

Dated: 15th of June 2026

WOKINGHAM BOROUGH COUNCIL

- and -

THOMAS ROBERTS

- and -

A1 ROBERTS PROPERTIES LIMITED

Deed of Agreement to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111
Local Government Act 1972
in relation to the proposed development on land at
31 Barkham Ride, Finchampstead, Wokingham RG40 4EX

Planning Reference Number **250267**

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

Legal Services Ref: 34000002/568

This Deed is made the 15th day of June 20 26

BETWEEN

1. **WOKINGHAM BOROUGH COUNCIL** of
Council Offices Shute End Wokingham Berkshire RG40 1WH ("**the Council**")
2. **THOMAS ROBERTS** of Apple Orchard, 31 Barkham Ride, Finchampstead,
Wokingham, Berks RG40 4EX ("**the First Owner**")
3. **A1 ROBERTS PROPERTIES LIMITED** (Co. Regn. No. 06736615) whose
registered office is at 31 Barkham Ride, Finchampstead, Wokingham RG40 4EX
("**the Second Owner**")

The First Owner and the Second Owner shall be known together as "the Owners" in this Deed and the Owners, and Council shall each be known in this Deed as a "Party" (and together, "the Parties") to this Deed.

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The First Owner is the registered freehold owner of part of the Site under Land Registry Title Number BK529322.
4. The Second Owner is the registered freehold owner of part of the Site under Land Registry Title Number BK305934
5. The Planning Application has been made to the Council for planning permission for the Development on the Site.
6. The Site lies within 5kilometres of the Thames Basin Heaths SPA.
7. The purpose of the planning obligations in this Deed is to avoid and mitigate any impact which the Development might otherwise have including that upon the integrity of the Thames Basin Heaths SPA.
8. The Head of Development Management acting under delegated authority of the Council has determined to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

For the purposes of this Deed the following words and expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990, as amended
-------	--

“CIL”	shall mean the planning charge known as the community infrastructure levy introduced by the Community Infrastructure Levy Regulations 2010 (as amended)
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and “Commence”, “Commencement” and “Commence Development” shall be construed accordingly
“Development”	the proposed Demolition of the existing dwelling and material change of use of land as an extension to Victoria Gardens Residential Park Home Estate for the siting of 31 park homes (permanent C3 use class accommodation) and the construction of an ancillary community building (use class F2(b)) and park office (use class Eg(i)) as set out in the Planning Application
“Dwelling”	means any mobile home installed on the Site pursuant to the Planning Permission
“Index”	the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function
“Index-Linked”	means that the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment and increased in accordance with the following formula: Amount Payable = Relevant Amount x (A divided by B) Where the Relevant Amount = the payment to be Index Linked A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed

B = the figure for the Index which applied when the Index was last published prior to the date of this Deed PROVIDED THAT the Index-Linked sum shall never be less than the original sum specified as payable under this Deed

It should be noted that the index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation

“Occupation” and
“Occupied”

means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals

“Owners”

the First Owner and the Second Owner and shall include any successors in title to any of the parties comprised within the definition of the Owners, or any party deriving title from them

“Plan”

the plan attached to this Deed

“Planning Application”

the planning application made under reference **250267** for the Development

“Planning Permission”

the planning permission granted pursuant to the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development

“Site”

the land known as 31 Barkham Ride, Wokingham, RG40 4EX and shown for identification purposes only edged red on the Plan

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.

- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 2.9 References to this Deed include references to its schedules and the schedules form a part of this Deed.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner and its successors in title and assigns and the persons claiming under or through it.
- 3.2 The obligations imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title and assigns and the persons claiming under or through it.

4 CONDITIONALITY

- 4.1 This Deed save for clause 7 which takes immediate effect is conditional upon the grant of the Planning Permission and Commencement of Development.

5 THE OWNER'S COVENANTS

- 5.1 The Owners covenant with the Council as set out in the First Schedule the Second Schedule the Third Schedule and the Fourth Schedule.
- 5.2 The Owners covenant with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:
 - 5.2.1 the date of Commencement of Development
 - 5.2.2 the date of first Occupation of the Dwellings
 - 5.2.3 the date of Occupation of 50% of the Dwellings

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in Part 2 of the Second Schedule and Part 2 of the Fourth Schedule..

