Dated 20th May 2021

CAMBRIDGE CITY COUNCIL

-and-

CAMBRIDGESHIRE COUNTY COUNCIL

-and-

THIS LAND DEVELOPMENT LIMITED

DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990

relating to land at Newbury Farm, Cambridge

pursuant to planning application 19/1168/OUT

HOWES PERCIVAL
Flint Buildings
1 Bedding Lane
Norwich
Norfolk
NR3 1RG
Tel: 01603 762103
Fax: 01603 762104
(Ref: JZM/228623.0009)

THIS DEED is dated Twenty-Sixth May 2021

PARTIES:

(1) **CAMBRIDGE CITY COUNCIL** of The Guildhall, Market Square, Cambridge, CB2 3QJ ("**Council**");

(2) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall, Castle Hill, CB3 0AP ("**County Council**");

(3) **THIS LAND DEVELOPMENT LIMITED** (Company Number 11210011) whose registered address is Compass House Vision Park, Chivers Way, Histon, Cambridge, England, CB24 9AD ("**Owner**");

together referred to as 'the Parties'

INTRODUCTION

(A) The City Council is a local planning authority for the purposes of this Deed for the area within which the Site is located

(B) The County Council is a local planning authority local education authority and library service provider for the County of Cambridgeshire

(C) The Owner owns the freehold of the Site which is part of the land registered at the Land Registry under title number CB432544

(D) The County Council owns the freehold of the Site which is part of the land registered at the Land Registry under title number CB15001 and the Deed does not bind that part of the Site shown hatched green on the plan marked "Plan 2" annexed hereto at Schedule 2

(E) The Parties have agreed to enter into this Deed in order to secure the planning obligations and other covenants and obligations contained in this Deed

1 DEFINITIONS AND INTERPRETATION

The following words and phrases (including for the avoidance of doubt contained in

the Recitals above) shall unless the context otherwise requires bear the following meanings:-

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Acts"	means Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 together with all other statutory powers and Acts pursuant to which the Parties shall be empowered to enter into this Deed;
"Application"	means the outline application (all matters reserved except for means of access in respect of junction arrangements onto Worts' Causeway and Babraham Road) for erection of up to 230 residential dwellings and up to 400m2 (GIA) of non-residential floorspace within Use Classes A1/A3/A4/B1/D1, new landscaping and public realm, car and cycle parking, infrastructure, other associated works following the demolition of all existing buildings on the site made to the City Council and allocated reference 19/1168/OUT;

"City Council Monitoring Fee"	the sum of ten thousand pounds (£10,000) Index Linked
"Commencement"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, structural landscape works, highways access works, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and "Commencement of Development" shall be construed accordingly
"County Council Monitoring Fee"	means a sum of one hundred and fifty pounds (£150.00)
"Development"	means development pursuant to the Planning Permission;

"Dwellings"	the residential dwellings to be constructed on the Site as part of the Development and "Dwelling" shall be constructed accordingly;
"Index Linked"	means indexed linked from the date of this Deed (unless otherwise specified in this Deed) until such time as payment under this Deed is due by reference to the BCIS General Building Cost Index of the Royal Institution of Chartered Surveyors in respect of the Indoor Sports Contribution the Outdoor Sports Contribution Community Room/Centre Contribution the Education Contribution and the Transport Contribution or the Retail Price Index All Items published by the Office of National Statistics in respect of the POS Maintenance Contribution Off-Site Play Contribution Off-Site POS Contribution the Ecological Enhancement Contribution the Library Contribution the Recreational Improvements Contribution the Public Art Budget and the City Council Monitoring Fee (or if either such index ceases to be published such other index as may be agreed in writing between the City Council or the County Council (as appropriate) and the Owner and increased in accordance with the following formula: Amount payable = the payment specified in this Deed x (A/B) where:

	A= the figure for the appropriate index to be used as specified above that applied immediately preceding the date the payment is due. B= the figure for the appropriate index to be used as specified above that applied when the index was last published prior to the date of this Deed.
"Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"Market Dwelling"	means any Dwelling that is not an Affordable Housing Unit
"NPPF"	National Planning Policy Framework (February 2019) (as may be amended or any successor document)
"Non-Residential Development"	any buildings or part of a building constructed as part of the Development that do not include Dwellings (whether this comprises community buildings or other uses)
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or

	occupation for marketing or display or occupation in relation to security operations and the "Occupy" shall be construed accordingly
"Phase"	any part of the Development shown or agreed as a phase pursuant to the Planning Permission
"Planning Permission"	the outline planning permission to be granted by the City Council for the Development pursuant to the Application substantially in the form of the draft provided at Schedule 1
"Practical Completion"	means unless the context otherwise admits: (i) the issue of a certificate of practical completion; or (ii) where the context so requires a certificate confirming completion of demolition works which unless otherwise agreed is addressed to the City Council or County Council (as appropriate) and the Owner in each case by a suitably qualified architect, surveyor or engineer as the case may be and the expressions "Practically Completed", "Complete", "Completion" and "Completed" shall be

	construed accordingly
"Site"	the land at Newbury Farm, Cambridge as shown edged red on the Site Plan for identification purposes only
"Site Plan"	the plan annexed at Schedule 2 and marked "Plan 1"
"Studio"	means a Dwelling consisting of one room which serves as the living, dining, and bedroom
"Working Day"	means Monday to Friday excluding all public and Bank holidays;

1.1 Any covenant by the Parties not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

1.2 Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.

1.3 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

1.4 Where reference is made to a clause, part, plan, paragraph, recital or schedule such reference (unless the context requires otherwise) is a reference to a clause, part, plan, paragraph, recital or schedule of or (or in the case of a plan) attached to this Deed.

1.5 In this Deed:

1.5.1 the singular includes the plural and vice versa and the masculine includes the feminine and vice versa;

1.5.2 persons include firms, companies, other corporate bodies and legal entities and vice versa; and

1.5.3 "including" means including without limitation and "include" and "includes" shall be construed accordingly.

2 LEGAL BASIS

2.1 This Deed is made pursuant to Section 106 of the Act and to the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to powers contained in, inter alia, Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.

2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed (where appropriate) create planning obligations pursuant to Section 106 of the Act and are enforceable by the City Council and County Council (as appropriate) in the case of covenants made with them as local planning authorities against the Owner.

3 AUTHORITIES

3.1 The obligations in this Deed are entered into by:

3.1.1 the City Council pursuant to its function as local planning authority; and

3.1.2 the County Council pursuant to its function as highway authority education authority and library service provider; and

3.2 Where any provisions in this Deed are expressed to be covenants in favour of the City Council or the County Council then those provisions shall be enforceable only by that authority.

4 CONDITIONALITY

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development;

save for the provisions of this Clause and Clauses 6.1, 7, 8, 10, 11, 12 and 13 which shall come into effect immediately upon completion of this Deed.

5 COVENANTS AND OBLIGATIONS

5.1 The Owner covenants with the City Council to comply with their respective obligations and restrictions set out and contained in Schedule 3 and clause 5.5 to this Deed.

5.2 The Owner covenants with the County Council to comply with their respective obligations and restrictions set out and contained in Schedule 4 to this Deed.

5.3 The City Council covenants with the Owner to comply with the covenants in Schedule 5 to this Deed.

5.4 The County Council covenants with the Owner to comply with the covenants in Schedule 6 to this Deed.

5.5 The Owner covenants with the City Council that prior to the Commencement of Development on any Phase which contains any part or parts of the land referred to in recital D of this Deed shown on Plan 2 at Schedule 2 the Owner shall ensure that such land is bound into the terms of this Deed if reasonably requested by the City Council and/or the County Council

6 LEGAL FEES AND MONITORING

6.1 Immediately prior to the completion of this Deed the Owner shall pay the City Council and the County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed.

6.2 Prior to Commencement of Development the Owner shall pay to the County Council the County Council Monitoring Fee.

6.3 The Owner shall pay to the City Council the City Council Monitoring Fee as follows:

6.3.1 20% prior to Commencement of Development;

6.3.2 20% prior to first Occupation of the first Dwelling;

6.3.3 20% prior to first Occupation of the 50th Dwelling;

6.3.4 20% prior to first Occupation of the 100th Dwelling; and

6.3.5 20% prior to first Occupation of the 150th Dwelling.

7 GENERAL PROVISIONS

7.1 No person or entity (as appropriate) shall be liable for any breach of non-performance of the covenants contained in this Deed in respect of the whole or any part of the Site in which they do not have a legal interest save in respect of any breach occurring before such a person or entity (as appropriate) has obtained or parted with its legal interest in the relevant part of the Site AND FOR THE AVOIDANCE OF DOUBT if any Owner of any part of the Site has no ownership interest in a particular Phase that party shall not have any liability under this Deed for that particular Phase unless and until it obtains an ownership interest in that particular Phase after which it shall be liable like any other party who has an ownership interest in that particular Phase AND FOR THE AVOIDANCE OF FURTHER DOUBT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or any part or parts of the Site) shall constitute a legal interest (or other interest) for the purposes of this Clause.

7.2 Save for the occupation restrictions in Schedule 3 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Housing Units subject to the provisions in Schedule 3 this Deed shall not be enforceable against:

7.2.1 individual purchasers or lessees of individual Dwellings constructed on the Site pursuant to the Planning Permission or their mortgagees;

7.2.2 individual purchasers or lessees of any Non-Residential Development constructed on the Site pursuant to the Planning Permission; or

7.2.3 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 of the Site.

7.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any renewal of it or any approval of a reserved matters application made pursuant to it) granted (whether or not on appeal) after the date of this Deed.

7.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked, withdrawn or if it expires and is not renewed without the Development having been Commenced.

7.5 This Deed shall be registrable as a local land charge.

7.6 Where any agreement, approval, consent or expression of satisfaction is required or sought by the Owner from the City Council or the County Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed PROVIDED ALWAYS that no deemed agreement, approval, consent or expression of satisfaction shall be deemed under any circumstances.

7.7 Following the performance and satisfaction of all the obligations contained in this Deed or determination of this Deed pursuant to Clause 7.4 the City Council shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of that Deed as soon as reasonably practicable.

7.8 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999.

7.9 The Owner shall permit the City Council and County Council and their authorised employees and agents upon reasonable written notice (other than in an emergency) to enter the Site at all reasonable times following the completion of this Deed for the purpose of verifying whether or not any obligation arising pursuant to this Deed has been performed or observed.

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

7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the City Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities.

7.12 The Owner agrees with the City Council and County Council to give the City Council and County Council within ten (10) Workings Days of occurrence of the same to give written notice of any change in ownership of any of its interests in the Site and each and every part thereof (save for the exceptions hereafter given in this sub-clause) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan save that this Clause shall not apply to a transfer or lease of an individual Market Dwelling to a private purchaser or an individual Affordable Housing Unit or transfer or lease of any part of the Site to a statutory undertaker in its capacity as such.

8 WAIVER

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

9 INTEREST

If any payment of any sum referred to in this Deed shall have become due from the Owner to the City Council or the County Council (as the case may be) the Owner shall pay on demand to the City Council or County Council (as the case may be) Interest from the date that payment was due until payment of the outstanding sum has been paid.

10 DISPUTE PROVISIONS

10.1 All differences and disputes which may arise between the Parties concerning this Deed shall:-

10.1.1 where the difference or dispute relates to the construction or interpretation of this Deed be referred to the determination (as an expert and not as an arbitrator) of an independent leading planning counsel agreed upon by the parties in dispute but who in default of such agreement shall be appointed by the President of the Law Society of England on the application of any of the parties in dispute;

10.1.2 where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer

as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise;

10.2 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 10.1.1 or 10.1.2 hereto is applicable. Except as aforesaid any expert appointed pursuant to Clauses 10.1.1, 10.1.2 or 10.1.3 or any other person shall:-

10.2.1 on his appointment serve written notice thereof on the parties in dispute;

10.2.2 consider any written representations by or on behalf of those parties which are received by him within twenty (20) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

10.2.3 allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within fifteen (15) Working Days of receipt by the other party thereof;

10.2.4 have an unfettered discretion to determine the reference to him;

10.2.5 serve notice of his determination as soon as he has made it and in any event not more than twenty five (25) Working Days after the

conclusion of any hearing that takes place or twenty five (25) Working Days after he received any written representation;

10.2.6 give full and clear reasons for his decision; and

10.2.7 be paid his proper fee and expenses in connection with such reference by the parties in dispute in such shares as he may determine;

10.2.8 and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

10.3 The provisions of this clause shall not affect the ability of any party to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

11 NOTICES

11.1 The Owner agrees to give the City Council and County Council each separate notice in writing within:

11.1.1 ten (10) Working Days following Commencement of Development PROVIDED THAT default in giving the requisite notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development occurring and actual Commencement shall be the date of Commencement for the purpose of triggering obligations contained herein;

11.1.2 ten (10) Working Days following Commencement of each Phase of the Development; and

11.1.3 ten (10) Working Days of any of the Occupation thresholds set out in this Deed.

11.2 Any notice or written communication to be served or given by one party to any other party under the terms of this Deed shall be deemed to have been properly served or given if delivered by hand or sent by first class post or registered or recorded delivery at:

11.2.1 its address given in this Deed; or

11.2.2 such other address as may be notified in writing from time to time;

11.2.3 and for the purposes of this clause 11.2.2 the Owner's address for notices shall be Howes Percival LLP, Flint Buildings, 1 Bedding Lane, Norwich, NR3 1RG (Reference: JZM/ 228623.0009)

3
12 **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

4
13 **DELIVERY**

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

IN WITNESS whereof the Parties hereto have executed this Deed the day and year first before written

12 The County Council (expressly in its capacity as beneficiary of the registered Debenture (by way of a fixed charge) dated 13 April 2018 registered at HM Land Registry at entries C5 and C6 of the Charges Register to Title CB432544 ("the Charge")) as mortgagee under the Charge hereby consents to the execution of this Deed and acknowledges that the Site is bound by the obligations in this Deed and that the security of the Charge takes effect subject to this Deed PROVIDED THAT the Mortgagee otherwise has no liability under this Deed unless it takes possession of any part of the Site in which case it too will be bound by the obligations in this Deed as if it were a person deriving title to the Site from the Owner"

Schedule 1

Draft Planning Permission

Cambridge City Council
Town & Country Planning Act 1990

Notice of Outline Planning Permission
Subject to conditions

Reference 19/1168/OUT
Date of Decision

CAMBRIDGE CITY COUNCIL

Mr Andrew Mills
BPTW
40 Norman Road
Greenwich
London
SE10 9QX

The Council hereby GRANTS Outline Planning Permission for:

Outline application (all matters reserved except for means of access in respect of junction arrangements onto Worts' Causeway and Babraham Road) for erection of up to 230 residential dwellings and up to 400m2 (GIA) of non-residential floorspace within Use Classes A1/A3/A4/B1/D1, new landscaping and public realm, car and cycle parking, infrastructure, other associated works following the demolition of all existing buildings on the site.

at

Land At Newbury Farm Babraham Road Cambridge Cambridgeshire

In accordance with your application received on 21 August 2019 and the plans, drawings and documents which form part of the application.

