

DATED 17 December 2020.

(1) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

(2) CAMBRIDGESHIRE COUNTY COUNCIL

(3) THE WELLCOME TRUST LIMITED

(4) GENOME RESEARCH LIMITED

(5) HINXTON HALL LIMITED

DEED

**pursuant to section 106 of the Town and
Country Planning Act 1990 and Other Powers
in relation to Land at Wellcome Genome
Campus Hinxton Saffron Walden,
Cambridgeshire CB10 1RQ**



Pinsent Masons

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THIS DEED is made on 17 December 2020

BETWEEN:-

- (1) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA of the first part (hereinafter referred to as the "**District Council**");
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall, Castle Hill, CB3 0AP of the second part (hereinafter referred to as the "**County Council**");
- (3) **THE WELLCOME TRUST LIMITED** of 215 Euston Road, London NW1 2BE (Company Number 2711000) (hereinafter referred to as the "**Owner**");
- (4) **GENOME RESEARCH LIMITED** of 215 Euston Road, London NW1 2BE (Company Number 02742969) (hereinafter referred to as "**GRL**"); and
- (5) **HINXTON HALL LIMITED** of 215 Euston Road, London NW1 2BE (Company Number 03062160) (hereinafter referred to as "**HHL**").

WHEREAS:-

- (A) The Owner is the freehold owner of the Site registered with title absolute under title numbers CB120422, CB165594 and CB252050 at the Land Registry and leasehold owner of part of the Site registered with title absolute under title number CB278966 at the Land Registry.
- (B) GRL is the leasehold owner of part of the Site registered with title absolute under title number CB377515 at the Land Registry and is a party to this Deed for the sole purpose of binding its leasehold interest to the limited extent provided for by Clause 2.2.
- (C) HHL is the leasehold owner of part of the Site registered with title absolute under title number CB377516 at the Land Registry and is a party to this Deed for the sole purpose of binding its leasehold interest to the limited extent provided for by Clause 2.2.
- (D) The following entities hold de minimis land interests in relation to parts of the Site which relate to a minor asset and/or strip of land that is not affected by the Development and who cannot Implement the Development and therefore the Parties agree that those land interests do not need to be a party to or bound by this Deed:
 - (a) National Grid Gas Distribution Limited under freehold title number CB143502;
 - (b) Eastern Power Networks Plc under leasehold title number CB300079;
 - (c) Highways England Company Limited under freehold title numbers CB216616 and EX819933.
- (E) The Site includes the Campus Land and the Expansion Land. The Existing Campus lies to the west of the Site. Together, the Campus Land, the Expansion Land and the Existing Campus are referred to as the Campus as shown on the Campus Plan.
- (F) The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act.
- (G) The District Council is the local planning authority for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable in accordance with Clause 3 hereof.
- (H) The County Council is the local highway authority for the purposes of the Highways Act 1980 and the local education authority and the waste authority under the relevant enactments and is entitled to enforce the obligations contained in this Deed in accordance with Clause 3 hereof.

- (I) The Parties are satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (J) The Councils consider that the highway and transport improvement works secured by this Deed will be of benefit to the public.
- (K) The Owner submitted the Planning Application on 7 December 2018.
- (L) The District Council resolved to approve the Planning Application on 24 October 2019 subject to satisfactory completion of this Deed.
- (M) The Parties are prepared to enter into this Deed on the terms and conditions set out below.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and phrases (including those contained in the Recitals above) shall unless the context otherwise requires bear the following meanings. Each individual Schedule to this Deed also contains its own specific definitions where those definitions are only relevant to that individual Schedule. To the extent that there is a definition that applies to the Clauses in this Deed and/or to more than one Schedule the definition is contained in this Clause 1.1:-

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Acts"	means section 106 of the 1990 Act, sections 38 and 278 of the Highways Act 1980, section 101(1) and 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the Parties hereto shall be empowered to enter into this Deed
"BCIS All In Tender Price Index" or "BCIS"	means the All In Tender Price Index produced quarterly by the Building Cost Information Service Ltd
"Business Days"	means all days on which banks are open for commercial business in the City of London other than a Saturday or a Sunday or a public holiday
"Campus"	means together the Existing Campus, the Campus Land and the Expansion Land
"Campus Land"	means the land to the west of the A1301 shaded green and edged red shown on the Campus Plan in Schedule 2
"Campus Occupier"	means any institutions, organisations and businesses Occupying or legally committed or contracted to Occupy buildings on the Campus
"Campus Plan"	means plan WGC-ARP-XX-XX-DR-AX-11 Rev 0 'Existing Site Area Breakdown Plan' included at Schedule 2 showing the Campus
"Campus Related Worker"	means any person who is employed by a Campus Occupier or a person employed to provide specific services on or to the Campus, including both permanent and part time staff,

those on fixed term contracts and sub-contractors

"Commencement"

means commencement of the Planning Permission or Development within a Reserved Matters Area thereof as the context requires by the carrying out of a material operation within the meaning of section 56(4) of the 1990 Act save that for the purposes of this Deed the following shall not constitute Commencement:-

- (a) works of demolition;
- (b) site or ground clearance and site preparation;
- (c) ground investigation or remediation;
- (d) archaeological investigation;
- (e) construction of boundary fencing, gates and enclosures and hoardings or construction compounds;
- (f) noise attenuation works;
- (g) ecological works;
- (h) construction of temporary accesses and/or highway works including temporary roads to facilitate the carrying out of the Development;
- (i) earthworks including provision of underground drainage and sewers and the laying and diversion of other services
- (j) erection of temporary facilities;
- (k) landscaping (including installation of trees) works;
- (l) display of advertisements

and **"Commence"** and **"Commenced"** and cognate expressions will be interpreted in accordance with this definition

"Commercial Units"

means any unit provided as part of the Development which is not within residential use pursuant to the Use Classes Order

"Committed"

means any financial contribution pursuant to this Deed that has been allocated for expenditure within a budget relevant to the purpose for which the contribution was paid and such budget has been authorised by the relevant committee or relevant Council member or relevant Council officer or contracted to expend the contribution for the purpose for which the contribution was paid and **"Commit"** will be interpreted in accordance with this definition

"Consumer Prices Index" or "CPI"

means the Consumer Prices Index as published by the Office for National Statistics

"Contributions"	means any financial contribution(s) pursuant to this Deed
"Councils"	means the County Council and the District Council
"County Council"	means the party of the second part hereto which shall include its successors in function from time to time
"Development"	means the development pursuant to the Planning Permission
"Development Area 1"	means that area shown as Development Area 1 on Parameter Plan 1
"Development Area 2"	means that area shown as Development Area 2 on Parameter Plan 1
"Development Area 3"	means that area shown as Development Area 3 on Parameter Plan 1
"Development Area Brief"	means the development area brief to be submitted for each development area pursuant to the Planning Permission
"District Council"	means the party of the first part hereto which shall include its successors in function from time to time
"Existing Campus"	means the existing campus as shown shaded grey and edged in black dashes on the Campus Plan in Schedule 2
"Expansion Land"	means the area of land to the East of the A1301 shown shaded beige and edged in red on the Campus Land Plan in Schedule 2
"Family Unit"	means a Residential Unit with 2 (two) or more bedrooms which has not been allocated for Sharer Accommodation
"Force Majeure"	<p>means the occurrence of any of the following circumstances beyond the Owner's reasonable control:</p> <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination, <p>PROVIDED THAT the circumstance on which the Owner seeks to rely causes delay to the Owner complying with a planning obligation set out in this Deed</p>
"Force Majeure Event Notice"	<p>means written notice in the form set out in the form at Annex A to this Deed giving details of:</p> <ul style="list-style-type: none"> (a) the Force Majeure Event;

	(b) the date on which the Force Majeure Event started;
	(c) the effect of the Force Majeure Event on the Owner's ability to comply with a planning obligation or covenant contained in this Deed within the timescales set out in this Deed (and the notice shall include a reference to the Clause and/or Schedule and paragraph (as applicable) in which the planning obligation or covenant is contained within this Deed);
	(d) the anticipated period of delay to compliance with the relevant planning obligation(s) or covenant(s) arising from the Force Majeure Event; and (e) the Owner's proposals for any review of and (where appropriate and necessary) amendment of the timeframe(s) for compliance with any planning obligation(s) contained herein
"Force Majeure Response"	means a written response from the relevant Council or the Specialist to confirm whether or not the Force Majeure Event Notice is agreed, or agreed with amendments, or rejected
"Household"	shall be interpreted in accordance with Section 258 of the Housing Act 2004
"Implementation"	means implementation of the Planning Permission or Development within a Reserved Matters Area thereof as the context requires by the carrying out of any material operation within the meaning of section 56(4) of the 1990 Act and "Implement" and "Implemented" will be interpreted in accordance with this definition
"Index Linked"	means either the BCIS or the CPI (as the case may be pursuant to Clause 16) to be linked to specified Contributions or payments or applied to the estimated cost of works set out herein or in the absence of any such indices such alternative indices as the "Owner and the District Council or County Council (as applicable)" may agree
"Initial Population Monitoring Report"	means the first Population Monitoring report to be carried out and published by the Owner
"Interest"	means interest at the rate of 4% (four per centum) per annum greater than the Bank of England base rate in force from time to time
"Lifetime of the Development"	means the duration and operation of the Development at the Site in accordance with the Planning Permission
"Mortgagee"	means a person holding a mortgage or charge over the whole or part of the Site (including any receiver, administrative receiver, or manager appointed by 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)
"New Campus Occupiers"	means any institutions, organisations and businesses Occupying or legally committed or contracted to Occupy

buildings within the Development

"New Campus Related Workers"	means any person who is employed by a New Campus Occupier in respect of the Development, including both permanent and part time staff, those on fixed term contracts and sub-contractors
"Occupation"	means 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 "Occupy" and "Occupied" shall be construed accordingly
"Owner"	means The Wellcome Trust Limited and any successors in title to and assigns of The Wellcome Trust Limited's interests in the Site from time to time after the date of this Deed
"Parameter Plan 1"	means the plan marked "Parameter Plan 01" annexed hereto at Schedule 2
"Parameter Plan 5"	means the plan marked "Parameter Plan 05" annexed hereto at Schedule 2 showing highway improvements
"Parties"	means the parties to this Deed
"Planning Application"	means the application submitted to the District Council for a phased, mixed use development comprised of up to 150,000 square metres of Gross External Area ("GEA") of flexible employment uses including research and development, office and workspace and associated uses falling within Use Classes B1 (office, laboratories, light industry), B2 (general industrial) and B8 (Storage) uses; up to 1,500 residential dwellings (Use Class C3 and C4 (Houses in Multiple Occupation)); supporting community uses and social infrastructure including a nursery (Use Classes D1); conference facility (Use Class D1) and associated hotel (Use Class C1); retail uses including shops (Use Class A1), restaurants and cafes (Use Class A3) and bars (Use Class A4); leisure uses (Use Class D2); landscape and public realm, including areas for sustainable urban drainage and biodiversity enhancements; energy centre and utilities; site access (vehicular, cyclist and pedestrian), car and cycle parking and highways improvements; early landscape and enabling works; and associated works bearing reference number S/4329/18/OL
"Planning Permission"	means the planning permission granted pursuant to the Planning Application by the District Council in substantially the same form as is shown in the draft attached hereto at Schedule 1
"Population Monitoring"	means monitoring of residential population of Residential Units to be carried out by the Owner in order to monitor and report on the following (to the extent that the Owner is able to obtain such information):- (a) total residential population

	(b) number of Campus Related Workers
	(c) early years population (0-3 years)
	(d) primary population (4-10 years) and
	(e) secondary population (11-16 years)
"Population Monitoring Annual Report"	means an annual report setting out the findings of the Population Monitoring
"Record of Force Majeure Events"	means a record in the form at Annex A of this Deed of the events which have been accepted by the Council or the Specialist as being Force Majeure Events
"Reserved Matters"	means those matters reserved for subsequent approval by the local planning authority following the grant of the Planning Permission
"Reserved Matters Application"	means an application for the approval of Reserved Matters submitted pursuant to the Planning Permission
"Reserved Matters Approval"	means an approval pursuant to a Reserved Matters Application
"Reserved Matters Area"	means an area of land within the Development bound by a Reserved Matters Approval
"Residential Units"	means a residential unit forming part of the Development
"Site"	means the land on which the Development is to be located as edged red on the Site Plan in Schedule 2
"Site Plan"	means the plan showing the Site contained at Schedule 2
"Sharer Accommodation"	means a Residential Unit intended for sharing by more than 1 (one) Household
"Specialist"	means a person qualified to act as an expert in the field of the relevant dispute having not less than 15 (fifteen) years' professional experience in relation to developments of the nature and size of the Development
"Use Classes Order"	means the Town and Country Planning (Use Classes) Order 1987 (at the time of submission of the Planning Application)

- 1.2 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.
- 1.3 Any references to any particular statute shall include unless otherwise specified 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.
- 1.4 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 1.5 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 in this Deed or (in the case of a plan) attached to this Deed.
- 1.6 In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 1.7 The word **"including"** shall mean **"including without limitation or prejudice to the generality of any description defining term or phrase preceding that word"** and the word **"include"** and its derivatives shall be construed accordingly.
- 1.8 The Interpretation Act 1978 shall apply to this Deed.
- 1.9 In the event of any conflict between the provisions of this Deed and any document attached hereto the provisions of this Deed will prevail.

2. **PLANNING OBLIGATIONS**

- 2.1 Subject to Clauses 2.2 to 2.6, 3, and 4 hereof this Deed is made pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Owner whether pursuant to section 106(3)(b) of the 1990 Act or otherwise are entered into with the intent that the same shall be enforceable as provided herein by the Councils as set out in Clauses 3.2 and 3.3 hereof not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner after the date of this Deed a freehold or leasehold interest or other such interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the freehold or leasehold or other such interest or estate for the time being held by that person.
- 2.2 The planning obligations and covenants contained in this Deed shall not be binding on GRL's leasehold interest in the Site referred to in Recital (B) or HHL's leasehold interest in the Site referred to in Recital (C) or enforceable against GRL, HHL or their respective successors in titles or assigns (or any Mortgagee of any of those persons) save in respect of the following obligations:
- 2.2.1 Clause 6.9;
- 2.2.2 paragraphs 1.2, 1.4, 5.10 and 5.11 of Schedule 3; and
- 2.2.3 paragraphs 1 and 2 of Schedule 5
- 2.3 The planning obligations and covenants contained in this Deed shall not be binding on or enforceable against any individual owners and/or occupiers and/or lessees and/or Mortgagees of any Residential Unit and or Residential Units save in respect of the following obligations:
- 2.3.1 subject to paragraph 9 of Schedule 4, paragraphs 5.2.2 to 5.2.6 (inclusive) and 8 (as applicable to Homeowners) of Schedule 4 and
- 2.3.2 paragraph 1.5 of Schedule 3.

2.4 The planning obligations and covenants contained in this Deed shall be not binding on or enforceable against any individual owners and/or occupiers and/or lessees and/or Mortgagees of any Commercial Units save in respect of:

2.4.1 the following obligations which shall be enforceable against New Campus Occupiers:

- (a) paragraph 1.4 of Schedule 3; and
- (b) paragraphs 2.1, 2.2 and 2.4 of Schedule 5; and

2.4.2 paragraph 2.5 of Schedule 5 which shall be enforceable against Research and Translation Occupiers (as defined in Schedule 5).

2.5 The planning obligations and covenants contained in this Deed shall not be binding on or enforceable against any statutory undertakers and/or services utility companies or providers who have or who acquire an interest in the Site.

2.6 Subject to Clauses 2.3 to 2.4, the planning obligations and covenants contained in this Deed shall not be binding on or enforceable against any Mortgagee unless and until it takes possession of the Site, or that part of the Site over which it has a mortgage or charge in which case that Mortgagee will (in respect of the Site or the relevant part of the Site in which it has a mortgage or charge) be bound by the planning obligations as if he were a party deriving title from the Owner, HHL or GRL (as applicable and subject to the other provisions of this Clause 2).

3. **AUTHORITIES**

3.1 The planning obligations in this Deed are made under section 106 of the 1990 Act with the intention that they should bind:

3.1.1 the Owner's freehold and leasehold interests in the Site referred to in Recital (A) to this Deed;

3.1.2 GRL's leasehold interests in the Site referred to in Recital (B) but only to the extent provided for in Clause 2.2; and

3.1.3 HHL's leasehold interests in the Site referred to in Recital (C) but only to the extent provided for in Clause 2.2;

and such obligations are planning obligations for the purposes of the 1990 Act and are enforceable by the Councils as local planning authorities subject to this Clause 3 and Clauses 2, 4, 6 and 18.

3.2 The covenants and undertakings on the part of the Owner, HHL and GRL set out in Schedule 4, Schedule 5, Schedule 7, Schedule 8, Schedule 9 and Schedule 10 shall be enforceable by the District Council.

3.3 The covenants and undertakings on the part of the Owner, HHL and GRL set out in Schedule 3 and Schedule 6 shall be enforceable by the County Council.

4. **ENTRY INTO EFFECT**

4.1 Subject to Clause 4.2 none of the terms, provisions or obligations contained in this Deed shall take effect unless and until Implementation has occurred.

4.2 The obligations in Clauses 1, 2, 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20 and paragraph 3.1 of Schedule 8 shall take effect immediately on completion of this Deed.

4.3 For the avoidance of doubt it is hereby agreed and declared that in the event of the Planning Permission being quashed as a result of legal proceedings then:-

- 4.3.1 this Deed shall absolutely determine and become null and void save for this Clause 4.3 and Clauses 9, 10, 13, 14 and 15 which shall take effect on completion of this Deed and shall remain enforceable;
- 4.3.2 any Contributions paid by the Owner to the District Council pursuant to the planning obligations in Schedule 4, Schedule 5, Schedule 7, Schedule 8, Schedule 9 and Schedule 10 hereof which have not been used or Committed to be spent (where applicable by a legally binding contract) for the purpose for which they were paid as described shall be paid by the District Council to the Owner;
- 4.3.3 any Contribution paid by the Owner to the County Council pursuant to the obligations in Schedule 3 and Schedule 6 hereof which have not been used or Committed to be spent (where applicable by a legally binding contract) for the purpose for which they were paid as described shall be paid by the County Council to the Owner.
- 4.4 This Deed will determine (in so far as it has not already been complied with) should the Planning Permission lapse without having been Implemented or be revoked otherwise than at the request of or with the consent of the Owner.
- 4.5 None of the Parties' obligations in this Deed shall be triggered by any Implementation intentional or otherwise by the District Council or the County Council.

5. NO ENCUMBRANCES

The Parties HEREBY COVENANT with the Councils that following Implementation they will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude compliance with the planning obligations and covenants contained in this Deed provided that this Clause 5 does not prevent any disposal of or dealing by the grant of a lease or otherwise with the Owner's, HHL's or GRL's interests in the Site or from developing any part of the Site in accordance with a planning permission (other than the Planning Permission) obtained after the date of this Deed.

6. GENERAL PROVISIONS

- 6.1 IT IS HEREBY AGREED AND DECLARED that the covenants and planning obligations on behalf of the Parties hereto to be observed and performed under this Deed shall be treated as local land charges and registered at the Local Land Charges Registry by the District Council for the purposes of the Local Land Charges Act 1975 provided that if the Planning Permission expires without being Implemented or is revoked or if all the planning obligations have been discharged the registered charge shall be treated as having ceased to have effect under rule 8 of the Local Land Charges Rules 1977 and the District Council shall cancel the registration.
- 6.2 The Owner and HHL and GRL (subject to Clause 2.2) covenant with the District Council to carry out and observe their respective planning obligations in Schedule 4, Schedule 5, Schedule 7, Schedule 8, Schedule 9 and Schedule 10 provided that in relation to the planning obligations contained in the Schedules which are expressed (whether explicitly or implicitly) to take effect on or after Implementation the Owner shall not be liable to carry out or observe those planning obligations until Implementation shall have occurred.
- 6.3 The Owner and HHL and GRL (subject to Clause 2.2) covenant with the County Council to carry out and observe their respective planning obligations in Schedule 3 and Schedule 6 provided that in relation to the planning obligations contained in the Schedules which are expressed (whether explicitly or implicitly) to take effect on or after Implementation the Owner shall not be liable to carry out or observe those planning obligations until Implementation shall have occurred.
- 6.4 The District Council shall comply with its obligations set out in Schedule 4, Schedule 5, ~~Schedule 8~~, Schedule 9, Schedule 10 and Schedule 11 to this Deed. *Schedule 7 not present Marcus LLP*
- 6.5 The County Council shall comply with its obligations set out in Schedule 3, Schedule 6 and Schedule 12 to this Deed.

- 6.6 The District Council will on written request from any of the Parties (and where such request has been made by any successor in title of the whole or any part of the Site this will be subject to payment of the District Council's reasonable costs and expenses) use their reasonable endeavours to certify within 15 (fifteen) Business Days whether or not an obligation under this Deed has been satisfied.
- 6.7 The County Council will on written request from any of the Parties (and where such request has been made by any successor in title of the whole or any part of the Site this will be subject to payment of the County Council's reasonable costs and expenses) use their reasonable endeavours to certify within 15 (fifteen) Business Days whether or not an obligation under this Deed has been satisfied.
- 6.8 Nothing in this Deed shall be construed as granting consent under the Highways Act 1980 to any of the Parties or their agents or servants from time to time to carry out works on a highway for which the County Council is the highway authority or as requiring that any works be carried out on land not being within the Site or within public highway.
- 6.9 Subject to Clause 6.10 the Owner, HHL and GRL agree that they will give the Councils written notice of any change in ownership of their interests in the Site as soon as reasonably practicable once any such change occurs providing details of the name and address of the current and new owner of such interests together with details of the Site to which each of their interests apply.
- 6.10 The covenant in Clause 6.9 shall not apply where:-
- 6.10.1 the relevant change in ownership is the disposal of a Residential Unit or Commercial Unit; and/or
- 6.10.2 all the planning obligations have been discharged.

7. NO WAIVER

No waiver (whether express or implied) by the Councils of any breach or default by the Owner in performing or observing any of the covenants, undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the said covenants, undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof.

8. FINANCIAL PROVISIONS

- 8.1 The District Council covenants with the Owner to Commit or spend each Contribution received by it for the purpose specified in this Deed.
- 8.2 The County Council covenants with the Owner to Commit or spend each Contribution received by it for the purpose specified in this Deed.
- 8.3 The Councils shall be entitled to use all interest accrued on the Contributions received by them respectively from the date of actual payment to the Councils thereof until the date when the Contributions are spent for the purposes specified provided that all such interest accrued shall be used only for the purpose specified in respect of that Contribution as set out in this Deed.
- 8.4 In the event of any delay in paying the Contributions or any part thereof the delayed payment shall thereafter be liable to Interest thereon calculated on a daily basis from the due dates as specified in the Schedules until the date of payment thereof.
- 8.5 If any Contribution is not made on the due date for payment or any part (whether demanded or not) then indexation (calculated in accordance with Clause 16) shall continue to accrue on the unpaid amount until the date of actual payment.
- 8.6 Unless specifically stated otherwise in this Deed, where any part of or instalment of the Contributions paid and/or any interest accrued have not been spent or Committed to be spent

(where applicable by a legally binding contract) for the purpose for which they were paid by the date ten (10) years from the date of receipt of payment by the County Council and/or the District Council of the Contribution (or any instalment thereof) the relevant Council shall repay that part (to the payer of the Contribution concerned or to such person as the payer shall in its absolute discretion direct) provided always that if before the expiry of the date referred to herein there is any legally binding contract or contracts in existence relating to the provision or the improvements in whole or in part to which the said Contribution is attributable as set out in this Deed and the performance of such contract or contracts are to be completed after the expiry of the said period any sum to be repaid shall be repaid following payment of the final account of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said improvements pursuant to such contract or contracts.

- 8.7 The Councils shall make available to the Owner such information as they can reasonably be expected to provide in response to a request from it as to how the Contributions and accrued interest thereon have been or are being spent or Committed and in any event shall provide the Owner with yearly reports as to how the Contributions and accrued interest thereon have been or are being spent or committed provided that this shall not oblige the Councils to disclose any information which acting reasonably they regard as being commercially confidential or sensitive.

9. SEVERABILITY

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

10. DISPUTES

- 10.1 Without prejudice to the rights of any of the Parties to take immediate alternative action where any matter the subject of this Deed shall be in dispute the Parties may use their reasonable endeavours to resolve the same within 20 (twenty) Business Days of the dispute arising.
- 10.2 Subject to Clause 10.1 and to any dispute not being resolved under those provisions any of the Parties may give to the others written notice requiring the dispute to be determined under this Clause 10 and such notice shall be valid only where it:-
- 10.2.1 specifies the nature and substance of the dispute;
 - 10.2.2 specifies an appropriate Specialist; and
 - 10.2.3 specifies the relief sought in relation to the dispute.
- 10.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any of the Parties to the President or next most senior available officer of the Law Society of England and Wales who shall have the power (with the right to take such further advice as he may require) to determine the appropriate type of Specialist.
- 10.4 Any dispute over the identity of the Specialist is to be referred at the request of any of the Parties to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist and such President or officer shall have the power (with the right to take such further advice as he may require) to determine and nominate the appropriate Specialist or to arrange his nomination provided that if no such organisation exists or the Parties cannot agree the identity of the organisation then the Specialist is to be nominated by the President or next most senior available officer of the Law Society of England and Wales.

- 10.5 The Specialist is to act as an independent expert and:-
- 10.5.1 any party to the dispute may make written representations to the Specialist within 15 (fifteen) Business Days of his appointment and will copy the written representations to all the other parties (save for any party who has indicated in writing a desire not to be involved in the dispute);
 - 10.5.2 each party to the dispute is to have a further 15 (fifteen) Business Days from receipt of the other parties' written representations to make written comments on the other parties' representations and will copy such written comments to all the other parties;
 - 10.5.3 the Specialist is to be at liberty to call for such written evidence from the parties to the dispute and to seek such legal or other expert assistance as he or she may reasonably require;
 - 10.5.4 the Specialist is not to take oral representations from the parties to the dispute without giving all parties to the dispute the opportunity to be present and to give evidence and to cross examine all other parties who give evidence;
 - 10.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision save that any representations received out of time may be disregarded by the Specialist;
 - 10.5.6 the Specialist is to publish his decision within 40 (forty) Business Days of his appointment; and
 - 10.5.7 the decision of the Specialist shall be final (save where it is stated to be an interim or provisional decision) and binding on the Parties.
- 10.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 10 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist and the Specialist shall be entitled to order that the reasonable legal and professional costs incurred by any party in connection with the reference of the dispute to the Specialist shall be paid by any party or parties to the dispute in whatever proportions the Specialist shall decide and the decision of the Specialist in this respect and as to the amount of such costs as it is reasonable for any party to pay to another party shall be final and binding on the Parties.
- 10.7 If the Specialist nominated pursuant to this Clause 10 shall decline to act or become otherwise unable to carry out his appointment under this Clause 10 another Specialist may be appointed in his place.
- 10.8 This Clause 10 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.

11. REASONABLENESS AND APPROVALS

- 11.1 Except where expressly stated to the contrary where under this Deed any approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any Party or any response is requested any such approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall be given in writing and shall not be unreasonable or unreasonably withheld or delayed.
- 11.2 Each of the Parties shall act in good faith and shall co-operate with each of the other Parties, as appropriate to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Councils to have access to any part of the Site with reasonable notice or any reasonable requests to provide documentation within its possession for the purposes of monitoring compliance with the obligations contained herein.
- 11.3 Where both the Councils' approval, consent, agreement or the like is required, the Councils shall co-operate with one another in jointly giving such approval, consent, agreement or the like where

appropriate or where appropriate shall jointly appoint an appropriate person to give approval, consent, agreement or the like.

- 11.4 Where it is provided in this Deed that a matter is to be agreed by one of the Parties to this Deed and a timescale for such agreement being reached or agreement or approval or deemed approval being given is not provided, then the relevant provision shall be deemed to be subject to a proviso that if agreement is not reached or the matter is not agreed or approved within a period of 30 (thirty) Business Days (unless specified otherwise) from the date of the submission of such matter to be agreed or approved, then the matter may be referred to the Specialist pursuant to Clause 10 PROVIDED that the relevant Parties may agree an alternative period for such matter to be agreed or approved within but failing any such agreement the periods stated herein shall stand.

12. NOTICES

Any notice to be served in accordance with this Deed shall be validly served if:-

- 12.1 served in accordance with section 196 of the Law of Property Act 1925 and except that any notice to be served:-
- 12.1.1 on the Councils shall be addressed to the Chief Executive of the relevant Council at their addresses specified above and shall quote the reference numbers referred to in the definition of "**Planning Application**" in Clause 1.1 hereof;
- 12.1.2 in any case where any of the relevant Parties have agreed service using electronic communication and an address or addresses for services have been provided, by sending it by using electronic communications, in accordance with the condition set out in sub-Clause (a) below to that person at that address:-
- (a) the condition mentioned above is that the notice or other demand must be:-
- (i) capable of being accessed by the person mentioned in that provision;
- (ii) legible in all material respects; and
- (iii) in a form sufficiently permanent to be used for subsequent reference; and
- 12.1.3 on any Party who has not agreed to service using electronic communication it is sent to the address set out at the beginning of this Deed or any different address subsequently notified by that Party to the other Parties.

13. OWNER'S ACTIONS ON COMPLETION

The Owner will on completion of this Deed pay the Councils' reasonable legal costs (for external legal services) and disbursements in relation to those costs reasonably incurred in the negotiation and preparation of this Deed.

14. DEED GOVERNED BY ENGLISH LAW

This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, and subject to the definitions of "**District Council**", "**County Council**", "**Owner**", "**GRL**" and "**HHL**", no part of this Deed shall be enforceable by a third party who is not a Party to this Deed and for the avoidance of doubt the terms of this Deed may be varied by agreement between the Parties without the consent of any third party being required.

16. **INDEXATION**

All Contributions, funds or other figures stated in this Deed as being Index Linked shall be adjusted in accordance with the tables set out below and by a percentage increase (if any) shown in the BCIS or CPI (as the case may be):

- 16.1 in the case of the Contributions listed in the following table from the date of this Deed to the date of payment of the sum or instalment of the sum in question; and

Payment	Index
A11 Southbound Slip Works Contribution	BCIS
A1307 Phase 2 Contribution	BCIS
A505/A1301 Roundabout Contribution	BCIS
A505/Hunts Road Junction Contribution	BCIS
A505 Cycle Route Improvements Contribution	BCIS
A505/Moorfield Road Junction Contribution	BCIS
ANPR Monitoring and Mitigation Fund	BCIS
Junction 10 Slip Works Contribution	BCIS
Offsite Cycle Fund (and corresponding obligations in Schedule 12)	BCIS
Transport Enhancement Fund	BCIS
Travel Plan Contingency Fund	BCIS
Household incomes in definition of Eligible Persons	CPI
Off-Site Health Contribution	BCIS
Off-Site Health Contribution Cap	BCIS
Community Chest Contribution	CPI
Community Development Initiatives Fund	CPI
Community Development Resource	CPI
Hinxton Village Hall Improvement Contribution	BCIS
Maximum sum referred to in definition of Cardboard Skip	CPI
Waste Vehicle Contribution	CPI

- 16.2 in the case of the Contributions listed in the following table from the base dates listed in column 3 of the table to the date of payment of the sum or instalment of the sum in question:

Payment	Index	Base Date
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Payment	Index	Base Date
School Place Cost Multipliers (as referred to in definition of Early Years Contribution)	BCIS	Quarter 1 2019
School Place Cost Multipliers (as referred to in definition of Primary Off-Site Education Contribution)	BCIS	Quarter 4 2018
School Place Cost Multipliers (as referred to in definition of Secondary Education Contribution)	BCIS	Quarter 1 2019
Phase 1 Contribution	BCIS	Quarter 2 2019
Cost Per Child (as referred to in definition of Phase 2 Contribution)	BCIS	Quarter 2 2019
Aggregate of all Phase 2 Contributions (as referred to in definition of Phase 2 Contribution)	BCIS	Quarter 2 2019

17. Monitoring

- 17.1 The Owner shall serve notice of the Implementation date, the Commencement date and the date on which the first Residential Unit is Commenced on the Councils at least 15 (fifteen) Business Days prior to the same.
- 17.2 The Owner shall serve advance notice on the Councils of at least 15 (fifteen) Business Days prior to the following:
- 17.2.1 twelve (12) months in advance of first Occupation of Development Area 1;
 - 17.2.2 first Occupation of any part of the Development;
 - 17.2.3 Occupation of the first Residential Unit.
- 17.3 The Owner shall:
- 17.3.1 submit the Initial Population Monitoring Report to the Councils no later than the first (1st) anniversary of Occupation of the first Residential Unit; and
 - 17.3.2 thereafter submit a Population Monitoring Annual Report to the Councils on each subsequent anniversary until such time as the last Residential Unit to be Occupied is Occupied.

18. RELEASE AND DISCHARGE

- 18.1 No person shall be liable contractually or statutorily for breach of a planning obligation or other covenant contained in this Deed after it shall have parted with its relevant interest in the Site or part of the Site save insofar as it relates to any relevant prior breach of its obligations under this Deed and neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer thereof or part thereof will constitute an interest for the purposes of this Clause 18.1.
- 18.2 For the avoidance of doubt nothing in this Deed shall restrict or prevent any of the Parties from requesting or applying for a discharge or modification of the planning obligations contained in this Deed at any time.
- 18.3 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 save that for the avoidance of doubt

if a condition attached to the Planning Permission is varied or released following an application made pursuant to section 73 of the 1990 Act or pursuant to an appeal under the 1990 Act relating to such an application then, unless the District Council and/or the County Council considers that a new deed is required under section 106 and/or section 106A of the 1990 Act in relation to the planning permission to be granted following such application or appeal, the covenants and provisions of this Deed shall be deemed to apply to the varied planning permission and to any development carried out pursuant to the varied planning permission and the definition of Planning Permission shall be construed accordingly.

- 18.4 Without prejudice to the requirements of section 106A of the 1990 Act the Parties agree and declare that the planning obligations in this Deed can and can only be waived, varied or released by consent of the Councils as relevant following a request by persons against whom the planning obligation is enforceable and subject to the completion of an agreement with that person and anyone else capable of being bound by the terms of that planning obligation and able to give effect to the waiver, variation or release.
- 18.5 Subject to Clause 19 any variations that are agreed between the Councils and the Owner shall be effected by means of a deed of variation made pursuant to section 106 and/or section 106A of the 1990 Act and relevant provisions of the Acts.
- 18.6 The Parties agree and declare that any application to vary, amend or remove any or all of the obligations in this Deed pursuant to section 106 or section 106 A of the 1990 Act shall only be made if the Party making such application has previously provided all other Parties (which it is agreed for the purpose of this Clause 18.6 shall not include GRL, HHL or individuals who purchase (including purchases by way of long leases) for their own occupation or the lessees, tenants or others of individual Residential Units or Commercial Units erected or to be erected on the Site) with at least 21 (twenty one) days' prior notice.
- 18.7 It is hereby agreed by the Parties that any agreement, approval, grant of application, approval of Reserved Matters Application, discharge or compliance with condition issued or given by the Councils or any of them pursuant to the Planning Permission shall be taken to be approved under this Deed.
19. **FORCE MAJEURE**
- 19.1 Subject to sub-Clause 19.2 the Owner shall be entitled to rely on a Force Majeure Event (to the extent set out in a Force Majeure Response) as an extension of time to comply with the planning obligation(s) or covenant(s) contained in this Deed for an initial period of up to 6 (six) months or such other period to be agreed with the Council(s) as is considered appropriate acting reasonably in light of the Force Majeure Event.
- 19.2 In order to rely on a Force Majeure Event, the Owner shall:
- 19.2.1 as soon as reasonably practicable following the Force Majeure Event, serve a Force Majeure Event Notice on the District Council or County Council (whichever Council is responsible for enforcing the relevant planning obligation(s) or covenant(s));
 - 19.2.2 submit to the relevant Council with the Force Majeure Event Notice an explanation (accompanied by appropriate evidence) to demonstrate that the Force Majeure Event(s) has delayed or will delay performance of the relevant planning obligation(s) or covenant(s);
 - 19.2.3 set out the steps it has taken or will take to use reasonable endeavours to avoid and/or mitigate the effect of the Force Majeure Event and has provided supporting information of the steps taken or steps that will be taken to the Council;
 - 19.2.4 not be entitled to rely on any delay to the carrying out of the Development or compliance with a planning obligation set out in this Deed arising as a result of any action, omission, negligence or default by the Owner its contractors or agents.

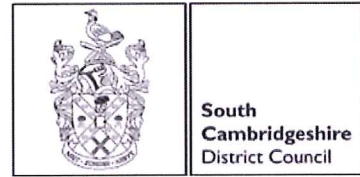
- 19.3 Following receipt of a Force Majeure Event Notice, the relevant Council shall provide a Force Majeure Response in writing within 20 (twenty) Business Days' of receipt of the Force Majeure Event Notice or such longer period as may be agreed between the Owner and the relevant Council(s) in writing.
- 19.4 In the event that the Force Majeure Response confirms an extension of time for compliance with any planning obligation or covenant then it is agreed that no further action shall be taken by the relevant Council(s) to enforce such planning obligation or covenant for the period set out in the Force Majeure Response as and the Council shall record the agreement reached in the Record of Force Majeure Events and supply a copy of the same to the Owner.
- 19.5 In the event that the Force Majeure Response (save for where such response has been issued by the Specialist pursuant to Clause 10) rejects, or accepts with amendments, the proposals in the Force Majeure Event Notice, such decision by the relevant Council may be referred by the Owner to dispute resolution pursuant to Clause 10 and any Force Majeure Response from the Specialist shall then be recorded in the Record of Force Majeure Events.
- 19.6 Subject to the provisions of sub-Clause 19.7 below in the event that the extension of time for compliance with a planning obligation or covenant stated in the Record of Force Majeure Events expires, or will expire within one (1) calendar month, and the Owner wishes to continue to rely on a Force Majeure Event, the Owner shall be entitled to submit further a Force Majeure Event Notice(s) to the Council and the provisions set out in this Clause 19 shall apply to any further Force Majeure Event Notice.
- 19.7 A timescale for compliance with a planning obligation or covenant set out in this Deed may only be extended by the procedure set out in this Clause 19 by a maximum of 18 (eighteen) months and once any timescale for compliance has been extended by 18 (eighteen) months in total any further extension of time for compliance with a planning obligation or covenant contained in this Deed shall be sought by way of a deed of variation.

20. INFRASTRUCTURE LEVY

If after the date of this Deed there shall be payable any tax charge or levy related to the Development or the Planning Permission or any Reserved Matters Approval (whether by way of Community Infrastructure Levy or other equivalent/replacement tax charge or levy) and the Owner is required to pay a sum to any person which would duplicate or overlap with any Contribution, planning obligation or covenant imposed by this Deed then the Parties agree that such Contribution(s), planning obligation(s) or covenant(s) shall if agreed in writing by the District Council or as the case may be the County Council be taken as having been satisfied to the extent necessary to ensure that payment of the said tax charge or levy does not duplicate or overlap with any Contribution, planning obligation or covenant to an extent greater than as provided in this Deed.

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

SCHEDULE 1
DRAFT PLANNING PERMISSION



South Cambridgeshire District Council
Town & Country Planning Act 1990

Notice of Outline Planning Permission
Subject to conditions

Reference: S/4329/18/OL
Date of Decision: **Draft Issue**

Mr Matthew Sharpe
Quod
Ingeni Building
17 Broadwick Street
London
W1F 0DE

The Council hereby **GRANTS** Outline Planning Permission for:

Outline planning permission with all matters reserved for a phased mixed use development comprised of up to 150,000 square metres of Gross External Area (GEA) of flexible employment uses including research and development office and workspace and associated uses falling within Use Classes B1 (office laboratories light industry) B2 (general industrial) and B8 (Storage) uses up to 1,500 residential dwellings (Use Class C3 and C4 (Houses in Multiple Occupation)) supporting community uses and social infrastructure including a nursery (Use Class D1) conference facility (Use Class D1) and associated hotel (Use Class C1) retail uses including shops (Use Class A1) restaurants and cafes (Use Class A3) and bars (Use Class A4) leisure uses (Use Class D2) landscape and public realm including areas for sustainable urban drainage and biodiversity enhancements energy centre and utilities site access (vehicular cyclist and pedestrian) car and cycle parking and highways improvements early landscape and enabling works and associated works. (This application is subject to an Environmental Impact Assessment)

at

Wellcome Genome Campus Hinxton Saffron Walden Cambridgeshire CB10 1RQ

In accordance with your application received on 7 December 2018 and the conditions, annexures and definitions which form part of the application as set out below:

Definitions

‘Associated Works’: means any works or operations associated with and incidental to the development including; erection of temporary buildings; creation of access routes; temporary use of land for car parking; or any other works or operations to enable such works to take place.

‘Commencement’: means the initiation of development as defined in Section 56(4) of the Town and Country Planning Act 1990, with the exception of Enabling Works, Associated Works and site access works, and “Commence” or “Commenced” shall be construed accordingly.

‘Design Guide Statement of Compliance’: means a statement which demonstrates how a proposed Reserved Matters Application accords with and gives effect to the guiding principles set out within an associated approved Design Guide.

‘Design and Access Statement’: means the Design and Access Statement submitted with the application in its consolidated form in August 2019

‘Design Guide’: means the guide to be submitted pursuant to condition 21 for the development of Development Areas 1 and 3. The Design Guide shall cover but not be limited to the items set out in the Design Guide Specification.

‘Design Guide Specification’: means the specification contained in Annexure C to this permission

‘Development Area’: means the areas identified on the Key Parameter Plan (PP1) (drawing reference WGC-ARP-XX-XX-DR-AX-3) rev. 1 as ‘Development Area 1’, ‘Development Area 2’ and ‘Development Area 3’.

‘Development Area Brief’: means a brief prepared in relation to either Development Area 1 or Development Area 3, or any other sub area of that as may be agreed with the local planning authority, setting out the matters described in the Development Area Brief Specification.

‘Development Area Brief Specification’: means the specification contained in Annexure B to this permission.

‘Development Principles’: means those principles as set out within the approved Development Specification Rev 1 (April 2019)

‘Environmental Statement’: means the documents titled Volumes I to II, dated December 2018, and the ES Addendum and revised Vol III, dated April 2019.

‘Enabling Works’: means preparation works to make the Site ready for construction. Such works include (but are not exclusive to): Site or ground clearance; construction of temporary accesses and/or highway works to facilitate the carrying out of the development; archaeology; ecological surveys, investigations or assessments; site preparation; construction of boundary fencing or hoardings including for site security; provision of underground drainage and sewers; the laying and diversion of other services and service mediums; erection of temporary facilities for security personnel; the erection of security

cameras; excavation; interim landscaping works; construction of temporary internal roads; erection of fencing, gates or enclosures, installation of CCTV or other works or operations to enable any of these works to take place including site and ground works.

‘Existing Campus’: means the existing Wellcome Genome Campus in its current form and layout which is identified in Figure 3.1 of Chapter 3 ‘Site Description’ of the Environmental Statement accompanying the application and is attached at Annexure K.

‘Expansion Land’: A triangular shaped piece of arable farmland that lies east of the A1301 and the Existing Campus which forms part of the Site and Proposed Development and which is identified in Figure 3.1 of Chapter 3 ‘Site Description’ of the Environmental Statement accompanying the application and is attached at Annexure K.

‘Housing Waiting List’: means the list defined and prepared in accordance with Schedule 4 of the Section 106 Agreement.

‘Reserved Matters’: means details of the access, appearance, landscaping, layout and scale.

‘Reserved Matters Application(s)’: means an application for the approval of Reserved Matters which will relate to individual development parcels or infrastructure needed for a particular stage of development and will comprise the information set out in Annexure D.

‘Reserved Matters Specification’: means the specification contained in Annexure D to this permission.

‘Section 106 Agreement’ means the agreement made between [] pursuant to section 106 of the Town and Country Planning Act 1990 and dated [].

‘Site’: means the land edged in red on the Existing Site Plan (drawing reference: WGC-ARP-XX-XX-DR-AX-2).

Annexures

Annexure A, Approved Documents

Annexure B, Specification for a Development Area Brief

Annexure C, Design Guide Specification

Annexure D, Reserved Matters Specification

Annexure E, Site Wide Lighting Strategy Specification

Annexure F, Early Landscape Works Specification

Annexure G, Climate Change Adaptation Statement Specification

Annexure H, Surface Water Reserved Matters Specification

Annexure I, Waste Collection and Waste Management and Minimisation Plan

Annexure J, Construction

**Annexure K, Figure 3.1 of Chapter 3 'Site Description' of the Environmental Statement
accompanying the application**

Start Dates

1: The first Reserved Matters Application shall be made to the local planning authority no later than 3 (three) years from the date of this permission.

Reason: In accordance with the requirements of section 91 of the Town and Country Planning Act 1990 (as amended).

2: The development hereby approved shall be Commenced either before the expiration of 3 (three) years from the date of this permission, or before the expiration of 2 (two) years from the date of the last Reserved Matters Application to be approved, whichever is the later.

Reason: To prevent the accumulation of unimplemented planning permissions, in accordance with the requirements of section 91 of the Town and Country Planning Act 1990 (as amended) and with regard to the urgent need for the proposed employment floorspace.

3: Application(s) for approval of all the Reserved Matters shall be made to the local planning authority before the expiration of 20 (twenty) years from the date of this permission.

Reason: To prevent the accumulation of unimplemented planning permissions and in accordance with the requirements of section 91 of the Town and Country Planning Act 1990 (as amended).

Approved Drawings

4: The development, hereby permitted, shall be carried out in accordance with the following approved plans save for only minor variations where such variations do not deviate from this permission or are not predicted to lead to any additional or materially different significant environmental effects to those assessed in the Environmental Statement:

Drawing Title	Reference Number	Revision Number
Key Parameter Plan PP1	WGC-ARP-XX-XX-DR-AX-3	Rev 1
Maximum Buildings Heights Parameter Plan PP2	WGC-ARP-XX-XX-DR-AX-4	Rev 1
Green Infrastructure Parameter Plan PP3	WGC-ARP-XX-XX-DR-AX-5	Rev 1
Movement Network Parameter Plan PP4	WGC-ARP-XX-XX-DR-AX-6	Rev 1
Highways Improvements Parameter Plan PP5	WGC-VEC-XX-XX-DR-AX-7 (173279/A/100)	Rev D

Reason: To ensure that the development is implemented within the approved parameters upon which the outline planning application and Environmental Statement is based.

Approved Documents

5: The development hereby approved shall be carried out in accordance with the approved documents as set out in Annexure A to this permission, except to the extent that those details are superseded or expanded by an approved Development Area Brief, Design Guide or by any Reserved Matters approval or other approval pursuant to any condition of this permission.

Reason: To ensure that the local planning authority is satisfied that the details and approach is consistent with good planning.

Quantum of Uses

6: The proposed maximum floorspace of land uses and maximum number of dwellings as set out in the table below shall not be exceeded:

Use (Town and Country Planning (Use Classes) Order 1987, as amended)	Amount
Research and Translation (employment) space (Use Classes B1, B2 and B8)	Up to 150,000 square metres (sqm) Gross External Area (GEA)
Residential (Use Classes C3 and C4)	Up to 1,500 dwellings
Supporting Uses:	31,100 sqm GEA, including:
- Retail (Use Classes A1, A2, A3, A4)	- Up to 3,500 sqm GEA
- Hotel (Use Class C1)	- Up to 5,000 sqm GEA
- Non-residential institutions, and community and leisure, including nursery, conference facility, and education (Use Classes D1/D2)	- Up to 22,750 sqm GEA
Energy Centre and utilities	Up to 5,000 sqm GEA

Reason: In order to clarify the parameters of the permission in terms of overall floorspace for uses and number of dwellings.

Enabling and Associated Works

7: No Enabling Works or Associated Works shall Commence until details of the proposed Enabling Works and Associated Works have been submitted to and approved in writing by the local planning authority. The works shall be carried out in accordance with the approved details. Any such details submitted to the local planning authority for approval shall include plans at an appropriate scale which show the proposed works in context, both existing and as proposed.

Reason: In order to ensure the Site and its infrastructure can be prepared for development (South Cambridgeshire Local Plan 2018 policy TI/8).

Occupation Use Restrictions

B2 General Industrial and B8 Storage and Distribution Uses

8: Except for associated genomic and bioinformatics data storage uses, all Reserved Matters Applications for buildings intended for an employment use falling within use class B2 or B8 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification, shall be accompanied by a needs assessment which sets out the specific requirements of the intended occupier(s) to locate onto the Site and operate a B2 or B8 use for the purposes as set out in the Gateway Policy pursuant to Schedule 5 of the Section 106 Agreement .

Reason: In order to ensure that B2 and B8 uses are appropriate and serve the primary function of the Site for the genomics and associated bioinformatics industry (SCLP 2018 policies 2018, S/2, S/3, S/6, S/7, S/13, E/9).

