

DATED

2025

- (1) OXFORD CITY COUNCIL
- (2) OXFORDSHIRE COUNTY COUNCIL
- (3) [THE OWNER]
- (4) [THE DEVELOPER]

DEED

Made pursuant to Section 106 of the Town and Country Planning Act 1990 as amended

Land at [], Oxford, OX

(Planning application reference: [])

Oxford City Council

Town Hall

St Aldate's

Oxford

OX1 1BX

City Council Ref:

completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development (“this **Deed**”).

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. INTERPRETATION

1.1. In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

WORDS AND EXPRESSIONS MEANINGS

“Act”	means the Town and Country Planning Act 1990 (as amended)
“Affordable Dwellings”	means the [] Dwellings to be provided on the Land as Affordable Housing
“Affordable Housing”	means for the purposes of this Deed dwellings at a rent or price that can be afforded by people who are in housing need and who would otherwise be accommodated by the City Council and shall include Social Rented Housing and Shared Ownership Housing as defined in this Deed
“Agencies”	includes Jobcentre Plus offices, local providers such as Aspire Oxfordshire, SOFEA, DWP, local newspapers, community bulletins and notice boards, printed flyers and posters, local organisations, career and job fairs, recruitment marketing campaigns, company websites, online job boards and websites, industry-specific job boards, university and college career services, recruitment videos, targeted online advertisements and social media
“Apprenticeships”	means work-based training programmes for Apprentices for no less than 1 year to be offered by the Owner (either directly or via the build contract supply chain) in respect of the Construction Phase and End User Phase aimed at different levels, combining working and studying in a specific job which leads to nationally

recognized qualifications for the Apprentice

“Apprentice(s)”

means a person(s) engaged pursuant to an Apprenticeship who must:

- Be aged 16 or over;
- Be a new or current employee;
- Be paid at a rate no less than the Oxford Living Wage;
- Work with experienced staff, learn job-specific skills and is supported through paid day release to undertake relevant training;
- have an apprenticeship agreement with the employer setting out: (i) the skill, trade or occupation the apprentice is being trained for; (ii) the name of the apprenticeship they are working towards; (iii) the start and end dates for the apprenticeship; (iv) and the amount of training provided.

“Assessment Report”

means a written report to be prepared by the Qualified Assessor and provided to the City Council following each Monitoring Assessment and which shall include (but not be limited to) a summary of the habitat type, extent and condition of the Land with a comparison against the expected condition proposed in the Biodiversity Gain Plan and the HMMP and for the avoidance of doubt the written reports shall include photographs

“Biodiversity Commencement Date”

means the date when the new buildings in the Development have been Practically Completed and the landscaping completed in accordance with the Planning Permission

“Biodiversity Net Gain”

means at least a 10% biodiversity net gain attributable to the Development compared to the biodiversity of the Land at the date of the Planning Application as set out in the Biodiversity Gain Plan

“Biodiversity Enhancement Works”

means those works identified in the Biodiversity Gain Plan and the HMMP to be carried out on the Land which [together with the purchase of Off-Site Units or Statutory Credits] will deliver Biodiversity Net Gain and for the avoidance of doubt this includes

any additional and/or remedial works that may be required to be carried out on the Land during the Monitoring Period and following the results of the Monitoring Assessments

“Biodiversity Gain Monitoring Fee”

means the sum of [] (£) subject to clause 7 payable by the Owner to the City Council in accordance with paragraph [] of Schedule [] being a contribution towards the costs of the City Council in connection with monitoring compliance with the Biodiversity Gain Plan and the HMMP

“Biodiversity Gain Plan”

means the plan submitted to and approved by the City Council to satisfy the Development’s biodiversity net gain requirements pursuant to Schedule 7A of the Act

“CEPP(s)”

means the Community Employment and Procurement Plan (Construction) or the Community Employment and Procurement Plan (End User)

“CEPP Coordinator”

means a single point of contact between the City Council and the Owner to manage and monitor the implementation of the approved CEPPs and to provide regular updates to the City Council in accordance with Schedule 2

“CEPP Monitoring Fee”

means the sum of £3,120.00 (THREE THOUSAND ONE HUNDRED AND TWENTY POUNDS) for each CEPP payable to the City Council being a contribution towards the costs of the City Council in connection with monitoring the CEPP Obligations

“CEPP Monitoring Report”

means a detailed report prepared by the CEPP Coordinator for each CEPP specifying the actions and measures that the Owner has carried out to fulfil the obligations in Schedule 2 including an evaluation of the success of the actions and measures and identifying any changes in approach that should be adopted to better meet the objectives ensuring that employment and business opportunities are available to those living and working locally