Conditions

1 Prior to the commencement of any development, details of the appearance, landscaping, layout and scale, (hereinafter called the 'reserved matters') shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out as approved.

Reason: This is an Outline permission only and these matters have been reserved for the subsequent approval of the Local Planning Authority.

2 Application(s) for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission. The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: In accordance 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).

3 The development hereby permitted shall be carried out in accordance with the approved plans as listed on this decision notice.

Reason: In the interests of good planning, for the avoidance of doubt and to facilitate any future application to the Local Planning Authority under Section 73 of the Town and Country Planning Act 1990.

4 Details of the phasing of the development based on the Indicative Phasing of Construction Works of the Environmental Statement provided with the application (RPS, dated August 2019 and Addendum dated May 2020) shall be submitted to and approved by the Local Planning Authority prior to the commencement of development and no later than the submission of the application for the first reserved matters. The development shall be carried out in accordance with such approved details.

Reason: To secure the coherent and comprehensive development of the site and a reasonable timescale for the benefit of future occupiers and other residents and ensure compliance with policies 35, 36, 56, 59 of the Cambridge Local Plan (2018).

5 The total area of each unit of A1, A3, A4 and/or B1 floorspaces permitted within the site shall not exceed an overall gross external floor area of 100m2, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure the amount and type of retail floorspace is appropriate to the site, the function of the local centre and in the interests of the vitality and viability of the existing retail function of the locality, in compliance with the NPPF.

6 Any reserved matters submissions shall be in accordance with approved parameters plans and the following principles:
a)The design of the central part of the development shall include buildings with a fine grain to create an attractive transition from the proposed apartment blocks to the proposed mews courts areas;
b)Servicing requirements for the proposed non-residential uses should not have a detrimental effect on the streetscape or outlook of residents;
c)Access arrangements for deliveries and bin collection to homes without vehicular access to their front need to be designed and tested from the outset of preparing the reserved matters application;
d)Turning heads on dead-end streets need to be designed to look like spaces to avoid road infrastructure dominating the green edges;
e) Reservation of sufficient spaces alongside the adopted part of the primary street (if any) for planting large species trees, aiming to break up the massing of the proposed larger/taller buildings in the central part of the development; and
f)The layout of the south-eastern portion of the development should aim as primary objective the creation of an appropriate transition from the Green Belt into the city, with design cues taken from existing development forms and alignments along Babraham Road.

Reason: To ensure that the development is in keeping with the character of the area, is designed to be attractive, high quality, accessible, inclusive and safe, in line with policies 56, 57 and 59 of the Cambridge Local Plan (2018).

7 Any reserved matters submissions shall be in accordance with approved parameters plans and the following principles:
a)Plant and lift over runs are to be delivered within the stated height parameters;
b)The roofscape of the development and particularly of the taller buildings at the central part of the development needs to be articulated to ensure that the massing doesn't dominate the skyline;
c)Reservation of sufficient space to plant large species trees around and throughout the development to create, in time, a layering effect of treetops and roofs;

d)Reservation of sufficient space around the retention basins so that they are not too close to buildings;
e)Reservation of sufficient space on green boundaries to comfortably accommodate large species trees and understorey planting, play areas, sustainable drainage, footpaths, and other proposed use;
f)Reservation of sufficient space for multi-purpose sustainable drainage features to be integrated into the landscape without losing amenity space or green space value; and
g)The high-pressure gas pipeline building proximity of 29m and easement zone of 28.6m are to be maintained as such, contributing to the landscape and biodiversity enhancement of the site or any other use strictly permitted by the relevant authorities.

Reason: To ensure that the development is in keeping with the character of the area, is designed to be attractive, high quality, accessible, inclusive and safe, in line with policies 55, 56, 57, 59 and 60 of the Cambridge Local Plan (2018).

8 Notwithstanding further requirements by the Highways Authority, any reserved matters proposal including details of the primary street shall observe the inclusion of a safe cycle route segregated from traffic, to facilitate safe access to the central square and to the community facilities provided, as intended for residents within a wider catchment area.

Reason: To demonstrate prioritisation of access by walking and cycling and to ensure that the development is accessible for all, in line with policies 56, 59 and 80 of the Cambridge Local Plan (2018).

9 As part of any reserved matters application a Tree Planting and Landscape Strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall ensure appropriate integration of trees, sustainable drainage, movement and access, public art, utilities and regional infrastructure easements, amenity and play. The Strategy will include dimensioned cross sections where relevant.

Reason: To secure the coherent and comprehensive development of the site and ensure compliance with policies 56, 59 and 60 of the Cambridge Local Plan (2018).

10 As part of any reserved matters application a balanced mix of dwelling sizes, types and tenures will be included to meet projected future household needs within Cambridge. The mix of dwellings and tenure types shall have regard to the differing needs for different unit sizes of affordable housing and market housing.

Reason: To ensure a balanced mix of dwellings which meet the needs for different unit sizes of affordable housing and market housing, in line with Policy 45 of the Cambridge Local Plan (2018).

11 Any reserved matters applications shall demonstrate through the provision of floorspace details that all dwellings comply with the Residential Space Standards set out under Policy 50 of the Local Plan.

Reason: To ensure a good residential design, in line with Policy 50 of the Cambridge Local Plan (2018).

12 Within any reserved matters application pursuant to this approval, no development above ground level, other than demolition, shall commence until full details of both hard and soft landscape works have been submitted to and approved in writing by the local planning authority and these works shall be carried out as approved.

These details shall include proposed finished levels or contours; means of enclosure; car parking layouts, other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting); proposed and existing functional services above and below ground (e.g. drainage, power, communications cables, pipelines indicating lines, manholes,

supports); retained historic landscape features and proposals for restoration, where relevant. Details shall also include dimensioned cross sections through mounds, swales, detention basins and bioretention areas.

Soft Landscape works 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 where appropriate and an implementation programme.

Reason: In the interests of visual amenity and to ensure that suitable hard and soft landscape is provided as part of the development. (Cambridge Local Plan 2018; Policies 55, 57 and 59)

13 Within any reserved matters application pursuant to this approval, prior to first occupation or the bringing into use of the development, hereby permitted, a landscape maintenance and management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas shall be submitted to and approved by the local planning authority in writing.

The landscape plan shall be carried out as approved. Any trees or plants that, within a period of five years after planting, are removed, die or become in the opinion of the local planning authority, seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of species, size and number as originally approved.

Reason: In the interests of visual amenity and to ensure that suitable hard and soft landscape is provided as part of the development. (Cambridge Local Plan 2018; Policies 55, 57 and 59)

14 Within any reserved matters application pursuant to this approval, no development above ground level, other than demolition, shall commence until there has been submitted to and approved in writing by the local planning authority a plan indicating the positions, design, materials and type of boundary treatments to be erected. The boundary treatment shall be completed before the use hereby permitted is commenced and retained thereafter. Development shall be carried out in accordance with the approved details.

Reason: To ensure an appropriate boundary treatment is implemented. (Cambridge Local Plan 2018; Policies 55, 57 and 59)

15 Within any reserved matters application pursuant to this approval, no development shall take place until full details of all tree pits, including those in planters, hard paving and soft landscaped areas have been submitted to and approved in writing by the local planning authority and these works shall be carried out as approved.

Reason: In the interests of visual amenity and to ensure that suitable hard and soft landscape is provided as part of the development. (Cambridge Local Plan 2018; Policies 55, 57 and 59)

16 Within any reserved matters application pursuant to this approval, details of the biodiverse (green) roof(s) shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. Details of the green roof(s) shall include means of access for maintenance, plans and sections showing the make-up of the sub-base to be used and include the following:
a) Roofs can/will be biodiverse based with extensive substrate varying in depth from between 80-150mm,
b) Planted/seeded with an agreed mix of species within the first planting season following the practical completion of the building works (the seed mix shall be focused on wildflower planting indigenous to the local area and shall contain no more than a maximum of 25% sedum,

c) The biodiverse (green) roof shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency,
d) The biodiverse roof(s) shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter,
e) Where solar panels are proposed, biosolar roofs should be incorporated under and in between the panels. An array layout will be required incorporating a minimum of 0.75m between rows of panels for access and to ensure establishment of vegetation,
f) A management/maintenance plan approved in writing by the Local Planning Authority,
g) Evidence of installation shall be required in photographic form prior to handover.

Reason: To ensure the development provides the maximum possible provision towards water management and the creation of habitats and valuable areas for biodiversity. (Cambridge Local Plan 2018; Policy 31).

17 Within any reserved matters application pursuant to this approval, no development above ground level, other than demolition, shall commence until details of facilities for the covered, secured parking of bicycles for use in connection with the development hereby permitted shall be submitted to and approved by the local planning authority in writing. The approved facilities shall be provided in accordance with the approved details before use of the development commences.

Reason: To ensure appropriate provision for the secure storage of bicycles. (Cambridge Local Plan 2018; Policy 82)

18 Within any reserved matters application pursuant to this approval, no development shall take place until details of earthworks, including ground raising related to earthworks balancing across the site have been submitted to and approved in writing by the local planning authority. These details shall include the proposed grading and mounding of land areas including the levels and contours to be formed, showing the relationship of proposed mounding to existing vegetation and surrounding landform. Development shall be carried out in accordance with the approved details.

Reason: To ensure that the details of the earthworks are acceptable. (Cambridge Local Plan 2018; Policies 55, 57 and 59)

19 Any reserved matters application shall include a detailed surface water strategy pursuant to the reserved matters site for which approval is sought. The strategy shall demonstrate how the management of water within the reserved matters application site for which approval is sought accords with the approved details of the strategic site wide surface water strategy.

The strategy shall be based upon a SuDS hierarchy, as espoused by the publication 'The SuDS Manual CIRIA C753'. The strategy shall maximise the use of measures to control water at source as far as practicable to limit the rate and quantity of run-off and improve the quality of any run-off before it leaves the site.

The strategy shall be based upon the principles within the agreed FRA and Drainage Strategy - Addendum (ref: 180724/A Marshall- version 1) dated 15 November 2019 and Technical Note (ref: 180724/A Marshall- version1) date 14th July 2020 and shall include:
a)Full results of the proposed drainage system modelling for 3.3% Annual Exceedance Probability (AEP) (1 in 30), 1% AEP (1 in 100) storm events storm events (as well as 1% AEP plus climate change) , inclusive of all collection, conveyance, storage, flow control and disposal elements and including an allowance for urban creep, together with a schematic of how the system has been represented within the hydraulic model;
b)Detailed drawings of the entire proposed surface water drainage system, including levels, gradients, dimensions and pipe reference numbers;
c)A plan of the drained site area and which part of the proposed drainage system these will drain to;
d)Full details of the proposed attenuation, SuDS features and flow control measures;

e)Site Investigation, test results to confirm infiltration rates and long-term groundwater level measurement;
f)Temporary storage facilities if the development is to be phased;
g)A timetable for implementation if the development is to be phased;
h)Details of overland flood flow routes in the event of system exceedance, with demonstration that such flows can be appropriately managed on site without increasing flood risk to occupants;
i)Full details of the maintenance/adoption of the surface water drainage system that shall include ownership and long-term adoption;
j)Measures taken to prevent pollution of the receiving groundwater and/or surface water.

The drainage scheme must adhere to the hierarchy of drainage options as outlined in the NPPF PPG.

Reason: In order to reduce the risk of flooding, to ensure adequate flood control, maintenance and efficient use and management of water within the site, to ensure the quality of the water entering receiving water courses is appropriate and monitored and to promote the use of sustainable urban drainage systems to limit the volume and rate of water leaving the site, in compliance with policies 31 and 32 of the Cambridge Local Plan (2018).

20 Any reserved matters application shall be accompanied by a Carbon Reduction Statement, setting out how the proposals meet the requirement for all new residential units to achieve reductions in CO2 emissions of at least 40% below the Target Emission Rate of the 2013 edition of Part L of the Building Regulations as committed to in the approved site wide Energy and Sustainability Statement for the site (CalfordSeaden LLP, August 2019 Rev 4, Ref K180900). Any changes to this approach as a result of future changes to Building Regulations will be agreed in writing by the Local Planning Authority.

The statement shall demonstrate how this requirement has been met following the outline energy strategy set out in the site wide Energy and Sustainability Statement. The development will be implemented in accordance with the measures set out in the Carbon Reduction Statement. Where on-site renewable or low carbon technologies are proposed, the statement shall include:
a)A schedule of proposed on-site renewable energy technologies, their location, design, and a maintenance programme; and
b)Details of any mitigation measures required to maintain amenity and prevent nuisance.

The proposed renewable/low carbon energy technologies shall be fully installed and operational prior to the occupation of any approved buildings.

No review of the requirements on the basis of grid capacity issues can take place unless written evidence from the District Network Operator confirming the detail of grid capacity and its implications has been submitted to, and accepted in writing by, the Local Planning Authority . Any subsequent amendment to the level of renewable/low carbon technologies provided on the site shall be in accordance with a revised scheme submitted to and approved in writing by, the Local Planning Authority.

Reason: In the interests of reducing carbon dioxide emissions and to ensure that development does not give rise to unacceptable pollution, in compliance with policies 28, 35 and 36 of the Cambridge Local Plan (2018).

21 Any reserved matters application including a residential component shall be accompanied by a Water Conservation Strategy. This shall have regards to the 2020-2025 Water Resources Management Plan by Cambridge Water and include a water efficiency specification for each dwelling type, based on the Water Efficiency Calculator Methodology or the Fitting Approach sets out in Part G of the Building Regulations 2010 (2015 edition).

This shall demonstrate that all dwellings are able to achieve a design standard of water use of no more than 110 litres/person/day.

Reason: To ensure that the development makes efficient use of water and promotes the principles of sustainable construction, in compliance with Cambridge Local Plan (2018) Policy 28.

22 Any reserved matters application for buildings shall be accompanied by a Sustainability Statement setting out how the proposals have integrated the principles of sustainable design and construction into their design. The topics to be covered in the Statement shall include, but are not limited to:
a)Climate change adaptation including measures to reduce the risk of overheating in all new buildings, following the cooling hierarchy. Priority should be given to the role of green infrastructure and building design, including orientation, ventilation, shading, thermal mass, and cool materials;
b)Water management;
c)Site waste management;
d)Use of materials and embodied carbon;
e)Wider approaches to sustainable design and construction.

The measures outlined in the Sustainability Statement shall be implemented prior to occupation, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of reducing carbon dioxide emissions and promoting principles of sustainable construction and efficient use of buildings, and in compliance with Cambridge Local Plan (2018) Policy 28.

23 Any reserved matters application including non-residential development shall be accompanied by a pre-assessment BREEAM report prepared by an accredited BREEAM Assessor, indicating that the building is capable of achieving the applicable 'excellent' rating as a minimum, with maximum credits achieved for Wat 01.

Reason: In the interests of reducing carbon dioxide emissions, ensuring efficient use of water and promoting principles of sustainable construction and efficient use of buildings, in compliance with Cambridge Local Plan (2018) Policy 28.

