

DATED

27TH MARCH

2015

THE COUNCIL OF THE BOROUGH OF ST EDMUNDSBURY (1)

and

THE SUFFOLK COUNTY COUNCIL (2)

and

THE TRUSTEES OF E.H. VESTEY'S MARRIAGE SETTLEMENT (3)

and

THE TRUSTEES OF THE VESTEY 1993 SETTLEMENT (4)

and

THE TRUSTEES OF THE VESTEY F & B SETTLEMENT (5)

and

HELEN JOSEPHINE PELLY (6)

and

NEVILLE SMITH AND ANDREW SMITH (7)

and

ARTHUR JOHN SMART, RUTH SMART AND RACHEL SMART (8)

and

HIGHTRANS LIMITED (9)

Relating to

DEED

**Pursuant to Section 106 Town & Country Planning Act 1990
relating to land at Hales Barn, North West Haverhill
in the County of Suffolk**

Birketts

Birketts LLP
Thirty Station Road
Cambridge
CB1 2RE

T: +44 (0)1223 326600
F: +44 (0)1223 326629
DX: 131969 Cambridge 6
E: email@birketts.co.uk

www.birketts.co.uk

THIS DEED is made the 27th day of

March

2015

BETWEEN:

- (1) THE COUNCIL OF THE BOROUGH OF ST EDMUNSBURY of West Suffolk House, Western Way, Bury St Edmunds, Suffolk, IP33 3YU (hereinafter called "the Borough Council");
- (2) SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "the County Council");
- (3) TIMOTHY RONALD GEOFFRY VESTEY, JAMES EDMUND MCLEAN VESTEY, GEORGE MOWBRAY WILLIAM VESTEY and ROBIN JOHN HENRY VESTEY all care of The Estate Office, Thurlow Estate, Haverhill, Suffolk, CB9 7LQ (together the trustees of E.H. Vestey's Marriage Settlement);
- (4) GEOFFREY ROBERT CLIFTON-BROWN, MARK CHRISTIAN JON BADDELEY and TIMOTHY RONALD GEOFFRY VESTEY all care of Alder Asset Management, 1 Kings Arms Yard, London, EC2R 7AF (together the trustees of the Vestey 1993 Settlement);
- (5) MICHAEL JOHN SEYMOUR EADES, RUSSELL CLARK and CARL HERMANN KONRAD FRIEDLAENDER all of P.O. Box 98, 7 New Street, St. Peter's Port, Guernsey, TY1 4BZ, Channel Islands (but whose address for service in the United Kingdom is care of Alder Asset Management, 1 Kings Arms Yard, London, EC2R 7AF) (together the trustees of the Vestey F & B Settlement);
- (6) HELEN JOSEPHINE PELLY of Great Wilsey Farm, Little Wratting, Haverhill, Suffolk, CB9 7TB;
- (7) NEVILLE SMITH of Taylors Farm, Kedington, Haverhill, Suffolk, CB9 7QU and ANDREW SMITH of 11 Barton Grove, Kedington, Haverhill, Suffolk, CB9 7PT;
- (8) ARTHUR JOHN SMART of Mill Green House, Stoke by Clare, Sudbury, Suffolk, CO10 8HJ and RUTH SMART and RACHEL SMART both of Orchard Cottage, Attleton Green, Wickhambrook, Newmarket, Suffolk, CB8 8BY; and
- (9) HIGHTRANS LIMITED (company registered number 2303726) whose registered office is at 1 Kings Arms Yard, London, EC2R 7AF.

hereinafter referred to as 'the Parties'

RECITALS

- (A) The Borough Council is the local planning authority for the purposes of this Deed for the area within which the Site is situated and by whom the Obligations contained in this Deed are enforceable.
- (B) The County Council is also a local planning authority, and the education authority, and the highways authority for the purposes of this Deed for the area within which the Site is situated and by whom the Obligations contained in this Deed are enforceable
- (C) The Landowners each own freehold interests as indicated in the Landownership Plan in the site
- (D) The Borough Council considers and the Landowners acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereinafter appearing.
- (E) Pursuant to Section 106 of the 1990 Act as amended the Councils and the Landowners have agreed to enter into this Deed.
- (F) Having regard to the provisions of the Replacement St. Edmundsbury Borough Local Plan (2016), the Borough Council's Local Development Framework Core Strategy, the Haverhill Vision 2031 (adopted by the Borough Council on the 23 September 2014) and to all other material considerations the Borough Council has resolved that the Development is such as may be approved by the Borough Council under the 1990 Act subject to the Conditions and subject to the completion of this Deed to make provision for regulating the Development and to secure the matters hereinafter referred to.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

the 1990 Act	the Town and Country Planning Act 1990 as amended;
Access	means the provision of roads footpaths and cycleways as necessary to an adoptable standard as appropriate together with all rights and easements and obligations as to maintenance over the said roads footpaths and cycleways to provide access to the Affordable Housing Units;
Affordable Housing	means housing that is affordable to those people with an Affordable Housing Need which is to be provided in accordance with the Affordable Housing Scheme through the involvement of a Registered Provider and which secures the provision of such housing in perpetuity (where legally permissible) to include the following types of tenure or combination thereof: <ul style="list-style-type: none">(a) Rented Affordable Dwellings;(b) Intermediate Housing; and(c) any other tenure or combination of tenure approved in writing by the Borough Council;
Affordable Housing Need	means being unable to afford to rent or buy housing generally available on the open market;
Affordable Housing Payment	means the Net Proceeds of Sale for each respective Affordable Housing Unit;

Affordable Housing Scheme

Means a scheme to be submitted to and approved by the Borough Council for the delivery of the Affordable Housing Units in each Phase. Such scheme to include the location, mix, tenure and size of the Affordable Housing Units but to include the following unless otherwise agreed in writing with the Borough Council:

- (a) groupings of up to 15 Affordable Housing Units
- (b) 70% (minimum) Rented Affordable Dwellings
- (c) 30% (maximum) Intermediate Housing
- (d) a mix of 1&2 bed apartments and 2, 3 and 4bed houses
- (e) 5% of all Affordable Housing Units to be Lifetime Homes

Affordable Housing Units

means 30% of the Dwellings in each Phase to be provided as Affordable Housing unless otherwise agreed between the parties at the time of the approval of the reserved matters for each Phase;

the Application

the planning application given reference SE/09/1283 registered on 14 October 2009 and subsequently amended on 27 September 2010, comprising a mixed use development to include a new Relief Road, together with a residential neighbourhood to provide up to 1,150 Dwellings; a primary school, a local centre including retail and community uses and associated infrastructure; landscaping and public open space;

the BCIS Index

the Building Cost Information Service All In Tender Price Index published by the Royal Institution of Chartered Surveyors or any index replacing the same;

Borough Council
Monitoring Costs

Means the sum of £40,906.05 to be paid to the Borough Council for the monitoring of the relevant obligations under this Deed representing the Borough Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Landowners are required to observe and perform pursuant to the terms of this Deed

Car Share Contribution

means the sum of £5000 (five thousand pounds) as increased by being RPI Indexed to be used towards the running and promotion of the Suffolk car share website - a scheme set up in partnership with Liftshare (or such other provider reasonably approved by the County Council in the event Liftshare are no longer willing or able to provide such service) to provide opportunities for Occupants of the Dwellings to share their car journeys with others that are travelling in a similar direction

Cemetery Contribution

means the sum to be calculated by the following formula:

$$C = £15.22 \times N$$

Where C = the Cemetery Contribution and N = the number of Dwellings consented under the reserved matters for the Development

towards the costs of expansion of Haverhill Cemetery

Commencement of
Development

the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of Section 56 of the 1990 Act but disregarding such operations as demolition, site clearance, earth works, levelling, erection of site hoardings, archaeological, geological or soil and contamination investigations, trial, bore hole and other works of site preparation and "Commence" and "Commenced" shall be construed accordingly;

Completion (of the Relief Road)	Means completion in accordance with the Relief Road Highways Agreement to substantial completion by the Director of ESE for the County Council, or officers acting under her hand;
Completion (of the Development)	the date that the last Dwelling is ready to be Occupied and all associated on site infrastructure is in place;
Community Facilities	a community centre minimum specification of 125 square metres studio, 15 square metres storage plus necessary facilities and changing to be provided within the Site subject to a maximum delivery cost of £200,000 Index Linked to BCIS;
Community Facilities Contribution	Means the sum of £200,000 to be spent on Community Facilities to be paid to the Borough Council;
Community Facilities Scheme	Means a scheme setting out the details of the location and specification for the construction and delivery of the Community Facilities;
Conditions	the conditions of the Planning Permission in the form of the draft conditions annexed at Schedule 1 to this Deed;
the Councils	means together the Borough Council and the County Council;
Deed	this Deed of Agreement;
Design and Quality Standards	the publication "Design and Quality Standards", April 2007 issued by the Housing Corporation or such other successor publication issued by the HCA which sets out the requirements and recommendations of the Housing Corporation or HCA for quality of housing probity and procurement and procedural compliance;
Development	the development of the Site in accordance with the Application as permitted by the Planning Permission;

Development Costs	the proportion of all reasonable surveyors agents and solicitors fees construction cost of the Dwelling (including a related proportion of the infrastructure cost) sales incentives normal contribution to company overheads and profit on sale and reasonable expenses of effecting the sale thereto (including the cost of any abortive negotiations with an RPSH approved in accordance with the Schedule 3) attributable to an Affordable Housing Unit;
Dwelling	an Open Market Dwelling or Affordable Housing Unit and "Dwellings" shall be construed accordingly;
Early Years Facilities	Means the creation of early years pupil places and associated facilities to serve the Development;
Early Years Facilities Contribution	<p>A contribution to early years provision in the borough of St Edmundsbury and payable to the County Council calculated using the following formula for the first 1,150 Dwellings:</p> $\text{EYC} = \text{£}6,091 \times (\text{D} / 10)$ <p>Where:</p> <p>EYC = Early Years Contribution Due</p> <p>D = the number of Dwellings built within the Development</p> <p>But subject to a maximum contribution of £360,000 unless more than 1150 Dwellings are constructed, in which case every Dwelling over and above 1150 shall be subject to an additional contribution of £6,091 x (D/10).</p>

the Education Contribution means the sum to be calculated in accordance with the following formula:

$$EC = (P / 315) \times \text{£}5,587,827$$

Where:

EC = Education Contribution Due

P = the number of pupils generated by the Development = D/4

Where:

D = the number of Dwellings within the Development

Financial Contributions all the financial contributions to be paid to the Councils under the terms of this Deed;

Foot and Cycle Links Contribution Means the total sum of £210,656 (two hundred and ten thousand, six hundred fifty six pounds) towards the schemes as shown on plan LTP3 'Existing & Proposed Cycle Routes' attached at Schedule 11 and including works on -

Ann Suckling Way (northern side);

Ann Suckling Way (southern side) Corner of Ann Suckling Way with Wratting Road;

Wratting Road;

Chalkstone Way to School;

Chalkstone Way (non-highway section);

Chalkstone to Millfields via Public Open Space;
Millfields to Public Open Space (south of Millfields);

Eastern Avenue ;

From the Site to Railway Walk (running adjacent to Friar Close)

Healthcare Contribution	<p>means the sum to be calculated by the following formula:</p> $H = £348.17 \times N$ <p>Where H = the Healthcare Contribution and N = the number of Dwellings consented under the reserved matters for the Development</p> <p>to be paid to the Borough Council on the Occupation of the 100th Dwelling to be used to facilitate the provision, fit out and equipping of the floor space of a health centre serving an area which includes the Development;</p>
Homes and Communities Agency (HCA)	the non-departmental public body responsible for creating thriving communities and affordable homes in England or such other body that may replace it;
HTMA	The index developed by the Highways Terms Maintenance Association, the Civil Engineering Contractors Association and the BCIS to track price adjustment for term contracts in the highways maintenance industry , and this index shall apply to all bonds for highway works;
Intermediate Housing	housing provided below market levels for those whose incomes in relation to local housing costs are such as to prevent them from accessing the open market which shall include Shared Equity Housing and Shared Ownership Housing;
Landowners	means parties (3) to (9) of this Deed;
Landownership Plan	means the plan headed the same attached at Schedule 2;
Library Facilities	means the provision of additional or improved library facilities within the vicinity of the Site to serve the occupants of the Development;
Library Facilities Contribution	Means the sum of £216 (two hundred and sixteen pounds) per Dwelling;

Lifetime Homes	Means the standard as set out in the ' <i>Code for Sustainable Homes Technical Guide (November 2010 as amended)</i> ' produced by the Department for Communities and Local Government or such other equivalent standard as may replace it;
Masterplan	Means the North-West Haverhill Masterplan submitted as part of the Application and dated 28 April 2009 or any subsequent revisions thereof adopted by the Borough Council;
Net Proceeds of Sale	the Sale Price less the Development Costs;
Nomination Agreement	an agreement negotiated between the Borough Council and the Registered Provider or other RPSH which guarantees the Affordable Housing will be disposed of or let on the Borough Council's Housing Register, either via a Choice Based Lettings system or some alternative route;
Obligations	the obligations provisions requirements conditions covenants or other burdens set out in this Deed;
Occupy	occupation of any part of the Development for its proposed uses pursuant to the Planning Permission excluding occupation for the purposes of construction and/or fitting out and/or marketing and "Occupation" and "Occupied" shall be construed accordingly;
Off Site Cycle Stands Contribution	the sum of up to £24,000 for the provision of Cycle Stands within Haverhill in locations to be agreed with the County Council in the vicinity of the Site or in locations directly accessible from the Site the final cost of which to be agreed with the County Council;

On Site Open Space Scheme	means the scheme for the delivery of the Open Space Areas including the specification plans and drawing showing but not limited to the layout and design of the Open Space Areas including details of any proposed play areas and equipment landscaping, paths and access arrangements, street furniture and fencing together with details of the proposed future management regime for the Open Space Areas to be agreed in writing with the Borough Council;
Open Space Maintenance Contribution	Means the sum or sums of money (up to a maximum of £900,438.50 (nine hundred thousand four hundred and thirty eight pounds and fifty pence) for the whole Site) that shall be paid by the Landowners to the Borough Council to be used for the management and maintenance of the respective Open Space Areas that is the subject of any transfer of the Open Space Areas to the Borough Council in accordance with paragraph 2 of Schedule 3 and which shall be apportioned on a per square metres basis as detailed within the Public Open Space, Sport and Recreation Facilities SPD;
Open Space Areas	The areas of open space to be delivered in accordance with the Masterplan and as detailed in the reserved matters consents;
Open Market Dwellings	the Dwellings constructed in accordance with the Planning Permission which are not Affordable Housing Units;
Phase	Means any phase of the Development as set out in the phasing plan submitted as part of the reserved matters for the Development;
the Planning Permission	the permission to be granted by the Borough Council in respect of the Site in accordance with the Application and incorporating the Conditions;

Pooled s106 Sum

Means the sum of £296,943.87 being payments made under the Section 106 Agreements dated the 9 January 2013 (reference number SE/12/1329/) OUT relating to 4 plots, 3 of which have commenced development- to include a contribution of £6,609 per plot due on occupation of each dwelling with a total payment of £26,435 due on occupation, together with a Section 106 Agreement dated 23 December 2002 (reference SE/01/3365/ P which provides for a relief road contribution totalling £270,507;

Practical Completion

the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and "Practically Complete" should be construed accordingly;

Protected Person

Any person or its successors in title who:

a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

c) any person who has staircased the equity in any Shared Equity Housing or Shared Ownership Dwelling to 100%;

Public Subsidy

grant funding provided by the Borough Council or the Homes and Communities Agency or any successor body for the provision of the Affordable Housing;

Public Transport Services	Services delivered by busses which are fully accessible, have a minimum of 25 seats and are RTPI equipped in accordance with Clause 6 of Schedule F of the Funding Guide at Schedule 12 to this Deed and Appendix 1 of the same guide. Such services shall have a minimum 15 minute service between 06.30-9.30 and 15.30-18.30, and minimum 30 minute service between 09.30 and 15.30;
Public Transport Services Contribution	Means the maximum sum of £650,000 to be paid to in three instalments to the County Council, £150,000 prior to the Occupation of the 150 th Dwelling to be Occupied, a further £200,000 prior to the Occupation of the 350 th Dwelling to be Occupied and the remaining payment (up to £300,000) prior to the 500 th Dwelling to be Occupied for the provision of Public Transport Services;
Public Transport Services Phase 1 Scheme	Means a scheme setting out the Public Transport Services being delivered to serve the first 150 Dwellings;
Public Transport Services Phase 2 Scheme	Means a scheme setting out the Public Transport Services being delivered to serve the Scheme in addition to the Public Services Phase 1 Scheme;

Reasonable Terms

an agreement to purchase the Affordable Housing Units for a sum which as a minimum equates to and covers the design costs (including planning) and build costs (including preliminary costs and fit out works to completion) of the Affordable Housing Units and shall include reasonable professional fees and expenses, reasonable and fair apportionment of infrastructure costs and including pro-rata S106 obligation costs as appropriate and based upon reasonable terms and conditions with covenants and restrictions which are not substantially more onerous to the Landowners than those contained in the title documentation of the site as at the date of this Deed, are not more onerous than the conditions and requirements of the Planning Permission and this Deed and do not require amendments being made to the Planning Permission or this Deed itself;

Registered Provider of Social Housing or "RPSH";

a Registered Provider of Social Housing within the meaning of Section 80 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) and as registered pursuant to Section 116 of the Housing and Regeneration Act 2008 which for the avoidance of doubt shall include the Borough Council;

Rented Affordable Dwellings

means Affordable Housing Units which are to be let by the Borough Council or a Registered Provider to persons at a rent which is no more than 80% of the local market rent (including any service charges) or in the event that there is a change in national policy and such rents can no longer be charged, such alternative rent levels as may be agreed in writing between the Landowners or the Registered Provider and the Borough Council (both parties acting reasonably) reflecting any national policy which so applies at that time;

Relief Road

a Relief Road to be delivered to an adoptable standard in the location and within the redline as shown on Drawing No 612263/71/P1 (attached) and with the junctions located as shown. For the avoidance of doubt other detail on plan 612263/71/P1 may be subject to change by agreement with the County Council.

The Relief Road is to be provided within 5 years from Commencement of the Development and in any event prior to the construction of the 500th Dwelling in accordance with Schedule 7;

Relief Road Delivery Bond

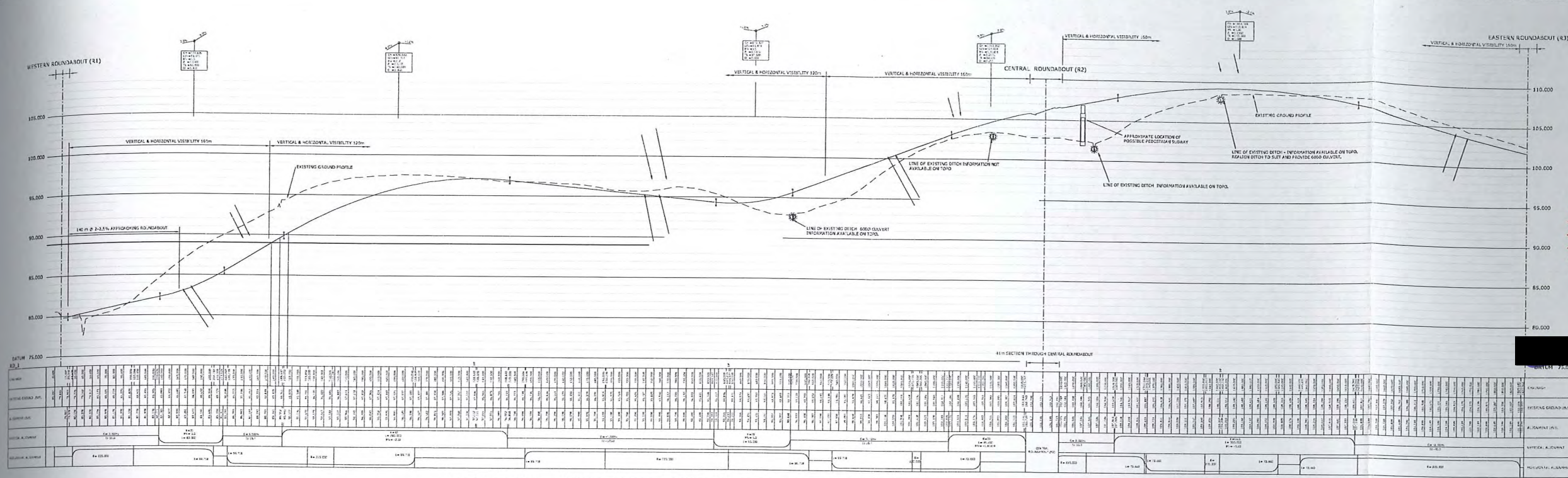
Means a delivery bond which must be of a minimum value of £7.8 million or such other value as is agreed in accordance with Schedule 7; the delivery bond value shall be agreed in advance with the County Council; such delivery bond value must include the cost of delivering the Relief Road and the costs incurred by the County Council in checking the design and undergoing the procurement process; such delivery bond shall be in a form and for a level of cover to be agreed with the County Council in writing; with a reputable surety to be agreed in advance with the County Council and the delivery bond shall be Index Linked to HTMA;

Retail Price Index ("RPI")

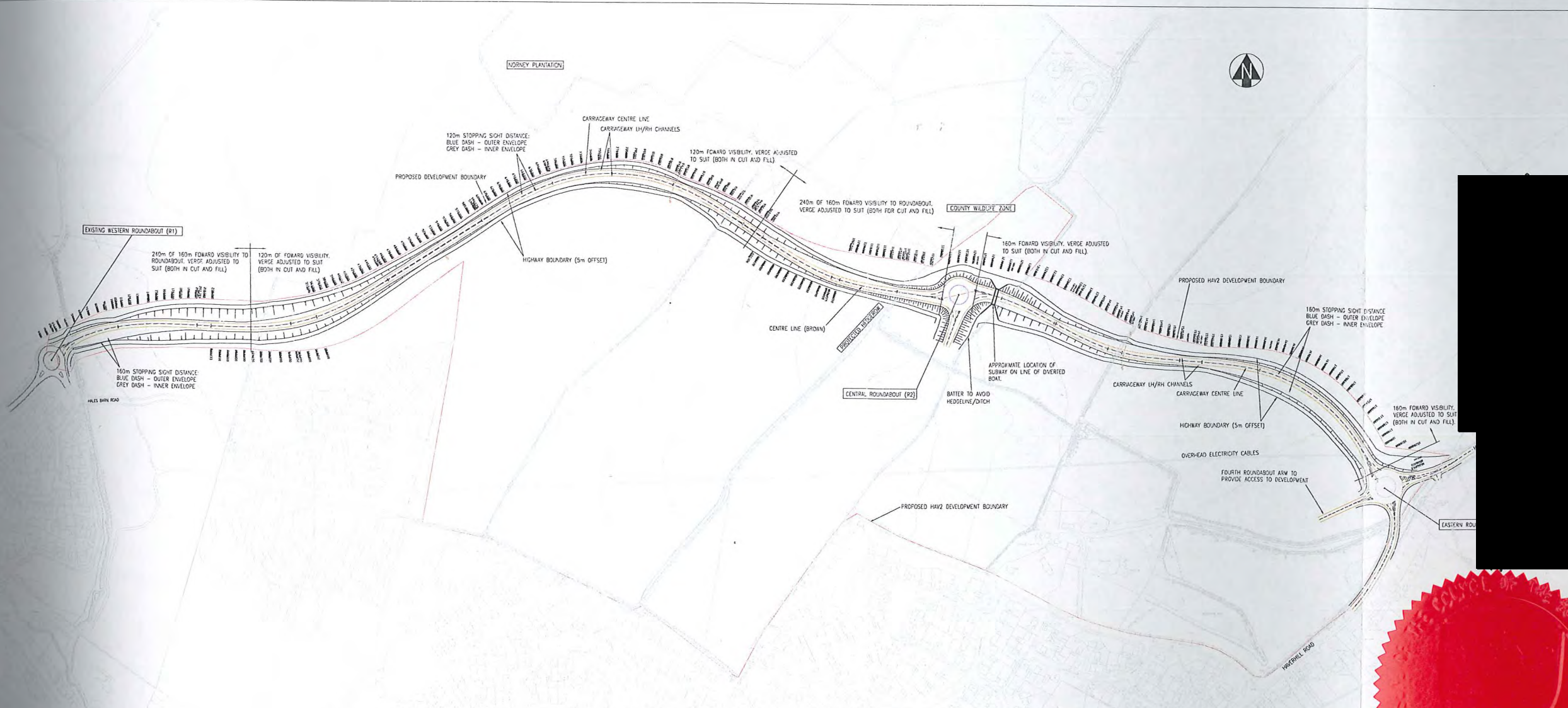
means the increase or decrease in the Retail Price Index (All Items) published by the Office for National Statistics) or if such index ceases to be published such other index as the Council or the County Council (as appropriate) shall reasonably determine;

Relief Road Land

The land shown shaded / hatched red on plan SW5100002-34 showing the land to be transferred to the County Council prior to the Commencement of Development upon which the Relief Road is to be constructed;



HAVERHILL, NORTH - WEST RELIEF ROAD, 85KPH DESIGN SPEED, ALIGNMENT LONG SECTION



HAVERHILL, NORTH - WEST RELIEF ROAD, 85KPH DESIGN SPEED, HORIZONTAL ALIGNMENT

- NOTES**
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERS, ARCHITECTS AND SPECIALISTS DRAWINGS AND THE SPECIFICATION.
 - DO NOT SCALE FROM THIS DRAWING MANUALLY OR ELECTRONICALLY. WRITTEN PERMISSION MUST BE OBTAINED FROM MWM PRIOR TO SCALING ELECTRONICALLY OR USING THIS ELECTRONIC FILE.
 - PRELIMINARY DESIGN DETAILS:
 - SHOULDER 3.0m WIDE TWO WAY CARRAGEWAY
 - 2.5m WIDE M VERGE ON BOTH SIDES OF CARRAGEWAY
 - 1 in 3 SLOPES (CUT AND FILL) TO EXISTING GROUND PROFILE
 - 3.5% SUPERELEVATION APPLIED TRANSVERSE / CURVES
 - STANDARD 2.5% CARRIER APPLIED TO STRAIGHTS



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CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007
DESIGNERS HAZARD INFORMATION FOR CONSTRUCTION
 1. LOCATION AND CLEARANCE OF OVERHEAD ELECTRICITY CABLES TO BE CONFIRMED TO COMPLY WITH REGIONAL ELECTRICITY SUPPLIES REQUIREMENTS.