Individual Retail Unit Limit

9: No individual planning unit within use classes A1, A2, A3 or A4 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification shall exceed 500sqm net sales area.

Reason: To accord with the Town Centre Uses Assessment (December 2018), to ensure the vitality and viability of existing town centre uses are not compromised and in order to create and sustain a sense of place to support the day-to-day needs of the Site's working and living population (SCLP 2018 policies E/21, E/22, SC/4, SC6, SC7, E/10, E/19, E/20 and in accordance with NPPF 2019 paragraphs 83-90).

Hotel

10. The maximum cumulative stay in any aparthotel (falling within use class C1) by any individual occupier shall be no more than 90 (ninety) days in any 12 (twelve)-month period. The aparthotel shall keep records of the length of stay of all individual occupiers and shall retain them for 24 (twenty-four) months. The said records shall be made available to the local planning authority on request, within 7 (seven) days.

Reason: To ensure that any aparthotel rooms are not used as permanent residential accommodation or student accommodation, which would give rise to different impacts.

Supporting Uses

11. No individual conferencing, leisure or visitor / cultural facility shall be proposed which exceeds 5,000 sq. m unless its associated Reserved Matters Application is supported by a Town Centre Uses Assessment including a Sequential Test and an Impact Assessment in accordance with the NPPF which demonstrates that its impact in terms of vitality and viability on local or minor rural centres is acceptable to the local planning authority.

Reason: The Town Centre Uses Assessment accompanying the application only assesses the impact of these uses up to the floorspace cap of 5,000 sq. m. (SCLP 2018 policies SC/4, E/20, E/21).

Open Access

12. Prior to the occupation of any building on the Expansion Land, a strategy for the phased delivery of an open Campus (existing and expanded), including its anticipated phasing, shall be first submitted to and approved in writing by the local planning authority. These details shall set out the timing for the removal of the existing fence and security points and demonstrate how the Campus would be open to members of the public. The development shall be carried out in accordance with the approved details.

Reason: In order to realise the environmental and social benefits of this for the public (SCLP 2018 policies SC/4, HQ/1)

Access

A1301 and Associated Access Points

13: Save for Enabling Works or Associated Works, works within Development Areas 1 and 3 shall not Commence until the location of the proposed permanent access points to the Expansion Land from the A1301 and their design have been submitted to and approved in writing by the local planning authority in consultation with the local highway authority. The accesses for which approval is sought shall be designed to accommodate the predicted transport (all modes) that the Site may generate and will have been developed to such a point that a Stage Two Safety Audit has been completed and any outstanding issues identified within the Stage Two Audit having been resolved in accordance with the written agreement of the local planning authority in consultation with the local highway authority. The design of the access points shall include a detailed engineering scheme/plan showing cross sections (existing/proposed), levels changes, accurate tree survey data in relation to tree loss, tree retention, tree protection, planting proposals, including large scale cross sections of the kerb and associated shared use pathway/cycleway foundation design and construction and all associated improvements and links to existing pathways/cycleways within the vicinity of the junction. The development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the local planning authority.

Reason: In order to safeguard highway safety and network capacity and to secure an appropriate means of access for users of the development (SCLP 2018 policy TI/2).

A1301 shared cycle / pedestrian connection to Existing Campus

14: A new shared cycle / pedestrian connection shall be provided between the Existing Campus entrance and the existing cycle route adjacent to the A1301 which starts to the north of North End Road, as indicated on drawing number 173279_A_101, prior to the first occupation of either the housing or employment uses in Development Areas 1 or 3 (whichever is earlier).

Reason: In order to ensure improvements to the existing cycling and walking network and to secure an appropriate means of access for users of the development (SCLP 2018 policy TI/2).

New Road

15: Any Reserved Matters Application for a pedestrian connection along New Road as indicated on Parameter Plan 5 shall include a tree survey and arboricultural implications assessment in accordance with BS:5837:2012. It shall be accompanied by a detailed engineering scheme / plan, including cross-sections (existing/proposed), levels changes and boundary treatment. The scheme shall have regard to the desirability of maintaining a verge and planting in-between New Road with some vegetation thinning for the new pedestrian connection and the desirability of introducing a low rise flint wall detail on the entrance to New Road from the A1301. The proposed new connection shall be available for members of the public to use without restriction. A scheme for the pedestrian connection shall be submitted to and approved in writing by the local planning authority, and shall be carried out in accordance with the approved details prior to the first occupation of the housing or employment uses in Development Areas 1 or 3 (whichever is earlier) unless otherwise agreed in writing by the local planning authority.

Reason: In order to ensure the proposed connection is sensitively designed, avoids damage to existing trees and preserves or enhances the character and appearance of Hinxton Conservation Area (SCLP 2018 policies NH/14, HQ/1).

Access and Occupation

16: No building within the Expansion Land shall be occupied until all relevant vehicular, pedestrian (for all users), cycle and emergency vehicle access route(s) needed for that building have been fully completed and are available for use.

Reason: In order to ensure a fully accessible Site for all users of permitted buildings (SCLP 2018 policies HQ/1, TI/2).

Development Area Briefs, Specification and Reserved Matters Compliance

Development Area Brief

17: Prior to, or concurrently with, the first Reserved Matters Application to be submitted for approval within either Development Areas 1 or 3, a Development Area Brief for the relevant Development Area, or sub area, shall be submitted for approval in writing to the local planning authority. Each Development Area Brief shall contain the information and other details specified in the Development Area Brief Specification (Annexure B to this permission). Reserved Matters Applications shall come forward in accordance with the associated approved Development Area Brief.

Reason: To ensure a co-ordinated development of the Site ensuring housing, employment, community facilities, open space and ES mitigation are delivered comprehensively (SCLP 2018 policies HQ/1, SC/4, SC/7, TI/8).

Reserved Matters Applications

18: Any individual development parcel, phase or part thereof shall not be Commenced until approval of the Reserved Matters for a relevant development parcel, phase or part thereof has been obtained from the local planning authority in writing. Reserved Matters Applications including housing and / or employment uses shall come forward in accordance

with the Reserved Matters Specification as set out within Annexure D. The development shall be carried out as approved.

Reason: To ensure that all necessary details are acceptable in accordance with the requirements of section 91 of the Town and Country Planning Act 1990 (as amended).

Reserved Matters Compliance

19: Reserved Matters Applications shall be in substantial conformity with the approved parameter plans, approved Development Principles and the approved Development Area Brief for the relevant area covered by the Reserved Matters application (or in the event that the Reserved Matters application is submitted concurrently with a Development Area Brief pursuant to condition 17 the Reserved Matters application shall comply with that submitted Development Area Brief), save for minor variations where such variations do not deviate from this permission or are not predicted to have any additional or materially different significant environmental effects to those assessed in the Environmental Statement accompanying the application. Reserved Matters Applications shall be accompanied by a Statement of Conformity in respect of the approved parameter plans and Development Principles.

Reason: To ensure compliance with the approved parameter plans and Development Principles and to avoid environmental impacts that lead to materially different significant environmental impacts than those identified in the Environmental Statement.

Phasing

20. Prior to or concurrently with the submission of the first Reserved Matters Application(s) for Development Areas 1 or 3, a Development Area Phasing Plan shall be submitted to the local planning authority for approval. It shall include the expected sequence of delivery of development within a Development Area, or sub area, or the provision of any other element or to any other applicable trigger point. The Development Area Phasing Plan shall have regard to the triggers set out within the Section 106 Agreement including, but not limited to, Schedules 3 (Transport), 4 (Housing), 6 (Education), 7 (Health), 8 (Community Development and Community Hub provisions only) and 9 (Open Space). No development shall Commence within Development Areas 1 or 3 until such time as the relevant Development Area Phasing Plan has been approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved Development Area Phasing Plan unless there are unforeseen events / obstacles to delivery and alternative timing for provision is agreed in writing by the local planning authority. The approved Development Area Phasing Plan shall, by written agreement with the local planning authority, be updated from time-to-time to reflect increased certainty of delivery of infrastructure.

Reason: To report on the phased delivery of infrastructure and ES mitigation (SCLP 2018, policies CC/1, CC/7, CC/8, HQ/1, NH/4, NH/6, E/10, SC/2, SC/4, SC/6, SC/7, TI/2, TI/3, TI/8, TI/9, TI/10).

Public Realm

Design Guide

21: Prior to, or concurrently with, the submission of the first Reserved Matters Application for Development Areas 1 or 3, a Design Guide relating to the Expansion Land, Development

Area 1 or 3, or a sub area, shall be submitted to the local planning authority for approval. The Design Guide shall accord with the Design Guide Specification. No development shall Commence within Development Areas 1 or 3 until such time as a Design Guide relevant to the land to be developed has first been approved in writing by the local planning authority. Reserved Matters Applications shall come forward in accordance with the approved Design Guide for the Development Area with which they are associated and include a Design Guide Statement of Compliance.

Reason: To ensure that high standards of urban design, residential amenity, landscaping and ecological mitigation are achieved (SCLP 2018 policy HQ/1).

Development Area 2: Design Statement

22: Any Reserved Matters Application for Development Area 2 shall include a design statement which demonstrates that the proposal has taken account of and adequately responds to the Existing Campus design and layout.

Reason: To ensure that high standards of urban design, landscaping and ecological mitigation are achieved (SCLP 2018 policy HQ/1).

Broadband (Employment/Residential)

23: The development shall provide infrastructure within the Site to facilitate the connection of all buildings constructed as part of the development to a highspeed fibre optic broadband service. Such provision shall be provided for each building prior to the occupation of that building.

Reason: To ensure adequate IT infrastructure for the development (SCLP 2018 policy TI/10)

Site Wide Lighting Strategy

24: Prior to, or concurrently with, the submission of the first Reserved Matters Application a Site Wide Lighting Strategy shall be submitted to and approved in writing by the local planning authority. The Site Wide Lighting Strategy shall be in accordance with Annexure E.

Reason: In the interests of visual amenity and to minimise pollution (SCLP 2018 policies SC/9 and NH/2)

RM Lighting

25: No external lighting or illumination, unless associated with Enabling Works or Associated Works (both on a temporary basis), shall be installed until details of the position, design, light outputs, spread, hours of operation and a statement of compliance with the Site Wide Lighting Strategy submitted pursuant condition 24 has been submitted to and approved in writing by the local planning authority.

Reason: In order to safeguard amenity (SCLP 2018 policy SC/9)

Wheelchair Adaptable Housing

26: Not less than 10% (ten per cent) of the dwellings shall be designed and constructed as wheelchair adaptable housing (Category M4(3)) unless otherwise agreed in writing by the local planning authority.

Reason: To accord with policy H/9 of the SCLP (2018).

Internal Space Standards

27: All residential development shall be designed in accordance with the Space Standards as set out by the DCLG document 'Technical housing standards – nationally described space standards' (March 2015) or subsequent updates.

Reason: To accord with policy H/12 of the SCLP (2018).

Landscape, Landform and Ecology

Early Landscape Works

28: No development shall be Commenced in Development Areas 1 or 3 until details of the Early Landscape Works have been submitted to and approved in writing by the local planning authority in accordance with the Early Landscape Works Specification attached to Annexure F and which shall have regard to plan reference WGC-ARP-XX-XX-DR-AX-9 Rev 0. The Early Landscape Works shall be carried out and maintained in accordance with the approved details.

Reason: In the interests of visual amenity and to ensure the early establishment of landscaped areas to mitigate the landscape and visual impact of the development (SCLP 2018 policies NH/2 and SC/9).

Proposed Topography

29: Each Development Area Brief shall include a proposed topographical plan for the relevant Development Area or sub area which shall be submitted to and approved in writing by the Local Planning Authority. The topographical plan shall have regard to the indicative proposed topography plan (Reference: WGC-BUR-XX-XX-DR-AX-12 (Rev 1)) and be accompanied by proposed cross-sections of any proposed strategic bunding and plateaus at an agreed scale. Subsequent Reserved Matters Applications shall have regard to, and be in substantial accordance with, the approved topographical plan as approved in writing by the local planning authority.

Reason: In order to understand the strategic approach to land form cut and fill, the visual impact of the works, the implications for public use of landscaped bunds for recreational purposes and the effectiveness of the bunds for noise mitigation from the A11 (SCLP 2018 policies NH/2, SC/9 and SC/10).

Restorative Sustainability & Soil Health Strategy

30: Prior to the Commencement of development of either Development Areas 1 or 3 or in accordance with alternative timing for submission agreed in writing by the Local Planning Authority, a proposed Site Wide Restorative Sustainability & Soil Health Strategy shall be submitted to and approved in writing by the local planning authority. It shall specify measures to be undertaken to restore the soil health by protecting and improving the soil

organic content. It shall set out a phased programme for achieving this. The development shall be carried out in accordance with the approved details.

Reason: In the interests of climate change, carbon sequestration and the improvement of soils and to accord with the ES Chapter 7 Agriculture and Land Quality, and the Sustainability Statement 2018 (SCLP 2018 policies CC/1 and NH/4).

Landscaping Protection and Management

31: A Development Area Brief submitted pursuant to Condition 17 shall include a Landscape and Ecological Management Plan for the relevant Development Area, or sub area. The management of the landscaped areas shall be carried out in accordance with the approved details.

Reason: To ensure adequate measures are in place to management landscape and ensure ecology is safeguarded (SCLP 2018 policies HQ/1, NH/2 and NH/4)

Landscaping Surveys, Details and Servicing

32: The following landscaping details shall be submitted for approval as part of any Reserved Matters applications submitted pursuant to Condition 18. The approved landscape works shall be carried out in accordance with the approved details and prior to the first available planting season following occupation of the relevant building or land unless otherwise agreed through the Reserved Matters application:

- Landscaping and Tree Protection Surveys
- Hard and Soft Landscaping
- Trees and Services
- Ecological enhancements

Reason: To ensure adequate measures are in place to management landscape and ensure ecology is safeguarded (SCLP 2018 policies HQ/1, NH/2 and NH/4)

Tree Protection

33: Measures to protect any retained trees from damage during the course of development, such as protective fencing, shall be implemented before any equipment, machinery or materials are brought onto the site for the purpose of development (including demolition). The tree protection measures 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 (SCLP 2018 policies HQ/1, NH/2 and NH/4)

On-Plot Landscape Management

34. In the event that the landscaping immediately around the demise of a building approved pursuant to a Reserved Matters Application lies outside of the scope of a wider landscape

management scheme agreed pursuant to condition 31, prior to the first occupation of such a building, an individual landscape management plan for landscaping associated with that building plot, including long term design objectives, management responsibilities and maintenance schedules for all landscaped areas, shall be submitted to and approved in writing by the local planning authority. The landscaped areas shall thereafter be maintained and managed for the life of the development in accordance with the approved details.

Reason: In the interests of visual amenity and to ensure that suitable hard and soft landscape is maintained as part of the development (SCLP 2018 policies HQ/1, NH/2 and NH/4).

Landscape Failure and Replacement

35: If, within a period of 5 (five) years from the date of the planting or translocation of any tree or shrub, that tree or shrub that has been approved pursuant to Condition 17 or 28, or any tree or shrub planted as replacement for it, is removed, uprooted, destroyed or dies or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted in the same place, unless the local planning authority gives written consent to any variation to any pre-planting provision.

Reason: To ensure the provision of amenity afforded by the proper maintenance of existing and/or new landscape features (SCLP 2018 policies HQ/1, NH/2 and NH/4).

Trees and Services

36: No services (including cables, pipes, surface water drains, foul water drains and public utilities) to be installed within a root protection area of a tree canopy shall be installed until such time as full details of the position and proposed depth of excavation trenches for those services and their means of installation have been submitted to and approved in writing by the local planning authority. Development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure the protection of retained trees (SCLP 2018 policies HQ/1, NH/2 and NH/4).

Sustainability, Energy and Climate Change

Circular Economy Strategy

37. No building shall be occupied until either a Site Wide Circular Economy Strategy or a Development Area Circular Economy Strategy for the relevant part of the development has been submitted to and approved in writing by the Local Planning Authority. The approved Strategy shall be implemented in accordance with the approved details.

Reason: To accord with the SCLP 2018 policies CC/1 and CC/6.

Climate Resilience Strategy

38. Prior to, or concurrently with, the submission of the first Reserved Matters Application a Site Wide Climate Resilience Strategy shall be submitted to and approved in writing by the local planning authority. This Strategy shall set out how the development shall be designed to ensure adequate adaptive capacity for future climate change using UKCP18 (or successor versions) future weather years data based on at least a medium emission scenario,

moderate percentile (50%), for the 2030s rather than current weather data, including overheating analysis undertaken to the latest CIBSE guidelines. Details shall include frequency of review and monitoring.

Reason: In the interests of reducing carbon dioxide emissions and promoting principles of sustainable construction and efficient use of buildings (South Cambridgeshire Local Plan 2018, Policy CC/1).

Climate Resilience (RM's)

39. Each Reserved Matters Application shall demonstrate how it accords with the approved Site Wide Climate Resilience Strategy (approved pursuant to condition 38) and shall include information to demonstrate this in accordance with the Climate Change Adaptation Statement Specification attached at Annexure G. The Development shall be carried out in accordance the approved details.

Reason: In the interests of reducing carbon dioxide emissions and promoting principles of sustainable construction and efficient use of buildings (South Cambridgeshire Local Plan 2018, Policy CC/1).

Review of Sustainability Strategy and Targets

40. Within 1 (one) year following first occupation of an employment building (Use Classes B1, B2 and B8) or within 1 (one) year of full occupation of the residential component of the first relevant Reserved Matters application a Post Occupancy Sustainability Review shall be carried out and submitted to the local planning authority for approval. It shall include the results of monitoring of key performance metrics including energy, overheating, carbon emissions and water use and compare actual achieved performance levels with those measures originally set out as part of the Sustainability Statement submitted as part of the relevant Reserved Matters Application. The results of these reviews will be used to inform the preparation of future phases of development and be referenced as part of Sustainability Statements for similar Reserved Matters Applications for buildings/uses put forward for approval.

Reason: In the interests of reducing carbon dioxide emissions and promoting principles of sustainable construction and efficient use of buildings. (SCLP 2018, Policy CC/1).

Renewable Energy and District Heating Network

41. Reserved Matters Applications for buildings shall be accompanied by a Reserved Matters Renewable Energy Statement, which demonstrates how the proposals contribute towards the targets set out in the Renewable Energy Statement approved as part of each Development Area Brief by the local planning authority. This shall include details to demonstrate that at least 10% (ten per cent) of the development's total predicted energy requirements will be from on-site renewable/ low carbon energy sources and that the scheme will connect to the proposed energy centre and district heating network unless it can be demonstrated that it is not feasible to do so. The statement shall include the following details:

- a) The Site wide carbon emissions of the proposal, set out in Kg/CO₂/annum;
- b) A schedule of proposed on-Site renewable/low carbon energy technologies, their respective carbon reduction contributions, location, design and a maintenance program;

- c) A plan showing the energy centre, network route and connection point to the Site wide district heating network, high level technical specification, including any mitigation measures required to maintain amenity and prevent nuisance, and date of implementation and connection.

The proposed renewable/low carbon energy technologies shall be fully installed in accordance with the Renewable Energy Statement approved as part of each Development Area Brief by the local planning authority and be operational prior to the occupation of a relevant building, unless otherwise agreed in writing by the local planning authority. 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 (South Cambridgeshire Local Plan 2018 Policy CC/3).

Water Conservation

42. All dwellings must be designed to achieve a standard of water use of no more than 110 (one hundred and ten) litres/person/day. For all non-residential development, a water efficiency specification based on the BREEAM Wat01 Water Calculator must demonstrate the achievement of 3 (three) credits for water efficiency. These details must be provided to the local planning authority in a Water Conservation Strategy and agreed in writing prior to the occupation of development of each phase or sub-phase that involves residential dwellings.

Reason: To ensure that the development makes efficient use of water and promotes the principles of sustainable construction (South Cambridgeshire Local Plan 2018 Policy CC4).

BREEAM

43. No non-residential building shall be occupied until evidence that it will achieve BREEAM 'very good' has been submitted to and approved in writing by the local planning authority. In the event that such a rating is replaced by a comparable national measure of sustainability for building design, the equivalent level of measure shall be applicable to the proposed development.

Reason: To ensure a high standard of sustainable design and construction (South Cambridgeshire Local Plan 2018, Policy CC1).

Wellness Standard

44. Any Reserved Matters Application shall be accompanied by a HIA Conformity Checklist which sets out how the proposed development accords with the Health Impact Assessment (December 2018, as updated in April 2019). It shall have regard to the aims of achieving the Well Community Standard or such other health and wellbeing standards as otherwise agreed in writing by the local planning authority. The statement shall set out how the design team for the building will engage with stakeholders to achieve Well certification or other such standard as appropriate. Subsequent Well certification or evidence of compliance with any other agreed health and wellbeing standards/measures shall be submitted to the local planning authority upon completion of the certification process and in any event no later than 1 (one) year following first occupation of the relevant building.

Reason: To ensure that new development has a positive impact on the health and wellbeing of residents and occupiers (SCLP 2018 policy SC/2)

Surface and Foul Water

45. Prior to submission of the first Reserved Matters Application involving buildings, roads or other impermeable surfaces, a Strategic Surface Water Drainage Strategy shall be submitted to and approved in writing by the local planning authority. The Strategy shall be based on the Strategy set out in Appendix 15.2 of the Environmental Statement 'Foul and Surface Water Drainage Strategy' (December 2018) or any subsequent, revised version that has first been approved in writing by the local planning authority. The Strategy shall include phasing arrangements, details of primary infrastructure for each phase and plans for drainage asset operation, maintenance and contingency. The Strategy shall set out what information, design parameters and design details will need to be submitted at the Reserved Matters Application stage for each phase of the development. The development shall subsequently be implemented in accordance with the approved Strategy.

Reason: To ensure the delivery of a strategic Site-wide surface water solution, in order to safeguard against 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 (SCLP 2018 policies CC/7, CC/8, CC/9 and Adoption and Maintenance of Sustainable Drainage Systems in South Cambridgeshire (2016).

Surface Water Reserved Matters

46. Reserved Matters Applications shall include a Detailed Surface Water Scheme in accordance with Annexure H and which shall accord with the approved Strategic Surface Water Drainage Strategy (approved pursuant to condition 45 of this permission). The approved Detailed Surface Water Scheme shall be implemented in its entirety, fully in accordance with the approved details, prior to the occupation or use of land to which the approved Scheme relates. The Scheme as approved shall be managed and maintained thereafter in accordance with the approved details for the lifetime of the development.

Reason: In order to safeguard against 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 (SCLP 2018 policies CC/7, CC/8, CC/9 and Adoption and Maintenance of Sustainable Drainage Systems in South Cambridgeshire (2016).

Foul Water

47. Prior to the Commencement of development in Development Areas 1 or 3 a Strategic Foul Water Scheme for the management of foul water and trade effluent discharge based on the Flood Risk Assessment (December 2018) and Appendix 15.2 of the Environmental Statement 'Foul and Surface Water Drainage Strategy' (December 2018) shall be submitted to, and approved in writing by, the local planning authority. The development shall be implemented in accordance with the approved Scheme.

Reason: To prevent the deterioration of water quality in a drinking water protected area and the River Cam/Granta due to the potential volume of foul drainage and to comply with the requirements of policies (SCLP 2018 policies CC/7, CC/8, CC/9)

48. No building generating a foul water discharge shall be Commenced until such time as a scheme for that building to dispose of foul water drainage, including trade effluent, has been submitted to, and approved in writing by, the local planning authority. The scheme shall be implemented as approved.

Reason: To prevent the deterioration of water quality in a drinking water protected area and the River Cam/Granta due to the potential volume of foul drainage and to comply with the requirements of policies (SCLP 2018 policies CC/7, CC/8, CC/9)

Waste from Occupation

Waste Recycling Collection Strategy

49: Prior to the Commencement of development within a Development Area, or an area to which a Reserved Matters Application relates, a Waste Recycling Collection Strategy for that relevant area shall be submitted to and approved in writing by the local planning authority. The Strategy shall be implemented in accordance with the approved details.

Reason: To ensure sufficient on-Site waste recycling infrastructure is provided (SCLP 2018 policy TI/8).

Waste Collection, Waste Management and Minimisation

50: All Reserved Matters Applications for buildings or uses generating waste shall be accompanied by a Waste Collection and Waste Management and Minimisation Plan in accordance with the specification provided in Annexure I. No occupation shall take place in the area to which that Reserved Matters Application relates until the Plan has been approved in writing by the local planning authority. The Plan shall be implemented in accordance with the approved details.

Reason: To ensure that waste is managed sustainably during the occupation of the development (SCLP 2018 policy TI/8).

Construction

51: No development shall Commence, and no Enabling Works or Associated Works shall be undertaken, until the following have been submitted to and approved in writing by the local planning authority in accordance with Annexure J:

- Outline Construction Environment Management Plan
- Outline Construction Transport Management Plan
- Outline Construction Waste Management Plan

Prior to the Commencement of development and prior to any Enabling Works or Associated Works within an area to which a Reserved Matters Application relates the following shall be submitted to and approved in writing by the local planning authority:

- Detailed Construction Environmental Management Plan;
- Dust Management Plan; and
- Piling Method Statement (as necessary)

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

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with SCLP (2018) policies SC/10, SC/12.

Community Liaison Group

52: Prior to the Commencement of any development, Enabling Works or Associated Works, a Community Liaison Group (CLG) shall be established to engage nearby residents on impacts associated with the construction and occupation of the development. The CLG shall be administered by the applicant and its detail of operation shall include a regular meeting place, contact information, publicity and draft terms of reference. The details of the operation and membership of the CLG shall be submitted to and approved in writing by the local planning authority prior to the Commencement of development and prior to Enabling Works and Associated Works being undertaken.

Reason: In accordance with SCLP 2018 policies SC/10 and SC/12.

Construction Hours

53: Construction works shall be limited to between 0800 hours to 1800 hours Monday to Friday and between 0800 hours to 1300 hours on Saturday and at no time on Sundays, Bank Holidays or Public Holidays, unless times for particular works which are specified are otherwise agreed in writing by the local planning authority or in accordance with agreed emergency procedures for deviation.

Reason: To ensure the environmental impact of the construction of the development is adequately mitigated and in the interests of the amenity of nearby residents/occupiers (SCLP 2018 policies SC/10 and SC/12).

Imported Soils and Infill

54: No soils or infill materials (including silt dredged from watercourses) shall be imported onto the Site until it has been satisfactorily demonstrated to the local planning authority that they present no risk to human health, planting and the environment. Documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, shall be submitted to and approved by the local planning authority prior to that import.

Reason: To ensure that no contaminated material is brought onto the Site in accordance with SCLP (2018) policies

Amenity

Collection and Delivery Hours (Occupation)

55: Collection from and deliveries to any non-residential premises including any employment, retail, food or commercial uses shall only take place between the hours of 07.00 to 23.00 Monday to Saturday and 0900 to 1700 on Sunday, Bank Holidays and Public Holidays unless otherwise agreed in writing by the local planning authority.

Reason: To ensure the environmental impact of the operation of the development is adequately mitigated and in the interests of the amenity of nearby residents / occupiers (SCLP 2018 policies SC/10 and SC/12).

Delivery and Servicing Management Plans (Occupation)

56: Prior to the occupation of any non-residential premises, a Delivery and Servicing Management Plan (DSMP) shall be submitted to and approved in writing by the local planning authority. The DSMP shall include proposed details of delivery and servicing hours for the relevant occupier(s), include evidence that they have sought to agree with their delivery and servicing contractors' measures to ensure that this is undertaken outside of peak hours. The occupation of any non-residential premises shall be operated only in accordance with the approved hours of operation in the approved DSMP.

Reason: In order to ensure that peak hours traffic impacts are minimised as far as reasonably practical (SCLP 2018 policies SC/10 and SC/12).

Operational Noise and Vibration

57: Reserved Matters Applications for Development Areas 1 and 3 for non-residential development shall include noise assessments as necessary and schemes for the insulation of the building(s) and/or associated plant / equipment or other attenuation measures, in order to minimise the level of noise emanating from the said building(s) and/or plant. The schemes as approved shall be fully implemented before the uses permitted are Commenced and shall thereafter be maintained in strict accordance with the approved details.

Reason: In order to mitigate noise pollution (SCLP 2018 policy SC/10)

Bund and Residential Occupation

58: No residential property shall be occupied in Development Area 3 until such time as the details of the proposed acoustic earth bund shown on Parameter Plan 3 have been submitted to and approved in writing by the local planning authority and the bund as approved has been substantially completed in accordance with the approved details. The bund shall be retained in its approved form for the lifetime of the development.

Reason: To ensure the environmental impact of the construction of the development is adequately mitigated and in the interests of the amenity of future residents (SCLP 2018 policy SC/10).

Internal Noise Levels

59: All Reserved Matters Applications containing residential uses shall include a noise assessment and noise attenuation/ insulation scheme (having regard to the building fabric, glazing and mechanical ventilation requirements) for the residential units, to protect occupants from traffic noise from the A11, primary routes through the Site and any other alternative transport options proposed. The noise insulation scheme shall demonstrate that the external and internal noise levels recommended in British Standard 8233:2014 "Sound Insulation and noise reduction for buildings-Code of Practice" (or as superseded) shall be reasonably achievable and shall include a timescale for phased implementation, as necessary. The noise insulation scheme as approved shall be fully implemented before any dwelling hereby permitted are occupied and shall be retained in perpetuity unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that sufficient noise attenuation is provided to all residential properties to protect residents from the impact of the A428 and internal site traffic noise and safeguard the amenity and health of future residents (SCLP 2018 policy SC/10)

Operational Odour

60: The air conditioning, extraction system(s) and any other plant generating external noise installed within buildings within Use Classes A3-A4 to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification shall be appropriately maintained for the lifetime of the development,

Reason: To protect the amenities of local residents and users in accordance with SCLP 2018 policy SC/12.

Odour from Great Chesterford Sewerage Treatment Works (GCSTW)

61: Any Reserved Matters application submitted following any expansion of the GCSTW within Development Area 2 shall include an odour assessment that has been prepared in accordance with the Institute of Air Quality Management (IAQM) 'Guidance on the assessment of odour for planning'. The approved proposed odour abatement/filtration plant/technology shall be installed prior to the occupation of the building.

Reason: To protect the amenities of future occupiers in accordance with SCLP 2018 policy SC/12.

Air Source Heat Pump, Micro Wind Turbines

62: Before any air source heat pumps or micro wind turbines are installed, an assessment of the noise impact of the technology shall be submitted to and approved in writing by the local planning authority. The assessment shall consider the noise effects on the proposed residents and adjacent residential premises and include a scheme for insulation as necessary, in order to minimise the level of noise emanating from the said plant and or equipment. Any noise insulation scheme as approved shall be fully implemented before the air source heat pumps or micro wind turbines are brought into operation and they shall thereafter be maintained in accordance with the approved details and shall not be altered without prior approval from the local planning authority.

Reason: To protect the amenities of nearby residential properties in accordance with (SCLP 2018 policy SC/10)

Archaeology

63. (1) No Enabling Works or Associated Works shall take place within a Development Area, or sub area, until a programme of archaeological work in accordance with a Written Scheme of Investigation has been submitted to and approved in writing by the local planning authority.

(2) Archaeological work undertaken before any relevant Enabling Works or Associated Works should include:

- a) Submission of a Written Scheme of Investigation (WSI) that sets out the methods and timetable for the investigation of archaeological remains in the Development Area and responds to the requirements of the Local Authority archaeology brief;
- b) Completion of mitigation fieldwork in accordance with the approved WSI to discharge all pre-commencement elements of the archaeology condition and enable the commencement of development for the relevant area of land.

(3) The post-fieldwork sections of the archaeology programme for a relevant area shall be fully implemented in accordance with the timetable and provisions of the approved WSI:

- a) Completion of a Post-Excavation Assessment report and an Updated Project Design for the analytical work to be submitted for approval within 6 (six) months of the completion of fieldwork, unless otherwise agreed in advance with the local planning authority;
- b) 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 2 (two) years of the approval of the Updated Project Design, unless otherwise agreed in writing and in advance with the local planning authority;
- c) 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 6 (six) months of completion of part (3)b of this condition 64.

Reason: To secure satisfactory archaeological mitigation measures and to conserve the interest of the historic environment evidence in compliance with paragraph 199 of the NPPF and SCLP 2018 policy NH/14.

Parking

Site Wide Occupation Parking Strategy

64: Prior to, or concurrently with, the submission of the first Development Area Brief, a Site Wide Car and Cycle Parking Strategy shall be submitted to the local planning authority for approval. No occupation shall commence until such time as the Strategy has been approved in writing by the local planning authority. The Strategy shall:

- a) set car, coach, bus, cycle and motorcycle parking levels for different uses in relation to targets associated with the Site Wide Travel Plan agreed pursuant to Schedule 3 (Transport) of the Section 106 Agreement and provide a mechanism for review;
- b) provide a distribution strategy and hierarchy for all types of parking;
- c) provide principles for temporary car parking and its phasing;
- d) set levels for and principles relating to the location and type of electric vehicle charging points.
- e) provide a phasing plan for the reconfiguration of the existing conference centre car parking

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

Reason: In order to provide consistent and sustainable parking management across the Site to help minimise impact on the network and promote sustainable modes of travel (SCLP 2018 policies CC/1, TI/2, TI/3).

Parking (Reserved Matters)

65: Any Reserved Matters Application which includes parking shall be accompanied by a Parking Plan submitted to the local planning authority for its approval which details how the proposed development complies with the Site Wide Car and Cycle Parking Strategy approved pursuant to Condition 65. The Parking Plan shall be implemented before the

buildings permitted by approval of the Reserved Matters Application are first occupied and shall thereafter be maintained thereafter.

Unexpected Contamination

66. If during the course of development, contamination not previously identified is found to be present at the Site, such as putrescible waste, visual or physical evidence of contamination of fuels/oils, backfill or asbestos containing materials, then no further development within the area subject to the contamination (unless otherwise agreed in writing with the local planning authority) shall be carried out until the applicant has submitted, and obtained written approval from the local planning authority for, a remediation strategy detailing how the unsuspected contamination shall be dealt with. The remediation strategy shall be implemented in accordance with the approved details.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy SC/11 of the adopted South Cambridgeshire Local Plan 2018.

Annexures

Annexure A: Approved Documents

- Development Specification, Revision 1, dated April 2019.
- Site-Wide Sustainability Statement (BuroHappold, 5 December 2018)
- Site-Wide Energy Statement (Wellcome Campus Development Energy Statement Revision 03 (BuroHappold Engineering 5 December 2018))
- Foul and Surface Water Drainage Strategy, BuroHappold, 4 December 2018
- Flood Risk Assessment and Surface Water Drainage Strategy (Environmental Statement Appendix 15.1, BuroHappold December 2018)
- Quod Health Impact Assessment of December 2018

Annexure B: Development Area Brief Specification

The submitted Development Area Briefs shall include the following details, unless otherwise agreed in writing by the local planning authority:

- a) Plans on an ordnance survey base at 1:500 indicating the layout of the development proposed which shall show:
 - i. The footprint of development parcels or blocks in that Development Area including the spatial distribution and mix of the principal land uses of residential, retail, employment, leisure, community use and open space;
 - ii. Location of any 'Marker' buildings and features;
 - iii. Maximum block heights;
 - iv. Location of public space, play space and key pedestrian and cycle linkages to those spaces and open spaces / community facilities outside of the site boundary;
 - v. Principles of car parking provision, including location and the anticipated maximum number of spaces in accordance with the Site Wide Parking Strategy;
 - vi. Street layout including pedestrian and cycle linkages;
 - vii. Public transport routes and infrastructure including phasing and bus priority measures;
 - viii. Junctions of proposed roads within the Site that adjoin the existing highway and are not covered by the details approved by condition
- b) Details of:
 - i. The general proportion and distribution of market, Campus Affordable (as defined in the Section 106 Agreement) and family housing, including any custom build or specialist housing that may be necessary;
 - ii. The proposed floor area schedule including maximum floor areas by land-use type; and
 - iii. For Development Areas 1 and 3, identify the location of the Primary School, as agreed with Cambridgeshire County Council pursuant to the Section 106 Agreement.
- c) Landscape strategy setting out:
 - i. How the landscape proposals will achieve not less than 10% (ten per cent) biodiversity net gain
 - ii. General arrangements / areas of soft landscaping;
 - iii. Phasing of landscape, including delivery of the acoustic bund, in relation to the development;
 - iv. The design of SuDS features;
 - v. Suitable planting species and planting strategy in general accordance with Section 6 of the Design and Access Statement;

- vi. Lighting guidance considering the protection of habitats and minimising light pollution;
 - vii. Signage and advertising;
 - viii. Interim treatment of areas pending development
- d) Visual analysis of the maximum block heights to include perspectives and sections which extend beyond the site boundary in locations which would be visible from the ES viewpoints as out in Volume III of the ES (April 2019).
- e) Measures for dealing with infrastructure and safeguarding within the site (for example public transport routes, bus priority, drainage and utilities connections)
- f) Open space locations
- g) Assessment of impacts on daylight/sunlight
- h) An Inclusive Access Strategy
- i) Green Infrastructure Statement
- j) Landscape and Ecological Management Plan (as required by Condition 31) shall include:
- i. Full details of appropriate habitat and species surveys, and reviews where necessary, to identify areas of importance to biodiversity including updated badger surveys (including methods such as bait marking and use of trail cameras if required) to define badger mitigation requirements.
 - ii. Details of measures to ensure protection and suitable mitigation to all legally protected species and those habitats and species identified as being of importance to biodiversity
 - iii. Identification of habitats and species worthy of management and enhancement together with the setting of appropriate conservation objectives for the site. Prescriptions shall be provided to detail how habitat and species management and enhancement shall be provided alongside measures to provide habitat restoration and creation to deliver targets in the Cambridgeshire and UK Biodiversity Action Plans such as: the provision of bat and bird boxes on buildings and on trees around the site; the provision of other nesting features for bird species such as bird ledges; reptile hibernacula including small log and rubble piles; the management of grassland; the provision of buffer zones alongside the woodlands/plantations, including rough grassland strips, scrub and shrub planting and pollard willows
 - iv. A summary work schedule table, confirming the relevant dates and/or periods that the prescriptions and protection measures shall be implemented or undertaken by within.
 - v. A programme for Monitoring/Environmental Audits to be carried out 4 (four) times annually during the construction phase, which shall include a further survey of fauna as appropriate.
 - vi. Confirmation of suitably qualified personnel responsible for over-seeing implementation of the ECMP commitments, such as an Ecological Clerk of Works, including a specification of role.

- vii. A programme for long-term maintenance, management and monitoring responsibilities for a period of 25 (twenty-five) years to ensure an effective implementation of the ECMP ensuring periodic review of the objectives and prescriptions and reporting measures regarding biodiversity gain.
 - viii. It shall encompass all publicly accessible spaces, areas of structural edge planting, bunding, woodland and all retained and enhanced vegetation to be delivered/managed within the respective development area.
- k) Design Statement including:
 - i. Design Principles
- l) Transport and Parking Statement which accords with the approved Site Wide Parking Strategy
- m) Sustainability Strategy, covering the relevant sustainability measures for that Development Area
- n) Renewable Energy Statement:
 - i. That demonstrates that not less than 10% (ten per cent) of predicted Site wide total energy requirements shall be supplied through low and zero carbon technologies.
- o) Statement of Conformity (as required by Condition 17), to cover how the proposals contained within the Development Area Brief conform to the following:
 - a. Development Principles;
 - b. Parameter Plans;
- p) Transport Mitigation Strategy, setting out the transport measures that are relevant to the relevant Development Area, having regard to the timing and triggers as set out in Schedule 3 (Transport) of the Section 106 Agreement.

Annexure C, Design Guide Specification

A Design Guide for each Development Area or sub area shall be prepared in accordance with the principles established by this planning permission. The following sets out the requirements of the Design Guide which shall provide both strategic and detailed elements:

- a. The character, mix of uses, heights and density established through the approved Parameter Plans at the outline stage to include the layout of blocks and the structure of public spaces and nodes for key transport interchanges;
- b. 10% (ten per cent) of dwellings to be Cat M4(3) (wheelchair accessible);
- c. Accessibility and inclusive design principles across the Site;
- d. The street hierarchy, typical street cross-sections including street trees;
- e. Block principles to establish use, density and building typologies including a design approach to vertical mixed-use buildings and co-working spaces;
- f. Design principles for primary frontages, access, fronts and backs and threshold definition;
- g. Housing design framework;
- h. Roofscape;
- i. The public realm (roads, paths, open spaces) including guidance for the character and design of key areas of public realm within the Site, such as the Common, the Valley, the Communal Gardens and Green Corridors and key transport interchange points, having regard to the design intent as set out in section 6 of the Design and Access Statement;
- j. An integrated and multi-disciplinary design for the A1301 including: informal and formal crossing points; traffic calming measures; surfacing; cycle and pedestrian routes; signage; lighting; landscaping; boundary treatments and adjacent plots/frontages. To encompass the Site including land to the north of the new northern roundabout, including the existing roundabout and adjacent plots/entrance, to the new southern access, delivering a traffic calmed and pedestrian/cycle friendly 30mph (thirty miles per hour) zone;
- k. Lighting, signage, wayfinding, utilities, CCTV and any other street furniture;
- l. Measures to demonstrate how opportunities to maximise resource efficiency and climate change adaptation in the design of development will be achieved through external, passive means, such as landscaping, orientation, massing, and external building in accordance with the approved Sustainability Statement;
- m. A materials palette for buildings and the public realm;
- n. The incorporation of ancillary infrastructure such as pipes, flues, vents, meter boxes, fibres, wires and cables required by statutory undertakers and as part of building design;
- o. Waste and recycling provision for all main building types;
- p. The provision of private amenity spaces;
- q. Pedestrian, cycle way and shared space guidance;

- r. Typical design details or minimum specifications for play space, play equipment, street furniture, seating, lighting, surface materials, access, retaining structures, handrails, parapets and tree pits providing a coordinated palette of materials;
- s. A design guide review procedure and how this is triggered

Annexure D, Reserved Matters Specification

The following shall be submitted with each Reserved Matters Application, unless otherwise agreed in writing by the local planning authority:

1. A statement and such other material as may reasonably be necessary to demonstrate that the Reserved Matters Application accords with the approved Development Area Brief for that Development Area;
 2. Details of layout, scale, appearance, means of access and materials to be used;
 3. A statement of participation with neighbouring and other affected residential and business owners and occupiers;
 4. An inclusive Access and Design Statement (which shall demonstrate compliance with the requirements of the Site Wide Inclusive access strategy);
 5. A planning statement setting out how the application is in accordance with relevant planning policy;
 6. Development context drawings showing development pursuant to Reserved Matters approvals or the maximum parameters of the development;
- A Reserved Matters Application which includes the erection of a building(s) shall include the following:
 - a) A sunlight/daylight assessment (in respect of any building comprising or adjacent to a residential use)
 - b) A Sustainability Statement (as per Annexure B)
 - c) A Renewable Energy Statement (as per Annexure B)
 - d) A Water Resource Statement
 - e) Details of sustainable construction measures
 - f) Details of waste and recycling facilities (as per Annexure H)
 - g) Details of plant
 - h) Noise and vibration mitigation measures incorporated into the design of the building
 - i) Drawings of an appropriate scale showing the finished floor levels for each building;
 - j) Details of external lighting
 - k) Construction details
 - l) Open space sports and other provision in accordance with obligations/requirements in the Section 106 Agreement.
 - m) Minimum residential amenity space/play space etc based on predicted population and demographic for each block in accordance with obligations/requirements in the Section 106 Agreement.

Each Reserved Matters Application shall include hard and soft landscaping and the following details, where relevant:

- a) Full details of planting plans and written specifications, including cultivation proposals for maintenance and management associated with plant and grass

establishment, details of the mix, size, distribution, density and levels of all trees/hedges/shrubs to be planted, proposals for irrigation (of no less than 3 (three) years) and the proposed time of planting. The planting plan shall use botanic names to avoid misinterpretation. The plans should include a full schedule of plants.

- b) 1:100 plans (or at a scale otherwise agreed) with cross-sections of mounding, ponds, ditches and swales and proposed treatment of the edges and perimeters of the site.
- c) The landscape treatment of roads (primary, secondary, tertiary and green corridors) through the development.
- d) A specification for the establishment of trees within hard landscaped areas including details of space standards (distances from buildings etc.), tree pit details, 3D cellular confinement systems or structural soils, specification/cross section of tree pits/trenches.
- e) The planting and establishment of the landscape typologies as defined by Key Parameter Plan 3.
- f) Full details of any proposed alterations to existing watercourses/ drainage channels.
- g) Details and specification of proposed earth modelling, mounding, re-grading and/or embankment areas or changes of level across the part of the site to which the Reserved Matters Application relates to be carried out including soil quantities, topsoil storage to BS 3882:2007, haul routes, proposed levels and contours to be formed, sections through construction to show make-up, and timing of works. The topographical plan shall have regard to the Site wide approved topography plan
- h) Full details, including cross-sections, of all bridges and culverts.
- i) The location and specification of minor artefacts and structures, including furniture, refuse or other storage units, signs and lighting columns/brackets.
- j) 1:200 plans (or at a scale otherwise agreed) including cross sections, of roads, paths and cycleways.
- k) Details of all hard surfacing materials (size, type and colour)

RM Ecological Enhancements

A Reserved Matters Application shall include a Detailed Ecological Measures Implementation Plan (EMIP) that demonstrates how it accords with the aims and objectives of the LEMP. It shall detail which specific ecological measures are proposed and the timing for their delivery and include consideration of 20m+ buffer zones retained undisturbed from active badger sett entrances (including protection from enabling work, landscaping, etc.); retention/precautionary approach for inactive badger sett entrances; connected foraging habitat and suitable vegetated dispersal corridors for badger to be a priority within green infrastructure in accordance with commitments in the update letter; details of connectivity measures such as badger tunnels to be provided; and appropriate long-term habitat and landscape management to maintain and create badger habitat. No development shall commence within the part of the Site to which the Reserved Matters Application relates until such time as the EMIP has been approved in writing by the local planning authority. The ecological measures shall be carried out in accordance with the approved details and timing of delivery.

Annexure E, Site Wide Lighting Strategy Specification

The Site Wide Lighting Strategy shall set out the design and operational principles for lighting to be installed in the public realm, for buildings and for car parking which shall be in accordance with, as appropriate, Institute of Lighting Professionals 'Guidance Notes For Reduction of Obtrusive Light' (GN01:2011), BS 5489-1:2003:A2: 2008 Code of practice for the design of road lighting - Part 1: Lighting of roads and public amenity areas, BS EN 13201-2:2003 Road Lighting - Part 2: Performance requirements, the CJE (International Commission on Illumination) Report: "Guide on the Limitation of the Effects of Obtrusive Light from Outdoor Lighting Installations" and the "Lighting in the Countryside: Towards Good Practice" published by the Countryside Commission/DOE. Lighting shall be designed to optimise energy use, subject to security, aesthetics and wayfinding objectives, through dimmed and timed systems.

Annexure F, Early Landscape Works Specification

The Early Landscape Works Specification shall have regard to the Indicative Early Landscape Works Plan WGC-ARP-XX-XX-DR-AX-9 Rev 0 and shall take into account the assumptions made in Table 10.12 of the Environmental Statement and shall include:

- a) Full details of the phased removal and replanting of existing vegetation where practical, including a methodology for transplanted trees and their subsequent management. The phased removal shall be set out in relation to the expected timing and delivery of development within Development Areas 1 and 3;
- b) Full details of planting plans for new planting including written specifications, details of the mix, size, distribution, density and levels of all trees/hedges/shrubs to be planted. The planting plan shall use botanic names to avoid misinterpretation. The plans should include a full schedule of plants and shall have regard to para. 6.5.4 of the Design and Access Statement;
- c) Proposals for irrigation.
- d) 1:100 plans (or at a scale otherwise agreed) with cross-sections of mounding, ponds, ditches and swales and proposed treatment of the edges and perimeters of the site;
- e) Full details of any proposed alterations to existing watercourses/drainage channels;
- f) Details and specification of proposed earth modelling, mounding, re-grading and/or embankment areas or changes of level across the site to be carried out including soil quantities, topsoil storage to BS 3882 : 2007, associated with the Early Landscape Works (pursuant to condition 28);
- g) Details for the management and protection of the Early Landscape Works in accordance with the relevant British Standard.

