and soft landscaping.
- 11.2 The tenant shall be responsible for the repair of the interior of property except to the

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extent that damage to the interior of the property is covered by insurance and except to the extent that the landlord is responsible for the repair of the services within the property as detailed by 11.1 above.

11.3 The tenant will not be obliged to repair damage to the interior of the property caused by an uninsurable risk.

11.4 In the event of damage occurring to the property the landlord shall make a claim under insurance and then apply all of the insurance monies received in reinstatement of the demised property

12. ALTERATIONS

12.1 The tenant can make structural or external alterations to the property with the landlord's prior written consent, which cannot be unreasonably withheld or delayed.

12.2 The tenant can make internal alterations to the property without the landlord's consent written or otherwise.

13. RIGHTS FOR THE BENEFIT OF THE CMO'S SECOND OPERATING PREMISES

13.1 The lease shall be granted with all rights over neighbouring and adjacent land for the benefit of the property that are necessary and appropriate to enable the property to be used for its intended uses and purposes including but not limited to rights to exclusively use any car parking allocated to the CMO on adjacent and/or neighbouring land.

SCHEDULE 36

List of Matters to be Included in Design Brief and Specification for Commercial Estate: Basic Provision

1. Introduction
 - a) This brief (who it is prepared by and who for, its purpose and a summary of inclusions)
 - b) Location of the Commercial Estate: Basic Provision
 - c) Budget for the construction of the Commercial Estate: Basic Provision
 - d) Scope of the design for the Commercial Estate: Basic Provision
2. The site and its uses
 - a. Context of the site on which the Commercial Estate: Basic Provision is located

What buildings or type of buildings will be adjacent to the Commercial Estate: Basic Provision (at the time the brief is prepared or as planned in the future), and how the Commercial Estate: Basic Provision relates to the overall development and to other CMO facilities.
 - b. Context of the building comprising the Commercial Estate

Details of what the Commercial Estate: Basic Provision are likely to be used for and how the design of the building car parking and pedestrian and vehicular accesses will facilitate and accommodate those uses.
3. Requirements for the site on which the Commercial Estate: Basic Provision will be located to include:-
 - a) details of what vehicular parking is to be provided; and
 - b) details of physical links to other features e.g. to parking, to other CMO facilities and surrounding housing with details of what form such links will take e.g. footpath; and
 - c) details and the design of the vehicular and pedestrian accesses to and from the Commercial Estate: Basic Provision including vehicular access to an adopted public highway or a road that is in the process of being adopted as public highway by the Highways Authority or will be in the process of being adopted as a public highway by the Highways Authority; and
 - d) for the avoidance of doubt confirmation that all details requirements and features as set out in the definition of "Basic Commercial Estate Provision", are to be provided and how they are to be provided with details of such provision;
 - e) details of any existing services or rights of way on the site of the Commercial Estate: Basic Provision that will need to be diverted
4. The Building

The Design Brief and Specification for the Commercial Estate: Basic Provision shall include:-

 - a) Details of whether the Commercial Estate: Basic Provision will comprise of all of a building or part of a building and confirmation of the total internal size of the building/s to be provided in square feet GIA to be no less than 15,000 square feet GIA and up to 20,000 square feet GIA;
 - b) details of the internal layout of the building comprising the Commercial Estate: Basic Provision (e.g. offices, meeting room and reception) including room sizes, internal fittings and fixtures (e.g. of toilet and kitchenette facilities);
 - c) confirmation and details of the disabled access to the building and internal layout enabling disabled use of the building and confirmation and details of the services to be provided to the Commercial Estate: Basic Provision including potable water supply electricity supply gas supply sewage disposal internet and telephone access and

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connections to the main networks for the supply or disposal (as appropriate) of such services;

- d) an explanation as to how the internal floorspace of the building/s has been maximised;
- e) confirmation of the use classes within the UCO 1987 and uses that the building will be designed to accommodate

5. Planning requirements

- a) The Design Brief and Specification for the Commercial Estate: Basic Provision shall identify those design elements of the design of the Commercial Estate that ensure compliance with overall Chilmington Design Code; and
- b) The Design Brief and Specification for the Commercial Estate: Basic Provision shall identify those elements of the design of the Commercial Estate; Basic Provision that ensure compliance with Design Code approved pursuant to condition 17 of the Planning Permission that is specific to the site on which the Commercial Estate will be located; and
- c) The Design Brief and Specification for the Commercial Estate: Basic Provision shall identify:- i) all planning requirements that the Council are likely to require the design for the Commercial Estate: Basic Provision to comply with when determining a Reserved Matters Application for the Commercial Estate and ii) demonstrate how the Design Brief and Specification for the Commercial Estate: Basic Provision complies with such requirements (e.g. how the brief complies with the Council's parking standards at the time the brief is prepared).

6. Design and materials standards

6.1 The Design Brief and Specification for the Commercial Estate Basic Provision shall include:-

- a. details of those collateral warranties and/or other guarantees provided by the person constructing the Commercial Estate: Basic Provision (including vehicular and pedestrian access car parks and landscaping) to the CMO that the CMO may confirm it reasonably requires (if any) and confirmation that such collateral warranties and guarantees will be provided to the CMO; and
- b. details of Building design and standards which shall meet best practice guidelines for the Commercial Estate: Basic Provision at the time of its construction; and
- c. details of the appearance of the building comprising the Commercial Estate: Basic Provision, landscaping, pedestrian and vehicular accesses to the Commercial Estate; Basic Provision; and
- d. details of the materials to be used in the construction of the Commercial Estate: Basic Provision (including all fixtures, fittings and equipment, landscaping, vehicular parking and vehicular and pedestrian accesses) and details of the performance and durability of such materials which shall comply with all relevant current British and European Standards and Codes of Practice; and
- e. confirmation that the design of the building comprising the Commercial Estate: Basic Provision or the building in which the Commercial Estate: Basic Provision will be located will comply with the requirements of the Design Code and all legislative requirements; and
- f. details of the landscaping of the site on which the Commercial Estate: Basic Provision is to be located; and
- g. details of any features that increase the sustainability of the Commercial Estate: Basic Provision.

6.2 Full details of the budget for the construction of the Commercial Estate: Basic Provision to include a full detailed costing for the provision of the Commercial Estate: Basic Provision prepared by a quantity surveyor qualified with RICS and a statement interpreting those costings that demonstrates:-

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- a) how the proposed Commercial Estate: Basic Provision maximises the use of the budget referred to at paragraph 9 of this agreement; and
- b) in particular that the proposed quantum of the Commercial Estate: Basic Provision is the maximum quantum of Commercial Estate able to be provided using the budget referred to at paragraph 9 of this agreement whilst accommodating the CMO's reasonable requirements as communicated to the Owners in the process of consulting the CMO regarding the proposed Commercial Estate: Basic Provision; and
- c) that the budget for professional fees relating to the provision of the Commercial Estate: Basic Provision is no more than £438,000.00 (four hundred and thirty eight thousand pounds) Index Linked; and
- d) that the costings exclude any provision for constructing access and services the Commercial Estate: Basic Provision.

7 Summary of key considerations to include

- a. a plan of the site on which the Commercial Estate: Basic Provision is to be located (to provide spatial context and specific location).
- b. a consultation findings report, including views and opinions of the CMO Board in relation to the proposed brief for the Commercial Estate: Basic Provision.

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SCHEDULE 37

List of Matters to be Included in Design Brief and Specification for Commercial Estate: Second Tranche or for the Commercial Estate: Third Tranche

1. Introduction

- a. This brief (who it is prepared by and who for, its purpose and a summary of inclusions)
- b. Location of the Commercial Estate: Second Tranche/Third Tranche (as appropriate)
- c. The budget for the construction of the Commercial Estate: Second Tranche/Third Tranche (as appropriate)
- d. Scope of the design for the Commercial Estate: Second Tranche/Third Tranche (as appropriate)

2. The site and its uses

- a. Context of the site on which the Commercial Estate: Second Tranche/Third Tranche (as appropriate) is located

What buildings or type of buildings will be adjacent to the Commercial Estate: Second Tranche/Third Tranche (as appropriate) (at the time the brief is prepared or as planned in the future), and how the Commercial Estate: Second Tranche/Third Tranche (as appropriate) relates to the overall development and to other CMO facilities.

- b. Context of the building comprising the Commercial Estate

Details of what the Commercial Estate: Second Tranche/Third Tranche (as appropriate) are likely to be used for and how the design of the building car parking and pedestrian and vehicular accesses will facilitate and accommodate those uses.

3. Requirements for the site on which the Commercial Estate: Second Tranche/Third Tranche (as appropriate) will be located to include:-

- i. details of what vehicular parking is to be provided; and
- ii. details of physical links to other features e.g. to parking, to other CMO facilities and surrounding housing with details of what form such links will take e.g. footpath; and
- iii. details and the design of the vehicular and pedestrian accesses to and from the Commercial Estate: Second Tranche/Third Tranche (as appropriate) including vehicular access to an adopted public highway or a road that is in the process of being adopted as public highway by the Highways Authority or will be in the process of being adopted as a public highway by the Highways Authority; and
- iv. for the avoidance of doubt confirmation that all details requirements and features as set out in the definition of "Commercial Estate Provision: Second Tranche" or "Commercial Estate Provision: Third Tranche" (as appropriate) are to be provided and how they are to be provided with details of such provision;
- v. details of any existing services or rights of way on the site of the Commercial Estate: Second Tranche/Third Tranche (as appropriate) that will need to be diverted.

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4. The Building

The Design Brief and Specification for the Commercial Estate: shall include:-

- a. Details of whether the Commercial Estate: Second Tranche/Third Tranche (as appropriate) will comprise of all of a building or part of a building and confirmation of the total internal size of the building/s to be provided in square feet GIA (up to a maximum of 15,000 square feet GIA);
- b. details of the internal layout of the building comprising the Commercial Estate: Second Tranche/Third Tranche (as appropriate) (e.g. offices, meeting room and reception) including room sizes, internal fittings and fixtures (e.g. of toilet and kitchenette facilities);
- c. confirmation and details of the disabled access to the building and internal layout enabling disabled use of the building and confirmation and details of the services to be provided to the Commercial Estate: Second Tranche/Third Tranche (as appropriate) including potable water supply electricity supply gas supply sewage disposal internet and telephone access and connections to the main networks for the supply or disposal (as appropriate) of such services;
- d. an explanation as to how the internal floorspace of the building/s has been maximised;
- e. confirmation of the use classes within the UCO 1987 and uses that the building will be designed to accommodate

5. Planning requirements

- a. The Design Brief and Specification for the Commercial Estate: Second Tranche/Third Tranche (as appropriate) shall identify those design elements of the design of the Commercial Estate that ensure compliance with overall Chilmington Design Code; and
- b. The Design Brief and Specification for the Commercial Estate: Second Tranche/Third Tranche (as appropriate) shall identify those elements of the design of the Commercial Estate; Second Tranche/Third Tranche (as appropriate) that ensure compliance with Design Code approved pursuant to condition 17 of the Planning Permission that is specific to the site on which the Commercial Estate will be located; and
- c. The Design Brief and Specification for the Commercial Estate: Second Tranche/Third Tranche (as appropriate) shall identify:- i) all planning requirements that the Council are likely to require the design for the Commercial Estate: Second Tranche/Third Tranche (as appropriate) to comply with when determining a Reserved Matters Application for the Commercial Estate and ii) demonstrate how the Design Brief and Specification for the Commercial Estate: Second Tranche/Third Tranche (as appropriate) complies with such requirements (e.g. how the brief complies with the Council's parking standards at the time the brief is prepared).

6. Design and materials standards

6.1 The Design Brief and Specification for the Commercial Estate Second Tranche/Third Tranche (as appropriate) shall include:-

- a. details of those collateral warranties and/or other guarantees provided by the person constructing the Commercial Estate: Second Tranche/Third Tranche (as appropriate) (including vehicular and pedestrian access car parks and landscaping) to the CMO that the CMO may confirm it reasonably requires (if any) and confirmation that such collateral warranties and guarantees will be provided to the CMO; and

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- b. details of Building design and standards which shall meet best practice guidelines for the Commercial Estate: Second Tranche/Third Tranche (as appropriate) at the time of its construction; and
- c. details of the appearance of the building comprising the Commercial Estate: Second Tranche/Third Tranche (as appropriate), landscaping, pedestrian and vehicular accesses to the Commercial Estate; Second Tranche/Third Tranche (as appropriate); and
- d. details of the materials to be used in the construction of the Commercial Estate; Second Tranche/Third Tranche (as appropriate) (including all fixtures, fittings and equipment, landscaping, vehicular parking and vehicular and pedestrian accesses) and details of the performance and durability of such materials which shall comply with all relevant current British and European Standards and Codes of Practice; and
- e. confirmation that the design of the building comprising the Commercial Estate: Second Tranche/Third Tranche (as appropriate) or the building in which the Commercial Estate: Second Tranche/Third Tranche (as appropriate) will be located will comply with the requirements of the Design Code and all legislative requirements; and
- f. details of the landscaping of the site on which the Commercial Estate: Second Tranche/Third Tranche (as appropriate) is to be located; and
- g. details of any features that increase the sustainability of the Commercial Estate: Second Tranche/Third Tranche (as appropriate).

6.2 Full details of the budget for the construction of the Commercial Estate: Second Tranche/Third Tranche (as appropriate) to include a full detailed costing for the provision of the Commercial Estate: Second Tranche/Third Tranche (as appropriate) prepared by a quantity surveyor qualified with RICS and a statement interpreting those costings that demonstrates:-

- a) how the proposed Commercial Estate: Second Tranche/Third Tranche (as appropriate) maximises the use of the budget referred to at paragraph 11 or 12 of Schedule 4 this Deed (as appropriate); and
- b) in particular that the proposed quantum of the Commercial Estate: Second Tranche/Third Tranche (as appropriate) is the maximum quantum of Commercial Estate able to be provided using the budget referred to at paragraph 11 or 12 of Schedule 4 of this Deed (as appropriate) whilst accommodating the CMO's reasonable requirements as communicated to the Owners in the process of consulting the CMO regarding the proposed Commercial Estate: Second Tranche/Third Tranche (as appropriate); and
- c) that the budget for professional fees relating to the provision of the Commercial Estate: Second Tranche/Third Tranche (as appropriate) is no more than £328,000.00 (three hundred and twenty eight thousand pounds) Index Linked; and
- d) that the costings exclude any provision for constructing access and services to the Commercial Estate: Second Tranche/Third Tranche (as appropriate).

7 Summary of key considerations to include

- a. a plan of the site on which the Commercial Estate: Second Tranche/Third Tranche (as appropriate) is to be located (to provide spatial context and specific location).
- b. a consultation findings report, including views and opinions of the CMO Board in relation to the proposed brief for the Commercial Estate Second Tranche/Third Tranche (as appropriate).

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SCHEDULE 38
Framework Agreement

DATED

2017

CHILMINGTON GREEN COMMUNITY MANAGEMENT ORGANISATION (1)

ASHFORD BOROUGH COUNCIL (2)

HODSON DEVELOPMENTS (ASHFORD) LIMITED (3)

BDW TRADING LIMITED (4)

PENTLAND KENT LIMITED (5)

HODSON DEVELOPMENTS (CG ONE) LIMITED (6)

HODSON DEVELOPMENTS (CG TWO) LIMITED (7)

CHELMDEN LIMITED (8)

PENTLAND HOMES LIMITED (9)

CHILMINGTON GREEN DEVELOPMENTS LIMITED (10)

MALCOLM JARVIS HOMES LIMITED (11)

FRAMEWORK AGREEMENT

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**Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES
SLP 20232.0003**

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CHILMINGTON GREEN COMMUNITY MANAGEMENT ORGANISATION

FRAMEWORK AGREEMENT

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THIS AGREEMENT is made the

day of

2017

BETWEEN

- (1) **CHILMINGTON GREEN COMMUNITY MANAGEMENT ORGANISATION** ("the Company") incorporated and registered in England with company number [xxxxxxx] whose registered office is [YYYYYYYYYYYYYYYYYYY];
- (2) **ASHFORD BOROUGH COUNCIL** ("the Council"), whose principal office is at the Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL;
- (3) **HODSON DEVELOPMENTS (ASHFORD) LIMITED** incorporated and registered in England and Wales with company number 07468189 whose registered office is Suite 9, 55 Office, 55 Park Lane, London, W1K 1NA,
- (4) **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is Barrett House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF;
- (5) **PENTLAND KENT LIMITED** incorporated and registered in England and Wales with company number 01031651 whose registered office is the Estate Office, Canterbury Road, Etchinghill, Folkestone CT18 8FA, and
- (6) **HODSON DEVELOPMENTS (CG ONE) LIMITED** (company registration number 10392676) whose registered office is at Office Suite 9 55 Park Lane London W1K 1NA ("Hodson CG One")
- (7) **HODSON DEVELOPMENTS (CG TWO) LIMITED** (company registration number 10392663) whose registered office is at Office Suite 9 55 Park Lane London W1K 1NA ("Hodson CG Two")
- (8) **CHELMDEN LIMITED** (company registration number 10321428) whose registered office is at Bartlett Farmhouse Great Chart Ashford Kent TN23 3DW ("Chelmden")
- (9) **PENTLAND HOMES LIMITED** (company registration number 01031651) whose registered office is at The Estate Office, Canterbury Road, Etchinghill, Folkestone, CT18 8FA ("Pentland Homes")
- (10) **CHILMINGTON GREEN DEVELOPMENTS LIMITED** (company registration number

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09286703) whose registered office is at Office Suite 9, 55 Park Lane, London, W1K 1NA ("Chilmington Green Developments")

- (11) **MALCOLM JARVIS HOMES LIMITED** incorporated and registered in England and Wales with company number 04470416 whose registered office is Great Chilmington Farmhouse, Great Chart, Ashford, Kent, TN23 3DP

RECITALS

1. The Council has been working on the development of Chilmington Green as a strategic urban extension as identified in the Council's Core Strategy and the Local Development Framework. The proposal is to establish a new community of over 5,500 homes with associated community, leisure and retail and employment uses ("the Development").
2. Hodson Developments (Ashford) Limited, Chilmington Green Developments Limited, Hodson (CG One) Limited, Hodson (CG Two) Limited, BDW Trading Limited, Pentland Kent Limited, Pentland Homes Limited, Chelmsden Limited and Malcolm Jarvis Homes Limited are the ten main developers in the consortium that have been appointed to build the new Chilmington Green Site (collectively referred to as "the Developers").
3. The Council and the Developers have worked together on the development of the Company as a community management organisation, as it has been recognised in the Area Action Plan that an effective management organisation with local accountability will be vital for the long term sustainability of Chilmington Green.
4. The Company has been created as a charitable company limited by guarantee with each of the other parties to this Agreement having the right to appoint Directors on to the Company's Board. The Company has been established to hold, maintain and manage community land and buildings, support and co-ordinate the delivery of a range of community services to meet the needs of local residents, and to promote and support environmental and community

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sustainability

5. As the major strategic partners in the development of the site, the Council, County Council and the Developers seek to be actively involved in the key decisions of the Company and to protect the development, maintenance and management of the site.
6. This Agreement sets out the range of decisions of the Company with which the Council, County Council and the Developers are to be involved, and the mechanism for that involvement.

1. Definitions and Interpretations

IN this Agreement (which expression shall be deemed to include the Schedules)

1.1 unless there be something in the subject or context inconsistent therewith the following expressions have the following meanings:-

"Area of Benefit"

means the area so defined in the Articles

"Articles"

means the articles of association of the Company as amended from time to time (and any reference to an Article shall be a reference to that article of the said articles of association)

"associate"

means, in relation to any person, a person who is connected with that person (and whether a person is so connected shall be determined in accordance with Section 286 of the Taxation of Chargeable Gains Act 1992)

"Built Assets"

means any building or structure the maintenance or management of which has or is to be transferred to the Company by the Developers or the owner thereof

"Business"

means the ownership, maintenance and management of

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	community land and buildings, the supporting and co-ordination of the delivery of a range of community services to meet the needs of local residents within the Area of Benefit, and the promotion and supporting environmental and community sustainability by the Company in accordance with the Company's charitable aims and objectives
"Business Plan"	means the framework for the business of the Company agreed by the Directors on an annual basis
"Commencement Date"	means the date shown on the front of this Agreement
"Community Asset"	means any land or building within the Area of Benefit ownership of which is transferred or leased to the Company
"Companies Act"	means the Companies Act 2006, save where the relevant provisions of the Companies Act 1985 or the Companies Act 1989 still apply, where it shall mean the relevant provisions in question
"County Council"	means Kent County Council
"Deadlock Situation"	where the board of the Company is unable to reach a decision on any particular matter and a Party or Parties notifies the Company that the Party or Parties in question is of the view that a decision is required in order to allow the Development to proceed in a timely and effective manner or for any other material reason
"Development"	the development within the Area of Benefit pursuant to the Planning Permission
"Director"	means a director for the time being of the Company or, as the case may be, of any other company in the Group
"Director's Undertaking"	means a deed in the form set out in Schedule 1 or a deed in

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	such other form as the Directors of the Company may agree
"disposal"	in clause 4.2.10 includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or a right over, any property
"Dispute Procedure"	a mechanism for resolving disputes between the Parties or any of them before using more formal routes as set out in Schedule 2
"Essential Activities"	means the activities set out in Schedule 3 and such other activities as may be agreed between the Parties
"Estate Rentcharge"	means any rentcharge secured on individual properties as part of the Development to be paid to the Company
"Final Completion"	means the date 12 months following the sale and occupation of the final dwelling in the Development
"group"	means, in relation to a company, that company or any company which is a holding company of that company or a subsidiary of that company or of such holding company
"the Group"	means the Company and its holding company (if any) and/or its subsidiaries (if any) for the time being
"the Hamlet"	the area identified as such in the Section 106 Agreement
"Insured Risks"	means risks of loss or damage by fire, aircraft, articles dropped from aircraft, explosion, earthquake, riot, civil commotion, storm, lightning, flood, escape of water, impact, malicious damage (but excluding acts of terrorism and any other risk that the Company reasonably considers cannot be insured against in the UK market at a reasonable rate) and such other risks against which the

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	Company insures
"Maintenance Standards"	incorporates both the Maintenance Standards (Open Spaces) and the Maintenance Standards (Built Assets)
"Maintenance Standards (Open Spaces)"	means the standards for management and maintenance for each element of the Open Spaces in the Area of Benefit that will be transferred to the Company pursuant to the terms of the Section 106 Agreement or the Company may otherwise assume responsibility for which shall as a minimum comply with the maintenance requirements as may be imposed by the conditions of the Planning Permission and the Section 106 Agreement (if any)
"Maintenance Standards (Built Assets)"	<p>means the standards for management and maintenance for each building within the Area of Benefit that will be transferred to the Company pursuant to the terms of the Section 106 Agreement or the Company may otherwise assume responsibility for which shall as a minimum comply with the following:-</p> <p>keep the relevant premises in question in good and substantial repair and condition;</p> <p>keep all plant and conduits comprised in the relevant premises in good working order;</p> <p>maintain the relevant premises at all times in a clean, neat and tidy condition;</p> <p>keep the relevant premises in good repair and decorative condition; and</p> <p>maintain the relevant premises in accordance with such requirements as may be imposed by the conditions of the Planning Permission and the Section 106 Agreement (if any).</p>
"Member"	means a member of the Company and/or of any other

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"Membership"

company in the Group
includes all rights and duties attributable to a person being
a Member

"Open Spaces"

means all open space sports and recreation areas
woodlands grasslands allotments parks including amenity
areas play spaces play areas unadopted verges ecological
and wildlife areas in the Development (other than those
forming part of any private curtilage or communal gardens
relating to or for the exclusive use of the residents of any
group of dwellings) the maintenance or management of
which has or is to be transferred to the Company by the
Developers or the owner thereof

"Party"

means a party to this Agreement, and 'Parties' shall mean
all of them

"Planning Application"

application number 12/00400/AS for outline planning
permission for a mixed use development of a site
comprising the Area of Benefit and other land comprising:-

- Up to 5,750 residential units, in a mix of sizes,
types and tenures;
- Up to 10,000 sq m (gross external floorspace) of
Class B1 use;
- Up to 9,000 sq m (gross external floorspace) of
Class A1 to A5 uses;
- Education (including a secondary school of up to 8
ha and up to four primary schools of up to 2.1 ha
each);
- Community Uses (Class D1) up to 7,000 sq m
(gross external floorspace);
- Leisure Uses (Class D2) up to 6,000 sq m (gross
external floorspace);

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- Provision of local recycling facilities;
- Provision of areas of formal and informal open space;
- Installation of appropriate utilities infrastructure as required to serve the development, including flood attenuation works, SUDS, water supply and wastewater infrastructure, gas supply, electricity supply (including substations), telecommunications infrastructure and renewable energy infrastructure (including CHP in the District Centre);
- Transport infrastructure, including provision of three accesses on to the A28, an access on to Coulter Road/Cuckoo Lane, other connections on to the local road network, and a network of internal roads, footpaths and cycle routes;
- New planting and landscaping, both within the Proposed Development and on its boundaries, and ecological enhancement works; and
- Associated groundworks;

Where appearance, landscaping, layout and scale are reserved for future approval and where access is reserved for future approval with the exception of the three accesses on to the A.28 and the access on to Coulter Road/Cuckoo Lane

"Planning Permission"

means: the outline planning permission granted by the Council pursuant to the Planning Application for outline planning permission submitted to the Council and registered under the Council's reference 12/00400/AS; and all other planning permissions in substitution therefor in

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variance thereof or by way of amendment thereto as may subsequently be granted by the Council (including planning permissions in substitution therefor in variance thereof or by way of amendment thereof as granted by the Council pursuant to Section 73 73A and 96A of the Planning Act varying the terms or conditions to such planning permission) and by the Secretary of State on appeal for development within the Area of Benefit

S106 Agreement

means the agreement dated [] pursuant to section 106 of the Town and Country Planning Act 1990 between 1) [] and 2) [] as it may be varied from time to time

1.2 Reference to any statute or statutory provision includes a reference:

1.2.1 to any Regulations made under this Agreement; and

1.2.2. to that statute or statutory provision as from time to time amended extended or re-enacted.