PI	06.02.09	FOR APPROVAL	CSF	JLB
Rev	Date	Description	Made	Checked

FOR APPROVAL

MLM
 Consulting Civil, Structural & Building Services Engineers
 25, London Road, Ipswich, Suffolk IP1 3JF
 Tel: 01473 231100 Fax: 01473 231515
 Website: www.mlm.co.uk
 Ashford * Cambridge * Chelmsford * London * Norwich

Client:
BIDWELLS PROPERTY CONSULTANTS
TRUMPINGTON
CAMBRIDGE CB2 9LD

Project:
HAVERHILL
NORTH - WEST RELIEF ROAD

Drawing Title:
PROPOSED HIGHWAY ALIGNMENT
PLAN AND LONG SECTION,
(BASED ON A 85KPH DESIGN SPEED
WITH DEPARTURES)

Drawn/Design: CSF/JSB
 Checked: JJB
 Approved: RJE
 Date: 05/02/2009

Scale:
 1:1000 VERTICAL
 1:1000 HORIZONTAL
 ALL OF A1

612263/71

P1

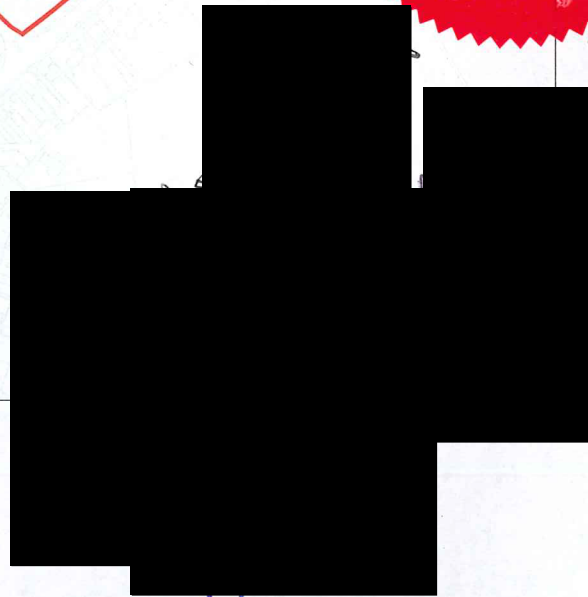






21775



16512



-  Road Application Boundary - 7.7 hectares
 -  Mixed-use Planning Application Boundary - 40.5 hectares
- Total Application Area - 48.2 hectares**

North West Haverhill
Red Line Application Boundary

Client NW Haverhill Landowners
Date November 2008

Drawing no. SW510002-34
Revision K

Drawn by CWF
Checked by

Scale 1:5000 @ A3
OS Licence number 100020449

16 Upper King
Street Norwich
NR3 1HA
01603 763939
www.bidwells.co.uk



Relief Road Highways Agreement	The agreement to be entered into (substantially in the form attached to this Deed) between the Landowner and the County Council under Section 278 and 38 of the 1980 Act (and any other powers as appropriate and necessary) to licence and facilitate the Relief Road construction by the Landowners and adoption by the County Council which for the avoidance of doubt may include provisions to provide bonds (additional to the Relief Road Delivery Bond) to cover claims under the Land Compensation Act 1973 (parts I and II) and a relief road performance bond;
Rights of Way Legal Costs Contribution	Means the sum of £8,000 (eight thousand pounds) to be paid to the County Council to cover the legal costs associated with the integration of the Development in the rights of way network;
Retail Price Index ("RPI")	Means the increase or decrease in the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Borough Council or the County Council (as appropriate) shall reasonably determine);
RTPI Screen Contribution	Means the sum of up to £100,000 to be paid to the County Council for the provision of operating Real Time Passenger Information screens at locations within the site and off site to be agreed with the County Council along with the actual cost of provision;
Sale Price	the net sum for which an Affordable Housing Unit is sold (excluding any incentives) in accordance with paragraph 1.12 of Schedule 3 on the open market free from any restrictions as to Affordable Housing contained in Schedule 3;
the School	Means a primary school to be a minimum of one and a half form entry also suitable for the provision of the Early Years Facilities and the Community Facilities;

the School Site	Means the site to be delivered to the County Council in accordance with paragraph one of Schedule 4 being a minimum of 2.5 Hectares (assuming the Communities Facilities are delivered on the School Site, if they are not, it will be a minimum of 2 Hectares) as shown on plan 5100002-28;
Service Infrastructure;	the Affordable Housing Units being serviced by the provision of a suitable road access and mains water foul sewerage and usual electrical and telecommunications services of adequate capacity and in the case of road access and foul sewers connected ultimately to highways and sewers maintainable at the public expense;
"Shared Equity Housing";	Affordable Housing purchased at 75% open market value on a freehold basis with a second charge or restrictive covenant for the remaining 25% being retained for a minimum of ten years by the Borough Council with no interest being paid in relation to the second charge;
Shared Ownership Dwellings	Intermediate Housing purchased from a Registered Provider on a long lease basis subject to a premium initially of between 25% and 75% of the open market value of that particular Shared Ownership Dwelling as determined by an individual valuer with rent on the balance not exceeding 2.75% (per annum) of the remaining equity;
the Site	means the land at Hales Barn, North West Haverhill in the County of Suffolk shaded Red on the Site Plan;
the Site Plan	the plan annexed at the Schedule 2 to this Deed and marked "Site Plan";
Travel Plan	A plan to be approved by the County Council prior to the Commencement of the Development to include the details of the travel arrangements to and from the Site;



Tolerances (for roads, tolerance taken from centre line)

- Primary Road Network
- Public Open Space, including buffer areas, footways, footpaths and verges
- Residential Areas (including access streets)
- Local Centre
- Primary School
- Existing woodland areas

- +/- 20m
- +/- 15m
- +/- 10m

Travel Plan Monitoring and Support Contribution	means the sum of £10,000 (ten thousand pounds) as increased by being RPI Indexed to be used towards the monitoring and support of the travel plan submitted as part of the Planning Application for a period of 10 (ten) years;
TRO Contribution	means the sum of up to £10,000 paid to the County Council towards to the cost of Traffic Regulation Orders within the existing highways network serving the Site necessary as part of the Development;
TRO Bond	Means a bond in favour of the County Council, to a value to be agreed with the County Council based on the estimated cost of the provision of Traffic Regulation Orders serving the Site (such cost to be estimated by the County Council on the submission of details) to be in place prior to the Commencement of Development and to be provided by a reputable surety (agreed in advance with the County Council);
the Travel Plan Bond	shall mean a bond in favour of the County Council, to be in place prior to the Commencement of Development, with a reputable surety (which has been approved in advance by the County Council) to cover the maximum sum of £276,000 (two hundred and seventy six thousand pounds) such sum being considered appropriate to ensure compliance with the terms of any travel plan which is approved in relation to the Development; such bond to last for a period of 10 (ten) years but subject to a maximum bond cost of £15,000 over 10 years.

- 1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 1.4 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force.

1.5 References in this Deed to the Landowners shall include their successors in title and assigns to the Site or any part or parts thereof and to persons claiming an interest in land through or under them.

1.6 References in this Deed to either of the Councils shall, where the context so admits, include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.

2. **STATUTORY PROVISIONS AND COVENANTS**

2.1 This Deed is entered into pursuant to the following powers and in connection with the performance of the functions thereunder:-

2.1.1 Section 106 of the 1990 Act

2.1.2 Sections 8, 9 and 609 of the Housing Act 1985

2.1.3 Section 111 of the Local Government Act 1972

2.1.4 Section 1 of the Localism Act 2011

2.1.5 Any other powers hereby enabling

2.2 The parties hereto agree that the Obligations contained within this Deed shall be binding upon the Site

3. **CONDITIONS PRECEDENT**

3.1 This Deed shall not take effect unless and until the Planning Permission has been granted and the Development has been Commenced pursuant to the Planning Permission SAVE THAT this clause and clauses 4.2 and 4.3 shall take effect on the date hereof

4. **COVENANTS**

4.1 The Landowners jointly and severally covenant with the Councils to observe and perform the Obligations specified in Schedule 3 and Schedule 4 and Schedule 7 and Schedule 8 to this Deed

4.2 The Landowners covenant to supply to the Councils (within twenty-one days of the date of the Councils' written requests to do so) such information as the Councils within their reasonable discretion consider they require in order to determine whether the terms and conditions of this Deed are being observed.

- 4.3 The Landowners covenant with the Councils to pay the reasonable legal costs of the Councils in connection with the preparation and completion of this Deed
- 4.4 The Landowners covenant to pay the Borough Council Monitoring Costs to the Borough Council and shall pay the Borough Council Monitoring Costs in the following instalments:
- 4.4.1 £12,625.33 upon Commencement
 - 4.4.2 £13,130.34 prior to Occupation of any Dwellings
 - 4.4.3 £5,150.38 prior to Occupation of the 350th Dwelling constructed as part of the Development
 - 4.4.4 £5,000 prior to Occupation of the 500th Dwelling constructed as part of the Development.
 - 4.4.5 £5000 prior to Occupation of the 750th Dwelling constructed as part of the Development.
- 4.5 The Borough Council covenants with the Landowners to observe and perform the Obligations specified in Schedule 5 to this Deed.
- 4.6 The County Council covenants with the Landowners to observe and perform the Obligations specified in Schedule 6 to this Deed.

5. **LANDOWNERS WARRANTY**

- 5.1 The Landowners warrant to the Borough Council that they have full power to enter into this Deed and that there is no person (other than those who are a party to this Deed) having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

6. **AGREEMENTS AND DECLARATIONS**

The parties hereto hereby agree and declare as follows:

6.1 **Revocation**

- 6.1.1 This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Councils or the Landowners if the Planning Permission having been granted shall lapse without first having been Commenced or shall be varied or revoked other

than at the request of the Landowners or the Planning Permission having been granted is quashed following a successful legal challenge.

6.2 Resolution of Disputes

6.2.1 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute on the application of either party and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

6.3 Enforcement

6.3.1 This Deed shall bind the Site and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED THAT no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all interest in the Site or such part of the Site to which such breach relates save in respect of any breach at a time when they held any such interest.

6.3.2 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development or operation of the Site

6.4 Local Land Charge

6.4.1 This Deed shall be registered as a local land charge under the Local Land Charges Act 1975.

6.5 Headings

6.5.1 Headings in this Deed are not intended to be taken into account in its construction or interpretation.

6.6 **Contracts (Rights of Third Parties) Act 1999**

6.6.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

6.7 **No Fetter on Discretion**

6.7.1 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.

6.8 **Variation**

6.8.1 The Obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.

6.9 **Mortgagees in Possession**

6.9.1 If a power of sale or power of appointment of a receiver (which includes an administrative receiver) shall have become exercisable in respect of any charge affecting the freehold or leasehold interest in the Affordable Housing Units and as a result of which the chargee wishes to exercise a power of sale or appointment of a receiver then provided that a chargee shall have:-

6.9.1.1 actively and diligently sought to offer for sale that part of the Site to which the power of sale or appointment of a receiver has arisen to a RPSH (such purchase to be subject to the Obligations) for a period of at least three months; and

6.9.1.2 (where no RPSH can be found) offered for sale that part of the Site to which the power of sale or appointment of a receiver has arisen to the Borough Council for a further period of two months and the Borough Council has declined to accept that offer within that period

then on the expiration of both periods referred to above the chargee or receiver may dispose of such part of the Site and the Dwellings erected thereon free from the Obligations PROVIDED THAT at all times the rights and obligations in this clause shall not require the chargee to act

contrary to its duties under its charge and that the Borough Council must give full consideration to protecting the interest of the chargee in respect of moneys outstanding under the charge.

6.9.2 Any mortgagee of part of the Site shall not be bound by the terms of this Deed in relation to that part unless and until: (1) they become a mortgagee in possession of that part of the Site; and (2) in relation to that part they carry out or continue any act of development as defined the definition of Commencement of Development in this Deed save for any continuation of the use permitted by the Planning Permission.

6.10 Interest

6.10.1 If any payment due under this Deed is paid late, interest calculated at 4% above Bank of England base rate will be payable from the date payment is due to the date of payment

6.11 Indexation

6.11.1 The Education Contribution, Early Years Facilities Contribution and the Library Facilities Contribution shall be increased by reference to the percentage increase (if any) of the BCIS Index from the BCIS Index first published after the date of this Deed to the BCIS Index last published before the date that the relevant financial contribution is paid by the application of the formula $A = B \times C/D$

Where

A is the sum actually payable on the Specified Date

B is the original sum payable pursuant to the provisions of this Deed

C is the BCIS Index for the month 2 months before the Specified Date

D is the BCIS Index for the month 2 months before the date of this Deed

C/D= no less than 1

6.11.2 The cost of the Community Facilities shall be subject to increase by reference to any increase in the BCIS Index between the date of this Deed and the date of expenditure using the formula

Where:

P is the payment due;

X is the cost of the Community Facilities;

Y is the figure for the BCIS Index last published before the delivery of the Community Facilities;

Z is the figure for BCIS Index last published before the date of this Deed

And not less than 1

- 6.11.3 The Car Share Contribution and the Travel Plan Monitoring and Support Contribution shall be subject to increase by reference to the increase in the RPI between the date of this Deed and the payment date of the relevant contribution using the formula

Where:

P is the payment due;

X is the relevant contribution;

Y is the figure for the RPI last published before the relevant contribution payment date;

Z is the figure for RPI Index last published before the date of this Deed

And not less than 1

- 6.11.4 In the case of the Relief Road Delivery Bond, the Travel Plan Bond, the TRO Bond the relevant contribution shall be subject to increase by reference to the increase in the HTMA between the date of this Deed and the payment date of the relevant contribution using the formula

Where:

P is the payment due

X is the relevant contribution;

Y is the figure for the HTMA last published before the relevant contribution payment date;

Z is the figure for HTMA last published before the date of this Deed

And not less than 1

6.12 **Severance**

6.12.1 If any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

6.13 **Consents**

6.13.1 Where under this Deed any approval, consent or agreement is required to be given by any party such approval, consent or agreement shall not be unreasonably withheld or delayed.

6.14 **Notices**

6.14.1 All notices requests demands or other written communications to or upon the respective parties hereto pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class letter to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows (or to such other address as may be notified in accordance with this clause):

If to the Borough Council: Planning Obligations and Projects Officer, St. Edmundsbury Borough Council, West Suffolk House, Bury St. Edmunds, Suffolk IP33 3UB

If to the County Council: the Director of Economy Skills and Environment Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX

If to the Landowners: Care of Birketts LLP, 30 Station Road, Cambridge, CB1 2RE (Reference: T Newcombe)

6.14.2 The Landowners (as appropriate) will give written notice to the Councils of the following events as soon as reasonably practicable:-

6.14.2.1 The date of Commencement of the Development.

6.14.2.2 The date of First Occupation of the Development.

6.14.2.3 The date of Occupation of the 100th Dwelling.

6.14.2.4 The date of Occupation of the 200th Dwelling.

6.14.2.5 The date of Occupation of the 350th Dwelling

- 6.14.2.6 The date of Occupation of the 400th Dwelling.
- 6.14.2.7 The date of Occupation of the 500th Dwelling.
- 6.14.2.8 The date of Occupation of the 600th Dwelling
- 6.14.2.9 The date of Occupation of the 20th Dwelling in each Phase
- 6.14.2.10 The date of Occupation of the 40th Dwelling in each Phase
- 6.14.2.11 The date of Practical Completion of the Development.

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

SCHEDULE 1

Draft Planning Conditions

Application No:

SE/09/1283

Proposal:

1. Planning Application - (i) construction of relief road and associated works (ii) landscape buffer
2. Outline Planning Application - (i) residential development (ii) primary school (iii) local centre including retail and community uses (iv) public open space (v) landscaping (vi) infrastructure, servicing and other associated works as supported by additional information and plans received 27th September 2010 relating to landscape and open space, flood risk, environmental statement, drainage, layout, ecology, waste, renewable energy and transport issues including treatment of public footpaths and bridle paths.

Address:

Land North West Of Haverhill, Anne Sucklings Lane, Little Wratting, Suffolk,

Date Valid:

14 October 2009

Determination Date:

4 February 2010

Case Officer:

Chris Rand

Application Type:

Hybrid Application

Recommendation:

GRANT

In respect of the Planning Application for the relief road, Grant Permission subject to the following conditions:

A1 The development hereby permitted shall be begun not later than 3 years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990.

A2 The Relief Road alignment shall be within the red line as indicated on drg 612263/71 Rev. P1, with the junctions located as shown. No development shall commence until precise details of the Relief Road alignment, which shall include horizontal and vertical sections and pedestrian crossing facilities drawn at a scale of not less than 1:200 have been submitted to and approved by the Local Planning Authority.

Reason: To ensure that the roads and sustainable links are constructed to an acceptable standard in the interest of highway safety.

The Relief Road and all associated works including crossing points, shall be completed and made available for use within 5 years from the commencement of

the development approved by Part B of this planning permission.

Reason: To ensure that the access is provided and made available for use at an appropriate time in the interests of road safety and capacity and in accordance with Policy HV12 of Haverhill Vision 2031.

- A4 No development shall commence until an Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. The Statement should include details of the following:
1. Measures for the protection of those trees and hedges on the application site that are to be retained,
 2. Details of all construction measures within the 'Root Protection Area' (defined by a radius of $dbh \times 12$ where dbh is the diameter of the trunk measured at a height of 1.5m above ground level) of those trees on the application site which are to be retained specifying the position, depth, and method of construction/installation/excavation of service trenches, building foundations, hardstandings, roads and footpaths,
 3. A schedule of proposed surgery works to be undertaken to those trees and hedges on the application site which are to be retained.
 4. A supervision schedule.

The development shall be carried out in accordance with the approved Method Statement and supervised on site by a suitably qualified person. Any trees or parts of any hedge, dying or being severely damaged, as a result of any failure to comply with these requirements shall be replaced with trees or hedging of appropriate size and species during the first available planting season following the death, or severe damage to, the trees and hedges.

Reason: To ensure that the most important and vulnerable trees are adequately protected during the period of construction.

- A5 No development shall commence until there has been submitted to and approved in writing by the Local Planning Authority a scheme of soft landscaping for the relief road drawn to a scale of not less than 1:200. The soft landscaping details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants noting species, plant sizes and proposed numbers/ densities. The approved scheme of soft landscaping works shall be implemented not later than the first planting season following commencement of the development (or within such extended period as may first be agreed in writing with the Local Planning Authority). Any planting removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter with planting of similar size and species.

Reason: To enhance the appearance of the development.

- A6 A landscape and ecological management plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior to the commencement of the link road. The content of the LEMP shall take full account of the recommendations of the ecological assessment and mitigation measures set out in Section 8 of the environmental statement dated April 2009 and shall include the following.
2. a) Description and evaluation of features to be managed.

- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organization responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery.

The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The approved plan will be implemented in accordance with the approved details.

Reason: To ensure the satisfactory development of the site.

- A7 No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:
- i. the parking of vehicles of site operatives and visitors
 - ii. loading and unloading of plant and materials
 - iii. site set-up including arrangements for the storage of plant and materials used in constructing the development and the provision of temporary offices, plant and machinery
 - iv. the erection and maintenance of security hoarding including external safety and information signage, interpretation boards, decorative displays and facilities for public viewing, where appropriate
 - v. wheel washing facilities and road cleaning
 - vi. measures to control the emission of dust and dirt during construction
 - vii. a scheme for recycling/disposing of waste resulting from demolition and construction works
 - viii. hours of construction operations including times for deliveries and the removal of excavated materials and waste
 - ix. noise method statements and noise levels for each construction activity including piling and excavation operations,
 - x. access and protection measures around the construction site for pedestrians, cyclists and other road users including arrangements for diversions during the construction period and for the provision of associated directional signage relating thereto.

Reason: To ensure the satisfactory development of the site and to protect the amenity of occupiers of adjacent properties from noise and disturbance.

- A8 (1) No works on site involving any ground disturbance shall commence until the developer has first carried out a programme of archaeological work in accordance with a Written Scheme of Investigation which first shall have been submitted to and approved in writing by the Local Planning Authority.

The Written Scheme of Investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

(2) The road shall not be brought into use until the site investigation and post investigation assessment has been completed, submitted to and approved by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under part 1 of this condition and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: To enable any remains of archaeological significance to be investigated and recorded.

- A9 No development shall be commenced until details of the following drawn to a scale of not less than 1:200 have been submitted to and approved in writing by the Local Planning Authority:
1. Existing and proposed ground levels,
 2. The position and depth of all services to be laid, constructed or installed (including drains, cables, pipes, sewers and soakaways). Where this information is not available the site plan shall be marked up to show all routes available for this use and those areas not marked in this way shall be excluded from this use.
 3. The position and depth of construction of all hard surfaces including roads, footpaths and hardstanding.

The development shall be carried out in accordance with the approved details

Reason: To ensure that the most important and vulnerable trees are adequately protected during the period of construction and to ensure that adequate provision is made for the planting and establishment of new trees.

- A10 Prior to the commencement of any works adjoining a public right of way, details of measures to protect the public right of way and amenity of users of the public right of way during construction of the Relief Road, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the measures shall be put in place and retained in accordance with the approved details.

Reason: to protect the amenity of users of the Public Right of Way.

In respect of the Outline Application for residential development, local centre including retail and community uses, public open space,

landscaping, infrastructure, servicing and other associated works, Grant permission subject to the following conditions:

No development shall be commenced within a development phase until details of the access, appearance, landscaping, layout, parking and scale (hereinafter called 'the reserved matters') relating to that phase have been submitted to and approved in writing by the Local Planning Authority. The development of each phase shall be carried out in accordance with the approved 'reserved matters'.

a) The first application for the approval of reserved matters for the first phase of development shall be made to the Local Planning Authority no later than three years from the date of this permission.

b) The commencement of each phase pursuant to this outline planning permission shall begin before the expiration of two years from the date of the last reserved matter of that phase to be approved.

c) Application(s) for approval of all the reserved matters shall be made to the Local Planning Authority before the expiration of 10 years from the date of this permission.

Reason: To conform with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

82 Before any development is commenced on the site and within three years of the date of this permission, a scheme for the construction of the development in phases shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall include a programme for the delivery of strategic green infrastructure, Primary Road Network and phases of development.

Reason: To ensure the satisfactory development of the site.

83 The Reserved Matters shall be submitted in general accordance with the submitted plans Nos:
SW5100002-28 – Land Use Parameter Plan
SW5100002-29 – Landscape Parameter Plan

Reason: To ensure the satisfactory development of the site.

84 Prior to the commencement of development a Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority. The content of the LEMP shall take full account of the recommendations of the ecological assessment and mitigation measures set out in Section 8 of the environmental statement dated April 2009 and shall include the following.

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.

- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organization responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured and the management body(ies) responsible for its delivery.

The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The approved plan will be implemented in accordance with the approved details.

Reason: To ensure the satisfactory development of the site.

- B5 Prior to the commencement of a section of the Primary Road Network details of the roads, footpaths and cycleways (including layout, gradients, surfacing and means of surface water drainage) for the relevant section of the Primary Road Network shall be submitted to and approved in writing by the local planning authority. The section of Primary Road Network shall be constructed in accordance with the agreed details and shall be retained thereafter in its approved form.

Reason: To ensure that roads/footways are constructed to an acceptable standard in the interest of highway safety.

- B6 Prior to the commencement of a section of Strategic Green Infrastructure a scheme of soft landscaping for the relevant section of Strategic Green Infrastructure, drawn to a scale of not less than 1:200, and a programme for its delivery shall be submitted to and approved in writing by the Local Planning Authority. The soft landscaping details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants noting species, plant sizes and proposed numbers/ densities; a statement explaining how the proposals deliver the objectives of the Landscape and Ecological Management Plan. The approved scheme of soft landscaping works shall be implemented in accordance with the agreed programme. Any planting removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter with planting of similar size and species unless the Local Planning Authority gives written consent for any variation.

Reason: To enhance the appearance of the development.

- B7 The first submission of reserved matters referred to in condition B1 above shall include a Design Code for the development hereby permitted. The Design Code shall develop and interpret the approved parameter plans. The Design Code will provide details and guidance on residential and commercial development (including the community building and school), urban form, street patterns,

architectural character areas, housing density, location of affordable housing, highway matters (including then provision of strategic footpaths and cycleways), noise attenuation measures where necessary, conservation of flora and fauna interests, landscape and open space needs (including children's play provision).

Reason: To ensure high standards of urban design and comprehensively planned development and to ensure a co-ordinated and harmonious integration between different land uses to reflect the scale and nature of development assessed in the Environmental Statement and to accord with the principles set out in national and local policies.

Notwithstanding the provisions of condition B7 above, all subsequent applications submitted for the approval of reserved matters referred to in Condition B1 above shall be supported by a Design Statement which shall cover matters of development layout, buildings blocks and heights, architectural approaches, the function and treatment of key open spaces, street types and street materials, parking, boundary treatments, movement patterns, lighting of outdoor spaces and security principles.

Reason: To ensure high standards of urban design and comprehensively planned development and to ensure a co-ordinated and harmonious integration between different land uses to reflect the scale and nature of development assessed in the Environmental Statement and to accord with the principles set out in national and local policies.

9 No development shall commence within a phase until details of the areas to be provided for the loading, unloading, manoeuvring, parking of vehicles, including secure cycle storage, and a programme of delivery for the relevant phase has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in accordance with the programme for its delivery and shall be retained thereafter and used for no other purpose.

Reason: To ensure that sufficient space for the on-site parking of vehicles is provided.

B10 Prior to the commencement of a phase full details (in the form of scaled plans and / or written specifications) relating to that phase shall be submitted to and approved in writing by the Local Planning Authority to illustrate the following:

- i) Roads, footways, cycleways
- ii) Visibility splays
- iii) Access arrangements
- iv) Parking provision
- v) Cycle parking
- vi) Loading areas and Turning areas

No obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the area of the visibility splays.

Reason: To ensure vehicles exiting the access would have sufficient visibility to enter the public highway safely and vehicles on the public highway would have sufficient warning of a vehicle emerging to take avoiding action in the interests of road safety

B11 No development shall commence within a phase, until a scheme for that particular phase showing the means to prevent the discharge of surface water onto the highway and a timetable for implementation of the scheme has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried in accordance with the agreed timetable for delivery and shall be retained thereafter in its approved form.

Reason: To prevent hazards caused by flowing water or ice on the highway in the interests of road safety.

B12 No development shall commence within a phase until details of the estate roads and footpaths, (including layout, gradients, surfacing and means of surface water drainage) for that particular phase have been submitted to and approved in writing by the local planning authority.

Reason: To ensure that roads/footways are constructed to an acceptable standard in the interest of highway safety.

B13 No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least base course level or better, in accordance with the approved details.

Reason: To ensure that satisfactory access is provided for the safety of residents and the public.

B14 Garage/parking spaces for each dwelling shall be made available for use prior to the occupation of the dwelling to which it relates. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 as amended (or any Order revoking and re-enacting that Order) the floorspace shown within the curtilage of any dwelling for the purpose of garaging and/or car parking shall be retained solely for the garaging and/or parking of private motor vehicles and for ancillary domestic storage incidental to the enjoyment of the associated dwelling and shall be used for no other purpose.

Reason: To ensure that on-street parking and manoeuvring is not detrimental to highway safety.

B15 A minimum of 5% of the affordable housing units within each phase shall be designed to reach the Lifetime Homes Standard (or equivalent measure in any replacement Standard applicable at the time of the development).

Reason: In the interests of sustainable development and in accordance with Policy CS2 (Sustainable Development) of the Core Strategy.

B16 Within any phase, no development shall commence until an Arboricultural Method Statement for that particular phase has been submitted to and approved in writing by the Local Planning Authority. The Statement should include details of the following:

1. Measures for the protection of those trees and hedges on the application site that are to be retained,
2. Details of all construction measures within the 'Root Protection Area' (defined

by a radius of $dbh \times 12$ where dbh is the diameter of the trunk measured at a height of 1.5m above ground level) of those trees on the application site which are to be retained specifying the position, depth, and method of construction/installation/excavation of service trenches, building foundations, hardstandings, roads and footpaths,

3. A schedule of proposed surgery works to be undertaken to those trees and hedges on the application site which are to be retained.

4. A supervision schedule.

The development shall be carried out in accordance with the approved Method Statement and supervised on site by a suitably qualified person. Any trees or parts of any hedge, dying or being severely damaged, as a result of any failure to comply with these requirements shall be replaced with trees or hedging of appropriate size and species during the first available planting season following the death, or severe damage to, the trees and hedges.

Reason: To ensure that the most important and vulnerable trees are adequately protected during the period of construction.

- B17 No phase shall commence until there has been submitted to and approved in writing by the Local Planning Authority a scheme of soft landscaping for that particular phase drawn to a scale of not less than 1:200 and a programme for its delivery. The soft landscaping details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants noting species, plant sizes and proposed numbers/ densities; a statement explaining how the proposals deliver the objectives of the Landscape and Ecological Management Plan. The approved scheme of soft landscaping works shall be implemented in accordance with the agreed programme. Any planting removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter with planting of similar size and species unless the Local Planning Authority gives written consent for any variation.

Reason: To enhance the appearance of the development.