Annexure G, Climate Change Adaptation Statement Specification

Reserved Matters Applications shall be accompanied by a Climate Change Adaptation Statement for the approval of the local planning authority including (but not limited to) how the following measures have been considered as part of the design:

- a) Maximising the design of green and blue spaces to help reduce the effect of the urban heat island and to provide cool, shaded outdoor spaces for public use.
- b) Water sensitive design including rainwater gardens to reduce the risk of surface water flooding.
- c) Large canopy deciduous trees along streets and in the public realm to provide shade and evaporative transpiration, with occasional use of evergreens to provide improved shelter from winter wind.
- d) Inclusion of green roofs, to provide additional evaporative transpiration and reduce heat absorption while offering additional biodiversity benefits.
- e) Permeable paving and rain gardens, especially on residential streets.
- f) Where possible promoting narrow plan, double aspect buildings oriented and shaded to minimise overheating.
- g) Residential units set back from main roads wherever possible and buffered by street trees to allow windows to be opened.
- h) The use of lighter coloured materials with increased albedo (reflection coefficient) to reduce heat absorption and its impact on the urban heat island effect. This applies in particular to exterior building materials (e.g. light-coloured brick), as well as materials used for pathways and principal areas of hard landscaping.
- i) Building design, including orientation, ventilation, shading, thermal mass, materials and cooling

Annexure H, Surface Water Reserved Matters Specification

The Detailed Surface Water Scheme shall demonstrate how the management of water within the area of the Site to which the Reserved Matters Application relates accords with the approved details of the Strategic Surface Water Drainage Strategy (condition 45). The scheme shall be based upon a SuDS hierarchy, including an assessment of the potential for disposing of surface water by means of a sustainable drainage system in accordance with the principles set out in 'The SuDS Manual CIRIA C753' the NPPF, associated NPPG and the non-statutory technical standards for sustainable drainage systems.

The results of the assessment shall be provided to the local planning authority. The system should be designed such that there is no surcharging for a 1 (one) in 30 (thirty) year event and no internal property flooding for a 1 (one) in 100 (one hundred) year event + 40% (forty per cent) allowance for climate change. Infiltration systems shall only be used where it can be demonstrated that they will not pose a risk to groundwater quality. The submitted details shall:

- a) provide information about the design storm period and intensity, the method employed to delay and control the surface water discharge rate and volume from the Site and the 2 (two) treatment stages used to prevent pollution of the receiving groundwater and/or surface waters; and
- b) provide details of infiltration testing to BRE 365 in locations where infiltration will be utilised; and
- c) provide a plan indicating flood exceedance routes, both on and off Site in the event of a blockage or rainfall event that exceeds the designed capacity of the system; and
- d) provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime. Including: details of land ownership; maintenance responsibilities; a description of system; the identification of individual assets, services and access requirements; details of routine and periodic maintenance activities.

Details of phasing during drainage operations and construction shall also be included.

Annexure I, Waste Collection and Waste Management and Minimisation Plan

This shall include the completed RECAP Waste Management Design Guide Toolkit and supporting reference material, addressing the management of municipal waste generation during the occupation stage of the development. It must demonstrate how waste will be managed in accordance with the requirements of the RECAP Waste Management Design Guide Supplementary Planning Supplementary Planning Document 2012 and the principles of the waste hierarchy, thereby maximising waste prevention, re-use and recycling from domestic households and commercial properties and contributing to sustainable development. It should include:

- a) A completed RECAP Waste Management Design Guide Toolkit and supporting
- b) Reference material
- c) A detailed Waste Audit to include anticipated waste type, source, volume, weight etc. of municipal waste generation during the occupation stage of the development
- d) Proposals for the management of municipal waste generated during the occupation stage 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 materials; access to storage and collection points by users and waste collection vehicles
- e) Arrangements for the provision, on-site storage, delivery and installation of waste containers prior to occupation of any dwelling
- f) Proposals for the design and provision of temporary community recycling (bring) facilities, including installation, ownership, on-going management and maintenance arrangements
- g) Arrangements for the efficient and effective integration of proposals into waste and recycling collection services provided by the Waste Collection Authority
- h) A timetable for implementing all proposals
- i) Provision for monitoring the implementation of all proposals

Annexure J, Construction and Environmental Management

Construction Environmental Management Plan (CEMP)

A CEMP shall be prepared for each area to which a Reserved Matters Application relates and shall have regard to the Outline Construction Environmental Management Plan provided at appendix 6.1 of the Environmental Statement and include:

- a) Details of the proposed earthworks including method statement for the stripping of topsoil for reuse, the raising of land levels (if required) and arrangements for the temporary topsoil storage to BS3882:2007.
- b) Archaeological protection and mitigation measures to be implemented during the construction process
- c) Measures to ensure that any soils brought to the Site are free of the seeds / root / stem of any invasive plant covered under the Wildlife and Countryside Act 1981.
- d) Details of haul routes within the relevant parts of the Site
- e) A plan specifying the area and siting of land to be provided for parking, turning, loading and unloading of all vehicles visiting the relevant parts of the Site and siting of the contractor's compound during the construction period to be agreed on a phased basis
- f) Noise and vibration (including piling) impact / prediction assessment, monitoring and recording protocols / statements and consideration of mitigation measures in accordance with the provisions of BS5228 (2009): Code of practice for noise and vibration control on construction and open site – Part 1 and 2 (or as superseded)
- g) Where relevant, results of a noise assessment of the potential impact of construction noise on any significantly affected residential properties and details of suitable mitigation measures as appropriate (in accordance with relevant standards and best practice)
- h) Maximum noise levels and required mitigation for construction equipment, plant and vehicles
- i) Details of best practice measures to be applied to prevent contamination of the water environment during construction; including a scheme to treat and remove suspended solids from surface water run-off during construction
- j) Measures for soil handling and materials handling
- k) Details of concrete crusher if required or alternative procedure
- l) Site lighting for the relevant part of the Site, including for cranes and consultation with the Imperial War Museum.
- m) Screening, hoarding and security fence details
- n) Access and protection arrangements around the Site for pedestrians, cyclists and other road users
- o) Procedures for interference with public highways
- p) External safety and information signing notices
- q) Community liaison strategy, including:
 - a. Liaison, consultation and publicity arrangements, including dedicated points of contact
 - b. Complaints procedures, including complaints response procedures
- r) Membership of the considerate contractors' scheme.
- s) The provision of safe walking and cycling routes through the construction site linking to the Wellcome Campus and Hinxton Village.
- t) Piling method statement detailing mitigation measures, where piling is proposed.
- u) Measures to safeguard the groundwater from pollution
- v) the location of all concrete batching plant;
- w) loading and unloading points;
- x) waste sorting and despatch facilities; and
- y) contractor parking areas for plant and vehicles

Construction Transport Management Plan (CTMP)

The CTMP for the relevant stage of the development shall include the following objectives:

- a) Contractor's access arrangements for vehicles, plant and personnel including the location of construction traffic routes to and from the Site, details of their signing, monitoring and enforcement measures;
- b) minimise the impact of road-based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of Site operation;
- c) identify any highway works required to accommodate construction traffic;

A Travel Plan setting out measures to encourage Site operatives and visitors to travel to and from the Site using sustainable means of transport, including measures to:

- d) minimise the number of private car trips to and from the Site (both workforce and visitors) and identifying control mechanisms for car use and parking; and
- e) assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity.

The CTMP shall include as a minimum the following information:

- a) delivery/collection construction vehicles would only access the site between 10:00 and 16:00, unless otherwise agreed in writing by the local planning authority;
- b) the arrangements for liaison with the relevant highway authorities and emergency services;
- c) the method for applying for approvals for Off Site highway works;
- d) road closures implementation and management
- e) direction signing to worksites;
- f) workforce distribution, mode share and assignment to include proposals for transport provision for movement of construction workforce;
- g) rail station servicing to support workforce travel arrangements by rail;
- h) Off Site parking issues;
- i) parking provision and control for construction workers' motor cars and vans used to travel to the Site
- j) provision for walking and cycling;
- k) lorry holding areas;
- l) driver standards and enforcement within the construction sites and on the highway;
- m) monitoring.

Construction Waste Management Plan (CWMP)

The objectives of the CWMP shall be to ensure all waste arising from the construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The CWMP shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The CWMP shall include as a minimum the following information:

- a) classification of all waste including hazardous waste according to current legislative provisions;
- b) performance measurement and target setting against estimated waste forecasts;
- c) reporting of project performance on quantities and options utilised;
- d) measures to minimise waste generation;
- e) opportunities for re-use or recycling (targets);
- f) provision for the segregation of waste streams on the Site that are clearly labelled;
- g) licensing requirements for disposal sites;
- h) an appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- i) measures to avoid fly tipping by others on lands being used for construction.
- j) returns policies for unwanted materials;
- k) measures to provide adequate training and awareness through toolbox talks; and

Dust Management Plan

A scheme for dust monitoring, including:

- a) The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- b) The frequency and other arrangements for dust monitoring; and
- c) The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the local planning authority.

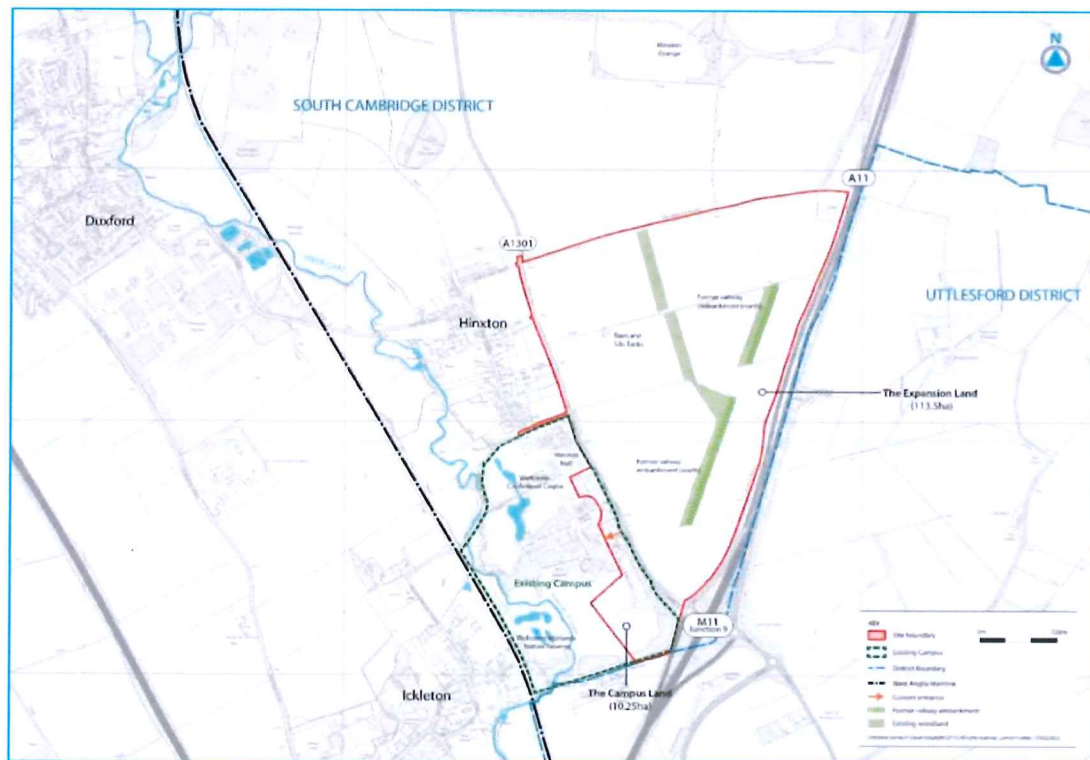
Piling Method Statement

Piling, including impact piling, or any other foundation designs and investigation boreholes using penetrative methods shall not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the Site where it has been demonstrated via a piling risk assessment that there is no resultant unacceptable risk to groundwater and where it has been demonstrated that impact piling would not give rise to unacceptable amenity impacts. The development shall be carried out in accordance with the approved details.

Annexure K

‘Existing Campus’: Extract from Figure 3.1 of Chapter 3 ‘Site Description’ of the Environmental Statement accompanying the application

Figure 3.1 Site Context



Informatives

Anglian Water

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.

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.

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.

Protection of existing assets - 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.

Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water.

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.

Cadent Gas/National Grid

Due to the presence of Cadent and/or National Grid apparatus in proximity to the specified area, the contractor should contact Cadent Plant Protection before any works are carried out to ensure the apparatus is not affected by any of the proposed works:
plantprotection@cadentgas.com.

Cambridgeshire County Council: Public Rights of Way

Public Byway No. 3 and Public Footpath No. 2 Hinxtun must remain open and unobstructed at all times. Building materials must not be stored on Public Rights of Way and contractors' vehicles must not be parked on it (it is an offence under s 137 of the Highways Act 1980 to obstruct a public Highway). Landowners are reminded that it is their responsibility to maintain boundaries, including trees, hedges and fences adjacent to Public Rights of way, and that any transfer of land should account for any such boundaries (s154 Highways Act 1980). The granting of planning permission does not entitle a developer to obstruct a Public Right of Way (Circular 1/09 para 7.1).

Environment Agency Informatives

The applicant is advised to seek advice regarding the establishment of the proposed energy centre. Large combustion facilities are also likely to require permission from the EA, especially if the fuel source will be waste materials, or meet the criteria specified under the Medium Combustion Plant Directive or Generator Regulations (part of the Environmental Permitting (England and Wales) Regulations 2016, as amended). The latest guidance on this can be found here: <https://consult.environment-agency.gov.uk/psc/mcp-and-sg-regulations/>. The applicant should refer to the Definition of Waste: Code of Practice with regard to any proposed re-use of waste on site: <https://www.claire.co.uk/projects-and-initiatives/dow-cop>. It is worth bearing in mind that a communal waste storage/collection area, especially if managed by a third party, may be viewed as a waste transfer station for which an Environmental Permit would be required. If this may be relevant to this development, a pre-application advice form should be completed: <https://www.gov.uk/government/publications/environmental-permit-pre-application-advice-form>. To avoid any confusion, with regard to the Environmental Statement Chapter 17 paragraph 17.2.6, the Environmental Permitting (England and Wales) Regulations 2016 as amended do not just apply to hazardous substances as stated. They cover the storage and treatment of non-hazardous wastes for example.

Imperial War Museum, Duxford

The site is within the flightpath of the Imperial War Museum (IWM) at Duxford. The IWM must be notified of any intention to use cranes and restrictions should be negotiated to ensure minimum negative impact on both parties, e.g. ensuring cranes are lit, only erected for a certain amount of time etc.

Lead Local Flood Authority Informatives

The infiltration features should be sized by the minimum rate obtained from the infiltration testing. The current proposals are based on the average from the testing. The designated infiltration areas across the site should have infiltration testing within the area they will be placed. This is due to the large-scale nature of the development and the variance of infiltration rates can be quite different over short distances with local geological changes. 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:

<https://www.cambridgeshire.gov.uk/business/planning-and-development/water-minerals-and-waste/watercourse-management>

Please note the council does not regulate ordinary watercourses in Internal Drainage Board areas. 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. All green roofs should be designed, constructed and maintained in line with the CIRIA SuDS Manual (C753) and the Green Roof Code (GRO). 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.

Natural England

The developer should appoint an appropriately experienced soil specialist to advise on and supervise soil handling, including identifying when soils are dry enough to be handled and how to make the best use of the different soils on the site. Further guidance is available in Defra 'Construction Code of Practice for the Sustainable Use of Soils on Construction Sites' and it is recommended that this is followed.

SCDC Proposed Residential Road Traffic Noise Insulation Scheme Informative

To satisfy the noise insulation scheme condition for the residential building envelope and traffic noise, the applicant / developer must ensure that the residential units at are acoustically protected by a noise insulation scheme, to ensure the internal noise level within the habitable rooms, and especially bedrooms comply with British Standard 8233:2014 "Sound Insulation and noise reduction for buildings-Code of Practice" derived from the World Health Organisation Guidelines for Community Noise: 2000. The code recommends that a scheme of sound insulation should provide internal design noise levels of 30 LAeq (Good) and 40 LAeq (Reasonable) for living rooms and 30 LAeq (Good) and 35 LAeq (Reasonable) for bedrooms. Where sound insulation requirements preclude the opening of windows for rapid ventilation and thermal comfort / summer cooling, acoustically treated mechanical ventilation may also need to be considered within the context of this internal design noise criteria. Compliance with Building Regulations Approved Document F 2006: Ventilation will also need consideration.

SCDC Commercial Use Noise informative:

To satisfy the Commercial Use Operational Noise Impact/Insulation condition, the noise level from all powered plant, vents and equipment, associated with this application that may operate collectively and having regard to a worst case operational scenario (operating under full power / load), should not raise the existing lowest representative background level dB LA90,1hr (L90) during the day between 0700 to 2300 hrs over any 1 hour period and the existing lowest background level dB LA90, 15mins (L90) during night time between 2300 to 0700 hrs over any one 15 minute period by more than 3 dB(A) respectively (i.e. the rating level of the plant needs to match or be below the existing background level), at the boundary of the premises subject to this application (or if not practicable at a measurement reference position / or positions in agreement with the LPA) and having particular regard to noise sensitive premises. The appropriate correction factors need to be applied to any characteristic acoustic features in accordance with BS4142 2014.

This is to guard against any creeping background noise in the area and to protect the amenity of the area, preventing unreasonable noise disturbance to other premises.

To demonstrate this requirement it is recommended that the agent/applicant submits a noise prediction survey/report in accordance with the principles of BS4142: 2014 "Method for rating industrial noise affecting mixed residential and industrial areas" or similar. In addition to validate /verify any measured noise rating levels, noise levels should be collectively predicted at the boundary of the site having regard to neighbouring residential premises.

Such a survey / report should include: a large scale plan of the site in relation to neighbouring noise sensitive premises; with 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 (background L90) and hours of operation. Any report shall include raw measurement data so that conclusions may be thoroughly evaluated and calculations checked. Any ventilation system with associated ducting should have anti vibration mountings.

SCDC Operational Noise Informative

A noise and vibration assessment of Operational Noise' including mitigation/insulation scheme for non-residential use classes (e.g. Research and development areas, retail units, energy centres, waste recycling facilities, community buildings, recreational uses such as sports and games areas and any associated operational plant and equipment) will have due regard to and shall be in accordance with industry best practice / technical guidance including DEFRA's Noise Policy statement for England (as referenced in the NPPF, March 2012) and South Cambridgeshire District Council's Supplementary Planning Document - "District Design Guide: High Quality and Sustainable Development in South Cambridgeshire", Adopted March 2010: Chapter 10 - Environmental Health & in particular Appendix 6: Noise downloadable from:

<https://www.scambs.gov.uk/planning/local-plan-and-neighbourhood-planning/the-adopted-development-plan/local-development-framework/district-design-guide-spd/>

SCDC Noise Impact Informative

Any noise/vibration assessment and noise insulation scheme required must have due regard given to current government / industry standards, best practice and guidance and South Cambridgeshire District Council's Supplementary Planning Document - "District Design Guide: High Quality and Sustainable Development in South Cambridgeshire", Adopted March 2010: Chapter 10 - Environmental Health & in particular Appendix 6: Noise" downloadable from:

<https://www.scambs.gov.uk/planning/local-plan-and-neighbourhood-planning/the-adopted-development-plan/local-development-framework/district-design-guide-spd/>

Further advice can be obtained from Nick Atkins, Environmental Health Officer, Health & Environmental Services Telephone No: 01954 713145

Reasons for Approval

In reaching its decision, the local planning authority has recognised that the following harm and conflict with the South Cambridgeshire Local Plan 2018 would arise from the proposal: conflict with the spatial and employment strategy of the local plan; the impact of the proposal on the surrounding landscape; the setting of nearby heritage assets to which considerable weight - with reference to the statutory considerations as set out in section 66(1) and section 72(1) of the Town and Country Planning (Listed Buildings and Conservation Areas) Act 1990 - has been given; and to the loss of a significant extent of agricultural land. In these respects, the local planning authority has recognised that the proposal fails to accord with relevant South Cambridgeshire Local Plan 2018 policies as set out within the 24 October 2019 Planning Committee report. The harm identified results in conflict with the development plan as a whole and this conflict has been given substantial weight.

However, in deciding to approve the proposal, the local planning authority recognises that the application would result in significant economic benefit both locally and nationally, would provide opportunity for significant health benefits to society to arise and provide a platform for the site to become the international centre for cultural and educational activities emanating from genomes and biodata. The local planning authority also recognises that the proposal is needed urgently, that the Existing Campus is currently full and could not be located elsewhere in the UK.

In the view of the local planning authority, whilst recognising the significant harm caused and policy conflicts derived from the proposed development, and mindful of all environmental impacts arising from the development as set out in the associated Environmental Impact Assessment submitted as part of the application pursuant to the Town and Country Planning (EIA) Regulations 2017, having regard in particular to the Case for Growth and the urgent economic need for the development in the location proposed, these other considerations outweigh the substantial level of harm identified. The proposed development would bring about significant economic and social benefits in the national interest. The balance of these benefits in the circumstances of this application weighs in favour of grant of planning permission and outweigh the conflict within the development plan and the harm that in landscape, heritage and agricultural terms the development would cause.

Having taken into account the provisions of the development plan, NPPF and NPPG guidance, the statutory requirements of section 66(1) and section 72(1) of the Town and Country Planning (Listed Buildings and Conservation Areas) Act 1990, the views of statutory consultees, Parish Councils and wider stakeholders, as well as all other material planning considerations, including the outcome and implications of the AgriTech appeal S/4099/17/OL, the proposed development is approved.

Authorisation

Stephen Kelly Signature and Date

Notes

Working with the applicant

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

General

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.

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. 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.

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.

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 South Cambridgeshire District Council. Unregistered addresses cannot be passed to Royal Mail for allocation of postcodes. Applicants can find additional information, a scale of charges and an application form at www.scambs.gov.uk/snn. Alternatively, applicants can contact the Address Management Team: call 08450 450 500 or email address.management@scambs.gov.uk. Please note new addresses cannot be assigned by the Council until the footings of any new buildings are in place.

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

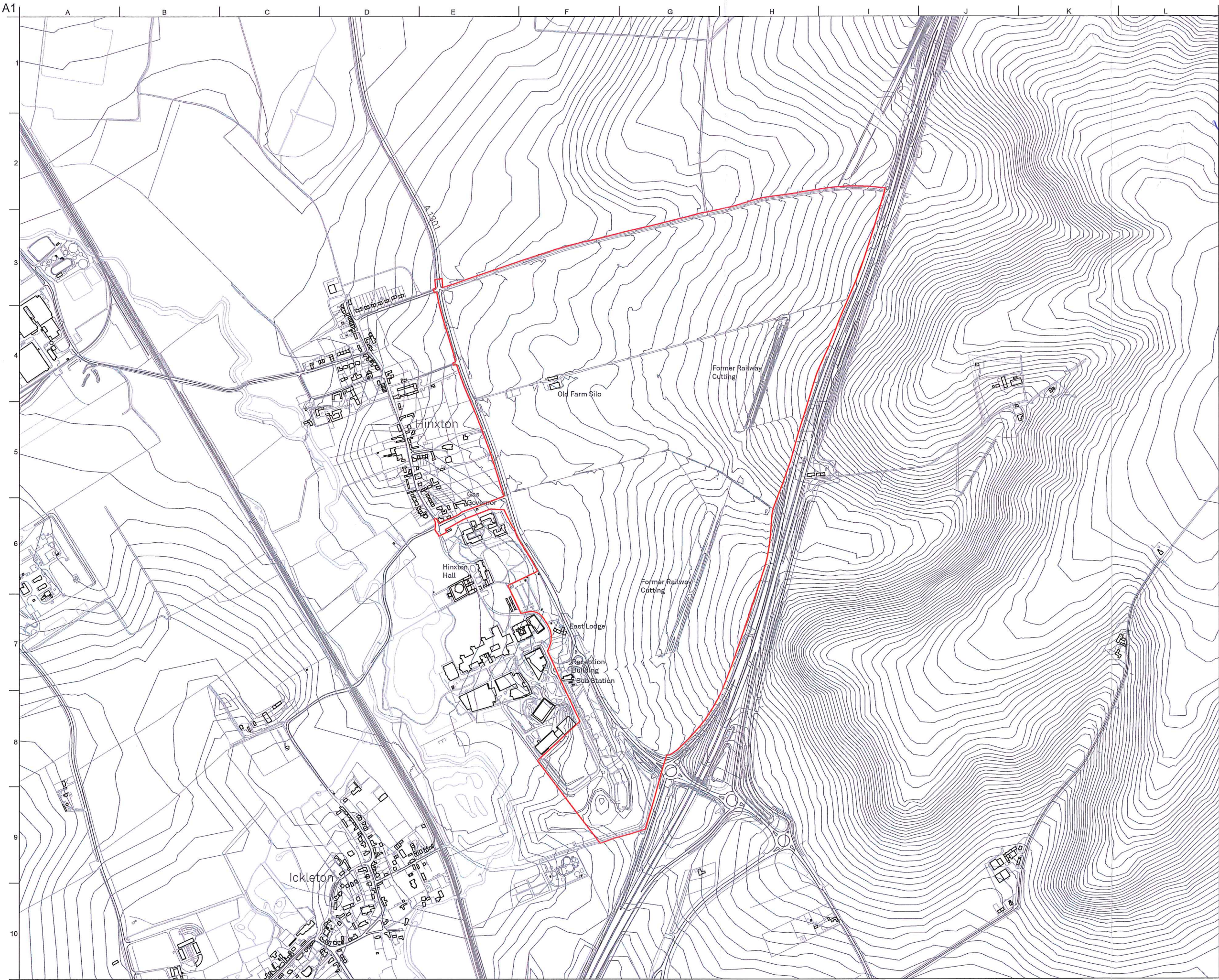
PLANS

Site Plan

Campus Plan

Parameter Plan 1 - showing Development Area 1, Development Area 2 and Development Area 3

Parameter Plan 5 – showing highway improvements



Legend

Planning application boundary

P01	15 / 11 / 18	0
Issue	Date	Revision

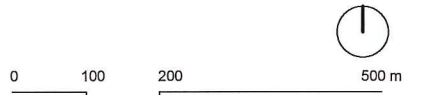
ARUP

13 Fitzroy Street
London W1T 4BQ
Tel +44(0)20 7636 1531
Fax +44(0)20 7580 3924
www.arup.com

Client
Wellcome

Project Title
WELLCOME GENOME
CAMPUS DEVELOPMENT

Drawing Title
EXISTING SITE PLAN



Scale at A1 1:5000 **Scale at A3** 1:10000

Discipline Masterplanning

Drawing Status Information

Job No 256980-01	Revision 0
----------------------------	----------------------

Name
WGC-ARP-XX-XX-DR-AX-2

A1

A

B

C

D

E

F

G

H

I

J

K

L

1

2

3

4

5

6

7

8

9

10

A1301

Hinxton

Hinxton
Hall

Ickleton

Legend

- Planning application boundary
- Existing Campus
- Campus Land (10.25 ha)
- Expansion Land (113.05 ha)
- Highways Land (4.3 ha)

P01	27 / 11 / 20		0
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Issue	Date	Revision
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ARUP

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www.arup.com

Client

Wellcome

Project Title

WELLCOME GENOME
CAMPUS DEVELOPMENT

Drawing Title

EXISTING SITE AREA
BREAKDOWN PLAN



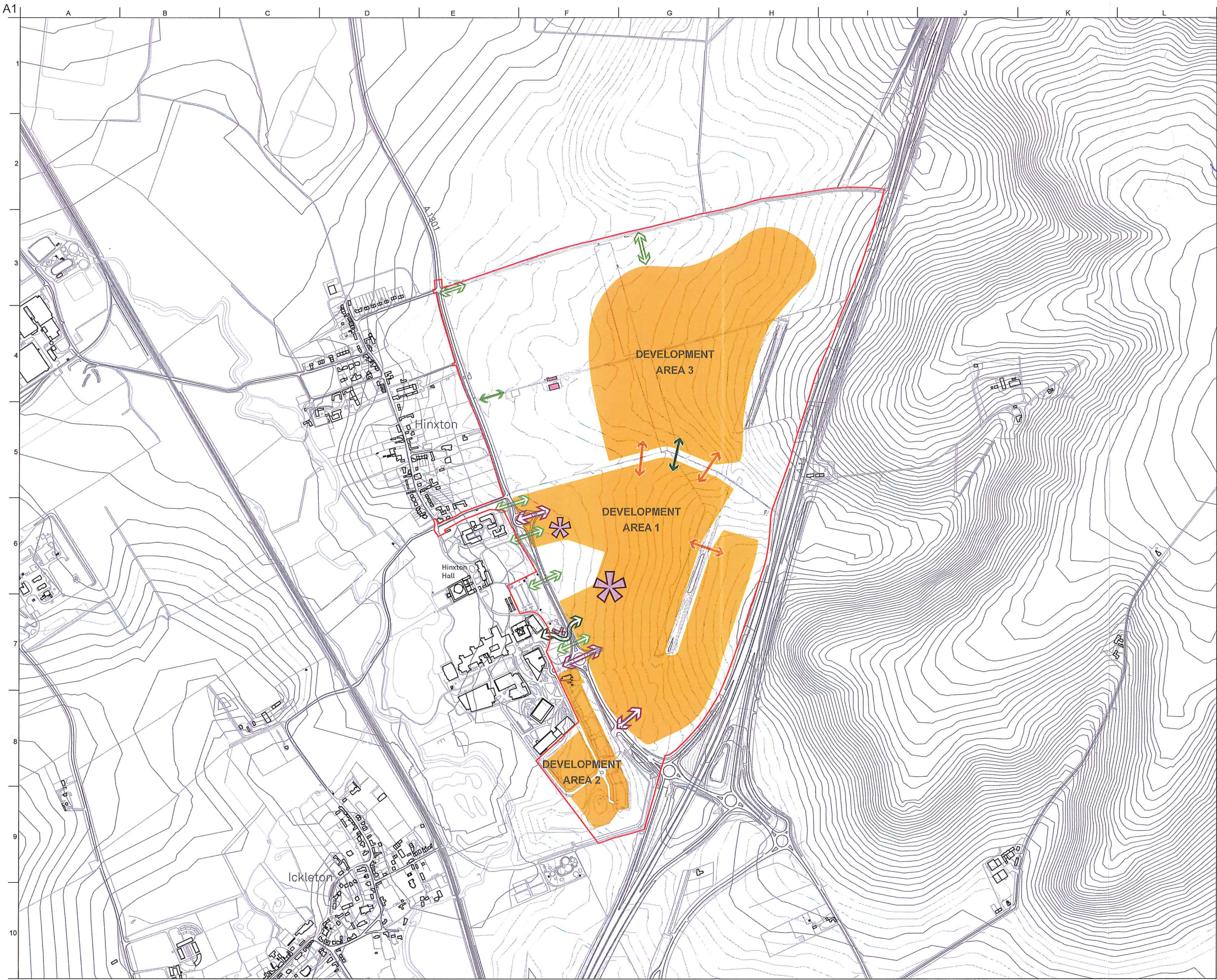
Scale at A1 1:5000 Scale at A3 1:10000

Discipline Masterplanning

Drawing Status Information

Job No	256980-01	Revision	0
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Name
WGC-ARP-XX-XX-DR-AX-11



- Legend**
- Planning application boundary
 - Development area (maximum extent of built development)
 - Neighborhood focus or retail / leisure focus
 - Site access - vehicular
 - Informal access - pedestrian and cycle
 - Formal access - pedestrian and cycle
 - Existing farm access with informal pedestrian and cycle access
 - Approximate location of pedestrian and vehicle crossing
 - Approximate location of non-vehicular crossing
 - Retained buildings
 - Structures not affected

Note Please also refer to the Development Specification, including Development Principles, for further details

MD
MD

P02	08 / 03 / 19		1
P01	15 / 11 / 18		0

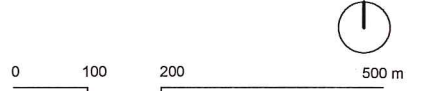
Issue	Date	Revision
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ARUP
13 Fitzroy Street
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Fax +44(0)20 7580 3924
www.arup.com

Client
Wellcome

Project Title
WELLCOME GENOME
CAMPUS DEVELOPMENT

Drawing Title
KEY PARAMETER PLAN (PP1)



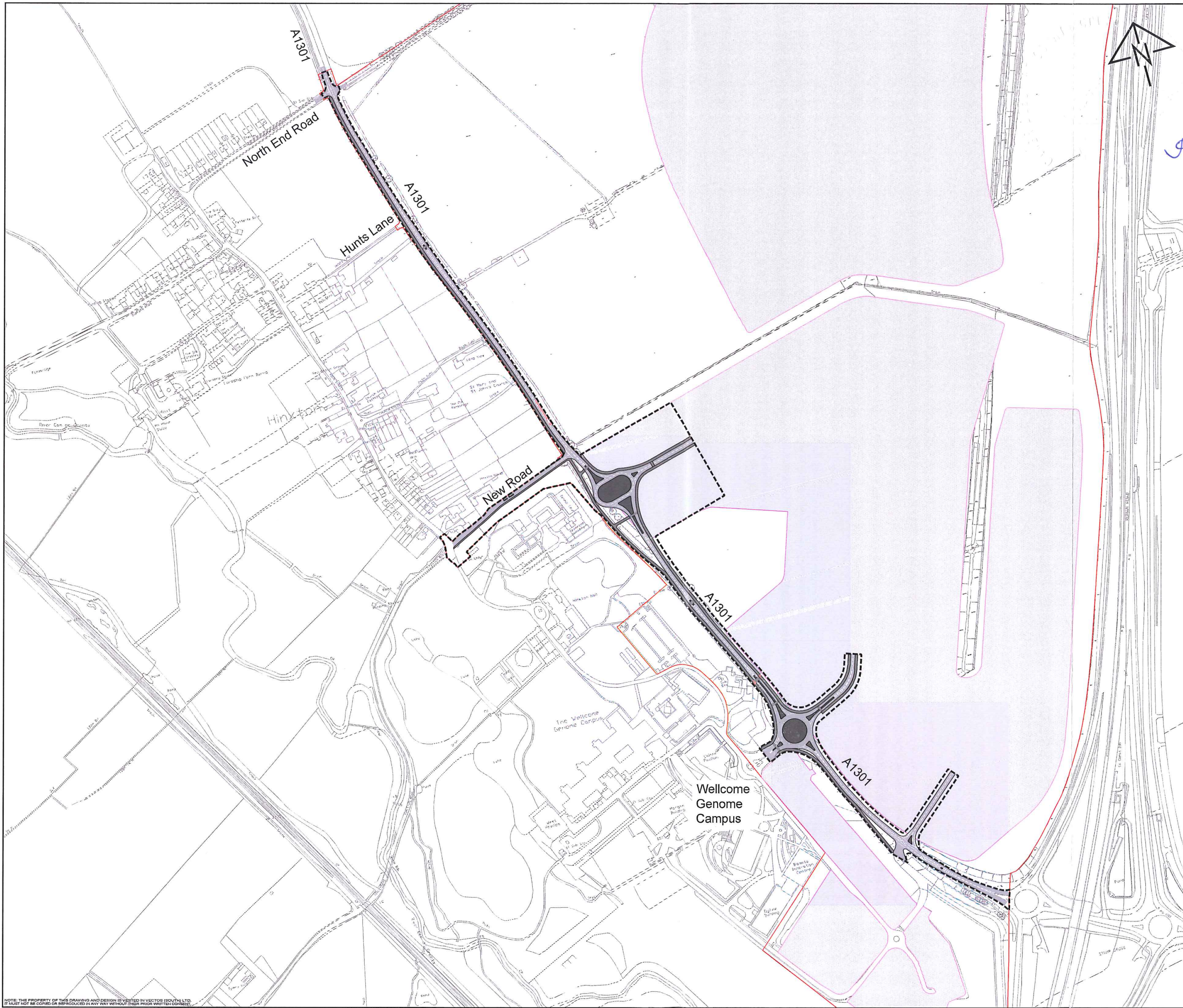
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Discipline Masterplanning

Drawing Status Approval

Job No 256980-01	Revision 1
----------------------------	----------------------

Name
WGC-ARP-XX-XX-DR-AX-3



Notes:

- This is not a construction drawing and is intended for illustrative purposes only.
- While lining is indicative only.

Key

Limit of Deviation

Development Area

Redline Boundary

2

MD

MD

D	Zone shown on eastern side of northern roundabout.	JM	SM	10.04.2019
C	Footway on eastern side to north of northern roundabout removed.	JM	EW	02.04.2019
B	Limit of Deviation increased to 5m on eastern side.	JM	EW	22.03.2019
A	Southern access junction modified.	JM	EW	06.03.2019
	Central median strip removed between southern & northern roundabouts. Central crossing moved south.			

REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT:

Wellcome

PROJECT:

Wellcome Genome Campus Development

DRAWING TITLE:

Highways Improvements Parameter Plan (PP5)

SCALES:

1:2500 at A1 / 1:5000 at A3

STATUS:

FOR APPROVAL

DRAWN	JM	CHECKED	SM	DATE	05/12/2018
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transport planning specialists

Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER:	WGCV-EC-XX-XX-DR-AX-7 (173279/A/100)	REVISION:	D
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NOTE: THE PROPERTY OF THIS DRAWING AND DESIGN IS VESTED IN VECTOS (SOUTH) LTD.
IT MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR PRIOR WRITTEN CONSENT.

SCHEDULE 3

TRANSPORT

SCHEDULE 3 DEFINITIONS

"A11 Southbound Slip Works"		means the works to be carried out to the A11 southbound slip road including white lining and shown on the Sketch of Possible Mitigation at Junction 9: A11/A1307 Junction drawing number 173279/A/107 contained in Appendix 3A of the Transport Appendix
"A11 Southbound Slip Works Contribution"		means the sum of £50,000 (fifty thousand pounds) Index Linked
"A1301 Improvements"		means the improvements to be carried out to the A1301 shown on Parameter Plan 5 including details for the provision of a new section of cycleway and footway connecting the A1301 (east) to High Street (west) in Hinxton along New Road shown in grey on Parameter Plan 5
"A1307 Phase Contribution"	2	means the sum of £140,000 (one hundred and forty thousand pounds) Index Linked to be spent on a new travel hub near the A11/A1307/A505 as part of the Cambridge South East Transport project
"A505/A1301 Roundabout Contribution"		means a cash contribution proportionate to mitigate the impact of the Development on traffic flow at the A505/A1301 Roundabout to be agreed in writing between the County Council and the Owner pursuant to paragraph 2.4 of this Schedule capped at three million five hundred and seven thousand five hundred and thirty nine pounds (£3,507,539) Index Linked
"A505/A1301 Roundabout Works"		means the works to be carried out to roundabout shown on the McDonalds Roundabout Capacity Improvements drawing number 173279/A/103 revision B contained in Appendix 3B of the Transport Appendix
"A505/Hunts Junction Contribution"	Road	means the sum of one million one hundred and four thousand three hundred and twelve pounds (£1,104,312.00) Index Linked
"A505/Hunts Works"	Road	means the improvements to be carried out to the junction of the A505 with Hunts Road shown on the Proposed Mitigation at Junction 2: A505/Hunt's Road drawing number 173279/A/108 contained in Appendix 3C of the Transport Appendix
"A505 Cycle Improvements"	Route	means an upgrade to the existing route from the A505/A1301 Roundabout to Station Road East in general accordance with drawing number 173279_A_102 contained in Appendix 3D in the Transport Appendix
"A505 Cycle Route Improvements Contribution"		means the sum of one hundred and seven thousand eight hundred and twenty eight pounds (£107,828) Index Linked
"A505/Moorfield Junction Contribution"	Road	means the sum of one million fifty six thousand six hundred and thirty pounds (£1,056,630) Index Linked
"A505/Moorfield Works"	Road	means the improvements to be carried out to the junction of the A505 with Moorfield Road shown on the Proposed Mitigation at Junction 3: A505/Moorfield Road drawing number 173279/A/106 contained in

Appendix 3E of the Transport Appendix

"ANPR Monitoring"	means the monitoring of car parking and rat running through the Villages
"ANPR Monitoring and Mitigation Fund"	means a contribution of up to £300,000 (three hundred thousand pounds) Index Linked for use in accordance with the ANPR Monitoring and Mitigation Fund Purpose
"ANPR Monitoring and Mitigation Fund Purpose"	means payment for monitoring and mitigation measures in accordance with paragraph 1.15 of this Schedule
"ANPR Monitoring Scheme"	means the scheme governing the operation of the ANPR Monitoring including details of the installation of monitoring equipment on the local highway network to monitor employees of New Campus Occupiers using routes through the Villages to access the Development as may agreed in writing from time to time with the County Council pursuant to paragraphs 1.11 to 1.15 of this Schedule
"Campus Shuttle Bus Service"	means the existing bus service between Whittlesford Parkway Railway Station and the Campus
"Camshare"	means a car sharing website for Cambridgeshire (www.camshare.co.uk) supporting car sharing and people seeking to form a car sharing group
"Car Club"	means the car club to be provided through a Car Club Provider pursuant to the Car Club Scheme
"Car Club Provider"	means an accredited car club provider as shall be appointed by the Owner from time to time
"Car Club Scheme"	means a scheme for the provision of the Car Club which will include: <ul style="list-style-type: none"> • the identity of the Car Club Provider for approval by the County Council • at least 5 (five) vehicles (including electric) operating across the Campus phased in accordance with details agreed with the Transport Review Group; • dedicated Car Club bays to be provided across the Campus (minimum of 5 (five) bays); • requirements to cater for demand of future residents and visitors; and • one year's free membership and driving credit for future residents of the Residential Units and Occupiers
"Car Park Management Scheme"	means a scheme for managing car parking arrangements within the Site or within a Development Area which shall detail the management and enforcement measures for the car parking to be delivered by the Development or that Development Area and which shall include the following measures: <ul style="list-style-type: none"> • all employees of New Campus Occupiers who wish to drive a car to and from the Development are to register the vehicle

with the Site Wide Travel Plan Manager;

- details of the allocation, location, management and enforcement of car parking;
- provision of car sharing accessible and electric vehicle spaces;
- that all cars entering the parking structures shall be subject to ANPR; and
- appropriate measures to prevent cars being parked other than in controlled areas across the Site
- monitoring of car parking usage and need in relation to the Development in order to inform parking provision for future phases of the Development

"Car Share Scheme"	means a car share database either bespoke to the Development and/or Camshare and/or another operational car sharing scheme in order to increase the proportion and flexibility for those car sharing to and from the Development and the provision of dedicated car shared spaces
"Citi7 Bus Service"	means the bus service known as 'Citi7' currently operated by Stagecoach between Cambridge and Saffron Walden
"Conference Event"	means a conference or event taking place at the hotel which is expected to be attended by more than 50 external delegates
"Cycle Hub"	means the Cycle Parking hub to be provided on the Expansion Land in general accordance with the Development Area Brief for Development Area 1 having a mix of short and long term bicycle parking spaces together with cycle maintenance facilities
"Cycle Parking"	means bicycle parking spaces or areas for bicycle parking including the Cycle Hub and cycle parking requirements for any electrically assisted bicycles
"Cycle Parking Strategy"	means the strategy to determine the overall number of Cycle Parking spaces to be provided within the Development or Development Area including at the Cycle Hub and a scheme for the management of that Cycle Parking
"Cycle Scheme"	means a scheme for the provision of bicycles for hire including electrically assisted bicycles within the Site for the benefit of employees of New Campus Occupiers and residents of the Residential Units
"Existing Campus Bus Services"	means the Existing Campus bus services at the date of grant of the Planning Permission that connect the Campus with the surrounding area as shown on the timetables contained in Appendix 3F in the Transport Appendix
"FTE"	means full time equivalent
"GCP Sawston Greenways Project"	means the project led by Greater Cambridge Partnership to provide high-quality footways and cycleways between Sawston and

Cambridge

"GCP Parkway Masterplan"	Whittlesford Station	means a scheme to improve access to and facilities at Whittlesford Parkway Station developed by Greater Cambridge Partnership
"Great Chesterford Cycle Route"		means the improvement of cycle routes and connectivity between the Site and Great Chesterford and from Saffron Walden to Great Chesterford in accordance with figures 6.2 and 6.3 of the Uttlesford Cycling Action Plan prepared by Essex County Council the details to be agreed with the County Council in writing pursuant to paragraph 3.9 of this Schedule
"Highways England"		means the government company charged with operating, maintaining and improving England's motorways and major A roads known as "Highways England" or such other successor or replacement body
"Junction 10 Slip Works"		means the works to be carried out to the southbound off-slip at Junction 10 of the M11 as shown illustratively on drawing 173279_A_104 contained in Appendix 3I of the Transport Appendix
"Junction 10 Slip Works Contribution"		means the sum of three hundred and seventy five thousand six hundred and fifty one pounds (£375,651) Index Linked
"Network Rail"		means the body known as "Network Rail" or such other successor or replacement body
"New Cycle and Footway Connection"		means a cycle and pedestrian connection route between the Development and the existing cycle route starting to the north of North End Road adjacent to the A1301 as shown on the Proposed A1301 Modifications Overview drawing number 173279/A/101 revision F contained within Appendix 3G of the Transport Appendix
"Occupier Travel Plan"		means a travel plan prepared by or on behalf of a New Campus Occupier in accordance with the Site Wide Travel Plan
"Occupier Travel Plan Coordinator"		means the person designated to prepare and/or administer an Occupier Travel Plan
"Offsite Cycle Fund"		means a fund up to the value of £150,000 (one hundred and fifty thousand pounds) Index Linked to be spent on one or more of the following: <ul style="list-style-type: none"> • the Sawston Cycle Improvements; • the Sawston Greenway; and • the Great Chesterford Cycle Route.
"Peak Hours"		means weekdays 8 am until 9 am and 5pm until 6pm
"Public and Transport Strategy"	Private Service	means a strategy for securing public and private transport services to and from the Development
"Research Translation Uses"	and	means employment uses within Use Classes B1, B2 and B8 of the Town and County Planning (Use Classes) Order 1987 (as amended)

"Residential Travel Plan" means the travel plan governing trips to and from the Residential Units prepared in accordance with the Site Wide Travel Plan

"Sawston Cycle Improvements" means the improvement of cycle routes and facilities in and around Sawston in order to connect to the Sawston Greenway and to deliver safer cycling routes to and from Cambridge as part of the GCP Sawston Greenways Project the details to be agreed with the County Council in writing pursuant to paragraph 3.9 of this Schedule

"Sawston Greenway" means the initiative for improvements to the cycle route through Sawston and any associated improvements that may complement the improved cycle route

"Site Wide Travel Plan" means a travel plan for the Development based on the commitments in paragraph 1.3 of this Schedule

"Site Wide Travel Plan Manager" means the person appointed to manage and monitor the implementation of the travel plan(s)

"Target" means that no greater than 40% of trips by employees of Occupiers are undertaken as a single occupancy car trip and which may be achieved through compliance with the following indicative targets:

- a. the remaining 60% of trips should be made by sustainable modes of travel;
- b. that no more than 55% of trips should be taken as a car driver, accounting for single occupancy trips and those undertaken with a car passenger; and
- c. seeking to comply with indicative targets for each mode in the table below:

Mode	Baseline	Target
Walk	1%	2%
Cycle	6%	8%
Motorcycle	1%	1%
Train	2%	3%
Bus	32%	32%
Car driver (single occupancy)	44%	40%
Car driver (with passenger)	11%	11%
Car Passenger	3%	3%

"Train Operating" means Greater Anglia or any company that operates a train service

"Company"	at Whittlesford Parkway Railway Station
"Transport Appendix"	means the appendix to this Schedule 3 of this Deed and comprising: <ul style="list-style-type: none"> • Appendix 3A: Sketch of Possible Mitigation at Junction 9: A11/A1307 Junction drawing number 173279/A/107 • Appendix 3B: McDonalds Roundabout Capacity Improvements drawing number 173279/A/103 revision B • Appendix 3C: Proposed Mitigation at Junction 2: A505/Hunt's Road drawing number 173279/A/108 • Appendix 3D: A505 Cycle Route Improvements drawing number 173279_A_102 • Appendix 3E: Proposed Mitigation at Junction 3: A505/Moorfield Road drawing number 173279/A/106 • Appendix 3F: Existing Campus Bus Services timetable • Appendix 3G: Proposed A1301 Modifications Overview drawing number 173279/A/101 revision F • Appendix 3H: Travel plan measures • Appendix 3I: Junction 10 of M11 illustrative drawing number 173279_A_104
"Transport Enhancement Fund"	means a fund in the sum of £750,000 (seven hundred and fifty thousand pounds) Index Linked
"Transport Enhancement Fund Purpose"	means contributions towards or delivery of elements of the Whittlesford Parkway Station Improvements and/or contributions towards or delivery of elements of the Whittlesford Parkway Station and Wellcome Genome Campus Connectivity Review as agreed by the Transport Review Group.
"Transport Review Group"	means a group responsible for reviewing, planning, monitoring and managing travel behaviours, assessing transport effects of the Development and recommending response measures for County Council approval and comprising the following key stakeholders and representatives: <ul style="list-style-type: none"> • Site Wide Travel Plan Manager; • a representative of the Owner; and • 2 (two) members of the County Council Highways Department
"Travel Plan Contingency Fund"	means up to the sum of £550,000 (five hundred and fifty thousand pounds) to be available for use by the Transport Review Group in accordance with the Travel Plan Contingency Fund Purpose with the expenditure of these monies to be approved by the County Council pursuant to paragraph 1.9 of this Schedule
"Travel Plan Contingency"	means the funding of additional measures to assist in meeting the Site-Wide Travel Plan Target in accordance with paragraph 1.10 of

Fund Purpose"	this Schedule
"Travel Plan Measures"	means the transport measures set out in the document prepared by Vectos contained in Appendix 3H of the Transport Appendix
"Travel Plan Monitoring and Review Mechanism"	means the method of reviewing the effectiveness of Site Wide Travel Plan and the Occupier Travel Plans to be agreed pursuant to paragraph 1.3 below
"Villages"	the villages of Duxford, Ickleton and Hinxtton
"Whittlesford Parkway Station and Wellcome Genome Campus Connectivity Review"	means a review funded by the Owner to establish the feasibility of enhancing connections between Whittlesford Parkway Station and the Wellcome Genome Campus as provided for in paragraph 4.7 of this Schedule
"Whittlesford Parkway Station Improvements"	means the measures intended to improve Whittlesford Parkway Station that have been identified in the GCP Whittlesford Parkway Station Masterplan and which are set out in paragraph 4.6 of this Schedule

OWNER COVENANTS

1. TRAVEL PLAN

- 1.1 The Site Wide Travel Plan shall be submitted to and approved in writing by the County Council before first Occupation of any part the Development.
- 1.2 No part of Development shall be Occupied on or before the date the Site Wide Travel Plan is approved in writing by the County Council.
- 1.3 The Site Wide Travel Plan shall set out measures to encourage sustainable travel to and from the Development by employees of New Campus Occupiers in order to meet the Target and to and from the Residential Units and shall be based on the measures contained in the Travel Plan Measures within the Transport Appendix (and shall also give consideration to steps to seeking reductions in Peak Hour travel) and in respect of the Occupier Travel Plans the indicative targets described in paragraphs (a) to (c) of the definition of Target and which shall address the following:
 - 1.3.1 a requirement that a New Campus Occupier who employs more than 50 (fifty) FTE employees or equivalent prepares an Occupier Travel Plan which will include requirement to:
 - (a) outline the specific mobility measures that the organisation will offer;
 - (b) undertake annual staff travel surveys;
 - (c) confirm details of the organisation's Occupier Travel Plan Coordinator; and
 to include provision for event planning in respect of Conference Events as appropriate;
 - 1.3.2 steps to reduce vehicular trips at all times;
 - 1.3.3 a requirement to appoint a Site Wide Travel Plan Manager on or before Occupation until 5 (five) years post-completion of the Development or until no further monitoring is required pursuant to paragraph 1.6 below;
 - 1.3.4 a requirement that each Occupier Travel Plan Coordinator monitors and reports on the effectiveness of the relevant Occupier Travel Plan(s) to the Site Wide Travel Plan Manager;

- 1.3.5 a requirement to form a Transport Review Group to oversee the Site Wide Travel Plan and monitor performance in accordance with a Travel Plan Monitoring and Review Mechanism; and
- 1.3.6 details of the Travel Plan Monitoring and Review Mechanism.
- 1.4 Not to operate the Development other than in accordance with the Site Wide Travel Plan and/or relevant Occupier Travel Plan(s) which shall be implemented from first Occupation of the relevant part of the Development until the Target has been met.
- 1.5 Not to Occupy the Residential Units other than in accordance with the Residential Travel Plan which shall first have been prepared by the Site Wide Travel Plan Manager and approved by the County Council in writing.
- 1.6 The Site Wide Travel Plan, the Occupier Travel Plans and the Residential Travel Plan shall be monitored by the Site Wide Travel Plan Manager in accordance with the Travel Plan Monitoring and Review Mechanism until the latest of the following events to occur:
 - 1.6.1 a period of 5 years from Implementation of the last Reserved Matters Approval;
 - 1.6.2 the expiry of the ability to submit further Reserved Matters Applications pursuant to the Planning Permission.
- 1.7 The Owner shall procure that the Site Wide Travel Plan Manager shall effect any revisions to the Site Wide Travel Plan or any Occupier Travel Plan in the latter instance by liaising with the relevant Occupier Travel Plan Coordinator where the Travel Plan Monitoring and Review Mechanism indicates such revisions are reasonably required in order that the Target can be met.
- 1.8 Where the Travel Plan Monitoring and Review Mechanism indicates that the Target is not being or is not expected to be met the Owner shall procure that the Site Wide Travel Plan Manager will propose measures aimed at achieving the Target in consultation with the Transport Review Group and where such measures have been agreed between the Transport Review Group and the Site Wide Travel Plan Manager they are to be approved by the County Council.
- 1.9 The Transport Review Group will acting reasonably and with the agreement of the County Council authorise the expenditure of the Travel Plan Contingency Fund up to the estimated cost of the agreed measures in order to achieve the Target (such costs not to exceed the maximum value of the Travel Plan Contingency Fund).
- 1.10 Measures on which the Travel Plan Contingency Fund may be spent may comprise:
 - 1.10.1 improved bus services including demand responsive travel;
 - 1.10.2 enhanced pedestrian and cycle routes including if feasible a new cycle/pedestrian route across land to the north of Hinxton where such land is either owned or controlled by the Owner or is adopted public highway;
 - 1.10.3 additional promotion of car sharing;
 - 1.10.4 innovative transport schemes or new technologies; and
 - 1.10.5 sustainable travel incentive schemes.