7 MISCELLANEOUS

7.1 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.2 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.

7.3 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.

7.4 Where any payment of costs or other payments are to be made by the Owners to the Council such costs and other payments shall be deemed to be reasonable and proper.

7.5 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7.10 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

- 9.1 The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10 INTEREST

- 10.1 Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

11 VAT

- 11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12 JURISDICTION

- 12.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

13 DISPUTE MECHANISM

- 13.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the parties or in the absence of agreement as to the identity of the person by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.
- 13.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by either Party to the President for the time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.
- 13.3 Any person appointed pursuant to this clause 13 shall act as an expert and his decision shall be final and binding on the parties in the absence of manifest error and fraud.

13.4 The expert's costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

13.5 Any expert shall be appointed subject to the express requirements that:

13.5.1 a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 (thirty) Working Days after appointment; and

13.5.2 the expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 (ten) Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further 10 (ten) Working Days.

14 DELIVERY

14.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

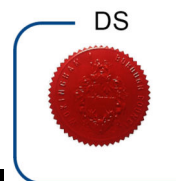
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE COMMON SEAL OF)

WOKINGHAM BOROUGH COUNCIL)

was hereunto affixed in the presence of:)

DocuSigned by:
[Redacted Signature]



DS

37780

Authorised Signatory/ Solicitor Legal Assistant

SIGNED AS A DEED

)

[Redacted Signature]

)

[Redacted Signature]

In the presence of:-

)

Witness Signature:

[Redacted Signature]

Witness Name and Address:

[Redacted Name and Address]

EXECUTED AS A DEED BY

[Redacted Signature]

in the presence of:

Director

[Redacted Signature]

Director/Secretary

FIRST SCHEDULE

FINANCIAL CONTRIBUTIONS

In this Schedule the following expressions shall have the following meanings:

“Affordable Housing”	means housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided in conformity with the advice contained in the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government
“Affordable Housing Contribution”	means an Index-Linked sum of £1,385,730.58 (One Million Three Hundred and Eighty-Five pounds) to be applied by the Council towards off-site delivery of Affordable Housing in the Council’s administrative area.
“Arborfield Bus Strategy”	means the Council’s strategy (adopted on 13 February 2015) to improve bus services to the Arborfield area
“Arborfield Bus Strategy Contribution”	means the Index-Linked sum equivalent to £1,228.81 per Dwelling stationed on the Development pursuant to the Planning Permission to be applied by the Council towards achieving the objectives of the Arborfield Bus Strategy.
“Monitoring Fee”	means a sum calculated at a rate of five hundred and thirty five pounds (£535.00) per planning obligation trigger for each distinct planning obligation in this Deed (based on the Council’s annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five year period) and shall amount to a maximum total sum of five thousand three hundred and fifty Pounds (£5,350)
“Off-Site Public Open Space Contribution”	means an Index-Linked sum of £327,605.33 (Three Hundred and Twenty-Seven Thousand Six Hundred and Five pounds and Thirty-Three pence) to be applied by the Council towards the provision of public open space within the Council’s administrative area.
“Traffic Regulation Order”	means an order pursuant to the Road Traffic Regulation Act 1984
“Traffic Regulation Order Contribution”	means an Index-Linked sum of £6500 to be applied by the Council towards reviewing the existing Traffic Regulation Order (and making any further Traffic Regulation Order(s)) and implementing a 30mph zone westwards to the boundary of Barkham/ Rooks Nest Wood SANG.