- B18 No development shall be commenced within a phase until details of the following, for that particular phase, drawn to a scale of not less than 1:200 have been submitted to and approved in writing by the Local Planning Authority:

1. Existing and proposed ground levels,
2. The position and depth of all services to be laid, constructed or installed (including drains, cables, pipes, sewers and soakaways). Where this information is not available the site plan shall be marked up to show all routes available for this use and those areas not marked in this way shall be excluded from this use.
3. The position and depth of construction of all hard surfaces including roads, footpaths, driveways, hardstanding and patios.

The development shall be carried out in accordance with the approved details.

Reason: To ensure that the most important and vulnerable trees are adequately protected during the period of construction and to ensure that adequate provision is made for the planting and establishment of new trees.

- B19 No development shall commence with a phase until a scheme for the provision of fire hydrants within that phase has been submitted to and approved in writing by the Local Planning Authority. The fire hydrants shall be provided in accordance

with the approved scheme and thereafter be retained in their approved form.

Reason: To ensure the adequate supply of water for fire fighting/community safety

- B20 (1) Within any phase, no works on site involving any ground disturbance shall commence until the developer has first carried out a programme of archaeological work in accordance with a Written Scheme of Investigation for that particular phase which first shall have been submitted to and approved in writing by the Local Planning Authority.

The Written Scheme of Investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development.

(2) No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under part 1 of this condition and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: To enable any remains of archaeological significance to be investigated and recorded.

- B21 No development shall take place within any phase, including any works of demolition, until a Construction Method Statement for that particular phase has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- i. the parking of vehicles of site operatives and visitors
- ii. loading and unloading of plant and materials
- iii. site set-up including arrangements for the storage of plant and materials used in constructing the development and the provision of temporary offices, plant and machinery
- iv. the erection and maintenance of security hoarding including external safety and information signage, interpretation boards, decorative displays and facilities for public viewing, where appropriate
- v. wheel washing facilities and road cleaning
- vi. measures to control the emission of dust and dirt during construction
- vii. a scheme for recycling/disposing of waste resulting from demolition and construction works
- viii. hours of construction operations including times for deliveries and the

removal of excavated materials and waste

- ix. noise method statements and noise levels for each construction activity including piling and excavation operations,
- x. access and protection measures around the construction site for pedestrians, cyclists and other road users including arrangements for diversions during the construction period and for the provision of associated directional signage relating thereto.

Reason: To ensure the satisfactory development of the site and to protect the amenity of occupiers of adjacent properties from noise and disturbance.

- B22 No phase shall be commenced until a foul water strategy, including a timetable for implementation, for that particular phase has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as specified in the approved scheme and thereafter the scheme shall be managed and maintained in accordance with the approved details.

Reason: To prevent environmental and amenity problems arising from flooding.

- B23 No development shall take place within any phase until details of the implementation, maintenance and management of the sustainable urban drainage scheme for that particular phase have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented at such time(s) as may be specified in the approved scheme and thereafter the scheme shall be managed and maintained in accordance with the approved details. Those details shall include:

- i. a timetable for its implementation, and
- ii. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable urban drainage scheme throughout its lifetime.

Reason: To reduce the risk of flooding.

- B24 No development shall commence within any phase until a scheme for the storage of refuse and the provision of recycling facilities for that particular phase have been submitted to and approved in writing by the Local Planning Authority. The approved refuse storage and recycling facilities shall be provided in their entirety and been made available for use prior to the dwelling/s or building to which it relates being first occupied. Thereafter these facilities shall be retained in accordance with the approved details and continue to be available for use unless the prior written consent of the Local Planning Authority is obtained for any variation to the approved details.

Reason: To ensure the incorporation of waste storage and recycling arrangements and ensure that bins are not stored on the highway causing obstruction and dangers for other users.

- B25 Within any phase, development other than that required to be carried out as part of an approved scheme of remediation must not commence until parts 1 to 3 of this condition have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the

Local Planning Authority in writing until part 4 has been complied with in relation to that contamination.

1. Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on that particular phase, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

(i) a survey of the extent, scale and nature of any contamination identified;

(ii) an assessment of the potential risks to:

- o human health,
- o property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- o adjoining land,
- o groundwaters and surface waters,
- o ecological systems,
- o archaeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

2. Submission of Remediation Scheme

A detailed remediation scheme (which may be on a phased basis), to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

3. Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

4. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of part 1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of part 2, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with part 3.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy NE6 of the Replacement Local Plan.

- B26 Details of the local centre shall include a noise impact assessment, mitigation measures to control noise from activities within the area, buildings, deliveries, plant and ventilation systems. Such details shall be submitted to and approved by the local planning authority and implemented before the building to which it relates is first brought into use.

Reason: To ensure that the residential development is protected from existing and proposed noise sources.

- B27 Prior to the commencement of any phase adjoining a public right of way, details of measures to protect the public right of way and amenity of users of the public right of way during construction of that particular phase, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the measures shall be put in place and retained in accordance with the approved details.

Reason: to protect the amenity of users of the Public Right of Way

Notes:

- 1 References in this Notice to the Replacement Local Plan and to the Core Strategy are references to the Replacement St Edmundsbury Borough Local Plan 2016 and the St Edmundsbury Core Strategy December 2012 as supported by Supplementary Planning Document 'Development Design and Impact' September 2011.
 - 2 Any failure to adhere to approved plans or to comply with any conditions or limitations attached to this permission/ consent may lead to enforcement
- 13.

action being taken. This permission may be invalidated if conditions requiring compliance before commencement are not complied with.

- 3 The development/work hereby permitted may be subject to the requirements of the Building Regulations 2000 and advice may be sought from the Council's Building Control Manager. In the event that the scheme has to be modified to comply with the Building Regulations or other legislation it may be necessary to submit revised plans for consideration as an amendment to this permission/consent or in certain circumstances to submit a revised application. No development/work should be carried out until all necessary permissions/consents have been obtained.
- 4 This permission does not grant any approval or consent which may be required under any enactment, bylaw, order or regulation other than the Town and Country Planning Act 1990 or under any covenant.
- 5 In accordance with the Regulation 11D of the Town and Country Planning (Fees for Applications and Deemed Applications)(Amendment)(England) Regulations 2008, a fee of £97 will be charged for each request for the discharge of a condition(s) attached to this planning permission. The fee will need to be submitted with each request. Cheques should be made payable to St Edmundsbury Borough Council.
- 6 The responsibility for the safe development and secure occupancy of the site rests with the developer. If contamination is found on the site that was not previously identified, the Borough Council's Environmental Health Department should be contacted as a matter of urgency to discuss the situation.
- 7 This permission is the subject of an Obligation under Section 106 of the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991.
- 8 This planning permission does not authorise any interference with, or disturbance of, any right of way which crosses the site. If a diversion or stopping-up of a right of way is required this must be resolved between the parties concerned.
- 9 It is an OFFENCE to carry out works within the Public Highway, which includes a Public Right of Way, without the permission of the Highway Authority. Any conditions which involve works within the limits of the public highway do not give the applicant permission to carry them out. Unless otherwise agreed in writing, all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense. The County Council's West Area Highway Manager should be contacted at West Suffolk House, Western Way, Bury St Edmunds IP33 3YU. (Tel: 01284 758868). A fee is payable to the Highway Authority for the assessment and inspection of both new vehicular crossing access works and any improvements deemed necessary to existing vehicular crossings due to the proposed development.
- 10 The Local Planning authority recommends that developers should enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction and subsequent adoption of estate roads.

1 The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums and changes to the existing street lighting and signing.

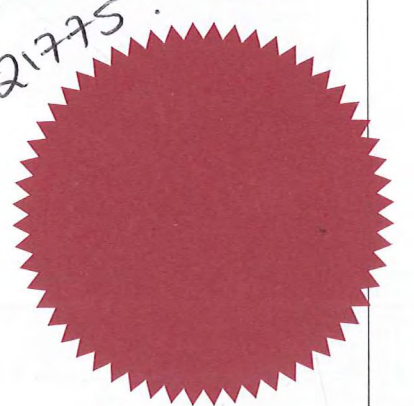
12 In the event that Lifetime Homes Standards cease to be enforced or exist, then 5% of the affordable housing units shall be constructed to comply with any replacement National standards. In the event that Lifetime Homes Standards are not replaced by any National standards then the affordable housing units shall be constructed solely in accordance with the relevant Building Regulation standards applicable at the time of construction.

SCHEDULE 2

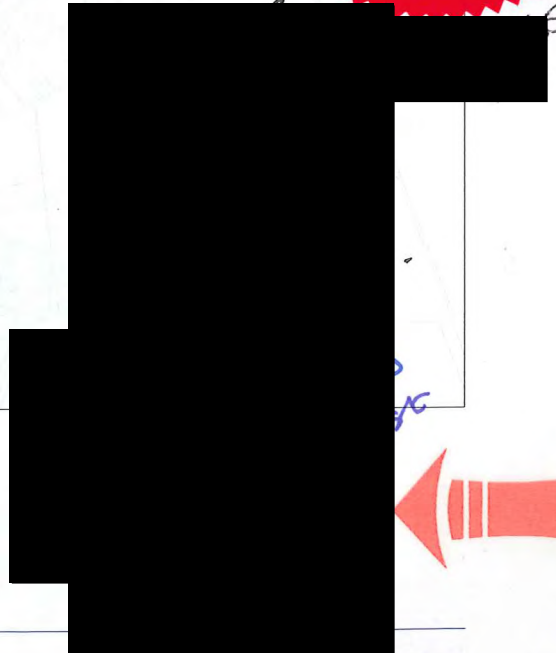
Site Plan and Landownership Plan



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— Proposal Site Boundary

North West Haverhill
Site Location Plan

Client NW Haverhill Landowners
Date April 2009

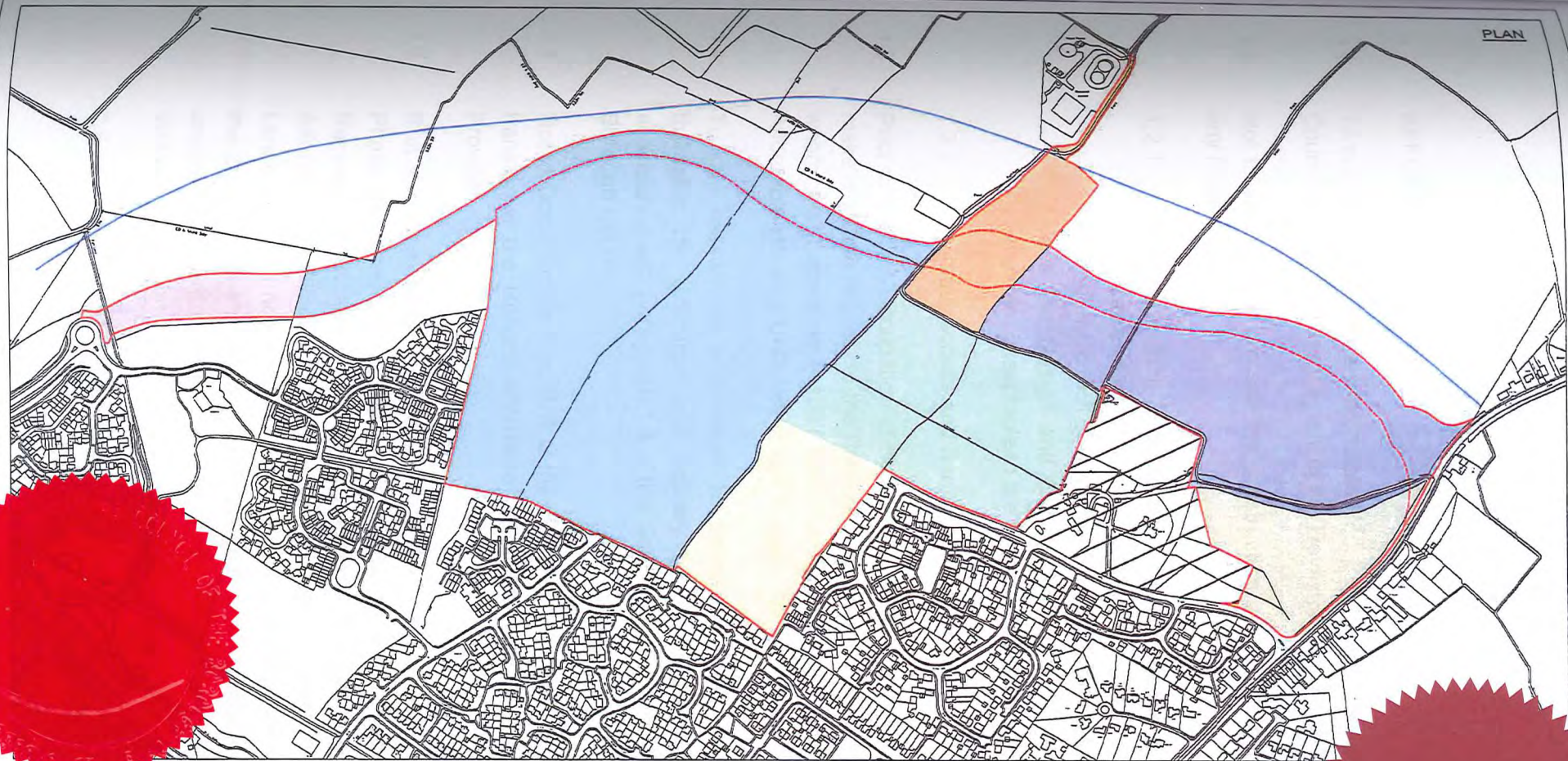
Drawing no. SW5100002-34
Revision 1

Drawn by CWF
Checked by

Scale 1:5000 @ A3
OS Licence number 100020449

16 Upper King
Street Norwich
NR3 1HA
01603 763939
www.bidwells.co.uk





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Key

Ownership	Acres	Percentage	Site Area	Acres	Percentage
Vesloy's Marriage Settlement	3.236	2.717%	Gross Area Ownership Boundary	119.093	100.000%
Vesloy 1993 Settlement	54.253	45.639%	Bypass Application Boundary	19.009	16.012%
Vesloy F&B Settlement	5.134	5.151%			
Helen Josephine Polly	23.287	19.562%			
Neville Smith & Andrew Smith	16.635	13.938%			
Arthur John, Ruth & Rachel Smart	6.999	5.877%			
Highbrook Limited	8.439	7.085%			

- Notes
- No Dimensions are to be read from this drawing.
 - Contractors must verify all ground dimensions at site before commencing any work or making any final decisions.
 - This drawing is the sole copyright of Savills and no part may be reproduced without the written consent of the above.
 - The Location Plans are prepared from the Ordnance Survey Map with the assistance of the Controller of Air, Cadastre Office, Great Copyright Reserved.

Project | North West Havenhill
 Client | NW Havenhill Landowners
 Drawing | Ownership Plan
 Date | Nov 2013

Job No. | CAPL 223896
 Drawing No. | 223 896 001
 Rev | A
 Scale | 1:2500 @ A1

Drawn | MJ
 Checked | RG

NCRTH

Savills PLANNING
 LINEX HOUSE 120-124 HILLS ROAD CAMBRIDGE CB2 1PA
 Telephone: (01223) 347000
 Facsimile: (01223) 347111
 www.savills.co.uk

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SCHEDULE 3

The Landowners' covenants with the borough council

1. AFFORDABLE HOUSING

- 1.1 To submit for approval an Affordable Housing Scheme for each Phase to the Borough Council prior to Commencement of the Development in that Phase
- 1.2 Not to construct or procure the construction of the Affordable Housing Units within any Phase:
 - 1.2.1 otherwise than in accordance with the approved plans and the approved Affordable Housing Scheme unless otherwise agreed in writing with the Borough Council and for the Rented Affordable Dwellings in compliance with the Design and Quality Standards (as applicable) or such other standard acceptable to the Registered Provider; or
 - 1.2.2 without Access and Service Infrastructure.
- 1.3 Prior to the first Occupation of the Development in any Phase the Landowners shall make a written request to the Borough Council for a list of Registered Providers with whom the Landowners shall seek to agree Reasonable Terms to acquire the Affordable Housing Units within that Phase ("the Registered Providers List").
- 1.4 To use reasonable endeavours to procure as soon as reasonably practicable thereafter the execution and delivery by the Registered Provider, identified in accordance with paragraph 1.3 of this Schedule, of the Nomination Agreement to the Borough Council.
- 1.5 Not to Occupy more than 50% of the Open Market Dwellings in any Phase prior to the transfer of the Rented Affordable Dwellings within that Phase to the Registered Provider
- 1.6 If at any time up to the Occupation of 25% of the Open Market Dwellings in any Phase the Landowners have been unable to agree Reasonable Terms with any Registered Provider from the Registered Providers List to acquire any of the Rented Affordable Dwellings in that Phase ("the Unsold Rented Affordable Dwellings") the Landowners will notify the Borough Council in writing ("the Written Notification") and the Landowners shall then, if the Borough Council is unable or unwilling to nominate another Registered Provider able to agree Reasonable Terms within 28 days of the Written Notification, either:
 - 1.6.1 complete and offer the Unsold Rented Affordable Dwellings as Intermediate Housing in accordance with paragraph 1.8 below if the

Borough Council responds in writing within 28 days from the Written Notification with a request to do so; or

1.6.2 if, following a request by the Borough Council in accordance with paragraph 1.6 above, any Unsold Rented Affordable Dwellings remain unsold at the date 6 months from their Practical Completion or 6 months from their having been marketed as Intermediate Housing (whichever is the later) or if the Borough Council either confirms it does not require the Unsold Rented Affordable Dwellings to be sold as Intermediate Housing or fails to respond to the Written Notification within 28 days, the Landowners may offer to the open market the Unsold Rented Affordable Dwellings free from the provisions in this paragraph 1 but in accordance with paragraph 1.12 below.

1.7 If the Borough Council does nominate an alternative Registered Provider in accordance with paragraph 1.6.1 above, but Reasonable Terms have not been reached within 6 months of the Written Notification despite the Landowners having used reasonable endeavours to do so, then 1.6.1 and 1.6.2 shall apply.

1.8 The Landowners shall Practically Complete all of the Intermediate Housing in any Phase prior to Occupation of 75% of the Open Market Dwellings in that Phase and no later than one month following the Practical Completion of all the Intermediate Housing the Landowners shall either:

1.8.1 contact the Borough Council with notice of intention to transfer those Intermediate Houses to a Registered Provider as a Shared Ownership Dwellings;

1.8.2 or contact the Borough Council with notice of:

1.8.2.1 the figure for each Intermediate House (averaged from three valuations given by three qualified agents in the Borough of St. Edmundsbury) representing 75% of the market value for an equivalent property (sold on the open market free from restrictions contained within this Schedule), and

1.8.2.2 a request for the Borough Council to provide a list of the names and contact information of persons who might wish to purchase a Dwelling as Shared Equity Housing on the Site.

1.9 Any Shared Equity Housing shall only be sold for the figure given in 1.8.2.1

1.10 Each sale and subsequent sale of any Shared Equity Housing shall be in accordance with and follow the procedures outlined in paragraphs 1.8 and 1.9 of this Schedule

and in addition, a restriction shall be placed on the title of each Shared Equity Housing Dwelling as follows:

- 1.10.1 "No disposition of the registered estate (other than by a charge) by the proprietor of the registered estate is to be registered without a certificate signed by an authorised officer of St. Edmundsbury Borough Council that the provisions of paragraphs 1.9 to 1.10 of the agreement under section 106 of the Town and Country Planning Act 1990 between the Council of the Borough of St Edmundsbury, Suffolk County Council, The Trustees Of E.H. Vestey's Marriage Settlement, The Trustees Of The Vestey 1993 Settlement, The Trustees Of The Vestey F & B Settlement, Helen Josephine Pelly, Neville Smith and Andrew Smith, Arthur John Smart, Ruth Smart and Rachel Smart, and Hightrans Limited
- 1.11 If within six (6) months of the notices given by the Landowners in accordance with paragraph 1.6 and 1.8.1 of this Schedule 3, no contract has been entered into with a Registered Provider regarding any Shared Ownership Dwelling or any persons to sell any Shared Equity Housing Dwelling, and no agreement has been reached to agree Reasonable Terms with any Registered Provider to acquire the Shared Ownership Dwellings as Affordable Rented Dwellings instead (which for the avoidance of any doubt this Deed shall entitle the Landowners to seek to do so) despite the Landowners having used reasonable endeavours to do so, the Landowners may sell that Dwelling as an Open Market Dwelling free from the provisions of this paragraph 1.
- 1.12 Any open market sale pursuant to paragraphs 1.6.2 or 1.11 above shall be on the basis that that Dwelling shall thereafter be free from any restrictions contained in this paragraph 1 of schedule 3 and within twenty eight days of completion of such open market sale above the Landowners will remit to Borough Council the Affordable Housing Payment in respect of that Dwelling PROVIDED THAT any proceeds under this clause are to be used by the Borough Council for the provision of affordable housing within the borough.
- 1.13 Nothing in this paragraph 1 shall be binding on a Protected Person or any mortgagee or chargee in possession of a Protected Person or any receiver appointed by such mortgagee or chargee or any person or body deriving title from any such person

2. OPEN SPACE

The Landowners covenant:

In relation to each Phase not to Commence Development in that Phase until the On Site Open Space Scheme has been submitted to and approved in writing by the Borough Council

To deliver the On Site Open Space in each Phase in accordance with the approved On Site Open Space Scheme for that Phase

Not to Occupy more than 80% of the Dwellings in any Phase until the On Site Open Space Areas for that Phase has been delivered in accordance with the approved On Site Open Space Scheme to the satisfaction of the Borough Council and a certificate has been issued by the Borough Council accordingly

No later than one year following the issue of the certificate issued in accordance with 2.3 above, the Landowners shall have either transferred the relevant parcel of On Site Open Space to the Borough Council in accordance with the following terms:

- 2.4.1 Transfer for £1
- 2.4.2 Freehold tenure
- 2.4.3 All necessary rights granted to the Borough Council and reserved for the benefit of the retained land on the Site
- 2.4.4 Restriction on Borough Council use as open space only
- 2.4.5 Return to the Landowners of any unused land within 18 months of cessation of use as open space

Or, transferred on equivalent terms to a management company in accordance with the agreed On Site Open Space Scheme

If the Open Space Areas are transferred to the Borough Council, to pay the Open Space Maintenance Contribution for that Phase to the Borough Council upon the transfer of the Open Spaces Areas in accordance with paragraph 2.4

to pay interest at 4% above the base rate of the Bank of England for the time being in force on any part of the Open Space Maintenance Contribution not paid within 28 days of the date upon which it becomes due in accordance with paragraph 2.5 above (whether formally demanded or not).

COMMUNITY FACILITIES

Prior to the Commencement of the Development, the Landowners shall serve notice on the Borough Council requesting confirmation regarding the delivery of the Community Facilities on the Site

Within 28 days of receipt of such notice, the Borough Council shall confirm to the Landowners whether the Landowners shall either:

- 3.2.1 deliver themselves the Community Facilities on the Site; or
- 3.2.2 make a payment to the Borough Council of the Community Facilities Contribution for the delivery of the Community Facilities on the School Site

If the Landowners have been served notice in accordance with 3.2.1 that they will deliver the Community Facilities on the Site then:

- 3.3.1 Prior to Commencement of the Development of the Phase within which the Community Facilities is to be located they shall submit to the Borough Council the Community Facilities Scheme for approval;
- 3.3.2 following approval of the Community Facilities Scheme they shall construct the Community Facilities in accordance with the approved Community Facilities Scheme prior to First Occupation of the 500th Dwelling to be Occupied

If the Landowners have been served notice in accordance with 3.2.2 that they shall make a payment to the Borough Council of the Community Facilities Contribution then:

- 3.4.1 they shall pay the Community Facilities Contribution to the Borough Council prior to the first Occupation of the 500th Dwelling to be Occupied

CEMETERY CONTRIBUTION

The Landowners shall pay the Cemetery Contribution to the Borough Council in instalments:

- 4.1.1 £10,000 prior to the first Occupation of the 100th Dwelling to be Occupied, and
- 4.1.2 the remaining Contribution (up to a maximum of £7,500) prior to the Occupation of the 500th Dwelling

HEALTHCARE CONTRIBUTION

The Landowners shall pay the Healthcare Contribution to the Borough Council prior to the first Occupation of the 100th Dwelling to be Occupied

SCHEDULE 4

Obligations to the County Council

1. **SCHOOL**
- 1.1 The County Council shall be entitled, from the completion of the 100th Dwelling to be completed on the Site, for a period of five years thereafter, to serve written notice on the Landowners to call for a transfer of the School Site in accordance with paragraph 1.3 below
- 1.2 The Landowners agree to transfer the School Site to the County Council within 6 months from the date of a written notice from the County Council calling for a transfer of the School Site in accordance with paragraph 1.3 below and the date on which the School Site is transferred, and this is completed, shall be known as the Date of Transfer
- 1.3 Any Transfer of the School Site to the County Council in accordance with paragraph 1.1 and 1.2 above shall be in accordance with the following transfer terms:
 - 1.3.1 Transfer for £1
 - 1.3.2 Freehold title
 - 1.3.3 Free from contamination
 - 1.3.4 subject to confirmation that all archaeological surveys have been undertaken and any matters arising resolved
 - 1.3.5 Accessed to highways and serviced to the boundary
 - 1.3.6 Rights reserved
 - 1.3.7 Restriction on County Council use for early years, primary education and associated community uses only
 - 1.3.8 Return of any unused land
- 1.4 In addition to (and always taking into account of) the above the transfer of the School Site by the Landowners to the County Council shall be in the form as set out in the TP1 in Schedule 9
- 1.5 The County Council shall Commence Development of the School Site within three years from the Date of Transfer .

Irrespective of whether the County Council serves written notice on the Landowners to call for a transfer of the School Site, the Landowners shall pay the Education Contribution to the County Council in four instalments as follows:

- 1.6.1 The first payment of £1,280,000 to be made prior to the Occupation of the 200th Dwelling to be Occupied
- 1.6.2 The second payment of £1,280,000 to be made prior to the occupation of the 400th Dwelling to be Occupied
- 1.6.3 The third payment of £1,280,000 to be made prior to the Occupation of the 600th Dwelling to be Occupied
- 1.6.4 The fourth payment shall be an amount to be determined by the Landowners and agreed by the County Council once the last of the reserved matters has been approved (in accordance with the formula given in the definition of Education Payment), and this fourth payment shall be made prior to the Occupation of the 800th Dwelling to be Occupied

The Landowners agree not to Occupy or allow Occupation of any of the Dwellings beyond those triggers set out in paragraph 1.6 above without payment (after applying BCIS Index) of the relevant Education Contribution having been made to the County Council

EARLY YEARS FACILITIES CONTRIBUTION

Prior to the Occupation of the 350th Dwelling to be Occupied, the Landowners will pay the Early Years Facilities Contribution (after applying BCIS Index) to the County Council.