ANPR Monitoring

- 1.11 An ANPR Monitoring Scheme shall be submitted to the County Council for its written approval or before first Occupation of the Development by a New Campus Occupier.

- 1.12 The Development shall not be Occupied other than in accordance with the approved ANPR Monitoring Scheme or such amendments to that scheme as may be agreed in writing from time to time with the County Council.
- 1.13 ANPR Monitoring shall be undertaken in accordance with the ANPR Monitoring Scheme from the date 200 FTE employees of Occupiers are first employed at the Development.
- 1.14 The results and analysis of the ANPR Monitoring shall be provided to Transport Review Group.
- 1.15 If in the opinion of the Transport Review Group the results and analysis of the ANPR Monitoring demonstrates that the flow traffic passing through any or all of the Villages has materially increased as a result of employees of Occupiers accessing the Development the Transport Review Group will make a recommendation regarding expenditure of the ANPR Monitoring and Mitigation Fund on measures intended to limit such additional traffic flow (such costs not to exceed the maximum value of the ANPR Monitoring and Mitigation Fund) such expenditure to be approved in writing by the County Council.

2. HIGHWAY IMPROVEMENTS

A1301

- 2.1 On or before submission of the first Reserved Matters Application for Development Area 1 to submit details of the A1301 Improvements in writing together with a programme for carrying out such works to the County Council which may be amended from time to time with the agreement of the County Council in writing.
- 2.2 Not to carry out the A1301 Improvements other than in accordance with the details and works programme approved in writing from time to time by the County Council.

A505/A1301 Roundabout

- 2.3 No later than three months prior to anticipated date of submission of the first Reserved Matters Application in Development Area 1, to serve written notice on the County Council requesting confirmation from the County Council as to whether:
 - 2.3.1 the A505/A1301 Roundabout Contribution shall be payable by the Owner and, if so, how much shall be payable; or
 - 2.3.2 the Owner shall be required to carry out the A505/A1301 Roundabout Works itself in accordance with a timetable to be agreed between the Owner and the County Council in writing.
- 2.4 The County Council shall within three months of receipt of the written notice referred to in paragraph 2.3 serve written notice on the Owner which states either that:
 - 2.4.1 the A505/A1301 Roundabout Contribution shall be payable by the Owner in which case the County Council and the Owner shall use reasonable endeavours to agree in writing the amount of the contribution as soon as reasonably practicable; or
 - 2.4.2 the Owner shall be required to carry out the A505/A1301 Roundabout Works itself in accordance with a timetable to be agreed between the Owner and the County Council in writing,

provided that in the event that the County Council fails to serve such written notice within such three month period the County Council shall be deemed to have elected that the Owner shall pay the A505/A1301 Roundabout Contribution and the County Council and the Owner shall thereafter use reasonable endeavours to agree in writing the amount of the contribution as soon as reasonably practicable.

- 2.5 If the County Council elects (or is deemed to have elected) that the A505/A1301 Roundabout Contribution is payable in accordance with paragraph 2.4.1 no more than 15,000 sqm of Research and Translation Uses in Development Area 1 shall be Occupied until the A505/A1301 Roundabout Contribution has been paid.
- 2.6 If the County Council notifies the Owner that the A505/A1301 Roundabout Works are to be carried out by the Owner pursuant to paragraph 2.4.2:
- 2.6.1 not to Commence Development pursuant to any Reserved Matters Application for Development Area 1 unless details of the A505/A1301 Roundabout Works including a proposed timetable for carrying out those works have been submitted to the County Council for the County Council's approval in writing;
- 2.6.2 not to Occupy more than fifteen thousand (15,000) square metres of Research and Translation Uses in Development Area 1 until the details of the A505/A1301 Roundabout Works and the timetable for the implementation of those works has approved in writing by the County Council, such approval to be provided within 40 Business Days of submission; and
- 2.6.3 the A505/1301 Roundabout Works shall be carried out in accordance with the details agreed pursuant to paragraph 2.6.2 above.

A505 Cycle Route Improvements

- 2.7 Unless the A505 Cycle Route Improvements have already been delivered by the relevant date in which case the A505 Cycle Route Improvements and the A505 Cycle Route Improvement Contribution shall no longer be required, no later than three months prior to the anticipated date of submission of the first Reserved Matters Application in Development Area 1, to serve written notice on the County Council requesting confirmation from the County Council as to whether:
- 2.7.1 the A505 Cycle Route Improvements Contribution shall be payable by the Owner; or
- 2.7.2 the Owner shall be required to carry out the A505 Cycle Route Improvements itself in accordance with a timetable to be agreed in writing with the County Council.
- 2.8 The County Council shall within three months of receipt of the written notice referred to in paragraph 2.7 serve written notice on the Owner which states either that:
- 2.8.1 the A505 Cycle Route Improvements Contribution shall be payable by the Owner; or
- 2.8.2 the Owner shall be required to deliver the A505 Cycle Route Improvements itself,
- provided that in the event that the County Council fails to serve such written notice within such three month period the County Council shall be deemed to have elected that the Owner shall pay the A505 Cycle Route Improvements Contribution.
- 2.9 If the County Council elects (or is deemed to have elected) that the A505 Cycle Route Improvements Contribution is payable in accordance with paragraph 2.8.1 no more than 15,000 sqm of Research and Translation uses in Development Area 1 shall be Occupied until the A505 Cycle Route Improvements Contribution has been paid.
- 2.10 If the County Council notifies the Owner that the A505 Cycle Route Improvements are to be carried out pursuant to paragraph 2.8.2:
- 2.10.1 not to Commence Development pursuant to any Reserved Matters Application for Development Area 1 unless details of the A505 Cycle Route Improvements including a proposed timetable for carrying out those works have been submitted to the County Council for the County Council's approval in writing;

2.10.2 not to Occupy more than fifteen thousand (15,000) square metres of Research and Translation Uses in Development Area 1 until the details of the A505 Cycle Route Improvements and the timetable for the implementation of those works has approved in writing by the County Council such approval to be provided within 40 Business Days of submission; and

2.10.3 the A505 Cycle Route Improvements shall be carried out by the Owner in accordance with the details agreed pursuant to paragraph 2.10.2 of this Schedule.

Junction 10 M11

2.11 The Owner shall use reasonable endeavours to agree with Highways England as soon as reasonably practicable after the date of this Agreement whether Highways England shall require:

2.11.1 the payment of a Junction 10 Slip Works Contribution by the Owner; or

2.11.2 the Owner to carry out the Junction 10 Slip Works itself.

2.12 The Owner shall prior to submission of the first Reserved Matters Application for Development Area 1 serve a written notice on the County Council confirming whether Highways England requires:

2.12.1 the payment of a Junction 10 Slip Works Contribution by the Owner; or

2.12.2 the Owner to carry out the Junction 10 Slip Works itself,

and such notice shall be accompanied by written confirmation from Highways England as to which option has been selected.

2.13 In the event that the notice served by the Owner pursuant to paragraph 2.12.1 confirms that the Owner must pay the Junction 10 Slip Works Contribution, the Owner shall pay the Junction 10 Slip Works Contribution to the County Council on or before Occupation of more than 15,000 square metres of Research and Translation Uses in Development Area 1.

2.14 In the event that that the notice served by the Owner pursuant to paragraph 2.12.2 confirms that the Owner must carry out the Junction 10 Slip Works itself, the Owner covenants:

2.14.1 to use reasonable endeavours to agree with Highways England as soon as reasonably practicable the details of the Junction 10 Slip Works and a timetable for delivery, such details to be in general conformity with the details shown illustratively in Appendix 3I of the Transport Appendix unless otherwise agreed with Highways England in consultation with the County Council;

2.14.2 not to Occupy more than 15,000 square metres of Research and Translation Uses in Development Area 1 until the details of and timetable for the Junction 10 Slip Works have been agreed with Highways England; and

2.14.3 the Junction 10 Slip Works will be carried out by the Owner in accordance with the details agreed pursuant to paragraph 2.14.2.

A11 Southbound Slip

2.15 The Owner shall use reasonable endeavours to agree with Highways England as soon as reasonably practicable after the date of this Agreement whether Highways England shall require:

2.15.1 the payment of an A11 Southbound Slip Works Contribution by the Owner; or

2.15.2 the Owner to carry out the A11 South Slip Works itself.

2.16 The Owner shall prior to submission of the first Reserved Matters Application for Development Area 1 serve a written notice on the County Council confirming whether Highways England requires:

2.16.1 the payment of an A11 Southbound Slip Works Contribution by the Owner; or

2.16.2 the Owner to carry out the A11 Southbound Slip Works itself,

and such notice shall be accompanied by written confirmation from Highways England as to which option has been selected.

2.17 In the event that the notice served by the Owner pursuant to paragraph 2.16.1 confirms that the Owner must pay the A11 Southbound Slip Works Contribution, the Owner shall pay the A11 Southbound Slip Works Contribution to the County Council on or before Occupation of more than 25,000 square metres of Research and Translation Uses in Development Area 1.

2.18 In the event that that the notice served by the Owner pursuant to paragraph 2.16.2 confirms that the Owner must carry out the A11 Southbound Slip Works itself, the Owner covenants:

2.18.1 to use reasonable endeavours to agree with Highways England as soon as reasonably practicable the details of the A11 Southbound Slip Works and a timetable for delivery;

2.18.2 not to Occupy more than 25,000 square metres of Research and Translation Uses in Development Area 1 until the details of and timetable for the Junction 10 Slip Works have been agreed with Highways England; and

2.18.3 the Junction 10 Slip Works will be carried out by the Owner in accordance with the details agreed pursuant to paragraph 2.18.2.

A1307 Phase 2

2.19 On or before Occupation of more than 50,000 square metres of Research and Translation Uses the Owner shall pay the A1307 Phase 2 Contribution to the County Council.

2.20 Not to Occupy more than 50,000 square metres of Research and Translation Uses until the A1307 Phase 2 Contribution has been paid to the County Council.

A505/Moorfield Road

2.21 No later than three months prior to the anticipated date of Occupation of 25,000 square metres of Research and Translation Uses in Development Area 1, the Owner shall serve written notice on the County Council requesting confirmation from the County Council as to whether:

2.21.1 the Owner shall be required to pay the A505/Moorfield Road Junction Contribution; or

2.21.2 the Owner shall be required to carry out the A505/Moorfield Road Junction Works itself,

and the Owner shall provide with such written notice a delivery programme for the A505/Moorfield Road Works to the County Council to inform the County Council's decision whether to elect either that the Owner carries out the A505/Moorfield Road Works or that the Owner pays the A505/Moorfield Road Junction Contribution.

2.22 The County Council shall within three months of receiving written notice pursuant to paragraph 2.21 serve written notice on the Owner confirming whether:

2.22.1 the Owner shall be required to pay the A505/Moorfield Road Junction Contribution; or

2.22.2 the Owner shall be required to carry out the A505/Moorfield Road Junction Works itself,

provided that in the event that the County Council fails to serve such written notice within such three month period the County Council shall be deemed to have elected that the Owner shall be required to pay the A505/Moorfield Road Junction contribution.

2.23 In the event the County Council notifies the Owner pursuant to paragraph 2.22.1 (or is deemed to have elected) that the A505/Moorfield Road Junction Contribution is payable the Owner shall not Occupy more than fifty thousand (50,000) square metres of Research and Translation Uses in Development Area 1 until the A505/Moorfield Road Junction Contribution has been paid.

2.24 If the County Council notifies the Owner pursuant to paragraph 2.22.2 that the Owner shall carry out the A505/Moorfield Road Works, the Owner covenants:

2.24.1 not to Occupy more than fifty thousand (50,000) square metres of Research and Translation Uses in Development Area 1 until the details of the A505/Moorfield Road Works and the timetable for the implementation of those works have been agreed in writing with the County Council; and

2.24.2 to carry out the A505/Moorfield Road Junction Improvements in accordance with the details and timetable approved by the County Council in writing pursuant to paragraph 2.24.1 of this Schedule.

A505/Hunts Road

2.25 No later than three months prior to the anticipated date of Occupation of 25,000 square metres of Research and Translation Uses in Development Area 1, the Owner shall serve written notice on the County Council requesting confirmation from the County Council as to whether:

2.25.1 the Owner shall be required to pay the A505/Hunts Road Junction Contribution; or

2.25.2 the Owner shall be required to carry out the A505/Hunts Road Works itself,

and the Owner shall provide with such written notice a delivery programme for the A505/Hunts Road Works to the County Council to inform the County Council's decision whether to elect either that the Owner carries out the A505/Hunts Road Works or that the Owner pays the A505/Hunts Road Junction Contribution.

2.26 The County Council shall within three months of receiving written notice pursuant to paragraph 2.25 serve written notice on the Owner confirming whether:

2.26.1 the Owner shall be required to pay the A505/Hunts Road Junction Contribution; or

2.26.2 the Owner shall be required to carry out the A505/Hunts Road Works itself,

provided that in the event that the County Council fails to serve such written notice within such three month period the County Council shall be deemed to have elected that the Owner shall be required to pay the A505/Hunts Road Junction Contribution.

2.27 In the event the County Council notifies the Owner pursuant to paragraph 2.26.1 (or is deemed to have elected) that the A505/Hunts Road Junction Contribution is payable the Owner shall not Occupy more than fifty thousand (50,000) square metres of Research and Translation Uses in Development Area 1 until the A505/Hunts Road Junction Contribution has been paid.

2.28 If the County Council notifies the Owner pursuant to paragraph 2.26.2 that the Owner shall carry out the A505/Hunts Road Works, the Owner covenants:

2.28.1 not to Occupy more than fifty thousand (50,000) square metres of Research and Translation Uses in Development Area 1 until the details of the A505/Hunts Road Works and the timetable for the implementation of those works have been agreed in writing with the County Council; and

- 2.28.2 to carry out the A505/Hunts Road Works in accordance with the details and timetable approved by the County Council in writing pursuant to paragraph 2.28.1 of this Schedule.

3. CYCLING

On-Site Cycle Provision

- 3.1 The location of the Cycle Hub shall be set by the relevant Reserved Matters Application for Development Area 1.
- 3.2 The Cycle Hub shall be delivered in accordance with the timescales set out in the Development Area Brief for Development Area 1.
- 3.3 The Cycle Parking Strategy shall be submitted in writing to the County Council on or before the submission of the first Reserved Matters Application containing Cycle Parking for the County Council's approval in writing and thereafter shall be updated on submission of each further Reserved Matters Application containing Cycle Parking.
- 3.4 A Reserved Matters Area containing Cycle Parking shall not be Occupied unless and until the Cycle Parking Strategy for that Reserved Matters Area has been approved in writing by the County Council and the Owner shall not deliver the Cycle Parking within a Reserved Matters Area other than in accordance with the approved Cycle Parking Strategy for that Reserved Matters Area such Cycle Parking Strategy to be retained for the Lifetime of the Development or as may be agreed in writing with the County Council from time to time.
- 3.5 The Cycle Scheme shall be submitted to the County Council on or before first Occupation of Development Area 1.
- 3.6 Development Area 1 shall not be Occupied until the Cycle Scheme has been agreed in writing by the County Council and is ready for use by employees of the relevant Occupiers and thereafter the Development shall not be Occupied other than in accordance with the Cycle Scheme as agreed by the County Council from time to time.

Offsite Cycle Improvements

- 3.7 Within 20 Business Days of grant of the first Reserved Matters Approval for Development Area 1 the Offsite Cycle Fund shall be made available to the County Council.
- 3.8 The Offsite Cycle Fund shall be spent by the Owner or the County Council on all or any of the following initiatives:
- 3.8.1 the Sawston Cycle Improvements; and/or
 - 3.8.2 the Sawston Greenway; and/or
 - 3.8.3 the Great Chesterford Cycle Route,
- the quantum of the Offsite Cycle Fund to be spent on any or all of the above to be agreed in writing between the Owner and County Council.
- 3.9 On or before submission of the first Reserved Matters Application in Development Area 1, the Owner shall agree in writing with the County Council how the Offsite Cycle Fund will be spent such spending will either require:
- 3.9.1 payment of part or all of the Offsite Cycle Fund to the County Council; or
 - 3.9.2 the Owner agreeing in writing to deliver part or all of either the Sawston Cycle Improvements the Sawston Greenway or the Great Chesterford Cycle Route in accordance with a specification and timetable to be agreed in writing with the County Council.

- 3.10 The first Reserved Matters Application in Development Area 1 shall not be Occupied unless or until the agreed portion of the Offsite Cycle Fund has either been paid to the County Council pursuant to paragraph 3.9.1 above or the Owner has delivered the cycle improvements in accordance with the written agreement reached with the County Council pursuant to paragraph 3.9.2 above.

4. BUS AND RAIL

Public and Private Transport Service Strategy

- 4.1 Details of the Public and Private Transport Service Strategy shall be submitted to the County Council in writing on or before first Occupation of the Development.
- 4.2 The details of the Public and Private Transport Service Strategy submitted pursuant to paragraph 4.1 of this Schedule shall be implemented by the Owner and shall include:
- 4.2.1 measures to improve the capacity of or increase the frequency of the Existing Campus Bus Services in order to meet additional demand arising from New Campus Related Workers during Peak Hours as agreed with the Transport Review Group;
 - 4.2.2 provision of appropriate off-peak bus services which could include:
 - (a) the Campus Shuttle Bus Service;
 - (b) a potential demand responsive bus service;
 - (c) the extension of the Citi7 Bus Service;
 - (d) the potential for a school shuttle service to secondary schools in Duxford and Sawston; or
 - (e) the provision of weekend bus services (subject to demand);
 - 4.2.3 a commitment to consult with Local Business Parks to explore opportunities including combined bus services where practicable and feasible; and
 - 4.2.4 a commitment to consult with Hinxtton Parish Council regarding provision of bus passes to enable residents of Hinxtton Parish Council who register with the Site Wide Travel Plan Manager and who pay a monthly fee to access the Campus Shuttle Bus Service.
 - 4.2.5 a commitment to issue any bus passes required as a result of the consultation set out in paragraph 4.2.4 above.
- 4.3 The Development shall not be Occupied until the Public and Private Transport Service Strategy has been approved by the County Council in writing and shall not be implemented other than in accordance with the approved Public and Private Transport Service Strategy which may be updated from time to time with the approval of the County Council in writing. The Public and Private Transport Service Strategy shall be implemented as agreed with the County Council in writing from time to time from first Occupation of the Development and shall continue for the Lifetime of the Development.

Whittlesford Parkway Station

- 4.4 The Owner will carry out the Whittlesford Parkway Station and Wellcome Genome Campus Connectivity Review to identify the Whittlesford Parkway Station Improvements.
- 4.5 The Transport Enhancement Fund may be spent by the Transport Review Group acting reasonably on the Transport Enhancement Fund Purpose in accordance with paragraphs 4.6, 4.7 and 4.8 below subject to the County Council's approval.

- 4.6 On completion of the GCP Whittlesford Parkway Station Masterplan a contribution may be made from the Transport Enhancement Fund towards Whittlesford Parkway Station Improvements identified in the GCP Whittlesford Parkway Station Masterplan and could include:
- 4.6.1 the provision of bus stops and a turning and drop off area within the Greater Anglian car park including if required the relocation of car parking spaces to make way for a bus turning circle;
 - 4.6.2 electric cycle charging points, cycle hire (of conventional and electric bicycles) or increased Cycle Parking;
 - 4.6.3 improvements to the public realm, walking and cycle connections on Station Road East; and
 - 4.6.4 improvements to the Station Road east/A505 junction.
- 4.7 On or before the submission of the first Reserved Matters Application in Development Area 1, the Owner shall undertake the Whittlesford Parkway Station and Wellcome Genome Campus Connectivity Review in consultation with relevant stakeholders to include Network Rail and the Train Operating Company in order to consider the feasibility of the following connectivity improvements:
- 4.7.1 off-road cycle and pedestrian links including a potential link from north of Hinxton and west of the A1301 across land to the north of Hinxton over the River Cam to connect to Whittlesford Parkway Station;
 - 4.7.2 extending the southbound station platform;
 - 4.7.3 a multi-occupancy vehicle, cycle and pedestrian route to provide an additional link between the Campus and Whittlesford Parkway Station.
- 4.8 If as a result of the Whittlesford Parkway Station and Wellcome Genome Campus Connectivity Review any of the above connectivity proposals prove to be feasible such measures shall be costed and an indicative timetable for their implementation or payment from the Transport Enhancement Fund towards their delivery shall be agreed in writing with the Transport Review Group.

5. CAR CLUB, CAR SHARING AND CAR PARK MANAGEMENT PLAN

Car Club

- 5.1 Prior to first Occupation of the Residential Units to submit the Car Club Scheme to the County Council for approval.
- 5.2 Not to Occupy the Residential Units until the Car Club Scheme has been approved by the County Council in writing.
- 5.3 From first Occupation of the Residential Units to provide the Car Club in accordance with the approved Car Club Scheme for the Lifetime of the Development.
- 5.4 The Car Club Scheme may be updated from time to time to meet the emerging operational needs of the Development and/or demand of future residents of the Residential Units subject to approval by the County Council in writing.

Car Share

- 5.5 Prior to first Occupation of Development Area 1, to submit the Car Share Scheme to the County Council for its written approval.

- 5.6 Not to Occupy Development Area 1 until the Car Share Scheme has been approved by the County Council in writing.
- 5.7 From first Occupation of Development Area 1, to comply with the approved Car Share Scheme.
- 5.8 The Car Share Scheme may be updated from time to time to meet the emerging operational needs of the Development and/or demand from Occupiers of the Development subject to approval by the County Council in writing.

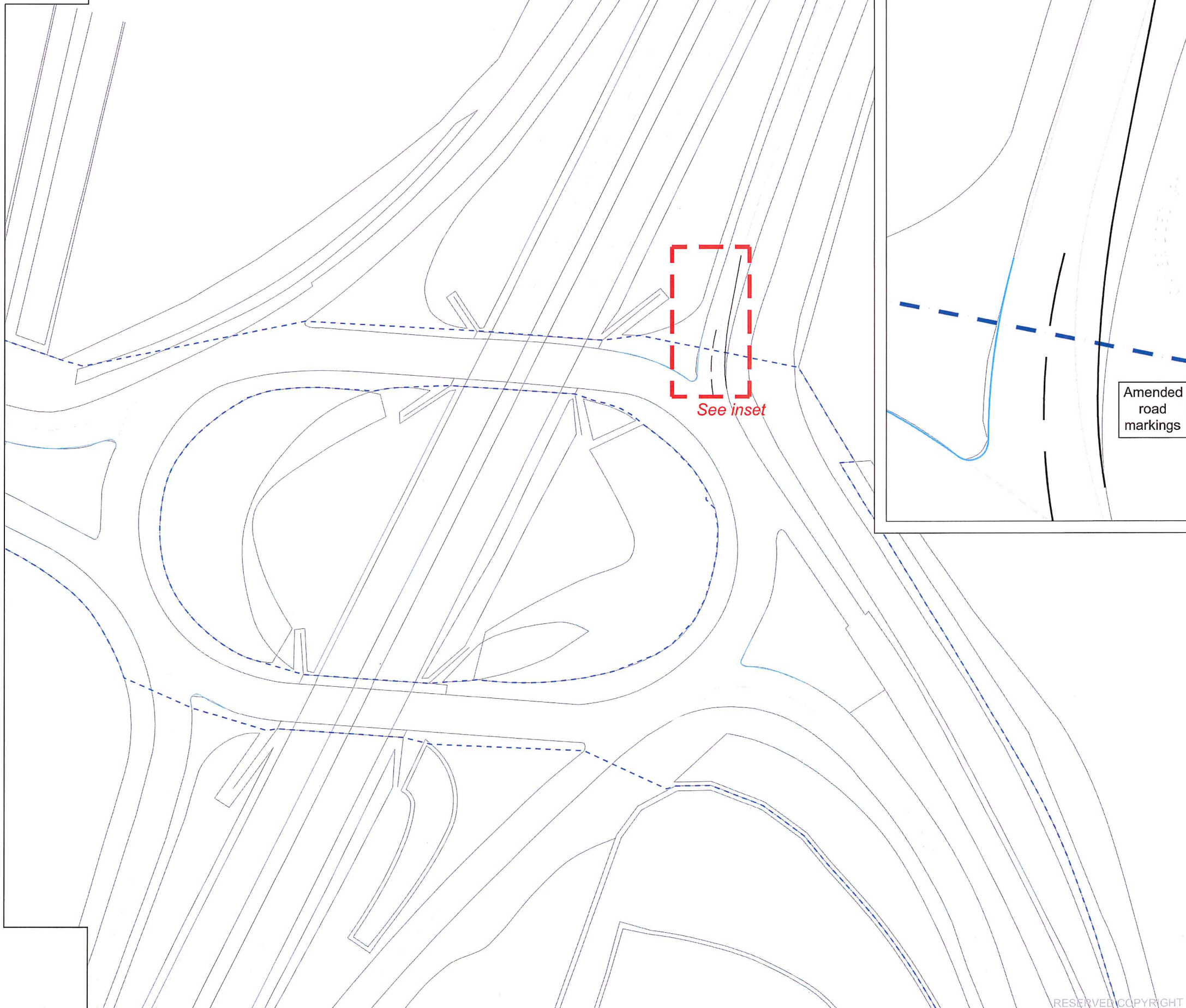
Car Park Management

- 5.9 Either on or before the earliest of:
 - 5.9.1 submission of the first Reserved Matters Application in Development Area 1; or
 - 5.9.2 submission of the first Reserved Matters Application in Development Area 3; or
 - 5.9.3 on submission of a Reserved Matters Application containing car parking in Development Area 2,the Owner shall submit a Car Park Management Scheme for the area covered by the relevant Reserved Matters Application for approval by the County Council in writing.
- 5.10 A Development Area or part of a Development Area shall not be Occupied until the County Council has approved the Car Park Management Scheme for that Development Area or part of that Development Area in writing.
- 5.11 A Development Area or part of a Development Area shall not be Occupied other than in accordance with the approved Car Park Management Scheme for that Development Area or part of that Development Area.
- 5.12 The Car Park Management Scheme may be updated from time to time to meet the emerging operational needs of the Development and/or the requirements of Occupiers of the Development subject to approval by the County Council in writing.

TRANSPORT APPENDIX

Appendix 3A

Sketch of Possible Mitigation at Junction 9: A11/A1307 Junction drawing number 173279/A/107



Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. Based on TPA plan: Sketch of Possible Mitigation at Junction 9: A11/A1307 Junction.

MD
MD
2
CAS

REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT: Wellcome Trust

PROJECT: Wellcome Genome Development Project

DRAWING TITLE: Sketch of Possible Mitigation at Junction 9: A11/A1307 Junction

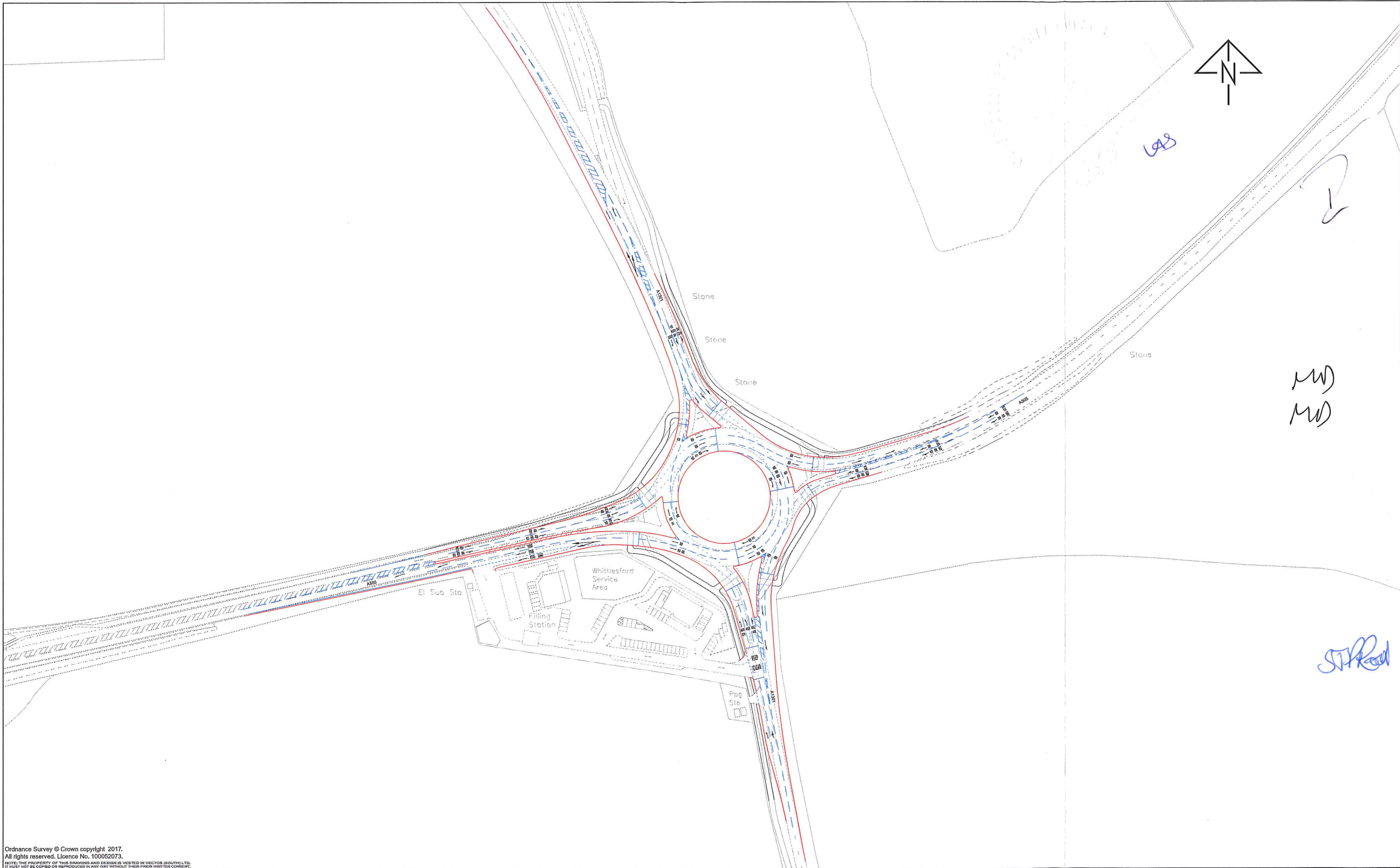
SCALES: 1:1000 at A3

DRAWN:	CHECKED:	DATE:
KB	SM	24.04.2020


Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER:	REVISION:
173279/A/107	

Appendix 3B
McDonalds Roundabout Capacity Improvements drawing number 173279/A/103 revision B



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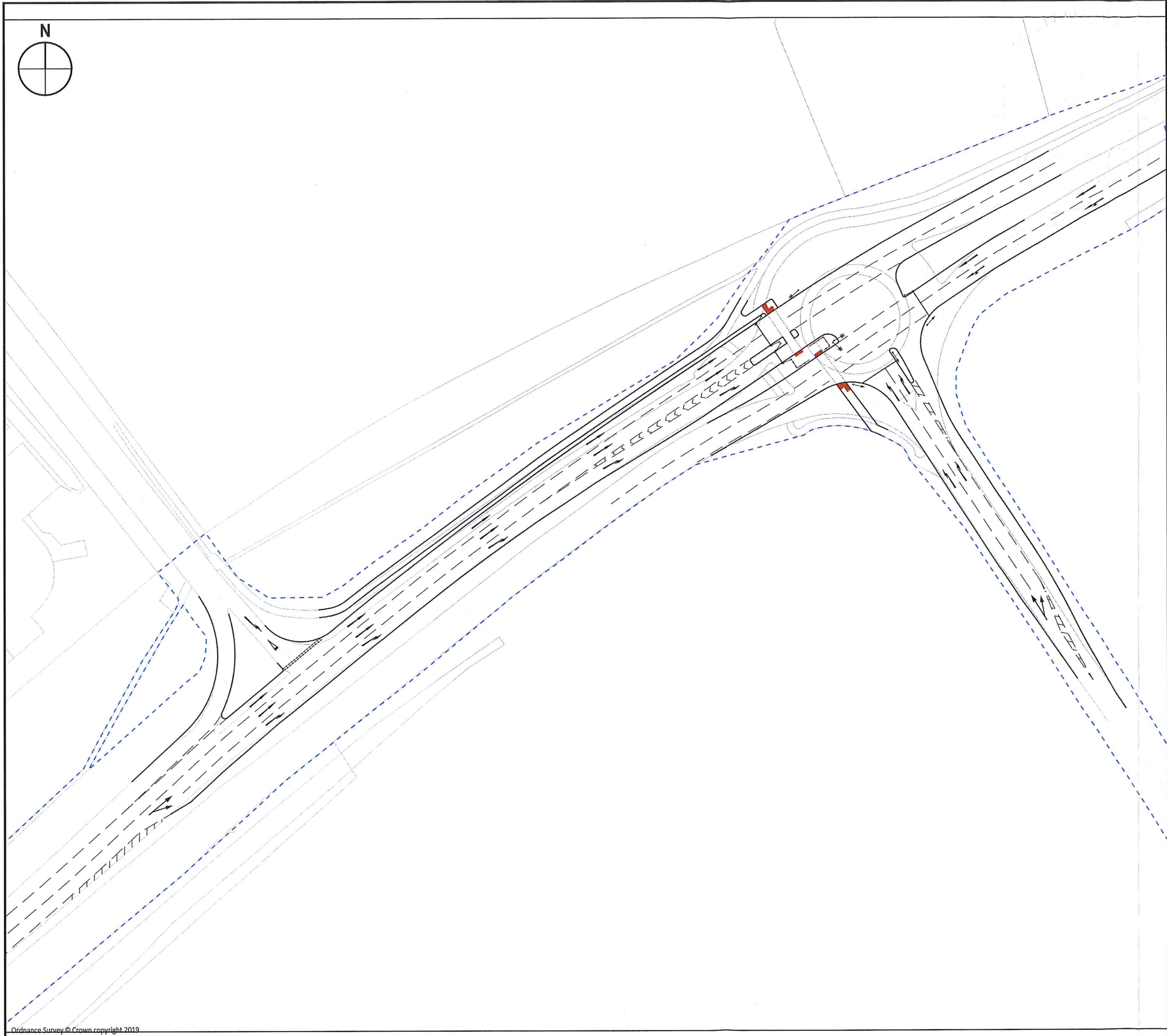
IT MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR PRIOR WRITTEN CONSENT.

REV.	DETAILS	DRAWN	CHECKED	DATE	REV.	DETAILS	DRAWN	CHECKED	DATE
A	Circulatory lanes widened. White lining amended. Central island extended on A505 (west).	DSN	SM	23.1.2019	-				
B	East exit white lining amended. West arm approach and exit layout revised.	DSN	SM	21.6.2019					

Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.

PROJECT: WELLCOME GENOME DEVELOPMENT PROJECT				CLIENT: Wellcome Trust	
DRAWING TITLE: McDonalds Roundabout Capacity Improvements				 transport planning specialists Network Building, 97 Tottenham Court Road, London W1T 4TP t: 020 7580 7373 e: enquiries@vectos.co.uk	
DRAWN: DSN	CHECKED: SM	DATE: 29/11/2018	SCALE: 1:1000 at A1		
DRAWING NUMBER: 173279/A/103				REVISION: B	

Appendix 3C
Proposed Mitigation at Junction 2: A505/Hunt's Road drawing number 173279/A/108



- Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
 2. White lining is indicative only.
 3. Based on TPA plan: Proposed Mitigation at Junction 2: A505/Hunt's Road.

AS

MD

MD

2

REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT:

Wellcome Trust

PROJECT:

Wellcome Genome Development Project

DRAWING TITLE:

Proposed Mitigation at Junction 2: A505/Hunt's Road

SCALES:

1:1000 at A3

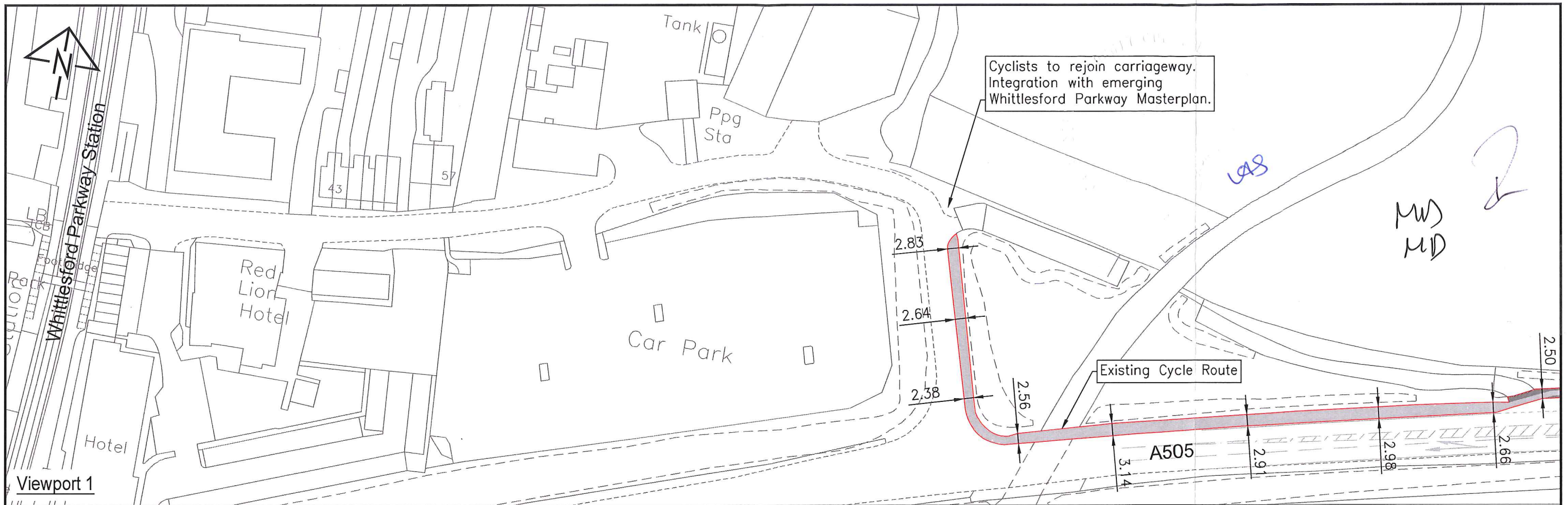
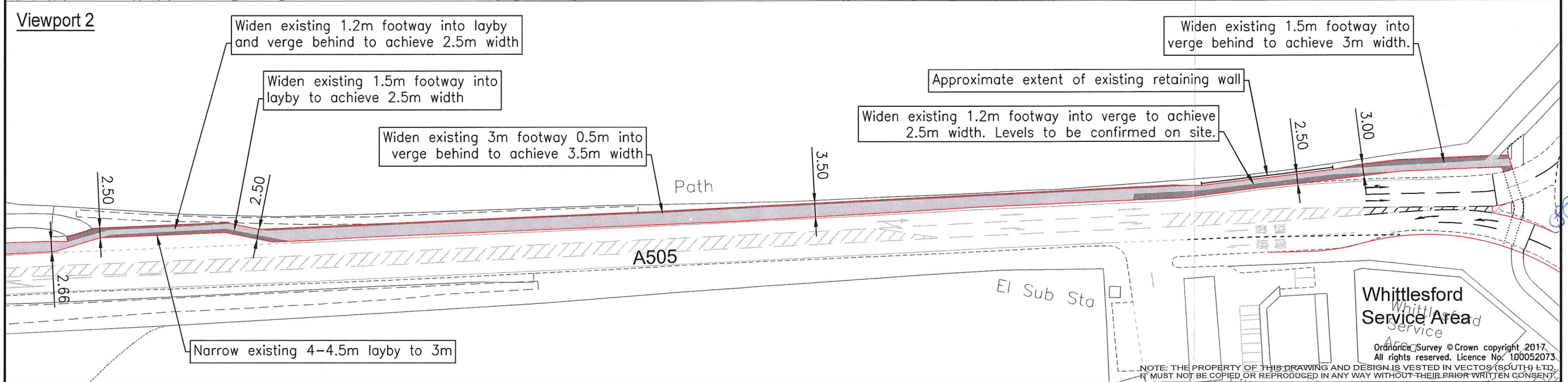
DRAWN:	KB	CHECKED:	SM	DATE:	24.04.2020
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Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER:	173279/A/108	REVISION:	.
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Appendix 3D
A505 Cycle Route Improvements drawing number 173279_A_102



REV.	DETAILS	DRAWN	CHECKED	DATE
1.				

Notes:

- This is not a construction drawing and is intended for illustrative purposes only.
- White lining is indicative only.

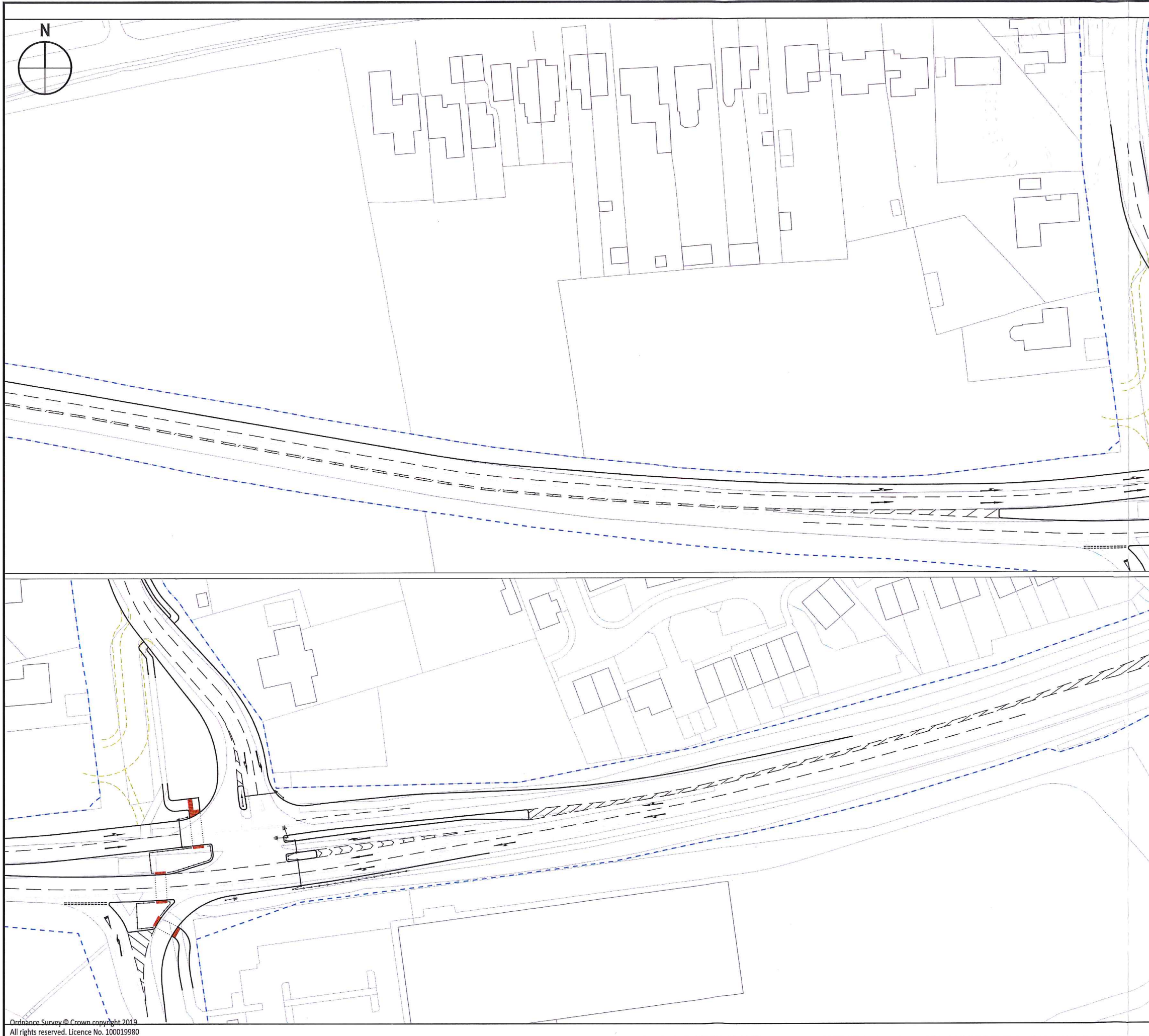
KEY

Existing hardstanding to be retained

Proposed hardstanding to widen existing route or create new route

Wellcome Genome Development Project				Wellcome	
A505 Cycleway Improvements				 <small>Network Building, 97 Tottenham Court Road, London W1T 4TP t: 020 7580 7373 e: enquiries@vectos.co.uk</small>	
DRAWN: JM	CHECKED: EW	DATE: 01/10/2018	SCALES: 1:1000 at A3	DRAWING NUMBER: 173279/A/102	REVISION: .