1.3 Words and phrases the definitions of which are contained or referred to in the Companies Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification of it not in force on the date of this Agreement.

1.4 Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships.

1.5 References to clauses, schedules and recitals are references to clauses, schedules and recitals of this Agreement and references to sub-clauses, paragraphs and sub-paragraphs are (unless otherwise stated) references to sub-clauses of the clause, or paragraphs of the sub-clause (or, as the case may be, schedule) or sub-paragraph in

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which the reference appears.

1.6 All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified.

1.7 The headings to the clauses and paragraphs are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2. Consideration

In consideration of the mutual agreements and undertakings set out in the Agreement, the Parties have granted the rights and accepted the obligations herein.

3. General Obligations

3.1. None of the Parties to this Agreement shall nominate, appoint or approve any person to act as a Director unless such person shall first have duly executed and delivered to the Company a Director's Undertaking.

3.2 Each of the Parties shall use their reasonable endeavours to ensure that:

3.2.1 where they are invited to appoint a Director to the Company, they fill the position without unreasonable delay;

3.2.2 in the case of the Developers, there are at all times prior to Final Completion at least two Directors appointed to the Company by the Developers;

3.2.3 the Directors appointed by the relevant Party shall attend each meeting of the Directors and if for 3 consecutive meetings of the Directors properly convened in accordance with the Articles, a Director shall not so attend, then the relevant appointing Party shall appoint some other person to act as their appointed Director if requested to do so by the Company.

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3.3. Prior to the transfer to the Company of any element of either the Built Assets or the Open Spaces, the Parties shall use their reasonable endeavours to agree the Maintenance Standards for that element.

3.4 The Parties acknowledge that the Company shall not be required to maintain or manage any element of the Built Assets or the Open Spaces unless the Maintenance Standards for that element have been agreed under clause 3.3.

4. Matters Requiring Approval of all the Parties

4.1 To the extent that it can lawfully do so, the Company undertakes to the Council and the Developers that the Company (acting by its Board) will not take a decision on any of the matters listed in Clause 4.2 unless the criteria set out in Clauses 4.3 and 4.4 are met.

4.2 The matters referred to in Clause 4.1 (above) are:-

- 4.2.1 approving any proposed amendment to the Articles (such amendment to then be put before the Members in accordance with company law);
- 4.2.2. entering into varying, or terminating any contract or arrangement insofar as that contract relates to the expansion of the work of the Business beyond the Area of Benefit. For the avoidance of doubt, this Clause 4.2.2 does not extend to contracts of employment between the Company and its employees;
- 4.2.3. resolving to change the classification or status of the Company whether pursuant to the Companies Acts or otherwise;
- 4.2.4. changing the nature or scope of the Business or commence any new business not being ancillary or incidental to the Business;
- 4.2.5. undertaking any activity or doing anything which is likely to prejudice the status of the Company as a registered charity;
- 4.2.6. the entering into or altering or replacing of any bank mandate given by the Company to its bankers relating to the operation of any account of the

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Company;

- 4.2.7. the acquisition or creation by the Company of any subsidiary undertaking or the participation by the Company with any person in any partnership or other unincorporated association joint venture or consortium or agreement or arrangements for sharing commissions or other income;
- 4.2.8. approving any proposal which relates to:
 - 4.2.8.1 the winding up of the Company;
 - 4.2.8.2 the insolvency of the Company;
 - 4.2.8.3 the making of any composition, arrangement or assignment for the benefit of its creditors; or
 - 4.2.8.4 any transaction the effect of which is either that the Business is to be operated by another person outside of the Group or more than 50% of the membership of the Company or the Group is transferred or held (as the case may be) by persons who currently hold less than 50% of the membership of the Company;
 - 4.2.8.5 approving any proposed amendments or revisions to the Maintenance Standards;
 - 4.2.8.6 approving any proposed amendments or revisions to the Business Plan;
- 4.2.9. approving any procurement strategy for the Company, including but not limited to contracts relating to the Maintenance Standards;
- 4.2.10. approving any proposal which relates to the disposal of any Community Asset.

- 4.3 Subject to Clause 4.4, the Company may make a decision on any of those matters listed at Clause 4.2 above where the Directors appointed by the Council and each of the Developers are:

- 4.3.1 present at the meeting at which the decision is made;
- 4.3.2 vote in favour of that decision; and
- 4.3.3 the resolution of the Board is otherwise taken in accordance with the Articles.

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- 4.4 The Company may only make a decision on the matters set out in Clauses 4.2.1, 4.2.3, 4.2.4 and 4.2.8 where the prior written consent of the Council and each of the Developers has been obtained.

5. Obligations of the Company

5.1 The Company shall:

- 5.1.1. use reasonable endeavours to prepare, agree and adopt a Business Plan incorporating the Maintenance Standards as agreed from time to time in accordance with clause 3.3 in consultation with, and with the formal approval of, the Council and the Developers;
- 5.1.2. carry on and conduct its business and affairs in a proper and efficient manner, in accordance with any agreed Maintenance Standards and with any agreed Business Plan;
- 5.1.3. in particular and without prejudice to the foregoing, keep and maintain the Open Spaces and the Built Assets to the Maintenance Standards agreed under clause 3.3 across the Area of Benefit;
- 5.1.4. maintain with a well-established and reputable insurer adequate insurance against all risks usually insured against by a commercial property company;
- 5.1.5. effect and maintain insurance with a reputable insurer subject to such excesses, exclusions and limitations as may apply covering all buildings owned by the Company against the Insured Risks for the full reinstatement cost including all applicable VAT and ancillary costs (including site clearance and professional fees) and appropriate allowance for inflation;
- 5.1.6. in particular, take out and maintain public liability insurance at all times in respect of any loss cost or damage of whatever kind to persons or property arising out of the Company's activities or the use and occupation of its land works properties and facilities;
- 5.1.7. following any damage by an Insured Risk affecting properties owned by the Company and on receipt of monies from the insurer:

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- 5.1.7.1. take reasonable steps to obtain any consents necessary for making good such damage; and
- 5.1.7.2. subject to obtaining such consents, apply the insurance monies received for that purpose in making good such damage as soon as reasonably practicable (but the accommodation and any facilities need not be identical in layout or design so long as they are reasonably equivalent to that previously provided at the premises)
- 5.1.8. keep books of account and therein make true and complete entries of all its dealings and transactions of and in relation to its business;
- 5.1.9. prepare its accounts on an historical cost basis and adopt such accounting policies as may from time to time be generally accepted for charities in England and Wales;
- 5.1.10. at least [28] days before the end of each financial year prepare an annual budget for the succeeding financial year;
- 5.1.11. prior to [28] days before the end of each financial year, review the Business Plan in particular in relation to any Maintenance Standards agreed under clause 3.3 during the relevant financial year in consultation with the Council, County Council and the Developers, and submit a copy of any revised Business Plan to the Parties;
- 5.1.12. not use any part of the Estate Rentcharge other than for the Essential Activities;
- 5.1.13. to prepare its accounts showing the Estate Rentcharge and the Essential Activities as a separate and ring fenced cost centre;
- 5.1.14. in the event of there being a surplus from the Company's trading activities or other sources of income to apply them towards any deficit in Estate Rentcharge income in carrying out the Essential Activities and making appropriate payments to any agreed contingency fund for the long term maintenance and refurbishment of assets held by the Company prior to using those surplus funds for any other of the Company's activities.

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6. Joint Obligations

6.1 Each of the Parties to this Agreement shall:

- 6.1.1 use their reasonable endeavours to further the reputation and to maintain and improve the business of the Company and its subsidiaries (if any) and work in the spirit of partnership in relation to the Business;
- 6.1.2 use reasonable endeavours to cooperate in the preparation, agreement and implementation of:
 - 6.1.2.1 the Business Plan; and
 - 6.1.2.2 the Maintenance Standards; and
 - 6.1.2.3 the detailed design of any non-residential Built Assets that are to be transferred to the Company; and
 - 6.1.2.4 any other documentation created in the implementation of the Business Plan;
- 6.1.3 act at all times in accordance with the documents referred to in Clause 6.1.2 above;
- 6.1.4 use their reasonable endeavours to ensure continuing liaison in relation to the Development between the Developers, the local community in the Area of Benefit, the Council and the County Council;
- 6.1.5 assist the Company where relevant with the holding of workshops or similar activities for the community in the Area of Benefit;
- 6.1.6 cooperate and work together in good faith in the fulfilment of the Company's objects contained within its Articles.

6.2 Where a Deadlock Situation exists then each Party shall use its reasonable endeavours to ensure that:

- 6.2.1 the Company calls a further board meeting within 7 days;
- 6.2.2 the Directors appointed by each Party attend that further board meeting;
- 6.2.3 the Directors present at the meeting use their respective reasonable endeavours to reach a decision on the matter which is the subject of the Deadlock Situation before

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the meeting is concluded.

7 Consents

Where this Agreement provides that any particular transaction or matter requires the consent, approval or agreement of a Party to this Agreement, such consent approval or agreement may be given subject to such terms and conditions as that Party may reasonably impose and any breach of such terms and conditions by any person subject thereto, shall ipso facto be deemed to be a breach of the terms of this Agreement.

8. The Articles

8.1 If, whilst this Agreement is in force, during the continuance of this Agreement there shall be any conflict between the provisions of this Agreement and the provisions of the Articles or of the articles of association of any company in the Group, then during such period the provisions of this Agreement shall prevail.

8.2 Nothing contained in this Agreement shall be deemed to constitute an amendment of the Articles or of the articles of association of any company in the Group or of any previous articles of association of the Company or of any company in the Group.

9. Winding Up and Insolvency

9.1 In the event of the winding up or insolvency of the Company, the Company will consult with the Charity Commission and the Parties (and obtain the formal consent of the Council and the Developers) regarding any proposals for the distribution of any remaining assets of the Company.

10. Confidentiality

10.1 Subject to clauses 10.2 and 10.3, each Party will keep the following matters confidential, namely:

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- 10.1.1 any information concerning the activities or financial affairs of the other Parties which in the ordinary course of business would be considered confidential or sensitive;
 - 10.1.2 any information concerning the Company or the activities in relation to this Agreement which, in the ordinary course of business would be considered confidential or sensitive; and
 - 10.1.3 any information concerning another Party which that Party, by notice to the others, determines to be of a confidential nature.
- 10.2 Subject to clause 10.3, no Party is to disclose any such confidential information without the prior written consent of the other Party to which it relates.
- 10.3 No Party will be in breach of its obligations under clauses 10.1 or 10.2 if the information concerned:
- 10.3.1 is already in the public domain other than as a consequence of a prior breach by the Party concerned; or
 - 10.3.2 is required by law or by any court of competent jurisdiction or public body having appropriate legal powers to be divulged to or any authority, court, body or individual; or
 - 10.3.3 is required to be disclosed to a regulatory agency or is disclosed to professional adviser on a confidential basis.

11. Developer changes

- 11.1 The Parties acknowledge that there may be changes to the Developers from time to time in respect of the Development.
- 11.2 Any proposal to accept an additional Developer shall be discussed and decided upon by the Developers for the time being.
- 11.3 A Deed of Adherence shall be executed by any additional Developer agreed upon as a new Developer and Party to this Agreement and by the Council on behalf of itself

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and of all existing Parties to this Agreement.

11.4 Each Party confirms the irrevocable authority of the Council to execute a Deed of Adherence on its behalf.

11.5 Upon so entering into a Deed of Adherence that organisation or person (as the case may be) shall be deemed to be a party to this Agreement.

12. General

Notices

12.1 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this sub-clause. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting and if by facsimile transmission when despatched.

Successors Bound

12.2 This Agreement shall be binding on and shall endure for the benefit of the successors and assigns and personal representatives (as the case may be) of each of the Parties.

Assignment

12.3 None of the Parties may assign their rights and obligations in whole or in part under this Agreement without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed) **PROVIDED THAT** this sub-clause shall not prevent a transfer of Membership pursuant to the Articles.

Good Faith

12.4 Each of the Parties undertakes to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement and the Articles.

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Further Assurance

12.5 Each of the Parties shall, and shall use their respective reasonable endeavours to procure that any necessary third parties shall, do execute and perform all such further deeds, documents, assurances, acts and things as the other Parties may reasonably require to carry out the provisions of this Agreement and the Articles into full force and effect.

Counterparts

12.6 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts each of which when executed and delivered will be an original.

Variation

12.7 No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing signed by the Parties.

Law

12.8 This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or connected with this Agreement.

No Partnership

12.9 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties and none of them shall have any authority to bind the others in any way.

Duration

12.10 The terms of this Agreement shall remain in full force and effect from the Commencement Date.

Termination

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12.11 The Parties may terminate this Agreement with immediate effect in relation to the participation of another Party ("the Leaving Party") if the Leaving Party:

12.11.1 being one of the Developers, serves written notice on the other Parties that the Party in question has ceased to have involvement in the Development;

12.11.2 has been guilty of a persistent or material breach of its obligations under this Agreement which is either not capable of remedy or which has not been remedied within 30 days after the other parties have issued the Leaving Party with written notice identifying such breach and requiring its remedy (referring specifically to this provision); or

12.11.3 goes into liquidation or winding up, is struck off by Companies House or the Financial Conduct Authority (as the case may be) or has an administrator, administrative receiver, receiver or manager appointed in respect of all or any of its assets and undertakings or is unable to pay its debts as these fall due (within the meaning of Section 123 of the insolvency Act 1986); or

12.11.4 is found to have conducted itself in such a way as to bring the Company or the other parties into disrepute.

12.12 Expulsion of the Leaving Party in accordance with clauses 12.11.2 to 12.2.4 will be effected by serving written notice on the Leaving Party signed by all the other Parties.

12.13 In the case of expulsion on the grounds set out in clauses 12.11.1 to 12.11.4 where there are bona fide grounds for a dispute concerning interpretation of the conduct, obligations or duties of the party in default, no notice may be served until the Dispute Procedure has been exhausted or otherwise waived by the parties concerned.

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12.14 The termination of this Agreement however caused, shall be without prejudice to any obligations or rights of the Leaving Party which shall have accrued prior to such termination of this Agreement which is expressly or by implication provided to come into effect on, or to continue in effect after, such termination.

Waiver

12.15 No failure to exercise, and no delay in exercising on the part of either Party, any right, power or privilege under this Agreement shall operate as a waiver of it nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

Severability

12.16 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

Exercise of Powers

12.17 Where any person is required under this Agreement to exercise his powers in relation to the Company and/or any company in the Group to procure a particular matter or thing such obligation shall be deemed to include an obligation to exercise his powers both as a Member and as a Director (where applicable) of the Company and/or any company in the Group and to procure that any Member or Director nominated, appointed or approved by him (whether alone or jointly with any other person) shall procure such matter or thing.

Costs

12.18 Each of the Parties shall pay their own costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

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Third Party Rights

12.19 The terms of this Agreement are not enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a Party.

SCHEDULE 1

Director's Undertaking

To: Chilmington Green Community Management Organisation (the Company), Ashford Borough Council (the Council), Hodson Developments (Ashford) Limited, Hodson Developments (CG One) Limited, Hodson Developments (CG Two) Limited, BDW Trading Limited, Pentland Kent Limited, Chilmington Green Developments Limited, Chelmsden Limited and Malcolm Jarvis Homes Limited, (collectively known as "the Developers")

From: [name of director]

Dated:

I HEREBY CONFIRM that I have been supplied with a copy of an agreement ("the Agreement") made between (1) the Company, (2) the Council, and (3) the Developers dated the ■ day of ■ 2015 and **UNDERTAKE** to each of the persons to whom this Undertaking is addressed above that I will so far as may be permitted by law and so long as I remain a Director of the Company comply with the terms and conditions of the Agreement insofar as the same relate to me and act in all respects as contemplated by the Agreement and will (so far as aforesaid) do all within my power as a Director to ensure that the Company complies with its obligations under the Agreement.

EXECUTED as a deed the day and year first before written

SIGNED by the said)	[name of Director]
as a Deed in the presence of:-)	[witness]

SCHEDULE 2

Resolution of Disputes

1. In the event of any dispute, disagreement or claim arising between the Parties then the Parties shall follow the steps below ("the Procedure") in an attempt to resolve it. The Parties agree to act in good faith throughout.
2. The Procedure shall not impose any precondition on any Party or otherwise prevent or delay any Party from commencing proceedings in any court of competent jurisdiction to obtain either:
 - 2.1 an order (whether interlocutory, interim or final) restraining the other Party from doing any act or compelling any other party to do any act; or
 - 2.2 summary judgment pursuant to CPR Part 24 for a liquidated sum.
3. If any Party to this Agreement ("the Complainant") wishes to raise a dispute concerning any other Party to this Agreement, then the Complainant will notify the relevant Party in writing, setting out the grounds for the complaint.
4. Following the receipt of a notice of dispute under clause 3 of this Schedule, the Parties in question will use their reasonable endeavours to resolve the dispute within 28 days.
5. If the dispute or complaint cannot be resolved, then the matter will be referred to a designated representative of each Party, who will use their respective reasonable endeavours to meet within 14 days of the matter being referred to them in accordance with this clause.
6. Any dispute not resolved through negotiation under clauses 4 or 5 of this Schedule shall at the request of either Party within 10 Working Days of the meeting in clause 5, be referred to mediation.
7. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party shall within 14 (fourteen) days from the date of the proposal to appoint a mediator or within 14 (fourteen) days of notice to either Party that he or she is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a mediator.
8. The Parties will attempt to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure ("the Model Procedure") The cost of such mediation shall be split equally between the Parties or as otherwise determined by the Parties during the mediation process.
9. The mediation will be conducted on a without prejudice basis and in strict confidence.

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10. If a dispute is settled through mediation, the terms of the settlement will be recorded in writing in a legally binding form signed by a duly authorised representative of each of the Parties. If a settlement is reached while proceedings are pending, the Parties acknowledge that an appropriate application must be made to the courts to render the terms of the settlement as a consent order or award.
11. If, within 28 calendar days of the mediator being appointed, the mediation has not resulted in the settlement of the dispute being reached, then the mediation procedure shall, unless otherwise agreed, be terminated. In that event, any proceedings, which have been stayed, will resume.
12. If either Party withdraws from the mediation at any time, the mediation procedure will be terminated and either will be free to refer the dispute to arbitration under clause 13 of this Schedule, unless proceedings have already been commenced but stayed pending the outcome of the mediation, in which case those proceedings will resume.
13. In the event that the dispute or complaint is not capable of being resolved through the Dispute Procedure then it shall be subject to arbitration.

SCHEDULE 3

Essential Activities

The following are the essential activities to be carried out by the Company using the Estate Rentcharge:

Where this schedule refers to the "Section 106 Agreement" this means the agreement dated [] pursuant to section 106 of the Town and Country Planning Act 1990 between 1) [] and 2) [] but not that agreement as is or may be varied from time to time

The maintenance renewal and replacement of the following:-

- Soft landscaping (as part of open spaces owned by the Company only)
- Bins for dog waste and litter including emptying bins (everywhere within the Area of Benefit)
- Footpaths (within open spaces owned by the Company only and to the extent they are not adopted by the highways authority)
- Cycleways (within open spaces owned by the Company only to the extent that they are not adopted by the highways authority)
- Railings and fencing (on Company owned property only)
- Public Art required pursuant to the terms of the Section 106 agreement and the Planning Permission only
- Site Interpretation and information boards
- Trees and tree grills (located on all land owned by the Company only)
- Safety and welcome signage (located on open space owned by the Company only)
- The fabric of all buildings transferred to the Company via the Section 106 agreement
- Seating (on Company owned property only)
- Vehicular Parking Spaces (on Company owned property only)
- Litter picking (on Company owned property only)
- Street lighting (on Company owned property only and to the extent it is not adopted by the highways authority)
- Informal natural green space transferred to the Company pursuant to the terms of the Section 106 agreement
- Discovery Park Outdoor Sports Pitches transferred to the Company pursuant to the terms of the Section 106 agreement

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-Children and Young People's Play Spaces transferred to the Company pursuant to the terms of the Section 106 agreement and strategic parks transferred to the CMO pursuant to the terms of the Section 106 agreement.