LIBRARY FACILITIES CONTRIBUTION

The Landowners shall pay the Library Facilities Contribution (after applying BCIS Index) prior to the first Occupation of the 500th Dwelling to be Occupied

The Landowners shall not Occupy, or cause or allow any Occupation of the 501st Dwelling, if the Library Facilities Contribution has not been paid in full

FOOT AND CYCLE LINKS CONTRIBUTION AND RIGHTS OF WAY LEGAL COSTS CONTRIBUTION

The Landowners shall pay the first 50% of the Foot and Cycle Links Contribution prior to the Commencement of the first Dwelling within the Development

- 4.2 The Landowners shall not Commence construction of the first Dwelling unless the first 50% of the Foot and Cycle Links Contribution has been paid to the County Council
- 4.3 The Landowners shall pay the remaining 50% of the Foot and Cycle Links Contribution prior to the Commencement of the 100th Dwelling within the Development
- 4.4 The Landowners shall not Commence construction of the 100th Dwelling unless the remaining 50% of the Foot and Cycle Links Contribution has been paid to the County Council
- 4.5 The Landowners shall pay the Rights of Way Legal Costs Contribution prior to the first Occupation of the 500th Dwelling to be Occupied
- 4.6 The Landowners shall not Occupy, or cause or allow any Occupation of the 501st Dwelling, if the Rights of Way Legal Costs Contribution has not been paid in full

5. **TRO CONTRIBUTION and TRO BOND**

- 5.1 The Landowners shall pay the TRO Contribution prior to the first Occupation of the first Dwelling to be Occupied
- 5.2 Prior to the Commencement of Development, the Landowners shall deliver a signed copy of the TRO Bond to the County Council

6. **OFF SITE CYCLE STANDS CONTRIBUTION**

- 6.1 The Landowners shall pay the Off Site Cycle Stands Contribution prior to the first Occupation of the first Dwelling to be Occupied

7. **TRAVEL PLAN**

- 7.1 The Landowners shall pay the Travel Plan Monitoring and Support Contribution prior to the first Occupation of the first Dwelling to be Occupied
- 7.2 The Landowners shall pay the Car Share Contribution prior to the first Occupation of the first Dwelling to be Occupied
- 7.3 Prior to the first Occupation of the first Dwelling to be Occupied, the Landowners shall deliver the completed Travel Plan Bond to the County Council
- 7.4 One tenth of the original sum of Travel Plan Bond will be released back to the Landowners in accordance with Schedule 6 for each year the requirements and annual targets of the framework and workplace or residential travel plans approved as part of the reserved matters for the Development ("the Travel Plan") have been met for a period of ten years

7.5 In the event that the Landowners fail in the reasonable opinion of the County to perform the obligations and deliver the requirements of the Travel Plan the County Council will serve a notice ("the Travel Plan Notice") on the Landowners, specifying the actions required by the Landowners

7.6 After 28 days from the date of service of the Travel Plan Notice, if the Landowners have failed in the reasonable opinion of the County Council to comply with the requirements of the Travel Plan Notice, the County Council may call on the Travel Plan Bond and carry out the requirements of the framework or full Travel Plan without further recourse to the Landowners.

8. PUBLIC TRANSPORT

8.1. Prior to first Occupation of a Dwelling the Landowners shall serve notice on the County Council as to whether they will:

8.1.1 be delivering the Public Transport Services; or

8.1.2 be making a payment to the County Council of the Public Transport Services Contribution

8.2 If the Landowners have served notice in accordance with 8.1.1 that they will be delivering the Public Transport Services then they shall:

8.2.1 Prior to Commencement of Development deliver a bond to the County Council of equivalent maximum value to the Public Transport Services Contribution to be reducing over a time period of 5 years

8.2.2 Prior to the first Occupation of the 150th Dwelling to be Occupied, submit the Public Transport Services Phase 1 Scheme to the County Council for approval (such approval not to be unreasonably withheld or delayed), and shall ensure that such services are in operation prior to the Occupation of the 150th Dwelling to be Occupied

8.2.3 Prior to the first Occupation of the 500th Dwelling to be Occupied, submit the Public Transport Services Phase 2 Scheme to the County Council for approval (such approval not to be unreasonably withheld) and shall ensure that such services are in operation prior to the 500th Dwelling Occupation

8.3 If the Landowners have served notice in accordance with 8.1.2 that they will be making a payment to the County Council of the Public Transport Services Contribution then they shall pay the Public Services Transport Contribution in three instalments to the County Council:

8.4.1 £150,000 prior to the Occupation of the 150th Dwelling to be Occupied

- 8.4.2 a further £200,000 prior to the Occupation of the 350th Dwelling to be Occupied, and
 - 8.4.3 the remaining payment (up to £300,000 to be agreed with the County Council based upon the actual cost of delivery of the Public Transport Services) prior to the Occupation of the 500th Dwelling to be Occupied
- 8.4 The Landowners shall pay the RTPi Screens Contribution to the County Council prior to the first Occupation of the first Dwelling to be Occupied
9. The Landowners shall pay interest at 4% above the base rate of the Bank of England for the time being in force on any part of the Contributions set out in paragraphs 1 to 8 above not paid within 28 days of the date upon which they becomes due (whether formally demanded or not).

SCHEDULE 5

Obligations of the Borough Council

1. Following the performance and satisfaction of all the obligations contained in this Deed the Borough Council shall as soon as practically possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
2. The Borough Council covenants that following submission of an Affordable Housing Scheme in accordance with paragraph 1.1 of Schedule 3, the Borough Council shall not unreasonably withhold or delay approval and in any event shall respond in writing within 28 days
3. The Borough Council covenants that following a request for a Registered Providers List having been made pursuant to paragraph 1.3 of Schedule 3 it shall within 14 days respond with a list of Registered Providers it wishes the Landowners to seek to agree Reasonable Terms with
4. The Borough Council shall upon receipt of a Written Notification in accordance with paragraph 1.6 of Schedule 3 use reasonable endeavours to nominate a suitable Registered Provider within 28 days
5. The Borough Council shall hold the proceeds paid in accordance with paragraph 1.12 of schedule 3 in an interest bearing account and at the end of five years from receipt of such proceeds will repay to the Landowners any remaining monies not spent on the provision of affordable housing in the parish of Haverhill or its neighbouring parishes
6. The Borough Council shall on request provide the Landowners with such evidence as they shall reasonably require confirming the expenditure of the proceeds in accordance with Paragraph 7 of Schedule 3
7. The Borough Council covenants not to withhold or delay approval to any On Site Open Space Scheme submitted pursuant to paragraph 2.1 of Schedule 3 and in any event to respond in writing within 28 days
8. The Borough Council hereby covenants with the Landowners to hold the Open Space Maintenance Contribution in an interest bearing account and apply it and any interest accrued only towards the provision of open space and recreation facilities serving the Development
9. The Borough Council hereby covenants with the Landowners that in the event that the Open Space Maintenance Contribution or any part of it has not been committed (by way of a contract to provide the open space or recreation facilities or by the

expenditure of the monies) to the provision of the facilities referred to in paragraph 5 above within ten years of the date of payment of the Open Space Maintenance Contribution then the Borough Council will repay to the Landowners so much of the Open Space Maintenance Contribution as shall remain uncommitted together with any accrued interest thereon

10. The Borough Council covenants that it shall not unreasonably withhold or delay its confirmation regarding Community Facilities pursuant to a notice received in accordance with paragraph 3.1 of Schedule 3 and in any event shall respond within 28 days
11. The Borough Council hereby covenants with the Landowners to hold the Community Facilities Contribution in an interest bearing account and apply it and any interest accrued only towards the provision of the Community Facilities on the School Site
12. The Borough Council hereby covenants with the Landowners that in the event that the Community Facilities Contribution or any part of it has not been committed (by way of a contract to provide the Community Facilities on the School Site within five years of the date of payment of the Community Facilities Contribution then the Borough Council will repay to the Landowners so much of the Community Facilities Contribution as shall remain uncommitted together with any accrued interest thereon
13. The Borough Council hereby covenants with the Landowners to hold the Cemetery Contribution in an interest bearing account and apply it and any interest accrued only towards the costs of expansion of the Haverhill Cemetery
14. The Borough Council hereby covenants with the Landowners that in the event that the Cemetery Contribution or any part of it has not been committed in accordance with Paragraph 13 on this Schedule within five years of the date of payment of the Cemetery Contribution then the Borough Council will repay to the Landowners so much of the Cemetery Contribution as shall remain uncommitted together with any accrued interest thereon
15. The Borough Council covenants with the Landowners that when the Borough Council receives the Healthcare Contribution then the Council shall inform NHS England within 10 Working Days of receipt of the Healthcare Contribution and pay any or all of the Health Contribution to NHS England (or any party nominated by NHS England) within 20 Working Days of receipt of written request from NHS England such request to have been received within 5 (five) years from the date of receipt of the Healthcare Contribution and which shall request payment of the Health Contribution(s) together with written evidence that a committed scheme of works or project is in place has been commissioned and construction contracts have been let for the provision of a health facility in the vicinity of the Development

16. The Borough Council hereby covenants with the Landowners to hold the Healthcare Contribution in an interest bearing account and apply it and any interest accrued only towards the provision of the Healthcare Facilities serving the Development
17. The Borough Council hereby covenants with the Landowners that in the event that the Healthcare Contribution or any part of it has not been committed in accordance with Paragraph 15 of this Schedule within five years of the date of payment of the Healthcare Contribution then the Borough Council will repay to the Landowners so much of the Healthcare Contribution as shall remain uncommitted together with any accrued interest thereon.

SCHEDULE 6

Obligations of the County Council

1. The County Council hereby covenants with the Landowners to hold the Education Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the construction of the School or the provision of education in Haverhill which serves the Development
2. The County Council hereby covenants with the Landowners that in the event that the Education Contribution or any part of it has not been committed to the provision of the construction of the School or the provision of education in Haverhill serving the Development and which is necessary as a result of the Development within ten years of the date of Completion of the Development then the County Council will repay to the Landowners so much of the Education Contribution as shall remain uncommitted together with any accrued interest thereon
3. The County Council covenants that once it has served written notice on the Landowners calling for a transfer of the School Site in accordance with paragraph schedule 4 paragraph 1.3 it shall Commence Development of the School within 3 (three) years from the Date of Transfer and shall proceed with the construction and opening of the School without unreasonable delay
4. The County Council hereby covenants with the Landowners to hold the Early Years Facilities Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the provision of Early Years Facilities within the School Site
5. The County Council hereby covenants with the Landowners that in the event that the Early Years Contribution or any part of it has not been committed to the provision of Early Years Facilities within the School Site within five years of the date of Practical Completion of the Development then the County Council will repay to the party who made the payment so much of the Early Years Contribution as shall remain uncommitted together with any accrued interest thereon
6. The County Council hereby covenants with the Landowners to hold the Library Facilities Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the provision of Library Facilities serving the Development
7. The County Council hereby covenants with the Landowners that in the event that the Library Facilities Contribution or any part of it has not been committed towards the provision of library facilities serving the Development which are necessary as a result of the Development above within five years of the date of the date of payment

then the County Council will repay to the Landowners so much of the Library Facilities Contribution as shall remain uncommitted together with any accrued interest thereon

8. The County Council hereby covenants with the Landowners to hold the Foot and Cycle Links Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the provision of foot and cycle ways as per the definition of Foot and Cycle Links Contribution in this Deed
9. The County Council hereby covenants with the Landowners that in the event that the Foot and Cycle Links Contribution or any part of it has not been committed in accordance with paragraph 8 above within five years of the date of Practical Completion of the Development then the County Council will repay to the Landowners so much of the Foot and Cycle Links Contribution as shall remain uncommitted together with any accrued interest thereon
10. The County Council hereby covenants with the Landowners to hold the TRO Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards traffic regulation orders serving the Development
11. The County Council hereby covenants with the Landowners that in the event that the TRO Contribution or any part of it has not been committed towards the provision of traffic regulation orders resulting from the Development within five years of the date of Practical Completion of the Development then the County Council will repay to the party who made the payment so much of the TRO Contribution as shall remain uncommitted together with any accrued interest thereon
12. The County Council hereby covenants with the Landowners to hold the Off Site Cycle Stands Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the provision of the required Off Site Cycle Stands serving the Development
13. The County Council hereby covenants with the Landowners that in the event that the Off Site Cycle Stand Contribution or any part of it has not been committed in accordance with paragraph 12 above within five years of the date of Practical Completion of the Development then the County Council will repay to the party who made the payment so much of the Off Site Cycle Stands Contribution as shall remain uncommitted together with any accrued interest thereon
14. The County Council hereby covenants with the Landowners to hold the Travel Plan Monitoring and Support Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any

interest accrued only towards monitoring and supporting the Travel Plan serving the Development

15. One tenth of the original sum of Travel Plan Bond will be released back to the Landowners for each year the requirements and annual targets of the framework and workplace or residential travel plans approved as part of the reserved matters for the Development have been met for a period of ten years
16. The County Council hereby covenants with the Landowners that in the event that the Travel Plan Monitoring and Support Contribution or any part of it has not been committed in accordance with paragraph 14 above within ten years of the date of first Occupation of the Development then the County Council will repay to the Landowners so much of the Travel Plan Monitoring and Support Contribution as shall remain uncommitted together with any accrued interest thereon
17. The County Council hereby covenants with the Landowners to hold the Car Share Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the provision of a scheme set up in partnership with Liftshare (or such other provider reasonably approved by the County Council in the event Liftshare are no longer willing or able to provide such service) to provide opportunities for Occupants of the Dwellings to share their car journeys with others that are travelling in a similar direction
18. The County Council hereby covenants with the Landowners that in the event that the Car Share Contribution or any part of it has not been committed towards the provision of a scheme set up in partnership with Liftshare (or such other provider reasonably approved by the County Council in the event Liftshare are no longer willing or able to provide such service) to provide opportunities for Occupants of the Dwellings to share their car journeys with others that are travelling in a similar direction within five years of the date of Practical Completion of the Development then the County Council will repay to the party who made the payment so much of the Car Share Contribution as shall remain uncommitted together with any accrued interest thereon
19. The County Council hereby covenants with the Landowners to hold the Public Transport Services Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the provision of the required Public Transport Services serving the Development
20. The County Council hereby covenants with the Landowners that in the event that the Public Transport Services Contribution or any part of it has not been committed towards the provision of the required Public Transport Services serving the

Development within five years of the date of Practical Completion of the Development then the County Council will repay to the party who made the payment so much of the Public Transport Services Contribution as shall remain uncommitted together with any accrued interest thereon

21. The County Council hereby covenants with the Landowners to hold the RTPI Screen Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the real time passenger information screens serving the Development
22. The County Council hereby covenants with the Landowners that in the event that the RTPI Screen Contribution or any part of it has not been committed in accordance with paragraph 21 above within five years of the date of Practical Completion of the Development then the County Council will repay to the Landowner so much of the RTPI Screen Contribution as shall remain uncommitted together with any accrued interest thereon
23. The County Council shall not unreasonably withhold or delay entry into the Relief Road Highways Agreement
24. The County Council shall not unreasonably withhold or delay acceptance of the Relief Road Transfer
25. The County Council is to: (a) provide the Landowners with all receipts it receives from other development in Haverhill which has been or is required to contribute to the Relief Road within 28 days of receipt of the same (or 28 days of the date of this Deed for contributions which are already within the possession of the County Council) and in any event only after the Relief Road has Commenced; and (b) if the Relief Road is Commenced by 31 July 2018 shall provide the Landowners with the Pooled s106 Sum within 28 days of Commencement of the Relief Road
26. The County Council hereby covenants with the Landowners to hold the Rights of Way Legal Costs Contribution in an interest bearing account (which for the avoidance of doubt will not be exclusively for this contribution) and apply it and any interest accrued only towards the legal costs associated with the integration of the Development in the rights of way network
27. The County Council hereby covenants with the Landowners that in the event that the Rights of Way Legal Costs Contribution or any part of it has not been committed towards the legal costs associated with the integration of the Development in the rights of way network within five years of the date of Practical Completion of the Development then the County Council will repay to the party who made the payment so much of the Rights of Way Legal Costs Contribution as shall remain uncommitted together with any accrued interest thereof.

SCHEDULE 7

Relief Road

1. RELIEF ROAD DELIVERY BOND

- 1.1 Prior to Commencement of the Development, the Landowners are to deliver a signed and properly completed copy of the Relief Road Delivery Bond (to the value previously agreed with the County Council) to the County Council
- 1.2 The Landowners shall not Commence the Development until a signed and properly completed copy of the Relief Road Delivery Bond (to the value previously agreed with the County Council) has been delivered to the County Council
- 1.3 Every 6 months following Commencement of the Relief Road, the Landowners may submit to the County Council full technical details identifying progress of construction of the Relief Road and offer the County Council the right for a full inspection of the Relief Road works and provide a suggested figure for the reduction of the Relief Road Delivery Bond based upon the likely costs of completion of the Relief Road from that point onwards plus 10% and the County Council shall within 28 days following receipt of such technical information respond with either:
 - a. agreement as to the amount of reduction in the Relief Road Delivery Bond;
OR
 - b. a reasonable refusal to reduce the Relief Road Delivery Bond; OR
 - c. a substitution of a further figure as it considers reasonably appropriate; OR
 - d. a request for such further information as it considers reasonably appropriate

2. RELIEF ROAD HIGHWAYS AGREEMENT

- 2.1 Prior to Commencement of the Relief Road, the Landowners will enter into the Relief Road Highways Agreement with the County Council, which shall be materially in the form of the draft agreement appended at Schedule 10
- 2.2 The Relief Road Highways Agreement may provide for construction in phases if agreed in advance with the County Council, and include such bonds (including performance and compensation bonds but taking into account the Relief Road Delivery Bond) as deemed necessary by the County Council
- 2.3 The detailed design of the Relief Road and crossing points shall comply with the following key parameters:

- 2.2.1 designed to 50mph with a 500m section at 40mph to allow a toucan crossing at grade to the west of the central roundabout (linking BW32);
- 2.2.2 notwithstanding the detail as shown on drg 612263/71 Rev. P1 no underpass is required by the County Council
- 2.2.3 a second surface crossing is required to the far west where an existing footpath (FP1) will cross the proposed Relief Road

3. **RELIEF ROAD TRANSFER**

- 3.1 Prior to Commencement of the Development the Landowners are to transfer the Relief Road Land to the County Council in accordance with the terms of Schedule 8

4. **RELIEF ROAD CONSTRUCTION**

- 4.1 The Landowners are to construct the Relief Road in accordance with the Relief Road Highways Agreement and the Relief Road Transfer
- 4.2 The Relief Road is to be Completed and ready for use within 5 years of Commencement on the Site or prior to the first Occupation of the 500th Dwelling to be Occupied whichever is the earlier
- 4.3 The Landowners shall not Occupy more than 500 Dwellings unless and until the Relief Road has been Completed

5. **UTILISATION OF THE RELIEF ROAD DELIVERY BOND**

- 5.1 At least six months prior to the Commencement of Development, the Developer may submit to the County Council the following information:
 - 5.1.1 The approved design for the Relief Road;
 - 5.1.2 The detailed technical drawings of the Relief Road approved by the County Council; and
 - 5.1.3 Three contract tenders for the delivery of the Relief Road

And the County Council may then approve an amendment to the figure for the Relief Road Delivery Bond but shall in any event let the Landowners have a decision regarding the value of the Relief Road Delivery Bond within 28 days of receipt of such information

- 5.2 If the Landowners are in breach of any aspect of 4.1 or 4.2 of Schedule 7, the County Council may (in its absolute discretion) call in the Relief Road Delivery Bond and construct or complete the Relief Road itself following its own tender process to establish whether the Relief Road Delivery Bond is of sufficient value to cover the

County Council's costs of construction and completion of the Relief Road as follows:

5.3 If the County Council calls in the Relief Road Bond:

5.3.1 it may construct or complete the Relief Road, or make good any defects or damage

5.3.2 paragraph 25 of Schedule 6 shall no longer apply in so far as the Pooled s106 Contribution has not already been paid to the Landowners for the construction of the Relief Road

5.3.3 for the avoidance of doubt, if the County Council call in the Relief Road Delivery Bond then no Pooled s106 Sum will be transferred by the County Council;

5.3.4 the Landowners agree to provide a site compound adjacent to the Relief Road in a suitable location to be agreed for the Relief Road construction works of an area not less than 100 metres squared.

5.4 If the County Council does not call in the Relief Road Delivery Bond

5.4.1 it shall not be obliged to construct or complete the Relief Road

5.4.2 it shall ask the relevant surety to release the Relief Road Delivery Bond it may retain the Relief Road Land

SCHEDULE 8

Relief Road Land Transfer terms

1. Transfer for £1
2. Freehold
3. Free from contamination
4. Rights reserved including the full and unrestricted right to carry out the Relief Road works
5. Restriction on County Council use as highway and associated works, plant etc.
6. Return of any land not used as highway, planting, verge and associated works within 1 year of its non-use from the date the Relief Road is Completed

Land Registry
Transfer of part of registered title(s)

TP1

1.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or

	1 Title number(s) out of which the property is transferred:
	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
	3 Property: The property is identified <input type="checkbox"/> on the attached plan and shown: <input type="checkbox"/> on the title plan(s) of the above titles and shown:
	4 Date:
	5 Transferor: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
	6 Transferee for entry in the register: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom

Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures): £1
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12 Additional provisions

The site shall be -

1. free of contamination;
2. having access to highways (to adoptable standard) to the site boundary;
3. having all services provided to the boundary and free connection to such services;

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Suffolk County Council may use the site for early years, primary community and associated uses

Include words of covenant.

Restrictive covenants by the transferor

None

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

13 Execution

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Executed by [NAME OF COMPANY] acting by [NAME OF DIRECTOR], a director, in the presence of:) _____) Director) _____) Print Name

Witness signature _____

Witness Name _____

Witness Address _____

Witness Occupation: _____

Signed by []) _____

Executed by [NAME OF COMPANY] acting by [NAME OF DIRECTOR], a director, in the presence of:) _____) Director) _____) Print Name

Witness signature _____

Witness Name _____

Witness Address _____

Witness Occupation: _____

SCHEDULE 10

Draft Highways Agreement

DATED

20

SUFFOLK COUNTY COUNCIL (1)

- and -

[] (2)

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980
and any other enabling power relating to
the development of land at [] Suffolk

Timothy Earl
Head of Legal Services
Suffolk County Council
5 Constantine Road Ipswich
Suffolk IP1 2DH

Ref: []

**SECTION 278 AGREEMENT
INDEX**

Recitals & Definitions

1.	LEGAL EFFECT	11
2.	GENERAL	12
3.	ARBITRATION	13
4.	COVENANTS	14

Page

5 THIRD PARTY RIGHTS.....
17

SCHEDULE I

1.	THE DESIGN OF THE HIGHWAY WORKS	15
2	LETTING OF THE CONTRACT	17
3	INSPECTION OF THE HIGHWAY WORKS	18
4	TESTING OF MATERIALS	19
5	OPENING OF THE HIGHWAY WORKS	20
6	UNDERTAKERS	21
7	PROTECTION OF THE PUBLIC	22
8	PREVENTION OF MUD BEING CARRIED ON THE PUBLIC HIGHWAY	24
9	TRAFFIC CONTROL	24
10	TIMING	25
11	SAFETY	25
12	ACCOMMODATION WORKS	25
13	CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007	25
14.	SITE CLEARANCE AND CERTIFICATE(S) OF SUBSTANTIAL COMPLETION	27
15	DEFECTS CORRECTION PERIOD	28
16	INDEMNITY	29
17	PERFORMANCE BOND / CASH DEPOSIT	30
18.	COMMUTED SUMS FOR MAINTENANCE	31
19	LEGAL AND ADMINISTRATIVE COSTS	31
20	PARTS I AND II OF THE LAND COMPENSATION ACT 1973	33

SCHEDULE II BONDS 46

SCHEDULE III 42

SCHEDULE IV 43

THIS AGREEMENT is made the _____ day of _____ 20

BETWEEN the following parties :-

(1) SUFFOLK COUNTY COUNCIL of Constantine House 5 Constantine Road Ipswich Suffolk IP1 2DH ("the County Council")

(2) [] ("the Developer")

RECITALS AND DEFINITIONS

(A) (1) In this Agreement unless the context otherwise requires the following words shall have the following meanings :-

"Application" Means the application for planning permission to develop the Site submitted to the District [Borough] Council in accordance with the applications plans and other materials deposited with the [District/Borough] Council and bearing reference nos []

"Approved Contractor"

"Approved Sub-Contractor" Means the contractor(s) approved by the County Council for carrying out highway works of the value and complexity proposed

Means the Sub-Contractor(s) approved by the County Council for carrying out highway works of the value and complexity proposed.

"Bond" Means the bond(s) which refer to each of the continuing Schemes such bonds to be in the form set out in Schedule II.A and II.B with the Surety to the effect that should the Developer default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Surety to provide the full value of the Bond (subject to the provisions hereinafter contained) to carry out the Highway Works and maintain the same as aforesaid. Subject to the above, should the eventual cost of the works called for be less than the value of the bond then the County Council will refund the said difference on receipt of a written request.

"Bond Figure" Means the Tender Sum plus 10 per cent in respect of each of the Schemes and as set out in each of the Contracts [amount in words]

"Cash Deposit" Means the Cash Deposit which refers to each of the continuing Schemes such Deposit to be held by the Council should the Developer default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will apply the Cash Deposit to the necessary works in satisfaction thereof (subject to the provisions hereinafter contained) to carry out the Highway Works and maintain the same as aforesaid. Subject to the above, should the eventual cost of the works called for be less than the value of the Cash Deposit then the County Council will refund the said difference with interest applied at the LIBOR 7 Day Rate on receipt of a written request.

"Cash Deposit Figure" Means the Tender Sum plus 10 per cent in respect of each of the Schemes and as set out in each of the Contracts [amount in words]

"CDM Regulations" Means the Construction Design and Management Regulations 2007

"Certificate of Final Completion" Means any of the certificates referred to in paragraph 15.3 of Schedule 1

"Certificate of Substantial Completion" Means any of the certificates referred to in paragraph 14.2 of Schedule 1

"Commencement Date" Means the date upon which development pursuant to the Permissions shall be commenced by the carrying out on the Site pursuant to the Permission of a material operation as specified in section 56(2) of the Town and Country Planning Act 1990 (but not including any operations relating to the demolition of any of the existing buildings or clearance of the Site)

"Contract" Means the contract or contracts in respect of each of the Schemes

"Contractor" Means the contractor or contractors who have been awarded the Contract to execute the Highway Works. For the avoidance of doubt the aforementioned definition does not include any subcontractor.

"Development" Means the development to be carried out pursuant to the Permission

"Director" Means the County Council's Director of Economy, Skills and Environment or other officers of the County Council acting under her hand

"Highway Works" Means the Schemes collectively or individually as the context requires which are set out in Schedule III of this Agreement

"1980 Act" Means the Highways Act 1980

"Permission" Means the planning permission dated [] granted pursuant to the Application together with any modification of it

"Road Safety Audit" Means the evaluation of each of the Schemes during design and at the end of construction to identify potential road safety problems that may affect any users of the highway and to suggest measures to eliminate or mitigate those problems in accordance with Department for Transport standards or by the County Council as agreed by the Director.

"Scheme" Means each part of the Highway Works as set out in Schedule III of this Agreement and shown in the Works Drawings and Scheme shall mean any one of those parts of the Highway Works

"S.106 Agreement" Means an Agreement made pursuant to S.106 Town & Country Planning Act 1990 between the Developer and the County Council and other parties on []

"Site" Means land situated at [] Suffolk shown edged red for identification only on the attached plan no []

"Specification"

"Sub-contractor" The Council's "Specification for Housing Estate Roads" dated November 2007 (or later amendment current at the date of this Agreement) so far as this is consistent with the plan and the details (subject to any variations agreed in writing)

Means the Sub-contractor(s) working for the Contractor(s) who have been contracted to execute the Highway Works

"Substantial Completion" Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed

"Surety" Means one of the four main clearing banks [] or such other surety approved by the County Council

"Technical Standards" Means the standards necessary to ensure complete conformity with all UK and EU primary and secondary legislation (including by-laws) all guidance standards and codes of practice issued by the Department for Transport Suffolk County Council statutory undertakers and relevant professional institutes the Road Safety Audit and formal instructions issued by the Director from time to time during the design and implementation of the Highway Works and for the avoidance of doubt this shall include the Traffic Signs Regulations and General Directions 2002 and BS5489 in relation to the design of any street lighting

"Tender Sum" Means the sum agreed by the Director for carrying out the Contract by the Contractor [amount in words]

"Works Drawings" Means the attached drawings bearing the numbers referred to in Schedule III or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works

(2) In this Agreement unless the context otherwise requires :-

(i) the masculine gender shall where appropriate include the feminine gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa; and

(ii) "party" or "parties" means a party or parties to this Agreement; and

(iii) references to any party shall include the successors in title and assigns of that party; and where a party includes more than one person any obligations of that party shall be joint and several; and

(iv) headings in this Agreement shall not form part of or affect its construction; and

(v) references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and

(vi) where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and

(vii) any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument

(B) The County Council is the Highway Authority for the purposes of the 1980 Act for the area within which the Highway Works are situated.