Appendix 3E
Proposed Mitigation at Junction 3: A505/Moorfield Road drawing number 173279/A/106



Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. Based on TPA plan: Proposed Mitigation at Junction 3: A505/Moorfield Road.

MD
MD

REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT:
Wellcome Trust

PROJECT:
Wellcome Genome Development Project

DRAWING TITLE:
**Proposed Mitigation at Junction 3:
A505/Moorfield Road**

SCALES:
1:1000 at A3

DRAWN:	CHECKED:	DATE:
KB	SM	24.04.2020

vectors

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

DRAWING NUMBER:	REVISION:
173279/A/106	

Appendix 3F
Existing Campus Bus Services Timetable

Wellcome Genome Campus Bus Service

Summary of Bus Services

Morning Services

Route No.	1	2	3	4	5	7	8	9	SW
Route	Central Cambridge	Central Cambridge	South villages	Cherry Hinton - Fulbourn	North Cambridge (Arbury)	Central – Cherry Hinton	East Cambridge – Cherry Hinton	North Cambridge (Kings Hedges)	Saffron Walden 1 & 2
Capacity	79	79	53	53	79	53	79	53	38 / 38
Arrival time	08:35	09:00	08:50	09:15	09:00	09:00	09:00	08:50	08:50 / 09:25

Evening Services

Route No.	1	SW	5	1a	2	5a	3	8	4	9	Shuttle	Shuttle
Route	Central Cambridge	Saffron Walden	North Cambridge	Central Cambridge	Mowbray Road	North Cambridge	South villages - North	Cherry Hinton – East Cambridge	Cherry Hinton - Fulbourn	South villages – Central - Chesterton	Late stopper	Very late stopper
Capacity	53	53	53	79	53	53	53	79	53	53	16	16
Departure time	17:15	17:20	17:20	17:30	17:30	17:35	17:35	17:35	18:00	18:40	19:20	20:30

Weekend Services

Arrival	Departure
10:00	16:00
Capacity	16

Please be advised that the buses operate on each day of the weekend of a bank holiday but not on Good Friday or the bank holiday Mondays. Buses do not operate during national bank holidays and when the Wellcome Genome Campus is closed between Christmas and New Year. A reduced service is put on the week before Christmas with a booking system

Date of copy September 2019 – please check with staff intranet if times have changed

Wellcome Genome Campus Bus Service

Morning services

Central Cambridge – Fast services	Route 1 79 seater	Route 2 79 seater
Stop	Time	Time
St Pauls (Hills Road) bus stop	08:00	08:25
Hills Road / Station Rd Corner	08:05	X – Route 7
Mowbray Road bus stop	08:10	08:35
Wellcome Genome Campus	08:35	09:00

Trumpington – Shelford - Sawston	Route 3 53 seater
Silver Street	08:10
Trumpington High St - Past Long Road, Nr Gazeley Lane	08:20
Trumpington (Opposite Maris Road / Nr Shell Garage)	08:25
Shelford Rd opp Exter Close just before Addeenbrooks Rd	08:26
Great Shelford (by Red Phone box opp Westfield Rd)	08:27
Great Shelford, Post Office, High Green)	08:28
London Road past Station Road	08:29
Stapleford bus stop before Rose Pub	08:30
Sawston (War Memorial)	08:35
Pampisford (White Horse Pub)	08:37
Wellcome Genome Campus	08:50

Cherry Hinton – Fulbourn – Last pick-up service	Route 4 53 seater
Mowbray Road / Cherry Hinton Road (Opp Acacia Guest House)	08:50
Cherry Hinton near Robin Hood on Fulborn Rd	08:52
Bus stop before Yarrow Rd on Cherry Hinton Rd	08:55
Haggis Gap bus stop	08:58
Genome Campus	09:15

North Cambridge (Arbury) service	Route 5 79 seater
Mitchams Corner, at the Westbook Centre	08:00
Gilbert Road bus stop before Carlton Way	08:05
Histon Road bus stop	08:07
Castle Street bus stop	08:15
Madingley Road bus stop opp Storeys Way	08:18
Madingley Road just after J J thompson avenue	08:20
Madingley Road opposite P&R	08:21

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Wellcome Genome Campus Bus Service

Wellcome Genome Campus	09:00
------------------------	-------

Cambridge/Cherry Hinton	<u>Route 7</u> 53 seater
--------------------------------	-------------------------------------

Hills Road just after Station Rd	08:30
Cherry Hinton near Robin Hood on Fulborn Rd	08:37
Bus stop before Yarrow Rd on Cherry Hinton	08:40
Haggis Gap bus stop	08:42
Wellcome Genome Campus	09:00

Central East Cambridge stopping service	<u>Route 8</u> 79 seater
--	-------------------------------------

Grafton Centre Bus Station	08:05
Newmarket Rd bus stop (near the Tesco pedestrian entrance)	08:09
Newmarket Rd bus stop (opposite CUFC)	08:12
Barnwell Rd bus stop after Peverel Road	08:16
Coldhams Lane bus stop by rail bridge (Sainsbury's End)	08:20
Cherry Hinton High St bus stop at junction of Coldhams Lane	08:23
Cherry Hinton bus stop (Fulbourn Rd near Robin Hood pub)	08:27
Bus stop before Yarrow Road roundabout	08:30
Haggis Gap	08:32
Wellcome Genome Campus	09:00

North Cambridge (Kings Hedges) service	<u>Route 9</u> 53 seater
---	-------------------------------------

Buchan Street bus stop	08:00
Kings Hedges Rd (nr Cambridge Regional College Bus Stop)	08:01
Milton Road bus stop after Arbury Road	08:05
Northampton Street bus stop	08:10
Madingley Road bus stop opp Storeys Way	08:13
Madingley Road just after J J thompson avenue	08:15
Madingley Road opposite P&R	08:16
Wellcome Genome Campus	08:55

Evening services

R – Request stop, due to arrival times being dependent on load,
we cannot say when you will arrive at your destination

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Wellcome Genome Campus Bus Service

Central Cambridge and Cherry Hinton fast services

X – Does not stop

Route 1

53 seater

Route 1a

79 seater

Route 2

53 seater

Stop	Time	Time	Time
Wellcome Genome Campus	17:15	17:30	17:30
Red Cross Lane (near Addenbrookes)	17:30	17:45	X
Mowbray Road/Cherry Hinton Rd	X	X	18:00
Station Road	17:35	17:50	
St Pauls (Hills Road) bus stop	17:40	17:55	

Sawston – Shelford – Trumpington – North Cambridge

Route 3

53 seater

Wellcome Genome Campus	17:35
Pampisford (White Horse Pub)	17:43
Sawston (War Memorial)	17:45
Stapleford (The Rose Pub)	17:50
Tunwells Road Bus Stop after Station Road Stapleford	17:51
Gt Shelford, Post Office, High Green	17:52
Great Shelford (by Red Phone box opp Westfield Rd)	17:53
Shelford Rd opp Exter Close just before Addenbrookes Rd	17:54
Trumpington Shell Garage	17:55
Trumpington High St - Nr Gazeley Lane	17:58
Mowbray Road/Cherry Hinton Rd	R
Station Road	R
St Pauls (Hills Road) bus stop	R
Silver Street bus stop	R
Northampton Street	R
Madingley Road / Storeys Way	R
Madingley Road / Opp JJ Thompson	R
Madingley Road P&R	R

North Cambridge service

Route 5

53 seater

Route 5a

53 seater

Wellcome Genome Campus	17:20	17:35
Madingley Road P&R	17:39	17:54
Madingley Road / Opp JJ Thompson	17:40	17:55
Madingley Road / Storeys Way	17:42	17:57
Northampton Street	17:43	17:58
Mount Pleasant / Castle Street	17:45	18:00

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Wellcome Genome Campus Bus Service

Histon Road / Gilbert Road	17:47	18:02
Gilbert Road / Carlton Way	17:55	18:10
Arbury Road / Milton Road	18:00	18:15
Milton Road/Kings Hedges Rd	18:02	18:17
Kings Hedges Rd (opp Cambridge Regional College Bus Stop)	18:04	18:19
Buchan Street Roundabout (by The Spar Shop)	18:05	18:20

Central East Cambridge stopping service	<u>Route 8</u> 79 seater
Wellcome Genome Campus	17:35
Haggis Gap	17:53
Fulbourn Rd (Cherry Hinton) -"just past" City limit sign, footpath	17:55
Cherry Hinton bus stop	17:58
Bus stop in Cherry Hinton High St at junction of Coldhams Lane	18:01
Coldhams Lane bus stop by Rail Bridge (Sainsbury's End)	18:05
Barnwell Road/Peverel Road	18:10
Newmarket Road by CUFC	18:15
Newmarket Road bus stop by Seven Stars Pub	18:18
Grafton Centre	18:21

18:00 Fulbourn – Cherry Hinton – Central	<u>Route 4</u> 53 seater
R – Request stop, due to arrival times being dependent on load, we cannot say when you will arrive at your destination	
Wellcome Genome Campus	18:00
Haggis Gap	18:10
Fulbourn Rd (Tesco)	18:13
Cherry Hinton opp. Robin Hood	18:15
Cherry Hinton / Mowbray Road	18:20
Hills Road (Station Corner)	18:25
St Pauls (Hills Road) bus stop	18:30
Grafton Centre	R
Newmarket Road bus stop by Seven Stars Pub	R
Newmarket Road by CUFC	R
Barnwell Road/Peverel Road	R
Coldhams Lane bus stop by Rail Bridge (Sainsbury's End)	R
Bus stop in Cherry Hinton High St at junction of Coldhams Lane	R

18:40 Local villages – Central – Chesterton Late stopping service	<u>Route 9</u> 53 seater
--	-------------------------------------

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Wellcome Genome Campus Bus Service

R – Request stop, due to arrival times being dependent on load, we cannot say when you will arrive at your destination

Wellcome Genome Campus	18:40
Pampisford (White Horse Pub)	R: 18:43
Sawston (War Memorial)	R: 18:45
Stapleford (The Rose Pub)	R: 18:50
Tunwells Road Bus Stop after Station Road Stapleford	R: 18:51
Gt Shelford, Post Office, High Green	R: 18:52
Trumpington High Street near Shell	R: 18:55
Trumpington High Street, Grazeley Lane	R: 18:56
Mowbray Road	R
Hills Road / Station Corner	R
St Pauls (Hills Road) bus stop	R
Northampton Street	R
Chesterton Road	R
Milton Road / Gilbert Road	R
Milton Road / Arbury Road	R
Kings Hedges Rd (opp Cambridge Regional College Bus Stop)	R
Buchan Street Roundabout (by The Spar Shop)	R
Histon Road / Gilbert Road	R
19:20/20:30	<u>Shuttle</u> 16 seater
Wellcome Genome Campus	19:20/20:30
Whittlesford Parkway train station	R
Sawston	R
Stapleford	R
Gt. Shelford Bus stop nr Westfield Rd	R
Mowbray Road	R
Hills Road/Brooklands Ave (Station)	R
Hills Rd St Pauls Church	R
Northampton Street	R
Trumpington High St - Nr Gazeley Lane	R
Opposite Shell Garage, Trumpington	R

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Wellcome Genome Campus Bus Service

Saffron Walden

Morning service

Stop	Time	
	Route SW1 38 seater	Route SW2 38 seater
Saffron Walden High Street (Bus Stop Opposite Saffron Sports)	08:30	09:05
Saffron Walden Pleasant Valley Tesco Express	08:35	09:10
Littlebury bus stop Cambridge Rd, next to Rectory Close Corner	08:41	09:16
Gt. Chesterford (Railway Station)	08:45	09:20
Wellcome Genome Campus	08:50	09:25

Evening service

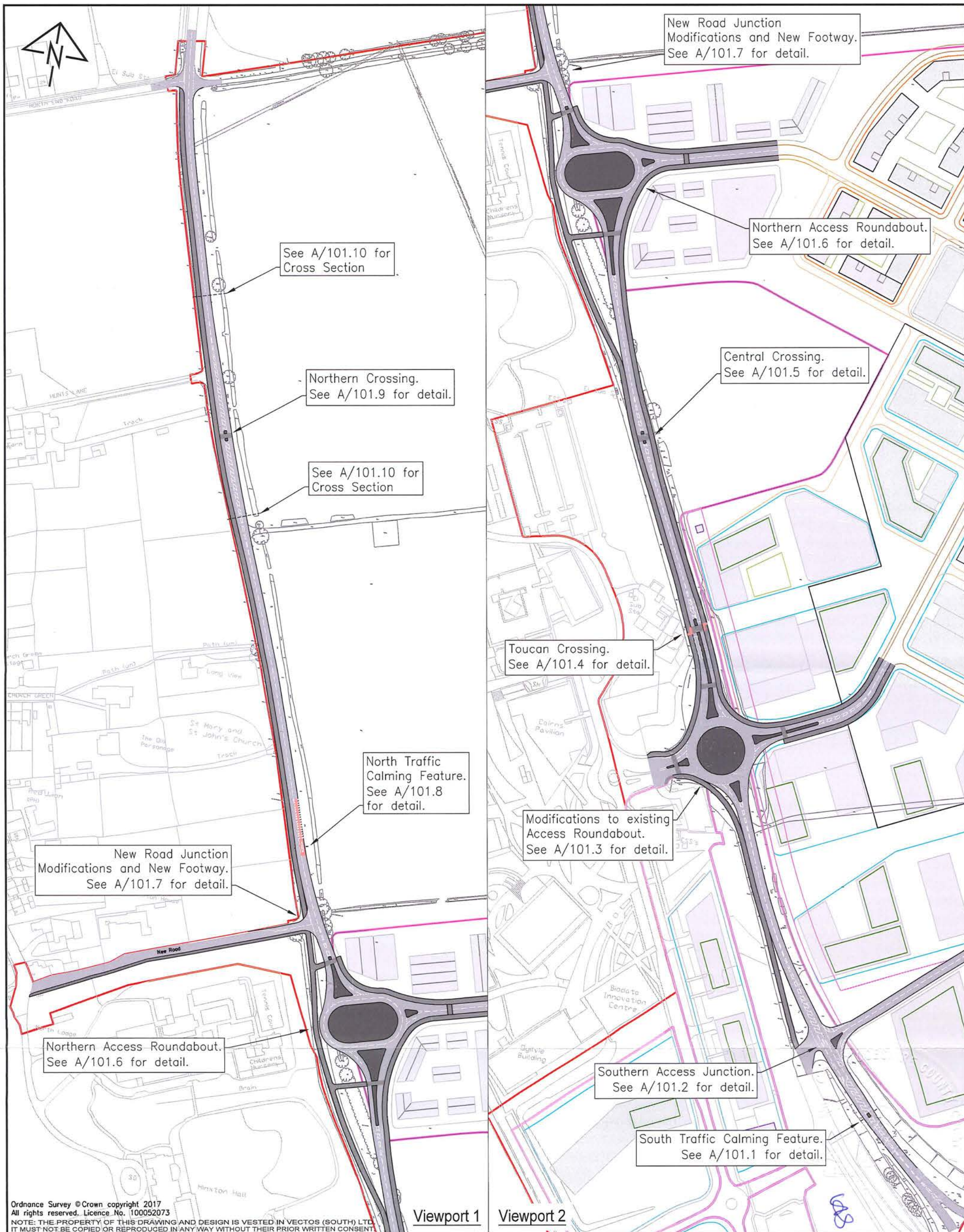
	Route SW 53 seater
Wellcome Genome Campus	17:20
Gt. Chesterford	17:25
Littlebury	17:32
Saffron Walden Pleasant Valley Tesco Express	17:40
Saffron Walden Debden/London Rd Intersection	17:42
Saffron Walden Common Hill	17:45
Saffron Walden Castle St	17:47

Wellcome Genome Campus Bus Service

Weekend Service Only (Saturday and Sunday) not Public Holidays

Stop	Time
	16 Seater
Northampton St Bus Stop	09:15
St Pauls (Hills Road) bus stop	09:25
Hills Road just after Station Road Junction	09:30
Mowbray Road	09:35
Trumpington Bus Stop opposite Maris Lane	09:40
Stapleford the Bus Stop by the Rose Pub	09:45
Sawston War Memorial	09:50
Wellcome Genome Campus	10:00
Stop	Time
	16 Seater
Wellcome Genome Campus	16:00
Sawston War Memorial	16:10
Stapleford the Bus Stop by the Rose Pub	16:12
Trumpington Bus Stop opposite Maris Lane	16:15
Mowbray Road	16:20
Hills Road just after Station Road Junction	16:25
St Pauls (Hills Road) bus stop	16:30
Northampton St Bus Stop	16:37

Appendix 3G
Proposed A1301 Modifications Overview drawing number 173279/A/101 revision F



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REV.	DETAILS	DRAWN	CHECKED	DATE
A	Revised Redline following review.	JM	EW	05/12/2018
B	Central median strip removed between existing access roundabout & northern access roundabout.	JM	EW	27/02/2019
C	Central crossing moved south.	JM	EW	04/03/2019
D	Southern Access splitter island enlarged	JM	EW	10/04/2019
E	Cross Sections added in vicinity of Northern Crossing.	JM	SM	31/07/2019
F	Kerbline colour changed to black.	JM	EW	04/09/2019

Notes:
 1. This is not a construction drawing and is intended for illustrative purposes only.
 2. White lining is indicative only.

Wellcome Genome Development Project

Wellcome

Proposed A1301 Modifications Overview

vector
 transport planning specialists

Network Building, 97 Tottenham Court Road, London W1T 4TP
 t: 020 7580 7373
 e: enquiries@vectors.co.uk

DRAWN: JM CHECKED: SM DATE: 28/11/2018 SCALES: 1:2500 at A3

DRAWING NUMBER: 173279/A/101

REVISION: F

Appendix 3H

Travel plan measures

Walking

- The masterplan has been designed to provide a good level of permeability across the campus for pedestrians including multiple crossing opportunities of the A1301. The crossing points will facilitate easy movement between sections of the expanded Campus and between the residential development and the existing Campus;
- The masterplan will include open spaces and high quality routes that connect the buildings;
- Provision of a signing strategy on Campus that includes a network of Wayfinding signs that include local destinations and approximate journey times;



- Delivery of a new section of footway connecting the A1301 (east) to High Street (west) in Hinxtan adjacent to New Road. The

footway would be provided through removal of the existing fence on the southern side of New Road and removal of some vegetation but retention of significant trees;

- Utilise Walk4Life website for local walking routes and information;
- Work with Cambridge County Council to facilitate active travel through improvements in footpaths in the local area.

Cycling

- Inclusion of high quality cycle parking across the site including a Cycle Hub which includes a mixture of short and long term parking as well as cycle maintenance facilities such as communal work stands and tyre pumps;
- On-site cycle hire scheme to facilitate movements around the Campus. Potential expansion of the scheme off-site
- Sections of new footway / cycleway provided along the A1301 in the vicinity of the Campus (plan **shown in Appendix B**);
- Regular bike repair clinics on Campus, such as 'Dr Bike' at least three times a year and encouragement to use Government backed initiative 'Cycle2Work' to allow reduced cost purchase of bikes.
- Cycle to work days for Campus workers with free breakfasts three times a year and existing Bike Mailing list and bike user group (BUG) proposed as the Campus expands;
- Provide 4 cycle training course per year, to include summer and winter training and take part in CTC Workplace Challenges and challenges organised by CCC;
- Install an electric bike charging point, and look into electric bike discounts at local bike shops;
- Work with Cambridgeshire County Council to facilitate active travel through improvements in cycle ways which will address the main barrier to cycling identified in the staff survey;
- Requirement for the different land uses across the Campus to include changing rooms for cyclists and active travellers, dedicated

showers proportionate to the likely number of users and clothes drying facilities;

- Provision of an improved cycle route between the Campus and Whittlesford Parkway station through upgrading of the existing route between the A505 roundabout and Whittlesford Parkway including a signalised (Toucan) crossing of the A505 at McDonalds roundabout;
- A new connection will also be provided between the Campus and the existing cycle route adjacent to the A1301 which starts to the north of North End Road;



- Funding towards the extension of the existing cycle route which terminates approximate 200m north of the McDonalds roundabout to provide continuation of the cycle route into Sawston along London Road / High Street. The route would provide onward connectivity to the Sawston Greenway which is being developed by the Greater Cambridge Partnership. Also funding of route improvements to the south towards Great Chesterford.
- Contribution towards enhanced cycle parking at Whittlesford Parkway station in coordination with the emerging station masterplan (Whittlesford Hub) proposals. This can include a cycle hire element such as the 'Bike and Go' scheme which is currently operating in Cambridge North and Ely.

Campus Bus Services

- Campus bus services will continue to serve existing origins/destinations and will be assessed and enhanced as required to meet future demand both in terms of capacity and location;
- Potential to extend the operating hours of the Campus Bus into the evenings and week-ends as an alternative to extension of the public bus route;
- Delivery of an Emergency Ride Home Policy for users of the Campus bus service;
- Enhancement of the existing Campus shuttle bus service which operates between the Campus and Whittlesford Parkway station to provide up to a 15 minute operating frequency during peak periods. The reliability of this service would be enhanced as part of the proposed highway improvements at the McDonalds (A505 / A1301) roundabout;

Public Bus

- o Option to extend the existing Citi7 bus route from Sawston along the A1301 and into the Campus;



Rail

- Organisations encouraged to offer employees interest free loans to help in the purchase of annual season tickets;
- The TPM will be expected to cooperate with Whittlesford hub Rail Users Group and Train Operating Companies on relevant schemes and potential improvements in services for Campus staff and future residents.



Car Sharing

- Continue to develop online journey sharing system (currently hosted by Liftshare.com) for employees, including contractors, who are eligible to be a member of this scheme. Investigate further development of the car share scheme using Camshare or bespoke facility
- Provision of a Guaranteed Ride Home scheme in case of an emergency for car sharers;
- Dedicated priority spaces for car sharers within Campus parking area;
- Promote Liftshare car sharing scheme to staff and residents;



- Promote “National Liftshare Week” in autumn, and emphasise the money saving aspect following the feedback from the staff survey.

Car Club

- Car Club operator (Zipcar or similar) have agreed to provide 5 car club cars across the Proposed Development which can be used by both residents and Campus workers. It an aim for these cars to be electric as soon as is practical. This will assist in reducing the need for car ownership for future residents and encourage employees not to bring their car to site;
- Dedicated car club spaces provided across the Campus;
- Introductory memberships provided to occupiers;



- Publicity and marketing material provided by the Car Club operator;
- Electric vehicle charging points to be provided to encourage use.

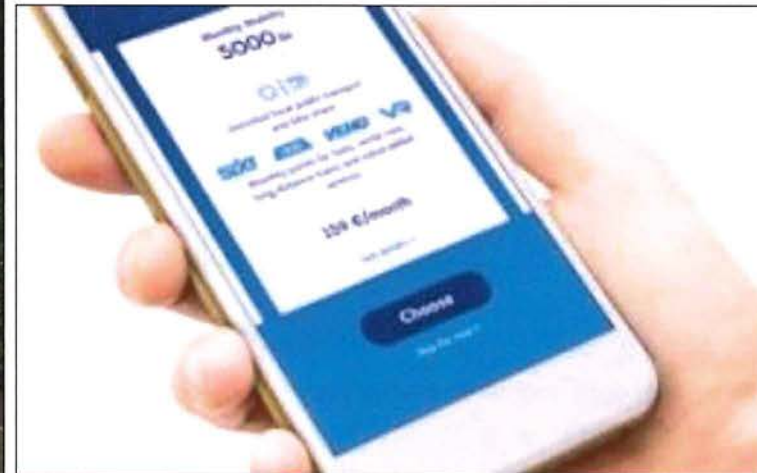
Future Developments

- Further installation of Electric Vehicle charging points in line with demand and feedback from the annual travel survey.
- Ensure on-going discussions with nearby business parks i.e. Granta Park to explore opportunities for combined services where beneficial.



Possible Future Innovation

- Demand Responsive Bus Services - future opportunities for the Campus shuttle bus to be operated using a demand responsive element, particularly on the lower patronage routes
- Wellcome to consider introducing a Rider App which will collect detailed data and information on where riders start their journeys and therefore suggest a new network plan that will deliver a more efficient service
- Wellcome to further investigate an autonomous vehicle service between Whittlesford Parkway station and the Campus



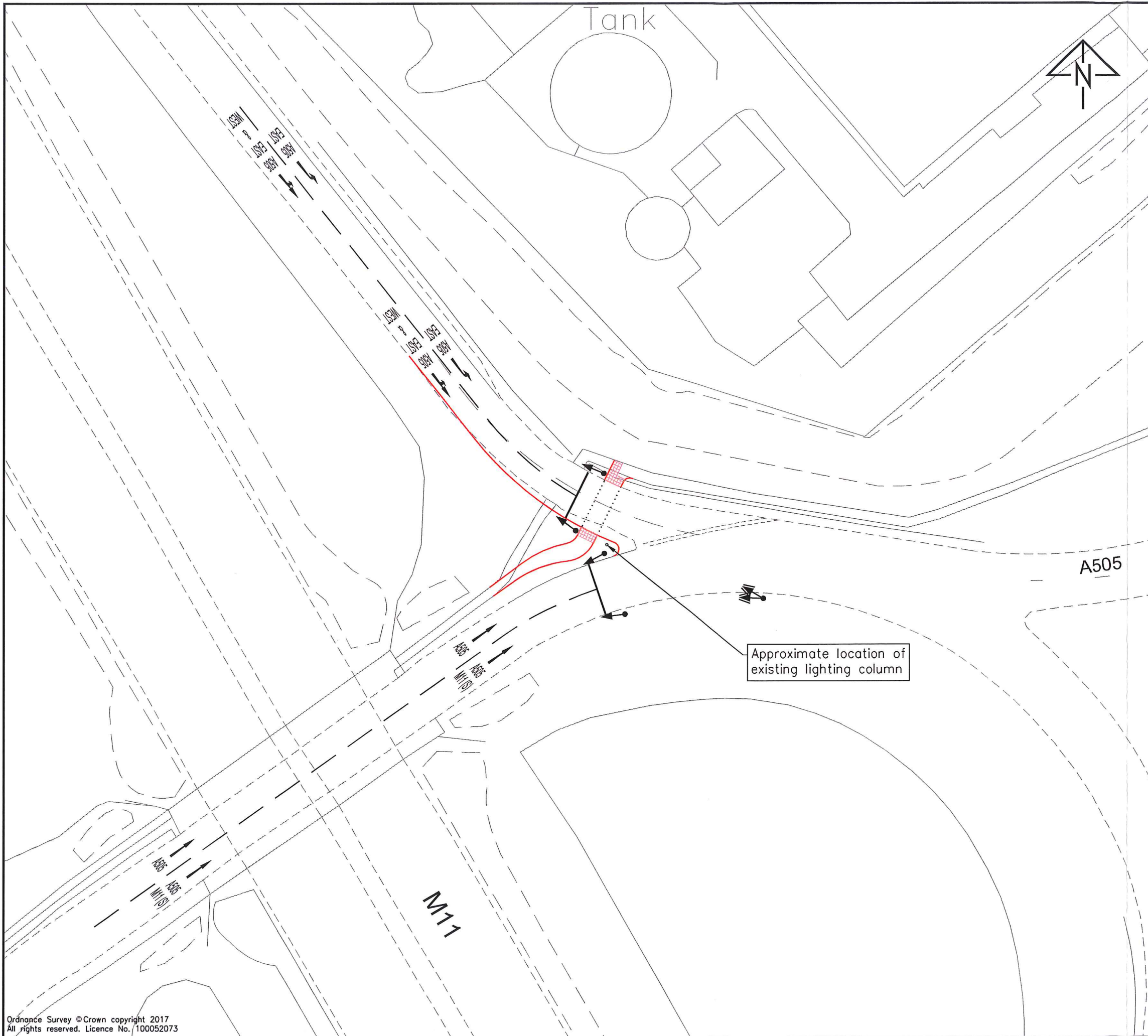
Communication & Information

- Continue membership of the Cambridgeshire Travel for Work Partnership (Welcome have been members since 2005;
- Regular promotion of sustainable travel events via email, newsletters and intranet page;
- Welcome Pack provided to all new employees and residents which will include all relevant travel information to include Travel to Work Guidelines and a protocol in respect of village routes;
- Campus bus twitter account: @WTGC_Buses provides information on the running on the services;
- Promotion of Travel Planning Smart Phone applications across Cambridgeshire.
- Personal Travel Planning for employees and residents. This will be offered to all employees and residents and will focus on transport options that are available depending on the individuals travel patterns.

Other Measures

- Encourage flexible working hours for employees through discussions with occupiers;
- Run an awareness campaign throughout the Campus that promotes video teleconferencing as an alternative to travel to meeting, flexible working, home/mobile working;
- Investigating community concierge for residential elements

Appendix 3I
Junction 10 of M11 illustrative drawing number 173279_A_104



Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.

Handwritten: *AS*
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REV.	A	Kerb re-alignment offside lane.	JM	SM	30.04.2019
REV.		DETAILS	DRAWN	CHECKED	DATE

CLIENT:
Wellcome

PROJECT:
Wellcome Genome Development Project

DRAWING TITLE:
Proposed M11 Junction 10 Improvements

SCALES:
1:500 at A3

DRAWN:	JM	CHECKED:	SM	DATE:	29/11/2018
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DRAWING NUMBER:	173279/A/104	REVISION:	A
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SCHEDULE 4

HOUSING

SCHEDULE 4 DEFINITIONS

"Acceptable Lettings Offer"	means a bona fide offer from a person who is financially capable of paying the relevant rent for a Residential Unit comprising Housing to Let or which is considered otherwise acceptable by the lessor
"Acceptable Offer"	means a bona fide offer from a person who is financially capable of proceeding with the purchase of a Residential Unit comprising Housing for Sale or which is considered otherwise acceptable by the offeree
"Affordable Sharer Accommodation"	means Sharer Accommodation intended for Campus Related Workers meeting part (c) of the definition of Eligible Persons
"Alternative Disposal Strategy"	means a strategy to be agreed with the District Council pursuant to either paragraph 5.2.1(b)(iii) and 5.3.1(b)(iii) of this Schedule regarding a Residential Unit that has not first sold or first let (as applicable) to a Campus Related Worker and which could include the sale or letting of that Residential Unit on the Open Market
"Approved Sales and Lettings System"	means the overarching framework coordinating sales and lettings of the Residential Units managed by the Housing Coordinator as approved by the District Council pursuant to paragraphs 4.1 and 4.3 of this Schedule
"Build to Rent"	means purpose built housing for rent
"Campus Affordable Housing"	means the Residential Units prioritized to Eligible Persons comprising Discounted Market Rent Units, Discounted Market Sale Units and Affordable Sharer Accommodation as agreed with the District Council pursuant to paragraph 4.2.7 of this Schedule
"Certificate"	a certificate prepared by the Housing Coordinator confirming that the relevant marketing requirements of the Approved Sales and Lettings System have been complied with in respect of a Residential Unit and that Residential Unit may be marketed on the Open Market such certificate to include details of the marketing undertaken and all offers received for the relevant Residential Unit prior to the date of the certificate and "Certifies" shall be construed accordingly
"Death of a Campus Related Worker"	the death of a Campus Related Worker so that the relevant Residential Unit or room within Sharer Accommodation is no longer Occupied by a Household comprising a Campus Related Worker
"Discount"	<p>means:</p> <p>(a) in the case of the Discounted Market Rent Units the applicable discount from local Market Value rents; and</p> <p>(b) in the case of the Discounted Market Sale Units the applicable discount from Market Value;</p> <p>and the term "Discounted" shall be construed accordingly.</p>
"Discounted Market Rent Unit"	means a Residential Unit let at a minimum thirty per cent (30%) discount to local Market Value rents

"Discounted Market Sale Unit"	means a Residential Unit that shall not be sold other than at a discount to Market Value of at least twenty five percent (25%)
"Eligible Persons"	<p>means Campus Related Workers who satisfy the criteria for Campus Affordable Housing as set out in the Approved Sales and Lettings System because they cannot afford the equivalent housing at Market Value and:</p> <ul style="list-style-type: none"> a) to be eligible for priority for Discounted Market Sale Units shall be a Household earning less than £60,000 (sixty thousand pounds) (gross) per annum Index Linked; b) to be eligible for priority for Discounted Market Rent Units shall be a Household earning less than £40,000 (forty thousand pounds) (gross) per annum Index Linked; and c) to be eligible for priority for a room within Affordable Sharer Accommodation shall be a Campus Related Worker earning less than £25,000 (twenty-five thousand pounds) (gross) per annum Index Linked
"Event"	means that a Residential Unit has been sold or let (as applicable) on the Open Market, the Home-link Scheme or to Science Park Employees the Occupation Restriction having been waived for the duration of the relevant sale or letting
"Exception Event"	<p>means the occurrence of one of the following in respect of a Residential Unit:</p> <ul style="list-style-type: none"> (a) Severance of Occupation; or (b) Death of a Campus Related Worker
"Home-Link Scheme"	the District Council's choice based lettings scheme through which council and housing association homes are advertised and let across the Cambridge sub region or any other equivalent scheme as may supersede it
"Homeowner"	means a Household owning Housing for Sale
"Housing Coordinator"	means a person or persons nominated by the Owner to manage and monitor some or all of the Residential Units in accordance with the Approved Sales and Lettings System
"Housing Monitoring Report"	means a factual statement reporting on the delivery and Occupation of the Residential Units submitted pursuant to paragraph 7 of this Schedule
"Housing to Let"	means any Residential Unit(s) provided as Rental Tenure
"Housing for Sale"	means any Residential Unit(s) provided for sale including Discounted Market Sale Units
"Housing Waiting List"	means the document demonstrating demand for Residential Units maintained in accordance with paragraph 4.6 of this Schedule
"Market Value"	means the sales value of a Residential Unit comprising Housing for Sale or the rental value of a Residential Unit comprising Housing to Let assuming it is to be sold or let (as applicable) on the open market free from the Occupation Restriction and any other restrictions or discounts that would otherwise affect the value of a Residential Unit under this Deed

"Occupation Restriction"	means the restriction on occupation contained in paragraph 3.1 of this Schedule
"Open Market"	means housing offered for sale or let to persons other than those on the Housing Waiting List and Campus Related Workers
"Priority Procedure"	means the process by which the allocation of a Residential Unit is prioritised by the Housing Coordinator as set out in paragraph 4.2.7 of this Schedule and as further set out in the Approved Sales and Lettings System
"Register of Occupation"	<p>means a register maintained by the Housing Coordinator of the following information regarding the Occupants of Residential Units (subject at all times to complying with applicable data protection legislation and policy):-</p> <ul style="list-style-type: none"> a) the number of Occupants in each Residential Unit; b) how many Occupants in each Residential Unit are School Aged Children; and c) how many Occupants in each Residential Unit are Campus Related Workers; or d) where the Residential Unit is not Occupied by at least 1 (one) Campus Related Worker, a note to that effect
"Rental Tenure"	means Residential Units that are offered for rent including Sharer Accommodation, Discounted Market Rent Units and Build to Rent or another rental tenure subject to the ongoing needs of the Campus and as may be agreed between the District Council and the Owner
"Rental Valuation"	means a written certificate prepared by a Valuer confirming the rental value of the relevant type of Residential Unit comprising Housing to Let
"School Aged Children"	means children aged 18 (eighteen) or under who are in full time education
"Science Park Employees"	<p>means individuals whose place of employment is at a recognised science park within an 11km (eleven kilometre) radius of the Campus including:</p> <ul style="list-style-type: none"> a) Granta Park; b) Babraham Institute; c) Chesterford Research Park; d) such other employer as is agreed in writing by the Council; and e) if Cambridge South railway station is delivered, employees on Cambridge Biomedical Campus
"Severance of Occupation"	means a Residential Unit or room within Sharer Accommodation which is Occupied by a Household that no longer contains a Campus Related Worker because that former Campus Related Worker is no longer employed at the Campus
"Sub-letting Request"	a written request made by a Household to the Housing Coordinator to sub-let all or part of a Residential Unit comprising Housing to Let

- "Tenure Mix"** means the overall tenure mix of Residential Units as indicatively set out in paragraph 1.1 of this Schedule with flexibility afforded to the Owner to amend the minimum requirement for Residential Units to be offered for sales, or on a rental basis where this better meets the identified need of Campus Related Workers (subject to the prior written approval being given by the District Council)
- "Unit Size"** means the number of bedrooms in a Residential Unit
- "Unit Size Mix"** means the mix of Unit Sizes of Residential Units as indicatively set out in paragraph 2.1 of this Schedule save for as otherwise agreed in writing with the District Council
- "Valuation Certificate"** means a written certificate prepared by a Valuer confirming the value of a Residential Unit consisting of Housing for Sale which in the case of any Discounted Market Sale Unit shall always be a value applying the Discount
- "Valuer"** means an independent expert who is registered with the Royal Institution of Chartered Surveyors as a registered valuer and a member or fellow of the Royal Institution of Chartered Surveyors whose appointment shall be agreed between the Housing Coordinator and the owner of the relevant Residential Unit; or in default of such agreement appointed on the application of either the Housing Coordinator or the owner of the relevant Residential Unit by or on behalf of the president of the Royal Institution of Chartered Surveyors.

1. **TENURE MIX**

The Owner covenants as follows:

- 1.1 Unless otherwise agreed with the District Council, the Owner shall provide 30% (thirty per cent) of the Residential Units as Campus Affordable Housing and at least 40% (forty per cent) of the Residential Units as Housing to Let and shall provide the Residential Units in accordance with the following indicative Tenure Mix:-

10% (ten per cent) Discounted Market Sale	10% (ten per cent) Affordable Sharer Accommodation	10% (ten per cent) Discounted Market Rent	20% (twenty per cent) Housing to Let	50% (fifty per cent) Housing for Sale or Housing to Let (subject to needs at the time)
30% (thirty per cent) Campus Affordable Housing				
	40% (forty per cent) Housing to Let			

- 1.2 The Tenure Mix comprised in each Reserved Matters Application containing Residential Units shall be informed by the findings of the latest Housing Monitoring Report and the latest Housing Waiting List and shall reflect the current and ongoing specific requirements of Campus Related Workers to ensure flexibility as the Development comes forward for the Campus Affordable Housing to reflect the range of incomes of Campus Related Workers.
- 1.3 If the findings of the latest Housing Monitoring Report or the latest Housing Waiting List or the emerging operational needs of the Development indicate that the Tenure Mix needs to be amended the Owner will discuss those amendments with the District Council and submit any proposed amendments for approval in writing by the District Council provided that the amendments do not

undermine the key principles that the Residential Units will comprise 30% (thirty per cent) Campus Affordable Housing and at least 40% (forty per cent) Housing to Let.

- 1.4 The final Reserved Matters Application containing Residential Units shall demonstrate to the reasonable satisfaction of the District Council how the overall approved Tenure Mix will be met by the Owner.
- 1.5 Following satisfaction of paragraph 1.4 above and subject to paragraph 5 of this Schedule, the Development shall not thereafter be Occupied other than in accordance with the key principles that the Residential Units will comprise 30% (thirty per cent) Campus Affordable Housing and at least 40% (forty per cent) Housing to Let.

2. UNIT SIZE MIX

The Owner covenants as follows:

- 2.1 Unless otherwise agreed in writing with the District Council, the Owner shall provide the Residential Units in accordance with the following indicative Unit Size Mix:-

Type	Bedrooms (Unit Size)					
	Studio	1	2	3	4	Total
Unit Size range	0% – 15%	10% – 35%	20% - 60%	10% - 45%	0% - 20%	100%
Homes	0-225	150-525	300-900	150-675	0-300	Up to 1,500

- 2.2 The Unit Size Mix comprised in each Reserved Matters Application containing Residential Units shall be informed by the findings of the latest Housing Monitoring Report and the latest Housing Waiting List and shall reflect the current and ongoing specific requirements of the Campus and Campus Related Workers.
- 2.3 If the findings of the latest Housing Monitoring Report and the latest Housing Waiting List or the emerging operational needs of the Development indicate that the Unit Size Mix needs to be amended the Owner will discuss with the District Council any proposed amendments and such amendments shall be agreed in writing by the District Council.
- 2.4 The final Reserved Matters Application containing Residential Units shall demonstrate to the reasonable satisfaction of the District Council how the overall agreed Unit Size Mix will be met by the Owner.

3. OCCUPATION RESTRICTION AND DISCOUNT

- 3.1 The Owner shall ensure that the Residential Units (or rooms in respect of Sharer Accommodation) are Occupied by at least 1 (one) Campus Related Worker (which is defined as the "Occupation Restriction" in this Schedule 4).
- 3.2 The Occupation Restriction is subject to paragraph 5 of this Schedule and an Event having taken place.
- 3.3 The Owner shall ensure that the Discount is retained for the Lifetime of the Development unless the District Council agrees otherwise in writing.

4. **SALES AND LETTINGS SYSTEM**

- 4.1 On or prior to submission of the first Reserved Matters Application containing Residential Units, the Owner shall submit the draft sales and lettings system to the District Council for its written approval. The Owner shall not permit any of the Residential Units to be first Occupied until the District Council has approved the sales and lettings system in writing.
- 4.2 The sales and lettings system shall include the following details unless otherwise agreed with the District Council pursuant to paragraph of 4.3.1 this Schedule:-
- 4.2.1 the objectives for the provision and Occupation of the Residential Units;
 - 4.2.2 the processes for marketing the Residential Units which could involve the engagement of estate agents and/or lettings agents and/or other operators taking account of the principles contained in paragraph 5 of this Schedule;
 - 4.2.3 the role of the Housing Coordinator including maintenance of the Housing Waiting List, monitoring compliance with the latest Approved Sales and Lettings System and maintenance of the Register of Occupation;
 - 4.2.4 the role of the Housing Waiting List to be prepared in accordance with paragraph 4.6 of this Schedule in informing demand for Residential Units;
 - 4.2.5 the process for selling Housing for Sale taking account of the cascade principles contained in paragraph 5 of this Schedule, which shall include how the Housing Coordinator Certifies compliance with the Approved Sales and Lettings System so that a Homeowner of a Residential Unit is free to market that Residential Unit on the Open Market;
 - 4.2.6 the process for letting Housing to Let taking account of the cascade principles contained in paragraph 5 of this Schedule, which shall include how the Housing Coordinator Certifies compliance with the Approved Sales and Lettings System so that a Residential Unit comprising Housing to Let may be let on the Open Market;
 - 4.2.7 the Priority Procedure to be agreed between the Owner and the District Council for prioritising the allocation of Residential Units, including:
 - (a) specifying how any Campus Affordable Housing comprised in a Reserved Matters Area will be prioritised to Eligible Persons; and
 - (b) in respect of all Residential Units:
 - (i) how the allocation of Housing for Sale and Housing to Let shall be first prioritised to Campus Occupiers or prospective Campus Occupiers who, in the discretion of the Owner, require the Residential Units; and
 - (ii) how the Housing for Sale and the Housing to Let shall be allocated to Campus Related Workers who have made Acceptable Offers or Acceptable Lettings Offers (as applicable) on a first come first served basis in accordance with the Housing Waiting List; and
 - (c) the process governing Occupation of a Residential Unit where an Exception Event has occurred including the level and nature of information that can reasonably be required by the District Council in order that the District Council may be satisfied that an Exception Event has occurred;
 - (d) the process governing Sub-letting Requests including the level of detail required to support such request.

4.3 The Approved Sales and Lettings System:

- 4.3.1 may be revised from time to time as agreed between the Owner and the District Council in writing; and
- 4.3.2 will be reviewed at the District Council's request if more than five per cent (5%) of the Residential Units within any Reserved Matters Area are subject to Events and if it is considered that a revision to the Approved Sales and Lettings System will limit the number of Events to occur in future Reserved Matters Applications containing Residential Units such revisions to be agreed in writing between the District Council and the Owner.

4.4 The Residential Units within each Reserved Matters Area shall be delivered in accordance with the Approved Sales and Lettings System (in effect at the time) and shall not be Occupied or further Occupied other than in accordance with the Approved Sales and Lettings System (in effect at the time) for the Lifetime of the Development.

4.5 The Owner shall include information in each Housing Monitoring Report to demonstrate compliance with the Approved Sales and Lettings System (in effect at the time) including in respect of the Reserved Matters Area(s) the details of the number and percentage of Residential Units that have been subject to an Event.

4.6 The Housing Coordinator shall on behalf of the Owner maintain a Housing Waiting List which shall (subject to data protection legislation and guidance):

- 4.6.1 identify the expected housing need (including by number type and tenure of Residential Units) of existing and prospective Campus Occupiers or an organisation that is or will be operating at the Campus;
- 4.6.2 identify the number type and tenure of Residential Units required or expected to be required by Campus Related Workers; and
- 4.6.3 where such information is available note the size of any prospective Household, the size and tenure of the Residential Unit sought, whether that Household comprises Eligible Persons, and the timing of when a Residential Unit is needed.

5. **MARKETING**

The Owner covenants as follows:

5.1 The Residential Units shall not be marketed, sold or let to the Open Market other than in accordance with the Approved Sales and Lettings System (in effect at the time) which shall comprise the following cascade principles unless otherwise agreed between the Owner and the District Council.

5.2 Housing for Sale

First Sale

5.2.1 The first sale of a Residential Unit to a Homeowner shall be in accordance with the following steps (as applicable):

- (a) the Residential Units identified as Housing for Sale shall not be marketed other than exclusively to Campus Related Workers for at least twelve (12) consecutive weeks;
- (b) provided that the Owner can demonstrate that the relevant Residential Unit has been marketed in accordance with the Valuation Certificate and in the event that there has been no Acceptable Offer from a Campus Related Worker for any Residential Unit comprising Housing for Sale within the twelve (12) week period of it being first marketed, the Owner shall:-
 - (i) continue to market that Residential Unit as Housing for Sale to Campus Related Workers; and
 - (ii) be permitted to market the Residential Unit as Housing to Let to a Campus Related Worker pursuant to paragraph 5.2.3 of this Schedule PROVIDED THAT where such Residential Unit is subsequently re-marketed as Housing for Sale by the Owner, the restriction on marketing to Campus Related Workers contained in paragraphs (a) and (b) of this paragraph 5.2.1 shall apply;
 - (iii) engage with the District Council to agree an Alternative Disposal Strategy and if that Alternative Disposal Strategy results in the Occupation Restriction in paragraph 3.1 of this Schedule being waived an Event shall be recorded.

Re-Sale

5.2.2 The re-sale of a Residential Unit comprising Housing for Sale by a Homeowner shall be in accordance with the following steps (as applicable):

STAGE 1 (4 WEEK PERIOD)

- (a) the Homeowner shall notify the Housing Coordinator that the Residential Unit is for sale;
- (b) for a period of four (4) consecutive weeks from the date of such notification the Owner (or an approved body on behalf of the Owner) shall have a right of first refusal to buy back the Residential Unit where it makes an Acceptable Offer;
- (c) during the four (4) week period the Housing Coordinator shall notify those persons on the Housing Waiting List who may be a match for the relevant Residential Unit with the aim of securing an Acceptable Offer from a person on the Housing Waiting List;
- (d) the Owner may at any stage during the four (4) week period confirm in writing to the Housing Coordinator that it will not be exercising its right of first refusal to buy back the relevant Residential Unit and from the date of such written confirmation the Homeowner may accept an Acceptable Offer that has been received from a person on the Housing Waiting List;

STAGE 2 (5 WEEK PERIOD)

- (e) at the end of four (4) weeks beginning on the date of notification to the Housing Coordinator in paragraph 5.2.2(a) above if either the Owner has not exercised its right of first refusal or if no Acceptable Offer has been received from a person on the Housing Waiting List pursuant to paragraphs 5.2.2(c) and (d) above, the Residential Unit shall then be marketed to all Campus Related Workers for a period of five (5) consecutive weeks;

STAGE 3 (4 WEEK PERIOD)

- (f) provided that the Homeowner can demonstrate to the Housing Coordinator that the relevant Residential Unit has been marketed in accordance with the Valuation Certificate and in the event there is no Acceptable Offer from a Campus Related Worker for the Residential Unit within five (5) weeks of it being marketed to all Campus Related Workers pursuant to paragraph 5.2.2(e) above, the Housing Coordinator shall notify the Homeowner that for a further period of four (4) consecutive weeks the Homeowner shall:-
 - (i) continue marketing the Residential Unit as Housing for Sale to Campus Related Workers;
 - (ii) be permitted to market the Residential Unit as Housing to Let by a Campus Related Worker in accordance with the re-let procedure in paragraph 5.3.2 of this Schedule PROVIDED THAT where such Residential Unit is re-marketed as Housing for Sale in the future that Residential Unit shall be marketed on the terms specified for re-sale in this paragraph 5.2.2; and / or
 - (iii) be permitted to market the Residential Unit for sale to Science Park Employees and if a sale to a Science Park Employee results the Occupation Restriction in paragraph 3.1 of this Schedule shall be deemed to have been waived by the District Council until that Residential Unit is next sold and an Event shall be recorded;

STAGE 4 (13 WEEKS FROM NOTIFICATION TO THE HOUSING COORDINATOR)

- (g) except where the Homeowner (in its absolute discretion) has decided to let the Residential Unit pursuant to paragraph 5.2.2(f)(ii) above and provided that the Homeowner can demonstrate to the Housing Coordinator that the relevant Residential Unit has been marketed in accordance with the Valuation Certificate, if there has been no Acceptable Offer on the date that is thirteen (13) consecutive weeks from the date of notification to the Housing Coordinator pursuant to paragraph 5.2.2(a) above the Housing Coordinator shall Certify that the marketing of the Residential Unit has been carried out in accordance with the Approved Sales and Lettings System without an Acceptable Offer having been made and provide a copy of that Certificate to the District Council;
- (h) from the date of the Certificate in addition to continuing to market the Residential Unit in accordance with paragraph 5.2.2(f) of this Schedule the Homeowner shall be permitted to market the Residential Unit for sale on the Open Market and if a sale on the Open Market results the Occupation Restriction in paragraph 3.1 of this Schedule shall be deemed to have been waived by the District Council until that Residential Unit is next sold and an Event shall be recorded.