-Allotments (excluding individual allotments plots which are held under licence by individual allotment holders) transferred to the Company pursuant to the terms of the Section 106 agreement

-Land comprising ecological mitigation that is transferred to the Company pursuant to the terms of the Section 106 Agreement

-Land comprising woodland that is transferred to the Company pursuant to the terms of the Section 106 Agreement

-Land comprising the advance planting belts that is transferred to the Company pursuant to the terms of the Section 106 Agreement

-Sports Facilities at the Hamlet to be transferred to the Company pursuant to the terms of the Section 106 Agreement

Reasonable apportionment of staff and other management overheads and costs associated with all of the above essential activities

Purchase lease replacement and maintenance of equipment and any management buildings as overheads associated with carrying out the above essential activities

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IN WITNESS whereof the Parties have executed this document as the deed of such parties the day and year first before written

EXECUTED AS A DEED by)
[Name] for and on behalf of)
Chilmington Green Community)
Management Organisation)
and signed by:-)

Director

Director/Secretary

EXECUTED AS A DEED by)
Ashford)
Borough Council)
by the affixing of its Common Seal)
in the presence of:)

Mayor

Solicitor

EXECUTED AS A DEED by)
The Kent County Council)
by the affixing of its Common Seal)
in the presence of:)

Authorised Signatory

EXECUTED AS A DEED by)
[Name] for and on behalf of Hodson)
Developments (Ashford) Limited)
and signed by:-)

Director

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Director/Secretary

EXECUTED AS A DEED by [Name])
for and on behalf of Hodson)
Developments (CG One) Limited)
and signed by:-)

Director

Director/Secretary

EXECUTED AS A DEED by)
[Name] for and on behalf of Hodson)
Developments (CG Two) Limited])
and signed by:-)

Director

Director/Secretary

EXECUTED AS A DEED by)
[Name] for and on behalf of BDW)
Trading Limited)
and signed by:-)

Director

Director/Secretary

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EXECUTED AS A DEED by)
[Name] for and on behalf of)
Pentland Kent Limited)
and signed by:-)

Director

Director/Secretary

EXECUTED AS A DEED by)
[Name] for and on behalf of)
Pentland Homes Limited)
and signed by:-)

Director

Director/Secretary

EXECUTED AS A DEED by)
[Name] for and on behalf of)
Malcom Jarvis Homes Limited)
and signed by:-)

Director

Director/Secretary

EXECUTED AS A DEED by)
[Name] for and on behalf of Chilmington Green)
Developments Limited)
and signed by:-)

Director

Director/Secretary

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EXECUTED AS A DEED by
[Name] for and on behalf of
Chelmden Limited
and signed by:-

)
)
)
)

Director

Director/Secretary

SCHEDULE 39

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

CHILMINGTON GREEN COMMUNITY MANAGEMENT ORGANISATION

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

"the Acts"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
"Area of Benefit"	means Chilmington Green in Ashford, Kent as delineated on the plan attached
"the Articles"	means these Articles of Association of the Company
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday, bank holiday or public holiday
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 19 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Charity Commission"	means the Charity Commission for England and Wales
"Clear Days"	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies
"the Company"	means the company intended to be regulated by the Articles

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"Company Member"	means a member for the time being of the Company who is admitted under Article 6
"the Council"	means Ashford Borough Council of Civic Centre, Tannery lane, Ashford, Kent, TN23 1PL
"the Councils"	means the Council and Kent County Council
"the Developers"	means Hodson Developments (Ashford) Limited, Hodson (CG One) Limited, Hodson (CG Two) Limited, Chilmington Green Developments Limited, Chelmden Limited, BDW Trading Limited, Malcolm Jarvis Homes Limited, Pentland Homes Limited and Pentland Kent Limited and other organisations that have or acquire a legal interest in land in the Area of Benefit and are involved in the development of the site and are identified as such by a Developer by notice in writing served on the company by that Developer
"Director"	means any director of the Company who is appointed under Article 19
"Dwelling"	the residential units to be constructed as part of the Development pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"General Meeting"	means a meeting of Company Members
"Housing Associations"	means those registered providers of social housing owning properties in the Area of Benefit
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Kent County Council"	means Kent County Council of County Hall, Maidstone Kent, ME14 1XQ
"the Memorandum"	means the Memorandum of Association of the Company
"the Objects"	means the objects of the Company set out in Article
"Observers"	means those persons (other than Directors) present under Article 29 at a Board Meeting
"Occupation"	means the beneficial occupation (excluding squatters and trespassers) of any building comprising part of the Development for its designated planning use but for the avoidance of doubt shall not include occupation or occupants who occupy for the purposes of construction, fitting out, decoration, commissioning, advertising, marketing, security, display, management of the Site or parking relating to those purposes and "Occupy" "Occupiers" "Occupancy" and "Occupied" shall be construed

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	accordingly
"Parish Councils"	means Great Chart with Singleton Parish Council, Kingsnorth Parish Council, and Shadoxhurst Parish Council
"Planning Act"	the Town and Country Planning Act 1990
"Planning Permission"	means the outline planning permission granted by the Council pursuant to the application for outline planning permission submitted to the Council and registered under the Council's reference 12/00400/AS
"Registered Office"	means the registered office of the Company
"Resident"	means a person who occupies a property within the Area of Benefit
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Senior Officers"	means the Chief Executive and such other senior members of staff as the Board may designate as
such	
"Tenants"	means individuals occupying a property in the Area of Benefit under an assured or assured shorthold tenancy
"United Kingdom"	means Great Britain and Northern Ireland
"Vice-Chair"	means a person elected as a Vice-Chair of the Company under Article 19
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers, including community groups or fora.

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
- 1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
- 1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to articles are to those within the Articles; and
- 1.2.6 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

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- 1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company.

2 NAME

The name of the Company is Chilmington Green Community Management Organisation.

3 OBJECTS

The Company's Objects are specifically restricted to the following:-

- 3.1 to provide maintain and equip parks gardens landscaped areas woodlands open spaces playing fields playgrounds recreational amenity spaces and other elements of the public realm within the Area of Benefit for the benefit of the inhabitants thereof;
- 3.2 to advance public education in the Area of Benefit for the benefit of the inhabitants thereof with particular regard to horticulture arboriculture wild plants and wildlife;
- 3.3 to provide or assist in the provision of facilities for recreation or other leisure time occupation in the interests of social welfare and with the object of improving the conditions of life for the inhabitants of the Area of Benefit;
- 3.4 to promote the conservation, protection management maintenance and improvement of the physical and natural environment in the Area of Benefit for the benefit of the inhabitants thereof;
- 3.5 to promote, protect, preserve and advance all or any aspects of the health of the inhabitants of the Area of Benefit; and
- 3.6 to establish, manage or assist with the establishing and management of health facilities, community centres, arts centre, workshops, groups for educational play, deprived youth and old people in need and centres residential or otherwise for activities in the Area of Benefit all being for the benefit of the inhabitants thereof.

4 POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

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4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);

4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011,

Borrowing

4.7 to borrow and give security for loans;

Grants and Loans

4.8 to make and receive grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);

Fund Raising

4.9 to raise funds, to invite and receive contributions;

Trading

4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;

4.12 to promote or carry out research and publish the results of it;

Contracts

4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

4.15 to:-

4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Company to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000;

Insurance

4.16 to insure the assets of the Company to such amount and on such terms as the Board

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decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

4.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

4.18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;

4.19 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, the Charities Act 2011;

Other Organisations

4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, registered societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;

4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;

4.22 to amalgamate with any charity which has objects similar to the Objects;

4.23 to undertake and execute any charitable trusts;

4.24 to affiliate, register, subscribe to or join any organisation;

4.25 to act as agent or trustee for any organisation;

Reserves

4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

4.27 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

General

4.28 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

5.1 General

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 5):

5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and

5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

5.2 Benefits to Members

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Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Company Members:-

Interest and Rent

- 5.2.1 reasonable and proper interest on money lent by any Company Member to the Company;
- 5.2.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company;

Supply of Goods or Services

- 5.2.3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;

Out of Pocket Expenses

- 5.2.4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers; and

Benefits to Company Members

- 5.2.5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects.

5.3 Benefits to Directors

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Directors:-

Out of pocket expenses

- 5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;
- 5.3.2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

- 5.3.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- 5.3.4 the benefit of indemnity insurance under Article 4.19;

Fees to companies in which Directors have negligible interests

- 5.3.5 a payment to a company in which a Director has no more than a 1% shareholding;

Interest and Rent

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- 5.3.6 reasonable and proper interest on money lent by any Director to the Company;
- 5.3.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Company or a reasonable hiring fee for premises hired by any Director to the Company;

Beneficiaries

- 5.3.8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries;

Employment/Supply of Goods and Services

- 5.3.9 payments to a Director who is employed by the Company or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Director) provided that:-
 - 5.3.9.1 the remuneration or other sums paid to the Director concerned do not exceed an amount that is reasonable in all the circumstances;
 - 5.3.9.2 the Director is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him and/or any other matter relating to payment or the conferring any benefit to him;
 - 5.3.9.3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting;
 - 5.3.9.4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing or contracting with a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);
 - 5.3.9.5 the reason for the Directors' decision is recorded in the minutes of the Board meeting; and
 - 5.3.9.6 at no time shall a majority of the Directors receive payment pursuant to this Article 5.3.9.

The employment or remuneration of a Director pursuant to this Article includes the engagement or remuneration of any firm or company in which the Director is a partner, an employee, a consultant, a director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital;

Exceptional Circumstances

- 5.3.10 other payments or benefits (approved in writing in advance by the

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Charity Commission) in exceptional cases.

5.4 The provisions in this Article 5 on the making of payments and the granting of benefits by the Company to Directors shall also extend to payments made to Directors by any other company in which the Company

5.4.1 holds more than 50% of the shares; or

5.4.2 controls more than 50% of the voting rights attached to the shares; or

5.4.3 has the right to appoint one or more directors to its board.

5.5 For the purposes of Article 5.3 a payment to or a benefit granted to a dependant relative or the spouse of the Director or any person living with the Director as his partner shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted.

5.6 Amendments

This Article may not be amended without the prior written consent of the Charity Commission.

PART B. COMPANY MEMBERSHIP

6 COMPANY MEMBERS

6.1 The Company Members are:-

- 6.1.1 the subscribers to the Memorandum; and
- 6.1.2 others admitted to membership of the Company by the Board under the Articles.

7 ADMISSION OF COMPANY MEMBERS

7.1 A person may not be admitted by the Board as a Company Member:-

- 7.1.1 unless he has signed a written application to become a Company Member in such form as the Board requires;
- 7.1.2 for such period as the Board may deem appropriate if he has ceased to be a Company Member by reason of his having been removed as a Director under Article 21;
- 7.1.3 if he is in arrears of payments due to the Company by 45 days or more in respect of any estate rentcharge, service charge and/or any other charges or sums owed to the Company unless the Board resolves that there is good reason for the delay in making such payment;
- 7.1.4 unless he is either a Resident or appointed as a Director under Article 19;
- 7.1.5 if he is a Resident and there is already a Company Member that is a member of the same household;
- 7.1.6 unless he is aged 18 or over; or
- 7.1.7 if he would immediately cease to be a Company Member or Director under the Articles.

7.2 Subject to Article 7.1, if a person is a Resident and has signed a written application pursuant to Article 7.1.1 then the Board shall admit him as a Company Member.

7.3 Company membership is personal and not transferable.

8 TERMINATION OF COMPANY MEMBERSHIP

A person will cease to be a Company Member:-

- 8.1 on delivering written notice of resignation to the Registered Office;
- 8.2 if he dies, or being an organisation passes a resolution for winding up or otherwise ceases to exist;
- 8.3 if, having been a Resident on becoming a Company Member, he ceases to be a Resident;
- 8.4 if, not having been a Resident on becoming a Company Member, he ceases to be a Director;

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- 8.5 if he is or becomes in arrears of payments due to the Company by 45 days or more in respect of estate rentcharge, service charge and/or any other charges or sums owed to the Company provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed; or
- 8.6 if the Board resolves to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed.

9 LIABILITY OF COMPANY MEMBERS

- 9.1 The liability of the Company Members is limited.
- 9.2 Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards:
 - 9.2.1 winding up the Company;
 - 9.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Company Member; and
 - 9.2.3 the adjustment of the rights of the contributories among themselves.

PART C. GENERAL MEETINGS

10 GENERAL MEETINGS

10.1 The Company shall hold an Annual General Meeting each calendar year, to be held at such time and place as the Board decides subject to Article 11. The business of the Annual General Meeting shall be:

- 10.1.1 to (re-)appoint Directors (if necessary);
- 10.1.2 to receive the annual Directors' report;
- 10.1.3 to consider the accounts and the auditors' report;
- 10.1.4 to appoint the auditors (if necessary); and
- 10.1.5 to transact any other business specified in the notice convening the meeting.

10.2 Any other meeting of the Members other than the Annual General Meeting shall be called a General Meeting. The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 11.

10.3 10.2 On receiving a requisition from the percentage of Company Members required under the Act the Board must promptly convene a General Meeting.

11 NOTICE OF GENERAL MEETINGS

11.1 Every General Meeting must be called by at least 14 Clear Days' notice.

11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting.

11.3 The notice must specify:

- 11.3.1 the time, date and place of the General Meeting;
- 11.3.2 if it is the Annual General Meeting, that it is such;
- 11.3.3 the general nature of the business to be transacted; and
- 11.3.4 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.

11.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

11.5 Notice of a General Meeting must be given to all of the Company Members, the Directors, and to the Company's auditors (if any).

11.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

12 QUORUM

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- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 Subject to Article 12.3, the quorum for General Meetings is 5% or 75 of the Company Members for the time being present in person or by proxy whichever is the lower, provided always that a General Meeting shall only be quorate if:
- 12.2.1 at least one Company Member who is a Director appointed by the Councils is present; and
 - 12.2.2 at least two other Company Members who are also appointed as Directors under Article 19.2 are also present.
- 12.3 At a General Meeting which has been called to consider any special resolution, the meeting shall only be quorate if the Company Members appointed by the Councils and at least two Company Members who are appointees of the Developers are present.
- 12.4 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.5 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 12.6 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.
- 12.7 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

13 CHAIR AT GENERAL MEETINGS

- 13.1 The Chair is to chair General Meetings.
- 13.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting.
- 13.3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

14 ADJOURNMENT OF GENERAL MEETINGS

- 14.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.

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14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.

14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

15 VOTING AT GENERAL MEETINGS

15.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.

15.2 Subject to Article 15.3, each Company Member present in person or by proxy has one vote both on a show of hands and a ballot.

15.3 On a ballot, the Company Members voting who are Residents shall have a maximum of 50% of the votes divided equally between them.

15.4 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote.

15.5 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.

15.6 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

16 BALLOTS

16.1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.

16.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.

16.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.

16.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.

16.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.

16.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

17 PROXIES

17.1 A Company Member may validly appoint a proxy by notice in writing which

17.1.1 states the name and address of the member appointing the proxy;

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- 17.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
 - 17.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 17.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 17.5 No document appointing a proxy will be valid for more than 12 months.
- 17.6 A vote given or ballot demanded by proxy is to be valid despite:-
- 17.6.1 the revocation of the proxy; or
 - 17.6.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 17.7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

18 COMPANY MEMBERS' WRITTEN RESOLUTIONS

- 18.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
- 18.1.1 a copy of the proposed resolution has been sent to every eligible Company Member;
 - 18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Company Members have signified their agreement to the resolution; and
 - 18.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 18.2 A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Company Members.

PART D. DIRECTORS

19 APPOINTMENT OF DIRECTORS

19.1 The first Directors shall be those named in the registration documents as sent to Companies House.

19.2 Subject to Article 19.3:

- 19.2.1 the Councils shall each have the right to appoint one person as a Director in accordance with Article 19.5;
- 19.2.2 subject to Article 19.7.3, the Developers shall have the right to appoint up to five Directors in accordance with Article 19.5;
- 19.2.3 the Housing Associations shall have the right collectively to appoint one person to as a Director in accordance with Article 19.5;
- 19.2.4 the Board shall use reasonable endeavours to ensure to invite Residents to be appointed as Directors in accordance with Article 19.7; and
- 19.2.5 the Board shall use reasonable endeavours to appoint one person with experience in the voluntary sector to serve as a Director.

19.3 No person may be appointed as a Director:

- 19.3.1 unless he/she is over 18;
- 19.3.2 if he/she would immediately cease to be a Director under Article 21

19.4 The appointment of a Director is not to take effect until he has confirmed his consent to act as required by Companies House. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay.

19.5 Subject to Articles 19.3 and 19.4 the appointment or removal of a Director under the Articles is to take effect when the appointing body gives written notice of the appointment or removal to:

- 19.5.1 the Registered Office;
- 19.5.2 a Board Meeting; or
- 19.5.3 the Secretary in person.

19.6 Each Director appointed under Article 19.2 is to hold office until the start of the first Board Meeting after a term as near as possible to three years from his appointment, but is eligible for reappointment. In respect of Directors appointed in accordance with Articles 19.2.1 to 19.2.3, such reappointment to take place automatically if not opposed in writing by the relevant organisation in respect of their respective appointees.

19.7 The Board shall use its reasonable endeavours to ensure that Residents are appointed as follows:

- 19.7.1 an initial Resident shall be appointed as a Director by the Board, following such process of selection as the Board may determine, at any time prior to completion of the first development phase and will be subject to re-appointment at the next Annual General Meeting;

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19.7.2 further Residents shall be appointed as Directors, following such process of selection as the Board may determine, at each Annual General Meeting as follows:

19.7.2.1 a maximum of 1 Resident prior to the end of the first development phase;

19.7.2.2 a maximum of 2 Residents prior to the end of the second development phase;

19.7.2.3 a maximum of 3 Residents prior to the end of the third development phase;

19.7.2.4 a maximum of 4 Residents prior to the end of the fourth development phase;

19.7.2.5 up to 5 Residents once the development phases are all complete.

19.7.3 Subject to Article 19.7.1, Residents appointed as Directors shall, subject to Article 21, hold office for a term as near as possible to three years so that each of the Directors shall stand down at the start of the third Annual General Meeting following their appointment. Residents appointed as Directors who are retiring at an Annual General Meeting may be re-appointed by the Annual General Meeting at which they are due to retire following such selection process as the Board may determine.

19.8 Subject to Article 7, each Director shall be a Company Member.

19.9 No Director may be appointed except as set out in the Articles.

20 OBLIGATIONS OF DIRECTORS

20.1 The Board shall set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.

20.2 The statement of obligations may include:-

20.2.1 a commitment to its values and objectives including equal opportunities;

20.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

20.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

20.2.4 an obligation to declare relevant interests;

20.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

20.2.6 an obligation to comply with statutory and fiduciary duties, including:-

20.2.6.1 to act in the best interests of the Company;

20.2.6.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts

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with the duties owed to the Company;

- 20.2.6.3 to secure the proper and effective use of the Company's property;
- 20.2.6.4 to act personally;
- 20.2.6.5 to act within the scope of any authority given;
- 20.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds; and
- 20.2.6.7 to act in accordance with the Articles; and

20.2.7 a reference to obligations under the general law.

20.3 If required to do so by the Board, a Director must sign and deliver to the Board a statement confirming he/she will meet his obligations to the Board and to the Company.

21 RETIREMENT AND REMOVAL OF DIRECTORS

21.1 A Director will cease to hold office if he:-

- 21.1.1 comes to the end of his term of office and is not re-appointed;
- 21.1.2 is removed by the body which appointed him in accordance with Article 19.5;
- 21.1.3 dies;
- 21.1.4 being a Resident appointed as a Director in accordance with Article 19.7, ceases to be a Resident and/or a Company Member;
- 21.1.5 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 2011;
- 21.1.6 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;
- 21.1.7 is declared bankrupt or makes any arrangement or composition with his creditors;
- 21.1.8 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting at a properly convened Board Meeting that he should be removed, provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director;
- 21.1.9 if he is or becomes in arrears of payments due to the Company by 45 days or more in respect of estate rentcharge, service charge and/or any other charges or sums owed to the Company provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed;
- 21.1.10 resigns by written notice to the Company at the Registered Office;

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- 21.1.11 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting at a properly convened Board Meeting) that he should cease to be a Director; and/or
- 21.1.12 fails to sign a statement of his obligations under Article 20 within one month of being requested to do so and the Board resolves that he be removed.

22 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT

22.1 Declaration of interests

- 22.1.1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors.
- 22.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.
- 22.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 22.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.
- 22.1.5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware.
- 22.1.6 A Director need not declare an interest:-
 - 22.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or
 - 22.1.6.2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware);
 - 22.1.6.3 where he or she is appointed by the Developers, the Councils or the Housing Associations, in any transaction or arrangement with the appointing body in which the Director does not have an interest otherwise than as a director or as an employee of the relevant body provided the transaction or arrangement does not confer a personal benefit on the Director, and in such circumstances the Director concerned will be deemed not to have an interest for the purposes of the Act and these Articles.

22.2 Authorisation of direct conflicts of interests

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5.

22.3 Authorisation of indirect conflicts of interest

- 22.3.1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not

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authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that:-

- 22.3.1 1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and
- 22.3.1.2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.
- 22.3.2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

22.4 Complaints about conduct

- 22.4.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Director that in his/her reasonable opinion is detrimental to the interests of the Company, and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article, s/he may suspend the Director concerned.
- 22.4.2 Conduct detrimental to the interests of the Company includes:
 - 22.4.2.1 any breach of a Director's obligations as set out in the statement of obligations of Directors signed by him/her under Article 20 or otherwise; and/or
 - 22.4.2.2 conviction of any offence which has or is likely to bring the Company into disrepute.
- 22.4.3 Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair then the Vice Chair may exercise the power to suspend the Chair or a Director under Article 22.4.1 in the same circumstances as the Chair
- 22.4.4 The Director whose conduct is complained of must immediately be notified in writing either by the Secretary (if any) or by the Chair or the Vice Chair of the complaint and of any suspension which if exercised under Article 22.4.1 or Article 22.4.3 will be effective from the date of the notice. During the period of any suspension the Director must not:
 - 22.4.4.1 participate in a Board Meeting or any other Company meeting;
 - 22.4.4.2 authorise or incur expenditure on behalf of the Company;
 - 22.4.4.3 make use of any property belonging to or in use by the Company in his/her capacity as a Director;
 - 22.4.4.4 hold him/herself out as a Director of the Company; or
 - 22.4.4.5 seek to commit the Company to any obligation.
- 22.4.5 On receipt of a complaint under Article 22.4.1 the Chair or the Vice Chair must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent

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person or persons, or such other body as the Chair or Vice Chair acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

PART E. BOARD MEETINGS

23 FUNCTIONS OF THE BOARD

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

- 23.1 defining and ensuring compliance with the values and objectives of the Company;
- 23.2 establishing policies and plans to achieve those objectives;
- 23.3 approving each year's budget and accounts before publication;
- 23.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control;
- 23.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
- 23.6 appointing (and if necessary removing) Senior Officers;
- 23.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.8 ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.7 and in particular on matters of legal compliance and financial viability.

24 POWERS OF THE BOARD

- 24.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 24.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

25 BOARD MEETINGS

- 25.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 25.2 Board Meetings may be called by any Director or the Secretary (if appointed).
- 25.3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.
- 25.4 A Board Meeting which is called on shorter notice than required under Article 25.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 25.5 Subject to Article 25.6, matters arising at a Board Meeting are to be decided by a simple majority of votes and each Director is to have one vote.
- 25.6 Prior to the sale and Occupation of the last Dwelling to be Occupied that is permitted to be constructed within the Area of Benefit pursuant to the Planning Permission and all other planning permissions granted by the Council (including planning permissions granted by the Council pursuant to Section 73 73A and 96A of the Planning Act varying the conditions to such planning permission) and by the Secretary of State on

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appeal for development within the Area of Benefit that include the provision of a Dwelling/s, however many Directors appointed by the Developers are present at a Board Meeting, they shall have 50% of the available votes divided equally between them.

25.7 If there is an equality of votes the Chair is not entitled to a second or casting vote.

25.8 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26 QUORUM FOR BOARD MEETINGS

26.1 Subject to Article 26.3 the quorum for Board Meetings is a minimum of four of the Directors for the time being provided that at least two Directors appointed by the Developers are present.

26.2 A Director may be part of the quorum at a Board Meeting if s/he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

26.3 The Board may act despite vacancies in its number but if the number of Directors is less than four then the Board may act only to admit Directors under Article 19.

26.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:-

26.4.1 adjourn it to such other time and place as they decide; or

26.4.2 call a General Meeting; or

26.4.3 seek the appointment of Directors by the Participating Prisons under Article 19.

26.5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

27 CHAIR AND VICE-CHAIR

27.1 The Company must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair are to be appointed by the Board.

27.2 The Chair and Vice-Chair, if any, are to hold office until the start of the first Board Meeting after a term as near as possible to one year from their appointment but are eligible for reappointment.

27.3 The Chair and the Vice-Chair, if any, may be removed only at a meeting of the Board called for the specific purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.

27.4 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.

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27.5 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless he is unwilling or unable to do so.

27.6 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.

27.7 The functions of the Chair are:-

27.7.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;

27.7.2 to ensure that Board Meetings and General Meetings are conducted efficiently;

27.7.3 to give all Directors an opportunity to express their views;

27.7.4 to establish a constructive working relationship with and to provide support for the employees;

27.7.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;

27.7.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings,

27.7.7 to ensure that the Board monitors the use of delegated powers; and

27.7.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.

27.8 The role of the Vice-Chair, if any, is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.

28 COMMITTEES AND WORKING PARTIES

28.1 The Board may establish Committees consisting of those persons whom the Board decide and:

28.1.1 delegate to a Committee any of its powers; and

28.1.2 revoke a delegation at any time.

28.2 The Board may establish Working Parties, community groups and fora consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

28.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party

28.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed

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expires or until he resigns or is removed by the Board from the Committee or Working Party.

28.5 The Board must determine the quorum for each Committee and Working Party it establishes.

28.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

28.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

29 OBSERVERS

29.1 Subject to Articles 29.4 and 29.5, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.

29.2 Observers may not vote but may take part in discussions with the prior consent of the Chair

29.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.