(C) The Developer has the benefit of the Permission [and has entered into planning obligations in the S106 Agreement]

(D) The Developer is the registered proprietor with title absolute of the Site registered at HM Land Registry under Title Number []

(E) The Developer wishes to dedicate as public highway that part of the Site upon which the Highway Works are to be constructed [which does not currently form part of the public highway and] the County Council agrees to [accept such dedication [and] adopt that [part of the Site and] the Highway Works as highway maintainable at public expense on the terms and conditions hereinafter contained]

(F) Having regard to the development plan and other material considerations the County Council considers it expedient in the interests of the proper planning of

their area that the Highway Works need to be carried out to facilitate the Development and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows :-

1. LEGAL EFFECT

1.1. This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act [Section 106 of the Town and Country Planning Act 1990] Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Deed shall bind the Site and the parties hereto and all persons deriving title through or under them

1.2. This Agreement is a Deed. Any financial default under this Agreement will be registered as a Local Land Charge under section 278(5)(c) of the 1980 Act.

1.3. No waiver (whether express or implied) by the County Council as the case may be of any breach or default by the Developer in performance or observance of any of the covenants or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

1.4. Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement

1.5 This Deed is governed by and interpreted in accordance with English law and (save for any reference to or proceedings in the European Court of Justice) shall be determined in the Courts of England and Wales.

1.6 Notices

1.6.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post or sent by the DX service to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered by hand or by recorded delivery post or by the DX service to the address of the party concerned as nominated in sub-clause 1.6.2. below

1.6.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The County Council Suffolk County Council Constantine House 5 Constantine Road Ipswich IP1 2DH marked for the attention of the Assistant Director of Scrutiny and Monitoring (or where the context requires the Director of Economy, Skills and Environment at Endeavour House 8 Russell Road Ipswich IP1 2BX)

The Developer marked for the attention of the Managing Director []

1.6.3 Any notice or other written communication to be given by the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the County Council by a duly authorised officer

2 GENERAL

2.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council

2.2 All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

2.3 Representatives of the County Council may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with.

3 ARBITRATION

3.1 Any dispute or difference arising between the parties as a result of this Agreement may be referred to the arbitration of a single arbitrator to be agreed upon between the parties or failing agreement within fourteen days after either of the parties has given to the other a written request requiring the appointment of an arbitrator to a person to be appointed at the request of either of the parties by the President for the time being of The Institution of Civil Engineers

3.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-

- (a) the seat of the arbitration shall be at the County Council's offices in Ipswich Suffolk
- (b) where appropriate the arbitrator may consolidate arbitral proceedings
- (c) with the parties' agreement the arbitrator may appoint experts or legal advisers

3.3 A party wishing to refer any such dispute or difference to arbitration shall notify the other party in writing of such intention without delay

3.4 The arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the arbitrator when such parties may also agree that such arbitrator shall act as an expert

3.5 Subject to Sections 67 68 and 69 of the Arbitration Act 1996 the parties agree to be bound by the decision of the arbitrator

4 COVENANTS

4.1 The Developer hereby covenants and undertakes with the County Council that from the date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in Schedule I and the details set out in Schedules III and IV hereto

4.2 The County Council without prejudice to its statutory powers and duties hereby gives to the Developer licence (in so far as is reasonably necessary for the Developer to perform the obligations under the terms of this Agreement) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works within the timescales referred to in Schedule III hereto or such other period as may be agreed in writing by the Director, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway

4.3 The Developer covenants with the County Council not to commence the Highway Works set out in Schedule III unless road space has first been booked with the County Council [and the Highways Agency]

4.4 The Developer covenants with the County Council as Highways Authority to give written notice at least three calendar months prior to works commencing, in order that the County Council as Highways Authority has sufficient time to ensure that the commencement of works will cause the least disruption possible to road users. The County Council reserves the right to refuse consent and/or to stop works under the terms of this Agreement and relevant legislation where the aforesaid notice period is not complied with.

4.5 The Developer covenants with the County Council as Highways Authority to comply with the Provisions of the New Roads and Street Works Act 1991, the Traffic Management Act 2004 and any amendments thereof.

4.6 The County Council covenants with the Developer that on the date of issue of the Certificate of Final Completion the roads in any of the Schemes shall thenceforth be accepted as highways maintainable at the public expense.

5. THIRD PARTY RIGHTS

It is hereby agreed that no person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

SCHEDULE I

1. THE DESIGN OF THE HIGHWAY WORKS

1.1 The design of the Highway Works shall be to the satisfaction of the Director with due consideration of the Technical Standards

1.2 No work on any Scheme shall commence and no Contract for their construction shall be let until

1.2.1 full details of the design of the Scheme to be commenced in the form of plans, drawings, specifications and other materials have been submitted to the Director together with the name of the CDM co-ordinator (whom the Developer shall appoint for the full duration of the design and construction of each of the Schemes) in accordance with the CDM Regulations and any codes of practice referred to therein

1.2.2 the Director has given her written approval to the Scheme to be commenced and such approval shall not be given if the said plans, drawings, specifications and other documentation have not adequately addressed the issues raised in the pre-construction stages of the Road Safety Audit process and if given shall lapse if the Scheme is not commenced within 12 months of the date of the said Director's approval

1.2.3 preliminary proposals, detailed contract drawings, schedules and specifications for highway structures have been prepared by the Developer and submitted for written approval to the Director's Bridge Office in accordance with Department for Transport Document BD2/12 and the structural design and checking procedure has been carried out by an incorporated or chartered engineer familiar with Department for Transport Codes of Practice and experienced in the design of Highways Structures. The documents are to be agreed as applicable with the Director before the design is commenced and details are submitted for approval.

1.3 If the Director does not propose to give her approval in relation to those matters referred to in paragraph 1.2 of this Schedule she shall in each case as soon as possible in writing inform the Developer and if the Director requires amendments or additions to the plans drawings specifications and other materials referred to in paragraph 1.2 of this Schedule these amendments shall be undertaken by the Developer at his own expense and a revised set of updated documents shall be re-submitted to the Director for her approval

1.4 Without prejudice to paragraph 1.2 of this Schedule, the Director shall not give her approval as referred therein until the Developer has paid the sum referred to in paragraph 19.1.3 towards the cost of checking the design of the Scheme and inspecting the Scheme. The Highway Works at all times shall be carried out in accordance with the plans, drawings, specifications and other materials which have received the Director's approval referred to in paragraph 1.2 of this Schedule and the Developer shall in the execution of the Highway Works comply or ensure that the Contractor complies with the Technical Standards

2 LETTING OF THE CONTRACT

2.1 No Contract shall be let until all traffic management measures have been prepared by the Developer and approved in writing by the Director ("the approved programme") and thereafter each of the Contracts will be offered to an Approved Contractor.

2.2 The Contract to be let under paragraph 2.1 of this Schedule shall be let under NEC3 suite of contracts (and any amendments thereto shall be approved by the Director) and the Developer shall obtain the agreement of the Contractor to be bound by the agreed drawings in Schedule IV

2.3 The Contract shall be awarded by the Developer subject to the Director having first given her written approval to the proposed chartered engineer(s) or other suitably qualified person who shall be independent of the Contractor and will supervise the execution of the Scheme by the Contractor

2.4 The Developer shall not award the Contract unless the Approved Contractor and the Approved Sub-Contractor/s concerned are insured throughout the period of the Contract for public liability risks in the sum of at least ten million pounds £10,000,000 in respect of any single claim and the Developer shall ensure that the

Contractor remains so insured throughout the period of the Contract and prior to the commencement of each Scheme the Developer shall produce to the Director insurance policies fully covering the Developer's liability in respect of the matters set out in this Agreement

2.5 The Developer shall not sub-contract or assign the Contract without the written approval of the Director and any sub-contractor shall be an Approved Sub-Contractor

3 INSPECTION OF THE HIGHWAY WORKS

3.1 The Developer shall provide the Director with not less than 24 hours nor more than 72 hours notice (excluding weekends and bank holidays) of any intended execution of the Highway Works specifying the tasks to be carried out in accordance with the approved programme referred to in paragraph 2.1 of this Schedule

3.2 Without prejudice to the approved programme the Developer shall notify the Director in writing at least 28 days prior to the commencement of any work connected with statutory undertaker's equipment [and shall further notify the Bridge Office of the Director in writing at least 72 hours prior to the commencement of each and every stage of excavation and concrete operations associated with any highway structures].

3.3 The Developer shall during the progress of each Scheme give to or procure for the Director and any person or persons duly authorised by her free access to every part of the Scheme and the site thereof and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper directions given by the Director to conform to the approved detailed plans Works Drawings and Specification referred to in paragraph 1.2 of this Schedule

3.4 The Developer shall not cover up or put out of view any works forming part of the Highway Works without the approval of the Director and shall afford full opportunity for the Director to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least 72 hours notice to the Director whenever any such work or foundations is or are ready or about to be ready for examination

3.5 The Director shall without unreasonable delay, unless she considers it unnecessary and advises the Developer accordingly, attend when required by the Developer for the purpose of examining such works or of examining such foundations

3.6 The Director shall for the purposes of paragraphs 3.1 to 3.5 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

4 TESTING OF MATERIALS

4.1 The Developer shall reimburse the County Council for all reasonable costs and expenses whatsoever arising from the operation of paragraphs 4.2- 4.5

4.2 The Director shall require the testing of materials plant and workmanship used or proposed to be used in the Highway Works and in her reasonable discretion

have the power to reject any materials plant or workmanship so tested which she may reasonably and properly find to be not in accordance with the approved detailed plans Works Drawings and Specification referred to in paragraph 1.2 of this Schedule [In relation to Highways Structures the Director will require a schedule of testing to be agreed prior to the commencement of works or any part thereof]

4.3 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved detailed plans Works Drawings and Specification referred to in paragraph 1.2 of this Schedule

4.4 The Director shall for the purposes of paragraphs 4.1-4.5 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

4.5 The Developer shall as soon as is reasonably practicable remove such materials and plant as are rejected by the Director pursuant to paragraph 4.2. of this Schedule which are not capable of repair or remedy from the site of the Highway Works and if the Developer shall wish to continue to store such rejected materials and plant on the site of each Scheme they shall be stored separately from those materials and plant which have not been so rejected or which the Developer shall wish in future to use in execution of the Scheme

5 OPENING OF THE HIGHWAY WORKS

5.1 During the construction of each Scheme and prior to the issue of the Certificate of Completion:

(a) the Director may issue instructions to the Developer to open or expose any Scheme which has been covered up without previously being inspected by the Director

(b) should the Developer fail to comply with any such instructions the County Council may so take up or expose the relevant part of the Highway Works causing as little damage or inconvenience as is possible in respect of any other part or parts of the Highway Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Developer

PROVIDED THAT if the Highway Works or any part or parts thereof are covered up by the Developer after giving the notice referred to in paragraph 3.4 of this Schedule and the Director shall have failed to inspect in the period therein referred to and the Director shall subsequently require the Highway Works or any part of them to be uncovered for the purposes of inspection:-

(a) if inspection reveals the relevant part or parts of the Highway Works to have been completed in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule all costs in respect of such uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the County Council; or

(b) if inspection reveals the relevant part or parts of the Highway Works not to have been completed in accordance with the approved detailed plans drawings and specifications referred to in paragraph 1.2 of this Schedule all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the Developer

6 UNDERTAKERS

6.1 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works and prior to the issue of the Certificate of Substantial Completion the Developer shall also:-

- (a) carry out or procure the carrying out of such works and activities in regard to the plant and equipment of undertakers as are required by undertakers in accordance with their statutory powers under the New Roads and Street Works Act 1991 as a result of the construction or intended construction of each Scheme
- (b) cause all public sewers, highway drains gas and water mains electric cables and telecommunications ducts or other apparatus which are to be laid by the Developer under the Highway Works together with all necessary connections from them to the boundary of the Highway Works to be laid so far as is practicable under the Highway Works before the foundation of the Highway Works are laid and shall also in so far as is practicable cause the connections from electric cables to any street lamp to be laid before the paving of the footways comprised in the Highway Works is carried out
- (c) cause all trench works within the highway to be backfilled and reinstated in accordance with the Specification for the Reinstatement of Openings in the Highway as determined from time to time under the New Roads and Street Works Act 1991
- (d) not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any Statutory Undertaker or public or private company firm or individual of any over ground or underground equipment without the consent in writing of the Director

7 PROTECTION OF THE PUBLIC

7.1 The Developer shall give due consideration to adjoining owners and occupiers at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption

7.2 Prominent notices shall be displayed and maintained around the perimeter of the site of each Scheme to warn the public of the dangers of entering the site of the Scheme

7.3 The Developer shall nominate a member of the site management team as the contact point for the Director in the event of an emergency and shall advise a daytime and twenty-four hour contact number to the Director for the same purpose

7.4 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and in particular:

7.4.1 the Developer shall afford all reasonable facilities to enable the Director to carry out such site investigations as she may deem necessary in order to determine noise emission levels

7.4.2 all vehicles and plant including compressors shall be fitted with effective silencers and acoustic covers as appropriate and maintained in good working order and all static plant shall be located to minimise nuisance to persons living or working in the vicinity

7.4.3 all portable traffic signals and pumps shall be operated from mains electricity unless otherwise agreed with the Director

7.4.4 noisy activities shall not be permitted on Sundays and Bank Holidays and except as agreed in writing by the Director shall not be permitted outside the hours of 9.30 a.m. to 4.30 p.m. Monday to Friday and 9.30 a.m. to 1 p.m. on Saturdays

PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of noise the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense

7.5 Compliance with the provisions of paragraph 7.4 shall not relieve the Developer of any of his obligations and liabilities under this Agreement the Control of Pollution Act 1974 or the Environment Protection Act 1990

7.6 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from dust and as far as practicable works are to be carried out in such a way that dust is kept to a minimum PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of dust the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense

7.7 The Developer shall arrange the regular removal of refuse likely to encourage vermin and arrange for suitable secure storage containers to be provided for collection

7.8 The Developer shall keep a log book on site to record all complaints received from the public and the action taken in response and the log book shall be available for inspection by the Director

8 PREVENTION OF MUD BEING CARRIED ON THE PUBLIC HIGHWAY

8.1 Provision shall be made at the site of each Scheme to limit in so far as is practicable the amount of mud dust and other materials carried on to adjacent public highways by vehicles and plant leaving such site

8.2 The Developer shall keep or procure the keeping of all roads footpaths rights of way and other means of passage leading to or from or crossing the site of each of the Schemes free from mud slurry or other hazardous substances that are deposited through the construction of the Highway Works and any such substance so deposited on any such road footpath right of way or other means of passage shall be promptly removed by or at the direction of the Developer

8.3 The Director may close any associated crossings entrances and exits if such substances deposited are not promptly removed by the Developer and any losses or expenses incurred as a result shall be borne by the Developer and on removal of

such substances the Director shall reopen such crossings entrances and exits and the Developer shall bear the costs incurred

9 TRAFFIC CONTROL

9.1 During the periods when the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the site of the Highway Works

9.2 The Works shall be signed and protected to at least the standards of Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and the proposed arrangements shall be approved in writing by the Director before the Highway Works commence

10 TIMING

10.1 No Highway Works within or affecting existing public highways or temporary diversions which could interfere with the traffic flow will be permitted within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Director

11 SAFETY

11.1 During the periods when the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing, warning signs when and, where necessary, undertake such further measures as may be reasonably required by the Director

12 ACCOMMODATION WORKS

12.1 The Developer shall carry out or ensure that there shall be carried out all related accommodation works associated with the Highway Works

13 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007

13.1 The Developer shall be the only client for the purpose of the CDM Regulations.

13.2 Works shall not commence until the Developer as the only client has provided to the Director:-

13.2.1 an estimate of the number of days and/or person days of construction work which the Contract will entail. Projects will be 'notifiable' if they involve more than 30 days or 500 person days of construction work. In the case of notifiable works as defined by Regulations 2 and 3 the Developer shall provide written details of the CDM coordinator and the principal contractor. The Developer shall in accordance with Regulation 8 irrespective of the duration of the works advise the Health & Safety Executive (HSE) that he and not the Highway Authority is the sole client for the works.

13.2.2 a copy of the HSE confirmation of receipt of a declaration by the Client pursuant to Regulation 8 of the CDM Regulations

13.2.3 a copy of the Notification of Project (form HSE10) to the HSE pursuant to Regulation 21 of the CDM Regulations

13.2.4 within 28 days of issue of any Certificate of Substantial Completion for any Scheme

- (i) a plan showing the land over which that Scheme has been constructed and
- (ii) a Health and Safety file conforming in all respects with the CDM Regulations and which shall accord with the current format used by the County Council to include a separate Health and Safety File for each structure.

13.3 In respect of the Highway Works generally the information shall be provided in both paper and electronic format and shall at least comprise :

- (i) 1:500 scale "as built" drawings
- (ii) records of the earthworks showing sources of material used in areas of fill description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- (iii) records of the sources of supply of all deliveries of road construction materials with details of the location of the Highway Works at which each load is placed
- (iv) records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc.)

13.4 In respect of Highways Structures the information to be supplied shall be agreed with the County Council's Bridge Engineer prior to commencement.

14. SITE CLEARANCE AND CERTIFICATE(S) OF SUBSTANTIAL COMPLETION

14.1 On Substantial Completion of the Highway Works the Developer shall:-

14.1.1 clear away and remove from the site of the Highway Works all constructional plant and temporary works of every kind and leave the site of the Highway Works in a neat and tidy condition to the satisfaction of the Director and

14.1.2 carry out stage 3 of the Road Safety Audit process and comply to the satisfaction of the Director with recommendations arising thereunder prior to the opening of the Highway Works to the public

14.2. Upon Substantial Completion of each Scheme forming part of the Highway Works including any additional work resulting from stage 3 of the Road Safety Audit process to the satisfaction in all respects of the Director she shall issue a Certificate of Substantial Completion in respect of that Scheme to the Developer provided that all costs and expenses owing to the County Council have been paid in respect of that scheme

14.3. Where the Developer has provided a Bond , then after the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to 90% of the Bond Figure in respect of the relevant Scheme and the County Council may release the Developer and the Surety and each of them from their obligations under the Bond in respect of the relevant Scheme to such extent

14.4. Where the Developer has provided a Cash Deposit, then after the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to 90% of that Cash Deposit Figure and return that amount plus interest applied at the LIBOR 7 Day Rate to the Developer in respect of the relevant Scheme and the County Council shall release the Developer from its obligations under that Deposit in respect of the relevant Scheme to such extent.

15 DEFECTS CORRECTION PERIOD

15.1 The Developer shall maintain each Scheme forming part of the Highway Works for a period of twelve months from the issue of the related Certificate of Substantial Completion and prior to the expiration of this period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of twelve months (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director

15.2 After the expiration of the period of four months from the issue of the Certificate of Substantial Completion the Developer shall (unless the Director writes to the Developer informing him that he does not need to do so) carry out stage 4 of the Safety Audit and comply to the satisfaction of the Director with any recommendations arising thereunder

15.3 After the expiration of the period of twelve months referred to in paragraph 15.1. and after any defects have been made good as therein provided including any improvements arising under stage 4 of the Safety Audit to the satisfaction of the Director and after the provisions of paragraph 13.2.4 have been fulfilled the Director shall issue forthwith to the Developer the Certificate of Final Completion in respect of the Scheme provided that the Certificate of Final Completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the County Council as highway drains and upon the issue of the Certificate of Final Completion the County Council shall release the Developer and the Surety and each of them from all subsisting obligations under the Bond in respect of that Scheme [shall release the Developer from all subsisting obligations under the Cash Deposit and shall release to the Developer the remainder of that deposit and interest applied at the LIBOR 7 Day Rate].

15.4 If called upon so to do by notice in writing served within twenty-one years of the date hereof by the County Council the Developer agrees to transfer to the County Council in consideration of one pound any land over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land dedicated as public highway by the Developer hereunder free in each case from encumbrances and together with all rights necessary to permit the use inspection maintenance repair and replacement of all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land

16 INDEMNITY

16.1 The Developer shall from the date of this Agreement indemnify the County Council against all claims liability or loss whatsoever arising out of and incidental to any Scheme arising out of any legally sustainable claims for payments under Parts I and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975 (as amended) in connection with that Scheme provided that the Developer's

indemnity will not extend to any claims submitted to the County Council arising out of the negligence of the County Council's employees or arising out of any works of alteration carried out to any Scheme by the County Council after the issue of the related Certificate of Final Completion

16.2 The County Council shall notify the Developer forthwith upon receipt of any such claim or liability

16.3 The County Council shall not accept or settle any claim without first having given the Developer the opportunity to provide the County Council with representations as to the validity of such claim

17 PERFORMANCE BOND / CASH DEPOSIT

17.1 Without expense to the County Council the Developer and the [Surety] shall on the date of this Agreement enter into the Bond [Cash Deposit] for each Scheme and the Developer shall be bound with [the Surety and] the County Council in the amount of the Bond Figure [Cash Deposit] for that Scheme

17.2 Should the Developer default in the execution of its obligations to carry out any Scheme and to maintain the same in accordance with the provisions of this Agreement then the County Council may (subject to the provisions hereinafter contained) itself carry out the Highway Works forming that Scheme and maintain the same as aforesaid having first called upon the Surety [Cash Deposit] for the cost to be expended in so doing

17.2.1 Unless there is a danger to users of the highway the County Council shall give 20 working days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under Clause 17.2

17.2.2 any notice served under this clause shall specify the period of the notice ("the notice period") the extent of the work which the County Council proposes to carry out and full details of all matters in respect of which the Director considers that the Highway Works have not been carried out in accordance with the terms of this Agreement

17.2.3 if before the expiry of the notice period the Developer serves written notice upon the County Council that the Developer intends diligently to execute the works specified in the notice in accordance with the terms of this Agreement and specifies a time to complete that the County Council considers reasonable in the circumstances the County Council shall not be entitled to execute the relevant part or parts of the Highway Works specified in the notice served under this clause unless the Developer then fails to execute those works within the agreed time scale.

17.3 If the Developer should default in the execution of its obligations to carry out any scheme and to maintain the same in accordance with the provisions of this agreement then the County Council will call upon the Surety to provide the full Performance Bond amount in accordance with this Agreement. Save that the County Council after all works are completed and all contracts and any contract claims settled will return any bond sum unused with interest at the LIBOR 7 Day Rate to the Surety within one month of all the aforementioned completing and settling.

18. COMMUTED SUMS FOR MAINTENANCE

18.1 Prior to the date of this Agreement the Developer shall pay to the County Council the sum of [COST] which is calculated towards the cost of the County Councils future maintenance liability of the Highway Works.

19 LEGAL AND ADMINISTRATIVE COSTS

19.1 The Developer shall pay to the County Council:-

19.1.1 the whole of the costs of the County Council's Legal Services Department in connection with the preparation and completion of this Agreement and these costs shall be payable prior to sealing of this Agreement;

19.1.2 interest at four per cent above the Bank of England Base Rate from time to time on any sum due to the County Council under this Agreement which is outstanding for more than 28 days from the date on which it was demanded or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to clause 3.1 of this Agreement the said 28 day period shall run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to clause 3.1 of this Agreement such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator)

19.1.3 7½% of the Bond Figure for each Scheme towards the costs and expenses of the County Council of checking the design of each Scheme and inspecting each Scheme which sum shall be payable prior to sealing of this Agreement.

19.1.4 the reasonable cost to the County Council of undertaking safety audits and also the cost of the safety checks of details submitted which sum shall be payable prior to the safety audit commencing

19.1.5 the cost of any temporary and permanent traffic regulation orders which sum shall be payable prior to any work on the making of such Order being commenced.

19.1.6 the full cost of any other road traffic orders required to facilitate the Highway Works which sum shall be payable prior to any work on the making of such Order being commenced.

[19.1.7 In cases where it may be necessary to enter into a Section 4 or 6 agreement under the Highways Act 1980, the cost of inspecting each Scheme on behalf of the Highways Agency, the cost of checking the design of each Scheme on behalf of the Highways Agency, the cost of any Highways Agency fees, and the reasonable cost of County Council administrative and legal fees, which sums shall be payable prior to the sealing of this Agreement.]

19.1.8 the whole of the costs of the County Council in connection with surveying and assessment of the Land in order to provide the Bond Figure for the Bond as at 20.3 below, and these costs shall be payable prior to sealing of this Agreement.

20 PARTS I AND II OF THE LAND COMPENSATION ACT 1973 Noise Assessment Fees Part II

20.1 The developer agrees to pay the sum of [] and in words] to the County Council being the total estimated cost of carrying out noise assessment works in respect of all of the Scheme under Part II of the Land

Compensation Act 1973 and the Noise Insulation Regulations 1975 (as amended) referred to in 16.1. This amount is payable prior to sealing of this Agreement.

20.2 Any amount of money retained by Suffolk County Council shall be spent on noise assessment in the vicinity of the development or at the discretion of the Director of Economy, Skills and Environment

Part I and II Claims

Compensation Bond

20.3 On the date of this Agreement and without expense to the County Council the Developer shall enter into a bond ("the Compensation Bond") [pay a Cash Deposit ("the Cash Deposit)] with a [surety] approved by the Director ("the Compensation Surety") and the Compensation Surety shall be bound with the [Developer] and County Council in the amount of [£] (comprising [£] which is the amount which the County Council's Director of Resource Management and Assistant Director of Resource Management (Property) reasonably consider sufficient to meet the likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973; and £xxx which is the amount which the County Council's Director and Assistant Director of Economy, Skills and Environment reasonably consider sufficient to meet the likely cost of settling claims and connected costs under Part II of the Land Compensation Act 1973 and Noise Insulation Regulations 1975)

20.4 The Compensation Bond [Cash Deposit] shall provide that should the Developer default in any way in his obligation to pay to the County Council the sums specified in paragraphs 20.3 the County Council may call upon the Compensation Surety [Cash Deposit] to pay the sums due under paragraph 20.3 to the County Council or any shortfall in the event that some of the monies have already been paid to the County Council

20.5 Part I Claims - Depreciation Caused By Public Works

Upon the date which falls seven years from the point at which the last of the Highway Works is first open to public traffic and if all duly made claims are settled the County Council will release the Developer [and the Compensation Surety] from all subsisting obligations under the Compensation Bond [Cash Deposit and Interest as applied at the LIBOR 7 Day Rate] and if all duly made claims are not settled all but an amount reasonably sufficient to settle such claims will be released

20.6 Part II Claims - Injurious effect of public works

Upon the date which falls one year from when the last of the Highway Works comes into use or is adopted whichever is the later and if all duly made claims are settled the County Council will release the Developer and the Compensation Surety from all subsisting obligations under the Compensation Bond [Cash Deposit and interest as applied at the LIBOR 7 Day Rate] and if all duly made claims are not settled all but an amount reasonably sufficient to settle such claims will be released.