5.2.3 Where a Homeowner has accepted an Acceptable Offer for a Residential Unit pursuant to paragraph 5.2.2(d) above but that offer is subsequently withdrawn on or before the end of

the 4 (four) week stage 1 period, the Homeowner shall market the Residential Unit in accordance with the re-sale cascade principles starting at paragraph 5.2.2(e) (stage 2) onwards.

- 5.2.4 Where a Homeowner has accepted an Acceptable Offer for a Residential Unit pursuant to paragraphs 5.2.2(e) above but that offer is subsequently withdrawn on or before the end of the 5 (five) week stage 2 period, the Homeowner shall market the Residential Unit in accordance with the re-sale cascade principles starting at paragraph 5.2.2(f) (stage 3 onwards).
- 5.2.5 Where a Homeowner has accepted an Acceptable Offer for a Residential Unit but that offer does not result in a sale at or beyond the expiry of the thirteen (13) week time period from date of notification to the Housing Coordinator that the Residential Unit is for sale pursuant to paragraph 5.2.2(a) above, the Homeowner shall notify the Housing Coordinator and save for where the Homeowner (in its absolute discretion) decides to let the Residential Unit pursuant to paragraph 5.2.2(f)(ii) above, the Homeowner shall be required to re-market the relevant Residential Unit for a period of two (2) weeks exclusively to Campus Related Workers before being issued with a Certificate and being permitted to market that unit on the Open Market in accordance with paragraph 5.2.2(h) above.
- 5.2.6 The re-sale restrictions set out in sub-paragraphs 5.2.2(a) to 5.2.2(h), 5.2.3, 5.2.4 and 5.2.5 of this Schedule shall apply on any subsequent re-sale of a Residential Unit comprising Housing for Sale including where such Residential Unit has been sold on the Open Market pursuant paragraph 5.2.2(h).

5.3 Housing to Let

First Let

- 5.3.1 The first letting of a Residential Unit which shall include for the purposes of this paragraph a room in respect of Sharer Accommodation shall be in accordance with the following steps (as applicable):
- (a) the Residential Unit identified as Housing to Let shall not be marketed other than exclusively to Campus Related Workers for at least six (6) consecutive weeks.
 - (b) provided that the Owner can demonstrate that the relevant Residential Unit has been marketed in accordance with the Rental Valuation and in the event that there is no Acceptable Lettings Offer from a Campus Related Worker for any Residential Unit comprising Housing to Let within six (6) weeks of it first being marketed, the Owner shall:
 - (i) continue to market that Residential Unit as Housing to Let to Campus Related Workers;
 - (ii) except in the case of Residential Units comprising Discounted Market Rent Units be permitted to market that Residential Unit as Housing for Sale in accordance with paragraph 5.2.1 above; or
 - (iii) engage with the District Council to agree an Alternative Disposal Strategy and if that Alternative Disposal Strategy results in the Occupation Restriction in paragraph 3.1 of this Schedule being waived for the duration of that letting an Event shall be recorded.

Re-let

- 5.3.2 The subsequent letting of a Residential Unit which shall include for the purposes of this paragraph a room in respect of Sharer Accommodation shall be in accordance with the following steps (as applicable):
- (a) the Residential Unit shall not be marketed as Housing to Let other than exclusively to Campus Related Workers for at least four (4) consecutive weeks;
 - (b) provided that the Owner can demonstrate that the relevant Residential Unit has been marketed in accordance with the Rental Valuation and in the event that there is no Acceptable Lettings Offer from a Campus Related Worker within four (4) weeks of it being first marketed:
 - (i) the Housing Coordinator shall issue a Certificate a copy of which shall be sent to the District Council; and
 - (ii) from the date of the Certificate the Owner:
 - (1) shall continue to market the Residential Unit comprising Housing to Let to Campus Related Workers;
 - (2) shall be permitted to widen the marketing of the Residential Unit to Science Park Employees and in respect of a Discounted Market Rent Unit only to persons registered on the Home-link Scheme or by an alternative mechanism as approved by the District Council; and
 - (3) save for where the Residential Unit is a Discounted Market Rent Unit may also market the Residential Unit on the Open Market.

Lettings to persons who are not Campus Related Workers

- 5.3.3 Where a Residential Unit comprising Housing to Let (which shall include for the purposes of this paragraph a room in respect of Sharer Accommodation) is let to a Science Park Employee or on the Council's Home-link Scheme or to the Open Market pursuant to paragraphs 5.3.2(b)(ii)(2) and 5.3.2(b)(ii)(3) the following shall apply:
- (a) the Occupation Restriction in paragraph 3.1 of this Schedule shall be deemed to have been waived for the period of that letting;
 - (b) an Event shall be recorded;
 - (c) the lease shall include an initial fixed term of no more than 12 (twelve) months;
 - (d) the lease shall not be extended beyond the initial fixed term period of 12 (twelve) months where the Housing Coordinator determines that there is a Household on the Housing Waiting List who is willing and ready to move into that Residential Unit.
- 5.3.4 Compliance with paragraph 5.3.3(c) of this Schedule shall not require the Owner or the Housing Coordinator to terminate any tenancy or take any action to require an Occupier to vacate a Residential Unit where such termination or other such action is prohibited by law and no person shall be considered to be in breach of paragraph 5.3.3(c) to the extent and for so long as compliance with that obligation requires an order of the Court and such order is being sought or has been refused.

Housing Coordinator Certificates

- 5.3.5 In the event that the District Council considers that a Certificate has been issued by the Housing Coordinator unreasonably or in error pursuant to paragraphs 5.2.2(g), 5.2.5 or 5.3.2(b)(i) of this Schedule the District Council and/or the Owner shall be entitled to engage the other in dispute resolution pursuant to Clause 10 of this Deed and the outcome of that dispute resolution process shall inform the future process for issuing Certificates in respect of Housing for Sale or Housing to Let (as applicable).

6. EVENTS

- 6.1 Where an Event has occurred the Owner shall record that Event and report it in the latest Housing Monitoring Report.
- 6.2 When preparing a Reserved Matters Application containing Residential Units the Owner shall take into account all prior recorded Events in order to demonstrate in that Reserved Matters Application that the number, size and tenure of those Residential Units has been determined with the aim of avoiding further Events taking place.

7. REVIEW AND MONITORING

- 7.1 On the anniversary of the first Occupation of a Residential Unit the Owner shall submit a Housing Monitoring Report to the District Council and that report shall be updated every six (6) months thereafter until first Occupation of the last Residential Unit to be Occupied unless otherwise agreed between the District Council and the Owner.
- 7.2 Subject to data protection legislation and guidance, the Housing Monitoring Report and all updates to it shall include the following information:-
- 7.2.1 the number, tenure and size of Residential Units that have Reserved Matters Approval;
 - 7.2.2 the number, tenure and size of Residential Units under construction;
 - 7.2.3 the number, tenure and size of the Residential Units that have been completed ready for Occupation;
 - 7.2.4 the total number of Residential Units comprising Housing for Sale that have been sold including the median time taken to sell;
 - 7.2.5 the total number of Residential Units comprising Housing to Let that have been let including the median time taken to let;
 - 7.2.6 any updates/amendments required to the Tenure Mix and/or Unit Size Mix and evidence to support such updates/amendments;
 - 7.2.7 an update on the status of the Housing Waiting List;
 - 7.2.8 an update on the Household profile of those housed, including income levels for the Campus Affordable Housing and occupations by Campus Related Workers employed directly by a Campus Occupier and occupations by those employed by off- site employers who are on the Housing Waiting List;
 - 7.2.9 any Events that have taken place; and
 - 7.2.10 the Register of Occupation.
- 7.3 The Owner shall require the Housing Coordinator to maintain a Register of Occupation to demonstrate how the housing needs of the Campus have been met.

8. EXCEPTION EVENTS AND SUB-LETTING

8.1 Where an Exception Event occurs the occupation rights of the Household shall remain as follows and thereafter the relevant Residential Unit or room in respect of Sharer Accommodation shall then be marketed in accordance with the re-sale or re-letting procedure in accordance with paragraphs 5.2.2 or 5.3.2 of this Schedule (as applicable):

8.1.1 where the Exception Event is Severance of Occupation:

- (a) in the case of Housing for Sale until the Homeowner elects to sell and the property is subsequently sold; or
- (b) in the case of Housing to Let until whichever is later to occur of (i) to (iii) unless otherwise agreed in writing between the Owner and the Household:
 - (i) until the date the relevant lease can next be terminated; or
 - (ii) where the Household does not contain School Aged Children, until six (6) months after the date of Severance of Occupation; or
 - (iii) where School Aged Children form part of the Household, until one (1) year after the date of Severance of Occupation;

8.1.2 where the Exception Event is the Death of a Campus Related Worker:

- (a) in the case of Housing for Sale until the surviving occupants (which shall include but not be limited to the partner, spouse, relatives and beneficiaries under a will or under intestacy rights) of the deceased Campus Related Worker elect to sell; and
- (b) in the case of Housing to Let:
 - (i) where the occupying Household does not include School Aged Children until the date the relevant lease can next be terminated or until one (1) year from the date of the Death of the Campus Related Worker whichever is later unless otherwise agreed in writing between the Owner and the Household; or
 - (ii) where School Aged Children form part of the occupying Household until the Household no longer contains any School Aged Children and the Owner shall issue a new lease on substantially the same terms on a rolling annual basis or as otherwise may be agreed between the Owner and the Household.

8.2 Where a Sub-letting Request is made:

- 8.2.1 such Sub-letting Request shall comprise the reasons the sub-let is required and shall state the duration for which the sub-let is sought;
- 8.2.2 within two (2) weeks of the Sub-letting Request the Owner via the Housing Coordinator shall confirm its decision in writing whether or not to approve the Sub-letting Request (such approval to sub-let not to be unreasonably denied provided that the request is made by a Household who will still retain a link to the Campus);
- 8.2.3 on termination of any sub-lease unless otherwise agreed in writing between the Owner via the Housing Coordinator and the Household if the relevant Household decides not to Occupy or re-Occupy the Residential Unit that Residential Unit shall be marketed in accordance with the re-letting procedure in the Approved Sales and Marketing System.

9. **MORTGAGEE IN POSSESSION**

The housing provisions in this Schedule shall not be binding on any 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 the whole or any part of any individual Residential Unit or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

SCHEDULE 5

SCHEME PHASING AND GATEWAY PROVISIONS

SCHEDULE 5 DEFINITIONS

"Campus Related Worker Population"	means the total number of Campus Related Workers residing within the Development informed by the Population Monitoring
"Gateway Director"	means the individual appointed from time to time by the Owner with the responsibility for operating the Gateway Policy
"Gateway Policy"	means the policy set out in paragraphs 2.1 and 2.2 of this Schedule controlling selection of Research and Translation Occupiers and occupation of the Research and Translation Floorspace
"Occupation Certificate"	means written confirmation that: <ul style="list-style-type: none">a) a Research and Translation Occupier meets the Gateway Policy;b) the requirements of paragraph 2.3 of this Schedule have been complied with; andc) the Research and Translation Occupier may enter into a lease with the Owner to occupy Research and Translation Floorspace
"Research and Translation Floorspace"	means the floorspace within the Development used for research and translation uses within Use Classes B1, B2 and B8 of the Use Classes Order permitted by the Planning Permission
"Research and Translation Occupier"	an organisation which occupies or proposes to occupy in aggregate more than 2,000 (two thousand) square metres GEA of Research and Translation Floorspace

1. SCHEME PHASING

1.1 The Owner covenants that:-

- 1.1.1 no more than 90,000 (ninety thousand) square metres (GEA) of the Research and Translation Floorspace shall be Occupied until the Campus Related Worker Population first reaches 500 (five hundred) Campus Related Workers;
- 1.1.2 no more than 110,000 (one hundred and ten thousand) square metres (GEA) of the Research and Translation Floorspace shall be Occupied until the Campus Related Worker Population first reaches 1,000 (one thousand) Campus Related Workers; and
- 1.1.3 no more than 130,000 (one hundred and thirty thousand) square metres (GEA) of the Research and Translation Floorspace shall be Occupied until the Campus Related Worker Population first reaches 1,500 (one thousand five hundred) Campus Related Workers.

1.2 The Campus Related Worker Population shall be informed by the latest Population Monitoring Annual Report submitted to the District Council.

2. GATEWAY POLICY

Gateway Policy

- 2.1 For the Lifetime of the Development the Research and Translation Floorspace hereby permitted shall only be used or occupied by businesses, organisations or institutions which can show a demonstrable link to the uses or activities taking place at the Campus and whose uses or activities on the Site are primarily related to genomics or bioinformatics and this floorspace shall not be used or occupied for any other purpose, including any other purpose in Classes B1, B2 or B8 of the Schedule to the Use Classes Order, or in any provision equivalent to that class in any statutory instrument revoking and re-enacting the Use Classes Order with or without modification.
- 2.2 The uses and/or activities permitted under paragraph 2.1 of this Schedule shall include any or all of the following areas:
- 2.2.1 the production, interpretation or analysis of genetic or bioinformatics data;
 - 2.2.2 the investigation and dissemination of ideas, theories and concepts;
 - 2.2.3 the sharing with other Campus Occupiers of staff, equipment or data;
 - 2.2.4 collaborative working and research with other Campus Occupiers;
 - 2.2.5 education;
 - 2.2.6 enterprise or innovation;
 - 2.2.7 the design and development of processes; and
 - 2.2.8 the design and development of instruments or products (excluding primary manufacture and primary distribution of manufactured goods).

Management of Gateway Policy

- 2.3 The Owner covenants:
- 2.3.1 to notify the District Council of the identity of the Gateway Director and any successor to that role thereafter;
 - 2.3.2 to notify the District Council of each Research and Translation Occupier;
 - 2.3.3 not to permit the Research and Translation Floorspace to be Occupied by any Research and Translation Occupier whose proposed business activities would not or do not comply with the Gateway Policy at point of first Occupation;
 - 2.3.4 that the Gateway Director shall be responsible for determining whether a prospective Research and Translation Occupier meets the Gateway Policy and where a Research and Translation Occupier's proposed business activities are considered by the Gateway Director to meet the Gateway Policy the Gateway Director shall notify the District Council of:
 - (a) the identity of that organisation; and
 - (b) the Gateway Director's reasons for considering the proposed business operations meet the Gateway Policy;

and from the date of such notification the District Council shall have 20 (twenty) Business Days to confirm in writing whether or not it agrees with the Gateway Director that the Research and Translation Occupier meets the Gateway Policy;

- 2.3.5 following receipt of the District Council's confirmation in writing that a Research and Translation Occupier meets the Gateway Policy, the Owner may issue that Research and Translation Occupier with an Occupation Certificate;
 - 2.3.6 in the event that the District Council disagrees with the Owner pursuant to paragraph 2.3.4 of this Schedule that a Research and Translation Occupier does not meet the Gateway Policy the District Council shall be entitled to engage in dispute resolution pursuant to Clause 10 of this Deed and the Owner shall not permit Occupation by the Research and Translation Occupier until resolution of the dispute whereafter either an Occupation Certificate may be issued and or such Occupation shall not be permitted where the District Council's objection is upheld: and
 - 2.3.7 if no written confirmation is provided by the District Council to the Gateway Director pursuant to paragraph 2.3.4 of this Schedule within 20 (twenty) Business Days then the District Council's approval that the Research and Translation Occupier meets the Gateway Policy shall be deemed to have been given and an Occupation Certificate may be issued.
- 2.4 All Occupiers of the Research and Translation Floorspace shall comply with the Gateway Policy.
 - 2.5 If at any time the Gateway Director or the District Council issues a written request requiring a Research and Translation Occupier to provide written confirmation that its business activities comply with the Gateway Policy the relevant Research and Translation Occupier shall comply with such request within 20 (twenty) Business Days.

SCHEDULE 6

EDUCATION

DEFINITIONS

"Building Bulletin" means the Department for Education's Building Bulletin 103 providing area guidelines for mainstream schools (or such other replacement bulletin)

"Cost Per Child" means the sum of £15,095 calculated as follows £3,170,000/210

"County Council Child Yield Multipliers" means the following multipliers set out in the County Council's 'Planning Obligations Strategy – Consultation Draft March 2016':

Age Group	Number of Children per 100 Family Units		
	2 bed	3 bed	4 bed
Early Years (0-3)	10	20	35
Primary (4-10)	5	20	40
Secondary (11-15)	0	15	30

"Deliverable" means planning permission having been granted, a building contract having been let and a nursery provider identified

"Early Years Contribution" means a sum calculated in respect of a particular Reserved Matters Approval in accordance with the following formula:

$$(A1 \times B1) + (A2 \times B2) + (A3 \times B3) = \text{Early Years Contribution (£)}$$

Where:

A1 = the number of 'Early Years (0-3)' children anticipated to be resident in the 2 bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers

B1 = the relevant 'Early Years (0-3)' School Place Cost Multiplier applicable to 2 bed Family Units (Index Linked) (£)

A2 = the number of 'Early Years (0-3)' children anticipated to be resident in the 3 bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers

B2 = the relevant 'Early Years (0-3)' School Place Cost Multiplier applicable to 3 bed Family Units (Index Linked) (£)

A3 = the number of 'Early Years (0-3)' children anticipated to be resident in the 4+ bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers

B3 = the relevant 'Early Years (0-3)' School Place Cost Multiplier applicable

to 4+ bed Family Units (Index Linked) (£)

provided that such sum shall only be payable if either the expansion of the Existing Campus Nursery or provision of the Nursery within the Development pursuant to paragraphs 1.4.1 and 1.4.2 of this Schedule cannot be delivered and only if the location for the facility to be provided by the County Council within the Expansion Land pursuant to the Early Years Contribution is agreed with the County Council and the relevant land is transferred at no cost by the Owner to the County Council

"Existing Campus Nursery"	means the early years nursery located on the Existing Campus as shown indicatively pink and numbered '1' on the "Early Years Provision" plan appended to this Schedule at Appendix 6A
"Form of Entry"	means the number of classes per year group within school and references to "FE" shall be construed accordingly
"Minimum Viable Number"	means the minimum number of pupils anticipated to be generated by the Development which are required in order for the operation of the Primary School for 1FE to be financially viable, as demonstrated by the County Council (being the local authority with education responsibilities) with regard to up to date funding agreement approvals for new primary schools from the Secretary of State for Education
"Notice of Phase 2 Contribution Liability"	means a written notice at the time of submission of a Reserved Matters Application containing Family Units from the Owner to the County Council notifying the County Council of the Owner's estimated liability to pay the Phase 2 Contribution in respect of the Family Units within the Reserved Matters Area
"Notice of Primary Off-Site Education Contribution Liability"	means a written notice at the time of submission of a Reserved Matters Application containing Family Units from the Owner to the County Council notifying the County Council of the Owner's estimated liability to pay the Phase 2 Contribution in respect of the Family Units within the Reserved Matters Area
"Notice of Secondary Education Contribution Liability"	means a written notice at the time of submission of a Reserved Matters Application containing Family Units from the Owner to the County Council notifying the County Council of the Owner's liability to pay the Secondary Education Contribution in respect of the Family Units within the Reserved Matters Area
"Nursery"	means an early years nursery of up to 490 sqm located in Development Area 1 delivered in accordance with the Nursery Specification
"Nursery Building Agreement"	means a building lease for the construction of the Nursery and which shall set out terms for regulating the construction of the Nursery, the fit out and specification requirements and programme for delivery of the Nursery
"Nursery Specification"	means the requirements for the provision of the Nursery comprising: <ul style="list-style-type: none">a) an area of 315 sqm GEA built to Shell and Core for 60 early year places or to a specification as may be agreed with the Owner taking into account any relevant successor guidance and/or any requirements of a confirmed provider of the Nursery; andb) design flexibility to allow for future expansion up to 490 sqm GEA for 120 early year places.
"Off-Site Education Contribution Triggers"	means the triggers for payment of the Primary Off-Site Education Contribution and the Secondary Education Contribution in relation to a Reserved Matters

Area as follows:

Number of Family Units in Reserved Matters Area	≤50 Family Units	>50 Family Units
Triggers	100% prior to Commencement in that Reserved Matters Area	50% prior to Commencement in that Reserved Matters Area 50% prior to Occupation of 50% of Family Units in that Reserved Matters Area

"Permanent Services" means delivery of a levelled and serviced site with access or accesses to the School Land boundary laid out and constructed to base course standard commensurate to their intended purposes (including where appropriate cycling and pedestrian provision) and access to all services including electricity, internet, water and drainage to a convenient point on land adjacent to the School Land capable of interconnection to service the Primary School

"Phase 1" means phase 1 of the Primary School to provide one Form Entry with two Form Entry core (to allow for the Phase 2 expansion) in accordance with the School Design Documents

"Phase 1 Building Agreement" means one or more building leases or other agreements for the construction of Phase 1 and which sets out terms for regulating the construction of Phase 1 and specification for Phase 1

"Phase 1 Contribution" means the sum of £6,400,000 (six million four hundred thousand pounds) Index Linked to be paid by the Owner in accordance with paragraph 2.5.4 of this Schedule for Phase 1

"Phase 1 Decision Date" means the date upon which 1,000 (one thousand) Residential Units have been granted Reserved Matters Approval and works pursuant to all those relevant Reserved Matters Approvals have been Implemented provided that in the event that two or more Reserved Matters Approvals have been granted and Implemented in respect of a Reserved Matters Area only the number of Residential Units granted permission by the latest of the Reserved Matters Approval to be Implemented shall be counted towards the 1,000 (one thousand) Residential Units threshold in order to avoid double-counting and further provided that the Owner and the County Council may agree in writing an extension to such date

"Phase 2" means phase 2 of the Primary School (if required) to provide one Form Entry expansion in accordance with the School Design Documents

"Phase 2 Building Agreement" means one or more building leases or other agreements for the construction of Phase 2 and which sets out terms for regulating the construction of Phase 2 and specification for Phase 2 and the funding of Phase 2 by the County Council

"Phase 2 Contribution" means a sum calculated in respect of a particular Reserved Matters Approval (the **"Relevant RMA"**) as follows:

$$(A - (B - C)) \times D = E$$

Where:

- A = the 'Primary School (4-10)' child yield for the Relevant RMA calculated in accordance with the County Council Child Yield Multipliers
- B = 210 (being the Minimum Viable Number as at the date of this Deed)
- C = the aggregate 'Primary School (4-10)' child yield for all Reserved Matters Approvals granted prior to the date of grant of the Relevant RMA, calculated in accordance with the County Council Child Yield Multipliers
- D = the Cost Per Child Index Linked
- E = the Phase 2 Contribution for the Relevant RMA

provided that:

- (a) for the purposes of 'C', where two or more Reserved Matters Approvals have been granted in respect of a particular Reserved Matters Area the child yield for that Reserved Matters Area shall be whatever is the highest yield arising from such Reserved Matters Approvals such that there shall be no double-counting of child yield in that Reserved Matters Area;
- (b) for the purposes of 'C', where two or more Reserved Matters Approvals are granted on the same date the Reserved Matters Approval with the highest 'Primary School (4-10)' child yield shall be deemed to have been granted first, the Reserved Matters Approval with the second highest 'Primary School (4-10)' child yield shall be deemed to have been granted second and so on;
- (c) for the purposes of 'C', regard shall be had to paragraph 4.1.3(b) of this Schedule;
- (d) where $(B - C)$ equals a negative number then 'E' shall be calculated as $A \times D$;
- (e) where 'E' equals a negative number the Phase 2 Contribution for the Relevant RMA shall be £0;
- (f) the aggregate of all Phase 2 Contributions payable pursuant to this Deed shall never exceed £3,170,000 (three million one hundred and seventy thousand pounds) Index Linked

"Phase 2 Decision Date"

means the date upon which 1,250 (one thousand two hundred and fifty) Residential Units have been granted Reserved Matters Approval and works pursuant to all those relevant Reserved Matters Approvals have been Implemented provided that in the event that two or more Reserved Matters Approvals have been granted and Implemented in respect of a Reserved Matters Area only the number of Residential Units granted permission by the latest of the Reserved Matters Approval to be Implemented shall be counted towards the 1,250 Residential Units threshold in order to avoid double-counting and further provided that the Owner and the County Council may agree in writing an extension to such date

"Primary Off-Site Education Contribution"

means a sum calculated in respect of a particular Reserved Matters Approval in accordance with the following formula:

$$(A1 \times B1) + (A2 \times B2) + (A3 \times B3) = \text{Primary Off-Site Education Contribution (£)}$$

Where:

- A1 = the number of 'Primary (4-10)' children anticipated to be resident in the 2 bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers
- B1 = the relevant 'Primary (4-10)' School Place Cost Multiplier applicable to 2 bed Family Units (Index Linked) (£)
- A2 = the number of 'Primary (4-10)' children anticipated to be resident in the 3 bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers
- B2 = the relevant 'Primary (4-10)' School Place Cost Multiplier applicable to 3 bed Family Units (Index Linked) (£)
- A3 = the number of 'Primary (4-10)' children anticipated to be resident in the 4+ bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers
- B3 = the relevant 'Primary (4-10)' School Place Cost Multiplier applicable to 4+ bed Family Units (Index Linked) (£)

to be spent by the County Council on specific off-site primary education purposes within the vicinity of the Campus provided that where two or more Reserved Matters Approvals are granted and Implemented in respect of a particular Reserved Matters Area the Primary Off-Site Education Contribution shall be calculated so as to ensure that there is no double-counting of child yield

"Primary School"

means a primary school with capacity for at least one Form of Entry (210 places) and capable of being expanded for up to two Forms of Entry (420 places)

"Primary School Provider"

means an academy trust, free school or maintained school providing statutory education for children aged between 4 and 11 years old

"Project Core Team"

means a steering group comprised of representatives of the County Council (who will together be permitted one vote in relation to any decision making of the Project Core Team), the Primary School Provider that will operate and manage the Primary School located within the School Land (who will be permitted one vote in relation to any decision making of the Project Core Team), the Owners or their nominee (who will be permitted one vote in relation to any decision making of the Project Core Team) and which group shall be solely responsible for taking any decisions in relation to any and all of the following:

- a) any decisions relating to matters and works arising out of RIBA Work Stages 0 to 5 as set out in the RIBA Plan of Work;
- b) approving the timetable for the design and procurement and construction of the Primary School;
- c) approving the employer's requirements for the Primary School;
- d) approving any significant changes to the design proposed by the contractor or by the County Council to construct the Primary School,

provided that each member of the Project Core Team acting reasonably may be permitted to invite other interested parties to the meetings as agreed by the other members in advance and by mutual agreement pursuant to paragraph 7.4 of

Part 4 of this Schedule may add new members

**"Project Core Team
Terms of Reference"**

means those matters referred to in Part 4, paragraph 7 of this Schedule which are the responsibilities and powers and extent of the Project Core Team's decision making

"RIBA Plan of Work"

means the RIBA Plan of Work 2020 or any replacement or revision thereof and includes the following Work Stages and any reference in this Schedule to RIBA Works Stages shall be to the Work Stages 0 to 5 inclusive set out in the RIBA Plan of Work 2020

**"School Design
Documents"**

means:

- (a) a development area brief which is applicable to the Primary School and/or the School Land (with or without other land or buildings) and on which the County Council has been consulted (and the Owner has incorporated any reasonable amendments made by the County Council to ensure that the Primary School meets the School Land Site Specification and Building Bulletin) prior to submission by the Owner for approval by the District Council pursuant to condition 19 of the Planning Permission; and
- (b) a design guide applicable to the Primary School and/or the School Land (with or without other land or buildings) and on which the County Council has been consulted (and the Owner has incorporated any reasonable amendments made by the County Council to ensure that the Primary School meets the School Land Site Specification and Building Bulletin) prior to submission by the Owner for approval by the District Council pursuant to condition 24 of the Planning Permission

"School Land"

means an area of the Expansion Land identified for provision of the Primary School based on the School Land Site Specification

**"School Land Site
Specification"**

unless otherwise agreed in writing with the County Council shall mean a specification for the works required to complete the Permanent Services and any necessary Temporary Construction Services to be submitted by the Owners to the County Council for approval and which shall be substantially based upon the County Council's 'Infrastructure for Cambridgeshire County Council Services on New Development Sites – S106 Site Specification – Primary School (1 Form of Entry (FE), 2FE or 3FE)' a copy of which is included at Appendix 6B

**"School Land
Transfer"**

unless otherwise agreed between the Owner and the County Council means a transfer by the Owner to the County Council of the freehold interest in the School Land which shall be free from encumbrances which would affect the use of the School Land for the Primary School and free from contamination on substantially the same terms as those contained the draft transfer at Appendix 6C or such other form as the Owner and the County Council may otherwise agree in writing relating to the transfer of the School Land and each party shall bear their own legal costs in connection with the negotiation and completion of such transfer on terms to be agreed but which shall nevertheless:

- a) not include any terms which would prevent the use of the School Land for primary school education purposes and any and all purposes reasonably ancillary thereto which shall include community fundraising and recreational uses;
- b) not include any terms which would materially adversely and unreasonably affect the construction servicing or occupation of any part of the School Land that is retained by the Owner;
- c) include for the benefit of the School Land the grant of any and all reasonable rights of access and connection to services over any adjoining

- land which rights are reasonably required for the management and maintenance of the School Land for its purpose as a Primary School;
- d) be at nil consideration;
 - e) include a covenant that the School Land shall not be used for any purpose other than use as a Primary School with associated ancillary facilities which shall include community fundraising and recreational uses; and
 - f) include a covenant on the transferee to be protected by a restriction on title that if the School Land is not used for a Primary School within a period of more than ten (10) years from the date of the transfer or if the School Land ceases to be used as a Primary School (and similarly in relation to any material part of the School Land) other than temporary closure for rebuilding or refurbishment the School Land shall be transferred back to the Owner for consideration of one pound (£1) unencumbered by any financial charge, with the benefit of all relevant rights of access and services and not ransomed in any way

"School Place Cost Multiplier"

means the following cost multipliers which shall be used to calculate the amount of the Early Years Contribution, the Primary Off-Site Education Contribution, and the Secondary Education Contribution:

Age Group	Cost Multiplier		
	2 bed	3 bed	4+ bed
Early Years (0-3 years)	£627	£1,255	£2,196
Primary (4-10 years)	£1,305	£5,219	£10,438
Secondary (11-15 years)	£0	£3,581	£7,163

"Secondary Education Contribution"

means a sum calculated in respect of a particular Reserved Matters Approval in accordance with the following formula:

$$(A1 \times B1) + (A2 \times B2) + (A3 \times B3) = \text{Secondary Education Contribution (£)}$$

Where:

A1 = the number of 'Secondary (11-15)' children anticipated to be resident in the 2 bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers

B1 = the relevant 'Secondary (11-15)' School Place Cost Multiplier applicable to 2 bed Family Units (Index Linked) (£)

A2 = the number of 'Secondary (11-15)' children anticipated to be resident in the 3 bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers

B2 = the relevant 'Secondary (11-15)' School Place Cost Multiplier

applicable to 3 bed Family Units (Index Linked) (£)

A3 = the number of 'Secondary (11-15)' children anticipated to be resident in the 4+ bed Family Units contained in the relevant Reserved Matters Approval calculated in accordance with the County Council Child Yield Multipliers

B3 = the relevant 'Secondary (11-15)' School Place Cost Multiplier applicable to 4+ bed Family Units (Index Linked) (£)

to put towards a one Form Entry (150 places) expansion of Sawston Village College or other specified secondary education provision provided that where two or more Reserved Matters Approvals are granted and Implemented in respect of a particular Reserved Matters Area the Secondary Education Contributions applicable to that Reserved Matters Area shall be calculated so as to ensure that there is no double-counting of child yield

"Shell and Core"

means a securable building constructed using a steel or concrete frame that is compliant with buildings and other regulations being Wind and Watertight and permeant fenestration and glazing installed and including roof construction and waterproofing utility supplies drainage and sanitary connections conduits for internet and telecommunications accesses staircases but not including wall floor or ceiling finishes or services installations fixtures or fittings or sanitary fittings

"Temporary Construction Services"

means the works to be done on the School Land prior to the transfer of the School Land to the County Council and in accordance with the approved School Land Site Specification and will be taken to include the following

- (a) satisfactory temporary construction access (roads and footpaths) of a specification and in a location approved by the County Council having regard to other construction activity that is to take place on the School Land and the Site and which can be utilised by both the County Council and the Owner and in all cases such temporary construction access or a suitable alternative shall remain available without restriction or interruption (save in cases of emergency or as part of everyday construction site health and safety and subject to site regulations as to use for the purposes of carrying out the Development and general site regulations) for the duration of time required by the County Council and it shall afford proper access to the main highway network; and
- (b) the provision of a temporary potable water supply to the School Land; and
- (c) the provision of a temporary electricity supply to the School Land;

"Wind and Watertight"

means that a building has reached a stage of construction whereby it has been erected on its foundations, the structure has been completed and the external windows doors have been fitted and the roofing and external wall membranes have been applied

PART 1

1. NURSERY PROVISION

- 1.1 The Owner will monitor the need for nursery school places and the availability of nursery places in the vicinity of the Site including within the Existing Campus Nursery and if applicable within the Primary School.

- 1.2 Prior to submission of each Reserved Matters Application containing Family Units the Owner will provide evidence in writing to the County Council based on the County Council Child Yield Multipliers for such housing types identifying the potential demand for nursery places arising from that Reserved Matters Application and whether or not there are sufficient nursery places to meet that demand on or in the vicinity of the Site within the Existing Campus Nursery and if applicable within the Primary School or any Nursery provided pursuant to paragraph 1.6 to 1.9 (inclusive).
- 1.3 Where the evidence submitted pursuant to paragraph 1.2 above indicates that insufficient nursery provision is available to meet the nursery place demand from Family Units in a Reserved Matters Application that Reserved Matters Application shall be accompanied by evidence detailing how that nursery place demand will be met.
- 1.4 Further to paragraphs 1.2 and 1.3 above the Owner may meet any demand for nursery places arising from a Reserved Matters Application by (in order of preference):
 - 1.4.1 the expansion of the Existing Campus Nursery; or
 - 1.4.2 provision of the Nursery within the Development; or
 - 1.4.3 payment of the Early Years Contribution to the County Council.
- 1.5 If the Owner elects to meet nursery demand by expansion of the Existing Campus Nursery:
 - 1.5.1 the Owner shall provide a specification for the expansion of the Existing Campus Nursery or Nursery (as applicable) to the County Council for the County Council's approval in writing and shall thereafter use reasonable endeavours to obtain planning permission for the expansion in accordance with the approved specification;
 - 1.5.2 the Owner shall demonstrate to the reasonable satisfaction of the County Council that the expansion is Deliverable;
 - 1.5.3 subject to paragraph 1.5.4, the Owner shall deliver the expansion of the Existing Campus Nursery in accordance with such approved details on or before first Occupation of Family Units in the relevant Reserved Matters Area; and
 - 1.5.4 in the event that the Owner concludes that the expansion is not Deliverable, the Owner may instead elect to meet nursery demand arising from the relevant Reserved Matters Approval by:
 - (a) provision of the Nursery within the Development (in which case paragraphs 1.6 to 1.9 (inclusive) shall apply); or
 - (b) payment of the Early Years Contribution to the County Council (in which case paragraph 1.10 shall apply).
- 1.6 If the Owner elects to meet nursery demand by providing the Nursery, the Owner shall:
 - 1.6.1 except where the nursery operator of the Existing Campus Nursery has committed to operate the Nursery, submit a marketing strategy for the Nursery to the County Council for its approval in writing;
 - 1.6.2 where a proposed operator for the Nursery has been identified prior to submission of the relevant Reserved Matters Application, submit the draft Nursery Building Agreement to the County Council for its approval in writing; or
 - 1.6.3 in the event that no proposed operator for the Nursery has been identified by the Owner at the point of submission of the relevant Reserved Matters Application, the Owner shall include the Nursery Specification in that Reserved Matters Application or another simultaneous Reserved Matters Application.

- 1.7 On or prior to determination of any Reserved Matters Application containing the Nursery Specification the Nursery Specification shall be submitted to the County Council for the County Council's written approval.
- 1.8 In the event the Owner elects to provide the Nursery pursuant to paragraph 1.6 as soon as reasonably practicable after obtaining Reserved Matters Approval for the Nursery the Owner shall offer to enter into a Nursery Building Agreement with a proposed operator of the Nursery.
- 1.9 Where the Owner has elected to provide the Nursery pursuant to paragraph 1.6, the Family Units approved pursuant to the relevant Reserved Matters Application shall not be Occupied until the Nursery has been provided in accordance with the relevant Reserved Matters Approval unless the Owner has entered into a Nursery Building Agreement with an operator of the Nursery and the County Council has therefore agreed in the writing that the Family Units in the relevant Reserved Matters Approval can be Occupied.
- 1.10 Where the Owner has elected to pay an Early Years Contribution to the County Council in respect of a particular Reserved Matters Application, such Early Years Contribution shall be paid to the County Council prior to first Occupation of any Family Units approved pursuant to the relevant Reserved Matters Application provided that where two or more Reserved Matters Approvals are granted and Implemented in respect of a particular Reserved Matters Area the Early Years Contribution for that Reserved Matters Area shall be calculated so as to ensure that there is no double-counting of child yield.

2. **PRIMARY LEVEL EDUCATION PROVISION**

Details to be submitted with Reserved Matters Applications

- 2.1 The Owner shall submit with each Reserved Matters Application containing Residential Units:
 - 2.1.1 a detailed housing mix identifying the number of proposed Family Units (if any) within that Reserved Matters Area;
 - 2.1.2 the anticipated child yield for that Reserved Matters Application calculated in accordance with the County Council Child Yield Multipliers;
 - 2.1.3 the anticipated child yield for all Reserved Matters Approvals granted prior to the current Reserved Matters Application calculated in accordance with the County Council Child Yield Multipliers;
 - 2.1.4 an anticipated child yield for the remainder of the Development calculated in accordance with the County Council Child Yield Multipliers and based on an indicative unit mix for the remaining Reserved Matters Areas.

Phase 1 – delivery on the Site

- 2.2 At any time after the grant of the Planning Permission but prior to the Phase 1 Decision Date, the County Council may serve written notice on the Owner that it requires Phase 1 to be delivered on the Site provided that such notice must confirm the proposed date for the opening of Phase 1 to pupils and must be accompanied by written evidence that reasonably demonstrates to the Owner's satisfaction that the Minimum Viable Number is likely to be met in respect of the Development, which evidence shall include:
 - 2.2.1 evidence of the take up of school places by children living in Family Units constructed pursuant to Reserved Matters Approvals; and
 - 2.2.2 the indicative child yields for all Family Units which have received Reserved Matters Approval at the date of that notice based on the County Council Child Yield Multipliers,

provided that a notice served pursuant to this paragraph shall not be valid unless it is accompanied by such evidence.

- 2.3 Following service of a notice pursuant to paragraph 2.2, the Owner shall within 30 Business Days of receipt notify the County Council in writing as to whether or not it accepts that the notice served pursuant to paragraph 2.2 is valid and demonstrates that the Minimum Viable Number is likely to be met in respect of the Development provided that:
- 2.3.1 if the Owner concludes that the notice served pursuant to paragraph 2.2 is not valid the Owner shall provide reasons for such conclusions;
 - 2.3.2 if the Owner fails to serve such notice within such 30 Business Day period then it shall be deemed to agree that the notice is valid; and
 - 2.3.3 any dispute as to the validity of a notice served pursuant to paragraph 2.2 shall be resolved in accordance with Clause 10 of this Agreement.
- 2.4 Following service of a notice pursuant to paragraph 2.2 which is established to be valid pursuant to paragraph 2.3, the Owner and the County Council shall use reasonable endeavours for a period of at least three months thereafter to agree as soon as reasonably practicable whether the Owner or the County Council shall be responsible for constructing Phase 1 on the Site provided that:
- 2.4.1 the Owner may not be required to deliver Phase 1 itself without its express written agreement;
 - 2.4.2 the County Council shall use its reasonable discretion in deciding whether or not to allow the Owner to deliver Phase 1; and
 - 2.4.3 the County Council shall be responsible for making the final decision regarding who shall be responsible for delivering Phase 1 and such decision shall be confirmed in writing as soon as reasonably practicable and in any event prior to the Phase 1 Decision Date but such decision may not be issued prior to the expiry of the period of three months referred to in paragraph 2.4 save with the agreement of the Owner.
- 2.5 If it is decided by the County Council pursuant to paragraph 2.4 that the County Council will be responsible for delivering Phase 1:
- 2.5.1 the County Council shall confirm in writing the date by which it requires the School Land Transfer to be completed in accordance with paragraph 5 of this Schedule, which date must be no later than two years prior to the Phase 1 opening date notified by the County Council to the Owner pursuant to paragraph 2.2 of this Schedule (or such alternative proposed opening date as may be agreed between the County Council and the Owner);
 - 2.5.2 the County Council shall prepare and submit an application for Reserved Matters Approval or detailed planning permission for Phase 1 in accordance with the Project Core Team Terms of Reference provided that:
 - (a) such application must fully comply with the School Design Documents and the County Council covenants not to submit any application for Phase 1 that does not fully comply with the School Design Documents unless otherwise agreed in writing by the Owner;
 - (b) if the County Council proposes to submit a planning application for Phase 1 which is not a Reserved Matters Application the County Council must demonstrate to the Owner's reasonable satisfaction that any standalone planning permission shall be fully compatible with and not impact in any way the phasing, delivery and operation of the Planning Permission;
 - 2.5.3 subject to the County Council having first secured detailed planning permission or Reserved Matters Approval for Phase 1 in accordance with the Project Core Team Terms of Reference and paragraph 2.5.2, the Owner shall transfer the School Land to the County Council pursuant to the School Land Transfer and paragraph 5 of this Schedule;

2.5.4 the Owner shall pay the Phase 1 Contribution to the County Council as follows:

- (a) 10% of the Phase 1 Contribution shall be paid within thirty (30) days of the County Council's written decision pursuant to paragraph 2.4 in order to cover the County Council's costs and fees associated with design development and securing detailed planning permission for Phase 1;
- (b) the balance of the Phase 1 Contribution shall be paid no later than the date on which the School Land Transfer is completed; and

2.5.5 at any time prior to completion of the School Land Transfer, the County Council may serve written notice on the Owner stating that the School Land Transfer is no longer required and that the Primary Off-Site Education Contribution(s) shall be payable instead in accordance with paragraph 2.7 provided that any part of the Phase 1 Contribution that has already been paid pursuant to 2.5.4 shall be offset against any liability to pay Primary Off-Site Education Contribution(s);

2.5.6 following completion of the School Land Transfer the County Council shall deliver Phase 1 in accordance with a Phase 1 Building Agreement, the detailed planning permission or Reserved Matters Approval secured pursuant to paragraph 2.5.2 and the School Design Documents (irrespective of whether Phase 1 has been consented by a Reserved Matters Approval or standalone planning permission) on or prior to the proposed opening date notified by the County Council to the Owner pursuant to paragraph 2.2 of this Schedule (or such alternative proposed opening date as may be agreed between the County Council and the Owner); and

2.5.7 following completion of the School Land Transfer, no Primary Off-Site Education Contribution shall be payable.

2.6 If it is decided by the County Council (with the Owner's express written agreement) pursuant to paragraph 2.4 that the Owner will be responsible for delivering Phase 1:

2.6.1 the Owner shall thereafter use reasonable endeavours to enter into the Phase 1 Building Agreement with a Primary School Provider in consultation with the County Council as soon as reasonably practicable; and

2.6.2 the Owner shall procure that Phase 1 will be delivered pursuant to the Phase 1 Building Agreement;

2.6.3 at any time prior to the entering into of the Phase 1 Building Agreement the County Council may serve written notice on the Owner stating that the Phase 1 Building Agreement is no longer required and that the Primary Off-Site Education Contribution(s) shall be payable instead in accordance with paragraph 2.7

2.6.4 no Phase 1 Contribution shall be payable; and

2.6.5 subject to paragraph 2.6.3, no Primary Off-Site Education Contributions shall be payable.

Primary Off-Site Education Contributions

2.7 If:

2.7.1 the County Council has not on or before the Phase 1 Decision Date (including any agreed extension) served a valid notice pursuant to paragraphs 2.2 and 2.3 and made a decision pursuant to paragraph 2.4 as to whether the County Council or the Owner will be responsible for delivering Phase 1; or

2.7.2 the County Council at any time on or before the Phase 1 Decision Date (including any agreed extension) has served a written notice on the Owner electing that Phase 1 will not

be required to be delivered on the Site and that Primary Off-Site Education Contributions shall be payable instead,

then:

- 2.7.3 no Phase 1 Contribution shall be payable;
 - 2.7.4 no Phase 2 Contribution shall be payable;
 - 2.7.5 upon submission thereafter of any Reserved Matters Application containing Family Units, the Owner shall calculate the estimated Primary Off-Site Education Contribution payable in relation to that Reserved Matters Application and shall submit a Notice of Primary Off-Site Education Contribution Liability with such Reserved Matters Application for approval to the County Council
 - 2.7.6 the Owner shall pay the Primary Off-Site Education Contributions for each Reserved Matters Area to the County Council in accordance with the Off-Site Education Contribution Triggers subject to paragraph 2.8 and subject to the County Council having demonstrated that the funding of primary school places for Occupiers of the Family Units is necessary and related to the Development and that the Primary Off-Site Education Contributions will be spent on projects in the vicinity of the Site to provide primary education to meet the needs of residents;
 - 2.7.7 the provisions of paragraph 2.5, 2.6, and 2.9 to 2.13 (inclusive) shall have no further effect; and
 - 2.7.8 the provisions of paragraph 5 of this Schedule shall have no further effect and in the event that the location of the School Land has already been agreed between the Owner and the County Council such School Land shall be released from any requirement for a School to be provided on it and the Owner shall be entitled to bring forward a Reserved Matters Application for alternative development.
- 2.8 If the Owner is required to pay the Primary Off-Site Education Contributions pursuant to paragraph 2.7 but in respect of a particular Reserved Matters Area one or more of the relevant Off-Site Education Contribution Triggers has passed as at the Phase 1 Decision Date or the date of the written notice referred to in paragraph 2.7.2 (as applicable) (the "**Phase 1 Relevant Date**"):
- 2.8.1 the relevant part(s) of the Primary Off-Site Education Contribution that should have already been paid shall instead be paid by the Owner to County Council within 30 Business Days of the Phase 1 Relevant Date; and
 - 2.8.2 the relevant part(s) of the Primary Off-Site Education Contribution shall be Index Linked as if they had fallen due on the Phase 1 Relevant Date rather than the date of the relevant Off-Site Education Contribution Triggers.