DS
ET

DS
TR

Thousand,
Seven Hundred
and Thirty
Pounds and
Fifty-Eight
Pence

The Owners covenant with the Council as follows:

1. Affordable Housing Contribution

- 1.1 To pay the Affordable Housing Contribution to the Council prior to Occupation of the first Dwelling; and

- 1.2 Not to Occupy any Dwelling until the Affordable Housing Contribution has been paid to the Council

2. Arborfield Bus Strategy Contribution

- 2.1 To pay the Arborfield Bus Strategy Contribution to the Council prior to Occupation of the tenth Dwelling; and
- 2.2 Not to Occupy more than ten (10) Dwellings until the Arborfield Bus Strategy Contribution has been paid to the Council

3. Traffic Regulation Order Contribution

- 3.1 To pay the Traffic Regulation Order Contribution to the Council prior to stationing of the first Dwelling pursuant to the Planning Permission; and
- 3.2 Not to station any Dwelling on the Site pursuant to the Planning Permission until the Traffic Regulation Order Contribution has been paid to the Council

4. Off Site Public Open Space

- 4.1 To pay the Off Site Public Open Space Contribution to the Council prior to Occupation of the first Dwelling; and
- 4.2 Not to Occupy any Dwelling until the Off Site Public Open Space Contribution has been paid to the Council

5. Monitoring Fee

- 5.1 To pay the Monitoring Fee to the Council prior to stationing of the first Dwelling pursuant to the Planning Permission; and
- 5.2 Not to station the first Dwelling pursuant to the Planning Permission until the Monitoring Fee has been paid to the Council

SECOND SCHEDULE

EMPLOYMENT SKILLS

i. Definitions

In this Schedule, the following additional words and expressions shall have the following meanings:

“Employment Skills Contribution”	means the Index Linked sum calculated by the Council using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham: Formula for calculating contribution set out for information: 1 x £3,750 = Employment Skills Contribution Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the Development to be applied to the Bands below Where V = C x D Where C = interior floor space of the Development in square metres using the number and size of approved Dwellings Where D = the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (£1,025.00) <table><tr><td></td><td colspan="10">Bands</td></tr><tr><td>Outcomes</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td></td><td>£1-3.5m</td><td>£3.5-6m</td><td>£6-10m</td><td>£10-15m</td><td>£15m-20m</td><td>£20-30m</td><td>£30-40m</td><td>£40-50m</td><td>£50-60m</td><td>£60-100m</td></tr><tr><td>Community Skills Support CSCS cards School Visits etc</td><td>3</td><td>5</td><td>7</td><td>9</td><td>11</td><td>13</td><td>16</td><td>18</td><td>19</td><td>21</td></tr><tr><td>Apprenticeship Starts</td><td>0</td><td>2</td><td>4</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>Jobs Created</td><td>1</td><td>2</td><td>3</td><td>6</td><td>7</td><td>8</td><td>9</td><td>9</td><td>11</td><td>11</td></tr></table>		Bands										Outcomes	1	2	3	4	5	6	7	8	9	10		£1-3.5m	£3.5-6m	£6-10m	£10-15m	£15m-20m	£20-30m	£30-40m	£40-50m	£50-60m	£60-100m	Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21	Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12	Jobs Created	1	2	3	6	7	8	9	9	11	11
	Bands																																																																		
Outcomes	1	2	3	4	5	6	7	8	9	10																																																									
	£1-3.5m	£3.5-6m	£6-10m	£10-15m	£15m-20m	£20-30m	£30-40m	£40-50m	£50-60m	£60-100m																																																									
Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21																																																									
Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12																																																									
Jobs Created	1	2	3	6	7	8	9	9	11	11																																																									
“Employment Skills Plan”	means a site specific plan which includes: (a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users; and																																																																		

	(b) a supporting method statement to accompany the plan, which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the cost of construction for the Development) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or such other mix as is approved in writing by the Council
--	---

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

Part 1 – Owner’s Covenants

The Owners covenant with the Council as follows:

1. Not to Commence Development until the Owners (entirely at its own absolute discretion) have either:
 - 1.1. paid to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 of this Part below are discharged in full); **OR**
 - 1.2. submitted to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed and the Council has approved that plan (in which case paragraph 2 of this Part below shall apply and, subject to the provisions of paragraph 2.3 of this Part below, the Council agrees that the requirement to pay the Employment Skills Contribution shall no longer apply).
2. In the event the Owners elect to submit an Employment Skills Plan in accordance with paragraph 1.2 of this Part above then:
 - 2.1. within fourteen (14) days (or any other period as agreed in writing between the Council and the Owners) of receipt of written approval of the Employment Skills Plan by the Council the Owners shall demonstrate to the Council in writing how they will discharge in full the requirements of the Employment Skills Plan in accordance with its requirements and thereafter discharge the requirements of the approved Employment Skills Plan to the reasonable satisfaction of the Council;
 - 2.2. within seven (7) days of written request from the Council the Owners shall provide a progress report to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment

Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice; and

- 2.3. if at the end of that twenty eight (28) day period referred to in paragraph 2.2 of this Part above insufficient progress has been made, the Owners will be required to pay the Employment Skills Contribution or a proportion thereof within seven (7) days of a further written notice from the Council demanding payment

Part 2 – Council's Covenants

1. The Council covenants with the Owners that:
 - 1.1. if it receives the Employment Skills Contribution from the Owners in accordance with paragraph 1.1 of Part 1 of this Schedule, the obligations at paragraphs 1.2 and 2 of Part 1 of this Schedule shall be discharged in full; and
 - 1.2. if it receives and approves the Employment Skills Plan from the Owners in accordance with paragraph 1.2 of Part 1 of this Schedule, the obligation to pay the Employment Skills Contribution at paragraph 1.1 of Part 1 of this Schedule shall no longer apply.

THIRD SCHEDULE

TRAVEL PLAN

Definitions

"Final Travel Plan"	means the final travel plan to be submitted to the Council in accordance with paragraphs 4 and 5 of this Schedule which will include the recommendations of the Council's assessment of the Interim Travel Plan and be based on the baseline survey as defined in the approved Interim Travel Plan and which shall be updated annually thereafter
"Interim Travel Plan"	means a travel plan to be submitted by the Owners to the Council for the Council's written approval in accordance with paragraph 2 of this Schedule, the principles and objectives of paragraph 10 of this Schedule, and the Council's Residential Travel Plan Guidance 2011 (or such guidance replacing the said guidance)
"MyJourney"	means the Council's scheme for mitigating the environmental impacts of travel
"MyJourney Contribution"	means the sum equivalent to £643 per Dwelling stationed on the Site (Index Linked) towards MyJourney
"Travel Plan"	a full and final form of travel plan based on the Draft Travel Plan that: (a) shall apply for a period of 5 (five) years (but which may be extended by up to 2 (two) years in accordance with paragraph 4 of this Schedule) commencing on the date of first Occupation; (b) shall be approved by the Council; and which may be revised or replaced from time to time with the written agreement of the Council
"Travel Plan Co-Ordinator"	the person appointed by the Owner responsible for securing the implementation of the Travel Plan
"Travel Plan Monitoring Fee"	means the sum of four thousand four hundred and twelve pounds (£4,412.00) (Index Linked) in respect of the Council's fees in relation to monitoring of the Travel Plan

The Owners covenant with the Council as follows:

TRAVEL PLAN

1. Not to Occupy the Development unless it has either:
 - a) paid the MyJourney Contribution to the Council (in which case paragraphs 1 (b) and 2 to 8 of this Schedule shall determine forthwith); **OR**

b) obtained the Council's approval in writing of the Travel Plan and paid the Travel Plan Monitoring Fee to the Council in accordance with paragraphs 2 of this Schedule (in which case paragraph 1 (a) of this Schedule shall determine forthwith) and paragraphs 3-11 inclusive will apply;

TRAVEL PLAN APPROVAL AND IMPLEMENTATION

If the Owners elect to adopt a Travel Plan in accordance with paragraph 1(b) of this Schedule, the following paragraphs will apply:

2. The Owner will not Occupy or permit the Occupation of any Dwelling within the Development until the Interim Travel Plan has been approved in writing by the Council PROVIDED THAT if the Interim Travel Plan has not been rejected by the Council upon the expiry of six (6) months from the date of receipt by the Council's Director of Place and Growth and Assistant Director Highways and Transport (or such other named directorate of the highways authority of the Council) it shall be deemed to be approved and the approved or deemed to be approved Interim Travel Plan shall be implemented as approved.
3. The Travel Plan Co-ordinator shall be appointed no less than three (3) months prior to the first Occupation of a Dwelling within the Development and as part of such appointment the Travel Plan Co-ordinator will be required to fulfil and perform all the obligations of the Travel Plan Co-ordinator as set out in this Schedule;
4. The Travel Plan Co-ordinator shall within three (3) months of the baseline survey provided in accordance with the terms of the approved Interim Travel Plan, submit to the Council's Director of Place and Growth and Assistant Director Highways and Transport (or such other named directorate of the highways authority of the Council) in writing the Final Travel Plan for the Council's written approval.
5. The Final Travel Plan will include the recommendations of the Council's assessment of the Interim Travel Plan and will be based on the baseline survey as defined in the Interim Travel Plan.
6. The Travel Plan Co-ordinator will implement the approved Final Travel Plan no later than three (3) months from the Council approving in writing the Final Travel Plan.

7. The Travel Plan Co-ordinator shall undertake or commission the initial survey on or prior to the Occupation of the 13th Dwelling to be Occupied within the Development or six (6) months after the date of first Occupation of a Dwelling within the Development whichever is the sooner. A survey will then be taken annually for a period of five (5) years from the date of the initial survey, to be extended to seven (7) years if the targets are not met within five (5) years.
8. The Travel Plan Co-ordinator will report the survey results to the Council within three (3) months of each survey in the form of a monitoring report. The Final Travel Plan will be updated annually with the results of the survey.
9. The Travel Plan Co-ordinator shall implement the measures or initiatives required to achieve the Travel Plan Objective within five (5) years of the first survey (which first survey shall be no later than the Occupation of the 13th Dwelling to be Occupied within the Development or six (6) months after the first Occupation of a Dwelling within the Development whichever is the sooner in accordance with paragraph 6 of this Schedule.
10. The Travel Plan Co-ordinator will be responsible for handing over responsibility of the Final Travel Plan to the resident's association or equivalent at the end of five (5) years or seven (7) years if the targets are not met.
11. A package of measures and initiatives will be made available to all residents within the Development and wherever possible to visitors to the Development. The measure and initiatives to encourage sustainable travel should include all the items listed (a) to (k) below in this paragraph. In the event that the Travel Plan Objective is not met the additional measures and/or initiatives will be introduced individually or collectively so that the Travel Plan Objective is achieved and/or sustained:
 - a. Publish and promote the measures and initiatives to employees and visitors;
 - b. Provide travel information in the forms of a welcome pack;
 - c. Promotion of car sharing database;
 - d. Promoting use of electric vehicles;
 - e. Travel plan newsletter prepared by the Travel Plan Co-ordinator and distributed to residents of the Development;
 - f. Community travel website and notice board;
 - g. Provision of pedestrian and cycle links from the Site to the surrounding cycle path network;

- h. Bus infrastructure improvements in the vicinity of the Site;
- i. Provide to the first occupier of each Dwelling a sustainable travel voucher worth six hundred and eighty pounds (**£680.00**) Index-Linked towards bus ticket purchase or cycle equipment (including bicycles);
- j. Additional follow up meetings with the Travel Plan Co-ordinator to discuss personal travel advice; and
- k. Investigate delivery of a car club available for residents of the Development similar to the principles and model utilised by the “Co-wheels” car club.