20.7 The Developer hereby undertakes and agrees with the County Council that in the event of any claim for compensation or otherwise or costs or charges arising in connection with or incidental to or in consequence of the carrying out of the Highway Works whether mandatory or discretionary which may be incurred by virtue of any enactment or statutory instrument and otherwise hereby provided for he will hold the

County Council fully indemnified from and against all claims charges costs and expenses in connection therewith or arising therefrom

SCHEDULE II.A

Performance Bond Agreement

DATED 20

Developer- (1)

- and -

-Surety- (2)

PERFORMANCE B O N D

relating to the development of land at _____ Suffolk

BY THIS BOND ----- LIMITED of -----
----- ("the Developer") and
----- ("the Surety") are held and firmly bound to SUFFOLK
COUNTY COUNCIL of Constantine House 5 Constantine Road Ipswich Suffolk IP1
2DH ("the County Council") in the sum of £-----
- pounds) to be paid to the County Council for the payment of which sum the
Developer and the Surety bind themselves their successors and assigns jointly and
severally

IN WITNESS whereof the Developer and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this day of Two thousand and

1. The Developer has entered into an Agreement under seal with the County Council of even date made under Section 278 of the 1980 Act whereby the Developer undertook at its own expense to carry out works as set out in Schedule III of the said Agreement and shown in the Works Drawings annexed to the said Agreement ("the Highway Works")

2. It is intended that this Bond shall be construed as one with the said Agreement

NOW THE CONDITION of the above-written Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement (in so far as they relate to the Highway Works) on the Developer's part to be performed and observed according to the true intent and meaning thereof or if on default by the Developer the Surety shall duly satisfy and discharge the damages sustained by the County Council up to the amount of the above-written Bond then the above-written Bond shall be null and void but otherwise shall remain in full force and effect PROVIDED ALWAYS that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

SCHEDULE II.B

COMPENSATION BOND

Bond Agreement

DATED 20

Developer (1)

and

Surety (2)

COMPENSATION BOND

relating to the development of land at
Suffolk

BY THIS BOND DEVELOPER ("the Developer") and NHBC/OTHER SURETY ("the Surety") are held and firmly bound to SUFFOLK COUNTY COUNCIL of Constantine House 5 Constantine Road Ipswich Suffolk IP1 2DH ("the County Council") in the sum of £XXXX (SUM IN WORDS) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Company and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this day of Two thousand and

1. In an agreement under seal with the County Council of even date made under section 278 of the Highways Act 1980 ("the 1980 Act") the Developer undertook at its own expense to enter into a bond, whereby the Surety shall be bound with the Company and County Council in the amount of [TOTAL AMOUNT IN WORDS £xxx TOTAL] (comprising PART 1 AMOUNT WORDS AND NUMBERS which is the amount which the County Council's Director and Assistant Director of Resource Management (Property) reasonably considers sufficient to meet the likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973; AND

PART 2 AMOUNT WORDS AND NUMBERS which is the amount which the County Council's Director of Resource Management and Assistant Director of Resource Management (Property) reasonably consider sufficient to meet the likely cost of settling claims and connected costs under Part II of the Land Compensation Act 1973 [and Noise Insulation Regulations 1975]

2. It is intended that this Bond shall be construed as one with the said agreement under section 278 of the 1980 Act

NOW THE CONDITION of the above-written Bond is such that

3. If the Surety has duly settled and discharged the claims made to the County Council under part 1 of the Land Compensation Act 1973, then upon the date which falls seven years from the point at which the last of the highway works is first open to public traffic then the County Council will release the Developer and the Surety from all subsisting obligations under the Compensation Bond and if all duly made claims are not settled, all but an amount which the Director of Resource Management considers reasonably sufficient to settle such claims will be released; AND

4. If the Surety has duly settled and discharged the claims made to the County Council under part 2 of the Land Compensation Act 1973, then upon the date which falls one year from the point when the Highway came into use or was adopted whichever is the later, then County Council will release the Developer and the Surety from all subsisting obligations under the Compensation Bond and if all duly made claims are not settled all but an amount which the Director of Resource Management considers reasonably sufficient to settle such claims will be released
THEN the above-written Bond shall be null and void but otherwise shall remain in full force and effect

PROVIDED ALWAYS that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

SCHEDULE III

The Highways Works comprising the following works:

Description of works with timescale

SCHEDULE IV

Approved List of drawings

	Title	Drawing number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

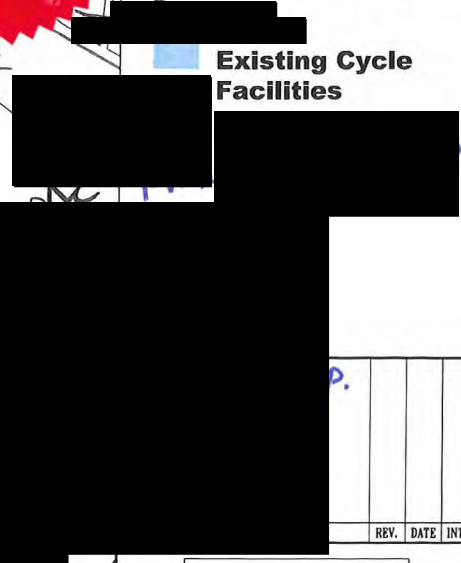
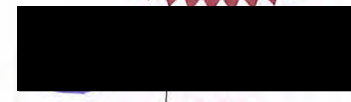
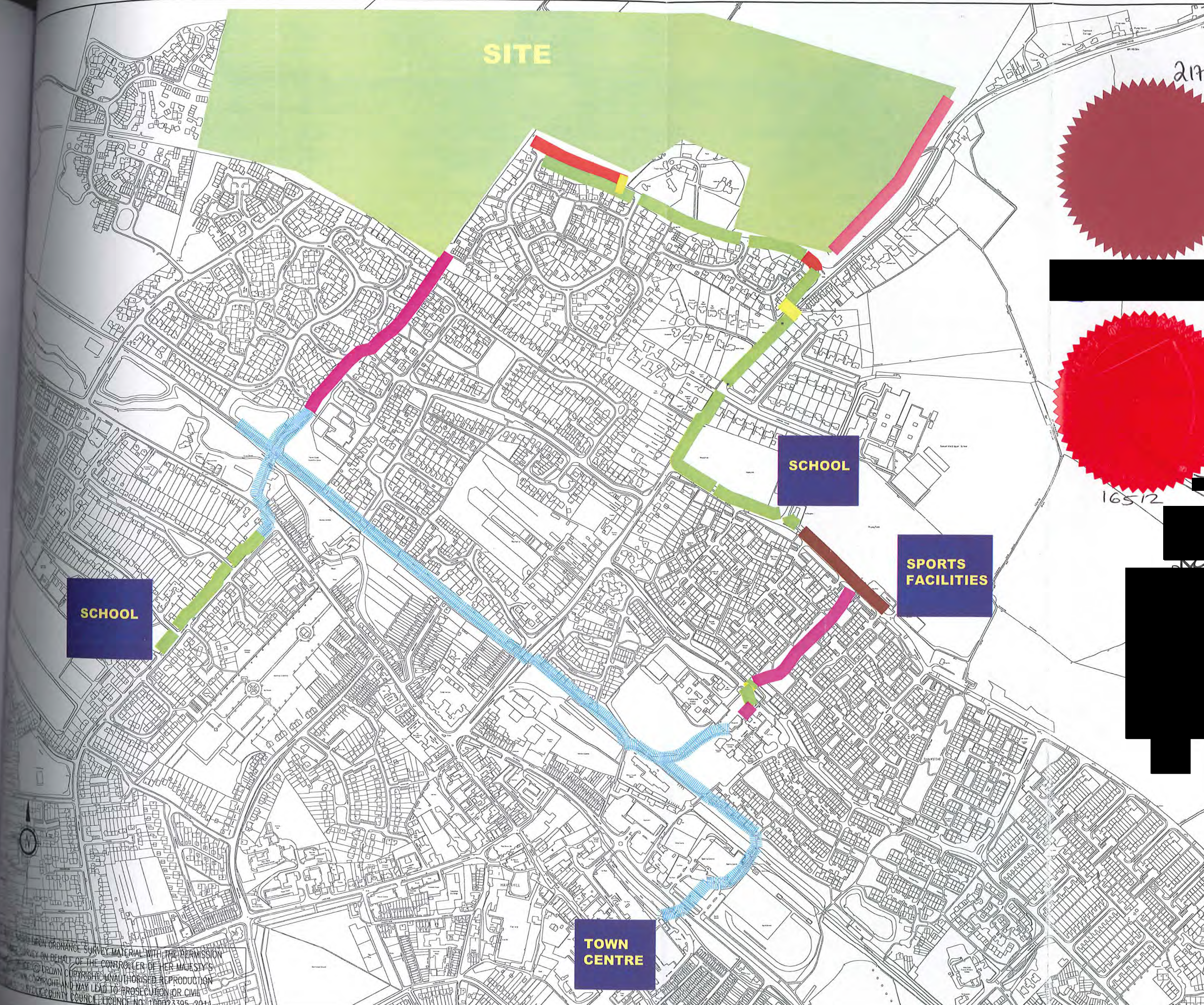
Note - three (3) copies of approved drawings will be required for inclusion in the Agreement and eight (8) copies of the General Arrangement drawing to be coloured as follows:

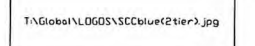
New adoptable carriageway areas - grey;
footpaths/footways/cycleways/vehicular crossings yellow;
grass and landscaped areas - green;
adoptable highway surface water sewers
(inc. gullies, connections, soakaways, storage tanks) blue;
street lighting (including ROLMIS numbers) - red;
the area of the works must be bounded by a red line

SCHEDULE 11

Existing and Proposed Cycle Routes

- KEY**
- Widen to cycle path within highway**
 - Provide new cyclepath within site highway**
 - Provide cyclepath within site boundary**
 - Provide humped cycle crossing**
 - Provide toucan crossing**
 - Provide cyclepath within non-highway verge, or narrow road.**
 - Widen to cycle path within St Eds public open space**
 - Existing Cycle Facilities**



REV.	DATE	INTL.
 <small>Lucy Robinson, Director of Economy, Skills & Environment Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX.</small>		
PROJECT TITLE HAVERHILL		
DRAWING TITLE LTP3 EXISTING & PROPOSED CYCLE ROUTES		
ORIGINATOR SJR	CHECKER	DESIGNER
SCALE(S) N.T.S	ORIGINAL SIZE A1	DATE JUNE 2011
DRAWING NUMBER	REVISION	

DRAWN FROM ORANGE SURVEY MATERIAL WITH THE PERMISSION
 OF THE CONTROLLER OF HER MAJESTY'S
 STATIONERY OFFICE. UNAUTHORISED REPRODUCTION
 OF THIS DRAWING MAY LEAD TO PROSECUTION OR CIVIL
 ACTION. COUNTY COUNCIL REFERENCE NO: 106023395-2011

File Path: \\Transport & Infrastructure\Highway Development Control\Dev\Sign\SEEC\Haverhill\NorthWest\CAD\Novemil1 LTP3 Existing & Proposed Cycle Routes Nov 2011 JK.dwg

SCHEDULE 12

RTPI Grant Funding Agreement



GRANT FUNDING AGREEMENT

**FOR THE PROVISION OF
REAL TIME PASSENGER INFORMATION**

AND

**PARTICIPATION IN
THE ENDEAVOUR CARD SCHEME**

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TABLE OF CONTENTS

Ref.	Heading	Page number
	Table of contents.....	3
	Definitions.....	5
1.	General.....	9
2.	Purpose of Grant.....	10
3.	Payment of Grant.....	10
4.	Intellectual Property.....	11
5.	Confidentiality.....	11
6.	Freedom of Information.....	11
7.	Data Protection.....	12
8.	Termination.....	12
9.	Limitation of Liability.....	13
10.	Force Majeure.....	13
11.	Insurance.....	13
12.	Notices.....	13
13.	Dispute Resolution.....	14
14.	Variations.....	14
15.	Waiver.....	14
16.	Assignment.....	14
17.	Agency.....	14
18.	Joint and Several Liability.....	14
19.	Contracts (Rights of Third Parties) Act, 1999.....	14
20.	Governing Law.....	20
21.	Equal Opportunities.....	20
22.	Human Rights.....	20
SCHEDULE A – The Project and Project Rules		
1.	General.....	17
2.	Grant award Value.....	17
3.	Technical Compliance.....	17
4.	Products.....	17
5.	Bus Service Operators Grant.....	17
6.	ISAMs.....	18
7.	Tendered Local Bus Services in Suffolk.....	18
8.	Limitations on Funding.....	18
9.	Publicity.....	18
10.	Monitoring Requirements.....	18
SCHEDULE B – Payment Schedule.....		19
SCHEDULE C – The Endeavour Card Scheme		
1.	Joint/Shared Objectives for the Endeavour Card Scheme.....	21
2.	ITSO.....	21
SCHEDULE D – Equipment and Technical Specifications		
1.	General.....	23
2.	Core Functionality and Operation.....	24
3.	Post to Back Office Functionality.....	25
4.	Back Office to HOPS Communication.....	25
5.	Back Office Infrastructure.....	25

SCHEDULE E – Financial Reimbursement.....	27
SCHEDULE F – Real Time Information System	
1. Joint/Shared Objectives for the RTI System.....	29
2. Procurement, Installation and Ownership of Equipment.....	29
3. Maintenance.....	29
4. Operation of the RTI System.....	29
5. Communications and Data Links.....	30
6. Provision and Maintenance of Data.....	30
7. Vehicle Priority at junctions.....	31
8. Expansion of the RTI System.....	31
 APPENDIX 1	
ICARUS RTPi Data Process & Guide.....	33

DEFINITIONS

Words imparting the masculine gender include the feminine gender; words imparting the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.

- "Agreement" Means this document including all clauses, schedules and appendices in their entirety.
- "Parties" Means signatories to this agreement.
- "Funder" or "Authority" Means Suffolk County Council or any successor authority to which the contract is novated. This definition will remain even where the function of the Passenger Transport Unit of Suffolk County Council is performed by another agency under contract to the Authority.
- The terms shall be interchangeable and have the same meaning within this agreement.
- "Recipient" or "Company" or "Operator" Means the person or persons, firm or company, who is signatory to this agreement and includes the Contractor's personal representatives, successors and permitted assigns.
- The terms shall be interchangeable and have the same meaning within this agreement.
- "Endeavour Card" Means the ITSO compliant travel card issued by the Funder or its agents.
- "Local Bus Service" Means "local services" as defined by Section 2 of the Transport Act 1985, where passengers are carried at separate fares and can make journeys of less than fifteen miles measured in a straight line from boarding to alighting point.
- "Intellectual Property" Means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- "Fol Act" Means the Freedom of Information Act 2000. and any lawful enactment by Parliament in force during the period of this agreement.
- "Vehicle" Means any vehicle(s) used by the Recipient for the purpose of discharging his obligation under the Agreement.
- "ETM" Means an electronic ticket machine used on vehicles to issue tickets and accept smart cards and which may or may not perform additional functions of relevance to a real time system.
- "Real time information" Means a prediction of the arrival and/or departure time of a bus at a bus stop based on the actual location of the bus in relation to where it would expect to be from the timetable. The resulting information will be presented in a number of ways and via multiple media.

Also referred to as RTI or RTPI

<p>"RTI system" or "RTPI system"</p>	<p>Means the combination of the LA sub-system and one or more BO sub-systems to form a complete system to deliver real time information and bus priority at selected junctions.</p> <p>The terms shall be interchangeable and have the same meaning within this agreement.</p>
<p>"ITSO"</p>	<p>Means the government-backed, non-profit organisation which defines and develops the UK-wide technical specification for smart ticketing and can be found at www.itso.org.uk.</p>
<p>"RTIG"</p>	<p>Means the public transport community group which can be found at www.rtig.org.uk.</p>
<p>"ISAM"</p>	<p>Means the ITSO Secure Application Module.</p>
<p>"LA sub-system"</p>	<p>Means the system put in-place by the Authority to publish timetable and real time information using electronic signs and other media.</p>
<p>"BO sub-system"</p>	<p>Means the system or equipment put in-place by a bus operator to regularly monitor the position of its buses and provide information to the LA sub-system. The BO sub-system shall include any on-vehicle equipment and office based equipment needed to fulfil that requirement.</p>
<p>"UTC system"</p>	<p>Means the urban traffic control system including central computers and junction control equipment which controls the flow of traffic at signalised junctions.</p>
<p>"Service Description Data"</p>	<p>Means the entire data needed to define a bus service including operational data (running boards, dead runs, layover times etc.) and timetable data including all bus stops (timing points).</p>
<p>"Availability"</p>	<p>In the context of any RTI system means the ratio of –</p> <p>(a) the total time a sub-system or functional unit is capable of being used during a given interval to</p> <p>(b) the length of the interval.</p>
<p>"POST"</p>	<p>Means the Point of Sale Terminal. The customer facing terminal that reads CM.</p>
<p>"CM"</p>	<p>Means Customer Media. The whole set of card types supported by ITSO</p>
<p>"HOPS"</p>	<p>Means Host Operator or Processing System. The back-office system that accepts the transaction data from the frontline POSTs</p>
<p>"AMS"</p>	<p>Means Asset Management System. A sub-system of a HOPS that records and manages the disposition status and configuration of ISAMs and HSAMs and some aspects of POST configuration.</p>
<p>"HSAM"</p>	<p>Means HOPS SAM. ISAM configured for use in a HOPS.</p>
<p>"Message"</p>	<p>In the context of ITSO means A Sealed data structure delivered between ITSO terminals (POSTs and/ or HOPS). Messages are used to deliver information about terminal activity to a HOPS and to send control information to a POST.</p>
<p>"OID"</p>	<p>Means Operator Identification Number. Number issued by ITSO for unique identification of a participant within ITSO.</p>

"NaPTAN"	Means National Public Transport Access Node and is a UK nationwide system for uniquely identifying all the points of access to public transport in the UK.
"SIRI"	Means Service Interface for Real Time Information and is the technical standard defined in CEN/TS 15531 (prCEN/TS-00278181).
"GRPS"	Means General Packet Radio Service which allows 2G, 3G and WCDMA mobile networks to transmit IP packets to external networks.
"WCDMA"	Means Wideband Code Division Multiple Access an air interface standard found in 3G mobile telecommunications networks.
"TransXChange"	Means the UK nationwide standard for exchanging bus schedules and related data
"CMS"	Means Card Management System
The Project	Delivery of Endeavour Card and RTPI within Suffolk

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1. GENERAL

This Grant Agreement is designed to support the implementation of Suffolk County Council's smart ticketing aspirations and delivery of Real Time Passenger Information in delivering the Government's vision for a sustainable local transport system that supports the economy and reduces carbon emissions.

A core part of this process is a commitment to delivering with bus operators ITSO smart ticketing technology and Real Time data feeds

This is to be achieved through a Grant Agreement which will contribute money towards the purchase of ITSO enabled Electronic Ticket Machines (ETMs) for local operators, and is regarded a key function in delivering our desired outcomes.

THIS AGREEMENT is dated XXXX 2013

PARTIES

- (i) Suffolk County Council, whose registered address is at Endeavour House, 8 Russell Road, Ipswich, Suffolk. IP1 2BX (referred to as the Funder).
- (ii) XXXXXXXXXXXXXXXXXXXX, whose principal address is at XXXXXXXXXXXXXXXXXXXXXXXXXXXX (referred to as the Recipient).

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
- (D) The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

Signed (for and on behalf of the recipient)

.....
Name (block capitals)

..... Date

Signed (for and on behalf of the funder)

.....
Name (block capitals)

..... Date

DURATION

The terms of this agreement shall be binding and enforceable until 31st March 2018 or five years from the agreement being signed. The agreement may be terminated at an earlier date subject to the provisions herein at which point all outstanding sums to be recovered under these terms will be notified to the Recipient

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 The Funder shall pay the Grant to the Recipient on signing of this contract and
- The submission of such documentation to verify that the necessary equipment has been purchased.
 - Completion by the recipient (or ETM supplier acting on their behalf) of the pro forma checklist at Appendix 2 and certification that the ETMS subject of the grant meet the functionality criteria.
- 3.2 The Funder will make a one-off payment to the Operator of £1,500 for each ETM provided for use on vehicles, used on services predominantly within the County of Suffolk, within the Operators fleet that has, pursuant to this agreement, been equipped
- By the Operator, and at the Operator's cost, to transmit the required data as set out in the schedules to the LA sub-system
 - With an ITSO compliant smart card reader compatible with the Endeavour card and subject to participation in the scheme as set out in the schedules

For participation and the scheme both elements must be delivered in full as set out in the specifications that form part of this document. In the event of failure to deliver any single part of the scheme the provisions of clause 8 shall apply.

- 3.3 Grants are available up to 31st March 2014 after which no further payments will be made except at the funders absolute discretion.
- 3.4 Grants shall not exceed the total number of vehicles agreed in advance with the Funder
- 3.5 The Operator shall keep records of all vehicles that are equipped and for which a grant has been made and to make the records and vehicles available for inspection by the Funder.
- 3.6 If, within the terms of this agreement, an ETM that has been the subject of a grant is taken out of the Recipient's fleet in Suffolk for whatever reason the Recipient shall forthwith provide a replacement ETM for use in the Suffolk fleet to meet the criteria above or the Funder shall reserve the right to recover the grant in its entirety or in part as set out in this agreement.
- 3.7 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- 3.8 The Recipient agrees and accepts that payments of the Grant will be at the Funders sole discretion and can only be made to the extent that the Funder has available funds.
- 3.9 If there shall be a change in control of the Company operated by the Recipient or (where the Recipient company is a subsidiary company) in its ultimate holding company then these conditions, rights and any liabilities shall be novated to any new owner of the recipient company and shall remain in force for the term of the agreement or until terminated pursuant to the conditions of Clause 8.

4. INTELLECTUAL PROPERTY

- 4.1 The Recipient retains the ownership and copyright of its Service Description Data and gives the Funder a non-exclusive world-wide royalty-free perpetual and irrevocable licence to use this information for any reasonable purpose.
- 4.2 The Recipient retains the ownership and copyright of information derived from the BO sub-system and gives the Funder a non-exclusive world-wide royalty-free perpetual and irrevocable licence to use this information for any reasonable purpose.
- 4.3 The Funder retains the ownership and copyright of information derived from the LA sub-system which will be based on and include information from the BO sub-systems and gives the BO a non-exclusive world-wide royalty-free perpetual and irrevocable licence to use this information for any reasonable purpose.

5. CONFIDENTIALITY

- 5.1 Subject to clause 6 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 5.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
 - (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

6. FREEDOM OF INFORMATION

- 6.1 The Recipient acknowledges that the Funder may be subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements where they apply.
- 6.2 The Recipient shall:
 - (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within five Working Days of receiving a request for information;
 - (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within five working days (or such other period as the Funder may specify) of the Funder requesting that information; and
 - (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

- 6.3 The Funder shall be responsible for determining at its absolute discretion whether the information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
 - (b) is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

6.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

6.5 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

- (a) without consulting with the Recipient; or
- (b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 6.5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

6.6 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

7. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

8. TERMINATION

8.1 Either Party may terminate this agreement by providing written notice of at least six calendar months.

8.2 Either Party may terminate this agreement immediately at any time by written notice to the other Party if:

- a) the other Party commits a breach of any of the material terms of this Agreement and fails to remedy that breach within 30 days after the service of written notice requiring the same
- b) the other Party ceases or threatens to cease to trade (either in whole, or as to any part of division involved in the performance of this Agreement), or becomes or is deemed insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its business or assets, makes or commences negotiations in relation to any composition or arrangements with its creditors or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or takes or suffers any analogous procedure action or event in any jurisdiction.
- c) ceases to operate services in the Authority area through remedial action taken by the Office of the Traffic Commissioner

8.3 In the event of termination by either party within the period of this agreement under the terms of 8.1 or 8.2, grant payments to the Recipient shall be repaid to the Funder within 30 working days of the notice to terminate with reference to the following schedule –

- 0-1 years from date of payment of the grant – 100% of the grant to be recovered
- 1-3 years from date of payment of the grant – 50% of the grant to be recovered
- 3-5 years from date of payment of the grant – 25% of the grant to be recovered

8.4 If this Agreement is terminated for whatever reason as provided in this Condition, the Funder shall:-

- (a) be entitled to exercise a lien over any of the materials, equipment, vehicles or other goods belonging to the Contractor and upon the Authority's premises at the date of such termination for any sum due hereunder or otherwise from the Recipient to the Funder;
- (b) be entitled to deduct from any sum or sums which would otherwise have been due from the Authority to the Contractor under this Contract, or any other Contract, or be entitled to recover the same from the Contractor as a debt.

8.5 On termination of this Agreement (however arising) Clause 4 (Intellectual Property) shall survive and continue in full force and effect for a further two years.

9. LIMITATION OF LIABILITY

The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfillment of obligations of the Recipient under this Agreement or its obligations to third parties.

10. FORCE MAJEURE

10.1 Neither Party shall be deemed to be in breach of this agreement or otherwise liable to the other Party for any delay in performing or any failure to perform any obligations under this agreement if the delay or failure is due to circumstances beyond its reasonable control.

10.2 If any Party is prevented from or delayed in the performance of any of its obligations under this agreement by a Force Majeure Event:

- a) That Party shall promptly notify the other Party of the nature and extent of the circumstances giving rise to the Force Majeure Event
- b) The Parties shall enter into discussions with the view to alleviating the effects of the Force Majeure Event or to agreeing such alternative arrangements as may be reasonable in the circumstances.

If a Force Majeure Event prevails for a continuous or aggregate period in excess of 90 days then either Party may terminate this agreement on 30 days written notice.

11. INSURANCE

The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

12. NOTICES

12.1 Any notice or other communication to be made pursuant to the terms and conditions of this agreement shall be in writing and shall be sufficiently made if

- a) sent by pre-paid first class post; or
- b) facsimile
- c) E mail where a read/receipt is obtained or
- d) delivered by hand.

12.2 Any notice shall be deemed to have been delivered three working days after the communication was posted or faxed unless delivered by hand in which case the delivery shall be deemed to have occurred on the same day.

12.3 The address for notices for each Party is as set out above or as may be notified by the Parties from time to time.

13 DISPUTE RESOLUTION

13.1 In the event of a dispute between the Parties that cannot be resolved between their nominated representatives the Parties shall, within 10 working days of a written request from either party, meet in good faith to attempt to resolve the dispute.

13.2 If the dispute is not resolved at such a meeting either Party may, within five working days, propose structured negotiations with the assistance of a neutral advisor.

13.3 If the Parties are unable to agree a neutral advisor the Parties shall apply to the President of the Law Society to appoint a neutral advisor.

13.4 Within 10 working days of the appointment of a neutral advisor the Parties shall meet with him or her to agree a programme for the negotiations.

13.5 The neutral advisor shall be requested to make recommendations based on a review of information provided by the Parties and the negotiations.

13.6 If the Parties accept the neutral advisor's recommendations such agreement shall be recorded in writing.

13.7 The Parties shall bear their own costs in relation to this section (dispute resolution). The costs of the neutral advisor shall be borne as the neutral adviser directs.

13.8 The provisions of 13.7 shall not apply in the case of arbitration as set out in Schedule E where the terms of clause 1.12 of that schedule shall prevail.

14. VARIATIONS

No variation or change to this Agreement will be valid unless it has been agreed in writing by authorised representatives of both Parties.

15. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

16. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

17. AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

18. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Funder or the Recipient) will have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to this clause. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

21. **EQUAL OPPORTUNITIES**

The Recipient shall make every effort to ensure that the Project and products therein are available to Users irrespective of race, gender, ethnic origin, religion, culture, disability or sexual orientation.

22. **HUMAN RIGHTS**

The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

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SCHEDULE A - THE PROJECT AND PROJECT RULES

1. GENERAL

- 1.1 This Grant Agreement is designed to support the implementation of Suffolk County Council's smart ticketing and Real Time Information aspirations in delivering the Government's vision for a sustainable local transport system that supports the economy and reduces carbon emissions. A core part of this process is a commitment to delivering with bus operators ITSO smart ticketing technology. This is to be achieved through a Grant Agreement which will contribute money towards the purchase of ITSO enabled Electronic Ticket Machines (ETMs) for local operators, and is regarded a key function in delivering our desired outcomes.
- 1.2 Where an operator is supported by the Funder as outlined above, it is a requirement of support that all vehicles operated on services in Suffolk are upgraded to an ITSO and Real Time enabled ETM which actively delivers the Suffolk smart ticketing requirements in full.
- 1.3 Operators of services contracted by neighbouring English local authorities but which operate in the Suffolk area will be dealt with in accordance with the policy of the contracting authority.

2. GRANT AWARD VALUE

A financial contribution of up to £1,500 per ITSO/RTPI ETM per vehicle will be made available to the operator to procure an ITSO ETM machine (subject to sufficient evidence of expenditure).