Phase 2

- 2.9 If the County Council has decided pursuant to paragraph 2.4 that the County Council will be responsible for delivering Phase 1 and the School Land Transfer thereafter takes place:
- 2.9.1 the Owner shall:
 - (a) thereafter calculate the estimated Phase 2 Contribution payable in respect of each Reserved Matters Application containing Family Units and submit a Notice of Phase 2 Contribution Liability with such Reserved Matters Application for approval by the County Council;
 - (b) subject to paragraph 2.13 pay to the County Council the Phase 2 Contribution in respect of each Reserved Matters Area containing Family Units as follows:

- (i) 50% of the Phase 2 Contribution (if any) shall be payable prior to the Commencement of the first Family Unit permitted in that Reserved Matters Area; and
 - (ii) 50% of the Phase 2 Contribution (if any) shall be payable prior to first Occupation of the first Family Unit permitted in that Reserved Matters Area;
- 2.9.2 in the event that the County Council decides that it wishes to deliver Phase 2 on the School Land:
 - (a) the County Council shall serve written notice of such decision on the Owner provided that such notice must be served no later than three years prior to the proposed opening date for Phase 2;
 - (b) Phase 2 must fully comply with the School Design Documents unless otherwise agreed by the Owner in writing; and
 - (c) the provisions of the provisions of paragraph 6 and paragraph 7 shall apply mutatis mutandis as if references to "Phase 1" were references to "Phase 2".
- 2.10 If the County Council has decided (with the Owner's express written agreement) pursuant to paragraph 2.4 that the Owner will be responsible for delivering Phase 1 the County Council may at any point on or before the Phase 2 Decision Date (including any agreed extension) serve written notice on the Owner requesting that the Owner deliver Phase 2, provided that such notice must:
 - 2.10.1 specify a proposed opening date for Phase 2 which may be no sooner than three years from the date of the notice;
 - 2.10.2 be accompanied by evidence to reasonably demonstrate that the County Council has secured the necessary funding to deliver Phase 2;
 - 2.10.3 be accompanied by evidence that delivery of Phase 2 by the Owner would comply with all applicable legal requirements relating to public procurement; and
 - 2.10.4 include a commitment from the County Council to cover the full capital cost of delivering Phase 2 less an amount equal to the Phase 2 Contributions that would have otherwise been payable by the Owner pursuant to paragraph 2.9.1.
- 2.11 If the County Council requests pursuant to paragraph 2.10 that the Owner shall be responsible for delivering Phase 2, the Owner and the County Council shall thereafter use reasonable endeavours to enter into a Phase 2 Building Agreement with the Primary School Provider in consultation with the County Council provided that in the event that a Phase 2 Building Agreement has not been entered into by the date falling two years prior to the proposed opening date for Phase 2 specified in paragraph 2.10.1 the Owner or the County Council may serve written notice on the other party confirming that the Owner will not be delivering Phase 2 and will instead pay the Phase 2 Contributions in accordance with paragraph 2.12.
- 2.12 If the Owner or the County Council has elected pursuant to paragraph 2.11 that the Owner shall pay the Phase 2 Contributions, the Owner shall subject to paragraph 2.13 pay to the County Council the Phase 2 Contribution in respect of each Reserved Matters Area containing Family Units as follows:
 - 2.12.1 50% of the Phase 2 Contribution (if any) shall be payable prior to the Commencement of the first Family Unit permitted in that Reserved Matters Area; and
 - 2.12.2 50% of the Phase 2 Contribution (if any) shall be payable prior to first Occupation of the first Family Unit permitted in that Reserved Matters Area.

- 2.13 In the event the Owner is required to pay the Phase 2 Contributions pursuant to paragraph 2.9.1 or 2.12 but in respect of a particular Reserved Matters Area one or more of the relevant triggers referred to in those paragraphs has passed as at the date on which it is established that the Phase 2 Contributions are payable (the "**Phase 2 Relevant Date**");

2.13.1 the relevant part(s) of the Phase 2 Contribution that should have already been paid shall instead be paid by the Owner to County Council within 30 Business Days of the Phase 2 Relevant Date; and

2.13.2 the relevant part(s) of the Phase 2 Contribution shall be Index Linked as if they had fallen due on the Phase 2 Relevant Date rather than the date of the relevant triggers referred to in paragraphs 2.9.1 or 2.12 (as applicable).

3. **SECONDARY EDUCATION CONTRIBUTION**

- 3.1 On submission of any Reserved Matters Application containing Family Units, the Owner shall calculate the estimated Secondary Education Contribution payable in relation to that Reserved Matters Application and shall submit a Notice of Secondary Education Contribution Liability with such Reserved Matters Application for approval to the County Council.

- 3.2 Provided that the County Council can reasonably demonstrate that the funding of secondary school places for Occupiers of the Family Units is necessary and related to the Development and that the Secondary Education Contributions will be spent on projects in the vicinity of the Site the Owner covenants:

3.2.1 to pay the appropriate Secondary Education Contribution attributable to the relevant Reserved Matters Approval containing Family Units agreed pursuant to paragraph 3.1 of this Schedule to the County Council in accordance with the Off-Site Education Contribution Triggers.

3.2.2 that it shall not permit any Commencement or Occupation that would result in an Off-Site Education Contribution Trigger being reached in respect of a particular Reserved Matters Area unless and until the relevant part of the Secondary Education Contribution has been paid to the County Council in order to satisfy the relevant Off-Site Education Contribution Trigger.

4. **SHARER ACCOMMODATION**

- 4.1 If a Residential Unit that was designated as Sharer Accommodation at the point a Reserved Matters Approval was granted (such that the relevant Residential Unit did not form part of the calculation of child yield for the purposes of the obligations in this Schedule) within five years of the date of first Occupation of that unit ceases to be used as Sharer Accommodation and instead becomes used as a Family Unit, the Owner shall:

4.1.1 notify the County Council in writing of such change in designation as soon as reasonably practicable after it takes place;

4.1.2 provide a written statement to the County Council setting out what impact (if any) on the calculation of:

- (a) whether the Minimum Viable Number is likely to be reached in respect of Phase 1;
- (b) the Phase 2 Contribution;
- (c) the Secondary Education Contribution;
- (d) the Primary Off-Site Education Contribution; and/or
- (e) the Early Years Contribution,

would have occurred had the relevant Residential Unit been designated as a Family Unit as at the point the relevant Reserved Matters Approval was granted;

4.1.3 use reasonable endeavours to agree with the County Council in writing whether as a result of the relevant Residential Unit becoming a Family Unit:

(a) any further amount should be paid to the County Council as a:

- (i) Phase 2 Contribution;
- (ii) Secondary Education Contribution;
- (iii) Primary Off-Site Education Contribution; and/or
- (iv) Early Years Contribution; and/or

(b) there is any additional child yield that should be counted towards the Minimum Viable Number or as part of 'C' in the definition of "Phase 2 Contribution" above.

PART 2

5. SCHOOL LAND

5.1 The Owner shall prior to submission of the first Reserved Matters Application for either Development Area 1 or Development Area 3 submit to the County Council a proposed indicative location for the School Land and shall not submit any Reserved Matters Application for Development Area 1 or Development Area 3 until the County Council has agreed the proposed indicative location for the School Land.

5.2 The County Council and the Owner shall use reasonable endeavours to agree the location of the School Land as soon as reasonably practicable after the Owner's submission pursuant to paragraph 5.1.

5.3 Following agreement of the proposed indicative location of the School Land, the Owner shall thereafter bring forward Reserved Matters Applications for the Development in a way that is consistent with the agreed location (subject to such amendments as may be agreed from time to time with the County Council) so as not to prejudice the delivery of a Primary School in such agreed location.

5.4 On demonstration by the County Council that the Minimum Viable Number is likely to be achieved and if it is decided by the County Council pursuant to paragraph 2.4 that the County Council will be responsible for delivering Phase 1:

5.4.1 the Owner covenants to submit the following for the approval of the County Council:

- (a) a detailed plan of the School Land showing its location and precise boundaries (including as appropriate carrying out joint site visits/visits required by the County Council in order to establish such boundaries which are to be pegged and recorded digitally on agreed site survey records) which shall be consistent with the indicative location agreed between the County Council and the Owner pursuant to paragraphs 5.1 to 5.3 (inclusive); and
- (b) the School Land Site Specification;

5.4.2 following the identification of the detailed School Land location and precise boundaries the Owner shall not carry out any works on, over or under any part of the School Land save in order to comply with the School Land Site Specification unless agreed with the County Council (where such works will not adversely affect the ability to deliver Phase 1 on the School Land and/or are reasonably required for the purposes of the Development).

- 5.4.3 upon written notice from the County Council the Owner shall permit any persons nominated by the County Council to enter onto the School Land free of charge but only to the extent that it is reasonably necessary for the purpose of undertaking surveys inspections tests and investigations on the School Land subject to any reasonable requirements that the Owner may have in relation to security or the interests of health and safety.
- 5.4.4 the Owner shall answer in writing as expeditiously as reasonably possible and in as comprehensive and informative manner as reasonably possible and without charge to the County Council all reasonably preliminary enquiries raised by the County Council or its legal representatives regarding the School Land.
- 5.4.5 the Owner covenants that it shall provide the Permanent Services and the Temporary Construction Services prior to the transfer of the School Land as far as reasonably practicable or as soon as reasonably practicable thereafter pursuant to paragraph 5.4.6 having regard to the programme for such works agreed as part of the School Land Site Specification;
- 5.4.6 unless otherwise agreed between the Owner and the County Council the Owner covenants with the County Council that within 30 days of the later of:
- (a) approval of the details of the School Land by the County Council pursuant to paragraph 5.4.1 of this Schedule; and
 - (b) the grant of detailed planning permission or Reserved Matters Approval for Phase 1 (subject to compliance with the Project Core Team Terms of Reference and subject to the design of Phase 1 fully complying with the School Design Documents unless otherwise agreed by the Owner in writing),
- the Owner will:
- (c) provide the School Land, in accordance with the School Land Site Specification; and
 - (d) provide a signed School Land Transfer to the County Council for the transfer of the unencumbered freehold interest of the School Land.

PART 3

6. ESTABLISHMENT OF PROJECT CORE TEAM

- 6.1 As soon as reasonably practicable after demonstration by the County Council that the Minimum Viable Number is likely to be achieved and the County Council deciding pursuant to paragraph 2.4 that the County Council will be responsible for delivering Phase 1, the County Council and the Owner shall establish the Project Core Team provided that the County Council shall not be permitted to independently undertake any work, actions, decisions or otherwise as are described as being within the Project Core Team Terms of Reference.
- 6.2 The County Council shall invite the Owner or its nominee to all Project Core Team meetings that are convened whether such meetings are held in person or by telephone or videoconferencing and this provision shall also apply to the County Council and the Primary School Provider.
- 6.3 The County Council agrees to convene Project Core Team meetings at least once every 4 weeks where reasonably practicable and unless otherwise agreed with all members of the Project Core Team.
- 6.4 The Project Core Team Terms of Reference shall be as set out in Part 4, paragraph 7 of this Schedule.

- 6.5 The Project Core Team meetings will continue to operate from the date of establishment until the completion of Phase 1 by the County Council.
- 6.6 The County Council shall consider, take into account, incorporate and action any proposals suggestions, recommendations or comments made by the Owner whether the Owner (or its nominee) makes them in the Project Core Team meetings or in writing served on the County Council and the Project Core Team shall approve any actions, variations, amendments, documentation and information before the County Council and/or the contractor appointed to construct Phase 1 take any such action make any such variation or amendment or finalise documentation or information or otherwise expend any monies related to tasks and stages referred to in the definition of Project Core Team in this Schedule.

PART 4

7. PROJECT CORE TEAM TERMS OF REFERENCE

Purpose

- 7.1 The County Council and the Owner have agreed that in the event the County Council decides pursuant to paragraph 2.4 that the County Council will be responsible for delivering Phase 1 a Project Core Team of relevant qualified persons shall be established in order to deliver the actions necessary to delivery of the design and construction of Phase 1.
- 7.2 It is agreed that the purpose of the Project Core Team is to oversee the design and construction of Phase 1 and to ensure that the County Council, the Owner and the Primary School Provider act collaboratively on the decisions that have to be made in the delivery of Phase 1.

Representation

- 7.3 Initially, the Project Core Team shall consist of the following:
- 7.3.1 the County Council;
 - 7.3.2 the Owner; and
 - 7.3.3 the Primary School Provider (once known).
- 7.4 New Project Core Team members may be added as the needs of the project requires by mutual agreement between the Project Core Team parties.
- 7.5 The Project Core Team will meet every month unless the parties to the Project Core Team agree otherwise.
- 7.6 Approvals by the Project Core Team shall unless otherwise specified in paragraph 7.7 be decisions approved/agreed by a majority of the members of the Project Core Team however notwithstanding any such approvals the County Council shall retain sole legal responsibility and liability in connection with the delivery of Phase 1 and the Owner and any new Project Core Team members shall not be legally responsible or liable in connection with the delivery of the Primary School by reason of any approval given by the Project Core Team.

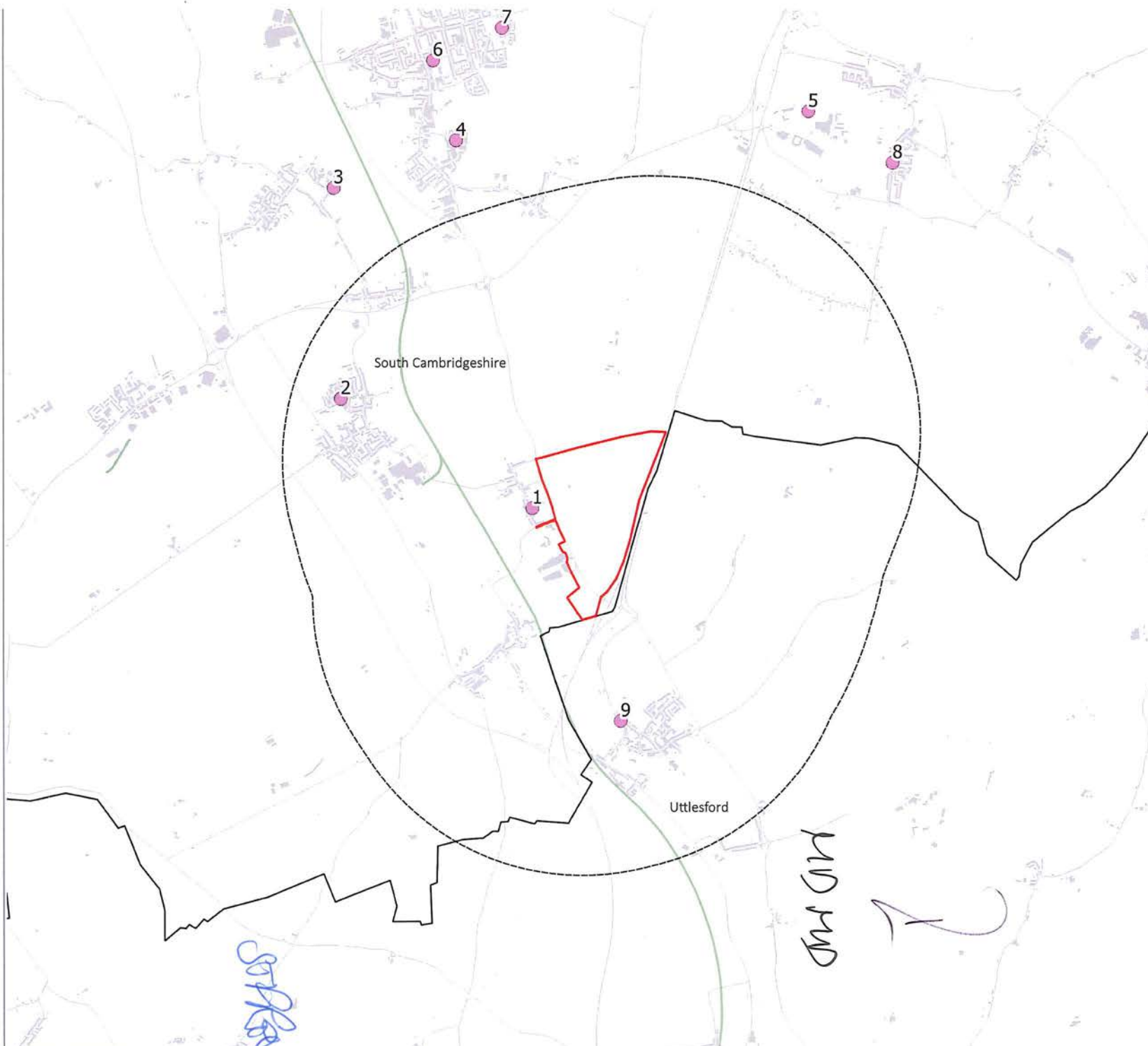
Terms of Reference

- 7.7 The Project Core Team Terms of Reference will be as follows:
- 7.7.1 to approve the design brief for Phase 1 with the County Council;
 - 7.7.2 to approve any changes to the design brief;
 - 7.7.3 to approve the timetable for the design, procurement and construction of Phase 1 anticipated opening dates;

- 7.7.4 to approve the scheme design (up to Stage 5 of the RIBA Plan of Work) for Phase 1 provided that the design must fully comply with the terms of the School Design Documents unless otherwise agreed by the Owner;
- 7.7.5 to approve the County Council's requirements for Phase 1;
- 7.7.6 to approve any significant changes to Stages 0 to 5 of the RIBA Plan of Work design proposed by the Phase 1 contractor provided that such changes must fully comply with the terms of the School Design Documents unless otherwise agreed by the Owner;
- 7.7.7 the District Council shall be consulted upon all material matters relating to the external appearance of Phase 1 and compliance with the School Design Documents;
- 7.7.8 to receive/review monthly update reports on progress provided by the Phase 1 project manager/contractor; and
- 7.7.9 to approve the details of the Reserved Matters Application or planning application for Phase 1 and its accompanying drawings plans specifications and other documents to be prepared by the County Council in order to secure the Reserved Matters Approval or other form of planning approval for Phase 1 provided that:
 - (a) such application may only be approved if it fully complies with the School Design Documents, unless otherwise agreed in writing by the Owner;
 - (b) if the County Council proposes to secure planning permission for Phase 1 by means of a planning application which is not a Reserved Matters Application the County Council must demonstrate to the Owner's reasonable satisfaction that any standalone planning permission shall be fully compatible with and not impact in any way the phasing, delivery and operation of the Planning Permission.

Appendix 6A

Early Years Provision plan



- Approx. Site Boundary
- Districts
- Nursery / Pre-school
- 2.5km

- Nurseries / Pre-schools
1. Crocus Early Years Centre
 2. Duxford Pre-School
 3. Whitsers Pre-School Playgroup
 4. Sawston Nursery
 5. Granta Park Day Nursery
 6. Jigsaw Pre-School
 7. Pippins Pre-School
 8. Abington Pre-School
 9. The Chesterfords Pre-School

Early Years Provision



11th November 2018	Created by: ZB
Scale: 1:50,000 @ A4	
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Appendix 6B
School Land Site Specification

INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON NEW DEVELOPMENT SITES**S106 Site Specification – Primary School** (1 Form of Entry (FE), 2FE or 3 FE)

Site name: _____

Requirement	Description	Trigger
Site requirement	<p>Unencumbered freehold title to site. Site is to be provided for <u>NIL</u> consideration with all services available for connection within 6 months of date of transfer of the site.</p> <p>All non servient easements, wayleaves and public rights of way are to be diverted around site.</p>	<p>Transfer to facilitate any necessary remediation works in order to commence construction 12 months prior to target opening date. Remediation to be carried out by developer at their cost. Full documentation is to be provided that gives an audit trail demonstrating all work that has been carried out including validation reports.</p>
General site issues	<p>Site shall be clear of refuse at time of transfer. Existing clean topsoil shall be retained and shall not be removed from site prior to transfer. Site shall be free from constraints such as live services, underground structures and obstructions, contamination, ancient hedgerows, drainage ditches, significant ecological/wildlife issues, SSSI's, Tree Preservation Orders and other planning designations, persistent flooding.</p>	Transfer
Site area, delineation and temporary access	<p>Site area to be a minimum of 2.3 hectares (1.5 ha for 1FE, 2.3 ha for 2FE, and 3 ha for 3FE delineated by concrete marker posts (min 900mm above ground level) located at each change of direction. An adequate haul road with no use restrictions shall be provided to enable plant, vehicles and machinery to access the site from the existing adopted highway.</p>	Master planning

INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON NEW DEVELOPMENT SITES

Requirement	Description	Trigger
Site configuration and levels	Preferred shape is rectangular (with long side no longer than twice the short side). There is to be a minimum of 130m road frontage. The site shall be level and the maximum gradient across any direction shall not exceed 0.25m across whole site.	Either at the Master planning stage or made clear in the submitted planning application. Pre-application advice is advisable.
Site position within development	The site shall have straight road frontage and shall not to be situated on a corner near road junctions. The location shall be agreed as part of the planning application process with the school being located reasonably central to the proposed catchment area.	Master planning
Site Plans	To provide: <ul style="list-style-type: none"> • Draft transfer plan to maximum scale of 1:500. • Layout plan of entire development showing existing highway network. 	To be provided at the first S106 negotiation meeting or shortly thereafter.
Surveys & Investigations	To provide the following documents insured by collateral warranties to provide the Council with redress from the provider in the event of error or inaccuracy: <ul style="list-style-type: none"> • Planning statement of the site to confirm existence of any listed buildings or scheduled monuments, and confirm whether the site is within or near a Conservation Area or SSSI. • Full site topographical survey (electronic format compatible with AutoCAD 2007 (copyright to be passed to CCC)) to include boundaries, site features, all existing underground and above ground services, identifying type, level and route across the site, levels expressed relative to Ordnance Datum at 10m grid centres, drainage 	

INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON NEW DEVELOPMENT SITES

Requirement	Description	Trigger
	<p>levels, adjacent development proposals for highways and infrastructure.</p> <p>Full archaeological survey as required by planning authority with evidence that it has been accepted by the planning authority and no further archaeological works are required</p> <ul style="list-style-type: none"> • Detail and location plans of known previous site disturbances, e.g. depth and location of previous archaeological excavations carried out by the developer could impact on foundation design and construction. • Results of site investigation carried out to the relevant current British and European Standards, including BS 5930, BS EN 1997-1, BS EN 1997-2 and all related standards referred to therein. This shall determine load bearing capacity of soils, soil types (and depths), type and location of any contamination and ground water level. <p>The Council shall be granted a licence with no fee payable to enter the site to carry out any independent pre-construction surveys.</p>	
Communications masts/above ground high tension cables	Communications masts, 440,000v and other overhead electrical cables not to be located near to the site boundaries.	Either at the Master planning stage or made clear in the submitted planning application.
Sound	The acoustic requirements for the school site stated in BB93 should be applicable to the school site at all stages of any surrounding development and on	Either at the Master planning stage or made clear in the submitted planning application.

INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON NEW DEVELOPMENT SITES

Requirement	Description	Trigger
	completion of the development. For example, before, during and after construction of adjoining or nearby development that forms part of the same overall development and under the control of the same developer.	
Indemnity	To fully indemnify Cambridgeshire County Council for costs of relocating, re-routing, remediating, removing or disposing of any live service, underground structure or obstruction or contamination.	Commencement of S106 negotiations
Boundaries This is an advisory item.	When contemplating design and uses for adjoining development developers should be aware of typical school boundary specification. An example follows: All site boundaries (other than front boundary) fenced with 1800mm high weld mesh on steel posts in accordance with BS 1722. The front boundary to be 1800mm high galvanised steel railings. One pedestrian entrance to be provided on front boundary, a second on an alternative boundary in agreed position, each with steel gates, and three vehicular entrances (on differing boundaries) with steel gates complete with crossovers of pavements to adopted highways. Any and all boundary treatments, hedges, etc required by planning conditions are to be provided in-situ. Each entrance to have level access to roads that are or shall be adopted.	Either at the Master planning stage or made clear in the submitted planning application.
Highway	Adjacent roads, pavements and cycle ways to be constructed up to base course level, final wearing courses to be laid within 12 months of site transfer or at	Base course level on site transfer.

INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON NEW DEVELOPMENT SITES

Requirement	Description	Trigger
	a time to be agreed with the Council.	
	Highway infrastructure adjoining site to be adopted by Highway Authority.	As S106.
Services generally	All easements, wayleaves and associated installations to serve the site shall have been completed to the site boundary. In the event that incomplete agreements or installations threaten to delay delivery of the school the transferor shall undertake to provide temporary services to the site.	Site transfer
Water	Supply to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Size of main and water pressure to meet the requirements a 3FE school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	Site transfer
Fire hydrant	To be located approximately 5 metres within the front boundary at a position to be agreed with the Council with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	Site transfer
Gas	Supply to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Natural gas main to size and pressure to meet the minimum requirement of an operational 3FE school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	Site transfer
Electricity	Supply to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Size of supply to meet the minimum requirement of an	Site transfer

INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON NEW DEVELOPMENT SITES

Requirement	Description	Trigger
	operational 3FE primary school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	
Telecoms	Broadband connection to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Sufficient number of telephone lines (20 as a guide) for a 3FE school with appropriate terminations in the appropriate boxes/pits/inspection chambers.	Site transfer
Foul & surface water drainage	<p>To provide details of the Sustainable Urban Drainage Scheme that has been prepared as a development-wide strategy. Such a scheme may include attenuation, swales, balancing ponds, soak-a-ways and discharging into watercourses etc, and may have to be built to an adoptable standard. The onus for design, construction and approvals scheme to the site boundary is to remain with the developer even though the school site may make use of and discharge into the system.</p> <p>If there is a requirement for pumping then this is not part of the school design, all associated infrastructure shall be off site and adopted by the drainage authority.</p> <p>If there are any restrictions on outfall from the site then these need to be stated by the developer, this usually applies to surface water and may dictate whether attenuation is required on the site.</p>	Either at the Master planning stage or made clear in the submitted planning application.

INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON NEW DEVELOPMENT SITES

Requirement	Description	Trigger
	<p>No open water shall be located adjacent to the school site.</p> <p>Connections to the foul sewerage system (to be adopted) shall be made available to accommodate the minimum requirement of a 3 FE school no less than 3 metres within the site boundary, at a position to be agreed with the Council.</p>	
Sub-stations	Any substation or pumping house is to be located beyond the site and not within 10m of school site boundary.	Master planning
BREEAM	Site characteristics and development infrastructure shall not hamper or impede the aim of achieving VERY GOOD BREEAM rating.	Master planning

\\ccc.cambridgeshire.gov.uk\data\Res Ppd Estates\Team Data\Projects\New Developments Project Team (2005)\S106\Dev of template\14.01.28 Approved Primary School Template version 1.0 (vm305).doc

Appendix 6C
School Land Transfer

Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

1	Title number(s) out of which the property is transferred: [CB252050]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: []
3	Property: Hinxton Estate and Hall Farm, Hinxton The property is identified ☒ on the attached plan [1/2] and shown: [edged XX] ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: THE WELLCOME TRUST LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2711000 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: CAMBRIDGESHIRE COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Shire Hall, Castle Hill, Cambridge CB3 0AP

8 The transferor transfers the property to the transferee

9 Consideration

☐ The transferor has received from the transferee for the property the following sum (in words and figures):

☒ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

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

☐ they are to hold the property on trust for themselves as joint tenants

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

☐ they are to hold the property on trust:

12 12.1 Additional provisions

12.1.1 Definitions

"Cycleways" means the cycleways (if any) constructed or to be constructed from time to time across the Estate.

"Deed of Covenant" means a deed of covenant in favour of the Transferor containing covenants in the same terms as those given by the Transferee in clause [12.4.1 and 12.4.2] of this transfer.

"Encumbrances" means the rights, covenants and stipulations and all other matters referred to in the property register, title register and charges register of title number [CB252050].

"Estate" means the property shown edged [] on Plan [] which is at the date of this transfer registered with title number [CB252050], together with such additional land as the Transferor may designate as being part of the Estate from time to time and a reference to the Estate is to the whole or a part of it as the context requires.

"Estate Roads" means the roads constructed or to be constructed on the Estate from time to time.

"Pathways" means the footpaths and any bridleways constructed or to be constructed across the Estate from time to time.

"Plan 1" means the plan annexed hereto and marked Plan 1.
[DN: this is to be the Property plan]

"Plan 2" means the plan annexed hereto and marked Plan 2.
[DN: this is to be the Estate plan]

"Planning Permission" means the outline planning permission bearing reference number S/4329/18/OL.

"Primary School" means the school to be built pursuant to the Section 106 Agreement.

"Projection" means any eaves gutters spouts drainpipes chimney capping foundations footings cellars vaults fire escapes or similar structures.

"Regulations" means such reasonable regulations issued by the Transferor from time to time in respect of the proper management of the Estate.

"Section 106 Agreement" means an agreement dated [] and made between South Cambridgeshire District Council (1), Cambridgeshire County Council (2), The Wellcome Trust Limited (3), Genome Research Limited (4) and Hinxton Hall Limited (5).

"Services" means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services.

"Service Media" means the sewers, drains, watercourses, pipes, cables, wires, channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services.

12.1.2 Unless otherwise specified, the expression "the Transferor" includes the Transferor's successors in title to the Estate.

12.1.3 The expression "the Transferee" includes the Transferee's successors in title to the Property.

12.1.4 Any covenant by the Transferor or Transferee not to do something includes an obligation not (so far as it is within the control of the Transferor or the Transferee) to allow or permit that thing to be done).

12.1.5 The clause headings are for ease of reference only and are not to be taken into account when construing this document.

12.1.6 For the purposes of this transfer the word "unbuilt" shall include those parts of the Estate used (or intended to be used) as Estate Roads, Pathways Cycleways or private driveways but shall not include any part or parts that have been built upon or that comprise the curtilages of completed buildings or the curtilages of those under construction.

12.1.7 Where any party to this transfer comprises more than one person then the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons unless there is an express provision otherwise.

12.1.8 The parties declare that:

12.1.8.1 the operation of sections 62(1) and (2) of the Law of Property Act 1925 in relation to this transfer is qualified so as not to include any liberties, privileges, easements, rights and advantages over or in respect of the Estate and/or the Property;

12.1.8.2 no easement or other such right for the enjoyment of the Property over the Estate and/or the Property is created otherwise than by express grant in this transfer;

12.1.8.3 the access of light and air to and for the benefit of the Property and the buildings or other structures upon it from time to time over the Estate is enjoyed by consent of the Transferor;

12.1.8.4 the Transferor and the Transferee may construct new buildings or structures or alter existing buildings or structures or carry out any other works on the Estate and the Property (as appropriate) even if they interfere with the access of light and air to the Property or the Estate (as appropriate) and any buildings or structures for the time being upon it, without revoking the consent given in clause 12.1.8.3; and

12.1.8.5 the operation of section 78 of the Law of Property Act 1925 is excluded in relation to clause 12.4.1 of this transfer.

12.1.8.6 The rights granted and reserved are exercisable in relation to the use of the Property and the Estate as at the date of this Transfer and all future uses of the same

12.1.9 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this transfer under the Contracts (Rights of Third

Parties) Act 1999.

12.1.10 The exercise of the rights referred to in clause 12.2.2 and 12.2.3 is subject to the conditions that:

12.1.10.1 before exercising any such right (except in the case of emergency) the Transferee is to give not less than 15 days' written notice specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to execute on the Estate, and such other information as the Transferor may require;

12.1.10.2 the Transferee must obtain the prior approval in writing of the Transferor for the works to be done on the Estate (approval not to be unreasonably withheld or delayed);

12.1.10.3 in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities;

12.1.10.4 in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and as soon as reasonably practicable make good all damage done to the Estate to the Transferor's reasonable and proper satisfaction; and

12.1.10.5 the Transferee is to keep the Transferor and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred from the exercise of all such rights

12.2 Rights granted for the benefit of the property

The Transferor grants to the Transferee for the benefit of the Property in common with all others with similar rights:

12.2.1 The right of free and uninterrupted passage and running of the Services from and to any part of the Property through the Service Media, which now are or may at any time following the date of this transfer be in, on or under the Estate and which are capable of serving the Property [until adoption only].

12.2.2 (Subject to the conditions set out in 12.1.10 and pending adoption) the right to connect to, repair, maintain, renew replace and or upgrade the Service Media referred to in clause 12.2.1 subject to them having adequate capacity.

12.2.3 (Subject to the conditions set out in 12.1.10 and pending adoption) the right of entry upon such unbuilt parts of the Estate as are reasonably necessary for the purpose of connecting to (subject to them having adequate capacity) repairing maintaining renewing upgrading and/ or replacing the Service Media referred to in clause 12.2.1.

12.2.4 The right of support, shelter and protection from the Estate.

12.2.5 Subject to the Transferee complying with the Regulations and pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles over and along the Estate Roads

12.2.6 Subject to the Transferee complying with the Regulations and pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass on foot only (provided that the Transferee will be permitted to pass and repass with or without vehicles over any vehicular cross overs or private drives which cross any of the Pathways) over the Pathways in order to gain access to the Property and /or any publically maintained road.

12.2.7 Subject to the Transferee complying with the Regulations and pending adoption, the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass on bicycle / pedal cycles only over the Cycleways in order to gain access to the Property and /or any publically maintained road.

12.3 Rights reserved for the benefit of other land

There is excepted and reserved in fee simple from the Property for the benefit of the Estate and the Transferor and its assigns and the owners and occupiers of the Estate and all persons authorised by them:

12.3.1 The right of support shelter and protection as enjoyed by the Estate from the Property.

12.3.2 The right of free and uninterrupted passage and running of the Services from and to any part of the Estate through the Service Media, which now are or may at any time following the date of this transfer be in, on or under the Property and which are capable of serving the Estate.

12.3.3 The right to make connections into and to use any Service Media for the passage and running of Services to and from the Estate.

12.3.4 The right to enter on to any part of the Property in so far as is necessary to:

12.3.4.1 inspect repair clean maintain modify connect into disconnect replace renew or carry out any other works in respect of any Service Media serving the Estate; or

12.3.4.2 repair maintain clean alter renew demolish or reconstruct the whole or any part of any building (including any Projection or any boundary walls or fences) from time to time erected on the Estate.

12.3.5 The right to retain and where appropriate to use any Projection which protrudes from the Estate over or beneath the Property.

12.3.6 The right after giving reasonable notice to the Transferee and at the expense of the Transferor:

12.3.6.1 to vary the location of the Estate Roads Pathways and Cycleways (but without materially affecting the nature or quality of access to and from the Property and the public highway) so that the area so modified becomes the Estate Roads for the purposes of this Transfer); and

12.3.6.2 temporarily to close the Estate Roads Pathways and Cycleways in connection with the carrying out of any works to the Estate or to any building from time to time erected on the Estate if the carrying out of such works may not reasonably be achieved by other means and provided a suitable alternative access to and from the Property and the public highway is provided; and

12.3.6.3 to divert any of the Service Media serving the Property to a location no less convenient than exists (such location to be determined by the Transferor acting reasonably) provided that there is no material interruption or diminution in the supply of Services through the Service Media to the Property.

12.4 Covenants by the transferee

12.4.1 The Transferee covenants with the Transferor so as to bind the Property and every part of it and so as to benefit the Estate and every part of it Provided that this covenant shall not be enforceable against the Transferee by any person who is a successor in title of the Transferor to part only of the Transferor's interest in the Estate unless the Transferor has authorised such successor in title in writing to enforce this covenant:

12.4.1.1 Not to use the Property for any purpose other than as a primary school education facility together with ancillary facilities (including for the avoidance of doubt community fundraising and recreational uses).

12.4.1.2 If:

12.4.1.2.1 at the tenth anniversary of the date of this transfer ("**Tenth Anniversary**") either:

(a) a Primary School has not been constructed and is not operating on the Property; or

(b) the Property has become surplus to the Transferee's requirements as education authority and it no longer intends to construct the Primary School on the Property; or

(c) a Primary School has been constructed and was operating on the Property but has been permanently closed under sections 15 to 17 of the Education and Inspections Act 2006

then the Transferee shall within [DN: e.g. 3 months] after the Tenth Anniversary transfer the Property to the Transferor (or to such person or persons as they may in their absolute discretion direct):

(i) free from encumbrances (save for any encumbrances existing at the date of this transfer);

(ii) free from the Section 106 Agreement and for the avoidance of doubt so that there shall be no covenant restriction or obligation requiring the Property to be made available for educational use or to construct a Primary School or to carry out any works in connection with such a use;

(iii) with full title guarantee;

(iv) for the sum of £1.00;

(v) with such transfer containing an express release of the covenants contained in this clause 12.4.1 and omitting any of the other provisions of this clause 12 which form part of the title to the Property and therefore do not need to be repeated; and

(vi) otherwise in the same form as this transfer.

12.4.1.3 Not to make any disposition of the whole or any part of the Property without first procuring that the donee enters into a Deed of Covenant with, and supplies (within 5 working days of completion of the disposition) the same to the Transferor.

12.4.1.4 To apply for the entry of the following restriction against the Transferee's title to the Property at HM Land Registry at the time of registration of this transfer:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by The Wellcome Trust Limited of Gibbs Building, 215 Euston Road, London, NW1 2BE or their conveyancer that the provisions of clause [12.4.1.3] of a transfer dated [] and made between The Wellcome Trust Limited (1) and Cambridgeshire County Council (2) have been complied with".

12.4.1.5 If before the Tenth Anniversary the Transferee no longer intends to construct the Primary School on the Property, the Transferee will give written notice to the Transferor and as soon as reasonably practicable thereafter shall transfer the Property to the Transferor (or to such person or persons as they may in their absolute discretion direct) on the terms set out above in clause 12.4.1.2 (i) to (vi) but without prejudice to the right that arises at the Tenth Anniversary in any way.

12.4.1.6 In the event that the Transferee shall transfer the Property to the Transferor pursuant to this clause 12.4.1, the covenants in this clause 12.4.1 will automatically lapse.

12.4.2 The Transferee covenants with the Transferor for the benefit of the whole and every part of the Estate to comply with the following covenants:

12.4.2.1 Not to park on or obstruct the use by the Transferor and those authorised by it of the Estate Roads Pathways and Cycleways.

12.4.2.2 The Transferee covenants with the Transferor that the Transferee will comply with the Encumbrances so far as they are enforceable and affect the Property and will indemnify the Transferor against all actions, claims, demands and proceedings taken or made against the Transferor and all costs, damages, expenses, liabilities and losses directly incurred by the Transferor arising from the breach.

12.4.2.3 To comply with the Section 106 Agreement insofar as it relates to the Property and insofar as it relates to the obligations on Cambridgeshire County Council within the Section 106 Agreement and to indemnify the Transferor fully in relation to any costs claims demands damages or interest arising from any breach of this covenant.

12.4.2.4 To the extent that the Primary School to be built on the Property is delivered pursuant to a

planning permission other than the Planning Permission, to procure that the Primary School planning permission is compatible with the phasing, delivery and operation of the Planning Permission.

12.5 Covenants by the transferor

The Transferor covenants with the Transferee:

12.5.1 In relation to any Estate Roads Pathways and Cycleways which are intended to be publically adopted to maintain all such Estate Roads Pathways and Cycleways pending adoption.

12.5.2 In relation to any Services and/or Service Media serving the Property which are within the Estate and which are intended to become the responsibility of a utility company or similar body to maintain all such services and/or Service Media unless and until the same are taken over by the relevant utility company or similar body.

Other

13 Execution

Executed as a Deed by **THE WELLCOME TRUST LIMITED**
acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

The **COMMON SEAL** of
CAMBRIDGESHIRE COUNTY COUNCIL was hereunto affixed
in the presence of:-

Authorised signatory:

WARNING

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

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

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

SCHEDULE 7

HEALTH

SCHEDULE 7 DEFINITIONS

"Final Health Review"	means a review of the additional need for health provision generated by the Development in line with the latest Population Monitoring Annual Report and shall include consultation with the Cambridgeshire and Peterborough Clinical Commissioning Group and local GP surgeries to ascertain existing capacity and/or interest in Occupying space on-Site taking into account the ability to provide a Health Facility on-Site
"Health Facility"	means a health facility such as a GP practice (or similar health facility) of up to 500 (five hundred) square metres (GEA)
"Health Facility Floorspace"	means floorspace reserved within Development Area 1 of the Expansion Land with capacity to accommodate the Health Facility
"Health Facility Specification"	means the plans and specification relating to the construction of a public Health Facility (at the Health Facility Floorspace) to shell and core standard or as required and agreed with the healthcare provider together with a programme of works, identity of the proposed health provider and a copy of the lease, such programme to include the timescales in which the works will be started and completed for delivery of the Health Facility to the health provider
"Health Reviews"	means together the Initial Health Review, the Interim Health Review and Final Health Review (or as applicable)
"Health Strategy"	<p>means a strategy submitted pursuant to any of the Health Reviews in accordance with paragraphs 1.8.2, 1.9.2 and 1.10.2 of this Schedule setting out either (i) how any additional need for health provision required as a result of the Development shall be met by the Owner either through provision of the Health Facility or (ii) where prior to the date of the Health Strategy the District Council has provided satisfactory information to the Owner pursuant to paragraph 2.1 of this Schedule, confirmation that the Off-Site Health Contribution will be paid in accordance with paragraphs 2.2 and 2.3 of this Schedule and regarding the provision of the Health Facility pursuant to limb (i) above shall address the following matters (as applicable):</p> <ul style="list-style-type: none">i) if a public Health Facility will be provided, the Health Facility Specification;ii) in respect of any other Health Facility (such as a private Health Facility) the size and location of the Health Facility within the Expansion Land together with (to the extent available when the Health Strategy is prepared) a proposed programme of works for the delivery of the Health Facility, the identity of the proposed health provider and copy of lease for delivery of the Health Facility;

"Initial Health Review"	means an initial review of the additional need for health provision generated by the Development in line with the Initial Population Monitoring Report and shall include consultation with the Cambridgeshire and Peterborough Clinical Commissioning Group and local GP surgeries to ascertain existing capacity and/or interest in Occupying space on-Site taking into account the ability to provide a Health Facility on-Site
"Interim Health Review"	means a review of the additional need for health provision generated by the Development in line with the latest Population Monitoring Annual Report and shall include consultation with the Cambridgeshire and Peterborough Clinical Commissioning Group and local GP surgeries to ascertain existing capacity and/or interest in Occupying space on-Site taking into account the ability to provide a Health Facility on-Site
"Off-Site Health Contribution"	<p>means the sum of £156.25 (one hundred and fifty six pounds twenty five pence) per patient Index Linked up to the Off-Site Health Contribution Cap calculated in respect of each Residential Unit in a Reserved Matters Area and which shall assume an average occupancy of two (2) persons per Residential Unit so that the formula to calculate the off-site health contribution shall be as follows:</p> $\begin{array}{l} \text{£156.25 Index Linked} \\ \times \\ \text{two (2)} \\ \times \\ \text{number of Residential Units in that Reserved Matters Area} \end{array}$
"Off-Site Health Contribution Cap"	means a maximum total overall Off-Site Health Contribution payable by the Owner to the District Council in accordance with paragraphs 2.2 and 2.3 of this Schedule of up to £250,000 (two hundred and fifty thousand) Index Linked
"Sawston Medical Centre"	the general medical practice located in Sawston forming part of the Granta Medical Practices

1. HEALTH PROVISION

- 1.1 The Owner and the District Council agree that if any additional need for health provision generated by the Development is identified pursuant to the provisions of this Schedule then the Owner shall either (i) provide a Health Facility within the Expansion Land to meet that additional need or (ii) in the event that information provided by the District Council to the Owner confirms that 1,400 (one thousand four hundred) Occupants of Residential Units have registered as patients at Sawston Medical Centre and/or there is no further capacity at Sawston Medical Centre or any other local GP surgery in the vicinity of the Development, pay an Off-Site Health Contribution to the District Council.
- 1.2 The Owner and the District Council agree that in the event it has been agreed between them that a public Health Facility shall be provided within the Expansion Land in accordance with the provisions of this Schedule then the Off-Site Health Contribution can no longer be triggered and no further action is required by the Owner in respect of an Off-Site Health Contribution.

Health Facility Floorspace

- 1.3 The Owner covenants to safeguard the Health Facility Floorspace unless and until the sooner of either:
- 1.3.1 the date the District Council and the Owner agree that the Off-Site Health Contribution is payable following provision of the satisfactory information under paragraph 2.1 of this Schedule; or
 - 1.3.2 the Final Health Review demonstrates that there is no additional need for health provision and therefore no further action is required by the Owner in respect of the Health Facility or the Off-Site Health Contribution; and

thereafter the Owner shall be immediately released from having to safeguard the Health Facility Floorspace within the Expansion Land.

Health Reviews

- 1.4 Twelve (12) months following the date of Occupation of the first Residential Unit the Owner shall undertake the Initial Health Review and shall submit the Initial Health Review to the District Council as soon as reasonably practicable and in any event within two (2) months following the carrying out of the Initial Health Review for the District Council's written approval (such approval not to be unreasonably withheld or delayed).
- 1.5 The Owner covenants not to Occupy more than one hundred (100) Residential Units prior to approval of the Initial Health Review.
- 1.6 If the Initial Health Review finds that no additional health provision is required:
- 1.6.1 on or before Occupation of no more than six hundred (600) Residential Units, the Owner shall undertake the Interim Health Review and shall submit the Interim Health Review to the District Council as soon as reasonably practicable and in any event within two (2) months following the carrying out of the Interim Health Review for the District Council's written approval; and
 - 1.6.2 the Owner covenants not to Occupy more than seven hundred (700) Residential Units prior to approval of the Interim Health Review.
- 1.7 If the Interim Health Review finds that no additional health provision is required:
- 1.7.1 prior to Occupation of twelve hundred (1200) Residential Units, the Owner shall undertake the Final Health Review and shall submit the Final Health Review to the District Council as soon as reasonably practicable and in any event within two (2) months following the carrying out of the Final Health Review for the District Council's written approval; and
 - 1.7.2 the Owner covenants not to Occupy more than thirteen hundred (1300) Residential Units prior to approval of the Final Health Review.
- 1.8 In the event that the Initial Health Review demonstrates that:-
- 1.8.1 no additional health provision is required and the District Council approves the Initial Health Review submitted to the District Council pursuant to paragraph 1.4 of this Schedule, no further action is required by the Owner at that stage other than the requirement to undertake and submit to the District Council the Interim Health Review and the Final Health Review; or
 - 1.8.2 health facility improvements are required then the Owner shall submit the Health Strategy to the District Council for its written approval and thereafter provide either the Health

Facility or the Off-Site Health Contribution in accordance with the approved Health Strategy and no further Health Reviews shall be required.

1.9 In the event that the Interim Health Review demonstrates that:-

- 1.9.1 no additional health provision is required and the District Council approves the Interim Health Review submitted to the District Council pursuant to paragraph 1.6.1 of this Schedule, no further action is required by the Owner at that stage other than the requirement to undertake and submit to the District Council the Final Health Review; or
- 1.9.2 health facility improvements are required, the Owner shall submit the Health Strategy to the District Council for its written approval and thereafter provide either the Health Facility or the Off-Site Health Contribution in accordance with the approved Health Strategy and the Final Health Review shall not be required.

1.10 In the event that the Final Health Review demonstrates that:-

- 1.10.1 no additional health provision is required as a result of the Development at the Final Health Review stage and the District Council approves the Final Health Review submitted to the District Council pursuant to paragraph 1.7.1 of this Schedule, no further action is required by the Owner in respect of the Health Strategy; or
- 1.10.2 health facility improvements are required, the Owner shall submit the Health Strategy to the District Council for its written approval and thereafter provide either the Health Facility or the Off-Site Health Contribution in accordance with the approved Health Strategy.

2. OFF-SITE HEALTH CONTRIBUTION

- 2.1 The requirement for the Owner to make an Off-Site Health Contribution (in lieu of providing a Health Facility pursuant to the provisions of this Schedule) shall only be triggered in the event that it has not already been agreed that the Owner shall provide a Health Facility and provided that the District Council first provides information to the Owner (containing anonymised information (excluding any personal and confidential patient data)) that 1,400 (one thousand four hundred) Occupants of Residential Units have registered as patients at the Sawston Medical Centre and that there is no further capacity at the Sawston Medical Centre or any other local GP surgery.
- 2.2 Where any of the Health Reviews demonstrate that health facility improvements are required and that it is agreed through the approved Health Strategy that an Off-Site Health Contribution shall be payable in accordance with paragraph 2.1 above, then any subsequent Reserved Matters Application(s) containing Residential Units shall include a calculation of the Off-Site Health Contribution (provided that the Off-Site Health Contribution Cap has not already been paid by the Owner in which case there is no further obligation to make an Off-Site Health Contribution).
- 2.3 Prior to first Occupation of the first Residential Unit within that (and any subsequent) Reserved Matters Area, the Owner shall pay the agreed Off-Site Health Contribution for that Reserved Matters Area to the District Council.
- 2.4 The Owner shall not Occupy any of the Residential Units within that (and any subsequent) Reserved Matters Area, until the Owner has paid to the District Council the agreed Off-Site Health Contribution for that Reserved Matters Area (and any subsequent) Reserved Matters Area (as applicable) in accordance with paragraph 2.3 of this Schedule.