29.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

29.5 The Board must allow the following to attend all meetings of the Board:

- 29.5.1 one individual selected by the Parish Councils; and
- 29.5.2 one individual selected by the Tenants.

29.6 The Board may allow a further independent advisor to attend meetings at its discretion.

30 DIRECTORS' WRITTEN RESOLUTIONS

30.1 A written resolution approved by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.

30.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.

30.3 A resolution under Articles 30.1 or 30.2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

PART F. OFFICERS

31 THE SECRETARY

- 31.1 The Board may decide whether or not a Secretary is appointed.
- 31.2 Where appointed, a Secretary may be removed by the Board at any time.
- 31.3 If a Director is appointed as Secretary he may not receive any remuneration for acting in that capacity.

32 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 32.1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 32.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 32.3, the Company may indemnify any Director against any liability incurred by him in his capacity as such.
- 32.3 The indemnity provided to a Director in accordance with Article 32.2 may not include any indemnity against liability:-
 - 32.3.1 to the Company or a company associated with it;
 - 32.3.2 for fines or penalties; or
 - 32.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.
- 32.4 The indemnity provided to a Director in accordance with Article 32.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 32.5 In respect to its auditor the Company may:-
 - 32.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and
 - 32.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

33 MINUTES

33.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.

33.2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).

33.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.

33.4 The Board must keep minutes of all of the appointments made by the Board.

34 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

34.1 The Company must comply with the Act and the Directors must comply with their obligations as charity trustees under the Charities Act 2011 in:-

34.1.1 preparing and filing an annual Directors' report and annual accounts and sending them to the Charity Commission; and

34.1.2 making an annual return to the Registrar of Companies and the Charity Commission.

34.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).

34.3 The annual Directors' report and accounts must contain:-

34.3.1 revenue accounts and balance sheet for the last accounting period;

34.3.2 the auditor's report on those accounts (if applicable); and

34.3.3 the Board's report on the affairs of the Company.

34.4 The accounting records of the Company must always be open to inspection by a Director.

35 BANK AND BUILDING SOCIETY ACCOUNTS

35.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.

35.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

36 EXECUTION OF DOCUMENTS

36.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

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- 36.1.1 two Directors; or
- 36.1.2 one Director and the Secretary (where appointed); or
- 36.1.3 one Director in the presence of a witness who attests the Director's signature.

37 NOTICES

37.1 Notices under the Articles must be in writing (which shall include facsimile transmission or email) except notices calling Board Meetings.

37.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

37.3 The Company may give a notice to a Company Member, Director or auditor either

- 37.3.1 personally;
- 37.3.2 by sending it by post in a prepaid envelope;
- 37.3.3 by facsimile transmission;
- 37.3.4 by leaving it at his address; or
- 37.3.5 by email.

37.4 Notices under Article 37.3.2 to 37.3.5 may be sent:-

- 37.4.1 to an address in the United Kingdom which that person has given the Company;
- 37.4.2 to the last known home or business address of the person to be served; or
- 37.4.3 to that person's address in the Company's register of members.

37.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

37.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

37.7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

37.8 A notice may be served on the Company by delivering it or sending it to the Registered Office.

37.9 The Board may make standing orders to define other acceptable methods of delivering notices.

38 STANDING ORDERS

38.1 Subject to Article 38.4;

- 38.1.1 the Board may from time to time make, alter, add to or repeal standing

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orders for the proper conduct and management of the Company; and

38.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.

38.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.

38.3 Standing orders are binding on all Company Members and Directors.

38.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

39 WINDING UP

39.1 The Company Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred directly for the Objects.

39.2 Subject to any such resolution of the Company Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred directly for the Objects, and the Directors shall use their reasonable endeavours to ensure that the work for which the Company was created continues.

39.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Company Members (except to a Company Member that is itself a charity) and if no resolution is passed by the Company Members or the Directors the net assets of the Company shall be applied for charitable purposes as directed by the court or the Charity Commission.

Schedule 40

SCHEDULE 40
Content/Format of CMO Operating Business Plan

1. Introduction
 - 1.1. Background and Context
 - 1.2. Community Management Organisations
 - 1.3. Chilmington Development and Surrounds
 - 1.4. Purpose and Parameters of this Business Plan
 - 1.5. Strategic Issues Arising for Business Plan
 - 1.6. A Description of the CMO Functions
2. Chilmington Community Management Organisation
 - 2.1. Vision
 - 2.2. Aims
 - 2.3. Objectives
 - 2.4. Governance Framework
3. Programme and Activities of Community Management Organisation
 - 3.1. Landscape Management
 - 3.2. Facilities Management
 - 3.3. Community Engagement, consultation and Involvement
 - 3.4. Community Events and Other Fund Raising Activities for the new community
 - 3.5. Commercial Estate
4. Partnerships and People for Programme Delivery
 - 4.1. Staff
 - 4.2. Service Partners
 - 4.3. Volunteers
 - 4.4. Staff Training and Development
5. Finance
 - 5.1. Financial Structure and Model
 - 5.2. Income and Expenditure Budgets
 - 5.3. Financial Management and Reporting
 - 5.4. Role and purpose of estate rentcharge in CMO's finances
 - 5.5. Duty to keep separate accounts in relation to collection expenditure and investment of money from service charges (if any) and estate rentcharges and income from other sources.
 - 5.6. Scope of services and items of expenditure funded by proceeds of estate rentcharge.
 - 5.7. Proposed Interim Charge for each type and size of Dwelling (including Dwellings in Blocks) and the method of calculating such Interim Charge
 - 5.8. A proposed "Sum A" for each size and type of Dwelling (including Dwellings in Blocks) and the method of calculating Sum A
 - 5.9. Predicted costs and incomes from Commercial Estate
6. Operational Management and Resources
 - 6.1. Office
 - 6.2. Equipment and Related Infrastructure
 - 6.3. Suppliers and Sub-Contractors

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7. Marketing and Communication

7.1. Promotion and Publicity

7.2. Community Engagement & consultation

8. Risk Analysis

8.1. Risks and Their Management

9. Action Plan

9.1. Timetabled Action Plan

9.2. Short Term Priorities

Appendices

- A. Trust Board Director Role and Person specification
- B. Job Descriptions
- C. Terms of Reference of Sub-Committees
- D. Trust Objects from Articles of Association
- E. Income and Expenditure Budgets
- F. Cash Flow Forecast

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SCHEDULE 41
Draft Planning Permission

Schedule 41

Schedule 42

SCHEDULE 42

Not used.

SCHEDULE 43
Non Fixed Assumption Viability Review Inputs

Column 1	Column 2
"A28 Improvement Works Additional Costs/Savings (As Appropriate)"	<p>Any predicted additional costs to be incurred (if any) and/or predicted savings (if any) to be made by the developer/s of the Current Viability Review Phase in paying the County Council to provide the A28 Improvement Works (excluding A28 Additional Bonding Costs/ Bonding Cost Savings if any) (for the avoidance of doubt regardless of whether or not the Local Enterprise Partnership grant LEP Funding to the County Council for the provision of the A28 Improvement Works) such additional costs and/or savings (as appropriate) shall be calculated and identified as follows:-</p> <ul style="list-style-type: none"> a) first, the costs to be incurred by the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases in paying the County Council to provide the A28 Improvement Works (excluding the costs of providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works) for the avoidance of doubt regardless of whether or not the Local Enterprise Partnership grant LEP Funding to the County Council for the provision of the A28 Improvement Works shall be identified/predicted as far and as accurately as possible; b) the predicted costs identified pursuant to a) above (if any) shall be identified by reference to and evidenced by the terms of the relevant completed agreement with the County Council pursuant to Section 278 of the Highways Act which secures the payment of money from the developer/s of the Site to the County Council to fund the A28 Improvement Works and relevant invoices receipts correspondence and other relevant documentation; and c) If the predicted costs identified pursuant to a) are more than those costs that were assumed to have been and/or to be incurred by the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases by the EC Harris Cost Report in paying the County Council to provide the

	<p>A28 Improvement Works (excluding the costs of providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works) such additional costs (if any) shall be spread across the Current Viability Review Phase and all other subsequent Viability Review Phases in the same proportions as the EC Harris Cost Report spread the assumed costs of paying the County Council to provide the A28 Improvement Works (as referred to above) across such Viability Review Phases; and</p> <p>d) If the predicted costs identified pursuant to a) above are less than the costs to the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases in paying the County Council to provide the A28 Improvement Works (excluding the costs of providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works) as assumed by the EC Harris Cost Plan such savings (if any) shall be spread across the Current Viability Review Phase and all other subsequent Viability Review Phases in the same proportions as the EC Harris Cost Report spread the assumed costs of paying the County Council to provide the A28 Improvement Works (as referred to above) across such Viability Review Phases; and</p> <p>e) once having completed the steps in a) – d) inclusive such additional costs as are identified as relating to the Current Viability Review Phase (if any) shall be the A28 Improvement Works Additional Costs for the Current Viability Review Phase and shall be taken into account as a Viability Review Input for the Current Viability Phase over and above the Infrastructure Costs;</p> <p>f) once having completed the steps in a) – d) inclusive such savings as are identified as relating to the Current Viability Review Phase (if any) shall be the A28 Improvement Works Savings for the Current Viability Review Phase and shall be taken into account as a Viability Review Input for the Current Viability Phase and shall be deducted from the Infrastructure Costs.</p>
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<p>A28 Additional Bonding Costs/Bonding Cost Sa (As Appropriate)</p>	<p>Any predicted additional costs to be incurred and/or savings to be made by the developer/s of the entire Development in providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works (for the avoidance of doubt regardless of whether or not the Local Enterprise Partnership grant LEP Funding to the County Council for the provision of the A28 Improvement Works) such additional costs and/or savings shall be calculated and identified as follows:-</p> <ul style="list-style-type: none"> a) first, the costs to be incurred by the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases in providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works (for the avoidance of doubt regardless of whether or not the Local Enterprise Partnership grant LEP Funding to the County Council for the provision of the A28 Improvement Works) shall be identified/predicted as far and as accurately as possible; and b) The predicted costs identified pursuant to a) above shall be identified and evidenced by a copy of the relevant completed Section 278 Agreement requiring such bonds to be provided to the County Council copies of any completed bonds already provided and relevant invoices receipts for comparison purposes and correspondence and other relevant documentation; and c) If the predicted costs identified pursuant to a) are more than those costs that were assumed to have been incurred by the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases by the EC Harris Cost Report in providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works such additional costs (if any) shall be spread across the Current Viability Review Phase and all other subsequent Viability Review Phases in the same proportions as the EC Harris Cost Report spread the assumed costs incurred by the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases in providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works
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	<p>(as referred to above) across such Viability Review Phases; and</p> <p>d) If the predicted costs identified pursuant to a) above are less than the costs to the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases in providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works as assumed by the EC Harris Cost Plan such savings (if any) shall be spread across the Current Viability Review Phase and all other subsequent Viability Review Phases in the same proportions as the EC Harris Cost Report spread the assumed costs incurred by the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases in providing bonds as security for the payment of money to the County Council to fund the provision of the A28 Improvement Works (as referred to above) across such Viability Review Phases;</p> <p>e) once having completed the steps in a) – d) inclusive such additional costs as are identified as relating to the Current Viability Review Phase (if any) shall be the A28 Additional Bonding Costs for the Current Viability Review Phase and shall be taken into account as a Viability Review Input for the Current Viability Phase over and above the Infrastructure Costs;</p> <p>f) once having completed the steps in a) – d) inclusive such savings as are identified as relating to the Current Viability Review Phase (if any) shall be the A28 Bonding Costs Savings for the Current Viability Review Phase and shall be taken into account as a Viability Review Input for the Current Viability Phase and shall be deducted from the Infrastructure Costs.</p>
Additional Services Costs	A sum of money for the relevant Viability Review Phase equivalent to the costs of installing those utilities within sections 2100 and 2200 of the EC Harris Cost Plan necessary to service the relevant Viability Review Phase (if any) over and above the allowance for the costs of installing such utilities made in the Infrastructure Costs such additional costs to be evidenced by appropriate surveys reports and documentation including from telecommunication providers/contractors.
Affordable Housing Capital Value	The reasonable total predicted income, excluding

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	<p>Social Housing Grant, to the developer for the relevant Viability Review Phase from the sale of all Affordable Housing Units to be provided within the relevant Viability Review Phase to Registered Provider/s to be calculated by reference to the following in the order listed below:-</p> <ul style="list-style-type: none"> a) accepted offer(s) from Registered Providers for the Affordable Housing Units in previous Viability Review Phases or the Current Viability Review Phase or the contract for the sale of the same to Registered Providers and taking into account whether the Affordable Housing Units to be provided in the relevant Viability Review Phase are flats or houses the number of bedrooms such Affordable Housing Units have and the tenure of such Affordable Housing Units; and b) any information relating to the offers and sales referred to at a) above as provided by Registered Providers; c) any information relating to the offers and sales referred to at a) above as provided by the Council; d) in the absence of any accepted offer or contracts for sales referred to at a) above by reference to the predicted yields, initial sales and rents payable together with deduction of management and maintenance costs to derive capitalised values in relation to Shared Ownership Units and Affordable Rented Units with the input of a RICS qualified valuer with at least 5 years experience of advising in relation to Affordable housing matters.
Carbon Off-Setting Savings	<p>A sum of money equivalent to the savings (if any) accrued by the developer/s of the Previous Viability Review Phase in discharging their Schedule Two Planning Obligations relating to the Previous Viability Review Phase to be calculated by reference to the allowance made in the EC Harris Cost Plan for discharging the Schedule 2 Planning Obligations relating to the Previous Viability Review Phase. When calculating such saving, account shall be made for any sums of money having already been paid pursuant to Schedule 2 of this Deed and a reasonable prediction made as to the quantum of such contributions that are still outstanding in respect of the Previous Viability Review Phase (if any) pursuant to the same schedule. For the avoidance of doubt, the savings calculated (if any) shall be taken into account as a saving to the developer/s of and Viability Review Submission of the Current Viability Review Phase and not the Previous Viability Review Phase and shall be deducted from the Section 106 Costs for the relevant Viability Review Phase.</p>

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<p>Education Bonding Additional Costs</p> 	<p>Any predicted additional costs incurred and/or to be incurred (if any) by the developer/s of the Current Viability Review Phase in complying with the requirement to provide bonds to the County Council as security for the payment of the education contributions pursuant to paragraph 1.1 of Schedule 1.1 such additional costs shall be calculated and identified as follows:-</p> <ul style="list-style-type: none"> a) first, the costs to be incurred by the developer/s of the Current Viability Review Phase and all other subsequent Viability Review Phases in providing bonds as security for the payment of the education contributions to the County Council pursuant to paragraph 1.1 of Schedule 1.1 (if any) shall be identified/predicted as far and as accurately as possible; and b) the predicted costs identified pursuant to a) above (if any) shall be identified and evidenced by reference to the provisions of this Agreement requiring such bonds to be provided to the County Council copies of any completed bonds already provided and relevant invoices receipts for comparison purposes and correspondence and other relevant documentation; and c) the predicted costs identified pursuant to a) (if any) shall be spread evenly across the Current Viability Review Phase and all other subsequent Viability Review Phases so that one Viability Review Phase is not burdened with a disproportionate portion of such costs; and d) once having completed the steps in a) – c) inclusive such additional costs as are identified as relating to the Current Viability Review Phase (if any) shall be the Education Bonding Additional Costs for the Current Viability Review Phase and shall be taken into account as a Viability Review Input for the Current Viability Phase over and above the Section 106 Costs.
<p>Environmental Requirements Costs</p>	<p>Those costs (if any) incurred by the developer/s of the relevant Viability Review Phase in complying with relevant environmental performance standards that the construction of the Dwellings within the relevant Viability Review Phase are required to meet by virtue of compliance with statute regulation or other law or public policy including the requirements of the Planning Permission over and above the</p>

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	allowance for the costs of complying with such environmental performance standards made in the Base Build Costs (Affordable Housing Flats) Base Build Costs (Affordable Housing Houses) Base Build Costs (Open Market Flats) and Base Build Costs (Open Market Houses).
Extra Care Affordable Housing Costs	<p>The extra costs of providing 70 Affordable Housing Units that are extra care units in Viability Phase One pursuant to Schedule 1 of this agreement incurred by the developer/s of Viability Phase One over and above the costs that would have been incurred by such developer/s if they had provided the same number of Affordable Housing Units but not as extra care units or any other specialist form of Affordable Housing Unit which:-</p> <p>a) shall be calculated as follows:-</p> <p>GIA for 70 Extra Care Affordable Housing Units x Median Rate of BCIS data (5 year range) for extra care Affordable Housing Units or nursing home units</p> <p>less</p> <p>GIA for the Affordable Housing Units that would have otherwise been provided if the 70 Extra Care Affordable Units had not been provided x (BCIS Median rate (5 year range) for housing or flats (as appropriate); and</p> <p>b) once calculated carried forward as an input and to be taken into account in the Viability Review Submission for Viability Review Phase Two but for the avoidance of doubt shall not be relevant and carried forward as an input for the Viability Review Submission in respect of any other Viability Review Phase.</p>
Incentives	The reasonable projected cost to the developer of providing incentives to induce persons to purchase Dwellings within the relevant Viability Review Phase which are deductible from the asking price for an individual dwelling to be backed up by evidence presented in a report containing comparable evidence of incentives given and accepted in respect of the sale of Dwellings on the Site to comprise of CML disclosure forms and to reflect the net sale proceeds in accordance with relevant RICS guidance.
Infrastructure Costs	A sum of money for the relevant Viability Review Phase equivalent to the costs of installing the infrastructure necessary to service the land comprising the relevant Viability Review Phase to include relevant roads sewers utilities engineering works and the costs of funding improvements to A28 Highway the cost of such infrastructure to be derived from the EC Harris

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	<p>Cost Report and the quantity surveyor's cost plan for the relevant Viability Review Phase and to be supported by evidence from appropriate surveys and reports and for the avoidance of doubt excluding Section 106 Costs and to be indexed using the relevant index as detailed by the EC Harris Cost Report to the Valuation Date and to be less the A28 Improvement Works Savings attributable to the relevant Viability Review Phase (if any) the A28 Bonding Savings attributable to the relevant Viability Review Phase (if any) and the Services Costs Savings attributable to the relevant Viability Review Phase (if any). Where relevant infrastructure applies to different Viability Review Phases its appropriate cost is to be spread across the relevant Viability Review Phases and apportioned between them by reference to the how such costs are apportioned across such Viability Review Phases by the EC Harris Cost Report.</p>
Open Market Dwelling Capital Value	<p>The reasonable predicted total net income to the developer of the relevant Viability Review Phase from all Open Market Dwellings within the relevant Viability Review Phase to be calculated by reference to the predicted sales values of each type of Dwelling net of Incentives (be they houses and/or flats and according to how many number of bedrooms each Dwelling shall have) or the capital value of each type of Dwelling (be they houses and/or flats and according to how many number of bedrooms each Dwelling shall have) intended to be made available on the open market for rent such sales values shall be net of Incentives (if any) and shall exclude consideration of Bulk Sales (if any) and the predicted sales values and/or capital values of such Dwellings shall be derived from the following sources of information in order of priority:-</p> <ol style="list-style-type: none"> 1) sales prices or capital values (as appropriate) achieved for equivalent Dwellings located on land within the Site other than the land within the relevant Viability Review Phase; 2) the input of a RICS qualified valuer/s with at least 5 years experience of the housing market in the borough of Ashford; 3) the input of an estate agent/s who have at least 5 years experience of operating in the housing market in the borough of Ashford and selling/renting dwellings in the borough of Ashford.
Other Forms of Funding	<p>Any other form of funding being a non - refundable grant/s and for the avoidance of doubt excluding loan/s at below-commercially available borrowing rates) from a public or private entity that ultimately reduces the cost of construction to the developer of the relevant Viability Review Phase (whether received directly by the developer or whether the non refundable grant is</p>

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	received by a third party and the developer derives indirect benefit therefrom) to include such sources of funding as non – refundable: HCA grants for infrastructure grants from the EU cross subsidy from a Registered Provider/s for the purchase of Affordable Units (if paid separately to the purchase price) and other sources of funding - the information regarding such funding to be provided and derived from the appropriate funding body.
Section 106 Costs	<p>A sum of money for the relevant Viability Review Phase equivalent to the costs to the developer of the relevant Viability Review Phase of complying with the terms of this agreement to be indexed to the Valuation Date by reference to the relevant index as detailed by the EC Harris Cost Report and (less any Carbon-Offsetting Savings) PROVIDED THAT if:-</p> <ol style="list-style-type: none"> 1) a planning obligation/s under the terms of this agreement fell due and should have been complied with during the course of constructing and Occupying Dwellings located on land comprising the Previous Viability Review Phase and/or other earlier Viability Review Phase/s; and 2) such a planning obligation/s has not been complied with but the costs of complying with such planning obligation/s were taken into account in the Viability Review Submission/s of that/those Viability Review Phase/s as a cost to the developer/s of such Viability Review Phase/s ; <p>then the cost of complying with such outstanding planning obligation/s shall not be taken into account as a cost to the developer/s of the Current Viability Review Phase in the current Viability Review Submission and shall not be added to the costs to the developer/s of the Current Viability Review Phase of complying with the terms of this agreement as set out in the EC Harris Cost Report even if such developer/s are meeting the costs of complying with such outstanding planning obligation/s.</p>
Services Costs Savings	A sum of money for the relevant Viability Review Phase equivalent to any savings to be realised by the developer of the relevant Viability Review Phase in installing those utilities within sections 2100 and 2200 of the EC Harris Cost Plan necessary to service the relevant Viability Review Phase (if any) to be calculated by comparing the predicted costs of installing such utilities to the allowance for the costs of installing such utilities made in the Infrastructure Costs such savings (if any) to be identified by reference to appropriate

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	surveys reports and documentation including from telecommunication providers/contractors and subtracted from the Infrastructure Costs.
Social Housing Grant	A sum of money for the relevant Viability Review Phase equivalent to any grant from central government to a Registered Provider to assist in the purchase of Affordable Units within the relevant Viability Review Phase evidence of which shall be provided and derived from the relevant Registered Provider and/or the HCA's investment team and to be taken into account as a source of revenue to the developer of the relevant Viability Review Phase.