3. TECHNICAL COMPLIANCE

- 3.1 The Funder shall not specify the manufacturer nor model of any ETM purchased to deliver this scheme so long as the ETM purchased by the recipient meets the essential technical specifications as set out in the schedules herein.
- 3.2 Any ITSO/RTPI ETM and Supplier support process, chosen by the Recipient must demonstrate compliance with the on bus ITSO/RTPI ETM (POST) Functionality Compliance Requirements, with confirmation of operation required for the term of this agreement.
- 3.3 If the ITSO/RTPI ETM and its support processes do not provide the required data, or satisfy the Funder of their ability to meet and apply all requirements within a defined period agreed with the operator, then the operator will not be eligible for a grant to use with that ITSO/RTPI ETM supplier, or if the funding has already been released by the Funder then the provisions of clause 8 and sub sections shall apply.
- 3.4 For the avoidance of doubt, where such a defined period is agreed for the ITSO/RTPI ETM supplier to meet the required standards, if it fails to do so, then the Funder will no longer support the operator in using that Supplier and the grant will need to be re-paid in accordance with Clause 8.

4. PRODUCTS

- 4.1 All operators supported by this process will be required to accept and fully support all national ITSO products as defined below, and Suffolk smart ticketing products as defined in Schedule C, on all their vehicles operating registered local bus services in the Suffolk area, as specified in the schedules of this agreement relating to the Endeavour Card specification and ETM functionality. National ITSO products shall be limited to ENCTS and any other scheme not requiring a discount to be offered.
- 4.2 All operators supported by this process will be required to provide Real Time data as set out in the Schedules on all their vehicles operating registered local bus services in the Suffolk area.

5. BUS SERVICE OPERATORS GRANT

All operators receiving support from this process may be eligible to claim any enhancement to the Bus Service Operators Grant (BSOG) for each vehicle supported by the Pilot and it will be the responsibility of the operator to do so under the rules in force at any time during the period of this agreement.

If during the term of this agreement there should be any changes to the funding regime for BSOG where these enhancements are removed no claims will be accepted by the Funder for lost revenue resulting from such changes and the terms of this agreement will remain in force regardless of such changes.

6. **ISAMs**

All operators receiving support from this process will be required to maintain their ISAMs in full compliance with ITSO requirements.

7. **TENDERED LOCAL BUS SERVICES IN SUFFOLK**

From a date to be advised but no later than 1 January 2015 Suffolk County Council will require operators to have fully functioning ITSO ETMs on any new registered local bus service contracts awarded.

8. **LIMITATIONS ON FUNDING**

Grants are available up to 31st March 2014 after which no further payments will be made except at the funders absolute discretion.

9. **PUBLICITY**

The Funder shall actively promote and market the Project in accordance with a marketing strategy approved from time to time by the Council.

10. **MONITORING REQUIREMENTS**

- 10.1 Grant Award Payments are subject to the performance of the operator in ensuring their ITSO ETMs continue to deliver the operational needs of the Suffolk project.
- 10.2 Any operator receiving a grant award will be monitored for the duration of the agreement in the following way:

Level 1: Monthly management reports from the Suffolk HOPS & CMS identifying operator performance in delivering the Action List and Hotlist requirements of both Class 2 and Class 3 ITSO messages, for ENCTS and all Suffolk smart ticketing products.

The performance threshold is 95% success for all messages.

Level 2: A monthly 'mystery shopper' process will be undertaken on one or more of the vehicles supported by the Award. This process will test the customers on bus experience and include successful on bus transactions that also include the execution of Hotlist and Actionlist items delivered using ITSO Class 2 messages, together with checks to ensure that ISAM updates using ITSO Class 3 messages have been successfully applied.

The performance threshold is 95% success of all on bus transactions.

- 10.3 Where the standards set out in 10.2 are for any reason not achieved the Recipient shall use every effort to address this issue however the provisions of section 8 of the main agreement will apply at all times.

SCHEDULE B - PAYMENT SCHEDULE

Pursuant and subject to the terms of this agreement the following payment shall be made to the recipient by the Funder –

DESCRIPTION

Grant payment at a rate of £1,500 per vehicle for the participation in the scheme for XX vehicles

TOTAL AMOUNT OF GRANT PAYABLE

£

DATE OF PAYMENT

Payment to be made upon receipt of signed copy of this agreement in its entirety (including all schedules and appendices and being subsequently countersigned by the Funder.

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SCHEDULE C – THE ENDEAVOUR CARD SCHEME

1. JOINT / SHARED OBJECTIVES FOR THE ENDEAVOUR CARD SCHEME

- 1.1 The Parties agree to collaborate, as described in this agreement, to deliver a smart card (the Endeavour Card) to enable payment for journeys starting within Suffolk on all registered local bus services operated by the company.
- 1.2 The initial scope of the scheme will be to issue cards only to a defined age group and for this age group to benefit from a minimum discount of 25% off the equivalent single or return adult fare in force at the time of the journey undertaken.
- 1.3 The age range for this discount will be from the 16th birthday of the card holder to the day prior to their 20th birthday. Cards issued to those in this age group will also include a photograph of the holder.
- 1.4 This discount must be offered for the full term of the funding agreement
- 1.5 The Funder agrees to –
 - a) Put in place a system for the issue of the Endeavour Card to those within the qualifying age.
 - b) Include a process to verify the age of the applicant.
 - c) Arrange for the management of all enquiries relating to the application process.
 - d) Arrange for the management of all enquiries re lost and stolen Endeavour Cards including the management of hotlists
 - e) Maintain all data relating to the holder of the Endeavour Card.
- 1.6 The Recipient agrees to offer a minimum discount of 25% off the equivalent single or return adult fare in force at the time of the journey undertaken. to all holders of the Endeavour Card who qualify by virtue of their age.

The Recipient agrees to offer this discount or any other discounted product that the Recipient may introduce using the Endeavour card without any recourse to reimbursement from the Funder.

- 1.7 The Recipient further agrees to accept any future issue of the Endeavour Card to other age groups as a means for payment (without discount unless agreed with the recipient) for any ticket product offered by the Recipient.
- 1.8 At a minimum this future issue of the Endeavour Card will be accepted by the Recipient for the purchase of single and return fares. The Endeavour Card will remain an e-purse system for the purposes of any expanded scheme but may also be developed to offer carnet and zone based ticket products.
- 1.9 The Funder will not, other than for those products defined in clause 1.8, limit the use of the Endeavour Card to payment for any specific ticket products.
- 1.10 The Parties agree to collaborate in the development of smart card ticketing and fares payment arrangements for passengers in Suffolk including the operation of concessionary fares arrangements and multi operator ticket scheme(s)

2. ITSO

- 2.1 The Recipient shall enable the ETMs to read ITSO compliant smart cards and also process concessionary travel data. To facilitate this, an ITSO ISAM (ITSO Secure Application Module) will be commissioned for each ETM by the funder.
- 2.2 The ITSO ISAM will be procured, commissioned and funded by the funder but will not be responsible for ongoing costs and management relating to the ISAM provision.
- 2.3 All relevant concessionary travel data shall be passed to the Suffolk Host Operator Processing System (HOPS) at a frequency to be specified and agreed with SCC or MCL.

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SCHEDULE D – EQUIPMENT AND TECHNICAL SPECIFICATIONS

1. GENERAL

- 1.1 Recipients, when procuring ETM equipment with grant support from the Funder must ensure that their chosen supplier can deliver equipment and communications that is fully compliant with the required functionality as specified below and delivers the customer outcomes defined above.
- 1.2 In order to assist in this process the Recipient should ensure that their chosen supplier has sight of this specification and assures the Recipient that any ETM supplied by them meets the specification. It outlines the customer outcomes, POST Equipment Construction, Core Functionality and Operation and Additional Functionality and Operation Requirements which will need to be met from the Grant
- 1.3 Any ETM purchased and used to deliver the scheme should be certified to ITSO 2.1.4.
- 1.4 The following criteria are assumed to be incorporated in any machine that meets this standard and funded by this agreement and should be assumed to be mandatory in any case -
 - Robust build suitable for use in an on bus environment.
 - Negligible power consumption when the POST is dormant or in off state.
 - Ability to operate from 12V or 24V power supply as supplied by a vehicle.
 - Conform to all relevant EU EMC directives.
 - Ability to be powered by a normal 240V mains supply by use of an appropriate adaptor (which must be provided) to match the supply with the POST requirement.
 - Full protection against noisy power and external connection feeds. Where noise suppression devices are required these must be provided.
 - Contain all required cabling for links to associated systems and power supplies.
 - Screen/display providing clear visual information to the driver with variable settings for contrast and back lighting.
 - Easy access to replace ticket rolls.
 - An accessible printer device either as an integral element or remotely located from the POST.
 - Use low cost and readily available paper tickets.
 - Secure protection of all electronic components and cabling.
 - Appropriate, accessible and secure housing for the ISAM.
 - Tamper proof and require specific equipment or tools for full internal access.
 - Robust and ergonomically designed ticket punch suitable for variable locations on the ETM housing.
 - Ergonomically suitable for mounting in the cab area of a vehicle in a manner that enables its use by the driver and where appropriate passengers, taking into account the presence of any anti-attack driver screens.
 - Quick release mounting to allow for equipment swap-over.
 - A card reader which is ITSO compliant built into the equipment.
 - Appropriate all encompassing interfaces including connections and multiple serial ports for external devices that may include, but are not limited to, cash vaults, real time information, ticket printers, GPS receivers, wireless LAN, paper ticket punch, on bus information systems, remote card reader.

2. CORE FUNCTIONALITY AND OPERATION

The following mandatory requirements will be required from any ETM subject of this agreement in respect of core functionality and operation of the POST. –

- Paper ticket issue that includes and is configurable by the user of the back office management system,
 - the boarding stage;
 - alighting stage (or maximum point of validity);
 - date and time of issue;
 - vehicle number;
 - ETM identity;
 - driver duty reference;
 - appropriate security features;
 - ticket type;
 - variable and configurable logo;
 - fare paid;
 - fare 'foregone';
 - smart card number masking – including appropriate tickets with smart transactions, with the printing of tickets on/off configurable for each passenger class and ITSO IIN/OID/TYP/PTYP/CPICC differentiator. In the case of IPE TYP 16 the data elements EntitlementCode and ConcessionaryClass should also be configurable.
- Hold a certificate of ITSO compliance at the point of delivery (not evaluation) in respect of all media and product types as detailed in the ITSO Compliance section of this Specification
- Fully configurable by the holder of the POST Management and Configuration Software in respect of paper and smart product set up, product acceptance rules, ticket layout, ticket content.
- Recording of pre-paid paper products (returns, day, week, month etc) via either button or ticket punch as appropriate.
- Issue of inspector tickets (either manually or by smart card).
- Secure driver sign on/off (either manually or by smart card).
- Automated fare calculation using fare triangles or scales supplied by the POST Management and Configuration System.
- Fare stage incrementing (either manual or automated via GPS).
- Capable of handling fare stage data using NAPTAN references (12 digits).
- The ability to automatically synchronize the time, in a variety of formats, on the POSTs with the associated Depot Management System.
- Identification of commercial and contracted services with automated changing based upon service/route configuration data; this must include marking ITSO transactions with this detail.
- Grand total continuity record of all tickets and their values issued via the POST.
- Appropriate data interfaces for external devices that may include, but are not limited to, cash vaults, real time information, ticket printers, GPS receivers, WLAN, paper ticket punch, on bus information systems, remote card readers.
- Prevention of functionality without correct driver/supervisor log-on.
- Capable of displaying and preferably also printing ISAM status (ie current batch count and expiry date) on POST and recording this detail in audit data for analysis by the back office system.
- Capable of printing a report detailing the status (ie products, expiry dates, card number) of ITSO cards presented to the reader.
- Demonstrable operational acceptance of the Funders ITSO smart products and ENCTS cards.

3. POST TO BACK OFFICE COMMUNICATION FUNCTIONALITY

The following mandatory requirements will be required from any ETM system subject of this agreement in respect of Back Office communication functionality of the POST and associated systems –

- Capable of secure high speed data transfers between POSTs and the depot system for example signing on/off driver, loading configuration files and transaction records.
- Suitable for handling ITSO data files and associated messaging.
- A back up system for data exchange between POSTs and the depot system in the event the usual method of data exchange fails, this may be on the basis that ultimate recovery or data download is only available at a central point.
- Capable of active or scheduled operation.
- 4hr GRPS messaging functionality
- Ability to accept hotlisting and action listing

4. BACK OFFICE TO HOPS COMMUNICATION

The following mandatory requirements will be required from any ETM system subject of this agreement in respect of Back Office to HOPS communication functionality of the POST and associated systems. –

- High speed data transfer between the depot management system and the HOPS within the ITSO environment.
- Will offer constant availability.
- Is fully secure and cannot be compromised by external interference.
- Transfer of all ITSO data.
- Appropriate support for firewalls.

5. BACK OFFICE INFRASTRUCTURE

The following mandatory requirements will be required from any ETM system subject of this agreement in respect of Back Office Infrastructure assisting in the functionality of the POST and associated systems. –

- Use an appropriate, and supported, operating system for PCs (or appropriate server operating equivalent).
- Robust and suitable for use in a depot environment.
- Suitable for use in the ITSO environment.
- Capable of being accessed remotely for management and software repair.
- Be set up and configured to prevent unauthorised access or use by non transport applications.
- Include appropriate software and licences for any 3rd party software required.
- Be installed with the appropriate software and configured to communicate successfully with the AMS/HOPS.
- Only allow connectivity and the export of data to specified IP addresses (which will be given to the supplier by the provider of the AMS/HOPS).
- Enables Transaction Storage.
- Allows Full Revenue Reporting and Analysis.
- Allows POST Management and Configuration.
- Enables Receipt of data from POST management software where this is undertaken on an operator provided PC.
- Enables ITSO Data Management.
- Enables Two-way comm's with the AMS/HOPS.

The funder will not be responsible for any associated licences required for the operation of software systems nor any maintenance or updates required for the successful delivery of the scheme by Back Office software systems

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SCHEDULE E – FINANCIAL REIMBURSEMENT

- 1.1 All data processing for the financial administration of the scheme shall be undertaken on behalf of the Funder by MCL Transport Consultants (MCL) of Barclays Bank Chambers, Broad Street, Seaford, East Sussex, BN25 1NG.
- 1.2 Data will be managed by MCL via the HOPS system provided by the Funder; the HOPS system is managed and administered by Unicard.
- 1.3 The level of data required shall be as specified by MCL to the extent that will allow the effective distribution of funds due to the recipient.
This data will be dependent at any time now or in the future on the products available within the scheme such as –
 - E-purse
 - Concession card offering a discount on the fare (not yet planned)
 - Multi-operator ticket (not yet planned)

Data requirements will be consistent for any such scheme namely –

- A method of uniquely identifying each participating operator
- Report by definable date (and time?) range.
- Service/route numbers
- ID of the vehicle on which the transaction took place - be it the ISAM, the ETM number, bus/journey number
- Boarding stage number/name/NaPTAN.
- Time and date of transaction
- Class of transaction. i.e. Adult/Child/Youth Concession (Single/Return????) (Concessionary paying using e-purse for out of scheme time travel)
- Type of ticket used (carnet, weekly season, monthly season, etc.)
- Cost of the journey deducted from the card (if e-purse used) or
- Notification of a zero value transaction (day ticket use)

The recipient shall co-operate fully with MCL to ensure that this level of data is available.

- 1.4 Upon successful submission of data to MCL, which shall be on a weekly basis, all funds due to the Recipient shall be released within ten working days to an agreed bank account.
- 1.5 Should a data return not be received from the Recipient by the HOPS then MCL will not be held liable for any loss incurred by the Recipient as a consequence.
- 1.6 Late submission of data will be accepted with a limit of three months from the date to which the data applies and will be included in the next available payment cycle.
- 1.7 MCL will provide to the Recipient a Top Level report comprising the following level of data -
 - Number of transactions by route/service by time period
 - Revenue due to the Recipient for each product.
- 1.8 MCL will further provide on request a report detailing transactions made for each particular product in detail to ensure transparency and to assist with reconciliation, resolution of queries and any missing or late transactions.
This report will include the following level of data –
 - Route
 - Date of transaction
 - Time of Transaction
 - Bus identifier (either ETM, ISAM or fleet number dependent upon available data)
 - Boarding stage (stage number or NaPTAN stop ID as available)
 - E-purse identifier (the unique code by which each card used can be identified)
 - Class/Fare paid

- 1.9 MCL will manage and account through the HOPS for all top ups made to the scheme from all sources including online and any other locations at which top ups are available.

If at this or any later stage top up facilities are made available "on bus" i.e. through the ETM at the point of boarding then the recipient shall make available to MCL such data as is required to offset this income against any future reimbursement. This shall at the minimum be –

- an identifier code detailing the transaction to the HOPS,
- the value of the transaction
- the date of the transaction and
- the E-purse identifier (the unique code by which each card can be identified)

- 1.10 MCL will provide a set of detailed set of accounts for the Funder but will limit the disclosure of information to a level that does not disclose any commercially sensitive information.

Such data will therefore be limited to details of the level of funds held at any time by the HOPS and the number of transactions but not to the level of funds or transactions by recipient or route/service.

Any request by the Funder for such data must be made through the recipient and will be released at the discretion of the Recipient.

- 1.11 MCL will make every effort to ensure that queries relating to reports are dealt with in a timely fashion however it should be noted that no payments will be made for data that is submitted more than three months after the date to which the data relates.

- 1.12 Any arbitration process invoked in relation to the validity of data may incur charges from MCL which shall be met by the Recipient requesting the arbitration.

SCHEDULE F – REAL TIME INFORMATION SYSTEM

1. JOINT/SHARED OBJECTIVES FOR THE RTI SYSTEM

- 1.1 The Parties agree to collaborate, as described in this agreement, in order to provide both timetable and real time information about bus services to passengers and potential passengers.
- 1.2 Real time information will be presented at selected bus stops in the county and may also be presented on other media at the discretion of the funder.
- 1.3 The Parties agree to collaborate, as described in this agreement, in order to give suitably equipped vehicles priority at selected road junctions and under certain circumstances.

2. PROCUREMENT, INSTALLATION AND OWNERSHIP OF EQUIPMENT

- 2.1 The Funder shall procure, install and own a system, known as the LA sub-system, which will display timetable information and real time information on signs at selected bus stops in the county, and on other media. This information will be derived from a feed of data from the Recipient.
- 2.2 The Recipient shall procure, install and own a system or equipment, known as the BO sub-system, which will provide the data feed required by the LA sub-system. This system may be either through a suitably equipped ETM or through ancillary equipment that performs the required functions for the provision of data.

The Funder shall not specify the equipment so long as the required data feeds are capable of delivery to the LA sub-system.

- 2.3 Terminals and software used by the Operator to gain electronic access to the LA sub-system shall be procured, installed and owned by the Operator.
- 2.4 Terminals and software used by the Authority to gain electronic access to the LA sub-system shall be procured, installed and owned by the Authority.
- 2.5 The UTC system including central control, junction controllers, signals and equipment needed to provide for vehicle priority at selected junctions shall be provided by the Authority. Only a sub-set of junctions will be equipped for vehicle priority at the discretion of the Authority.

3. MAINTENANCE

- 3.1 The Authority shall maintain and bear the costs of maintaining:
 - The LA sub-system
 - Terminals used by the Authority to access the LA sub-system
 - The UTC system and all its components.
- 3.2 Each Recipient shall maintain and bear the costs of maintaining:
 - Its own BO sub-system
 - Terminals used by the Operator to access the LA sub-system

4. OPERATION OF THE RTI SYSTEM

- 4.1 The Authority shall grant the Operator electronic access to the system using an authorised password. This access shall be limited to the information relating to the Operator alone.
- 4.2 The Operator shall make reasonable endeavours to equip, as part of the BO sub-system, all vehicles that operate scheduled routes in Suffolk with a target Availability of at least 95% for the fleet.
- 4.3 The Operator undertakes to manage its staff, operate its fleet and the use the BO sub-system in such a way that the data feed to the LA sub-system contains relevant, up-to-date and accurate information about bus services that is sufficient for the provision of real time passenger information services.

5. COMMUNICATIONS AND DATA LINKS

- 5.1 The Authority undertakes to connect the LA sub-system to the internet with sufficient bandwidth and in such a way that it will communicate correctly with all the BO sub-systems. All costs, initial and ongoing, associated with this internet connection shall be paid by the Authority.
- 5.2 The LA sub-system shall accept connections, over the internet, to and from the BO sub-systems that meet the technical standards defined in CEN/TS 15531 (prCEN/TS-OO278181) Service Interface for Real Time Information, known as SIRI and defined at www.siri.org.uk.
- 5.2a ALTERNATIVELY The LA sub-system shall accept connections over GPRS via DAIP RTIG 030 from the BO's ETMs.
- 5.3 The Operator undertakes to connect its own BO sub-system to the internet with sufficient bandwidth and in such a way that it will communicate correctly with the LA sub-system. All costs, initial and ongoing, associated with this internet connection shall be paid by the relevant bus operator.
- 5.3a ALTERNATIVELY The Operator undertakes to connect its ETMs to a GPRS network in such a way that it can communicate by GPRS with the LA sub-system. All costs, initial and ongoing, associated with this GPRS connection shall be paid by the Operator.
- 5.4 The BO sub-systems shall accept connections, over the internet, to and from the LA sub-system that meet the technical standards defined in CEN/TS 15531 (prCEN/TS-OO278181) Service Interface for Real Time Information, known as SIRI and defined at www.siri.org.uk. (not required for direct by GPRS solution)
- 5.5 The Operator undertakes to provide over this SIRI / GPRS link and at no cost to the Authority an automatic vehicle location (AVL) data feed that is fully compliant with the relevant and current version of the RTIG protocol and using a poll interval of no longer than 30 seconds. This feed shall include the data required for the LA sub-system to publish real time information and to give participating vehicles priority at selected junctions.
- 5.6 The Authority shall be responsible for the provision and costs of all communications associated with the LA sub-system including those to and from all at-stop signs.
- 5.7 The Operator shall be responsible for the provision and costs of all communications associated with its BO sub-system including those to and from its own vehicles.

6. PROVISION AND MAINTENANCE OF DATA

- 6.1 The Authority shall be the originator, owner and maintainer of the National Public Transport Access Node database (NaPTAN) for all bus stops in Suffolk.
- 6.2 The Operator shall be the originator, owner and maintainer of the Service Description Data for all its services.
- 6.3 With regard to bus stops used to prepare the Service Description Data, the Operator shall use only NaPTAN defined bus stops.
- 6.4 If the Operator discovers that any details of a bus stop are incorrectly represented in NaPTAN or the bus stop is missing from NaPTAN, the Operator shall notify the Authority by formally requesting a change to NaPTAN.
- 6.5 The Authority shall update the NaPTAN database if a change is requested by the Operator and that change is agreed by the Authority.
- 6.6 The Operator shall provide to the Authority complete Service Description Data in TransXChange form as defined in the standards published on the DfT's TransXChange web site www.transxchange.org.uk, or alternatively in the form of an Excel spreadsheet.
- 6.7 The Operator shall provide to the Authority in a timely manner Service Description Data to allow the Authority to update the LA sub-system in an accurate and timely manner so that the RT system has an up-to-date definition of current and planned services.
- 6.8 If the Authority discovers that any details of the Service Description Data are incorrectly represented, the Authority shall notify the Operator by formally requesting a change to the Service Description Data.

7. VEHICLE PRIORITY AT JUNCTIONS

- 7.1 The LA sub-system will be linked to the Ipswich and Lowestoft urban traffic control (UTC) system and will pass information to that system so that vehicles are given priority at selected road junctions under certain circumstances. This priority will be based on information passed to the LA sub-system in a data feed from each participating operator.
- 7.2 The circumstances under which priority will be given will be defined by the Authority in consultation with the participating operators.

8. EXPANSION OF THE RTPI SYSTEM

- 8.1 The Authority shall be responsible for the expansion, if required, of the LA sub-system including, but not limited to all servers software and communications. This includes the cost of procurement, installation, operation, maintenance and management.
- 8.2 The Operator shall be responsible for the expansion of its BO sub-system including, but not limited to all on-vehicle equipment, servers, software and communications. This includes the cost of procurement, installation, operation, maintenance and management.
- 8.3 Neither of the Parties shall be obliged to expand its system to meet the needs of another Party. All expansion shall be by mutual agreement.

APPENDIX 1

SUFFOLK COUNTY COUNCIL ICARUS RTPi DATA PROCESS&GUIDE Issue 1

Supplied as an Appendix to the Grant Agreement for information and guidance only.

INTRODUCTION

The purpose of this document is to document the process for configuring the Icarus RTPI system in Suffolk and provide notes on the data formats used in the system.

DATA TYPES

Icarus supports source schedule data in both ATCO and Transxchange formats. There are numerous formats of these types of data; Icarus has been designed to accommodate these formats and various implementations as follows.

ATCO

In ATCO single services are often assigned a date range to accommodate school journeys and term dates. Journeys with these special operating dates should be formatted with a QN record AND associated QE records with start and end dates for each journey.

An example is below:

```
QSNTH 03 20120603999999991111100 32 E3      /
ZJ32 000 169ABWH WAL 03 72 C      LO
QE20120103201202100
QE20120220201203300
QE20120416201206010
QE20120611201207060
QE20120903201210260
QE20121105201212210
QE20130107201302080
QE20130218201303280
QE20130415201305240
QE20130603201307230
QNNCol FE College Vacations only
QO340003311EAS0703 T1
```

If there is a QN record but no associated operating dates in the QE records then these dates can be set within Icarus. Navigate to Manage > Term Dates and select the operator, service number and QN code. The list of current dates for that QN code and service are listed.

The screenshot shows the 'Manage Term Dates' interface in the Icarus system. The page title is 'Manage Term Dates'. Below the title, there are dropdown menus for 'Operator Code' (TH), 'Service Code' (32), and 'Note Code' (1103). There are also buttons for 'Add', 'Edit', and 'Delete'. Below this is a table with the following data:

Operator Code	Service Code	Note Code	
TH	32	1103	Add DateRange

Start Date	End Date	Classification	
08/01/2012	10/02/2012	Fast Runs	Modify DateRange
20/02/2012	30/03/2012	Fast Runs	Modify DateRange
14/04/2012	21/05/2012	Fast Runs	Modify DateRange
11/06/2012	06/07/2012	Fast Runs	Modify DateRange
03/08/2012	26/10/2012	Fast Runs	Modify DateRange
04/11/2012	21/12/2012	Fast Runs	Modify DateRange
07/01/2013	08/02/2013	Fast Runs	Modify DateRange
18/02/2013	16/03/2013	Fast Runs	Modify DateRange
12/04/2013	24/05/2013	Fast Runs	Modify DateRange
28/06/2013	28/07/2013	Fast Runs	Modify DateRange

To add dates select 'Add DateRange' and set the correct operating or non-operating dates as required.

TRANSXCHANGE

In TXC data there are two different scenarios that have been catered for to integrate school and term dates. Both of these use the 'ServicedOrganisations' feature.