24 Any reserved matters application for residential type or other noise-sensitive uses pursuant to this approval shall include a noise assessment of external and internal noise levels and an Acoustic Design and Noise Insulation / Mitigation Scheme Report as appropriate, detailing the acoustic / noise insulation performance specification of the external building envelope of the residential units (having regard to but not exclusively the site layout, building orientation, building fabric, glazing and ventilation) and other mitigation to reduce the level of noise experienced externally and internally at the residential units as a result of high ambient noise levels in the area shall be submitted to and approved in writing by the Local Planning Authority .

The Acoustic Design and Noise Insulation / Mitigation Scheme Report shall include a site specific Noise Impact Assessment and shall describe the acoustic design approach that will be followed and provide details of the noise insulation / mitigation measures / features to be used and implemented to reasonably achieve acceptable internal and external noise levels with reference to and in accordance with 'BS8233:2014- Guidance on sound insulation and noise reduction for buildings (or as superseded).

The relevant Reserved Matters Application shall be constructed in accordance the approved Acoustic Design and Noise Insulation / Mitigation Scheme Report and any building noise insulation scheme and any alternative form of ventilation provision as required as part of the scheme shall be fully implemented prior to occupation of the residential units and other noise sensitive development and shall be maintained and retained thereafter.

The scheme as approved shall be fully implemented and a completion report submitted prior to the occupation of the residential or other noise sensitive development. The approved scheme shall remain unaltered in accordance with the approved details.

Reason: To protect the amenity/quality of life of nearby properties and local areas in accordance with Cambridge Local Plan policy 35.

25 Any reserved matters application incorporating planning use classes other than residential shall include an operational noise impact assessment including, where appropriate, a scheme for the insulation of any building(s) or use(s) / activities and plant / equipment, and consideration of other noise mitigation and management measures (location / layout, engineering and administrative) to minimise the level of noise emanating from the said building(s) or use(s) / activities and plant / equipment shall be submitted to and approved in writing by the Local Planning Authority .

The approved scheme of noise insulation / mitigation and management shall be fully implemented before the relevant building(s), use(s) / activities, or plant / equipment are occupied (in relation to buildings), commenced (in relation to uses / activities) or operated / used (in relation to plant / equipment) and shall be maintained and retained thereafter in accordance with the approved scheme details.

Reason: To protect the amenity/quality of life of nearby properties and local areas in accordance with Cambridge Local Plan policy 35.

26 Any reserved matters application pursuant to this approval shall include an artificial lighting scheme to be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of any artificial lighting of the site and an artificial lighting impact assessment with predicted lighting levels at proposed and existing residential properties shall be undertaken. Artificial lighting on and off site must meet the Obtrusive Light Limitations for Exterior Lighting Installations contained within the Institute of Lighting Professionals Guidance Notes for the Reduction of Obtrusive Light - GN01:2011 (or as superseded).

The approved lighting scheme shall be installed, maintained and operated in accordance with the approved details / measures.

Reason: To protect the amenity/quality of life of nearby properties and local areas in accordance with Cambridge Local Plan policy 34.

27 Any reserved matters application shall include details of the location of associated ductwork, for the purpose of extraction and/or filtration of fumes and or odours of the commercial units to be submitted to and approved in writing by the Local Planning Authority . The ductwork shall be installed as approved before the use hereby permitted is commenced.

Reason: To protect the amenity/quality of life of nearby properties and local areas in accordance with Cambridge Local Plan policy 36.

28 Prior to importation or reuse of material for the development (or phase of) a Materials Management Plan (MMP) shall be submitted to and approved in writing by the Local Planning Authority. The MMP shall:
a)Include details of the volumes and types of material proposed to be imported or reused on site
b)Include details of the proposed source(s) of the imported or reused material
c)Include details of the chemical testing for ALL material to be undertaken before placement onto the site.

d)Include the results of the chemical testing which must show the material is suitable for use on the development
e)Include confirmation of the chain of evidence to be kept during the materials movement, including material importation, reuse placement and removal from and to the development.

All works will be undertaken in accordance with the approved document.

Reason: To ensure that no unsuitable material is brought onto the site in the interest of environmental and public safety in accordance with Cambridge Local Plan 2018 Policy 33.

29 Prior to any equipment, machinery or materials being brought onto the site for the purpose of development, including demolition, details of the specification and position of fencing, or any other measures to be taken for the protection of any trees from damage during the course of development, shall be submitted to, and approved in writing by, the Local Planning Authority.

The approved details shall be implemented prior to development commencing and the agreed means of protection shall be retained on site until all equipment, and surplus materials have been removed from the site. Nothing shall be stored or placed in any area protected in accordance with this condition, and the ground levels within those areas shall not be altered nor shall any excavation be made without the prior written approval of the Local Planning Authority.

Reason: To protect the visual amenity of the area and to ensure the retention of the trees on the site. (Cambridge Local Plan 2018 policies 55, 57, 59 and 71).

30 No development shall commence until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been submitted to and approved in writing by the Local Planning Authority.

The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an Agreement has been entered into under Section 38 of the Highways Act 1980 or a Private Management and Maintenance Company has been established.

Reason: To ensure satisfactory development of the site and to ensure estate roads are managed and maintained thereafter to a suitable and safe standard.

31 No development shall take place until a scheme of off-site ecological enhancement has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of the features to be enhanced, recreated and managed for species of local importance both in the course of development and in the future. The scheme shall be carried out prior to the occupation of any part of the development or in accordance with a programme agreed in writing with the Local Planning Authority.

Reason: To enhance ecological interests in accordance with Policy 70 of the Cambridge Local Plan (2018).

32 No development shall take place until the details of all groundworks are submitted and approved by the local authority. Details should include protection of ground to be reinstated to landscape; methodology of soil stripping, storage, handling, formation level decompaction, and soil re-spreading.

All groundworks should be carried out in accordance with the approved details and in accordance with the recognised 'Construction Code of Practice for the Sustainable Use of Soils on Construction Sites' Defra publication.

Reason: To ensure that the details of the groundworks are acceptable. (Cambridge Local Plan 2018; Policies 55, 57 and 59)

33 Development shall not commence until a Bird Hazard Management Plan has been submitted to and approved in writing by the Local Planning Authority. The submitted plan shall include details of SuDS to ensure these areas will not result in areas of open water and also to prevent the successful breeding of large gulls. The Bird hazard Management Plan shall contain:
a. monitoring of any standing water within the site temporary or permanent;
b. Sustainable urban drainage schemes (SUDS) - Such schemes shall comply with Advice Note 6 'Potential Bird Hazards from Sustainable Urban Drainage schemes (SUDS) (available at www.aoa.org.uk/policy-campaigns/operationssafety/).
c. management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design' (available at www.aoa.org.uk/policycampaigns/operations-safety/)
d. reinstatement of grass areas e. maintenance of planted and landscaped areas, particularly in terms of height and species of plants
that are allowed to grow
f. which waste materials can be brought on to the site/what if any exceptions e.g. green waste g. monitoring of waste imports (although this may be covered by the site licence)
h. physical arrangements for the collection (including litter bins) and storage of putrescible waste, arrangements for and frequency of the removal of putrescible waste
i. signs deterring people from feeding the birds.

The Bird Hazard Management Plan shall be implemented as approved, on completion of the development and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

Reason: To minimise and mitigate the potential for the development to attract and support birds of such species that could endanger the safe movement of aircraft and the operation of Cambridge Airport (Cambridge Local Plan 2018 policy 37).

34 No development shall take place until an ecological design strategy (EDS) addressing protection, enhancement, mitigation and compensation has been submitted to and approved in writing by the Local Planning Authority . The EDS shall include the following:
f)Purpose and conservation objectives for the proposed development;
g)Review of site potential and constraints;
h)Detailed design(s) and/or working method(s) to achieve stated objectives;
i)Extent and location/area of proposed works on appropriate scale maps and plans;
j)Type and source of materials to be used where appropriate, e.g. native species of local provenance;
k)Birds and bats features;
l)Timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
m)Persons responsible for implementing the works;
n)Details of initial aftercare and long-term maintenance;
o)Details for monitoring and remedial measures;
p)Details for disposal of any wastes arising from works.

The EDS shall be implemented in accordance with the approved details and all features shall be retained in that manner thereafter.

Reason: In the interests of environmental protection in accordance with Policy 70 of the Cambridge Local Plan.

35 No development shall commence until the applicant, or their agents or successors in title has secured the implementation of a programme of archaeological work within the development area and in accordance with a Written Scheme of Investigation that has been

submitted by the applicant and approved in writing by the Local Planning Authority or their Archaeological Advisers on their behalf. The pre-commencement aspects of archaeological work should include:
2a) Submission of a Written Scheme of Investigation that sets out the methods and timetable for the investigation of archaeological remains in the development area, which responds to the requirements of the Local Authority archaeology brief;
2b) Completion of mitigation fieldwork in accordance with an approved Written Scheme of Investigation.

Reason: To secure satisfactory mitigation measures and to conserve the interest of the historic environment evidence in compliance with paragraph 199 of the NPPF.

36 Prior to the commencement of development, a site wide Electric Vehicle Charging Point provision and infrastructure strategy including an implementation plan shall be submitted to and approved in writing by the Local Planning Authority.

The strategy shall be appropriate for the proposed end use(s) of the development and shall provide full details of the provision of allocated parking spaces for dedicated electric vehicle charging in line with the principles set out in the NPPF, the Cambridge Local Plan and Cambridge City Council's Air Quality Action Plan. The strategy shall include consideration of both active (slow, fast and rapid) and passive electric vehicle charge point provision and design to enable the charging of electric vehicles in safe, accessible and convenient locations.

The Strategy shall include the following:
a)100% provision of a dedicated active slow electric vehicle charge point with a minimum power rating output of 7kW for each residential dwelling with allocated / dedicated on-plot parking;
b)Minimum 50% provision of dedicated active slow electric vehicle charge points with a minimum power rating output of 7kW for residential dwellings with communal and courtyard parking;
c)Dedicated Slow electric vehicle charge points with a minimum power rating output of 7kW for at least 50% of non-residential parking spaces and
d)Either at least one Rapid electric vehicle charge point for each 1,000m2 non-residential floorspace, or at least one Fast electric vehicle charge point for each 1,000m2 non-residential floorspace, should a Rapid charge point not be technically feasible
e)The electric vehicle charge point parking spaces shall be exclusively reserved for electric vehicle charging.
f)Additional passive electric vehicle charge provision of the necessary infrastructure including capacity in the connection to the local electricity distribution network and electricity distribution board, as well as the provision of cabling to parking spaces for all remaining car parking spaces to facilitate and enable the future installation and activation of additional active electric vehicle charge points as required.
g)Electric vehicle charge points shall be compliant with BS7671 and BS61851 or as superseded.

Reason: In the interests of encouraging more sustainable modes and forms of transport and to reduce the impact of development on local air quality, in accordance with paragraphs 105, 110, 170 and 181 of the NPPF, Policy 36 - Air Quality, Odour and Dust of the Cambridge Local Plan and Cambridge City Council's adopted Air Quality Action Plan (2018).

37 Prior to the commencement of development or any reserved matters approval, a Detailed Waste Management and Minimisation Plan (DWMMP) shall be submitted to and approved by the Local Planning Authority . The DWMMP shall include details of:
a)Construction waste infrastructure including a construction material recycling facility to be in place during all phases of construction;
b)Anticipated nature and volumes of waste and measures to ensure the maximisation of the reuse of waste;

c)Measures and protocols to ensure effective segregation of waste at source including waste sorting, storage, recovery and recycling facilities to ensure the maximisation of waste materials both for use within and outside the site;
d)Any other steps to ensure the minimisation of waste during construction;
e)The location and timing of provision of facilities pursuant to criteria a/b/c/d;
f)Proposed monitoring and timing of submission of monitoring reports;
g)The proposed timing of submission of a Waste management Closure Report to demonstrate the effective implementation, management and monitoring of construction waste during the construction lifetime of the development;
h)A RECAP Waste Management Guide toolkit shall be completed, with supporting reference material;
i)Proposals for the management of municipal waste generated during the occupation phase of the development, to include the design and provision of permanent facilities e.g. internal and external segregation and storage of recyclables, non-recyclables and compostable material, access to storage and collection points by users and waste collection vehicles.

The DWMMP shall be implemented in accordance with the approved details.

Reason: In the interests of maximising waste re-use and recycling opportunities; and to comply with policy CS28 of the Cambridgeshire and Peterborough Minerals and Waste Core Strategy (2011) and the Recycling in Cambridgeshire and Peterborough (RECAP) Waste Design Guide (2012); and to comply with the National Planning Policy for Waste (October 2014).

38 Prior to the commencement of development, a site wide Demolition and Construction Environmental Management Plan (DCEMP) shall be submitted to and approved in writing by the Local Planning Authority . The DCEMP shall include the following aspects of demolition and construction:
a)Demolition, construction and phasing programme.
b)Contractors' access arrangements for vehicles, plant and personnel including the location of construction traffic routes to, from and within the site, details of their signing, monitoring and enforcement measures.
c)Construction/Demolition hours which shall be carried out between 0800 hours to 1800 hours Monday to Friday, and 0800 hours to 1300 hours on Saturday and at no time on Sundays, Bank or Public Holidays, unless in accordance with agreed emergency procedures for deviation.
d)Delivery times for construction/demolition purposes shall be carried out between 0800 to 1800 hours Monday to Friday, 0800 to 1300 hours on Saturdays and at no time on Sundays, bank or public holidays, unless otherwise agreed in writing by the Local Planning Authority in advance.
e)Prior notice and agreement procedures for works outside agreed limits and hours. Variations are required to be submitted to the local authority for consideration at least 10 working days before the event. Neighbouring properties are required to be notified by the applicant of the variation 5 working days in advance of the works.
f)Soil Management Strategy.
g)Noise impact assessment methodology, mitigation measures, noise monitoring and recording statements in accordance with the provisions of BS 5228-1:2009+A1:2014 Code of practice for noise and vibration control on construction and open sites - noise
h)Vibration impact assessment methodology, mitigation measures, vibration monitoring and recording statements in accordance with the provisions of BS 5228-2:2009+A1:2014 Code of practice for noise and vibration control on construction and open sites - vibration.
i)Dust management and wheel washing measures in accordance with the provisions of:
oGuidance on the assessment of dust from demolition and construction, version 1.1 (IAQM, 2016).
oGuidance on Monitoring in the Vicinity of Demolition and Construction Sites, version 1.1 (IAQM, 2018).
j)Use of concrete crushers.
k)Prohibition of the burning of waste on site during demolition/construction.

l)Site artificial lighting during construction and demolition including hours of operation, position and impact on neighbouring properties.
m)Screening and hoarding details.
n)Consideration of sensitive receptors.
o)Complaints procedures, including complaints response procedures.
p)Membership of the Considerate Contractors Scheme.

The development shall then be undertaken in accordance with the agreed plan.

Reason: To ensure that no unsuitable material is brought onto the site in the interest of environmental and public safety in accordance with Policy 33 of the Cambridge Local Plan (2018).

39 Prior to the commencement of that part of the development for which reserved matters have been approved a detailed construction method statement (CMS) shall be submitted and approved by the Local Planning Authority in writing.