SCHEDULE 44
Fixed Assumption Viability Review Inputs

Column 1	Column 2
Acquisition Costs	An allowance for those costs to be incurred by the developer in the acquisition of the land comprising the relevant Viability Review Phase reflecting legal fees Stamp Duty and agent's fees being 5.75% of the Benchmark Land Value of the relevant Viability Review Phase.
Affordable Housing Profit	A sum of money representing the return to the developer from Affordable Housing Units to be provided in the relevant Viability Review Phase being equal to 6% of the Affordable Housing Capital Value.
Affordable Housing Transaction Costs	An allowance for those costs incurred by the developer of the relevant Viability Review Phase in selling the Affordable Housing Units within that Viability Review Phase to a Registered Provider/s being a sum of money equivalent to 0.5% of the Affordable Housing Capital Value.
Base Build Costs (Affordable Housing Flats)	The projected building costs for all Affordable Units that are flats and are located within the relevant Viability Review Phase to be calculated by reference to the last median BCIS Rate (based on the 5 year age range of BCIS results rebased to the borough of Ashford) available prior to the date on which the relevant Viability Review Submission is submitted to the Council pursuant to paragraph 3 of this Schedule and with appropriate allowances for external works contingency and quality agenda items as set out in the BCIS tab of the Appraisal and for the avoidance of doubt excluding Infrastructure Costs and Section 106 Costs.
Base Build Costs (Affordable Housing Houses)	The projected building costs for all Affordable Units that are houses and are located within the relevant Viability Review Phase to be calculated by reference to the last median BCIS Rate (based on the 5 year age range of BCIS results rebased to the borough of Ashford) available prior to the date on which the relevant Viability Review Submission is submitted to the Council pursuant to paragraph 3 of this Schedule and with appropriate allowances for external works contingency and quality agenda items as set out in the BCIS tab of the Appraisal and for the avoidance of doubt excluding Infrastructure Costs and Section 106 Costs.
Base Build Costs (Open Market Flats)	The projected building costs for all Open Market Dwellings that are flats and are located within the relevant Viability Review Phase to be calculated by reference to the last median BCIS Rate (based on the 5 year age range of BCIS results rebased to the borough of Ashford) available prior to the date on which the relevant Viability Review Submission is submitted to the Council pursuant to paragraph 3 of this Schedule and with appropriate allowances for external works contingency and quality agenda items as set out in the BCIS tab of the Appraisal and for the avoidance of doubt excluding Infrastructure Costs and Section 106 Costs.
Base Build Costs (Open Market Houses)	The projected building costs for all Open Market Dwellings that are houses and are located within the relevant Viability Review Phase to be calculated by reference to the last median BCIS Rate (based on the 5 year age range of BCIS results rebased to the borough of Ashford) available prior to the date on which the relevant Viability Review Submission is submitted to the Council pursuant to paragraph 3 of this Schedule and with appropriate allowances for external works contingency and quality agenda items as set out in the BCIS tab of the Appraisal and for the avoidance of doubt excluding Infrastructure Costs and Section 106 Costs.
Benchmark Land Value	<p>A sum of money for the relevant Viability Review Phase representing the benchmark land value of all of the land comprised within the relevant Viability Review Phase to be calculated as follows:-</p> <p>Total land comprised within the relevant Viability Review Phase expressed in gross acres and as detailed by column 2 of Table 4 for the corresponding Viability Review Phase in column 1 of Table 4 x £100,000.00 (one hundred thousand pounds)</p>

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	to be indexed by reference to an average of the last available data from the Savills Development Land Index For Green Field Sites and the HM Land Registry index for green field sites or such other equivalent successor indices as may be approved by the Council in writing in the event either of those indices are no longer published.																		
Construction Fees	A sum being the equivalent of 7% of the Total Base Build Costs being the fees incurred by the developer in constructing the Development within the relevant Viability Review Phase (excluding the actual build costs) including architects fees quantity surveyors fees engineers fees project management fees the fees associated with compliance with the Construction (Design and Management) regulations 2007 (or such relevant successor to those regulations).																		
Construction Finance Costs	The cost to the developer of obtaining credit to finance the construction of the relevant Viability Review Phase being a sum equivalent to 3% of the sum of the Total Base Build Costs the Infrastructure Costs and the Construction Fees and the Benchmark Land Value.																		
Commercial Land Capital Value	<p>The total notional income to be received by the developer from the assumed sale of all of the Commercial Land within the relevant Viability Review Phase – such notional income to be a sum equivalent to the total Commercial Land within the relevant Viability Review Phase (in acres) x £500,000.00 (five hundred thousand pounds) to be indexed to the Valuation Date by reference to the average percentage movement (if any) in typical commercial retail and office rentals in the borough of Ashford (to be expressed as percentage) using an assumed current base rental level for such calculations of £20.00 per square foot for office rentals and £70 per square foot for retail floorspace using the following methodology by way of worked example only</p> <table><tr><th>Agreed £/ per square foot (as at date of this agreement)</th><th>£ per square foot as at Valuation Date for Viability Review Submission of Viability Review Phase Two</th><th>% Movement</th></tr><tr><td>£20.00 Office</td><td>£22.00</td><td>10%</td></tr><tr><td>£70.00 Retail</td><td>£80.00</td><td>14%</td></tr><tr><td></td><td>average</td><td>12%</td></tr><tr><td colspan="2">Commercial Land Value per acre as at date of Agreement</td><td>£500,000</td></tr><tr><td colspan="2">Commercial Land Value per acre as at Valuation Date of Viability Review Submission of Viability review Two:</td><td>£560,000</td></tr></table>	Agreed £/ per square foot (as at date of this agreement)	£ per square foot as at Valuation Date for Viability Review Submission of Viability Review Phase Two	% Movement	£20.00 Office	£22.00	10%	£70.00 Retail	£80.00	14%		average	12%	Commercial Land Value per acre as at date of Agreement		£500,000	Commercial Land Value per acre as at Valuation Date of Viability Review Submission of Viability review Two:		£560,000
Agreed £/ per square foot (as at date of this agreement)	£ per square foot as at Valuation Date for Viability Review Submission of Viability Review Phase Two	% Movement																	
£20.00 Office	£22.00	10%																	
£70.00 Retail	£80.00	14%																	
	average	12%																	
Commercial Land Value per acre as at date of Agreement		£500,000																	
Commercial Land Value per acre as at Valuation Date of Viability Review Submission of Viability review Two:		£560,000																	
Commercial Land Profit	A sum of money representing the return to the developer/s of the relevant Viability Review Phase from the Commercial Land to be provided in the relevant Viability Review Phase being equal to 15% of the Commercial Land Capital Value.																		
Cost Plan Contingencies	Such allowance for contingencies for the construction of the relevant Viability Review as is identified by the EC Harris Cost Report to be indexed to the Valuation Date by reference to the relevant index as detailed by the EC Harris Cost Report.																		
Legal and Marketing Fees (Open Market Housing)	A sum of money for the relevant Viability Review Phase representing the legal and marketing fees to be incurred by the developer in disposing of Open Market Dwellings within the relevant Viability Review Phase being a sum equal to 3.5% of Open Market Housing Dwelling Capital Value.																		
Open Market Dwelling Profit	A sum of money representing the profit to the developer from Open Market Dwellings in the relevant Viability Review Phase being equal to 20% of the Open Market Dwelling Capital Value.																		
Transaction Cost (Affordable Housing Units)	All (fees including legal fees) incurred by the developer in disposing of Affordable Housing Units within the relevant Viability Review Phase to a Registered Provider being a sum equivalent to 0.5% of Affordable Housing Capital Value.																		

SCHEDULE 45**Table 1**

Column 1: Viability Review Phase.	Column 2: No of Dwellings the occupation of which must be notified via the service of an Occupation Notice on the Council	Column 3: Date by which request for Viability Review: Affordable Housing Information Request must be made by Owners' Agent to the Council
Viability Review Phase Two	500th Dwelling to be Occupied and the 800th Dwelling to be Occupied.	The date on which the 800th Dwelling to be Occupied is Occupied.
Viability Review Phase Three	1200th Dwelling to be Occupied and the 1300th Dwelling to be Occupied.	The date on which the 1300th Dwelling to be Occupied is Occupied
Viability Review Phase Four	1800 th Dwelling to be Occupied and the 1900th Dwelling to be Occupied.	The date on which the 1900th Dwelling to be Occupied is Occupied
Viability Review Phase Five	2324th Dwelling to be Occupied and the 2425th Dwelling to be Occupied.	The date on which the 2425th Dwelling to be Occupied is Occupied
Viability Review Phase Six	2824 th Dwelling to be Occupied and the 2925th Dwelling to be Occupied.	The date on which the 2925th Dwelling to be Occupied is Occupied
Viability Review Phase Seven	3324 th Dwelling to be Occupied and the 3425 th Dwelling to be Occupied	The date on which the 3425th Dwelling to be Occupied is Occupied
Viability Review Phase Eight	3883rd Dwelling to be Occupied and the 3984th Dwelling to be Occupied.	The date on which the 3984th Dwelling to be Occupied is Occupied
Viability Review Phase Nine	4383rd Dwelling to be Occupied and the 4484th Dwelling to be Occupied.	The date on which the 4484th Dwelling to be Occupied is Occupied.
Viability Review Phase Ten	4883rd Dwelling to be Occupied and the 4984 th Dwelling to be Occupied.	The date on which the 4984 th Dwelling to be Occupied is Occupied.

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DACB changes 17/8/16 to ABC version 24/6/16

SCHEDULE 46

Table 2

Column 1: Viability Review Phase/Viability Phase.	Column 2: Colour showing the corresponding Viability Review Phase in column 1 on the Viability Review Phase Plans submitted to the Council for its approval as part of the Viability Review Submissions.
Viability Phase One	Yellow
Viability Review Phase Two	Red
Viability Review Phase Three	Blue
Viability Review Phase Four	Green
Viability Review Phase Five	Orange
Viability Review Phase Six	Pink
Viability Review Phase Seven	Purple
Viability Review Phase Eight	Brown
Viability Review Phase Nine	Grey
Viability Review Phase Ten	Black

SCHEDULE 47

Table 3

Column 1: Type of Affordable Housing Unit	Column 2: Proportion of the total quantum of Additional Housing Provision in the relevant Viability Review Phase to be provided as each type of Affordable Housing Unit detailed by column 1 expressed as a percentage	Column 3: Actual number of each type of Affordable Housing Unit comprising the Minimum Affordable Housing Provision for the relevant Viability Review Phase
Shared Ownership Units		
Affordable Units that are houses with 2 bedrooms and are to be provided as Shared Ownership Units		
Affordable Units that are houses with 2 bedrooms and are to be provided as Shared Ownership Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 3 bedrooms and are to be provided as Shared Ownership Units		
Affordable Units that are houses with 3 bedrooms and are to be provided as Shared Ownership Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 4 bedrooms and are to be provided as Shared Ownership Units		
Affordable Units that are houses with 4 bedrooms and are to be provided as Shared Ownership Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 5 bedroom and are to be provided as Shared Ownership Units		
Affordable Units that are houses with 5 bedroom and are to be provided as Shared Ownership Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are flats with 1 bedroom and are to be provided		

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as Shared Ownership Units		
Affordable Units that are flats with 1 bedroom and are to be provided as Shared Ownership Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are flats with 2 bedrooms and are to be provided as Shared Ownership Units		
Affordable Units that are flats with 2 bedrooms and are to be provided as Shared Ownership Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Rented Units		
Affordable Units that are houses with 2 bedrooms and are to be provided as Affordable Rented Units		
Affordable Units that are houses with 2 bedrooms and are to be provided as Affordable Rented Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 3 bedrooms and are to be provided as Affordable Rented Units		
Affordable Units that are houses with 3 bedrooms and are to be provided as Affordable Rented Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 4 bedrooms and are to be provided as Affordable Rented Units		
Affordable Units that are houses with 4 bedrooms and are to be provided as Affordable Rented Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 5 bedroom and are to be provided as Affordable Rented Units		
Affordable Units that are houses with 5 bedroom and are to be provided as Affordable Rented Units and as extra care housing		N/A to Minimum Affordable Provision.

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and/or accommodation for older persons and/or accommodation for vulnerable groups		
Affordable Units that are flats with 1 bedroom and are to be provided as Affordable Rented Units		
Affordable Units that are flats with 1 bedroom and are to be provided as Affordable Rented Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are flats with 2 bedrooms and are to be provided as Affordable Rented Units		
Affordable Units that are flats with 2 bedrooms and are to be provided as Affordable Rented Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Intermediate Affordable Housing Units		
Affordable Units that are houses with 2 bedrooms and are to be provided as Intermediate Affordable Housing Units		
Affordable Units that are houses with 2 bedrooms and are to be provided as Intermediate Affordable Housing Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 3 bedrooms and are to be provided as Intermediate Affordable Housing Units		
Affordable Units that are houses with 3 bedrooms and are to be provided as Intermediate Affordable Housing Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are houses with 4 bedrooms and are to be provided as Intermediate Affordable Housing Units		
Affordable Units that are houses with 4 bedrooms and are to be provided as Intermediate Affordable Housing Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.

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vulnerable groups		
Affordable Units that are houses with 5 bedroom and are to be provided as Intermediate Affordable Housing Units		
Affordable Units that are houses with 5 bedroom and are to be provided as Intermediate Affordable Housing Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are flats with 1 bedroom and are to be provided as Intermediate Affordable Housing Units		
Affordable Units that are flats with 1 bedroom and are to be provided as Intermediate Affordable Housing Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.
Affordable Units that are flats with 2 bedrooms and are to be provided as Intermediate Affordable Housing Units		
Affordable Units that are flats with 2 bedrooms and are to be provided as Intermediate Affordable Housing Units and as extra care housing and/or accommodation for older persons and/or accommodation for vulnerable groups		N/A to Minimum Affordable Provision.

SCHEDULE 48**Table 4**

Column 1: Viability Review Phase.	Column 2: Assumed gross acres in each Viability Review Phase for purposes of calculating the Benchmark Land Value for each Viability Review Phase
Viability Review Phase Two	81.26 gross acres
Viability Review Phase Three	97.51 gross acres
Viability Review Phase Four	85.16 gross acres
Viability Review Phase Five	81.26 gross acres
Viability Review Phase Six	81.26 gross acres
Viability Review Phase Seven	90.85 gross acres
Viability Review Phase Eight	81.26 gross acres
Viability Review Phase Nine	81.26 gross acres
Viability Review Phase Ten	92.15 gross acres.

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SCHEDULE 49
Viability Review Templates

Turner Morson
Chillingham Green, Airedale

Viability Review Template

Review Phase 2

500 Dwellings

Unit Type	Forme	Beds	Number of Units	Average R2	Average m2	Total R2	Total m2	£s per R2	Average Unit Value	Total Value
Market Units										
1 Bed Apartment	Market	1	0	0	0.0	0	0.0	£	£	£
2 Bed Apartment	Market	2	0	0	0.0	0	0.0	£	£	£
2 Plus-over-Garage	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed Houses	Market	2	0	0	0.0	0	0.0	£	£	£
3 Bed Houses	Market	3	0	0	0.0	0	0.0	£	£	£
4 Bed Houses	Market	4	0	0	0.0	0	0.0	£	£	£
5 Bed Houses	Market	5	0	0	0.0	0	0.0	£	£	£
6 Bed Houses	Market	6	0	0	0.0	0	0.0	£	£	£
Open Market Capital Value			RDV/01	0	RDV/01	RDV/01	0	RDV/01	RDV/01	£
Affordable Rent										
1 Bed Flat	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Affordable Rent	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Affordable Rent	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Affordable Rent	5	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT			RDV/01	0	RDV/01	RDV/01	0	RDV/01	RDV/01	£
Shared Ownership										
1 Bed Flat	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Shared Ownership	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Shared Ownership	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Shared Ownership	5	0	0	0.0	0	0.0	£	£	£
TOTAL SHARED OWNERSHIP			RDV/01	0	RDV/01	RDV/01	0	RDV/01	RDV/01	£
Extra Care										
1 Bed Flat	Extra Care	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Extra Care	2	0	0	0.0	0	0.0	£	£	£
3 Bed Flat	Extra Care	3	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT			RDV/01	0	RDV/01	RDV/01	0	RDV/01	RDV/01	£
AFFORDABLE HOUSING CAPITAL VALUE			RDV/01	0	RDV/01	RDV/01	0	RDV/01	RDV/01	£
TOTAL HOUSING			RDV/01	0	RDV/01	RDV/01	0	RDV/01	RDV/01	£
Commercial Land Capital Income						£ per Acre	Indexed £350,000	Net Acres		£
Other Forms of Grant Funding										
Social Housing Grant										
Residual Surplus (from Previous Phase)			RDV/01	0	RDV/01	RDV/01	0	RDV/01	RDV/01	£
Gross HA/ Acres						92.94	91.25	RDV/01		
Average market units sales values pcf										
Legal and Marketing Fees (Open Market Housing) @									3.50%	£0
Affordable Housing Transaction Costs									0.50%	£0
Base Build Costs Market Housing (incl external works, CF5H Code 3) £ per sq ft @								sq ft		£0
Base Build Costs Market Flats (incl external works, CF5H Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Affordable Housing (incl external works, CF5H Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Affordable Flats (incl external works, CF5H Code 3) £ per sq ft @								0	£0.00	£0
Standard Construction for Extra-care / Vulnerable groups - Flats - Inc. external and contingency								0	£0.00	£0
Extra Care Affordable Housing Costs									RDV/01	
From Review Phase 1										
per Unit										
Units										
Environmental Requirements Costs										£0
Construction Fees										
Architects & Planning										£0
Quantity Surveyor										£0
Engineers										£0
Proj Management & CDM										£0
Open Market Dwelling Profit										£0
Affordable Housing Profit										£0
Commercial Land Profit										£0
Gross Clean Serviced Value										£0
Infrastructure Costs										£0
Section 106 Costs										£0
Construction Finance Costs (Finances 80% of Total Costs)						3.0%	(£257,797)	(£257,797)		(£257,797)
Residual Land Value										(£257,797)
Open Market Land Value										
Plus Land Value Addition										
Acquisition Costs										
Legal										
Surplus / Deficit										(£1,134,942)
VIABLE / NON-VIABLE?										NON-VIABLE

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

Viability Review Template

Review Phase 3

600 Dwellings

Unit Type	Typical	Beds	Number of Units	Average R2	Average m2	Total R2	Total m2	£/sq ft	Average Net Value	Total Value
Market Units										
1 Bed Apartment	Market	1	0	0	0.0	0	0.0	£	£	£
2 Bed Apartment	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed over-Garages	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed Houses	Market	2	0	0	0.0	0	0.0	£	£	£
3 Bed Houses	Market	3	0	0	0.0	0	0.0	£	£	£
4 Bed Houses	Market	4	0	0	0.0	0	0.0	£	£	£
5 Bed Houses	Market	5	0	0	0.0	0	0.0	£	£	£
6 Bed Houses	Market	6	0	0	0.0	0	0.0	£	£	£
Open Market Capital Value		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Affordable Rent										
1 Bed Flat	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Affordable Rent	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Affordable Rent	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Affordable Rent	5	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Shared Ownership										
1 Bed Flat	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Shared Ownership	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Shared Ownership	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Shared Ownership	5	0	0	0.0	0	0.0	£	£	£
TOTAL SHARED OWNERSHIP		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Extra Care										
1 Bed Flat	Extra Care	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Extra Care	2	0	0	0.0	0	0.0	£	£	£
3 Bed Flat	Extra Care	3	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
AFFORDABLE HOUSING CAPITAL VALUE		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
TOTAL HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Commercial Land Capital Income						£ per Acre	£300,000	Not Acres		£
Other Forms of Grant Funding										
Social Housing Grant										
Residual Surplus (from Previous Phases)										
		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Gross Ht/ Acres						35.53	97.51			
Average market units sales values psf							#DIV/0!			
Legal and Marketing Fees (Open Market Housing) @									3.50%	£0
Affordable Housing Transaction Costs									0.50%	£0
Base Build Costs Market Housing (incl external works, CFSH Code 3) £ per sq ft @								sq ft		£0
Base Build Costs Market Flats (incl external works, CFSH Code 3) £ per sq ft @								0		£0
Base Build Costs Affordable Housing (incl external works, CFSH Code 3) £ per sq ft @								0		£0
Base Build Costs Affordable Flats (incl external works, CFSH Code 3) £ per sq ft @								0		£0
Standard Construction for Extra-care / Vulnerable Groups - Flats - Inc external and contingency								0		£0
									#DIV/0!	
Environmental Requirements Costs						per Unit	Units	£0		£0
Construction Fees						1.75%	£0			£0
Architects & Planning						1.75%	£0			£0
Quantity Surveyor						1.75%	£0			£0
Engineers						1.75%	£0			£0
Proj Management & CDM						7.0%			£0	£0
Open Market Dwelling Profit						20.0%	£0			
Affordable Housing Profit						6.0%	£0			
Commercial Land Profit						15.0%	£0		£0	£0
						#DIV/0!				
Gross Clean Serviced Value										£0
Infrastructure Costs								£0		
Section 106 Costs								£0		
Construction Finance Costs (Finance as % of Total Costs)						3.0%	(£309,350)	(£309,350)	(£309,350)	(£309,350)
									(£309,350)	
Residual Land Value										
BENCHMARK LAND VALUE						per Gross Acre	Acres	£18,751,000		
Plus Land Indentation						0.0%	97.51	£0		
SD1 f @						4.0%		£390,040		
Regul						1.75%		£170,643		
Acquisition Costs										£18,751,000
Surplus / Deficit										£10,621,033
VIABLE / NON-VIABLE?										NON-VIABLE

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

524 Dwellings1129

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

1131

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

Viability Review Template

Review Phase 6

500 Dwellings

Unit Type	Tenure	Beds	Number of Units	Average ft2	Average m2	Total ft2	Total m2	£/sq ft	Average Unit Value	Total Value
Market Units										
1 Bed Apartment	Market	1	0	0	0.0	0	0.0	£	£	£
2 Bed Apartment	Market	2	0	0	0.0	0	0.0	£	£	£
2 Flats-over-Garages	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed Houses	Market	2	0	0	0.0	0	0.0	£	£	£
3 Bed Houses	Market	3	0	0	0.0	0	0.0	£	£	£
4 Bed Houses	Market	4	0	0	0.0	0	0.0	£	£	£
5 Bed Houses	Market	5	0	0	0.0	0	0.0	£	£	£
6 Bed Houses	Market	6	0	0	0.0	0	0.0	£	£	£
Open Market Capital Value		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Affordable Rent										
1 Bed Flat	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Affordable Rent	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Affordable Rent	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Affordable Rent	5	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Shared Ownership										
1 Bed Flat	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Shared Ownership	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Shared Ownership	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Shared Ownership	5	0	0	0.0	0	0.0	£	£	£
TOTAL SHARED OWNERSHIP		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Extra Care										
1 Bed Flat	Extra Care	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Extra Care	2	0	0	0.0	0	0.0	£	£	£
3 Bed Flat	Extra Care	3	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
AFFORDABLE HOUSING CAPITAL VALUE		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
TOTAL HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Commercial Land Capital Income						£ per Acre	Indicative £500,000	Net Acres		£
Other Forms of Grant Funding										
Social Housing Grant										
Residual Surplus (from Previous Phase)		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Gross Ha/ Acres						32.94	81.26	#DIV/0!		
Average market units sales values paf										
Legal and Marketing Fees (Open Market Housing) @										
Affordable Housing Transaction Costs								sq ft	3.50%	£0
									0.50%	£0
Base Build Costs Market Housing (incl external works, CFSH Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Market Flats (incl external works, CFSH Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Affordable Housing (incl external works, CFSH Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Affordable Flats (incl external works, CFSH Code 3) £ per sq ft @								0	£0.00	£0
Standard Construction for Extra-care / Vulnerable Groups - Flats - inc. external and contingency								0	#DIV/0!	£0
Environmental Requirements Costs						per Unit	Units	£0	£0	£0
Construction Fees						1.75%	£0			
Architects & Planning						1.75%	£0			
Quantity Surveyor						1.75%	£0			
Engineers						1.75%	£0			
Proj Management & CDM						7.0%	£0		£0	£0
Open Market Dwelling Profit						20.0%	£0			
Affordable Housing Profit						6.0%	£0			
Commercial Land Profit						15.0%	£0		£0	£0
Gross Clean Serviced Value										
Infrastructure Costs								£0		
Section 106 Costs						3.0%	(£257,797)	£0		
Construction Finance Costs (Finance as % of Total Costs)								(£257,797)	(£257,797)	(£257,797)
Residual Land Value										£257,797
BENCHMARK LAND VALUE						per Gross Acre	Acres			
Plus Land Indemnity						£100,000	81.26		£8,126,000	
SDLT @						£0	81.26		£0	
Regals						4.0%			£142,704	
Acquisition Costs						1.75%				£8,591,245
Surplus / Deficit										-£8,551,242
VIABLE/ NON-VIABLE?										NON-VIABLE