“CEPP Obligations”	means the Community Employment and Procurement Plan (Construction) obligations and the Community Employment and Procurement Plan (End User) obligations both set out in Schedule 3
“Chargee”	means for the purposes of clause 2.9 only any person authorised by or registered with the Financial Conduct Authority
“City Management Fee”	means the sum of £ () payable to the City Council being a contribution towards the costs of the City Council in connection with the administration and management of this Deed
“Commencement”	means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of temporary means of enclosure, the temporary display of site notices or advertisements and “Commencement Date” and “Commence the Development” and “Commencement of the Development” shall be construed accordingly;
“Community Employment and Procurement Plan (Construction)”	means a strategy to be produced by the Owner in relation to the Construction Phase developed in consultation and agreed with the City Council (which may be varied from time to time with the agreement in writing of the City Council) setting out the approach to be taken by the Owner and the main contractor to address the economic needs of Local Residents and the impact and potential benefits to local business including targets for employment, training and skills. Furthermore the CEPP must include the following:

- engagement with local schools and education providers, and other organisations including charities, social and community enterprises in order to support that approach;
- provision of accredited Apprenticeships and training opportunities which must follow an accredited framework, to provide Apprentices and trainees with the right level of skills to enter and sustain employment within the construction sector.
- a timetable of works for construction and completion of the Development;
- details of work and labour forecast by job group and occupation;
- opportunities for planned recruitment including Apprenticeships;
- a schedule with baseline employment figures which are expected to be created in the Construction Phase (excluding demolition and piling) and from that a schedule of the expected job vacancies (types and number);
- identify the type and number of job vacancies that will be promoted for new start apprenticeships;
- a schedule of construction contracts and suppliers required during the Construction Phase including job vacancies for contracted and sub-contracted supplies and services. The schedule will show an estimate of contract types for contracted and sub-contracted supplies and services and include a method statement setting out how Local Businesses and Suppliers will be notified and supported with tender opportunities;
- details of monitoring and reporting on progress of the employment, training and enterprise

“Community Employment and Procurement Plan (End User)” means a strategy document to be produced by the Owner in relation to the End User Phase developed in consultation and agreed with the City Council (which may be varied from time to time with the agreement in writing of the City Council) setting out the approach to be taken by the Commissioners and the main contractor for the Development to

address the local economic needs of Local Residents and the impact and potential benefits to local business, including to raise awareness of the operation of the Development within local communities, provide Oxfordshire residents with sustainable jobs, and equip people with the skills to be successful with a particular focus on youth and disadvantaged groups and partnership support, including targets for employment, training, skills and procurement. The CEPP shall accord with the City Council's relevant policy and associated guidance. Furthermore the CEPP must include an estimate of the baseline employment figures which are expected to be created in the Development including a schedule of the expected job vacancies containing type and number and identifying the type and number of these vacancies that will be promoted for Work Placements

“Construction Phase”

means the period during which the Development is under construction which is taken to be from the Commencement of the Development to the Practical Completion of the Development

“County Monitoring Fee”

means the sum of [] (£) payable to the County Council being a contribution towards the costs of the County Council in connection with the administration and monitoring of this Deed

“Development”

means the development of the Land described in Schedule 1 as approved by the Planning Permission and (where clause 4.2 applies) a Section 73 Permission

“Dwellings”

means any of the dwellings (including Affordable Dwellings) to be constructed on the Land as part of the Development

“End User(s)”

means the Owner and or any third parties who use and/or Occupy and or operate out of the Development during the End User Phase

“End User Phase”

means the period during which the Development is operational for the purposes permitted by the Planning Permission

“Head of Planning”

means the City Council's Director of Planning and Regulation and

shall be deemed to mean the officer for the City Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of that appointment

“HMMP”

means the document titled ‘Habitat Management and Monitoring Plan’ which will describe the initial creation enhancement and ongoing habitat management of the Land required to deliver Biodiversity Net Gain as required by condition [] of the Planning Permission and approved by the City Council

“Homes England”

means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the City Council’s administrative area by any Registered Provider or if such body ceases to exist or is superseded the equivalent body

“Index”

means, for the purposes of payments to the City Council, the Consumer Prices Index including owner occupiers’ housing costs (CPIH)

“Land”

means land at [] Oxford which is registered under title numbers [] and [] against which this Deed may be enforced which for identification purposes only is shown edged red on Plan 1

“Local Businesses and Suppliers”

means companies, organisations, partnerships, sole traders or individuals based and/or operating within Oxfordshire

“Local Resident(s)”

means a resident(s) with a primary place of residence that has an Oxfordshire postcode