SCHEDULE 8

COMMUNITY DEVELOPMENT, COMMUNITY HUB AND LOCAL ENTERPRISE

SCHEDULE 8 DEFINITIONS

"Community Access and Management Statements"	<p>means access and management statements for each of the following facilities and/or uses and which shall include details of management and maintenance, access arrangements, fees, facilities development and community development support:</p> <ul style="list-style-type: none">• Permanent Community Facility;• Temporary Community Provision;• cultural visitor facilities (D1 uses);• indoor leisure facilities (D2 uses);• outdoor sports pitches and changing facilities;• allotments; and• educational facilities (where shared facilities such as sports facilities or community space might be provided)
"Community Chest"	<p>means the District Council's small grants scheme intended to support community development through grant funding for community-led initiatives</p>
"Community Chest Contribution"	<p>means the sum of £20,000 (twenty thousand pounds) Index Linked to be spent on the Community Chest</p>
"Community Development"	<p>means the support of the new community through community development, place-making and integration with the existing community through the employment of staff and initiatives such as activities or events, provision of information and signposting and regular liaison with new and existing residents</p>
"Community Development Co-ordinator"	<p>means a person appointed by the Owner to implement and co-ordinate the Community Development Initiatives and Community Development</p>
"Community Development Initiatives"	<p>means the non-exhaustive list of community development initiatives appended to this Schedule at Appendix 8A</p>
"Community Development Initiatives Fund"	<p>means the sum of £292,065 (two hundred and ninety-two thousand and sixty-five pounds) Index Linked</p>
"Community Development Resource"	<p>means the sum of £94,250 (ninety four thousand two hundred and fifty pounds) Index Linked to be used towards Community Development</p>
"Community Development and Support Strategy"	<p>means an overarching strategy setting out (but not limited to):</p> <ul style="list-style-type: none">a) the Community Development;

- b) the Community Development Initiatives;
- c) the Permanent Community Facility and Temporary Community Provision,

as may be amended from time to time (or further developed through individual community strategies) in order to support and provide for the current and future community development needs and to specify the level of specialist and general support available

"Community Land"	Facility	means an area of land reserved within the Expansion Land with capacity to accommodate the Larger Permanent Community Facility or the Smaller Permanent Community Facility
"Construction Brokerage Scheme"	Jobs	means a scheme to manage access to job opportunities during the construction of the Development
"Hinxtton Parish Council"		the elected civil local authority responsible for the parish of Hinxtton
"Hinxtton Parish Council Approval"		means written evidence to show that Hinxtton Parish Council have carried out a feasibility study and resolved through the proper constitutional route to proceed to the design and pre-application planning stage of the proposed extension to the Hinxtton Village Hall
"Hinxtton Village Hall"		the village hall serving the parish of Hinxtton located at 51 High Street, Hinxtton, Nr. Saffron Walden CB10 1QY
"Hinxtton Village Improvement Contribution"	Hall	<p>means a contribution to be paid to the District Council for the delivery of an extension to Hinxtton Village Hall of approximately 90 (ninety) sqm (GEA) or such other area as otherwise agreed in writing with the District Council and consequential works necessitated by such extension to provide additional capacity for public use, including for use by Campus Related Workers and residents of the Residential Units, payable in the following Parts:</p> <p>Part A: the sum of ten thousand pounds (£10,000) Index Linked to be spent on a feasibility study into the proposed extension;</p> <p>Part B: the sum of sixty-seven thousand three hundred and eighty-five pounds (£67,385) Index Linked to be spent on design and planning fees (including any costs related to a planning application) relating to the extension; and</p> <p>Part C: the sum of four hundred and ninety thousand eight hundred and ninety nine pounds (£490,899) Index Linked towards the building and delivery of the extension and consequential works</p>
"Jobcentre Plus"		means the employment organisation that helps and provides resources for local people in order that they can obtain employment
"Larger Community Facility"	Permanent	a permanent community facility, or floorspace if co-located, of no less than three hundred and thirty-five (335) sqm (GEA) (plus provision of ancillary rooms if a standalone community building is required or shared ancillary rooms if part of a combined building) within the Expansion Land capable of accommodating flexible space(s) for different uses including space (height, length and

width) for one full size badminton court and a library (if a library is to be provided within the Permanent Community Facility)

"Local Enterprise Partnership"

means the Business Board of the Cambridge and Peterborough Combined Authority

"Permanent Community Facility"

means either (i) the Smaller Permanent Community Facility; or (ii) the Larger Permanent Community Facility

"Permanent Community Facility Specification"

means an outline specification setting out the details of the Permanent Community Facility (either for the Smaller Permanent Community Facility or for the Larger Permanent Community Facility) including the location, facilities of any library provision (as applicable) and programme for delivery in line with the principles contained in the approved Community Development and Support Strategy

Smaller Permanent Community Facility

a permanent community facility, or floorspace if co-located, of no less than two hundred and forty-five (245) sqm (GEA) (plus provision of ancillary rooms if a standalone community building is required or shared ancillary rooms if part of a combined building) within the Expansion Land capable of accommodating flexible space(s) for different uses including space (height, length and width) for one full size badminton court and a library (if a library is to be provided within the Permanent Community Facility)

"Temporary Community Provision"

means temporary provision of community access to space within the Existing Campus for community use and which may be delivered by way of (but not limited to) provision of off-peak access to the sports and social club facilities at the Existing Campus in accordance with the principles contained in the approved Community Development and Support Strategy

"Temporary Recreation Land"

means an area of circa 0.90 (nought point nine) hectares of temporary recreation space to be used for community uses as shown edged red on the plan titled The Hinxton Hall Estate Village Plan appended to this Schedule at Appendix 8B

1. COMMUNITY DEVELOPMENT AND SUPPORT STRATEGY

The Owner covenants as follows:

- 1.1 On or prior to submission of the first Reserved Matters Application containing Residential Units the Owner shall submit the Community Development and Support Strategy to the District Council for approval.
- 1.2 First Occupation of any Residential Unit shall not take place until the District Council has approved the Community Development and Support Strategy and the Development shall not be Occupied other than in accordance with the Community Development and Support Strategy as agreed between the Owner and the District Council from time to time.
- 1.3 Save to the extent that it is agreed pursuant to paragraphs 5.2 and 5.4 of this Schedule that the District Council will deliver the Community Development and/or the Community Development Initiatives, the Owner shall implement the Community Development and Support Strategy from first Occupation as approved pursuant to paragraph 1.2 or 1.4 of this Schedule (as appropriate).

- 1.4 The Community Development and Support Strategy shall be reviewed by the Owner and updated as agreed between the Owner and the District Council from time to time in order to address the changing needs in the type and level of community development and support and submitted to the District Council for approval but in any event no less than:

1.4.1 on the first (1st) anniversary of Occupation of the first Residential Unit to be Occupied; .

1.4.2 on the second (2nd) anniversary of Occupation of the first Residential Unit to be Occupied; and

1.4.3 on the fourth (4th) anniversary of Occupation of the first Residential Unit to be Occupied.

- 1.5 The Owner shall monitor implementation of the approved Community Development and Support Strategy and shall report annually on its delivery and implementation to the District Council.

2. TEMPORARY COMMUNITY PROVISION

The Owner covenants as follows:

- 2.1 To include details of the Temporary Community Provision in the Community Development and Support Strategy submitted for approval pursuant to paragraph 1.1 of this Schedule.

- 2.2 The Temporary Community Provision shall be delivered in accordance with the approved Community Development and Support Strategy and shall be accessible to the public on or prior to first Occupation of the Residential Units.

- 2.3 First Occupation of any of the Residential Units shall not take place until the Temporary Community Provision has been made available and accessible to the public in accordance with the Community Development and Support Strategy.

- 2.4 The Temporary Community Provision shall be available and accessible to the public until the Permanent Community Facility has been opened for use in accordance with the provisions of paragraph 3 of this Schedule and after which date access to the Temporary Community Facility is no longer required.

3. PERMANENT COMMUNITY FACILITY

The Owner covenants as follows:

- 3.1 Subject to paragraphs 3.3 and 3.4 of this Schedule, the Owner will set aside and safeguard the Community Facility Land within the Development from the date of grant of the Planning Permission until the earlier of:

3.1.1 submission of a Reserved Matters Application comprising the Permanent Community Facility; or

3.1.2 submission of a Reserved Matters Application containing the 500th (five hundredth) Residential Unit to be approved (provided that where two (2) or more Reserved Matters Applications have been submitted in respect of a particular Reserved Matters Area there shall be no double counting of Residential Units that have been approved);

which shall trigger the requirement for the Permanent Community Facility Specification to be submitted pursuant to paragraph 3.3 of this Schedule.

- 3.2 Subject to paragraphs 3.3, 3.4 and 3.5 of this Schedule, on or before submission of each Reserved Matters Application containing Residential Units, the Owner and the District Council shall agree whether the Smaller Permanent Community Facility or the Larger Permanent Community Facility is required (if any at that stage) and that decision shall be informed by:

3.2.1 the most recent Population Monitoring Annual Report; and

- 3.2.2 whether or not:
- (a) the Hinxton Parish Council Approval has been given by Hinxton Parish Council; and
 - (b) the likelihood of the extension to Hinxton Village Hall being carried out.
- 3.3 The Owner covenants to submit the Permanent Community Facility Specification to the District Council for approval alongside the earlier of:
- (a) the relevant Reserved Matters Application comprising the Permanent Community Facility; or
 - (b) the Reserved Matters Application containing the 500th (five hundredth) Residential Unit.
- 3.4 Where the Owner has paid Part A, Part B and Part C of the Hinxton Village Hall Improvement Contribution pursuant to the provisions of paragraph 4 of this Schedule, the Owner shall provide the Smaller Permanent Community Facility in accordance with the provisions of paragraph 3.6 of this Schedule.
- 3.5 In the event that either:
- 3.5.1 it has been agreed between the Owner and the District Council that the Larger Permanent Community Facility is to be provided pursuant to paragraph 3.2 of this Schedule; or
 - 3.5.2 the Permanent Community Facility Specification for the Larger Permanent Community Facility has been approved pursuant to paragraph 3.3 of this Schedule,
- the Larger Permanent Community Facility shall be provided by the Owner in accordance with the provisions of paragraph 3.6 below and any unpaid parts of the Hinxton Village Hall Improvement Contribution shall not be payable.
- 3.6 The Owner shall provide the Permanent Community Facility in accordance with the approved Permanent Community Facility Specification and shall ensure that the same is ready for use, open and accessible to the public no later than the earlier of:
- 3.6.1 Occupation of the 500th (five hundredth) Residential Unit; or
 - 3.6.2 first Occupation of a Residential Unit within the Reserved Matters Area which comprises the Permanent Community Facility where the need for the provision of the Permanent Community Facility in respect of that Reserved Matters Area has been first agreed with the District Council pursuant to paragraph 3.2 of this Schedule.
- 3.7 The Owner shall not Occupy the 500th (five hundredth) Residential Unit or Occupy any Residential Unit within the Reserved Matters Area which comprises the Permanent Community Facility (as applicable) pursuant to paragraph 3.6 of this Schedule until the Permanent Community Facility is provided and is ready for use, open and accessible to the public.
4. **HINXTON VILLAGE**
- The Owner covenants:
- 4.1 The Owner shall pay Part A of the Hinxton Village Hall Improvement Contribution to the District Council for onward transmission to Hinxton Parish Council on or before Implementation of the Development.

- 4.2 The Owner shall not Implement or permit Implementation of the Development unless and until it has paid Part A of the Hinxtton Village Hall Improvement Contribution to the District Council for onward transmission to Hinxtton Parish Council.
- 4.3 Subject to paragraph 4.5 of this Schedule, on Commencement of the first Reserved Matters Area containing Residential Units the Owner shall pay to the District Council Part B of the Hinxtton Village Hall Improvement Contribution for onward transmission to Hinxtton Parish Council PROVIDED THAT in the event that the Hinxtton Parish Council Approval has not been received by the District Council prior to Commencement of the first Reserved Matters Area containing Residential Units the District Council shall not release Part B of the Hinxtton Village Hall Improvement Contribution to Hinxtton Parish Council unless and until the same has been received by the District Council and provided to the Owner.
- 4.4 Subject to paragraph 4.5 of this Schedule, the Owner shall not Commence, or permit the Commencement of, the first Reserved Matters Area containing Residential Units until the Owner has paid to the District Council Part B of the Hinxtton Village Hall Improvement Contribution.
- 4.5 In the event that it is confirmed in writing by the District Council prior to Commencement of the first Reserved Matters Area containing Residential Units that the extension to the Hinxtton Village Hall is not going to be pursued by Hinxtton Parish Council, the Owner shall be released from its obligation to pay Part B and Part C of the Hinxtton Village Hall Improvement Contribution pursuant to paragraphs 4.3 and 4.6 of this Schedule respectively and the Owner shall then be required to provide the Larger Permanent Community Facility in accordance with this Schedule.
- 4.6 Subject to paragraph 4.7 of this Schedule, the Owner shall pay Part C of the Hinxtton Village Hall Improvement Contribution to the District Council for onward transmission to Hinxtton Parish Council within twenty-eight (28) days of the District Council providing confirmation to the Owner that a planning permission has been granted for the extension to Hinxtton Village Hall and a construction contract for the approved extension to Hinxtton Village Hall has been entered into by Hinxtton Parish Council.
- 4.7 In the event that that either:
- 4.7.1 it has been agreed between the Owner and the District Council that the Larger Permanent Community Facility is to be provided pursuant to paragraph 3.2 of this Schedule; or
- 4.7.2 the Permanent Community Facility Specification for the Larger Permanent Community Facility has been approved pursuant to paragraph 3.2 of this Schedule;
- the Larger Permanent Community Facility shall be provided by the Owner in accordance with the provisions of paragraph 3.6 of this Schedule and Part C of the Hinxtton Village Hall Improvement Contribution shall not be payable.
- 4.8 On or prior to first Occupation of any Residential Units the Temporary Recreation Land shall be offered to Hinxtton Parish Council at a peppercorn rent for community uses.
- 4.9 Following acceptance of the offer of the Temporary Recreation Land by Hinxtton Parish Council pursuant to paragraph 4.8 of this Schedule, the Temporary Recreation Land shall be provided at an annual peppercorn rent for community uses until the earlier of:
- 4.9.1 the completion of the full Open Space requirements on the Site as set out in this Schedule; or
- 4.9.2 20 (twenty) years from the date that the first Residential Unit is Occupied.

5. COMMUNITY DEVELOPMENT

Community Development Initiatives

5.1 Subject to paragraph 5.2 of this Schedule the Owner covenants that:

5.1.1 the Community Development Initiatives Fund shall be used by the Owner to fund the Community Development Initiatives and any variations to those initiatives that are agreed in writing with the District Council;

5.1.2 the agreed Community Development Initiatives shall be provided by the Owner for a minimum period of 5 (five) years from first Occupation of any Residential Unit or for such longer period as the Community Development Initiatives Fund allows; and

5.1.3 the Owner shall appoint the Community Development Coordinator to deliver the Community Development Initiatives on or before first Occupation of any Residential Unit.

5.2 No less than 4 (four) months prior to first Occupation of any Residential Unit the Owner and the District Council may agree in writing (at the District Council's absolute discretion) that the Owner will not be delivering the Community Development Initiatives and the Owner shall within 28 (twenty eight) days of such agreement pay the Community Development Initiatives Fund to the District Council so that the District Council can deliver the Community Development Initiatives as may be agreed with the Owner through the Community Development and Support Strategy (or any variation thereto).

Community Development Resource

5.3 Subject to paragraph 5.4 of this Schedule the Owner covenants that:

5.3.1 the Community Development Resource shall be used by the Owner to fund the Community Development;

5.3.2 the Community Development shall be provided by the Owner for a minimum period of 5 (five) years from first Occupation of any Residential Unit or for such longer period as the Community Development Resource allows; and

5.3.3 the Owner shall appoint the Community Development Coordinator to deliver such Community Development on or before to first Occupation of any Residential Unit.

5.4 No less than 4 (four) months prior to first Occupation of any Residential Unit the Owner and the Council may agree in writing (at the District Council's absolute discretion) that the Owner will not be delivering the Community Development and the Owner shall pay the Community Development Resource to the District Council within 28 (twenty eight) days of such agreement so that the District Council can deliver Community Development as may be agreed with the Owner through the Community Development and Support Strategy (or any variation thereto).

Community Chest

5.5 The Owner shall pay the Community Chest Contribution to the District Council on Occupation of the first Residential Unit.

5.6 The Owner shall not Occupy or permit Occupation of any Residential Unit unless and until it has paid the Community Chest Contribution to the District Council.

6. COMMUNITY ACCESS AND MANAGEMENT STATEMENTS

6.1 The Owner shall submit the relevant Community Access and Management Statement(s) to the District Council for approval alongside each of the Reserved Matters Application containing one of the facilities and/or uses governed by the relevant Community Access and Management Statement(s).

- 6.2 The relevant Reserved Matters Approvals shall be carried out in accordance with the approved Community Access and Management Statement(s).
- 6.3 The Community Access and Management Statement(s) shall be reviewed by the Owner and updated as agreed between the Owner and the District Council from time to time in order to address any changing needs arising from the Development.
7. **CONSTRUCTION JOBS BROKERAGE SCHEME**
- 7.1 No later than Commencement of Development, the Owner shall submit the Construction Jobs Brokerage Scheme to the District Council for approval and the Construction Jobs Brokerage Scheme shall address the following:
- 7.1.1 access to job opportunities on the Site by providing links between the employers on the Site, the District Council, Jobcentre Plus and the Local Enterprise Partnership; and either:
- (a) set out how the Owner or its sub-contractors will work with the District Council and its partners to promote opportunities for employment of local construction workers during the construction of the Development; or
 - (b) include a list of skills and the number of various types of construction workers estimated as being required at each stage of the Development and how employment opportunities will be advertised throughout South Cambridgeshire including at Jobcentre Plus; or
 - (c) set out how education and training opportunities in construction will be promoted during the construction phase of the Development in conjunction with any District Council led initiatives and/or local colleges and schools (e.g. via open days, presentations and marketing).
- 7.2 The Owner shall not Commence, or permit Commencement of, the Development unless and until the Construction Jobs Brokerage Scheme has been submitted to the District Council for approval and the same has been approved.
- 7.3 The Owner shall monitor the effectiveness of the Construction Jobs Brokerage Scheme and the Construction Jobs Brokerage Scheme may be updated from time to time during the construction phase of the Development as agreed in writing with the District Council.
- 7.4 The Owner shall implement the Construction Jobs Brokerage Scheme as approved by the District Council (or any updates agreed with the District Council thereafter) for the duration of the construction period of the Development.

Appendix 8A

Community Development Initiatives

APPENDIX 8A

COMMUNITY DEVELOPMENT INITIATIVES

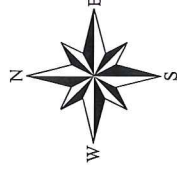
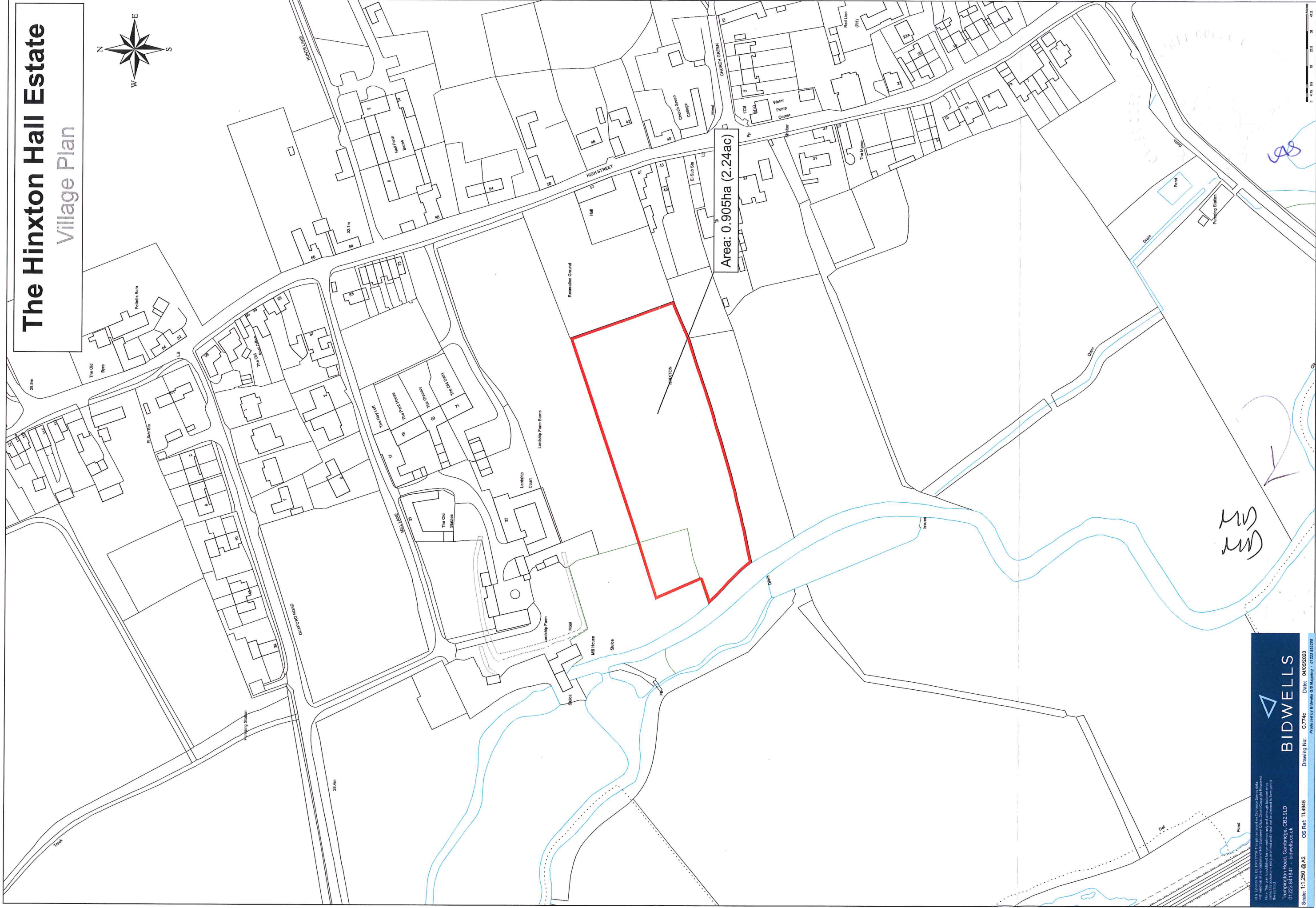
Requirement	Amount	Detail
1. Total kickstart funding	£15,683	For example self-esteem courses, adult learning, parenting classes, events and activities. Would provide a resource for the multiagency team to use to incentivise community-led action
2. Mental health training (level 2)	£10,200	Mental health training for all members of proposed multi-agency team – in order to recognise any member of the community who may be struggling and provide early intervention. Counselling for children moving into the development who struggle to make the transition to a new school – intervention rather than a prevention
3. Mental health counselling services	£2,400	Subject to need
4. Locality staff (family workers) (2 years)	£112,500	Specialist support (short-term basis) – to support vulnerable children, young people and families – early to prevent needs escalating.
5. Children centre staff (2 years)	£41,432	Potential for WGC to become a Child and Family Zone – with Sure Start or Children centre activities delivered in the development. Funding for a Child and Family worker and some equipment. To enable early delivery (ie earlier than would normally be viable and before the population would justify normal service levels)
6. Children centre equipment/activities	£18,750	
7. Domestic abuse kickstart funding	£2,700	Subject to need. An IDVA is a named professional case worker for domestic abuse victims whose primary purpose is to

Requirement	Amount	Detail
(if level 2)		support the safety of 'high risk' victims and their children. For larger developments short term funding is requested for IDVA to join the Multi-agency team and combat the anticipated increase on service demand created by a new development.
8. Specialist community development worker (2 years) if level 2 or 3	£37,500	Community development work to support the WGC residents to form community groups, create social networks and signpost to more specific support from across a range of sectors. 0.5 fte
9. Multiagency coordination if level 2 or 3	£23,750	Coordinator role – to ensure multiagency team jointly plans provision across the new community and helps provide a seamless transition between services, including working in collaboration with the health service, and will provide locally based support and advice to promote the formation of community groups in WGC.
10. Healthy New Towns initiative legacy (project workers)	£18,750	Healthy New Towns Legacy – 0.5 FTE project worker and some activity funding to deliver the most impactful elements of the Northstowe projects to WGC
11. Healthy New Towns initiative legacy (kickstart funding)	£8,400	
Total	£292,065	

Appendix 8B
Temporary Recreation Land

The Hinxton Hall Estate

Village Plan



SCHEDULE 9

OPEN SPACE

SCHEDULE 9 DEFINITIONS

"Adopted Standards"		means the standards for Open Space provision comprised in policy SC/7 of the Local Plan being:-
	(a)	outdoor sport (pitches and other outdoor sport): 1.6 (one point six) hectares per 1,000 (one thousand) residential population
	(b)	allotments and community orchards: 0.4 (naught point four) hectares per 1,000 (one thousand) residential population
	(c)	formal play space (LAP, LEAP and NEAP): 0.4 (naught point four) hectares per 1,000 (one thousand) residential population
	(d)	informal play space: 0.4 (naught point four) hectares per 1,000 (one thousand) residential population
	(e)	informal open space: 0.4 (naught point four) hectares per 1,000 (one thousand) residential population
"All Weather Generation Pitch"	Third	means one full size (being 106 (one hundred and six) metres x 70 (seventy) metres) all weather third generation (3G) pitch which consists of long synthetic fibres infilled with a combination of rubber and/or sand granules specific to the performance characteristics required for individual sports and which is to be floodlit (unless otherwise agreed with the District Council) and provided within the Development in accordance with Sport England Standards up to the total value of £985,000 (nine hundred and eighty-five thousand pounds)
"Approved Open Space"		means Open Space contained in a Reserved Matters Approval which is in the process of being laid out and developed but which has not yet been Practically Completed and is not yet accessible to the public
"Delivered Open Space"		means Open Space contained in a Reserved Matters Approval which has been Practically Completed and which is accessible to the public for use
"LAP"		a local area for play with a minimum activity zone of 100 (one hundred) square metres and a minimum buffer zone of 5 (five) metres
"LEAP"		means a locally equipped area for play with a minimum activity zone of 500 (five hundred) square metres and a minimum buffer zone of 20 (twenty) metres
"Local Plan"		means the South Cambridgeshire Local Plan 2018 as adopted on 27 September 2018
"NEAP"		a neighbourhood equipped area for play with a minimum activity zone of 1,200 (one thousand two hundred) square metres and a

minimum buffer zone of 30 (thirty) metres

"Open Space"

means the open space within the Development including the All Weather Third Generation Pitch, formal children's play space, LEAP, LAP, children's play space, informal open space, outdoor sport areas, allotments, food growing areas and community gardens

"Open Space Delivery and Management Plan"

means a scheme for the delivery, management and maintenance of Open Space within the Development or within a Reserved Matters Area as appropriate which must include at least the following details:-

- (a) a specification for the description and laying out of the Open Space including any features of the Open Space and their planned uses;
- (b) programme for the delivery of the Open Space;
- (c) access arrangements to the Open Space;
- (d) arrangements for the management, maintenance and repair of the Open Space including the strategy for replacing of defective or worn out equipment or surfacing and a notification procedure for by which the Owner may be notified of any defects which might need repairing; and
- (e) any measures for the supervision and/or monitoring of the Open Space if applicable

"Sport England Standards"

means relevant standards set by Sport England (or its replacement body)

1. OPEN SPACE PROVISION

- 1.1 The type and quantum of Open Space to be included in any Reserved Matters Application containing Residential Units shall be agreed in writing with the District Council and shall be informed by:-
 - 1.1.1 the most recent Population Monitoring Annual Report;
 - 1.1.2 the type and quantum of Delivered Open Space and/or Approved Open Space; and
 - 1.1.3 the extent of compliance of Delivered Open Space or Approved Open Space with Adopted Standards.
- 1.2 Following the review carried out pursuant to paragraph 1.1 of this Schedule, each Reserved Matters Application containing Residential Units shall be accompanied by an Open Space Delivery and Management Plan for written approval by the District Council.
- 1.3 The Open Space in any Reserved Matters Area shall be laid out and Practically Completed in accordance with the relevant approved Open Space Delivery and Management Plan and shall thereafter be provided for the Lifetime of the Development in accordance with the relevant approved Open Space Delivery and Management Plan, subject to paragraph 1.4 of this Schedule.
- 1.4 The Open Space Delivery and Management Plan for a Reserved Matters Area may be updated from time to time as agreed in writing between the Owner and the District

Council to address the ongoing need, type and quantum of Open Space within that Reserved Matters Area.

- 1.5 Unless otherwise agreed between the Owner and the District Council in writing, the Owner shall provide and Practically Complete:
 - 1.5.1 the All Weather Third Generation Pitch by no later than Occupation of the 50th (fiftieth) Residential Unit; and
 - 1.5.2 the LEAP by no later than Occupation of the 50th (fiftieth) Family Unit.
- 1.6 Unless otherwise agreed between the Owner and the District Council in writing, the Owner shall not Occupy and shall not permit or procure Occupation of:
 - 1.6.1 the 50th (fiftieth) Residential Unit unless and until the Owner has provided and Practically Completed the All Weather Third Generation Pitch; and
 - 1.6.2 the 50th (fiftieth) Family Unit unless and until the Owner has provided and Practically Completed the LEAP.
- 1.7 The Owner shall allow public access to each area of Open Space (where appropriate and marked out) in accordance with the Open Space Delivery and Management Plan for the Lifetime of the Development (save for as otherwise set out in the approved Open Space Delivery and Management Plan).

SCHEDULE 10

WASTE

SCHEDULE 10 DEFINITIONS

"Bin Contribution"	<p>means a sum "X" to be calculated on each Reserved Matters Approval based on the number of Residential Units provided as part of that Reserved Matters Approval in accordance with the following formula and to be used towards the provision of bins for the Development;</p> <ul style="list-style-type: none">• standard house – 3 bins @ £75 per unit;• flat (based on 2 bed) - £160 per unit;• 200l for residual – (1100l bin and signage = £360 thus £65 per unit);• 200l for recycling – (1100l bin and signage = £360 thus £65 per unit);• 100l for organic – (360l bin and signage = £100 thus £30 per unit)
"Bring Banks"	<p>means a recycling facility which shall be provided in the Bring Bank Area at a ratio of approximately one set of bring banks for every 800 (eight hundred) Residential Units</p>
"Bring Bank Area"	<p>means an area of land within the Public Realm Area where the Owner shall provide hardstanding and a power source for the siting of above ground Bring Banks</p>
"Cardboard Skip"	<p>means the provision of one or more cardboard skips (up to a maximum sum of £3,500 (three thousand five hundred) pounds (+VAT) (Index Linked to point of purchase)) to be provided in the Bring Bank Area</p>
"Notice of Bin Contribution Liability"	<p>means a written notice at the time of submission of a Reserved Matters Application containing Residential Units from the Owner to the District Council notifying the District Council of the Owner's liability to pay the Bin Contribution in respect of the Residential Units within the Reserved Matters Area</p>
"Public Realm Area"	<p>means the areas within the Development comprising hardstanding including roads and streets as approved by the District Council which contains a power source so that hydraulic Bring Banks can be installed in the future if required</p>
"Waste Vehicle Contribution"	<p>means the sum of £92,500 (ninety-two thousand five hundred pounds) Index Linked to be paid by the Owner to the District Council to be used towards the acquisition of a waste vehicle serving the Development</p>

1. WASTE AND BIN CONTRIBUTIONS

- 1.1 Unless otherwise agreed between the District Council and the Owner, the Owner shall pay the Waste Vehicle Contribution to the District Council in full on or before three (3) months prior to Occupation of any of the Residential Units.

- 1.2 Unless otherwise agreed between the District Council and the Owner pursuant to paragraph 1.1 of this Schedule, the Owner shall not Occupy or permit Occupation of any of the Residential Units unless and until the Waste Vehicle Contribution has been paid to the District Council in full.
- 1.3 On the submission of each Reserved Matters Application containing Residential Units the Owner shall calculate the Bin Contribution payable in relation to that Reserved Matters Application and shall submit a Notice of Bin Contribution Liability to the District Council.
- 1.4 The Owner covenants to pay the appropriate Bin Contribution for the relevant Reserved Matters Approval to the District Council on or before three (3) months prior to Occupation of the Residential Units in that Reserved Matters Area.
- 1.5 The Owner shall not Occupy or permit Occupation of any of the Residential Units in the relevant Reserved Matters Area unless and until the appropriate Bin Contribution has been paid in full by the Owner.

2. CARDBOARD SKIP

- 2.1 Prior to Occupation of any Residential Unit, the Owner covenants to provide a Cardboard Skip for the Bring Bank Area or in a location otherwise agreed in writing with the District Council to enable the collection of cardboard following the moving in phase of Residential Units.

3. BRING BANK AREA

- 3.1 Prior to Occupation of any Residential Unit, the Owner covenants to provide the Bring Bank Area.
- 3.2 Occupation of any of the Residential Units shall not take place unless and until the Bring Bank Area has been provided by the Owner.

SCHEDULE 11

DISTRICT COUNCIL'S COVENANTS

Schedule 7 MF Assent
Masons LLP

The District Council covenants to comply with its obligations in Schedule 4, Schedule 5, ~~6~~, Schedule 8, Schedule 9 and Schedule 10 and as follows:

1. General

- 1.1 To issue the Planning Permission in substantially the same form as the draft contained in Schedule 1 within 10 (ten) days of completion of this Deed.
- 1.2 As soon as reasonably practicable following receipt of a written request from the Owner or the person who made the payment, to provide written confirmation that the Contribution(s) paid to the District Council have been spent for the purpose specified in this Deed.
- 1.3 Save for in respect of the Hinxtton Village Hall Improvement Contribution covered by paragraph 2 of this Schedule, to repay to the person who paid the relevant Contribution to the District Council any of, or any part thereof, which has not been expended in accordance with the purpose specified in this Deed within 10 (ten) years of the date of its receipt by the District Council together with any Interest which has accrued from the date of payment to the date the refund is made.
- 1.4 Except where expressly stated to the contrary, where under this Deed the Owner is required to submit to the District Council any details, amendments to details, document (or anything of cognate expression), the District Council shall review and respond to the same to the Owner (or party responsible for submitting the same) in writing and shall not unreasonably withhold or delay a response to the same.

2. In relation to Schedule 8 (Community) and the Hinxtton Village Hall Improvement Contribution:

- 2.1 Following receipt of Part A of the Hinxtton Village Hall Improvement Contribution to transfer the same to Hinxtton Parish Council.
- 2.2 Following receipt of Part B of the Hinxtton Village Hall Improvement Contribution:
 - 2.2.1 where the Hinxtton Parish Council Approval has been received by the District Council and evidenced to the Owner to transfer the same to Hinxtton Parish Council; or
 - 2.2.2 where the Hinxtton Parish Council Approval has not been received by the District Council at the date of payment:
 - (a) the District Council shall not release Part B of the Hinxtton Village Hall Improvement Contribution unless and until the Hinxtton Parish Council Approval has been received by the District Council and confirmed by the District Council in writing to the Owner; and
 - (b) (save for where it has already been paid to Hinxtton Parish Council pursuant to paragraph 4.3 of Schedule 8) in the event that Part B of the Hinxtton Village Hall Improvement Contribution is not required pursuant to the provisions of paragraph 4.5 Schedule 8 or because the Hinxtton Parish Council Approval is not received by the District Council before it is agreed that the Larger Permanent Community Facility will be provided pursuant to paragraph 3.2 of Schedule 8, the District Council shall repay Part B of the Hinxtton Village Hall Improvement Contribution to the person who made the payment.
- 2.3 To provide written confirmation to the Owner if a planning permission has been granted for the extension to Hinxtton Village Hall and if a construction contract for the approved extension to Hinxtton Village Hall has been entered into by Hinxtton Parish Council pursuant to paragraph 4.6 of

Schedule 8 and only thereafter to pay Part C of the Hinxton Village Hall Improvement Contribution received by the District Council to Hinxton Parish Council.

- 2.4 In the event that the Community Development Initiatives Fund is paid to the District Council pursuant to paragraph 5.2 of Schedule 8, to deliver the Community Development Initiatives as may be agreed with the Owner through the Community Development and Support Strategy (or any variation thereto);
- 2.5 In the event that the Community Development Resource is paid to the District Council pursuant to paragraph 5.4 of Schedule 8, to deliver the Community Development as may be agreed with the Owner through the Community Development and Support Strategy (or any variation thereto).

SCHEDULE 12

COUNTY COUNCIL'S COVENANTS

The County Council covenants as follows:

1. TRANSPORT

1.1 For the avoidance of doubt defined terms in this paragraph 1 shall have the same meaning as given in Clause 1 and Schedule 3 (as applicable).

1.2 The County Council covenants to comply with all its obligations set out in Schedule 3 and in particular:

1.2.1 To serve the following written notices on the Owner within the specified time period:

- (a) notice pursuant to paragraph 2.4 of Schedule 3 confirming whether an A505/A1301 Roundabout Contribution shall be payable or whether the Owner shall be required to carry out the A505/A1301 Roundabout Works itself;
- (b) notice pursuant to paragraph 2.8 of Schedule 3 confirming whether an A505 Cycle Route Improvements Contribution shall be payable by the Owner or whether the Owner shall be required to deliver the A505 Cycle Route Improvements itself;
- (c) notice pursuant to paragraph 2.22 of Schedule 3 confirming whether an A505/Moorfield Road Junction Contribution shall be payable by the Owner or whether the Owner shall be required to deliver the A505/Moorfield Road Junction Works itself;
- (d) notice pursuant to paragraph 2.26 of Schedule 3 confirming whether an A505/Hunts Road Junction Contribution shall be payable by the Owner or whether the Owner shall be required to deliver the A505/Hunts Road Junction Works itself;

1.2.2 Save for where the County Council has elected that a contribution is payable instead of highway improvements being carried out pursuant to paragraph 1.2.1 of this Schedule, to review the submitted details and to provide within 30 Business Days of submission approval in writing of those details or provide written reasons why the submitted details are not approved (as the case may be) to the party responsible for submitting the item as follows:

- (a) any Site Wide Travel Plan submitted in accordance with paragraph 1.1 of Schedule 3;
- (b) details of the A1301 Improvements and any amendments submitted in accordance with paragraph 2.1 of Schedule 3;
- (c) details of the A505/A1301 Roundabout Works and proposed timetable for those works submitted in accordance with paragraph 2.6 of Schedule 3;
- (d) details of the A505 Improved Cycle Route Improvements and a proposed timetable submitted in accordance with paragraph 2.10 of Schedule 3;
- (e) details of the A505/Moorfield Road Works and a proposed timetable submitted in accordance with paragraph 2.24 of Schedule 3;

- (f) details of the A505/Hunts Road Works and a proposed timetable submitted in accordance with paragraph 2.28 of Schedule 3;
- (g) any Cycle Parking Strategy submitted in accordance with paragraph 3.3 of Schedule 3;
- (h) any Cycle Scheme submitted in accordance with paragraph 3.5 of Schedule 3;
- (i) details of the Public and Private Transport Service Strategy submitted in accordance with paragraph 4.1 of Schedule 3 and any updates submitted in accordance with paragraph 4.3 of Schedule 3;
- (j) any Car Club Scheme submitted in accordance with paragraph 5.1 of Schedule 3 or any updates to the scheme submitted pursuant to paragraph 5.4 of Schedule 3;
- (k) any Car Share Scheme submitted in accordance with paragraph 5.5 of Schedule 3 and any updates to the scheme submitted in accordance with paragraph 5.8 of Schedule 3;
- (l) any Car Park Management Scheme submitted in accordance with paragraph 5.9 of Schedule 3 and any updates to the scheme submitted in accordance with paragraph 5.12 of Schedule 3;

1.2.3 To procure that its representatives on the Transport Review Group:

- (a) review the results and analysis of the ANPR Monitoring Scheme provided by the Owner in accordance with paragraph 1.11 of Schedule 3 and, if approved, authorise in writing the expenditure of the ANPR Monitoring and Mitigation Fund in accordance with paragraph 1.15 of Schedule 3;
- (b) review any measures aimed at achieving the Target submitted by the Owner in accordance with paragraph 1.8 of Schedule 3 and, if approved, authorise in writing the expenditure of the Travel Plan Contingency Fund in accordance with paragraph 1.9 of Schedule 3;
- (c) review the cost and timetable for any feasible connectivity proposals identified pursuant to paragraph 4.7 of Schedule 3 and agree in writing any indicative timetable for such connectivity improvements or contribution towards their delivery in accordance with paragraph 4.8 of Schedule 3;

1.2.4 In relation to the Offsite Cycle Fund:

- (a) to act reasonably when identifying schemes relevant to the Development which the County Council believes should benefit from the Offsite Cycle Fund and prior to submission of the first Reserved Matters Application in Development Area 1 to agree with the Owner in writing how the Offsite Cycle Fund will be spent in accordance with paragraph 3.9 of Schedule 3;
- (b) to not require the cumulative spend under the Offsite Cycle Fund to exceed the sum of one hundred and fifty thousand pounds (£150,000) Index Linked.

1.2.5 To spend the contributions or where relevant to procure that its representatives of the Transport Review Group spend the contributions paid by the Owner in accordance with Schedule 3 towards the specified purpose as follows:

- (a) the Travel Plan Contingency Fund towards the funding of additional measures to assist in meeting the Site-Wide Travel Plan Target in accordance with paragraph 1.9 of Schedule 3;

- (b) the ANPR Monitoring and Mitigation Fund on measures intended to limit such additional traffic flow in accordance with paragraph 1.15 of Schedule 3;
- (c) the A505/A1301 Roundabout Contribution towards mitigation of the impact of the Development on traffic flow at the A505/A1301 Roundabout;
- (d) the A505 Cycle Route Improvements Contribution on the A505 Improved Cycle Route;
- (e) the Junction 10 Slip Works Contribution to be passed to Highways England to be spent on the Junction 10 Slip Works;
- (f) the A11 Southbound Slip Works Contribution to be passed to Highways England to be spent on the A11 Southbound Slip Works;
- (g) the A1307 Phase 2 Contribution towards a new travel hub near the A11/A1307/A505 as part of the Cambridge South East Transport project;
- (h) the A505/Moorfield Road Junction Contribution on the A505/Moorfield Road Junction Works;
- (i) the A505/Hunts Road Junction Contribution on the A505/Hunts Road Junction Works;
- (j) the Offsite Cycle Fund towards the Sawston Cycle Improvements and/or the Sawston Greenway and/or the Great Chesterford Cycle Route as agreed with the Owner in accordance with paragraph 3.8 of Schedule 3;
- (k) the Transport Enhancement Fund on the Transport Enhancement Fund Purpose in accordance with paragraphs 4.6, 4.7 and 4.8 of Schedule 3.

1.2.6 To enter into any necessary agreements pursuant to sections 38 and/or 278 of the Highways Act 1980 for any or all of following approved works without delay:

- (a) A1301 Improvements;
- (b) A505/A1301 Roundabout Works;
- (c) A505 Improved Cycle Route works;
- (d) Junction 10 Slip Works;
- (e) A11 Southbound Slip Works;
- (f) A505/Moorfield Road Works;
- (g) A505/Hunts Road Works;
- (h) Sawston Cycle Improvements;
- (i) Sawston Greenway;
- (j) Great Chesterford Cycle Route;
- (k) Whittlesford Parkway Station Improvements identified in the GCP Whittlesford Parkway Station Masterplan;
- (l) Connectivity improvements identified in the Whittlesford Parkway Station Connectivity Review.

2. EDUCATION

- 2.1 For the avoidance of doubt defined terms in this paragraph 2 shall have the same meaning as given in Clause 1 and Schedule 6 (as applicable).
- 2.2 The County Council covenants to comply with all its obligations set out in Schedule 6 (Education) and in particular:
- 2.2.1 Where the Owner elects to meet nursery demand by expansion of the Existing Campus Nursery, to review details submitted pursuant to paragraph 1.5 of Schedule 6 setting out the specification for the expansion and demonstrating that it is Deliverable and approve in writing within 30 Business Days of submission or provide written reasons as to why the details are not approved (as the case may be).
 - 2.2.2 Where the Owner elects to meet nursery demand by provision of a new Nursery, to review details submitted (being the marketing strategy and the draft Nursery Building Agreement) pursuant to paragraph 1.6 of Schedule 6 and approve in writing within 30 Business Days of submission or provide written reasons as to why the details are not approved (as the case may be) and to approved in writing that the Family Units in the relevant Reserved Matters Approval can be Occupier pursuant to paragraph 1.9 of Schedule 6.
 - 2.2.3 To comply with all the County Council's obligations set out in paragraph 2 of Schedule 6 and where the County Council elects to deliver Phase 1 itself, to use reasonable endeavours to secure planning permission for Phase 1 as soon as reasonably practicable and thereafter secure the opening of Phase 1 to pupils as soon as reasonably practicable.
 - 2.2.4 To review details submitted pursuant to paragraph 3.1 of Schedule 6 and approve within 30 Business Days of submission or provide written reasons as to why the details are not approved (as the case may be).
 - 2.2.5 To provide reasonable evidence that funding of secondary school places for Occupiers of the Family Units is necessary and related to the Development and that the Secondary Education Contributions will be spent on projects in the vicinity of the Site, in accordance with paragraph 3.2 of Schedule 6.
 - 2.2.6 To use reasonable endeavours to agree with the Owner whether as a result of a unit of Sharer Accommodation becoming a Family Unit any further financial contribution will be payable or whether there is additional child yield arising, in accordance with paragraph 4.1 of Schedule 6.
 - 2.2.7 To use reasonable endeavours to agree the location and extent of the School Land as soon as reasonably practicable in accordance with paragraph 5.4.1 of Schedule 6.
 - 2.2.8 To comply with all its obligations in paragraphs 6 and 7 of Schedule 6 and to ensure that its representative(s) on the Project Core Team act reasonably at all times in accordance with the Project Core Team Terms of Reference and having regard to the wider Development.
 - 2.2.9 To spend the contributions paid by the Owner in accordance with Schedule 6 towards the specified purpose as follows:
 - (a) Early Years Contribution to provide nursery capacity for residents of the Development;
 - (b) Phase 1 Contribution towards Phase 1 of the Primary School to provide one Form Entry with two Form Entry core;

- (c) Primary Off-Site Education Contribution towards off-site primary education purposes within the vicinity of the Site in order to provide primary education places for residents of the Development;
- (d) Phase 2 Contribution towards Phase 2 of the Primary School (if required) to provide one Form Entry expansion;
- (e) Secondary Off-Site Education Contribution towards off-site secondary education purposes within the vicinity of the Site in order to provide secondary education places for residents of the Development.

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** in the presence of

Authorised Signatory

In the presence of

Signature of witness.....

Name of witness:.....

Address of witness:.....

.....

The COMMON SEAL of **CAMBRIDGESHIRE COUNTY COUNCIL** was hereunto affixed in the presence of

Authorised Signatory

In the presence of

Signature of witness.....

Name of witness:.....

Address of witness:.....

.....



Common Seal



1247/20

Executed as a Deed (but not delivered until the date of this Deed) by **WELLCOME TRUST LIMITED** acting by

.....
Authorised Signatory

In the presence of:

Signature of witness

Name of witness:..

Address of witness: *PYE CORNER HOUSE, UPTON PYNE*
EXETER EX5 5HY

Executed as a Deed (but not delivered until the date of this Deed) by **GENOME RESEARCH LIMITED** acting by

.....
Authorised Signatory

In the presence of:

Signature of witness..

Name of witness:.....

Address of witness: *5 NORTH END ROAD*
HINXTON CB10 1RE

Executed as a Deed (but not delivered until the date of this Deed) by **HINXTON HALL LIMITED** acting by

.....
Authorised Signatory

In the presence of:

Signature of witness..

Name of witness:.....

Address of witness: *5 NORTH END ROAD*
HINXTON CB10 1RE

ANNEX A

FORCE MAJEURE EVENT NOTICE AND RECORD OF FORCE MAJEURE EVENTS

Force Majeure Event Notice

Force Majeure Event relied on (tick one or more)	Acts of God, flood, drought, earthquake, or other natural disaster	
	Epidemic or pandemic	
	Terrorist attack, civil war, civil commotion or riots, war, threat of preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations	
	Nuclear, chemical or biological contamination	
Detail of the Force Majeure Event (to the extent the Owner is aware at the date of this notice)		
Date on which the Force Majeure Event began		
Effect of the Force Majeure Event on the Owner's ability to comply with a planning obligation or covenant contained in the Section 106 Agreement (including Clause and/or Schedule and paragraph (as applicable))		
Anticipated period of delay to compliance with the relevant planning obligation(s) or covenant(s) arising from the Force Majeure Event		
Owner's proposals for amendment of Section 106 Agreement (if applicable)		

Record of Force Majeure Events

Force Majeure Event	Acts of God, flood, drought, earthquake, or other natural disaster	
	Epidemic or pandemic	
	Terrorist attack, civil war, civil commotion or riots, war, threat of preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations	
	Nuclear, chemical or biological contamination	
Detail of the Force Majeure Event		

<p>Record of Force Majeure Response:</p> <p>(A) Agreed time period relevant planning obligation or covenant is suspended and expiry date of such suspension period; and</p> <p>(B) (if applicable) any agreed amendment to Section 106 Agreement (including Clause and/or Schedule and paragraph (as applicable))</p>	<p>(A)</p> <p>(B)</p>
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