The CMS shall be accompanied by a statement that demonstrates how the proposal accords with the approved site wide Demolition and Construction Environmental Management Plan (DCEMP) under Condition 38. In addition the CMS shall also provide a specific construction programme and a plan identifying: the contractor site storage area/compound; screening and hoarding locations; access arrangements for vehicles, plant and personnel; building material, plant and equipment storage areas; contractor parking arrangements for construction and personnel vehicles; and the location of contractor offices.

Thereafter the development shall be undertaken in accordance with the agreed details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect human health and amenity in terms of noise and local air quality in accordance with policies 35 and 36 of the Cambridge Local Plan (2018).

40 Prior to the commencement of the development (or phase of) or investigations required to assess the contamination of the site, the following information shall be submitted to and approved in writing by the Local Planning Authority:
a)Desk study to include:
oDetailed history of the site uses and surrounding area (including any use of radioactive materials)
oGeneral environmental setting.
oSite investigation strategy based on the information identified in the desk study.
b)A report setting set out what works/clearance of the site (if any) is required in order to effectively carry out site investigations.

Reason: To adequately categorise the site prior to the design of an appropriate investigation strategy in the interests of environmental and public safety in accordance with Cambridge Local Plan 2018 Policy 33.

41 Prior to the commencement of the development (or phase of) with the exception of works agreed under Condition 40 and in accordance with the approved investigation strategy agreed under clause (b) of Condition 40, the following shall be submitted to and approved in writing by the Local Planning Authority :
a)A site investigation report detailing all works that have been undertaken to determine the nature and extent of any contamination, including the results of the soil, gas and/or water analysis and subsequent risk assessment to any receptors
b)A proposed remediation strategy detailing the works required in order to render harmless the identified contamination given the proposed end use of the site and surrounding environment including any controlled waters. The strategy shall include a schedule of the proposed remedial works setting out a timetable for all remedial measures that will be implemented.

Reason: To ensure that any contamination of the site is identified, and appropriate remediation measures agreed in the interest of environmental and public safety in accordance with Cambridge Local Plan 2018 Policy 33.

42 No demolition or construction works shall commence on site until a traffic management plan has been submitted to and agreed in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: in the interests of highway safety (Cambridge Local Plan 2018 Policy 81)

43 No development above ground level, other than demolition, shall commence (or in accordance with a timetable agreed in writing by the Local Planning Authority), until a Public Art Delivery Plan (PADP) has been submitted to and approved in writing by the Local Planning Authority. The PADP shall include the following:
a)Details of the public art and artist commission;
b)Details of how the public art will be delivered, including a timetable for delivery;
c)Details of the location of the proposed public art on the application site;
d)The proposed consultation to be undertaken;
e)Details of how the public art will be maintained;
f)How the public art would be decommissioned if not permanent;
g)How repairs would be carried out;
h)How the public art would be replaced in the event that it is destroyed;

The approved PADP shall be fully implemented in accordance with the approved details and timetabling. Once in place, the public art shall not be moved or removed otherwise than in accordance with the approved maintenance arrangements.

Reason: To accord with the provisions of Cambridge City Council Public Art SPD (2010) and policies 55 and 56 of the Cambridge Local Plan 2018.

44 Prior to the junction shown on drawing number 180724.X.00-R-C -3037 rev C coming into operation for whatever reason (including the use as a construction access) the proposed forward visibility splays as shown on drawing number 180724.X.00-DR-C-3040 shall be laid out
in full, unless the applicant provides suitable empirical data, in the form of a written report, to the Local Planning Authority clearly demonstrating that a reduced forward visibility splay would operate within the normal range of risks and hazards associated with the use of the highway. If this is the case the reduced forward visibility splay shall be laid out in full prior to the junction shown on drawing
number 180724.X.00-R-C -3037 rev C coming into operation for whatever reason (including the use as a construction access).

Reason: In the interests of highway safety. (Cambridge Local Plan 2018 policy 81)

45 The post-fieldwork sections of the archaeology programme shall be fully implemented in accordance with the timetable and provisions of the approved Written Scheme of Investigation. This stage of the programme can occur after the commencement of development:
3a) Completion of a Post-Excavation Assessment report and an Updated Project Design for the analytical work to be submitted for approval within six months of the completion of fieldwork, unless otherwise agreed in advance with the Local Planning Authority;
3b) Completion of the approved programme of analysis and production of an archive report; submission of a publication synopsis and preparation of a publication report to be completed within 18 months of the approval of the Updated Project Design, unless otherwise agreed in advance with the Local Planning Authority ;
3c) Deposition of the physical archive in the Cambridgeshire Archaeological Archive Facility or another appropriate store approved by the Local Planning Authority and deposition of

the digital archive with the Archaeology Data Service or another CoreTrustSeal certified repository within 1 year of completion of part 3b.

Reason: To secure satisfactory mitigation measures and to conserve the interest of the historic environment evidence in compliance with paragraph 199 of the NPPF.

46 Prior to the first occupation of the development, details of a 2.5m wide shared pedestrian and cycleway on the north side of Worts' Causeway, between the existing bus gate and the junction with Field Way shall be submitted to and approved in writing by the Local Planning Authority. This shall include scaled and dimensioned plans and sections showing any proposed hard and soft elements. Development shall only be carried out in accordance with the approved details and as part of a S278 agreement.

Reason: To mitigate the impact of the development and in support of the sustainable access to the development, in compliance with policies 80 and 81 of the Cambridge Local Plan (2018).

47 Prior to the first occupation of the development, details of the 3m wide shared pedestrian and cycle path (with space allocated to equestrians) on the western boundary of the site between Worts' Causeway and Babraham Road shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Cambridgeshire County Council. This shall include scaled and dimensioned plans and sections showing any proposed hard and soft elements. Development shall only be carried out in accordance with the approved details.

Reason: To mitigate the impact of the development and in support of the sustainable access to the development, in compliance with policies 80 and 81 of the Cambridge Local Plan (2018).

48 Prior to first occupation of the development a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include the provision of cycle discount vouchers and/or bus taster tickets, and specify further methods to be used to discourage the use of the private motor vehicle and the arrangements to encourage use of alternative sustainable travel arrangements such as public transport, car sharing, cycling and walking.

The Travel Plan shall be implemented as approved upon the occupation of the development and monitored in accordance with details to be agreed in writing by the Local Planning Authority.

Reason: To mitigate the impact of the development and in the interests of encouraging sustainable travel to and from the site, in compliance with policies 80 and 81 of the Cambridge Local Plan (2018).

49 No part of the development shall be occupied until such time as the site access arrangements shown on drawings numbered 180724-X-00-DR-C-3037C; 3028B; 3029B; and 3031B have been implemented in full.

Reason: In the interests of general highway safety and in accordance with paragraph 108 of the NPPF.

50 Prior to the first occupation of the development (or each phase of the development where phased) the remediation strategy approved under clause (b) to Condition 41 shall be fully implemented on site following the agreed schedule of works.

Reason: To ensure full mitigation through the agreed remediation measures in the interests of environmental and public safety in accordance with Cambridge Local Plan 2018 Policy 33.

51 Prior to the first occupation of the development (or phase of) hereby approved the following shall be submitted to and approved by the Local Planning Authority.
a)A completion report demonstrating that the approved remediation scheme as required by Condition 41 and implemented under Condition 50 has been undertaken and that the land has been remediated to a standard appropriate for the end use.
b)Details of any post-remedial sampling and analysis (as defined in the approved material management plan) shall be included in the completion report along with all information concerning materials brought onto, used, and removed from the development. The information provided must demonstrate that the site has met the required clean-up criteria.

Thereafter, no works shall take place within the site such as to prejudice the effectiveness of the approved scheme of remediation.

Reason: To demonstrate that the site is suitable for approved use in the interests of environmental and public safety in accordance with Cambridge Local Plan 2018 Policy 33.

52 The provision of an allocated car club car parking space and car club vehicle shall be agreed prior to first occupation of the development hereby permitted and maintained thereafter.

Reason: In the interests of encouraging more sustainable forms of travel/transport and to reduce the impact of development on local air quality, in accordance with the policies 36 and 80 of the Cambridge Local Plan (2018).

53 Prior to the first occupation or bringing into use of the development, hereby permitted, visibility splays shall be provided each side of the vehicular access in full accordance with the details indicated on drawing 180724-X-00-DR-C-3033. The splays shall thereafter be maintained free from any obstruction exceeding 0.6m above the level of the adjacent highway carriageway.

Reason: In the interests of highway safety. (Cambridge Local Plan 2018 policy 81)

54 Prior to first occupation of the development hereby permitted, fire hydrants shall be installed and fully operational in accordance with a scheme for the provision of fire hydrants that has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the provision of adequate water supply infrastructure to protect the safe living and working environment for all users and visitors in accordance with Cambridge Local Plan policies 56, 57 and 85.

55 If unexpected contamination is encountered whilst undertaking the development which has not previously been identified, works shall immediately cease on site until the Local Planning Authority has been notified and the additional contamination has been fully assessed and remediation approved following steps (a) and (b) of Condition 41 above. The approved remediation shall then be fully implemented under Condition 49.

Reason: To ensure that any unexpected contamination is rendered harmless in the interests of environmental and public safety in accordance with Cambridge Local Plan 2018 Policy 33.

56 All service collections / dispatches from and deliveries to the commercial units within the development including refuse / recycling collections shall only be permitted between the hours of 07:00 to 23:00 Monday to Friday and 08:00 to 13:00 on Saturdays. Service collections / dispatches and deliveries are not permitted at any time on Sundays or Public Holidays.

Reason: To protect the amenity/quality of life of nearby properties and local areas in accordance with Cambridge Local Plan policies 35 and 36.

57 The proposed access ways shall be constructed so that their falls and levels are such that no private water from the site drains across or onto the adopted public highway.

The use of permeable paving does not give the Highway Authority sufficient comfort that in future years water will not drain onto or across the adopted public highway and physical measures to prevent the same must be provided.

Reason: for the safe and effective operation of the highway.

58 Foul water drainage (and trade effluent where appropriate) from the proposed development should be discharged to the public foul sewer, with the prior approval of Anglian Water Services Ltd., unless it can be satisfactorily demonstrated that a connection is not reasonably available. Anglian Water Services Ltd. should be consulted by the Local Planning Authority and be requested to demonstrate that the sewerage and sewage disposal systems serving the development have sufficient capacity to accommodate the additional flows, generated as a result of the development. If there is not capacity in either of the sewers, the Environment Agency must be reconsulted with alternative methods of disposal.

Reason: To ensure water is adequately managed without causing pollution or flooding, in compliance with Cambridge Local Plan (2018) policies 28, 30 and 31.

59 In the event the landscaped area over the gas pipeline building proximity zone (BPD) of 29m and easement zone of 28.6m is not included in the on-site open space provision for health and safety reasons, the applicants shall endeavour to replace any shortfall of open space provision elsewhere on the site. The Local Planning Authority must be satisfied that all means have been explored to achieve 100% of on-site open space provision, before considering an exceptional circumstance and accepting an off-site alternative to meet this provision.

Reason: To ensure the successful integration of open space into a proposed development, in line with Policy 68 of the Cambridge Local Plan (2018).

Informatives

1 The high-pressure gas pipeline that runs through the site has a building proximity (BPD) of 29m and easement zone of 28.6m. These are to be maintained for the proposal to be acceptable to Cadent Gas. Cadent Gas will object if anything is proposed within these distances.

2 The proposed access road over the high-pressure gas pipeline will need to be assessed and accepted by Cadent Gas. There may be a requirement for additional protection above the pipeline, this will need to be designed in accordance with Cadent specifications. Please contact Cadent Gas staff directly at ashley.pickering@cadentgas.com to discuss these requirements.

3 If any construction traffic is likely to cross a Cadent pipeline then the Applicant must contact Cadent's Plant Protection Team to see if any temporary or permanent protection measures are required. Email: plantprotection@cadentgas.com Tel: 0800 688 588

4 All developers are required to contact Cadent's Plant Protection Team for approval before carrying out any works on site and ensuring that Cadent Gas requirements are adhered to.

All works and landscaping within the easement need formal written approval from Cadent Gas before commencing. Email: plantprotection@cadentgas.com Tel: 0800 688 588

5 Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore, the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. Or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.

6 Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.

7 A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement)
from Anglian Water.

8 No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.

9 The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity.
Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.

10 Any material imported into the site shall be tested for a full suite of contaminants including metals and petroleum hydrocarbons prior to importation. Material imported for landscaping should be tested at a frequency of 1 sample every 20m3 or one per lorry load, whichever is greater. Material imported for other purposes can be tested at a lower frequency (justification and prior approval for the adopted rate is required by the Local Authority). If the material originates from a clean source the developer should contact the Environmental Quality Growth Team for further advice.

11 To satisfy standard condition 24 (Noise Insulation), the rating level (in accordance with BS4142:2014) from all plant, equipment and vents etc (collectively) associated with this application should be less than or equal to the existing background level (L90) at the boundary of the premises subject to this application and having regard to noise sensitive premises.

Tonal/impulsive noise frequencies should be eliminated or at least considered in any assessment and should carry an additional correction in accordance with BS4142:2014. This is to guard against any creeping background noise in the area and prevent unreasonable noise disturbance to other premises. This requirement applies both during the day (0700 to 2300 hrs over any one hour period) and night time (2300 to 0700 hrs over any one 15 minute period).

It is recommended that the agent/applicant submits a noise prediction survey/report in accordance with the principles of BS4142: 2014 "Methods for rating and assessing

industrial and commercial sound" or similar, concerning the effects on amenity rather than likelihood for complaints. Noise levels shall be predicted at the boundary having regard to neighbouring premises.

It is important to note that a full BS4142:2014 assessment is not required, only certain aspects to be incorporated into a noise assessment as described within this informative.

Such a survey / report should include: a large scale plan of the site in relation to neighbouring premises; noise sources and measurement / prediction points marked on plan; a list of noise sources; details of proposed noise sources / type of plant such as: number, location, sound power levels, noise frequency spectrums, noise directionality of plant, noise levels from duct intake or discharge points; details of noise mitigation measures (attenuation details of any intended enclosures, silencers or barriers); description of full noise calculation procedures; noise levels at a representative sample of noise sensitive locations and hours of operation.

Any report shall include raw measurement data so that conclusions may be thoroughly evaluated, and calculations checked.

12 Developers will need to ensure that the timetable for the archaeology programme (including field- and all post-fieldwork stages) is included within the timetable of the development programme.

13 As the premises is intended to be run as a business the applicant is reminded of their duty under the Construction (Design and Management) Regulations 2007 to ensure that the that all significant risks related to the design and operation of the premises are minimised. Contact the Commercial Team at Cambridge City Council on telephone number (01223) 457890 for further information.

14 A premises licence may be required for this development in addition to any planning permission. A premises licence under the Licensing Act 2003 may be required to authorise:

-The supply of alcohol
-Regulated entertainment e.g.
-Music (Including bands, DJ's and juke boxes)
-Dancing
-The performing of plays
-Boxing or wrestling
-The showing of films
-Late Night Refreshment (The supply of hot food or drink between 23:00-05:00)

A separate licence may be required for activities involving gambling including poker and gaming machines.

The applicant is advised to contact The Licensing Team of Environmental Health at Cambridge City Council on telephone number (01223) 457879 or email Licensing@cambridge.gov.uk for further information.