FOURTH SCHEDULE

SPA CONTRIBUTIONS

The Owner covenants with the Council as follows:

In this Schedule the following terms shall have the following meaning unless the context requires otherwise:

“Co-ordinating Authority” the authority designated from time to time in the Thames Basin Heath Framework Agreement as the co-ordinating authority for Thames Basin Heaths SPA Access Management and Monitoring Project

“Rooks Nest Wood SANG” means the Council owned and designated 18.5ha Strategic Suitable Alternative Natural Green Space (SANG) in Barkham as Suitable Alternative Natural Greenspace for the mitigation of the impacts of development on the SPA

“Rooks Nest Wood SANG Contribution” means an Index Linked sum of **£61,487.70** (Sixty-One Thousand Four Hundred and Eighty-Seven pounds) towards the provision of the SANG Capacity in Rooks Nest Wood SANG to mitigate the impact of the Development on the SPA

DS
ET DS
17
and Seventy
Pence

“SANG Capacity” means **0.6 hectares** within the Rooks Nest Wood SANG

“SPA” Thames Basin Heaths Special Protection Area

“Strategic Access Management and Monitoring Contribution” an Index-Linked sum of **£24,300.00** (Twenty-Four Thousand Three Hundred Pounds) towards the management and monitoring of strategic access to the SPA

“Thames Basin Heaths Framework Agreement” The Thames Basin Heaths SPA Delivery Framework dated 14th July 2011

“Thames Basin Heaths Special Protection Area” the area designated on 9 March 2005 under the Wild Birds Directive (Council Directive 79/409/EEC on the Conservation of Wild Birds) to protect three species of breeding birds; woodlark, Dartford warbler and nightjar being a fragmented area of European importance in the counties of Surrey, Hampshire and Berkshire

“Thames Basin Heaths SPA Access Management and Monitoring Project” The project established to deliver measures required to avoid and mitigate against the recreational impacts of housing development on the SPA the detail of which is set out in Schedule 3 of the Thames Basin Heaths Framework Agreement

PART 1 – SPA FINANCIAL CONTRIBUTIONS

1. STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

- 1.1 The Owners covenant with the Council to pay the Strategic Access Management and Monitoring Contribution on or before Commencement of Development.
- 1.2 The Owners covenant with the Council not to Commence Development until the Strategic Access Management and Monitoring Contribution has been paid to and received by the Council.

2. ROOKS NEST WOOD SANG

- 2.1 The Owners covenant with the Council to pay the Rooks Nest Wood SANG Contribution to the Council before Commencement of Development; and
- 2.2 The Owners covenant with the Council not to Commence Development until the Rooks Nest Wood SANG Contribution has been paid to and received by the Council.

PART 2 – COUNCIL’S COVENANTS IN RESPECT OF THE SPA

3. STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

- 3.1 The Council covenants with the Owners that it will promptly transfer the Strategic Access Management and Monitoring Contribution to the Co-ordinating Authority.

4. SANG PROVISION

- 4.1 The Council covenants with the Owners that it will apply the Rooks Nest Wood SANG Contribution towards the cost of providing and allocating the SANG Capacity for the Development in order to avoid any adverse impact from the Development on the SPA.

FIFTH SCHEDULE

ESTATE ROADS

In this Schedule the following additional definitions shall apply:

Adoptable Roads	those parts of the Estate Roads to be adopted by the Council as publicly maintainable highway
Adoptable Roads Bond	a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to fund the construction of the Adoptable Roads
Adoptable Roads Specification	the specification and plans to be agreed by the Council in writing, in accordance with which the Adoptable Roads will be constructed to an adoptable standard
Estate Roads	the carriageways and footways (including the lighting to and drainage of the carriageways and footways) serving the Development and which may be Private Roads and / or Adoptable Roads according to the election made by the Owners
Highways Agreement	an agreement pursuant to s278 and/or s38 Highways Act 1980 and any other relevant legislation to secure the construction and adoption of the Adoptable Roads to include but not limited to payment of commuted sums and Inspection Fee
Inspection Fee	a sum calculated on the basis of up to 10% of the sum referred to in the Private Roads Bond and/or the Adoptable Roads Bond (as the case may be) representing the Council's reasonable fees for approving the Private

Roads Specification and/or the Adoptable Roads Specification (as the case may be) and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads

Management Company

means the body (or bodies) that is nominated or established by the Owner having been first approved by the Council in writing for the long-term management and maintenance of the Private Roads

Private Roads

those parts of the Estate Roads which are to remain privately maintainable and not to be dedicated nor adopted as publicly maintainable highway