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

Viability Review Template

Review Phase 7

559 Dwellings

Unit Type	Tenure	Beds	Number of Units	Average ft2	Average m2	Total ft2	Total m2	£/sq ft	Average Unit Value	Total Value
Market Units										
1 Bed Apartment	Market	1	0	0	0.0	0	0.0	£	£	£
2 Bed Apartment	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Market	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Market	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Market	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Market	5	0	0	0.0	0	0.0	£	£	£
6 Bed House	Market	6	0	0	0.0	0	0.0	£	£	£
Open Market Capital Value		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Affordable Rent										
1 Bed Flat	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Affordable Rent	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Affordable Rent	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Affordable Rent	5	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Shared Ownership										
1 Bed Flat	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Shared Ownership	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Shared Ownership	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Shared Ownership	5	0	0	0.0	0	0.0	£	£	£
TOTAL SHARED OWNERSHIP		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Extra Care										
1 Bed Flat	Extra Care	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Extra Care	2	0	0	0.0	0	0.0	£	£	£
3 Bed Flat	Extra Care	3	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
AFFORDABLE HOUSING CAPITAL VALUE		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
TOTAL HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Commercial Land Capital Income						£ per Acre	Indented £500,000	Net Acres		£
Other Forms of Grant Funding										
Social Housing Grant										
Residual Surplus (from Previous Phase)		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Gross Ha/ Acres						36.83	90.85			
Average market units sales values pcf							#DIV/0!			
Legal and Marketing Fees (Open Market Housing) @								sq ft	3.50%	£0
Affordable Housing Transaction Costs									0.50%	£0
Base Build Costs Market Housing (incl external works, CF3H Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Market Flats (incl external works, CF3H Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Affordable Housing (incl external works, CF3H Code 3) £ per sq ft @								0	£0.00	£0
Base Build Costs Affordable Flats (incl external works, CF3H Code 3) £ per sq ft @								0	£0.00	£0
Standard Construction for Extra-care / Vulnerable Groups - Flats - Inc. external and contingency								0	#DIV/0!	£0
Environmental Requirements Costs						per Unit	Units	£0	£0	£0
Construction Fees						1.75%	£0			
Architects & Planning						1.75%	£0			
Quantity Surveyor						1.75%	£0			
Engineers						1.75%	£0			
Proj Management & CDM						7.0%	£0		£0	£0
Open Market Dwelling Profit						20.0%	£0			
Affordable Housing Profit						6.0%	£0			
Commercial Land Profit						15.0%	£0		£0	£0
Gross Clean Serviced Value										
Infrastructure Costs								£0		
Section 106 Costs								£0		
Construction Finance Costs (Finance as % of Total Costs)						3.0%	(£288,222)	(£288,222)	(£288,222)	(£288,222)
Residual Land Value										£288,222
BENCHMARK LAND VALUE						per Gross Acre	Acres			
Plus Land Indentation						£100,000	90.85		£9,085,000	
SOLT @						0.0%	£0		£0	
Legal						4.0%			£363,400	
Acquisition Costs						1.75%			£158,991	
Surplus / Deficit										-£9,855,609
VIABLE/ NON-VIABLE?										NON-VIABLE

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

Turner Moun
Chilmington Green, Ashford

Viability Review Template

Review Phase 8

500 Dwellings

Unit Type	Tenure	Beds	Number of Units	Average R1	Average R2	Total R1	Total R2	£s per R2	Average Unit Value	Total Value
Market Units										
1 Bed Apartment	Market	1	0	0	0.0	0	0.0	£	£	£
2 Bed Apartment	Market	2	0	0	0.0	0	0.0	£	£	£
2 Flats-over-Garages	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed Houses	Market	2	0	0	0.0	0	0.0	£	£	£
3 Bed Houses	Market	3	0	0	0.0	0	0.0	£	£	£
4 Bed Houses	Market	4	0	0	0.0	0	0.0	£	£	£
5 Bed Houses	Market	5	0	0	0.0	0	0.0	£	£	£
6 Bed Houses	Market	6	0	0	0.0	0	0.0	£	£	£
Open Market Capital Value		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Affordable Rent	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
1 Bed Flat	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Affordable Rent	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Affordable Rent	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Affordable Rent	5	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Shared Ownership	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
1 Bed Flat	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Shared Ownership	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Shared Ownership	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Shared Ownership	5	0	0	0.0	0	0.0	£	£	£
TOTAL SHARED OWNERSHIP		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Extra Care	Extra Care	1	0	0	0.0	0	0.0	£	£	£
1 Bed Flat	Extra Care	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Extra Care	2	0	0	0.0	0	0.0	£	£	£
3 Bed Flat	Extra Care	3	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
AFFORDABLE HOUSING CAPITAL VALUE		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
TOTAL HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Commercial Land Capital Income						£ per Acre	£500,000	Net Acres		£
Other Forms of Grant Funding										
Social Housing Grant										
Residual Surplus (from Previous Phase)										
		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Gross HA/ Acres						32.94	81.26			
Average market units sales values per							#DIV/0!			
Legal and Marketing Fees (Open Market Housing) @								3.50%		£0
Affordable Housing Transaction Costs								0.50%		£0
Base Build Costs Market Housing (incl external works, CF5H Code 3) £ per sq ft @							sq ft			£0
Base Build Costs Market Flats (incl external works, CF5H Code 3) £ per sq ft @							0			£0
Base Build Costs Affordable Housing (incl external works, CF5H Code 3) £ per sq ft @							0			£0
Base Build Costs Affordable Flats (incl external works, CF5H Code 3) £ per sq ft @							0			£0
Standard Construction for Extra-care / Vulnerable Groups - Flats - inc. external and contingency							0			£0
							0	#DIV/0!		
Environmental Requirements Costs						per Unit	Units	£0	£0	£0
Construction Fees						1.75%		£0		
Architects & Planning						1.75%		£0		
Quantity Surveyor						1.75%		£0		
Engineers						1.75%		£0		
Proj Management & CDM						7.0%		£0		£0
Open Market Dwelling Profit						20.0%		£0		
Affordable Housing Profit						6.0%		£0		
Commercial Land Profit						15.0%		£0		£0
						#DIV/0!		£0		£0
Gross Clean Serviced Value										
Infrastructure Costs								£0		
Section 106 Costs								£0		
Construction Finance Costs (Finance as % of Total Costs)						3.0%	(£257,797)	(£257,797)	(£257,797)	(£257,797)
Residual Land Value										£257,797
BENCHMARK LAND VALUE						per Gross Acre	Acres	£8,126,000		
Plus Land Indemnity						0.3%	80	£0		
SDLT @						4.0%		£328,040		
Legal						1.75%		£142,705		
Acquisition Costs										£8,851,842
Surplus / Deficit										NON-VIABLE
VIABLE/ NON-VIABLE?										

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

Viability Review Template

Review Phase 9

500 Dwellings

Unit Type	Tenure	Beds	Number of Units	Average R2	Average m2	Setback	Total m2	£s per R2	Average Unit Value	Total Value
Market Units										
1 Bed Apartment	Market	1	0	0	0.0	0	0.0	£	£	£
2 Bed Apartment	Market	2	0	0	0.0	0	0.0	£	£	£
2 Beds-over-Garage	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed Houses	Market	2	0	0	0.0	0	0.0	£	£	£
3 Bed Houses	Market	3	0	0	0.0	0	0.0	£	£	£
4 Bed Houses	Market	4	0	0	0.0	0	0.0	£	£	£
5 Bed Houses	Market	5	0	0	0.0	0	0.0	£	£	£
6 Bed Houses	Market	6	0	0	0.0	0	0.0	£	£	£
Open Market Capital Value		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Unaffordable Housing										
1 Bed Flat	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Affordable Rent	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Affordable Rent	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Affordable Rent	5	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Shared Ownership										
1 Bed Flat	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Shared Ownership	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Shared Ownership	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Shared Ownership	5	0	0	0.0	0	0.0	£	£	£
TOTAL SHARED OWNERSHIP		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Extra Care										
1 Bed Flat	Extra-Care	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Extra-Care	2	0	0	0.0	0	0.0	£	£	£
3 Bed Flat	Extra-Care	3	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
AFFORDABLE HOUSING CAPITAL VALUE		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
TOTAL HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Commercial Land Capital Income						£ per Acre	£500,000	Net Acres		£
Other Forms of Grant Funding										
Social Housing Grant										
Residual Surplus (From Previous Phase)		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Gross Ht/ Acres						32.94	81.25	#DIV/0!		
Average market units sales values per									3.50%	£0
Legal and Marketing Fees (Open Market Housing) @									0.50%	£0
Affordable Housing Transaction Costs										£0
Base Build Costs Market Housing (incl external works, CFSH Code 2) £ per sq ft @										£0
Base Build Costs Market Flats (incl external works, CFSH Code 3) £ per sq ft @										£0
Base Build Costs Affordable Housing (incl external works, CFSH Code 2) £ per sq ft @										£0
Base Build Costs Affordable Flats (incl external works, CFSH Code 3) £ per sq ft @										£0
Standard Construction for Extra-care / Vulnerable Groups - Flats - inc. external and contingency										£0
Environmental Requirements Costs						per Unit	Units	£0	£0	£0
Construction Fees						1.75%	£0			
Architects & Planning						1.75%	£0			
Quantity Surveyor						1.75%	£0			
Engineers						1.75%	£0			
Proj Management & CDM						7.0%		£0		£0
Open Market Dwelling Profit						20.0%	£0			
Affordable Housing Profit						6.0%	£0			
Commercial Land Profit						15.0%	£0		£0	£0
Gross Claim Settlement Value										£0
Refurbishment Costs										£0
Section 26B Costs						3.0%	(£257,797)	(£257,797)	(£257,797)	(£257,797)
Construction Finance Costs (Finance as % of Total Costs)										(£257,797)
Residual Land Value										£257,797
UNAFFORDABLE LAND VALUE						per Unit Area	Area	£0,000,000		
Unaffordable Land Value						£0,000,000	£0,000,000	£0		
Unaffordable Land Value						4.0%		£0,000,000		
Unaffordable Land Value						1.75%		£0,000,000		
Surplus / Deficit										-£1,851,082
VIABLE / NON-VIABLE?										NON-VIABLE

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

Viability Review Template

Review Phase 10

567 Dwellings

Unit Type	Tenure	Sets	Number of Units	Average R12	Average R2	Total R2	Total m2	£s per R2	Average Unit Value	Total Value
Market Units										
1 Bed Apartment	Market	1	0	0	0.0	0	0.0	£	£	£
2 Bed Apartment	Market	2	0	0	0.0	0	0.0	£	£	£
2 Flats-over-Garages	Market	2	0	0	0.0	0	0.0	£	£	£
2 Bed Houses	Market	2	0	0	0.0	0	0.0	£	£	£
3 Bed Houses	Market	3	0	0	0.0	0	0.0	£	£	£
4 Bed Houses	Market	4	0	0	0.0	0	0.0	£	£	£
5 Bed Houses	Market	5	0	0	0.0	0	0.0	£	£	£
6 Bed Houses	Market	6	0	0	0.0	0	0.0	£	£	£
Open Market Capital Value		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Affordable Rent										
1 Bed Flat	Affordable Rent	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Affordable Rent	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Affordable Rent	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Affordable Rent	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Affordable Rent	5	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Shared Ownership										
1 Bed Flat	Shared Ownership	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
2 Bed House	Shared Ownership	2	0	0	0.0	0	0.0	£	£	£
3 Bed House	Shared Ownership	3	0	0	0.0	0	0.0	£	£	£
4 Bed House	Shared Ownership	4	0	0	0.0	0	0.0	£	£	£
5 Bed House	Shared Ownership	5	0	0	0.0	0	0.0	£	£	£
TOTAL SHARED OWNERSHIP		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Extra Care										
1 Bed Flat	Extra Care	1	0	0	0.0	0	0.0	£	£	£
2 Bed Flat	Extra Care	2	0	0	0.0	0	0.0	£	£	£
3 Bed Flat	Extra Care	3	0	0	0.0	0	0.0	£	£	£
TOTAL AFFORDABLE RENT		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
AFFORDABLE HOUSING CAPITAL VALUE		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
TOTAL HOUSING		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0.0	#DIV/0!	#DIV/0!	£
Commercial Land Capital Income						£ per Acre	Indexed £500,000	Net Acres		£
Other Forms of Grant Funding Social Housing Grant Residual Surplus (from Previous Phase)										
		#DIV/0!	0	#DIV/0!	#DIV/0!	0	0	#DIV/0!	#DIV/0!	£
Gross Ht/ Acres						57.35	92.15	#DIV/0!		
Average market units sales values psf									3.50%	£0
Legal and Marketing Fees (Open Market Housing) @									0.50%	£0
Affordable Housing Transaction Costs										£0
Base Build Costs Market Housing (incl external works, CFSH Code 3) £ per sq ft @										£0
Base Build Costs Market Flats (incl external works, CFSH Code 3) £ per sq ft @										£0
Base Build Costs Affordable Housing (incl external works, CFSH Code 3) £ per sq ft @										£0
Base Build Costs Affordable Flats (incl external works, CFSH Code 3) £ per sq ft @										£0
Standard Construction for Extra-care / Vulnerable Groups - Flats - inc. external and contingency										£0
									#DIV/0!	
Environmental Requirements Costs						per Unit	Units	£0	£0	£0
Construction Fees						1.75%		£0		
Architects & Planning						1.75%		£0		
Quantity Surveyor						1.75%		£0		
Engineers						2.75%		£0		
Proj Management & CDM						7.0%		£0		£0
Open Market Dwelling Profit						20.0%		£0		
Affordable Housing Profit						5.0%		£0		
Commercial Land Profit						15.0%		£0		£0
						#DIV/0!			£0	
Gross Clean Serviced Value										£0
Infrastructure Costs									£0	
Section 106 Costs									£0	
Construction Finance Costs (Finance as % of Total Costs)						3.0%	(£292,346)	(£292,346)	(£292,346)	(£292,346)
Residual Land Value										(£292,346)
BENCHMARK LAND VALUE						per Gross Acre	Acres			
Plus Land Indemnities						£100,000	92.15		£9,215,000	
SUIT @						0.0%	£0		£0	
Legals						4.0%			£368,600	
						1.75%			£161,253	
Surplus / Deficit										£10,037,208
VIABLE / NON-VIABLE?										NON-VIABLE

	Base	Review	% Movement	Hybrid
Savills Land Price Index	1.0	1.00	0.0%	0.0%
Land Registry Index	1.0	1.00	0.0%	

	Base	Review	% Movement	Hybrid
Ashford Commercial Rent	20.0	20.00	0.0%	0.0%
Ashford Retail Rent	70.0	70.00	0.0%	

BCS Analysis

BCS Base Costs - 2 Year Minimum Age of Build

	Original Average R2	T/O Rate
	£114.00	88.66
Estate Housing - Generally	£114.00	
Flats (Apartments) - 1 to 2 Storey	£114.00	

Review Phase 2 BCS Costs			BCS MOVEMENT					BCS FIGURE
			House Movement		Flat Movement		E/O Quality Induced	
	Median Average R2	Median Average R2	Locational Weighting	N/A to GIA	Plus External Costs			
			1.14	15%	32%			
Estate Housing - Generally	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Flats (Apartments) - 1 to 2 Storey	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Nursing Homes, Convalescent Homes, Short Stay Medical Homes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	

Review Phase 3 BCS Costs		BCS MOVEMENT						BCS FIGURE
		House Movement		Flat Movement		E/O Quality Induced		
		Median Average R2	Median Average R2	Locational Weighting 3.14	N/A to GIA 15%	Plus External Costs 32%	E/O Quality Induced £0.00	
Estate Housing - Generally		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Flats (Apartments) - 1 to 2 Storey		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Nursing Homes, Convalescent Homes, Short Stay Medical Homes		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Review Phase 4 BCS Costs			BCS MOVEMENT					BCS FIGURES
			House Movement		Flat Movement		E/O Quality Induced	
	Median Average R2	Median Average R2	Locational Weighting R1.5	N/A to GIA 15%	Plus External Costs 27%		£0.00	
Estate Housing - Generally	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Flats (Apartments) - 1 to 2 Storey	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Nursing Homes, Convalescent Homes, Short Stay Medical Homes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	

Review Phase 5 BCS Costs			BCS MOVEMENT					BCS FIGURE
			House Movement		Flat Movement		E/O Quality Induced	
	Median Average R2	Median Average R2	Locational Weighting	N/A to GIA	Plus External Costs	E/O Quality Induced		
			1.14	15%	32%	£0.00		
Estate Housing - Generally	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Flats (Apartments) - 1 to 2 Storey	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Nursing Homes, Convalescent Homes, Short Stay Medical Homes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	

Resident Phase 6 BCS Costs			BCS MOVEMENT					BCS FIGURE
			House Movement		Flat Movement		E/O Quality Induced	
	Median Average R2	Median Average R2	Locational Weighting	N/A to GIA	Plus External Costs	E/O Quality Induced		
			1.14	15%	32%	£0.00		
Estate Housing - Generally	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Flats (Apartments) - 1 to 2 Storey	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Nursing Homes, Convalescent Homes, Short Stay Medical Homes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	

Review Phase 7 BCS Costs			BCS MOVEMENT					
			House Movement	Flat Movement				
			-100.0%	-100.0%			-100.0%	
	Median Average R12	Median Average R12	Locational Weighting	N/A to GIA	Plus External Costs	E/O Quality Induced		BCS FIGURE
			1.14	15%	32%			
Estate Housing - Generally	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Flats (Apartments) - 1 to 2 Storey	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Nursing Homes, Convalescent Homes, Short Stay Medical Homes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Review Phase 8 BCS Costs		BCS MOVEMENT						BCS FIGURE
		House Movement		Flat Movement		E/O Quality Induced		
	Median Average R2	Median Average R2	Locational Weighting	N/A to GIA	Plus External Costs			
			1.14	15%	32%	£0.00		
Estate Housing - Generally	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Flats (Apartments) - 1 to 2 Storey	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Nursing Homes, Convalescent Homes, Short Stay Medical Homes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	

Review Phase 9 BCS Costs			BCS MOVEMENT					BCS FIGURE	
			House Movement		Flat Movement		E/O Quality		
			Median Average M2	Median Average R2	Locational Weighting 1.14	N/A to GIA 15%	Plus External Costs 32%	Induced £0.00	
Estate Housing - Generally			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Flats (Apartments) - 1 to 2 Storey			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Nursing Homes, Convalescent Homes, Short Stay Medical Homes			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Review Phase 10 BCS Costs			BCS MOVEMENT					BCS FIGURE
			House Movement		Flat Movement		E/O Quality Induced	
	Median Average R2	Median Average R2	Locational Weighting 1:14	N/A to GIA 15%	Plus External Costs 32%			
Estate Housing - Generally	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Flats (Apartments) - 1 to 2 Storey	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Nursing Homes, Convalescent Homes, Short Stay Medical Homes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	

Review Phase 2 Mix				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			#DIV/0!	
2 Bed Apartment			#DIV/0!	
2 Flats-over-Garages			#DIV/0!	
2 Bed Houses			#DIV/0!	
3 Bed Houses			#DIV/0!	
4 Bed Houses			#DIV/0!	
5 Bed Houses			#DIV/0!	
6 Bed Houses			#DIV/0!	
0	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
0	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
0	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
0	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 3 Mix				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			#DIV/0!	
2 Bed Apartment			#DIV/0!	
2 Flats-over-Garages			#DIV/0!	
2 Bed Houses			#DIV/0!	
3 Bed Houses			#DIV/0!	
4 Bed Houses			#DIV/0!	
5 Bed Houses			#DIV/0!	
6 Bed Houses			#DIV/0!	
0	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
0	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
0	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
0	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 4 Mix				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed over-Garages			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 5 Mix				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed over-Garages			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 6 Data				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Flats-over-Garages			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
6 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 7 Data				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Flats-over-Garages			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
6 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per ft2	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 8 Mix				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Flats-over-Garages			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 9 Mix				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Flats-over-Garages			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	#DIV/0!	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
	0	0	#DIV/0!	£0
TOTAL	0	0	#DIV/0!	0

Review Phase 10 Mix				
MARKET HOUSING				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Flats-over-Garages			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	

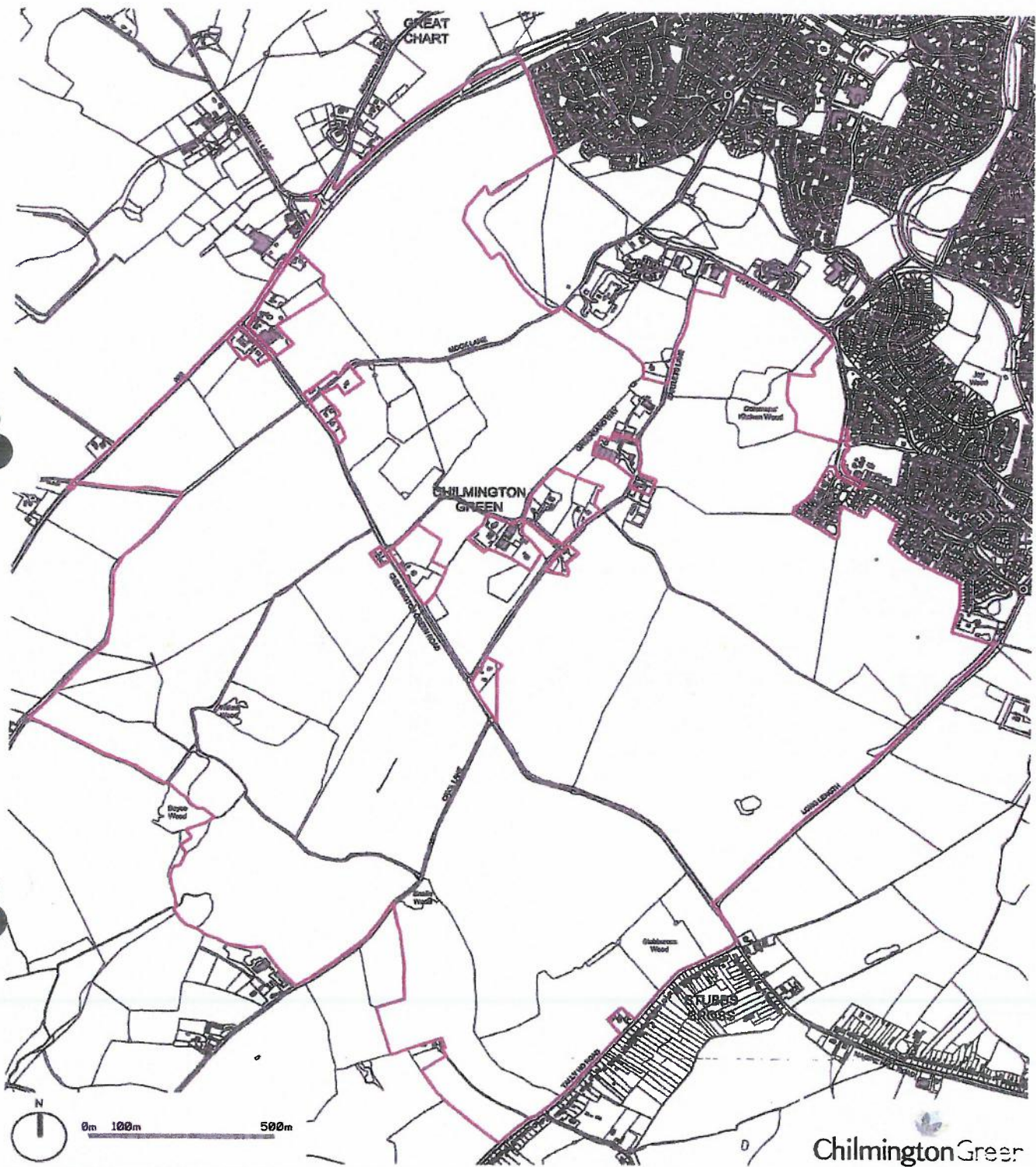
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	SDV/01	£0
AFFORDABLE RENT				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	SDV/01	£0
SHARED OWNERSHIP				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
2 Bed Houses			£0.00	
3 Bed Houses			£0.00	
4 Bed Houses			£0.00	
5 Bed Houses			£0.00	
	0	0	SDV/01	£0
EXTRA CARE				
Unit Type	Number Units	Total Square Feet	£ per sq ft	Total GDV
1 Bed Apartment			£0.00	
2 Bed Apartment			£0.00	
3 Bed Apartment			£0.00	
	0	0	SDV/01	£0
TOTAL	0	0	SDV/01	0

SCHEDULE 50
Form P1

Form P1

Name of Contribution	Identity of Payee / Paying Owner	Provisions of Agreement	Whether includes indexation and interest (if any due)