15 As some of the buildings include the provision of food to staff / the public they will be considered as a food businesses, the applicant is reminded that under the Food Safety Act 1990 (as amended) such premises will need to registered with Cambridge City Council. In order to avoid additional costs it is recommended that the applicant ensure that the kitchen, food preparation and foods storage areas comply with food hygiene legislation, before construction starts. Contact the Commercial Team at Cambridge City Council on telephone number (01223) 457890 for further information.

16 All green roofs should be designed, constructed and maintained in line with the CIRIA SuDS Manual (C753) and the Green Roof Code (GRO).

17 Infiltration rates should be worked out in accordance with BRE 365.

18 Constructions or alterations within an ordinary watercourse (temporary or permanent) require consent from the Lead Local Flood Authority under the Land Drainage Act 1991. Ordinary watercourses include every river, drain, stream, ditch, dyke, sewer (other than public sewer) and passage through which water flows that do not form part of Main Rivers (Main Rivers are regulated by the Environment Agency). The applicant should refer to Cambridgeshire County Council's Culvert Policy for further guidance: Chief Executive Gillian Beasley www.cambridgeshire.gov.uk https://www.cambridgeshire.gov.uk/business/planning-and-development/water-minerals-andwaste/watercourse-management/ Please note the council does not regulate ordinary watercourses in Internal Drainage Board areas.

19 Appropriate signage should be used in multi-function open space areas that would normally be used for recreation but infrequently can flood during extreme events. The signage should clearly explain the use of such areas for flood control and recreation. It should be fully visible so that infrequent flood inundation does not cause alarm. Signage should not be used as a replacement for appropriate design.

20 Surface water and groundwater bodies are highly vulnerable to pollution and the impact of construction activities. It is essential that the risk of pollution (particularly during the construction phase) is considered and mitigated appropriately. It is important to remember that flow within the watercourse is likely to vary by season and it could be dry at certain times throughout the year. Dry watercourses should not be overlooked as these watercourses may flow or even flood following heavy rainfall.

21 Surface water from roads and impermeable vehicle parking areas shall be discharged via trapped gullies. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from lorry parks and/or impermeable parking areas for fifty car park spaces or more and hardstandings should be passed through an oil interceptor designed compatible with the site being drained. Roof water shall not pass through the interceptor. Site operators should ensure that there is no possibility of contaminated water entering and polluting surface or underground waters.

22 The water environment is potentially vulnerable and there is an increased potential for pollution from inappropriately located and/or designed infiltration (SuDS). Environment Agency considers any infiltration (SuDS) greater than 2.0 m below ground level to be a deep system and are generally not acceptable. All infiltration SuDS require a minimum of 1.2 m clearance between the base of infiltration SuDS and peak seasonal groundwater levels. All need to meet the criteria in our Groundwater Protection: Principles and Practice (GP3) position statements G1 to G13 which can be found here: https://www.gov.uk/government/collections/groundwater-protection.In addition, they must not be constructed in ground affected by contamination and if the use of deep bore soakaways is proposed, the Environment Agency (EA) would wish to be re-consulted. The proposals will need to comply with EA's Groundwater protection position statements G1 and G9 to G13. Only clean, uncontaminated surface water should be discharged to any soakaway, watercourse or surface water sewer.

23 Opportunities should be provided for wildlife habitat enhancement through enlargement and/or appropriate management of existing habitats and through creation of new habitats. Subsequent proposals must demonstrate enhancement.

24 Notwithstanding any consent granted under the relevant planning act/s, the applicant is advised that before any works are carried out on any footway, carriageway, verge or other land forming part of the public highway the express consent of Cambridgeshire County Council as the Local Highway Authority will be required. All costs associated with any construction works will be borne by the developer.

25 The principle areas of concern that should be addressed are:
i. Movements and control of muck away lorries (wherever possible all loading and unloading should be undertaken off the adopted public highway)
ii. Contractor parking, for both phases (wherever possible all such parking should be within the curtilage of the site and not on street).
iii. Movements and control of all deliveries (wherever possible all loading and unloading should be undertaken off the adopted public highway)
iv. Control of dust, mud and debris, please note it is an offence under the Highways Act 1980 to deposit mud or debris onto the adopted public highway.

26 The Bird Hazard Management Plan must ensure that flat/shallow pitched roofs be constructed to allow access to all areas by foot using permanent fixed access stairs ladders or similar. The owner/occupier must not allow gulls, to nest, roost or loaf on the building. Checks must be made weekly or sooner if bird activity dictates, during the breeding season. Outside of the breeding season gull activity must be monitored and the roof checked regularly to ensure that gulls do not utilise the roof. Any gulls found nesting, roosting or loafing must be dispersed by the owner/occupier when detected or when requested by Cambridge Airport (CIA) Airside Operations staff. In some instances it may be necessary to contact CIA Airside Operations staff before bird dispersal takes place. The owner/occupier must remove any nests or eggs found on the roof.

27 The breeding season for gulls typically runs from March to June. The owner/occupier must obtain the appropriate licences where applicable from Natural England before the removal of nests and eggs.

Plans and drawings

This decision notice relates to the following drawings:

Reference/Document/Drawing Title	Date Received
WCW-BPTW-XX-XX-DR-A-0101 Land Use Parameter Plan (Revision C05)	01.09.2020
WCW-BPTW-XX-XX-SU-A-0001 Location Plan (Revision C02)	07.05.2020
WCW-BPTW-XX-XX-DR-A-0103 Building Heights Parameter Plan (Revision C02)	07.05.2020
WCW-BPTW-XX-XX-DR-A-0104 Landscape Parameter Plan (Revision C04)	07.05.2020
WCW-BPTW-ZZ-ZZ-DR-A-0110 Illustrative Masterplan (Revision C03)	07.05.2020
180724-X-00-DR-C-3028 Ped/Cycle Access Babraham Road (Revision B)	07.05.2020
180724-X-00-DR-C-3029 Ped/Cycle Access Worts Causeway (Revision B)	07.05.2020
180724-X-00-DR-C-3031 Vehicular Access Worts Causeway (Revision B)	07.05.2020
WCW-BPTW-XX-XX-DR-A-0105 Urban Form Parameter Plan (Revision C03a)	24.07.2020
WCW-BPTW-XX-XX-DR-A-0102 Movement and Access Parameter Plan (Revision C03a)	24.07.2020
180724-X-00-DR-C-3037 Vehicular Access Babraham Road (Revision C)	14.08.2020
WCW-BPTW-XX-XX-SU-A-0002 Existing (Revision C01)	21.08.2019
180724-X-00-DR-C-3026 Proposed Access Points (Revision A)	21.08.2019

It is important the development is carried out fully in accordance with these plans. If you are an agent, please ensure that your client has a copy of them and that they are also passed to the contractor carrying out the development. A copy of the approved plan(s) is/are kept on the planning application file.

Authorisation

General Notes

This decision notice does not convey any approval or consent which may be required under any enactment, bye-law, order or regulation other than Section 57 of the Town and Country Planning Act 1990.

It is an offence under Section 171 of the Highways Act 1980 to temporarily deposit building materials, rubbish or other things on the public highway or make a temporary excavation on it without the written consent of the Highway Authority. The Highway Authority may give its consent subject to such conditions as it thinks fit.

The applicant is reminded that under the Wildlife and Countryside Act 1981(Section 1) (as amended) it is an offence to take, damage or destroy the nest of any wild bird while that nest is in use or being built. Trees and scrub are likely to contain nesting birds between 1 March and 31 August. Trees within the application should be assumed to contain nesting birds between the above dates unless a survey has shown it is absolutely certain that nesting birds are not present.

Equality Act 2010

Your attention is specifically drawn to the requirements of the Equality Act 2010 and the Equality Act (Disability) regulations 2010, the British Standards Institution BS8300:2009 "Design of Buildings and their approaches to meet the needs of disabled people – Code of Practice" and to Approved Document 'M' "Access to and use of buildings", volumes 1 and 2 of the Building Regulations 2010 and to Approved Document 'B' "Fire Safety", volumes 1 and 2 of the Building Regulations 2010, in request of guidance on means of escape for disabled people. The development should comply with these requirements as applicable

Building Regulations 2010

The project may be subject to the requirements of the Building regulations 2010.

Advice and assistance can be obtained from our Building Control Team, 3C Building Control on 0300 7729622 or buildingcontrol@3csharedservices.org link to website at www.3csharedservices.org

They will work with you offering competitive fee quotations and pre-application advice upon request.

Working with the applicant

The LPA positively encourages pre-application discussions. Details of this advice service can be found at https://www.greatercambridgeplanning.org. If a proposed development requires revisions to make it acceptable the LPA will provide an opinion as to how this might be achieved. The LPA will work with the applicant to advise on what information is necessary for the submission of an application and what additional information might help to minimise the need for planning conditions. When an application is acceptable, but requires further details, conditions will be used to make a development acceptable. Joint Listed Building and Planning decisions will be issued together. Where applications are refused clear reasons for refusal will identify why a development is unacceptable and will help the applicant to determine whether and how the proposal might be revised to make it acceptable.

In relation to this application, it was considered and the process managed in accordance with paragraph 38 of the National Planning Policy Framework.

Parking Controls

Please note: On-street parking controls, including residents' parking schemes, are in operation in several parts of the City of Cambridge. There are restrictions on eligibility for residents' parking permits, even for residents within the areas covered by schemes. Implementing a planning consent can remove eligibility for a permit. The County Council can advise whether or not properties qualify for a Residents' Parking Permit. If in doubt, please contact Cambridgeshire County Council, Cambridgeshire Parking Services by telephoning (01223) 727900 or by e-mailing parkingpermits@cambridgeshire.gov.uk, mentioning this planning consent. Please also be aware that the criteria for granting parking permits may change from time to time.

Appeals to the Secretary of State

The applicant has a right to appeal to the Secretary of State against any conditions of this planning permission, under Section 78 of the Town & Country Planning Act 1990. The appeal must be made on a form which may be obtained from:

The Planning Inspectorate,
Temple Quay House, 2 The Square, Temple Quay, Bristol. BS1 6PN
Telephone 0303 444 5000 or visit
https://www.gov.uk/planning-inspectorate

If an enforcement notice is or has been served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: **28 days** of the date of service of the enforcement notice, **OR** within **6 months** (12 weeks in the case of a householder or minor commercial appeal) of the date of this notice, whichever period expires earlier.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.

Purchase Notices

If the Local Planning Authority or the Secretary of State grants permission subject to conditions the owner may claim that he/she can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Before starting work

It is important that all conditions, particularly pre-commencement conditions, are fully complied with, and where appropriate, discharged prior to the implementation of the development. Failure to discharge such conditions may invalidate the planning permission granted. The development must be carried out fully in accordance with the requirements of any details approved by condition.

Street Naming and Numbering

In order to obtain an official postal address, any new buildings should be formally registered with Cambridge City Council. Unregistered addresses cannot be passed to Royal Mail for allocation of post codes. Applicants can find additional information, a scale of charges and application form at https://www.cambridge.gov.uk/street-naming-and-property-numbering.

For further information please go to https://www.cambridge.gov.uk/planning.

Third Party Rights to challenge a planning decision

Currently there are no third party rights of appeal through the planning system against a decision of a Local Planning Authority. Therefore, if you have concerns about a planning application and permission is granted, you cannot appeal that decision.

Any challenge under current legislation would have to be made outside the planning system through a process called Judicial Review.

A 'claim for judicial review' includes a claim to review the lawfulness of a decision, action or failure to act in relation to the exercise of a public function, in this case, a planning decision. The court's permission to proceed is required in a claim for Judicial Review. A claim for Judicial Review is dealt with by the Administrative Court and if leave to judicially review a planning decision is granted, the Judicial Review will be decided by a judge at the High Court.

An application to Judicial Review a decision must be made within **6 weeks** of the decision about which you have a grievance being made. For further information on judicial review and the contact details for the Administrative Courts, please go to http://www.justice.gov.uk/

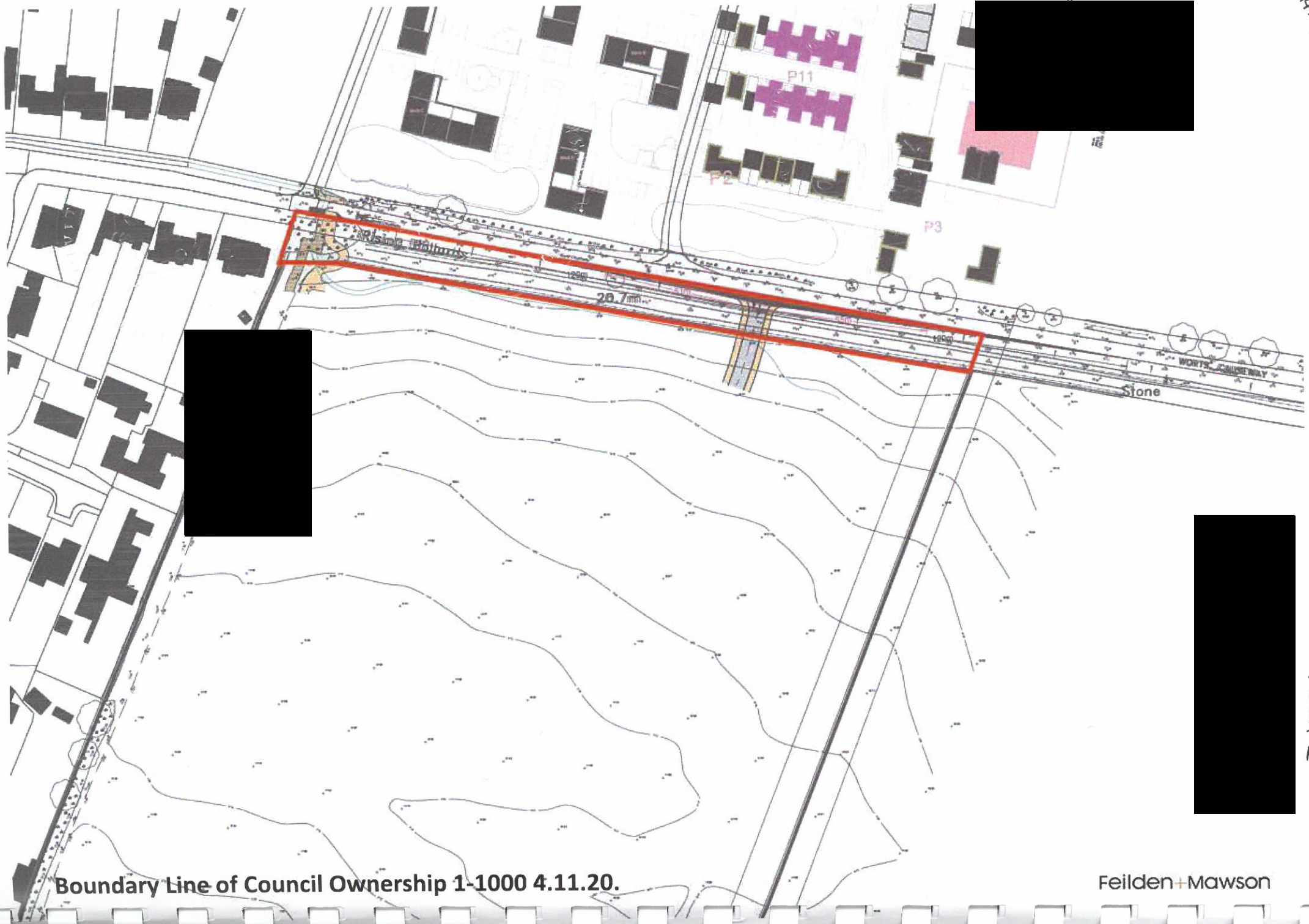
Schedule 2

Site Plan and "Plan 2"

Plan 1


Stone
Farm
Holiday
Caravan
METRES
1:1000
0
50
100
N
Katie Parsons
GB2 Worts Causeway
2
18-146
Existing Site Plan
C01
WCW- BPTW- XX- XX- SU- A- 0002
Stage Complete
A
1 : 1000 @ A1
This Land
40 Norman Road,
Greenwich, London
SE10 9QX
t: 020 8293 5175
bptw.co.uk

344/21



Boundary Line of Council Ownership 1-1000 4.11.20.