Private Roads Bond

a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to fund the construction of the Private Roads

Private Roads Specification

the specification and plans to be agreed by the Council in writing, in accordance with which the Private Roads will be constructed to a durable and serviceable standard

Provisional Certificate of Completion

A certificate issued by the Council confirming that the Adoptable Roads have been constructed to its satisfaction (acting reasonably) in accordance with the relevant Highways Agreement

The Owners covenant with the Council as follows:

PART ONE

1. Prior to the stationing of the first Dwelling on the Site to elect in writing which Estate Roads shall be adopted by the Council and which Estate Roads shall remain privately maintained
2. To submit the Private Roads Specification and/or the Adoptable Roads Specification (as applicable) to the Council prior to stationing of the first Dwelling on the Site
3. Not to Commence the Development until the Owners have submitted and the Council has Approved the Private Roads Specification and/or the Adoptable Roads Specification (as applicable)

PART TWO

IN THE EVENT THE OWNER IS PROVIDING ANY ESTATE ROADS AS PRIVATE ROADS:

1. Not to Commence Development unless the Owners have
 - (a) Provided the Private Roads Bond in a form approved by the Council
 - (b) Paid the Inspection Fee to the Council;
 - (c) Completed a further deed ("**Private Roads Deed**") with the Council to secure the construction of the Private Roads in accordance with the Private Roads SpecificationPROVIDED THAT it is agreed:

such Private Roads Deed will be subject to the simultaneous completion of the Private Roads Bond in favour of the Council which the Council will be entitled to drawn down upon in the event of default (in accordance with terms set out therein) by the Owners in the construction of the Private Roads in accordance with the Private Roads Specification
- 1 Not to Occupy any Dwelling unless the Private Roads serving that particular Dwelling have been constructed to base course level
- 2 Not to Occupy more than 90% of the Dwellings unless the Private Roads have been completed in accordance with the Private Roads Specification and to the Council's satisfaction (acting reasonably)
- 3 The Owners shall not transfer title to the Private Roads to a properly constituted Management Company until the Private Roads are completed in accordance with the Private Roads Specification and such Private Roads will be maintained by the Owners to a standard to ensure their safe use by the public including

pedestrians, cyclists and mechanically propelled vehicles until transferred to a Management Company, and the Owners shall procure in the transfer to the Management Company an obligation to maintain to the same standard for the lifetime of the Development and such transfer of the Private Roads shall be on the following terms:

- (a) for a nominal sum of £1;
- (b) with vacant possession; and,
- (c) free from all financial charges and other encumbrances which may materially affect the use of the Private Roads by the public.

But for the avoidance of doubt if the Owners notify the Council in accordance with paragraph 1 of Part One of this Schedule that they shall not be providing any Private Roads, this Part Two of this Schedule shall determine.

PART THREE

IN THE EVENT THE OWNER IS PROVIDING ANY ESTATE ROADS AS ADOPTABLE ROADS:

- 1 Not to Commence Development unless they have
 - (a) Entered into a Highways Agreement with the Council;
 - (b) Provided the Adoptable Roads Bond to the Council;
 - (c) paid the Inspection Fee for the Adoptable Roads as set out in the Adoptable Roads Specification; and
 - (d) Obtained all necessary consents from the Council as Local Highways Authority for all works for and associated with the Adoptable Roads
- 2 Not to Occupy any Dwelling unless the Adoptable Roads serving that particular Dwelling have been completed to base course level
- 3 Not to Occupy more than 90% of the Dwellings until the Adoptable Roads are completed in strict accordance with the Adoptable Roads Specification and any Highways Agreement and a Provisional Certificate of Completion has been issued.
- 4 To maintain and manage the Adoptable Roads to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until the Adoptable Roads as set out in the Adoptable Roads Specification have been dedicated and adopted as such in accordance with the relevant Highways Agreement

But for the avoidance of doubt if the Owners notify the Council in accordance with paragraph 1 of Part One of this Schedule that they shall not be providing any Adoptable Roads, this Part Three of this Schedule shall determine

PLAN



Don Simpson