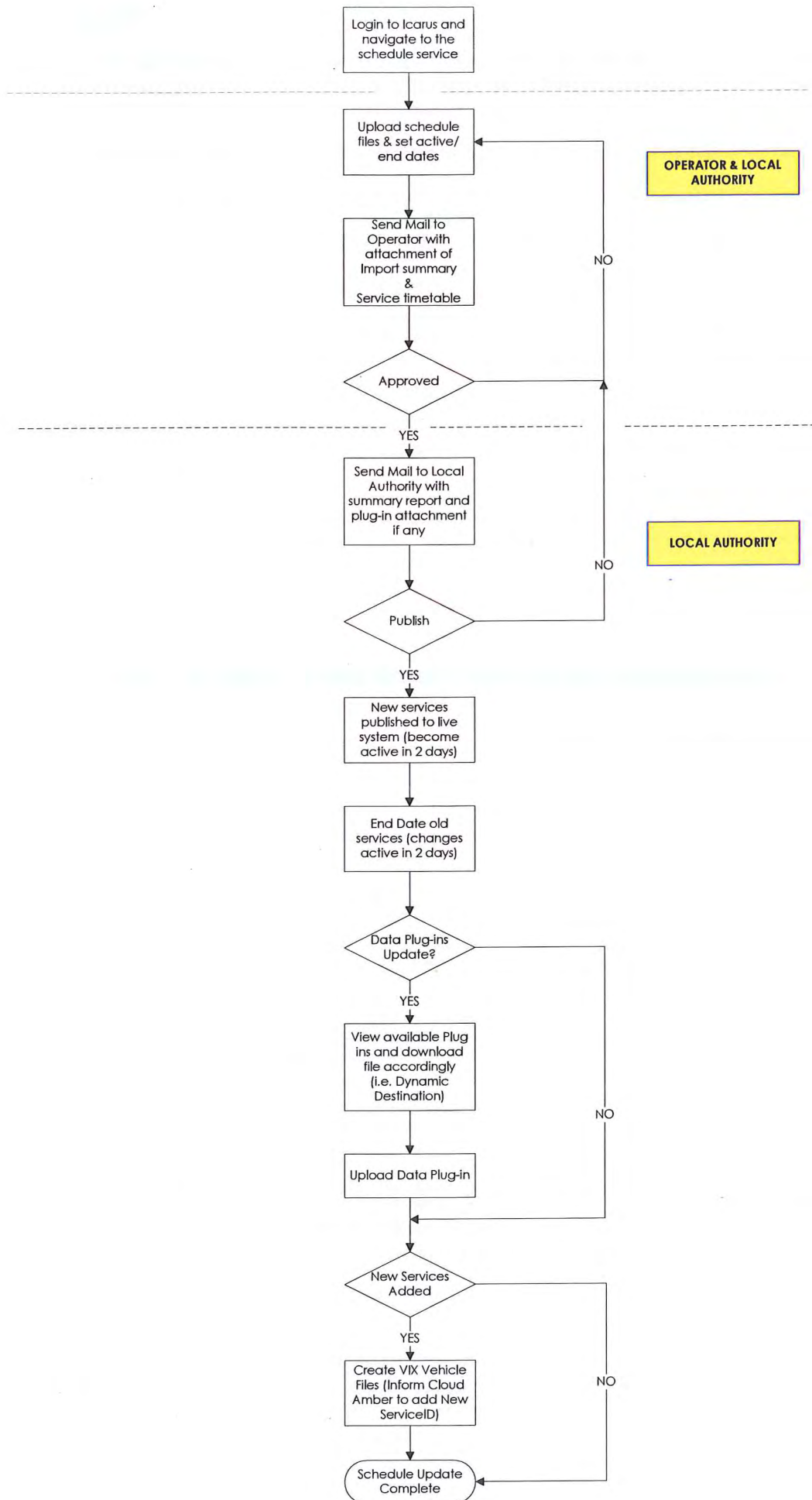
The 'ServicedOrganisations' tag should always have a 'WorkingDays' tag. A journey that is tagged as having a 'ServicedOrganisations' 'OrganisationCode' will either have 'WorkingDays' or 'Holidays'. In the source TXC file there must be 'WorkingDays' dates included.

TXC files can also have dates for 'Holidays' with applicable date ranges assigned.

Some TXC files only have 'WorkingDays' assigned, in this scenario the validation report will include a warning to inform the user that there is no 'Holiday' dates in the TXC file and will automatically create the relevant 'Holiday' dates. These 'Holiday' date ranges are created by using the dayclass assigned to 'OrganisationCode' and then creates date ranges that are not in the 'WorkingDays' date ranges.

DATA UPDATE FLOW DIAGRAM

Below is a data flow chart detailing the steps involved in updating schedule data for Icarus RTP1 in Oxfordshire. Each step will be detailed further in this document.



DATA UPDATE PROCESS

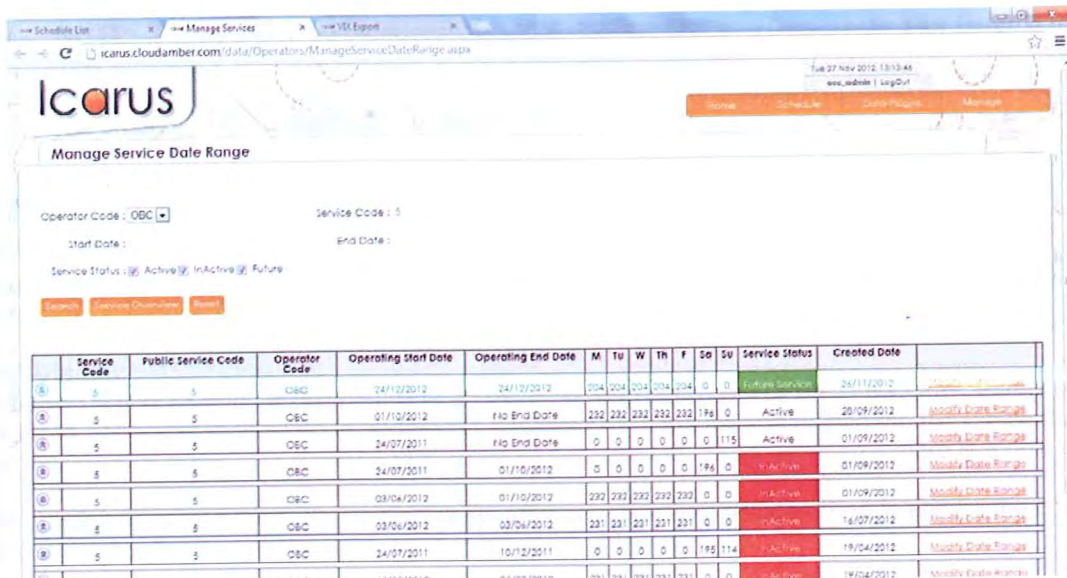
The configuration process has been designed to be as easy and automatic as possible. The process can be split between the operator and local authority with the operator taking responsibility for the schedule data upload and validation. The process below details how to update schedules within Icarus.

1. Login to Icarus and navigate to System > Settings > Schedule Service > Schedule > Upload Schedule.
2. Insert a description for the data upload and if you want to override the service start and end dates from the source files then enter these in the boxes provided.
NOTE: Data will take 2 days to become active regardless of the date entered as the Service Start Date
3. If the source data files don't include Duty Boards then uncheck the 'Check for Duty Boards' option.
4. If the source data files use ETM journey numbers and not start time as the journey reference then ensure the 'Check for Journey number leading zeros' is checked. This ensures that journey numbers are in the correct format.
5. Click 'Add Files' and select the source data files to be uploaded and validated.
NOTE: For ATCO source data it is best practice to upload **ALL** day class files for that service, not just the files that are changing
6. If all the correct files have been added then select 'Validate Files', this will then upload the files to the Icarus server and start the validation process. The speed will be determined by the number of files and the size of the files.
7. To view the status of the validation process navigate to Schedule > Schedule List and the upload will be listed.

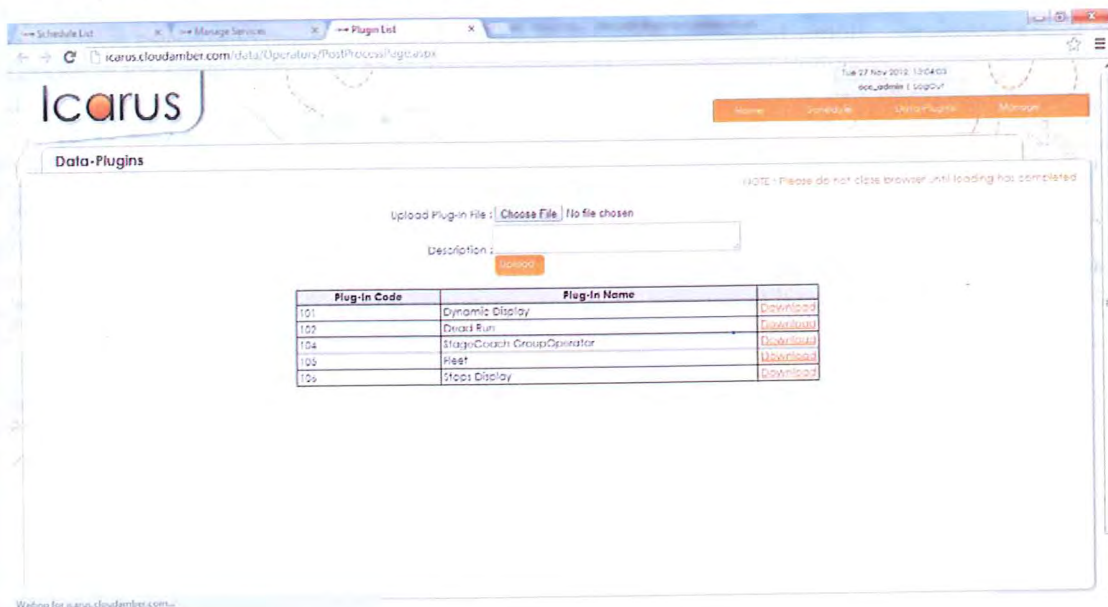
Created Date	Description	Summary & Log	Service Timetable	Approve All	Cancel All
26/11/2012 10:23:01	OBC New Year's Day (excl 300) (CR8)	Summary & Log	Service Timetable	Approve All	Cancel All
26/11/2012 10:27:57	OBC 27-31 Dec (excl 300) (CR8)	Summary & Log	Service Timetable	Approve All	Cancel All
26/11/2012 10:19:52	OBC Boxing Day (excl 300) (CR8)	Summary & Log	Service Timetable	Approve All	Cancel All
26/11/2012 10:14:00	OBC Christmas Eve (excl 300) (CR8)	Summary & Log	Service Timetable		
23/11/2012 15:20:04	OBC 300 from 2-Jan (standard) (CR8)	Summary & Log	Service Timetable		
23/11/2012 14:24:24	OBC 6/5C with sch/1sch flag; but no GE (CR8 1)	Summary & Log	Service Timetable	Approve All	Cancel All
23/11/2012 11:24:20	OBC 300 New Year's Day (CR8 1)	Summary & Log	Service Timetable		
23/11/2012 11:23:45	OBC 300 Xmas to new year week (CR8 1)	Summary & Log	Service Timetable		
23/11/2012 11:20:26	OBC 300 Boxing Day (CR8 1)	Summary & Log	Service Timetable		
23/11/2012 11:05:14	OBC 300 Year Eve	Summary & Log	Service Timetable		

8. On completion of the validation process an email is sent to the email address assigned to the user who uploaded the data and the email assigned to the local authority user for that operator. The email includes the data validation report and relevant timetables for validation.
9. In the schedule list once the file has been validated its status changes from 'In Process' to 'Draft'. For each file the following information is available:
 - a) File Name
 - b) Start and end date for the data
 - c) Number of journeys per day class.
 - d) Any dates assigned to individual journeys such as term dates and holiday dates
 - e) Option to view the validation summary and log
 - f) Option to view the timetable for the file

10. Any file that has not passed validation can be cancelled by selecting the 'Cancel' option against the relevant file. There is also the option to cancel all the files in the upload by selecting 'Cancel All'.
 11. If the files have passed validation then select 'Approve', this will change the status of the files to 'Approved' and send an email to the local authority user to inform that files have been approved.
 12. If all files are deemed valid by the local authority user then next step is to publish the files, to do this select the 'Publish' option against each file or select 'Publish all'. Once published the file status will change the 'Published'.
- NOTE:** Data will take 2 days to become active regardless of the date entered as the Service Start Date.
13. Once files have been published the next step is to end date the current files (if the end date is not correctly set already). Navigate to Manage > Services and search for the relevant operator and service code.



14. Set the end date for the required service by selecting 'Modify Date Range' and setting the required end date. You should also see the new service that has been published with its current status.
- NOTE:** Data will take 2 days to become active regardless of the date entered as the Service Start Date.
15. At this point any configured data plug-ins should be updated, checked and processed. It is good practice every time files are published to upload the latest Dynamic Display file; this will ensure that all dynamic destinations are correctly configured for each service. To upload data plug-ins navigate to Data-Plugins > Plugin List and download the required data plug-in and update.



16. To upload the updated data plug-in file navigate to Data Plugins > Plugin List and select 'Choose File'. Select the require file to upload and provide a description of update. Select 'Upload'. The file will be processed; to check the status of the file navigate to Data Plugins > Plugin History and select the data plug-in type required. Once the file has been uploaded successfully the status will be changed 'Imported Successfully'.
17. If any new services have been added then new VIX vehicle files will need to be created and broadcasted. The first step is to inform Cloud Amber that a new service has been added to the system, Cloud Amber will create a new serviceid for the service.
18. Once Cloud Amber confirm that a new service id has been created then navigate to Data Plugins > VIX Export and select the required operator from the drop down list. Select 'Generate Config', a new file config file will be created for that operator.
NOTE: This file will need broadcasting and a new set of config files creating for Externiture engineers. This process is not covered here as it's a VIX legacy process.
19. The update of the schedules is now complete

DATA PLUG-INS

There are various data plug-ins in Icarus that allow the user to supplement the data in the Schedule files to ensure that the system is fully configured.

Dynamic Display

The Dynamic Display plug-in file downloads to an excel file with each service on its own tab. Each service has all its variants listed. The user is required to update the destinations in the file and upload the file. Once the variant has had dynamic destinations added these will be preserved so services only need updating if there is a new variant.

It is best practice to upload the dynamic display file after any new files are published to ensure the correct dynamic destinations are applied.

Dead Run

Adding Dead runs to the beginning of journeys allows predictions to be generated for the first stop and journey of the day.

The file is downloaded as an excel file and each service has its own tab.

The user has to enter the dead run journey details per service on the relevant tab.

Group Operator

This plug-in allows the user to change the operator code of the source file on import. For Suffolk this changes any operator codes in the file to SOX. The code MRS is currently configured for Suffolk

Fleet

The fleet plug-in allows the user to manage the fleet list in Icarus. The fleet list is downloaded as an excel sheet. Once updated the new fleet list becomes active straight away.

Stops Display

The Stops Display plug-in allows the management of the stops that are used in the system. Stops can be renamed and the Public Access Code (SMS) can be changed. Any stop that is used by a service in Oxfordshire Icarus will be included in the Stops Display file.

For Oxfordshire any stop that is not in the Stops Display list or has a public access code of zero will not appear and be available in the Oxontime public outputs.

APPENDIX 2

**SUFFOLK COUNTY COUNCIL
ENDEAVOUR CARD SCHEME
ITSO POST FUNCTIONALITY CHECKLIST**

POST Details	
Manufacturer	
Model	
ITSO version	
Compliance certificate	
Date certificate valid until	

Please list the three largest and three smallest sites where this product is implemented.

Operator/Site	Date implemented	Number Implemented

Please indicate whether the following features are supported:

General POST Requirements	Supported	Your comments
ALL ITSO products identified by IIN/Product OID/IPE TYP/IPE PTYP and where appropriate product issuer's CPICC		
At the point of product usage the POST is able to check for validity against the following parameters:		
Product IIN/OID/TYP/PTYP		
For IPE TYP 16 check EntitlementCode and ConcessionaryClass		
Time of day against Peak/Off peak rules		
Day of week		
Term dates		
Other special dates		
Blocking/un-blocking a shell		
Blocking/un-blocking a product		
POST sets can be specified for the delivery of Class 2 messages		
The POST is able to record in the ITSO transaction message code 0209 Journey Record:		
For both outward and inward trips whether the current journey is: <ul style="list-style-type: none"> • Commercial, • Minimum Subsidy or • Minimum Cost • 		
Whether the transaction is Test or Live		
The actual fare paid (Amount Paid) and the normal fare (Normal Price) and allowing the Fare Forgone to be calculated		
The CPICC (CPRCC) of the TCA of boarding		
Location (boarding point) where the Location LocDefType is configurable depending upon the scheme requirements with LocDefTypes 209 (Service number & stage) and 212 (NaptanCode) supported		
The POST is able to cancel a transaction and generate the associated 0300 message		
If required, a transient ticket may be created as part of the transaction for checking later		
Class 3 Message Management:		
Is there a strategy for maintaining the intended (by the HOPS/AMS) sequence for the secure data frames (SDF) to be delivered to a POST and applied to an ISAM?		

General POST Requirements	Supported	Your comments
For systems compliant with version 2.1.3 or 2.1.4 ISAM logging of SECACK messages (ISAM_LOG1) is required, so that acknowledgments can be checked before applying new SDF.		

Product Configuration	Supported	Your comments
IPE TYP 2 STR		
Debit STR		
Credit STR		
Support for fare capping		
ITSO actions ¹ supported specific to STR are:		
Action Code 4: Disable STR Auto-Top-Up		
Action Code 5: Enable STR Auto-Top-Up and set - a new Threshold value - a new TopUpAmount value		
Action Code 12: Add ActionAmount to STR Value		
ITSO messages specific to STR including:		
0008 STR first use		
0100 STR usage		
0101 STR load (manual)		
0102 STR load (auto top up)		
0103 STR check record		
0104 Enable or amend Auto top up		
0105 Disable Auto top up		
0106 First use of STR		
0107 STR transaction cancellation		
0108 STR refund or part/all STR		
0109 Refund all STR & deposit and disable STR		
0120 Amend STR TYP 2		
IPE TYP 14 Entitlement		
Support for ENCTS companion travel		
IPE TYP 16 ID		
IPE TYP 16 EntitlementCode and ConcessionaryClass can be configured as part of the product acceptance tests		
State whether CPICC available as a further check for additional functionality, for example, checking the service operator(s) that an IPE TYP 16 passholder is permitted to use		
Support passback as defined in the product data or by the POST configuration		
Support for ENCTS companion travel		

¹ If possible please estimate the typical delivery time for an action to be received by the POST, that is, the time lapse between receiving the list item from the HOPS and being available at the POST.

Product Configuration	Supported	Your comments
IPE TYP 22 Pre-Defined Ticket (Area based Period Pass)		
IPE Format Revision 1 fully supported		
IPE Format Revision 2 fully supported		
Expiry beyond mid-night is supported		
Support for the rail PLUSBUS product		
IPE TYP 22 single period pass with fixed expiry		
In this mode the POST is capable of:		
Deleting and recreating a product		
Using PTYP to distinguish a product and the associated acceptance rules		
Using CPICC to distinguish a product and the associated acceptance rules		
Applying geographic restrictions either ² : <ul style="list-style-type: none"> • Zonal using either CPICC or ValidAtOrFrom data element; • Boarding point & Destination using 		
Support passback as defined in the product data or by the POST configuration		
If PromotionCode is supported please state what functions are available.		
ITSO messages specific to TYP22 (and 23) including:		
0207 Create IPE		
IPE TYP 22 stored pass mode with one or more passes encoded		
In this mode the POST is capable of:		
Deleting and recreating a product		
Using PTYP to distinguish a product and the associated acceptance rules		
Using CPICC to distinguish a product and the associated acceptance rules		
Incrementing NumberRemainingPasses (top-up)		
Applying geographic restrictions either ² : <ul style="list-style-type: none"> • Zonal using CPICC or ValidAtOrFrom data element; • Boarding point & Destination 		
Support passback as defined in the product data or by the POST configuration		
If PromotionCode is supported please state what functions are available.		
Actions supported specifically for stored pass mode:		
Action Code 8: Disable Auto-Renew		
Action Code 9: Enable Auto-Renew and set AutoRenewQuantity1		
Action Code 10: Add stored rides or journeys where ActionQty added to NumberRemainingPasses		

²Please indicate for ValidAtOrFrom the LocDefTypes supported (For zones LOC1 204 or 207 expected)

Product Configuration	Supported	Your comments
ITSO messages specific to TYP22 (and 23) including:		
0207 Create IPE		
0208 Amend IPE		
0304 Enable / Amend Auto-Renew		
0305 Disable Auto-Renew		
IPE TYP 23 Pre-Defined Journey		
IPE Format Revision 1 fully supported		
IPE Format Revision 2 fully supported		
<p>TYP 23 allows three modes of operation: 2: A simple single ticket (the default) And with the addition of value records: 0: Carnet of single trip tickets 1: Carnet tickets ('Stored Journeys') where each trip supports one or more transfer(s) with time restrictions</p> <p>Please state which modes are supported, In all modes the POST is capable of:</p>		
Using PTYP to distinguish a product and the associated acceptance rules		
Using CPICC to distinguish a product and the associated acceptance rules		
If PromotionCode is supported please state what functions are available.		
<p>Applying geographic restrictions either (if the associated data elements are present)²:</p> <ul style="list-style-type: none"> • Zonal using either CPICC or Origin1 data element; • Boarding point (Origin1) & Destination (Destination1) 		
For Modes 0 and 1 the POST is capable of:		
Supporting use of the trip for return travel		
Topping up the carnet by adding trips to CountRemainingRidesJourneys		
Actions supported for TYP 23 modes 0 and 1:		
Action Code 8: Disable Auto-Renew		
Action Code 9: Enable Auto-Renew (note that Auto-Renew results in a single trip added to CountRemainingRidesJourneys)		
Action Code 10: Add stored rides or journeys where ActionQty is added to CountRemainingRidesJourneys		
ITSO messages specific to TYP23 including:		
0208 Amend IPE		
0304 Enable / Amend Auto-Renew		
0305 Disable Auto-Renew		

Product Configuration	Supported	Your comments
IPE TYP 23 carnet of stored journeys with multi-leg transfers (Mode 1)		
Additionally, in this mode the POST is capable of:		
Controlling transfers to a maximum defined by MaxTransfers held in the TYP 23 Data Group		
Setting a time limit on an individual transfer by TimeLimit held in the TYP 23 Data Group		

The above information is correct and refers to the ETM subject of the grant offer.	
Signed	
Print name	
Position held	
Company	
Date	

This appendix should NOT be removed from the main body of the agreement as it forms part of the agreement.

In WITNESS whereof this Agreement has been executed and delivered as a Deed on the date first written above

SIGNED as a DEED by)
TIMOTHY RONALD)
GEOFFRY VESTEY)
in the presence of:)

[Redacted signature area]

Witness signature

Name

Address

Occupation:

T. BARLING
TEMPLE END FARM
THURLOW HAVERHILL CB97LL
CHARTERED SURVEYOR

SIGNED as a DEED by)
JAMES EDMUND MCLEAN)
VESTEY in the presence of:)

[Redacted signature area]

Witness signature

Name

Address

Occupation:

[Redacted signature area]
TOM DUFFIN
2 NEW COTTAGE, LARK HALL
SIX MILE BOTTLE, CB8 0UT
ASSISTANT AGENT

SIGNED as a DEED by)
GEORGE MOWBRAY)
WILLIAM VESTEY in the)
presence of:)

[Redacted signature area]

Witness signature

Name

Address

Occupation:

[Redacted signature area]
JOHN FLOWD
'CONIFERS' ASHFIELD ROAD
NORTON BURY ST EDMUNDS IP31 3NN
CHARTERED BUILDER

SIGNED as a DEED by)
ROBIN JOHN HENRY)
VESTEY in the presence of:)

[Redacted signature area]

Witness signature

Name

Address

Occupation:

[Redacted signature area]
ILDIRA MOODY
SUNNINGDALE, THE STREET, CONEY WESTON
BURY ST EDMUNDS, IP31 1HG
ACCOUNTANT

SIGNED as a DEED by)
GEOFFREY ROBERT)
CLIFTON-BROWN in the)
presence of:)



Witness signature

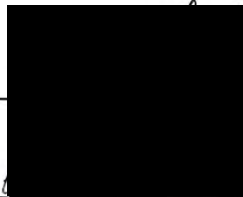
Name

Address

Occupation:

DAVID A.W. MORGAN
5A VAINMAN GROVE
LONDON SW18 7TD
PARLIAMENTARY ASSISTANT

SIGNED as a DEED by)
MARK CHRISTIAN JON)
BADDELEY in the presence)
of:)



Witness signature

Name

Address

Occupation:

N. R. GERRARD - PEARSE
KETTLES SPELMONDEN ROAD
HORSMONDEN, KENT TN12 8EL
ACCOUNT DIRECTOR

SIGNED as a DEED by)
MICHAEL JOHN SEYMOUR)
EADES in the presence of:)



Witness signature

Name

Address

Occupation:

NICOLA HARVEY
CAREY HOUSE, LES BANQUES,
ST PETER PORT, GUERNSEY
SECRETARY

SIGNED as a DEED by)
RUSSELL CLARK in the)
presence of:)



Witness signature

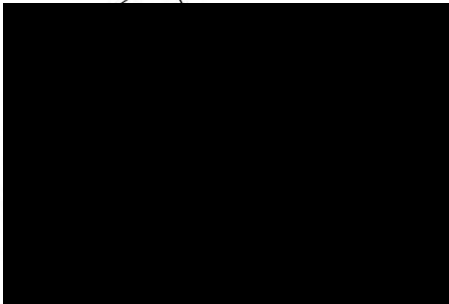
Name

Address

Occupation:

LISA LE PREVOST
Carey House, Les Banques,
St Peter Port, Guernsey
P.A.

SIGNED as a DEED by
CARL HERMANN KONRAD
FRIEDLAENDER in the
presence of:



Witness signature
Name
Address
Occupation:

NICOLA HARVEY
CAREY HOUSE, LES BANQUES,
ST PETER PORT, GUERNSEY
SECRETARY

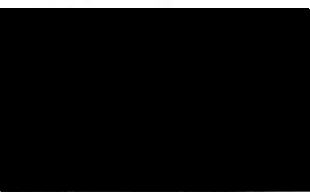
SIGNED as a DEED by
HELEN JOSEPHINE PELLY
in the presence of:



Witness signature
Name
Address
Occupation:

C. D. H. HENSTON
Marketplace House
42 Newmarket Road
Cambridge
Solicitor

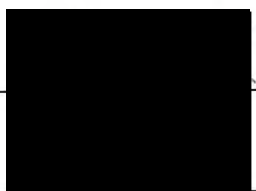
SIGNED as a DEED by
NEVILLE SMITH in the
presence of:



Witness signature
Name
Address
Occupation:

BRUCE HILL
6 HALL COTTAGES, THE STREET,
POSTLINGFORD, SUDBURY CO16 8QY
AGRICULTURAL CONSULTANT

SIGNED as a DEED by
ANDREW SMITH in the
presence of:



Witness signature
Name
Address
Occupation:

BRUCE HILL
6 HALL COTTAGES, THE STREET,
POSTLINGFORD, SUDBURY CO16 8QY
AGRICULTURAL CONSULTANT

**SIGNED as a DEED by
ARTHUR JOHN SMART**
in the presence of:

) [Redacted]
)
)

Witness signature
Name
Address
Occupation:

[Redacted]

AMANDA JANE EDWARDS

32 TURNER CLOSE HAVERHILL

SUFFOLK CB9 7FZ

PA.

**SIGNED as a DEED by
RUTH SMART** in the
presence of:

) [Redacted]
)
)

Witness signature
Name
Address
Occupation:

[Redacted]

AMANDA JANE EDWARDS

32 TURNER CLOSE HAVERHILL

SUFFOLK CB9 7FZ

PA.

**SIGNED as a DEED by
RACHEL SMART** in the
presence of:

) [Redacted]
)
)

Witness signature
Name
Address
Occupation:

[Redacted]

AMANDA JANE EDWARDS

32 TURNER CLOSE HAVERHILL

SUFFOLK CB9 7FZ

P.A.

Executed as a deed by
HIGHTRANS LIMITED
acting by a director and
its secretary or two directors:

) [Redacted]
)
)
)

Director

[Redacted]

Director / Secretary

The COMMON SEAL of **THE COUNCIL OF
THE BOROUGH OF ST EDMUNDSBURY**
was affixed in the presence of:
Head of Legal and Democratic Services

[Redacted]
Authorised Signatory



THE COMMON SEAL OF **SUFFOLK
COUNTY COUNCIL** was affixed in the

(presence of [Redacted])
Authorised Signatory