Feilden+Mawson

Plan 2

344/21

Schedule 3

Owner's Covenants with the City Council

Part 1

Affordable Housing

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Affordable Housing Scheme"	a scheme identifying the details, locations, distribution, clustering and tenure mix (in accordance with the Preferred Tenure Split) for each Phase which is to be submitted to the City Council for its approval unless otherwise agreed in writing
"Affordable Housing Site"	means the part or parts of the Site on which the Affordable Housing Units are to be provided
"Affordable Housing Units"	means the Dwellings provided as part of the Development comprising no less than 40% of the Dwellings on a Phase and in any event no less than 40% of the Dwellings across the Site and Development as a whole which are to be used for Affordable Housing and "Affordable Housing Unit" shall be

	construed accordingly
"Affordable Housing"	means as defined in Annex 2 to the NPPF
"Affordable Rented Housing Units"	means the Dwellings provided as part of the Development which are to be used for Affordable Rented Housing and "Affordable Rented Housing Unit" shall be construed accordingly
"Affordable Rented Housing"	means any Affordable Housing Unit to be let by a Registered Provider under an assured tenancy for a rent which inclusive of any service charge (if any) shall not exceed 80% of the rent that would have been charged had the rent been valued on an open market basis for an equivalent property of the same size, specification and location or be no higher than the Local Housing Allowance Rate whichever is the lower
"Chargee"	any mortgagee or chargee of the Registered Provider and the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Intermediate Housing"	means Shared Ownership housing or

	such other housing as may be agreed between the City Council and the Owner which complies with the definition of Intermediate Housing in Annex 2 of the National Planning Policy Framework (February 2019) or any subsequent revision or replacement document which is provided for those whose incomes in relation to local housing costs are such as to prevent them from accessing housing on the open market
"Local Housing Allowance Rate"	means the allowance based on the size of households and location applied to private rented dwellings and which is the maximum amount of housing benefit a tenant can receive
"Nominations Agreement"	means a nominations agreement between a Register Provider and the City Council substantially in the form set out at Appendix 1 or such other form first approved in writing by the City Council and which in any event shall include the Nominations Rights
"Nominations Rights"	means rights to the City Council to nominate Affordable Housing Units to Qualifying Persons comprising an initial allocation of each Affordable Housing Unit of 100% and with subsequent allocations being proportioned as to:-

(a) the City Council 75%; and

(b) the Registered Provider 25%

PROVIDED ALWAYS that subject to the City Council not being in breach or default of any of their statutory obligations the City Council may from time to time in their absolute discretion and either on a temporary or permanent basis in relation to an Affordable Housing Site accept a lesser nomination percentage in relation to:

(a) the initial allocation of each Affordable Housing Unit which has not previously been allocated or the subject of a nomination; or

(b) the allocation of Affordable Housing Units which have been the subject of an initial allocation

"Preferred Tenure Split" means the tenure split whereby 75% of the Affordable Housing Units are Affordable Rented Housing and/or Social Rented Dwellings on a needs led basis and 25% of the Affordable Housing Units are Intermediate Housing (unless otherwise agreed in writing)

"Protected Tenant" any tenant 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 any equivalent contractual or other right) in respect of a particular Affordable Housing Unit; or

(c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit

"Qualifying Persons" means either:-

(a) individuals who shall satisfy the City Council that they are in "housing need" as defined by and/or described in the City

Council's latest adopted policies (so far as may be relevant) and who shall (prior to the grant of any tenancy or lease or any agreement for a tenancy or lease or any assignment) produce to the Registered Provider (or other grantor) written confirmation by the City Council (in consultation with the City Council) that such an individual is a Qualifying Person for this purpose; or

(b) individuals on the current list (if any) of Qualifying Persons (deemed pre certified by the City Council) produced by the City Council provided that the circumstances of the Qualifying Person shall not have materially changed from:-

(i) the date of the City Council's List to

(ii) the date of grant of a tenancy, lease or assignment such that they would cease to be in housing need or on the City Council's List

"Registered Provider" either:

(i) a registered provider as defined in the

	Housing and Regeneration Act 2008; or (ii) another organisation that owns affordable dwellings and has been approved in writing by the City Council
"Shared Ownership"	means a form of tenure granted by lease by a Registered Provider in the form of Homes England's standard lease (if available) to be disposed pursuant to shared ownership arrangements within the meaning of Section 70(4) of the Housing and Regeneration Act 2008 with the power for the purchaser to increase their ownership to 100% equity if they so wish
"Social Rented Dwellings"	means a form of rented tenure not exceeding the Target Rent (or if such target rents cease to be set such other measure of affordable rent as the City Council and the Owner may reasonably agree)
"Target Rent"	the rent for Social Rented Dwellings as determined by the national rent regime published by Homes England or any subsequent replacement or where there is no such replacement at a rent reasonably agreed between the City Council and the Owner

The Owner hereby covenants with the City Council as follows:

1 Not to Commence Development in a Phase until the Affordable Housing Scheme for that Phase has been Approved by the City Council.

2 Not to Occupy more than twenty five per cent (25%) of Market Dwellings in a Phase until a contract has been entered into to transfer the Affordable Housing Units or Affordable Housing Site for that Phase to a Registered Provider free from encumbrances (unless otherwise agreed in writing).

3 Not to Occupy more than sixty per cent (60%) of Market Dwellings in a Phase until the Affordable Housing Units for that Phase have been constructed and are ready for Occupation and have been transferred to the Registered Provider (unless the Affordable Housing Site for that Phase has already been transferred pursuant to paragraph 2 above) (unless otherwise agreed in writing).

4 Unless otherwise agreed in writing with the City Council and subject to paragraphs 5 and 6 below not to use the Affordable Housing Units otherwise than in accordance with the Affordable Housing Scheme.

5 Nothing in this Part shall be binding on a Chargee who has the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units (including a body providing loan facilities) or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or the successors in title to such mortgagee chargee receiver or manager PROVIDED THAT the Chargee shall use reasonable endeavours for a period of three (3) months ('the Relevant Period') to secure the continued availability of the Affordable Housing Units in compliance with the requirements under Part 2 Chapter 4 of the Housing and Regeneration Act 2008 and shall:

5.1 Notify the City Council in writing of the date that the Relevant Period commenced;

5.2 Provide the City Council with written confirmation of the approaches and negotiations (with at least three Registered Providers) which have taken place during the Relevant Period;

5.3 Provide written confirmation to the City Council of the approaches made to Homes England (within the Relevant Period) to secure the transfer of the Affordable Dwellings to another Registered Provider

PROVIDED THAT at all times the rights and obligations in this Part shall not require the Chargee to act contrary to its duties under the charge or mortgage and the Chargee shall not be required to complete a transfer unless the price payable is sufficient to repay the amount outstanding under the mortgage or charge plus all interest and costs.

6 Nothing in this Part shall be binding on a Protected Tenant or any person or body deriving title from any such person.

Part 2

Open Space and Play Areas

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Informal Open Space"	means the provision of informal open space including recreation grounds, parks and natural green spaces
"Management Company"	a management company to be approved in writing by the City Council prior to the Owner entering into any contracts transfers or appointments to the management company for the purposes of the management of the On-Site POS and SUDs
"Off-Site POS Contribution"	a commuted sum to be paid in respect of any shortfall in the provision of On-Site Public Open Space (excluding Play Provision for Children and Teenagers) to be spent towards the provision of

and/or improvement of and/or access to informal open space facilities at Nightingale Recreation Ground and representative to the precise level of shortfall in the On-Site Public Open Space (excluding Play Provision for Children and Teenagers) to be calculated proportionately to the number and size of Dwellings approved within each Phase of the Development (by way of example in the event there is a 50% shortfall of the On-Site Public Open Space on a Phase then the figures below shall be reduced by 50%). The 100% Off-Site POS contribution (in the event no On-Site Public Open Space is proposed or provided on a Phase (excluding Play Provision for Children and Teenagers)) is to be calculated proportionately to the number and size of Dwellings approved with each Phase of the Development as follows:

- Two hundred and forty-two pounds (£242.00) (Index Linked) per Dwelling comprising a Studio three hundred and sixty-three pounds (£363.00) (Index Linked) per one bedroom Dwelling

- Four hundred and eighty-four pounds (£484.00) (Index Linked) per two-bedroom Dwelling

- Seven hundred and twenty-six pounds (£726.00) (Index Linked) per three-bedroom Dwelling

- Nine hundred and sixty-eight pounds (£968.00) (Index Linked) per four-bedroom Dwelling

"On-Site Public Open Space"	the public open space to be provided on the Site in accordance with the On-Site POS and SUDs Scheme and the Public Open Space Requirement and also referred to as the "On-Site POS"
"On-Site POS Approval"	the written approval of the City Council confirming that it is satisfied that the On-Site POS has been provided, laid out, landscaped etc in accordance with the On-Site POS and SUDs Scheme
"On-Site POS and SUDs Scheme"	the plans details specifications and timetable for the construction and provision of any On-Site POS and any SUDs including the specifications plans and drawings showing but not limited to the layout and design of the On-Site POS including details of any landscaping, paths and access arrangements, street furniture play equipment public art and fencing and to include details of any SUDs and demonstrating that if there is any shortfall in the On-Site POS that this shall be mitigated through payment of the Off-Site POS Contribution and/or the Off-Site Play Contribution
"Play Provision for Children and Teenagers"	means equipped children's play areas, locally equipped areas of play and outdoor teenager provision in accordance with Appendix I of the Cambridge City Local Plan 2018
"Off-Site Play Contribution"	means a commuted sum to be paid in respect of any shortfall of the Play Provision for Children and Teenagers on Site with eighty per cent (80%) of the pro-rata financial contribution being used for the provision of and /or improvements to the equipment

and facilities at Nightingale Avenue play area and the remaining twenty per cent (20%) of the pro-rata financial contribution being used for the provision of and/or improvements to the equipment and facilities at Holbrook Road play area such contribution to be calculated proportionately to the number and size of dwellings approved with each Phase of the Development and representative to the precise level of shortfall in the Play Provision for Children and Teenagers (by way of example in the event there is a 50% shortfall of the Play Provision for Children and Teenagers on a Phase then the figures below shall be reduced by 50%). The 100% Off-Site Play Contribution (in the event no Play Provision for Children and Teenagers is proposed or provided on a Phase) is to be calculated proportionately to the number and size of Dwellings approved within each Phase of the Development as follows as follows:

- six hundred and thirty-two pounds (£632.00) Index Linked per two-bedroom Dwelling

- nine hundred and forty-eight pounds (£948.00) Index Linked per three-bedroom Dwelling

- one thousand two hundred and sixty-four pounds (£1,264) Index Linked per four-bedroom Dwelling

"POS Maintenance Contribution" the sum calculated in accordance with the formula for the on-going maintenance of the On-Site POS and Play Areas detailed in the Draft Planning Obligations Strategy SPD

	2014 (or such other similar document for the time being in force)
"Public Open Space Requirement"	the amount of On-Site POS required for the Development comprising Play Provision for Children and Teenagers and Informal Open Space in accordance with the Appendix I of the Cambridge City Local Plan 2018.
"SUDs"	means any sustainable drainage systems to be agreed and secured pursuant to the Planning Permission

The Owner hereby covenants with the City Council as follows:

1 Not to Commence the Development on a Phase until the On-Site POS and SUDs Scheme has been submitted to and approved in writing by the City Council for that Phase.

2 Not to Occupy more than sixty (60) per cent of the Dwellings within a Phase until the On-Site POS has been provided and laid out in accordance with the approved On-Site POS and SUDs Scheme and the City Council has provided the On-Site POS Approval for that Phase and any Off-Site POS Contribution and/or Off-Site Play Contribution has been paid to the City Council for that Phase.

3 Following provision and laying out of the On-Site POS in a Phase the Owner may offer to transfer any On-Site POS (if relevant) to (unless the Owner has made alternative arrangements to secure the on-going maintenance of any On-Site POS which has been agreed in writing with the City Council):

3.1 the City Council; or

3.2 a Management Company;

PROVIDED ALWAYS THAT the Owner shall remain liable for the maintenance of any On-Site POS until such time as it is transferred AND

FOR THE AVOIDANCE OF DOUBT the City Council shall be obliged to accept a transfer of any On-Site POS.

4 In the event that the City Council agrees to accept a transfer of the On-Site POS the Owner shall on completion of the transfer of the relevant part of the On-Site POS pay the POS Maintenance Contribution attributable to it.

5 Any transfer of any On Site POS pursuant to paragraph 3 above shall be in accordance with the following terms (unless otherwise agreed in writing between the parties):

5.1 in consideration of the sum of £1.00 to be paid to the Owner and shall contain a covenant by the transferee not to use or suffer or permit it to be used otherwise than for the purpose of public recreation and amenity facilities and associated purposes (or drainage in respect of any SUDs);

5.2 free of all financial charges and other encumbrances that may materially affect use of the On-Site POS for such purposes; and

5.3 with vacant possession.

6 In the event of any shortfall in the provision of the Public Open Space Requirement within a Phase the Off-Site POS Contribution and/or the Off-Site Play Contribution (as applicable) shall be paid to the City Council prior to the Occupation of sixty per cent (60%) of Dwellings in that Phase.

Part 3
Indoor Sports Contribution

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Indoor Sports Contribution"	means a contribution to be spent by the City Council solely for the Indoor Sports

Contribution Purpose and calculated in accordance with the following:

- £269 (Index Linked) per Dwelling comprising a Studio
- £403.50 (Index Linked) per one-bedroom Dwelling
- £538 (Index Linked) per two-bedroom Dwelling
- £807 (Index Linked) per three-bedroom Dwelling
- £1,076 (Index Linked) per four-bedroom Dwelling

"Indoor Sports Contribution Purpose" means utilisation of up to one hundred thousand pounds (£100,000) (Index Linked) of the Indoor Sports Contribution towards the provision of and / or improvements and upgrading to the sports hall floor, and provision of an electronic scoreboard and audio-visual equipment at Netherhall Sports Centre, Queen Edith's Way, Cambridge and the balance of the Indoor Sports Contribution to be utilised for the provision of and / or improvements to the gym and studio to include additional sporting equipment and enhanced audio-visual facilities along with improvements to supporting ancillary facilities such as changing rooms and toilets at Netherhall Sports Centre, Queen Edith's Way, Cambridge

The Owner hereby covenants with the City Council as follows:

1 To pay the Indoor Sports Contribution for a Phase to the City Council prior to the Occupation of seventy-five per cent (75%) of the Dwellings in that Phase.