Annex 1
Site Plan



Chilmington Green

NOTES
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Site boundary

Chilmington Green Consortium



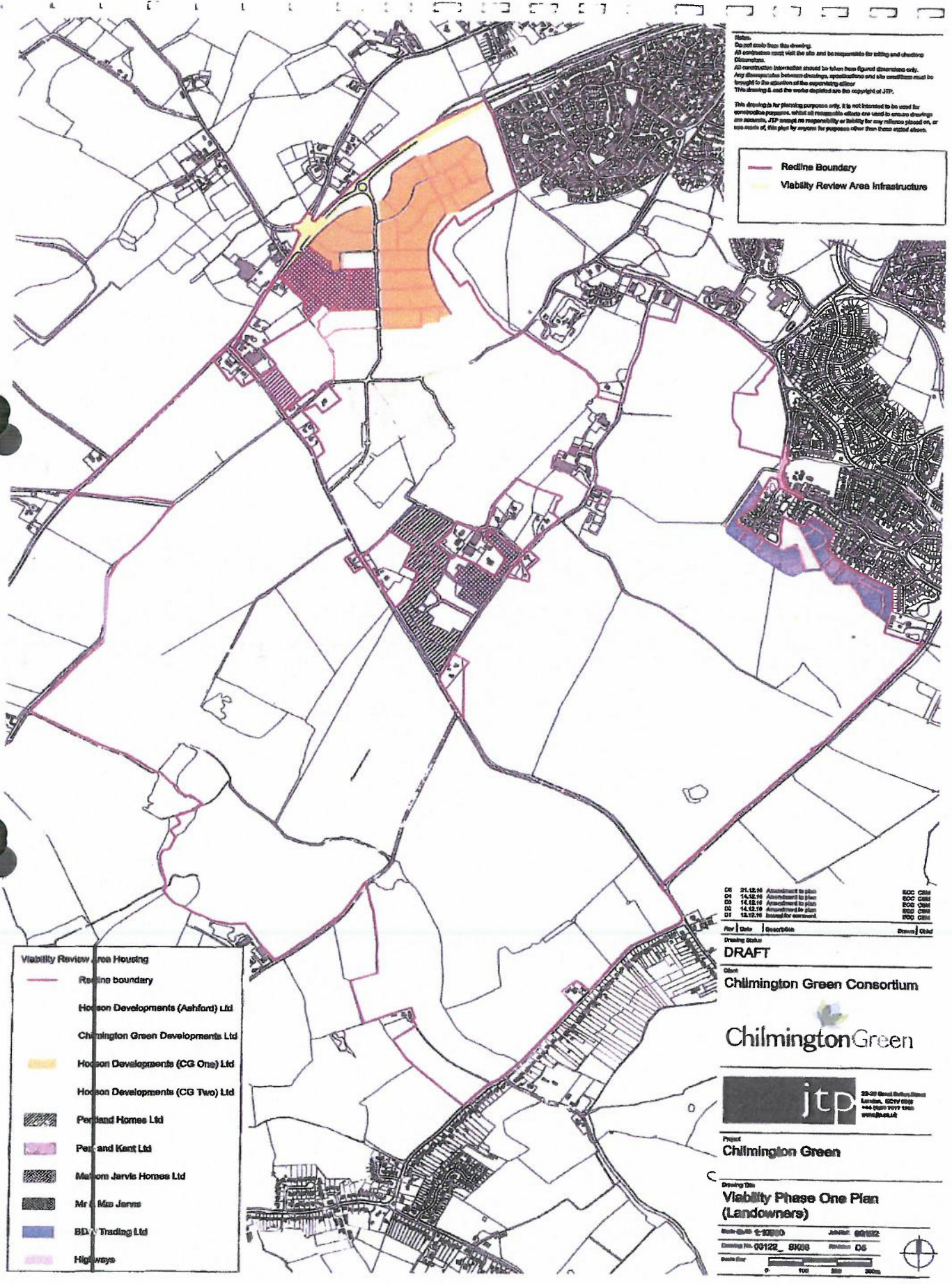
23-25 Great Sutton Street, London, EC1V 6EN T: +44 (0)20 7617 1700 F: +44 (0)20 7617 1701 W: www.jtp.co.uk

John Thompson & Partners

Chilmington Green, Ashford	JOHN THOMPSON & PARTNERS
AD 102 PLH.CG ECC	CSM
Scale 1:10,000	Date 03/11/2018
Drawing No. 0010_0010	P1

OPA01R5: Application Boundary Plan

Annex 2
Viability Phase One Plan



Notes:
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 All construction must be in accordance with the approved planning permission.
 All construction information should be taken from the approved planning permission.
 Any discrepancies between drawings, specifications and the conditions must be brought to the attention of the engineering officer.
 This drawing is for planning purposes only. It is not intended to be used for construction purposes, without the necessary advice and consent of the engineering officer.
 This drawing is for planning purposes only. It is not intended to be used for construction purposes, without the necessary advice and consent of the engineering officer.

Legend
 Redline Boundary
 Viability Review Area Infrastructure

Viability Review Area Housing

- Redline boundary
- Hodson Developments (Aahford) Ltd
- Chilmington Green Developments Ltd
- Hodson Developments (CG One) Ltd
- Hodson Developments (CG Two) Ltd
- Portland Homes Ltd
- Peri and Kent Ltd
- Mellom Jarvis Homes Ltd
- Mr & Mrs Jones
- BL Trading Ltd
- Highways

Rev	Date	Description	Drawn	Check
01	21.12.16	Amendment to plan	ECC	CHM
02	14.12.16	Amendment to plan	BOG	CHM
03	14.12.16	Amendment to plan	BOG	CHM
04	14.12.16	Amendment to plan	BOG	CHM
05	12.12.16	Issued for comment	BOG	CHM

DRAFT
 Chilmington Green Consortium

ChilmingtonGreen

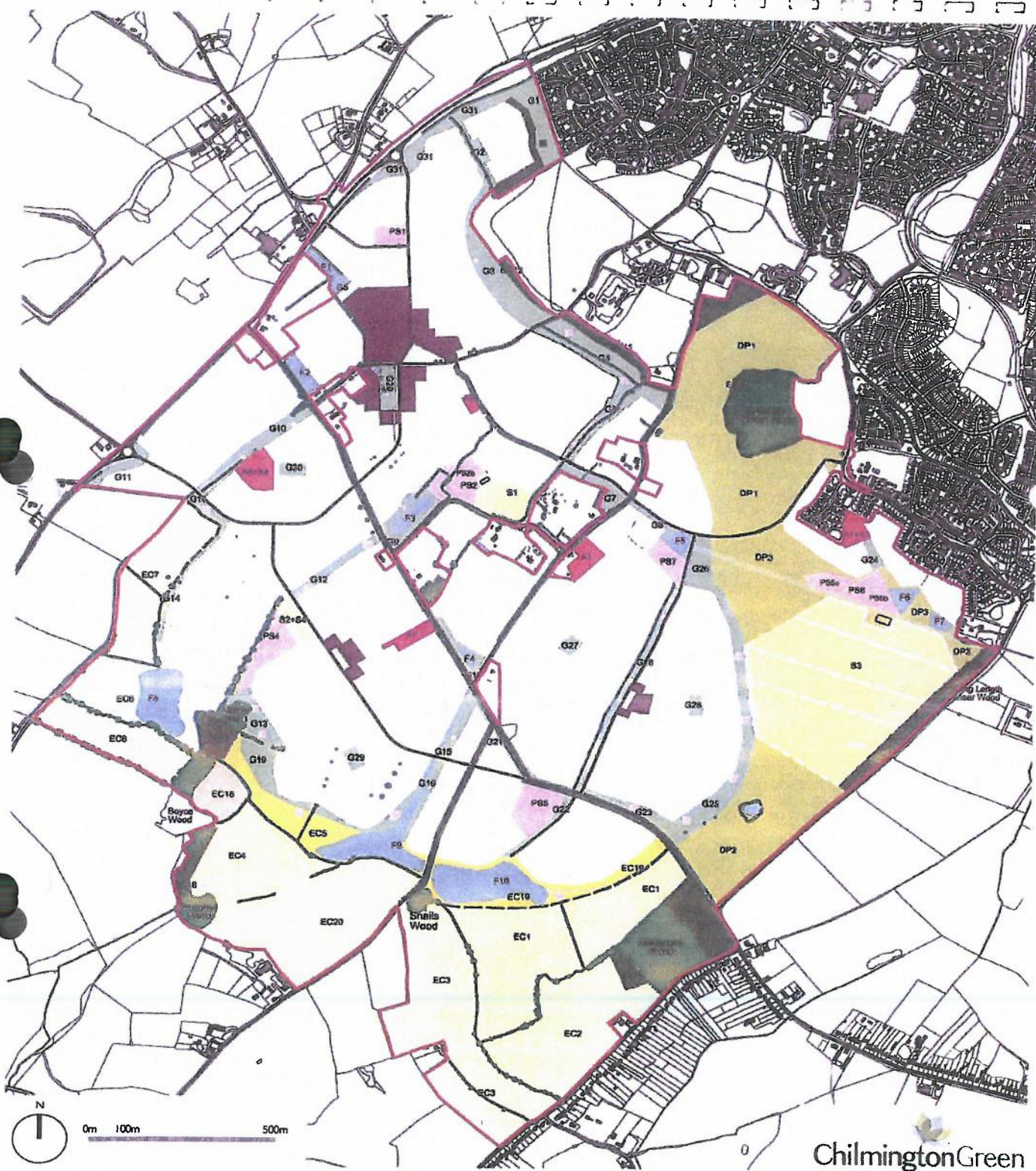
jtp 25-01 Great Eastern Street
 London, EC2A 4EJ
 Tel: 020 7460 1100
 www.jtp.co.uk

Project
 Chilmington Green

Drawing Title
 Viability Phase One Plan
 (Landowners)

Scale: 1:1000
 Drawing No: 00122 - 8000
 Revision: 05
 Date: 01/12/16

Annex 3
Plan OPA06R rev. P2



ChilmingtonGreen

Chilmington Green Consortium

turkington martin

Original plan drawn by Turkington Martin and amended by JTP 28.11.15

CH 2.05, Chester House, Kensington Park, 1-3 Brian Road, London, SW9 6DE T: +44 (0)20 3587 0050 W: www.turkingtonmartin.com

TURKINGTON MARTIN / JTP			
Job No	00122	Drawn	ECC
Client	CSM	Checked	CSM
Drawing Title	Chilmington Green, Ashford	Date	28/11/2015
Scale	1:10,000	Revision	P2
Drawing No.	00102_OPA_06R2		

OPA06R2: Open Space Plan

NOTES

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- Site boundary
- Allocments
- Discovery Park
- Ecologically Managed Farmland
- Long and Open Grassland
- Species Rich Grassland
- Flooded Meadow Ecology Park
- Proposed Woodland
- Watercourses
- Flood Attenuation
- Publicly Accessible SuDS margin (freeboard)
- Green Space
- Play Spaces
- Outdoor Sports Pitches
- Existing Woodland
- Hedgerows

Annex 4

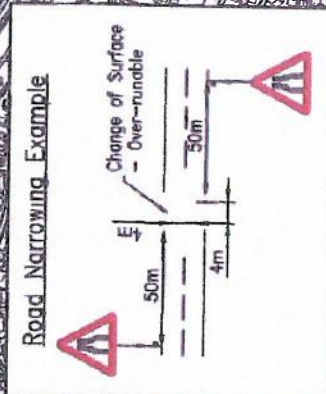
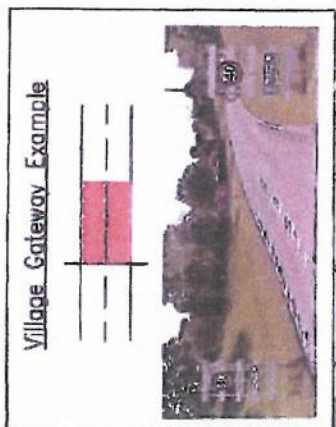
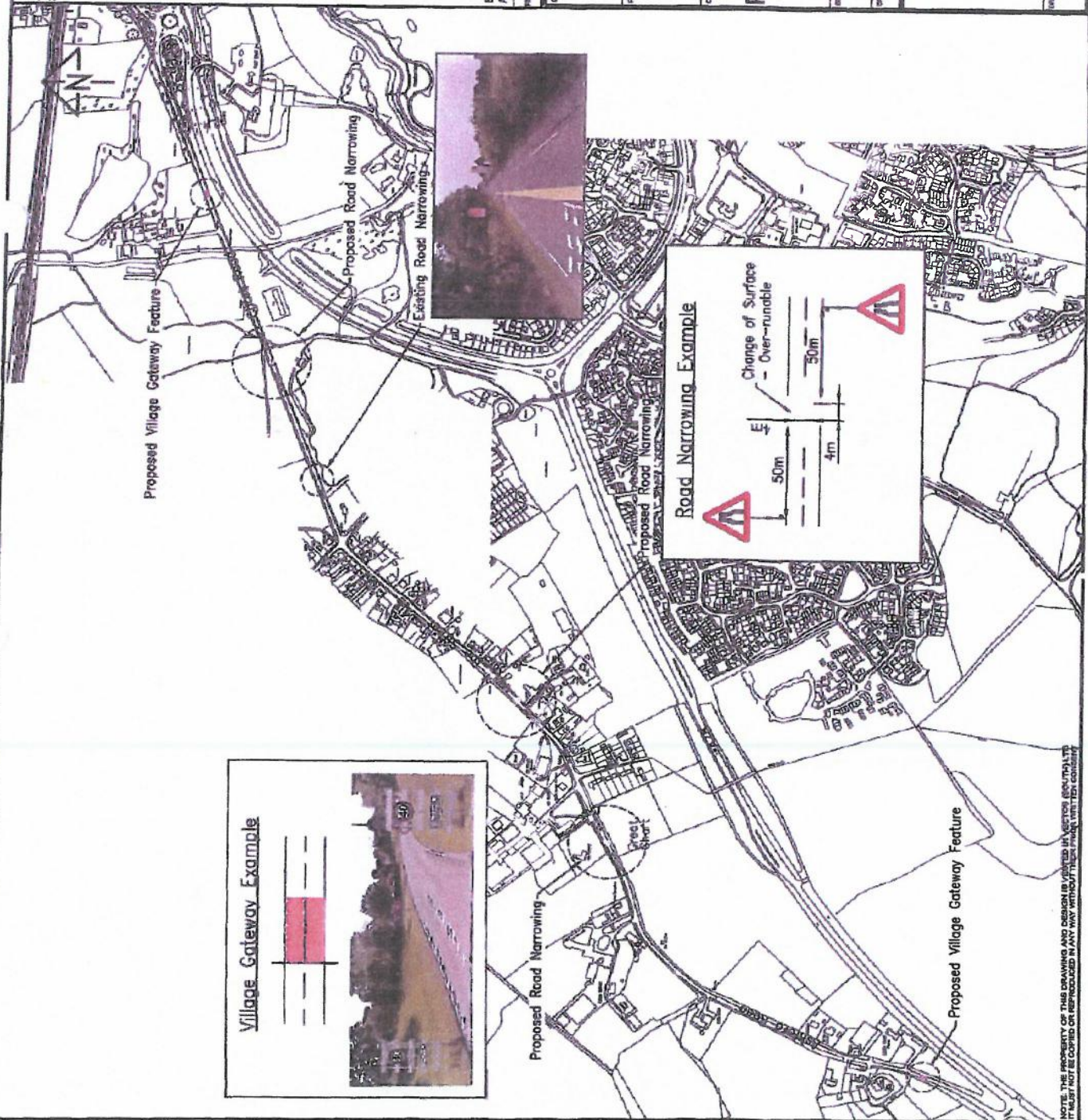
Plans 131065-A-24-Rev B, 131065-A-25-Rev B, 131065-A-59 and 131065-A-60-Rev A

Notes:
 1. This is not a consultation drawing and is intended for illustrative purposes only.
 2. Widths are indicative only.

DRAFT
 FOR INFORMATION ONLY

REV	DETAILS	ISSUED	DATE
B	Changes changed to Narrowings	JM	15/05/2014
A	Proposed Road narrowing added	JM	15/11/2013

CLIENT	Chilmington Green Consortium
PROJECT	Chilmington Green
DESIGNED BY	Proposed Traffic Calming Scheme Great Chart
SCALE	NTS at A3
DATE	21/10/2013
DESIGNED BY	JM
CHECKED BY	SMC
DATE	21/10/2013
DESIGNED BY	vectoros
transport planning specialists	
Network Building, 57 Tottenham Court Road, London W1T 4TP	
t: 020 7580 7573	
e: enquiries@vectoros.co.uk	
PROJECT NO.	131065/A/24
REVISION	B



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NOTES.

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2. Width being in inches only.

FOR INFORMATION ONLY

ENTRY	DATE
Western Village Gateway moved west of Tully Ho Road. Footway to Development Boundary added	19/05/2014
	19/11/2013

Chilmington Green Consortium

Chilmington Green

**Proposed Traffic Calming &
Off-Site Highway Works
Magpie Hall Rd**

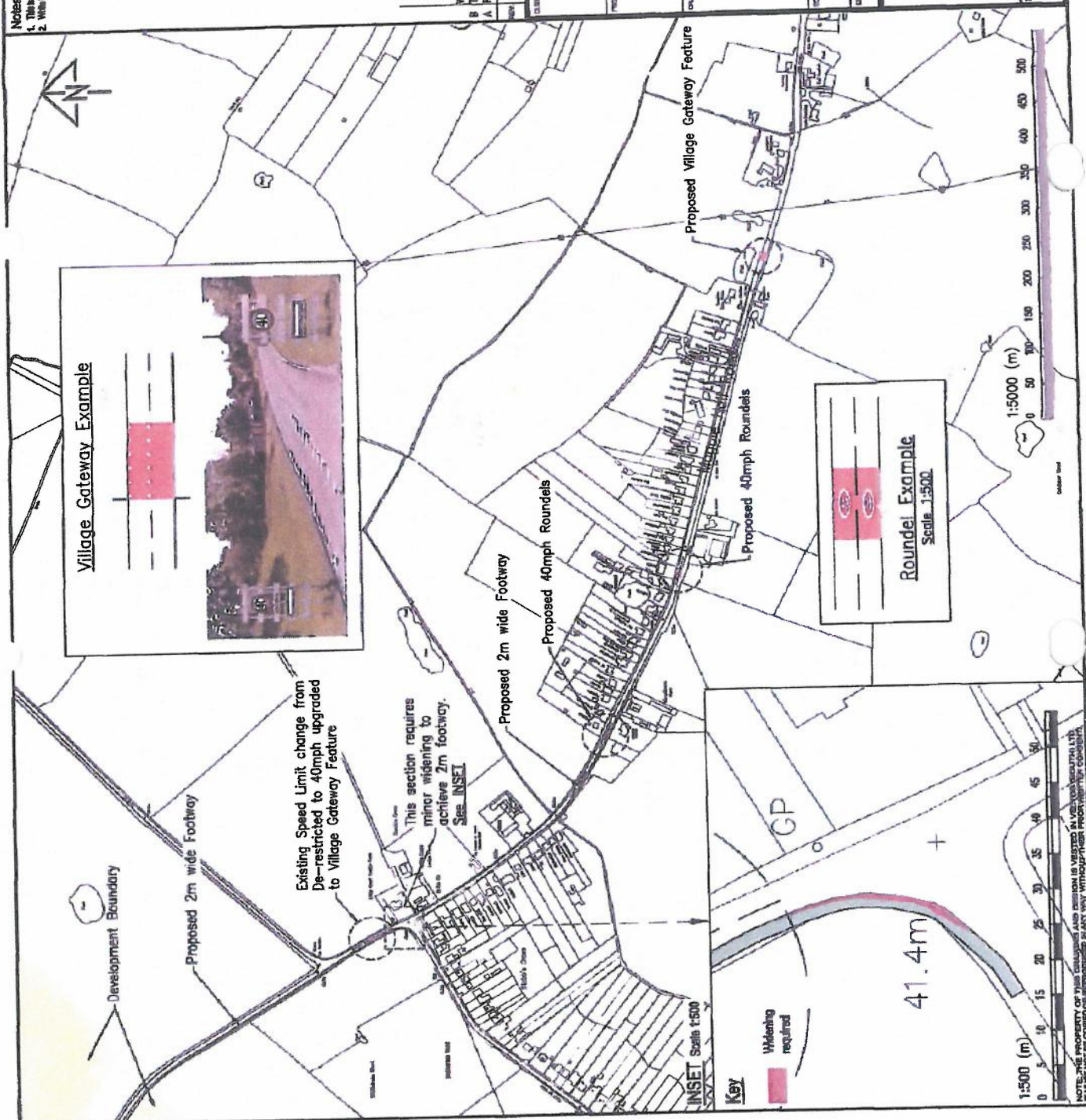
1:5000 at A3

DATE	21/10/2013
Q-INDEX	SMC
WIP	



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e: enquiries@vectors.co.uk
t: 020 7580 7373

131065/A/25



Village Gateway Example



Proposed Village Gateway Feature

Proposed Village Gateway Feature

Proposed Village Gateway Feature

Notes:

1. This is a consultation drawing and is intended for illustrative purposes only.
2. While this is illustrative only.

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FOR INFORMATION ONLY

DATE	DESIGNED	CHECKED	DATE

Chilmington Green Consortium

Chilmington Green

Proposed Traffic Calming &
Off-Site Highway Works - Tally Ho
Road/Woodchurch Road/Hornash
Lane (Retain 40mph Speed Limit)

1:2500 at A3

DATE	DESIGNED	CHECKED	DATE
08/04/2014	CS	JM	



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131065/A/59

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NO.	DETAILS	DESIGNED	CHECKED	DATE
A	Changes reduced with Narrowings, moved further out.	JM	ID	16/02/2014

CLIENT
Chilmington Green Consortium

PROJECT
Chilmington Green

DRAWING TITLE
Proposed Traffic Calming & Off-Site Highway Works - Tally Ho Road/Woodchurch Road/Hornash Lane (Reduce Speed Limit to 30mph)

SCALE
1:2500 at A3

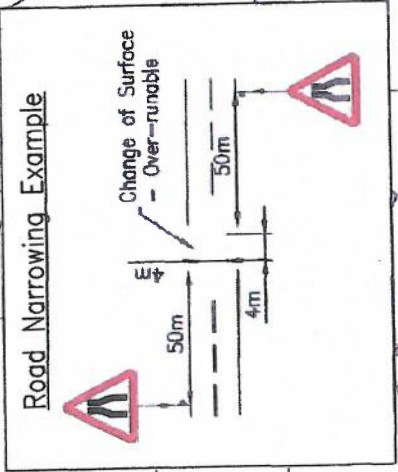
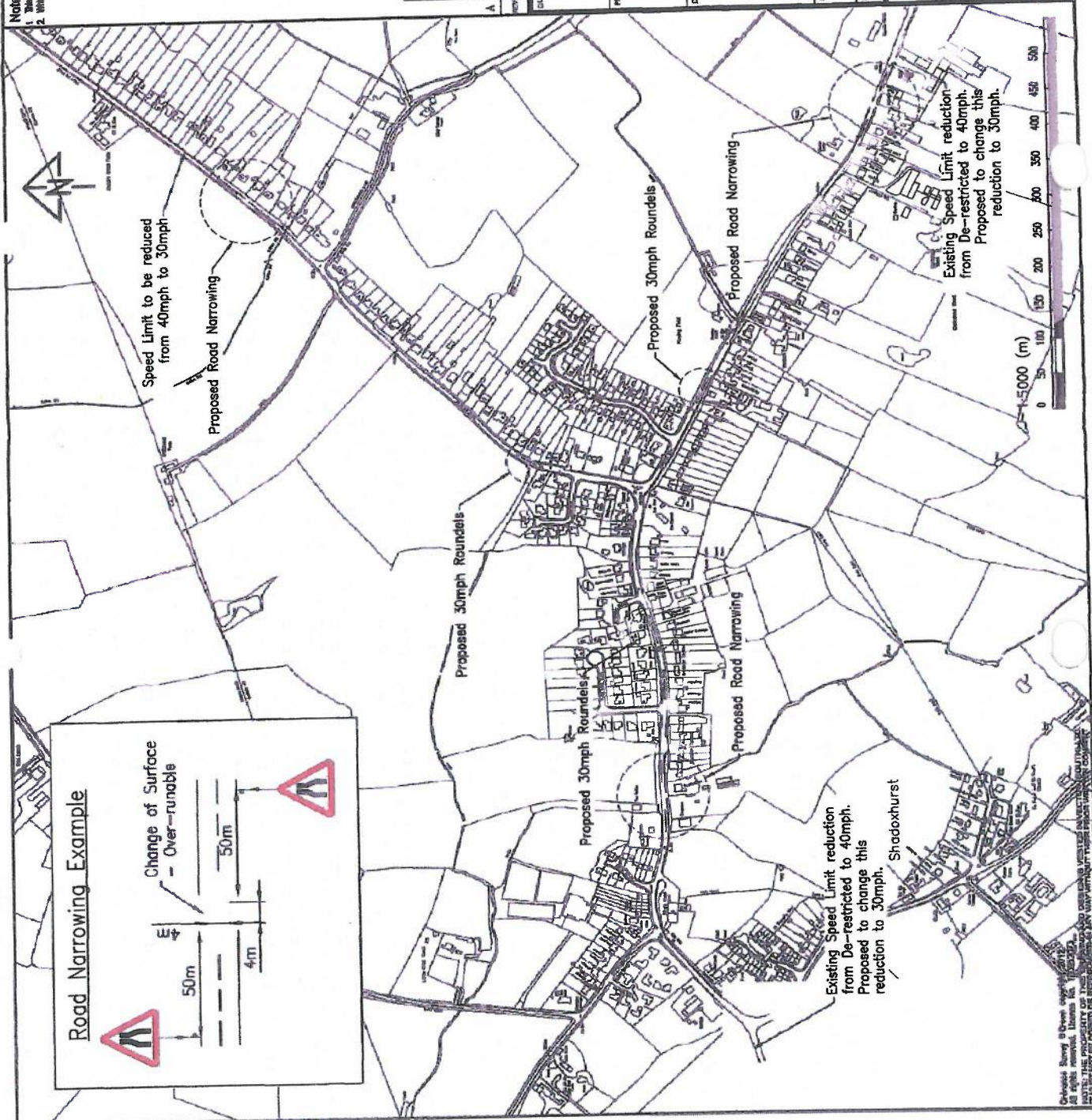
DATE	DESIGNED	CHECKED	DATE
08/04/2014	JM	CS	08/04/2014



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 e: enquiries@vectors.co.uk

DRAWING NUMBER
131065/A/60

REVISION
A



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Annex 5
Plan 131065/A/23 rev A

Notes:
 1. This is a consultation drawing and is intended for illustrative purposes only.
 2. White lines indicate the route.
 3. Based on 2014-15-16 BUS ROUTE PHASING - 1 by WSP.