Part 4
Outdoor Sports Contribution

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Outdoor Sports Contribution"	means a contribution to be spent by the City Council solely for the Outdoor Sports Contribution Purpose and calculated in accordance with the following: • £238 (Index Linked) per Dwelling comprising a Studio • £357 (Index Linked) per one-bedroom Dwelling • £476 (Index Linked) per two-bedroom Dwelling • £714 (Index Linked) per three-bedroom Dwelling • £952 (Index Linked) per four-bedroom Dwelling
"Outdoor Sports Contribution Purpose"	means utilisation of up to thirty five thousand pounds (£35,000) (Index Linked) of the Outdoor Sports Contribution for the provision of and/or improvements to the playing pitches at

	Nightingale Recreation Ground, Nightingale Avenue, Cambridge with the remaining balance to be used for the provision of and/or improvements and upgrades to the existing artificial pitch and grass pitches at Netherhall Sports Centre, Queen Edith's Way, Cambridge

The Owner hereby covenants with the City Council as follows:

1 To pay the Outdoor Sports Contribution for a Phase to the City Council prior to the Occupation of seventy-five per cent (75%) of the Dwellings in that Phase.

Part 5
Community Room/Centre

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Community Room/Centre"	means a community facility of between 150 m2 and 200 m2 of indoor and outdoor space under D1 of the Use Classes Order 1987 as may be agreed in writing between the Owner and the City Council to be provided on the Site strictly in accordance with the approved Community Room/ Centre Specification;
"Community Room/Centre Contribution"	means a financial contribution to be paid to the City Council in the event there is any shortfall in the one hundred per cent

provision on the Site such contribution to be calculated in accordance with the following formula and to be spent towards the provision of and/or improvement of community facilities and equipment within a one mile radius of the Site, within the City Council's administrative area and/or new equipment or small improvements of facilities in the Queen Edith's Ward, such spend being made at the sole discretion of the City Council:

- £1,256 (Index Linked) per one-bedroom Dwelling (including a studio apartment or property)
- £1,256 (Index Linked) per two-bedroom Dwelling
- £1,882 (Index Linked) per three-bedroom Dwelling
- £1,882 (Index Linked) per four-bedroom Dwelling

"Community Room/Centre Phase"	the Phase of the Development within which the Community Room/Centre shall be situated;
"Community Room/Centre Specification"	means a specification to be agreed in writing with the City Council setting out the location, size, and materials to be used to

	construct and fit out the Community Room/Centre;
"Practical Completion"	means unless the context otherwise permits completion of the relevant works evidenced by the issue of a certificate of practical completion by a suitably qualified architect and the expressions "Practically Completed", "Complete", "Completion" and "Completed" shall be construed accordingly

The Owner hereby covenants with the City Council as follows:

1 Not to Commence Development until the Owner has agreed in writing with the City Council the Community Room/Centre Phase; or otherwise confirmed to the City Council that no Community Room/Centre shall be provided and instead the Community Room/Centre Contribution is to be paid.

2 If the Community Room/Centre Phase has been agreed pursuant to paragraph 1 the Owner shall not (i) Commence Development in the Community Room/Centre Phase until the Owner has agreed the Community Room/Centre Specification in writing with the City Council nor (ii) permit or allow the Occupation of more than one hundred (100) of the Dwellings on the Site or the first Occupation of the last Dwelling on the second Phase of the Development (which ever shall first occur) until either:

2.1 the Community Room/Centre has been Practically Completed; or as the case may be; or

2.2 the Community Room/Centre Contribution has been paid to the City Council.

3 If the Owner has confirmed that it shall pay the Community Centre/Room Contribution to the City Council pursuant to paragraph 1 the Owner shall pay to the City Council the Community Centre/Room Contribution for a Phase prior to Occupation of fifty per cent (50%) of the Dwellings in that Phase

Part 6

Ecological Enhancements Contribution

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Ecological Enhancements Contribution"	means a sum to be paid to the City Council to ensure that the Development achieves a 10% biodiversity net gain calculated in accordance with the following formula and to be utilised for the provision of bio-diversity provision and/or enhancements as reasonably determined by the City Council: A x B where: A = £10,000 B = each unit of biodiversity lost as a consequence of the Development up to a maximum of 4.2 units for the Development on the Site (unless such lower figure is agreed between the Owner and the City Council because on-site biodiversity provision or enhancement is agreed pursuant to the Planning Permission that justifies an equivalent reduction in the level of financial contribution)

1. The Owner hereby covenants with the City Council not to Commence Development in a Phase until the Ecological Enhancements Contribution has been paid to the City Council for that Phase.

Part 7

Recreational Improvements Contribution

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Recreational Improvements Contribution"	means a sum of two hundred and twenty-five pounds forty-six pence (£225.46) Index Linked per Dwelling to be used by the City Council for the Project
"Project"	means one or more of those projects summarised in Schedule 7 or such other schemes or projects as reasonably determined by the City Council (at its sole discretion)

1. The Owner hereby covenants with the City Council not to Commence Development in a Phase until the Recreational Improvements Contribution has been paid to the City Council for that Phase

PART 8

Public Art

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Public Art"	means artistic elements to be provided on the Site which are intended to provide a high quality environment and public realm in accordance with the City Council's Public Art Supplementary Planning Document adopted 12 January 2010 (or any revision or replacement thereof); and (ii)

Policy 56 of the Cambridge Local Plan 2018 (all from time to time in force) all which shall be fully integrated into the Development, which artistic elements for the avoidance of doubt may include (but need not be limited to):

(i) statues;
(ii) sculptures;
(iii) street furniture and signage;
(iv) monuments;
(v) memorials;
(vi) architectural features and integrated features;
(vii) landscape features;
(viii) play equipment;
(ix) lighting features;
(x) water features;
(xi) sound features;
(xii) paintings and murals;
(xiii) flags and banners;
(xiv) transitory/ephemeral public art including performances, dance, theatre, poetry, posters and installations; and
(xv) such other forms of public art as may be approved by the City Council;

"Public Art Budget" means a minimum budget of £400.00 (four hundred pounds) (Index Linked) for each and every Dwelling in relation to the costs of providing the Public Art in accordance with the approved Site-Wide Public Art Delivery Plan which costs shall include any costs of:

(i) artists'/professional design fees;

(ii) any specialist advice and/or project management fees;

(iii) public engagement, consultation, exhibition and promotion/advertising;

(iv) fabrication;

(v) transport, security and delivery;

(vi) installation;

(vii) maintenance and monitoring;

(viii) duty of care;

(ix) insurance/public liability and/or professional indemnity costs;

(x) commissioning;

(xi) decommissioning;

(xii) legal;

(xiii) press and media advice and support; and

(xiv) contingency;

1. The Owner covenants with the Council that in respect of any Phase of Development that is to include Public Art as may be agreed pursuant to the Planning Permission such Public Art provision shall be of equivalent value to the Public Art Budget (unless otherwise agreed in writing with the City Council pursuant to the Planning Permission)

Schedule 4

Owner's Covenants with the County Council

Part 1

Education Contributions

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Education Contribution"	means the Early Years Contribution Primary School Contribution and the Secondary School Contribution
"Early Years Contribution"	means a contribution calculated in accordance with the following formula (on the basis of £20,592 (1Q2019)/2 = £10,296 per 15 hour place) Index Linked from 1Q2019 to be spent by the County Council solely for the Early Years Contribution Purpose: • £741 per 2-bed market dwelling • £2,965 per 2-bed social rented dwelling • £1,483 per 3-bed market dwelling • £4,448 per 3-bed social rented dwelling • £2,595 per 4+ bed market dwelling • £5,189 per 4+ bed social rented dwelling PROVIDED THAT the above contribution shall be subject to an allowance and

deduction of 9 full time equivalent places equating to £185,328 Index Linked and the County Council agrees that no Early Years Contribution shall be payable for any Dwellings that would otherwise provide the first £185,328 Index Linked of Early Years Contribution for the Development.

"Early Years Contribution Purpose" means an off-site provision for early years at Queen Edith Primary School or Queen Emma Primary School (as combined catchments) or other setting serving the development as otherwise agreed with the County Council.

"Primary School Contribution" means a contribution calculated in accordance with the following formula (on a £16,286 cost per place basis) Index Linked from 1Q2019 to be spent by the County Council solely for the Primary School Contribution Purpose:

- £814 per 2-bed market dwelling
- £2,443 per 2-bed social rented dwelling
- £3,257 per 3-bed market dwelling
- £13,029 per 3-bed social rented dwelling
- £6,514 per 4+ bed market dwelling
- £19,543 per 4+ bed social rented dwelling

PROVIDED THAT the above contribution shall be subject to an allowance and deduction of 25 full time equivalent places equating to £407,150 Index Linked and the County Council agrees that no Primary School Contribution shall be payable for any Dwellings that would otherwise provide the first £407,150 Index Linked of Primary School Contribution for the Development.

"Primary School Contribution Purpose" means the use of the Primary School Contribution towards the expansion of Queen Edith primary school by one form of entry (210 places)

"Secondary School Contribution" means a contribution calculated in accordance with the following formula (on a £29,150 cost per place basis) Index Linked from 1Q2017 to be spent by the County Council solely on the Secondary School Contribution Purposes;

- £4,373 per 3-bed market dwelling
- £11,660 per 3-bed social rented dwelling
- £8,745 per 4+ bed market dwelling
- £26,235 per 4+ social rented dwelling

PROVIDED THAT the above contribution shall be subject to an allowance and deduction of 13 full time equivalent places equating to £378,950 Index Linked and

	the County Council agrees that no Secondary School Contribution shall be payable for any Dwellings that would otherwise provide the first £378,950 Index Linked of Secondary School Contribution for the Development.
"Secondary School Contribution Purposes"	means the use of the Secondary School Contribution towards the design and construction of a Four Form of Entry secondary school facility at Land North of Cherry Hinton providing additional secondary school provision which is capable of meeting the additional demand that has arisen from the Development

The Owner hereby covenants with the County Council as follows:

1 To pay 50% of the Education Contribution for a Phase to the County Council prior to the Occupation of any Dwellings in a Phase.

2 Not to Occupy or allow the Occupation of any Dwellings in a Phase until 50% of the Education Contribution has been paid to the County Council for that Phase.

3 To pay the remaining 50% of the Education Contribution for a Phase to the County Council prior to the Occupation of 50% of the Dwellings in that Phase.

4 Not to Occupy or allow the Occupation of more than 49% of the Dwellings in a Phase until the remaining 50% Education Contribution has been paid for that Phase.

Part 2

Library Contribution

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Library Contribution"	means a contribution calculated in accordance with the formula of £72.30 per Dwelling Index Linked from the 2nd September 2020 to be spent by the County Council to purchase (i) new stock needed to provide for increased demand, as well as a different community; (ii) new infrastructure needed to support online resources; and (iii) remote access to materials through pop up library functionality. A digital pop up point within the new development may also be provided if a suitable venue could be found.

The Owner hereby covenants with the County Council as follows:

1 To pay the Library Contribution to the County Council prior to the Occupation of the 50% of the Dwellings in a Phase.

2 Not to Occupy or allow the Occupation of more than 49% of the Dwellings in a Phase until the Library Contribution has been paid to the County Council for that Phase.

Part 3

Transport Contribution

In this Part (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Transport Contribution"	means a sum of £345,000 (three hundred and forty five thousand pounds) to be paid to the County Council as a contribution towards the Greater Cambridge Partnership's Cambridge South East (A1307) Transport improvements to the A1307 between Addenbrooke's and Babraham Park and Ride

The Owner hereby covenants with the County Council as follows:

1 To pay to the County Council the Transport Contribution prior to the Occupation of 50% of the Dwellings.

2 Not to Occupy or allow the Occupation of 50% of the Dwellings until the Transport Contribution has been paid to the County Council.

SCHEDULE 5

The City Council's Covenants with the Owner

1 At the written request of the Owner the City Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been discharged.

2 The City Council shall hold all contributions paid under this Deed in an interest bearing account and apply the contributions for the purposes set out in this Deed.

3 In the event that any contribution paid by the Owner under this Deed has not been committed (by a contract or by the expenditure of the monies) for the purposes set out in this Deed for each of the contributions within ten (10) years from payment (or final instalment where such contributions are paid in instalments or through any phasing for the delivery of the Development the City Council shall repay any unspent balance to the person who made the payment with any interest accrued thereon.

4 The City Council covenants to issue the Planning Permission within ten (10) Working Days.

SCHEDULE 6

The County Council's Covenants with the Owner

1 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been discharged.

2 The County Council shall hold all contributions paid under this Deed in an interest bearing account and apply the contributions for the purposes set out in this Deed.

3 In the event that any contribution paid by the Owner under this Deed has not been committed (by a contract or by the expenditure of the monies) for the purposes set out in this Deed for each of the contributions within 10 years from payment or final instalment (where such contributions are paid in instalments) the County Council shall repay any unspent balance to the person who made the payment with any interest accrued thereon.

Schedule 7

General	Costs
Design of accessible natural greenspace information sheet for residents packs (it is assumed printing would be undertaken by development partners as part of producing the residents packs)	£700
Signs within each development's greenspaces, showing walking routes within and beyond the development (No.2)	£3,000
Sub-total	***£3,700***
Beechwoods LNR	
Design, printing & installation of updated LNR signage	£1,000
Increased costs of emptying dog bins (£450 per year for 15 years)	£6,750
Contribution towards woodland management costs (over 15 year period)	£11,400
Sub-total	***£19,150***
Wandlebury Country Park	
Acquisition of land for additional car parking and associated chalk grassland creation (to ensure biodiversity Net Gain from the car park)	£36,000
Installation of water supply to chalk grassland meadow to enable grazing, to better manage the habitat	£3,600
Mobility scooter & secure storage	£14,000
Contribution towards design and planning of additional toilet facilities	£10,000
Sub-total	***£63,600***
Magog Down	
Improve entrances to gateways and extend the pathways between them	£1,500
Surfacing of unsurfaced car parking bays	£9,000
Sub-total	***£10,500***
TOTAL	**£96,950**

Executed as a deed by affixing the)
common seal of **CAMBRIDGE**)
CITY COUNCIL in the presence of:)
)

[redacted]



Head of Legal Practice

Executed as a deed by affixing the)
common seal of)
CAMBRIDGESHIRE COUNTY)
COUNCIL in the presence of



Authorised Signatory [redacted]

Executed as a deed by **THIS LAND**)
DEVELOPMENT LIMITED acting by)
~~two directors or~~ one director ~~and its~~)
~~secretary~~ in the presence of)

DC

[redacted]

Director

.....

~~Director/Secretary~~

DC Witness.

Witness Na

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[redacted]

Appendix 1

Nominations Agreement

Nominations Agreement

Parties

(1) RPSH
(2) CAMBRIDGE CITY COUNCIL

BACKGROUND

1. The Housing Provider/RPSH is a registered provider of affordable housing within the Housing and Regeneration Act 2008

2. The Housing Provider/RPSH will provide affordable housing on Phase [X] at [ ]("the "Site")in accordance with the terms of the Section 106 Agreement (as herein defined)

1.Interpretation

In this Nominations Agreement:-

"1990 Act" - means the Town and Country Planning Act 1990 as amended;

"Affordable Housing" - means housing that is affordable to those people who cannot afford to rent or buy housing generally available on the open market which is to be provided through the involvement of an Registered Provider of Affordable Housing and which secures the provision of such housing in perpetuity (where legally permissible) to include the following types of tenure or combination

thereof:

(a) Affordable Rented Housing
(b) Social Rented Housing;
(c) (c) Intermediate Housing; and
(d) (d) any other tenure or combination of tenure approved by the City Council;

"Affordable Housing Scheme" - means the scheme submitted by [ ] to the City Council in accordance with the terms of the Section 106 Agreement or as varied from time to time by agreement between the City Council and the RPSH in accordance with the terms of the Section 106 Agreement;

"City Council" - means Cambridge City Council and any successor to its statutory functions and any duly appointed servant or agent of the City Council or such successor;

"Developer" - means [ ](Company Registration Number [ ] whose registered

office is at [ ];

"Director" - means the Housing Director of the City Council from time to time or his authorised representative or such other officer as shall be notified by the City Council to the RPSH;)

"Help to Buy" - means the agency appointed by the HCA for the purpose of allocating Intermediate Housing;

"Home-Link" - means a Choice Based Letting Scheme agreed from time to time between the Registered Providers of Social Housing within the Sub-Region and the Sub-Region Local Authorities;

"Homes and Communities Agency ("HCA")" - means the non-departmental public body responsible for creating thriving communities and affordable homes for England or such other body that replaces it;

"Intermediate Housing" - means [ ]housing provided for those whose incomes in relation to local housing are such as to prevent them from accessing Market Dwellings;

["Local Lettings Plan" - means the Plan approved pursuant to paragraph 1.10 of schedule 2 of the Section 106 Agreement (as may be varied in writing from time to time by agreement between the parties or such replacement plan as agreed in writing by the parties from time to time);]

"Market Dwellings" – means any dwelling which is not allocated for Affordable Housing;

"Nominations Rights" - means rights to the City Council to nominate Qualifying Persons Affordable Housing Units comprising an initial allocation of each Affordable Housing Unit of 100% and with subsequent allocations being proportioned as to:- the City Council 75%; and the RPSH 25% PROVIDED ALWAYS that subject to the City Council not being in breach or default of any of their statutory obligations the City Council may from time to time in its absolute discretion and either on a temporary or permanent basis in relation to the Affordable Housing Site accept a lesser nomination percentage in relation to:- (a) the initial allocation of each Affordable Housing Unit which has not previously been allocated or the subject of a nomination; or (b) the allocation of Affordable Housing Units which have not been the subject of an initial allocation;

"Plan" - means the plan or plans or (as appropriate) any of them annexed hereto;

"Qualifying Persons" - (a) individuals who shall satisfy the City Council that they are in "housing need" as defined by and/or described in the City Council's latest adopted policies (so far as may be relevant) and who shall (prior to the grant of any tenancy of lease or any agreement for a tenancy or lease or any assignment) produce to the RPSH written confirmation by the

City Council that such an individual is a Qualifying Person for this purpose; or (b) individuals on the current list (if any) of Qualifying Persons (deemed pre-certified by the City Council) produced by the City Council (the " City Council's List")

provided that the circumstances of the Qualifying Person shall not have materially changed from:-

(i) the date of the City Council's List to

(ii) the date of grant of a tenancy, lease or assignment such that they would cease to be in housing need and/or on the City Council's List;

"Registered Provider of Social Housing ("RPSH")" - means 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 with the Regulator of Social Housing pursuant to Section 116 of the Housing and Regeneration Act 2008 and approved in writing by the City Council;

"Section 106 Agreement" - means a planning agreement dated [ ] and made between (1) Cambridge City Council, (2) Cambridgeshire County Council and (3) This Land Limited

"Site" - means the land shown edged red on the Plan;

"Affordable Rented Housing" - means housing provided pursuant to a tenancy and through the involvement of an RPSH [at rents below market rents and at levels controlled by the HCA and set at a level not exceeding the HCA rent restructuring guidelines] [*to be confirmed*];

" Affordable Rented Housing Units" - means the ( ) housing units which are to be constructed on the Site and to be let as Affordable Rented Housing in accordance with the Affordable Housing Scheme;

"Sub-Region" - means Cambridge City Council, South Cambridgeshire District Council, East Cambridgeshire District Council, Fenland District Council, Forest Heath District Council, Huntingdonshire District Council and St Edmundsbury Borough Council; and

"True Voids" - a True Void will be determined by reference to the reasons why the property became void. A True Void is created by:-

(a) new build or newly rehabilitated properties, a tenant transfer to another landlord where no reciprocal arrangement exists;

(b) the death of a tenant where there is no statutory or contractual right to succession;

(c) eviction from, abandonment or voluntary surrender of a property. A non-True Void refers to an empty property arising from the transfer of an existing tenant to another property belonging to the association or otherwise subject to a reciprocal re-housing or letting arising

from a statutory obligation or court order. Non-True Voids will be disregarded from the calculation of the Council's Nomination Rights in any year between 1 April and 31 March.

1.1 Any reference to an enactment includes any statutory modification or re-enactment of it for the time being in force.

1.2 Headings in this Nominations Agreement are for convenience only and shall not be taken into account in its construction and interpretation.

1.3 Reference to clauses, sub-clauses and schedules such are references to clauses, sub-clauses and schedules to this Nominations Agreement.

1.4 Where the context so requires:

1.4.1 the singular includes the plural and vice versa;

1.4.2 the masculine includes the feminine and vice versa; and

1.4.3 persons includes bodies corporate, associations and partnerships and

vice versa.

1.5 Where a party includes more than one person any obligation on that party shall be joint and several.

1.6 Any term not specifically defined in this Nominations Agreement shall bear the meaning as defined in the Section 106 Agreement unless the context otherwise requires.

2. Enabling Provisions

2.1 This Nominations Agreement is made pursuant to the Local Government Act 1972 section 111 and all other enabling powers and the Local Government (Miscellaneous Provisions) Act 1983 section 33

3 Preliminary

3.1 The RPSH has by way of a transfer [of even date] [dated the day of 202X] acquired the Site from the Developer and will provide Affordable Housing on the Site in accordance with the terms of the Section 106 Agreement and the Affordable Housing Scheme.

3.2 The City Council is the local planning authority for the purposes of the 1990 Act and the housing authority for the area in which the Site is situated.

3.3 The Section 106 Agreement requires the RPSH to enter into this Nominations Agreement.

3.4 The objectives of this Nominations Agreement are:

3.4.1 to meet the legal requirements for letting affordable rented housing;

3.4.2 to create a mixed and balanced community and within this context to assist applicants in the highest assessment need;

3.4.3 to ensure that the Affordable Rented Housing properties are let as quickly as possible to appropriate nominees;

3.4.4 to provide increased choice and information about available properties to applicants;

3.4.5 to support vulnerable applicants in accessing available properties;

3.4.6 to ensure that applicants are not discriminated against whether directly or indirectly; and

3.4.7 to promote social inclusion and help achieve sustainable communities; and

3.4.8 to achieve the objectives of the approved Local Lettings Plan.

3.5 The Nominations Agreement is to cover all permanent lettings by the RPSH and it is agreed that where housing care and support is to be provided as a condition of the tenancy then the relevant dwelling or dwellings may be excluded from this Nominations Agreement with the prior written consent of the City Council which shall not be unreasonably withheld.

3.6 The RPSH will make the Affordable Rented Housing Units available for letting to people in accordance with the procedures set out in Clause X nominated by the City Council and it is agreed that the City Council may nominate applicants in respect of 100% of initial lettings and thereafter it may make nominations in respect of 75% of any subsequent vacancies (except for non-True Voids) PROVIDED ALWAYS THAT subject to the Council not being in breach or default of any of its statutory obligations the City Council may in its absolute discretion and either on a temporary or permanent basis accept a lesser nomination right in relation to:

3.6.1 the initial allocation of each Affordable Rented Housing Unit which has not been allocated or the subject of a nomination; or

3.6.2 the allocation of an Affordable Rented Housing Unit which has been the subject of an initial allocation.

3.7 It is agreed that the Intermediate Housing Units will be allocated by the RPSH and where appropriate in agreement with the relevant Help to Buy agency.

4 Covenants

4.1 The RPSH covenants not to cause or permit the disposal or occupation of any of the Affordable Rented Housing Units otherwise than strictly in accordance with the procedures set out in Clause X PROVIDED ALWAYS THAT all persons nominated by the City Council shall be within the categories of person which the RPSH's rules permit it to accommodate.

5 Nominations Procedure

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of both the Affordable Rented Housing Units and the Social Rented Housing Units

5.1 The RPSH, will advertise the available Affordable Rented Housing Units (other than where a sensitive direct let has been agreed with the City Council) through the Sub-Region Home-Link.

5.2 Properties will be advertised on a fortnightly cycle via the Home-Link CBL computer system, Locata. Within the cycle, the property will be advertised from 9:00 am Friday until 12 noon Wednesday, starting from the first Friday in the fortnightly cycle. Properties may be advertised on the internet before 9:00 am on the Friday.

5.3 The RPSH will access the Locata IT system directly in accordance with the timescales agreed with Home-Link and load the information regarding void properties onto the system, labelling those applicants eligible to express an interest in the property in accordance with the approved Local Lettings Plan, or as otherwise agreed with the City Council.

5.4 In respect of the initial lettings the parties agree that [X]% of vacancies will be advertised six (6) months in advance in order to facilitate tenants' choice of fixtures and fittings from the available range. The remaining 15% will be advertised one month in advance of the anticipated tenancy commencement date.

5.5 Once the advertisement is approved by the City Council properties will be advertised on the Home-Link website, in the sub-regional property magazine and information will be available in City Council offices and other access points.

5.6 After the close of advertising, at 12 noon on Thursday, a shortlist of eligible applicants will be taken by the RSHP from the Locata IT system promptly. The shortlisting will be undertaken in line with the sub-regional policy and procedures including any of the approved Local Lettings Plan.

5.7 If an applicant at the top of the shortlist does not meet the approved Local Lettings Plan, or the RPSH's Rules, the applicant can be bypassed, with the written approval of the City Council managing the housing registered, and the next person will be considered for the vacancy.

5.8 The RPSH will arrange an accompanied viewing with the applicant(s) at the top of the shortlist.

5.9 The applicant at the top of the shortlist as generated in accordance with Clauses 5.5 to 5.7 above will be given 24 hours after viewing a property and receiving a verbal offer of tenancy to accept or reject the offer. If the offer is refused the next person on the shortlist will be offered

the property.

5.10 The RPSH may reject an applicant following a viewing where it identifies that:

5.10.1 the property is not suitable for the nominee or a member of their household, for example, on the grounds of ill health or location making the nomination unsuitable; or

5.10.2 there has been a change of the applicant's circumstances or members of the applicant's household, previously unknown to the City Council; or

5.10.3 the nomination does not comply with the RPSH's Rules or the Local Lettings Plan; or

5.10.4 proceeding with the letting could put a vulnerable person at risk of harm.

5.11 The RPSH will advise the City Council within two working days of the reason for rejecting any nomination or failing to offer the property to any applicant with the highest priority on the shortlist, that the City Council believes to be eligible.

5.12 Should the City Council wish to enforce a nomination that the RPSH has rejected then a panel of senior officers of the City Council and the RPSH will meet within five (5) working days to agree a decision in respect of which all parties shall act reasonably in considering the presenting information.

5.13 The RPSH will be responsible for communicating with the applicant any decision to bypass an applicant, or reject a nominee and for managing any resulting complaint.

5.14 Once an eligible applicant has confirmed that they want to accept the offer of tenancy, the RPSH will give the applicant the formal written offer of a tenancy on behalf of the RPSH and conclude the tenancy sign up.

5.15 In the event that no applicant from the shortlist wishes to accept a tenancy then the RPSH, in consultation with the City Council, may advertise the vacancy on a sub-regional basis, or make it available to applicants without a connection to the sub-region.

5.16 The RPSH and the City Council will monitor all lettings and the operation of this Nominations Agreement on a regular basis.

6 Council's Powers

6.1 For the avoidance of doubt nothing contained in this Nominations Agreement or implied in consequence of it shall prejudice or affect in any way whatsoever the City Council's rights, powers and duties in the exercise of its functions as a local authority a local housing authority or a local planning authority.

7 Assignment of Disposal

1.1 If the RPSH disposes of its freehold interest in the Site (except by way of legal charge or

transfer to a tenant exercising a statutory right to buy or acquire or to a shared owner staircasing to 100%) the RPSH will procure (as a condition of the disposal) that the purchaser will enter into an agreement with the City Council in the same terms as this Nominations Agreement. Upon the completion of that agreement the City Council will enter into a deed releasing the RPSH from its obligations under this Nominations Agreement.

8 Mortgagees and Tenants Acquiring under Statutory Right to Acquire

8.1 The City Council and the RPSH agree that the provisions of this Nominations Agreement are not binding on:

8.1.1 mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of an RPSH exercising a power of sale provided that such mortgagee or chargee or Receiver shall have first complied with the procedure in paragraph 2 of schedule 2 of the Section 106 Agreement;

8.1.2 a tenant of the RPSH (or its mortgagee or chargee) who has acquired a dwelling under a statutory right to buy or acquire or any person acquiring an interest in any Intermediate Housing Unit

8.1.3 any successor in title to or person deriving title from any person referred to in paragraph 8.1.1 or 8.1.2 above.

9 Contracts (Rights of Third Parties) Act 1999

9.1 A person who is not a party to this Nominations Agreement has no right to enforce any of its terms.

10. The Planning Agreement /Section106 Agreement

The City Council agrees that the requirements at paragraphs [ ]of the [ ]Schedule of the Section 106 Agreement shall be satisfied by the Housing Provider /RPSH complying with the terms of this Nominations Agreement

11. Agreements and declarations

11.1 Nothing in this Nominations Agreement, and nothing in consequence of it, prejudices the City Council's rights, powers and duties in the exercise of its functions as a local authority, a local housing authority or as a local planning authority

11.2 The obligations contained in this Nominations Agreement are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 section 33

11.3 The RPSH agrees with the City Council to pay the legal costs which the City Council

reasonably incurs in preparing and entering into this Nominations Agreement

12 Disputes

12.If there shall be any dispute under the terms of this Nominations Agreement which shall not be resolved within a reasonable period of either party having notified the other that a dispute exists, either party shall have the right to refer the same for decision to an arbitrator to be appointed by the President for the time being of the Chartered Institute of Housing in accordance with the provisions of the Arbitration Act for the time being subsisting.

IN WITNESS etc