A	Route lengths added	JM	CS	22/01/2015
REV	DETAILS	DRAWN	CHECKED	DATE

CLIENT	Chilmington Green Consortium				
PROJECT	Chilmington Green				
DRAWING TITLE	Phased High Frequency Bus Service Route				
SCALE	NTS at A3				
DRAWN	JM	CHECKED	CS	DATE	09/10/2013

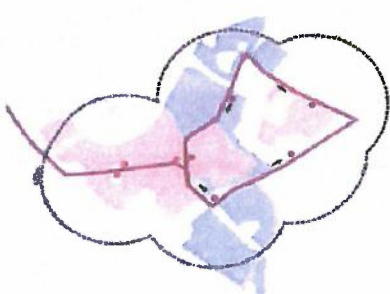
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 transport planning specialists

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 t: 020 7580 7373
 e: enquiries@vectors.co.uk

DRAWING NUMBER: 131065/A/23

REVISION: A

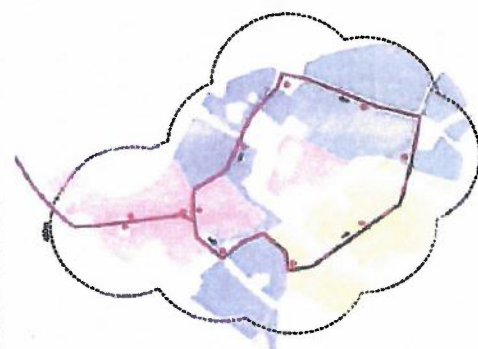
PHASE 2



Length of Phase 2
 Starting at and returning to Northern
 Access Roundabout = 4100m

KEY
 — Bus Route
 • Bus Stop

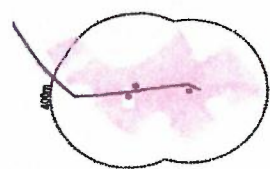
PHASE 4



Length of Phase 4
 Starting at and returning to Northern
 Access Roundabout = 5300m

KEY
 — Bus Route
 • Bus Stop

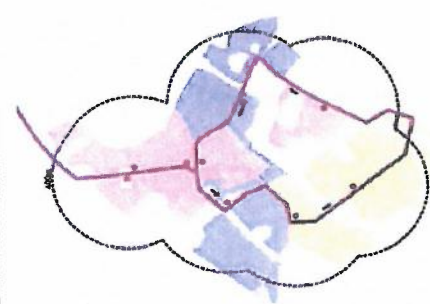
PHASE 1



Length of Phase 1
 Starting at and returning to Northern
 Access Roundabout = 1300m

KEY
 — Bus Route
 • Bus Stop

PHASE 3



Length of Phase 3
 Starting at and returning to Northern
 Access Roundabout = 5000m

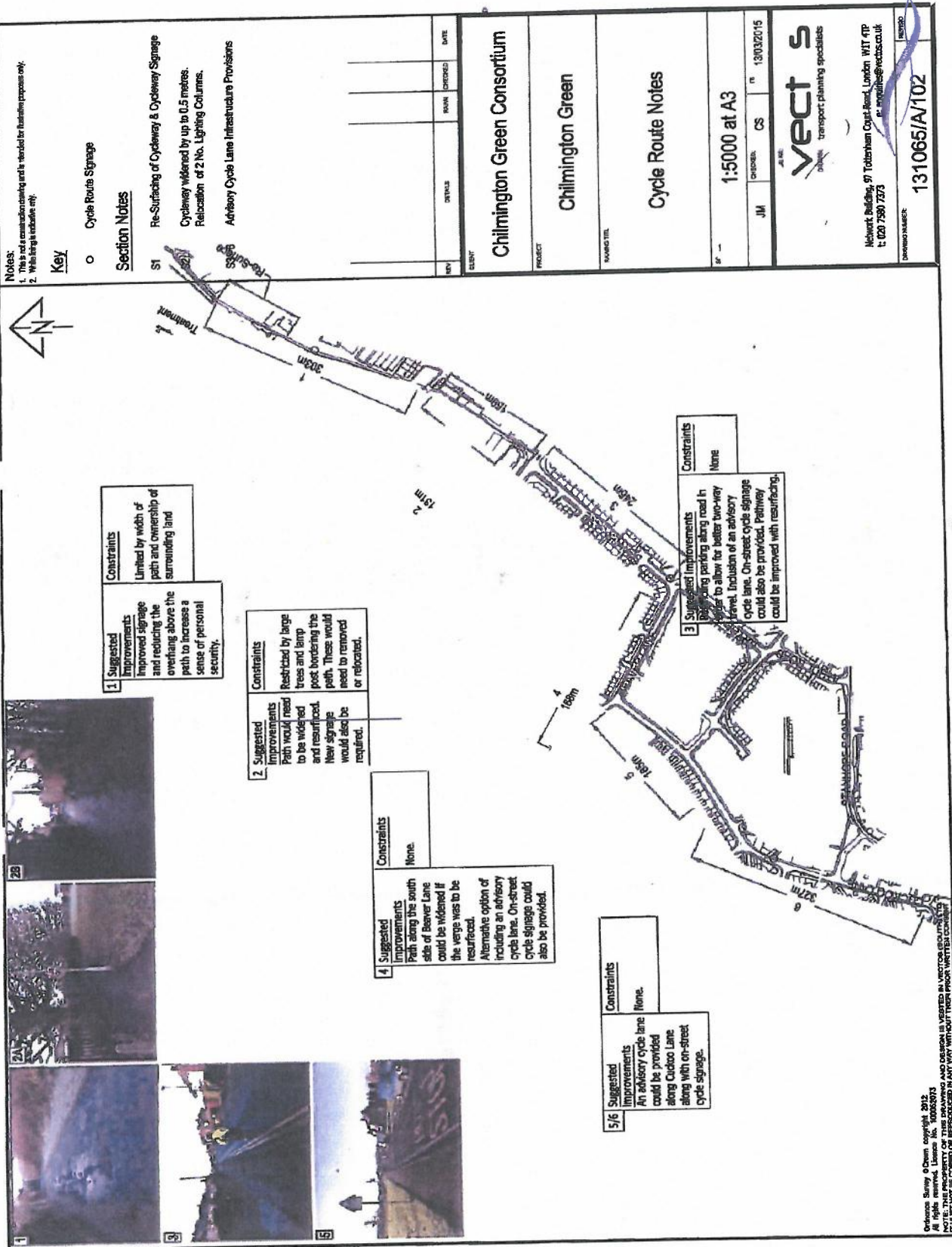
KEY
 — Bus Route
 • Bus Stop

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Annex 6
Land Ownership Plan One

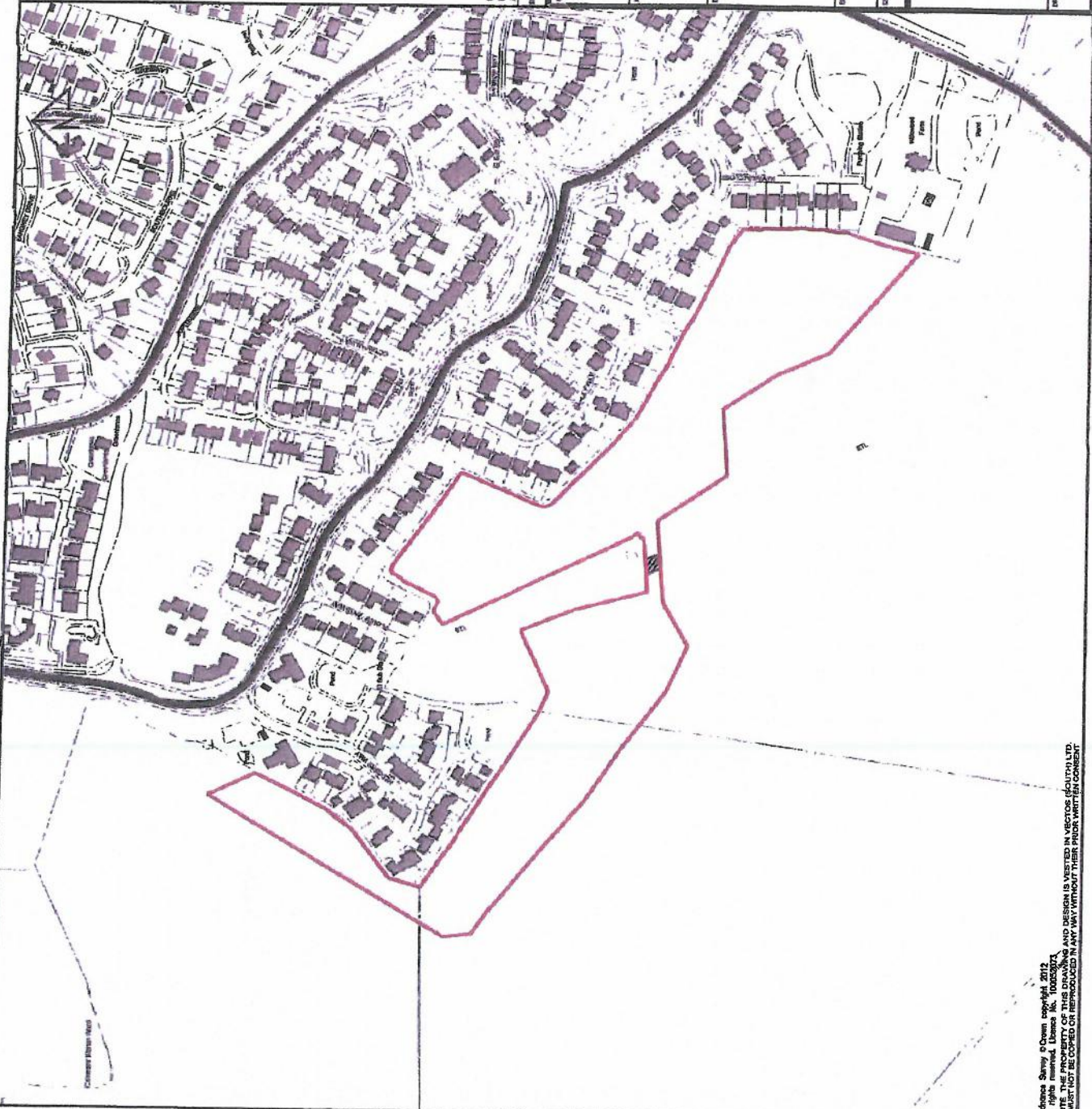
Annex 7
Land Ownership Plan Two

Annex 8
Plan 131065/A/102 and 131065/A/84



Annex 9
BDW Agreement To Acquire Plan One

Notes



C	BOUNDARY LINE AMENDED	TW	SR	14.12.10
	BOUNDARY LINE AMENDED	TW	SR	14.12.10
	BOUNDARY LINE AMENDED	TW	SR	14.12.10
	BOUNDARY LINE AMENDED	TW	SR	14.12.10
DETAILS		CREATED		DATE
REV		CREATED		DATE

CLIENT		Chilmington Green Consortium	
PROJECT		Chilmington Green	
DRAWING TITLE		Plan 1 Hodson to Barratt	
SCALE		1:2500 at A3	
DRAWN	TW	REVIEWED	SR
DATE		05.08.2010	
DRAWING NUMBER		VD15279/LP2/001	
REVISION		C	

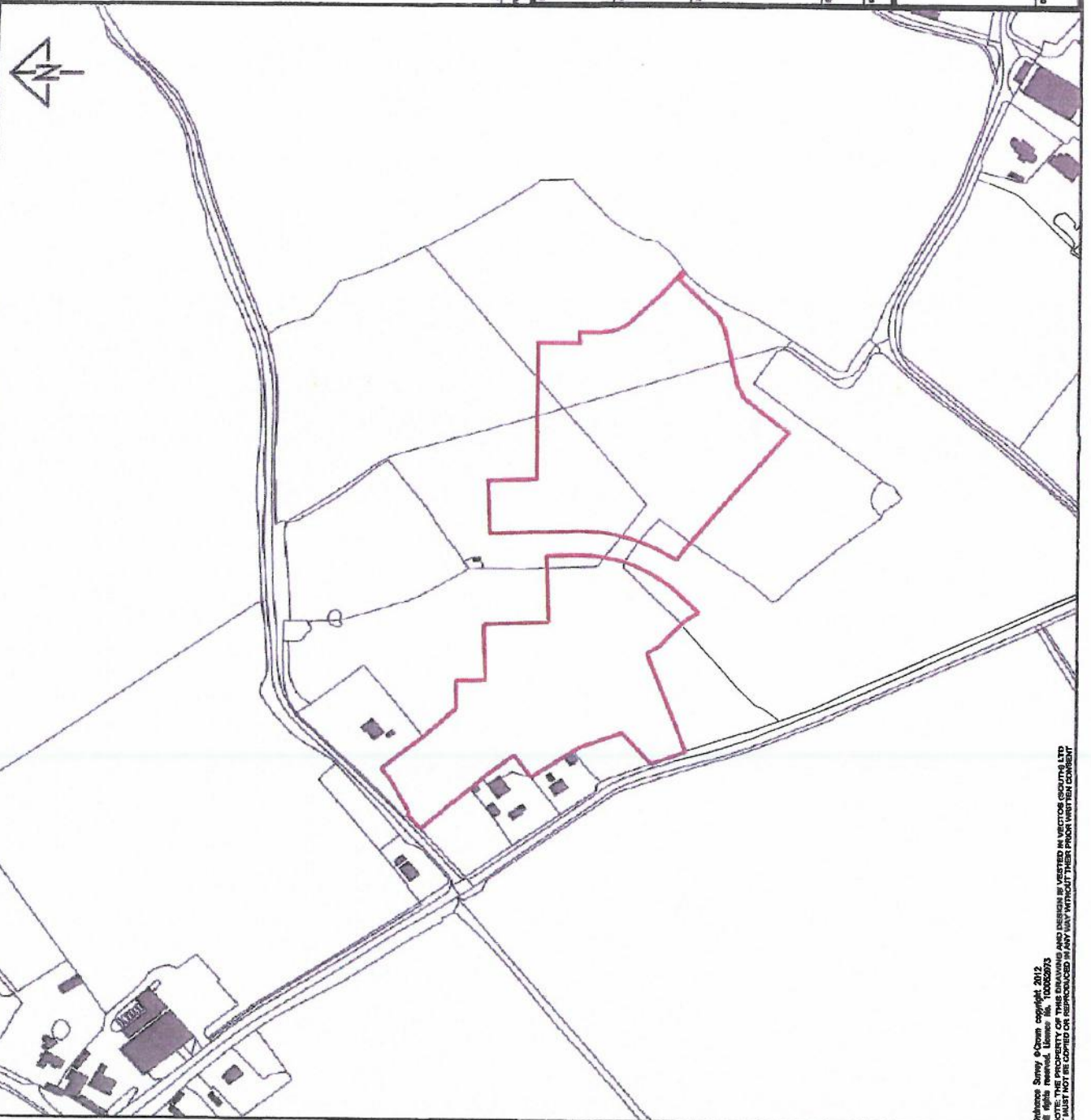


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Annex 10
BDW Agreement To Acquire Plan Two

Notes



REV	REVISION	TW	SR	DATE
1	Land parcel / reserved			11.08.14

CLIENT	Chilmington Green Consortium
SPECIFIC	Chilmington Green
CONTRACT TITLE	Plan 2.2 Hodson SPV to Barratt
SCALE	1:2500 at A3
DESIGNED BY	TW
DESIGNED DATE	05.08.2015

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transport planning specialists

Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7380 7373 e: enquiries@vector.co.uk

DRAWING NUMBER: **VD15279/LP2/002.2**

REVISION: **A**

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Annex 11
BDW Agreement To Acquire Plan Three

Notes:



REV	DETAILS	TW	SR	DATE
A	BOUNDARY LINE AMENDED			

CLIENT	
Chilmington Green Consortium	
PROJECT	
Chilmington Green	
DRAWING TITLE	
Plan 3 Hodson to Barratt	
SCALE	
1:2500 at A3	
DRAWN	DATE
TW	05.08.2016
CHECKED	SR
	
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DRAWING NUMBER	REV
VD15279/LP2/003	A

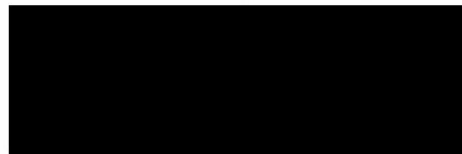
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EXECUTED AS A DEED BY

HODSON DEVELOPMENTS (ASHFORD) LIMITED

Acting by

Director



Print Name

Alan Hodson

~~Director/Secretary~~

In the presence of a witness
Witness name Nick Mansy

~~Print Name~~

Witness signature [Redacted]
Witness address 16 Great Queen St.
London

EXECUTED AS A DEED BY

HODSON DEVELOPMENTS (CG ONE) LIMITED

Acting by

Director



Print Name

Alan Hodson

~~Director/Secretary~~

In the presence of a witness
Witness name Nick Mansy

~~Print Name~~

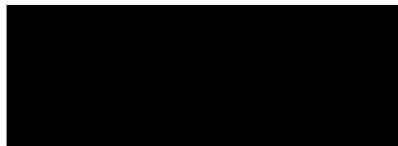
Witness signature [Redacted]
Witness address 16 Great Queen St.
London

EXECUTED AS A DEED BY

HODSON DEVELOPMENTS (CG TWO) LIMITED

Acting by

Director



Print Name

ALAN HODSON

~~Director/Secretary~~

~~Print Name~~

in the presence of a witness
Witness signature



Witness name NDP Mander

Witness address 16 Great Queen St
London

EXECUTED AS A DEED BY

CHILMINGTON GREEN DEVELOPMENTS LIMITED

Acting by

Director



Print Name

ALAN HODSON

~~Director/Secretary~~

~~Print Name~~

in the presence of a witness
Witness signature



Witness name Nick Mander

Witness address 16 Great Queen St
London

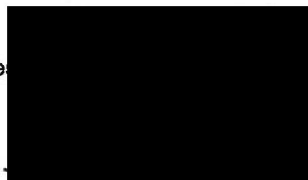
SIGNED AS A DEED by:

MALCOLM COLIN JOHN JARVIS

Signature..



In the pre



Signature of witness

Name in (BLOCK CAPITALS) *ANDREW DANEK*

Address *11 BANK ST. ASHFORD*

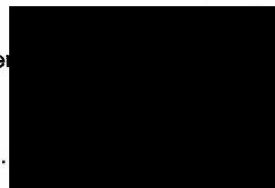
SIGNED AS A DEED by:

BEVERLEY JUNE JARVIS

Signature.



In the present



Signature of witness

Name in (BLOCK CAPITALS) *ANDREW DANEK*

Address *11 BANK ST. ASHFORD*

EXECUTED AS A DEED BY
MALCOLM JARVIS HOMES LIMITED

Acting by

Director



Print Name

MALCOLM JARVIS

Director/Secretary



Print Name

SAM JARVIS

EXECUTED AS A DEED BY
PENTLAND KENT LIMITED

Acting by

Director



Print Name

M. J. HART

Director/Secretary

in the presence of a witness

Print Name

witness name EDMUND WILLY

witness signature



witness address 18 GREAT QUEEN
STREET, LONDON
WC2B 5DG

EXECUTED AS A DEED BY
PENTLAND HOMES LIMITED

Acting by

Director

Print Name

M. J. HART

~~Director/Secretary~~

in the presence of a witness

Witness name EDMUND WILLIS

Print Name

witness signature

Witness address 15 GREAT QUEEN
STREET, LONDON
WC2B 5JG

EXECUTED AS A DEED BY
CHELMDEN LIMITED

Acting by

Director

Print Name

A J PULLEN

~~Director/Secretary~~

Print Name

PM PULLEN

EXECUTED AS A DEED BY

BDW TRADING LIMITED

Acting by

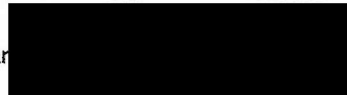
Director



Print Name

MARK BAILEY

Director/Secretary



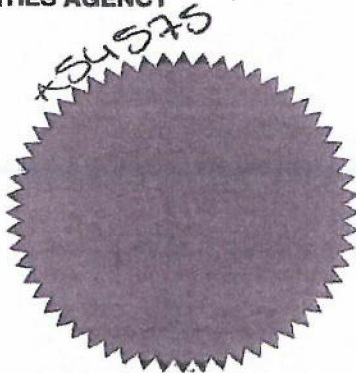
Print Name

P. HUTINEN

THE COMMON SEAL OF

HOMES AND COMMUNITIES AGENCY

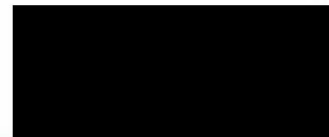
Was hereunto affixed



In the presence of

Authorised Officer

Kirk Howe
Team Leader
Programme Management



EXECUTED AS A DEED BY

TITLESTONE PROPERTY LENDING LIMITED

Acting by

Director

Print Name

ROBERT ORR

In the presence of a witness
Director/Secretary
Witness signature

Print Name

Witness address

EMMA MCINTOSH
SOLICITOR

EXECUTED AS A DEED BY

CLOSE BROTHERS LIMITED

Acting by

Hill Dickinson LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2EW

Director

Print Name

Director/Secretary

Print Name

Executed by Close Brothers Limited as a Deed pursuant to a
Power of Attorney dated 21st December 2016 (filed at Land Registry
Head Office under reference CAS/Close Brothers Limited/2017
pursuant to a facility letter dated 5th January 2017

Authorised Signatory

Name of Signatory

Witnessed by

Name of Witness

SALLY WHITNEY
10 Crown Place, London EC2A 4FT

Authorised Signatory

Name of Signatory

Witnessed by

Name of Witness

SALLY WHITNEY
10 Crown Place, London EC2A 4FT

16 Great Queen St, London,
WC2V 6DG

**THE COMMON SEAL OF
ASHFORD BOROUGH COUNCIL)**

Was hereunto affixed

In the presence of:

Mayor

Solicitor



19,536

**THE COMMON SEAL OF
THE KENT COUNTY COUNCIL**

Was hereunto affixed

In the presence of:

Authorised Officer



14912017