“Market Housing Units”

means the [] Dwellings which are to be provided on the Land which are not Affordable Housing

“Monitoring Assessments”

means assessments (the frequency of which shall be set out in the HMMP) which comprise of UK habitat survey and condition assessments in order to provide an assessment against the HMMP and target biodiversity unit delivery to ensure progress towards expected unit delivery

“Monitoring Period”

means a period of 30 years from the Biodiversity Commencement

Date during which period of time the Land shall be assessed as set out in the HMMP

“National Space Standards” means the nationally prescribed space standards as set out in the document entitled "Technical housing standards – nationally described space standard" dated March 2015 issued by the Department for Communities and Local Government (as amended from time to time) or such other replacement national space standard

“Occupation” means the occupation of the Land or any part thereof pursuant to the Planning Permission but does not include 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” and “Occupier” shall be construed accordingly

“Off-Site Units” means biodiversity off-setting units allocated to the Development from sites registered in the biodiversity gain site register pursuant to section 100 Environment Act 2021 and where the habitat enhancement on that site is secured under a conservation covenant or planning obligation

“Oxford Living Wage” means an hourly minimum wage published on the City Council’s website designed to provide liveable earnings in Oxford recognising the City’s high cost of living

“Plan 1” means the plan attached to this Deed at Appendix 1 with drawing number [] showing the Land

“Planning Application” means the application for planning permission submitted to the City Council for the Development as described in Schedule 1 under the City Council's reference number []

“Planning Permission” means the planning permission which may be granted pursuant to the Planning Application as may from time to time be amended by the approval of a non-material amendment pursuant to section 96A of the Act and (where clause 4.2 applies) a Section 73 Permission

“Practical Completion”	means in relation to any works of construction forming part of the Development or any works required under this Deed completed in all material respects (but not including fitting out or maintenance) such that a certificate of practical completion in relation to building or other works can be issued under industry standard construction contracts for such works (or could be but for any fitting out or maintenance works) and "Practically Complete" and "Practically Completed" shall be construed accordingly
“Public Realm”	means the public open space, multi-use games area and children’s play area as shown on Plan []
“Public Realm Certificate”	means a certificate issued by the City Council when it is satisfied that the Public Realm has been satisfactorily provided in accordance with the Public Realm Scheme and is available for public use
“Public Realm Scheme”	means a scheme to be approved in writing by the City Council for the provision, laying out, use, and long term maintenance and management of the Public Realm (including all soft and hard landscaping, play equipment and other facilities to be provided thereon) as more particularly described in paragraph [] of Schedule []
“Qualified Assessor”	means a competent person appointed by the Owner who has the knowledge and skills to assess biodiversity gain and to complete and review biodiversity metric calculation which align with the British Standard ‘process for designing and implementing biodiversity net gain (BS 8684:202)’ but whose identity can if necessary change throughout the Monitoring Period
“Reasonable Endeavours”	means that it is agreed by the City Council and the Owner that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional

or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation, the fact of previous attempts made to achieve the desired outcome and the cost of further attempts) may be reasonable to expect: in the case of the Owner, of a competent and commercially prudent landowner in the context of the Development (the Owner not being required to take any steps which in the relevant circumstances are not so reasonable to expect it being acknowledged that it is not reasonable to expect the Owner to take a step which would require a change or variation to the Planning Permission or to any matter approved under the Planning Permission); and in the case of the City Council, of a competent local planning authority acting reasonably in the context of its statutory functions;

“Registered Provider”

means an organisation registered in accordance with the Housing and Regeneration Act 2008 whose objectives include the provision of Affordable Housing (or such other body eligible by agreement with Homes England to receive grant as may be agreed with the City Council or if such bodies cease to exist or are superseded the equivalent body whose objectives include the provision of Affordable Housing)

“Section 73 Permission”

means a permission which may be granted pursuant to an application under section 73 and/or section 73B of the Act permitting the Development subject to conditions which differ from the conditions of the Planning Permission and for the avoidance of doubt including a planning permission granted by way of an approval of an application under section 73 and/or section 73B of the Act to vary or remove condition(s) on any Section 73 Permission issued after the Planning Permission and in all cases including any non-material amendments pursuant to section 96A of the Act;

“Shared Ownership Housing” means for the purposes of this Deed Affordable Housing which is partly sold and partly rented to individual Occupiers with a Registered Provider as landlord where:

- (a) the initial percentage of equity sold is between 10% and 75% which shall be calculated with the intention that the Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices; and
- (b) rent on unsold equity is initially set at no more than 2.5%; and
- (c) the total cost of occupation is no more than 45% of net household income.

“Shared Ownership Units” means [] Affordable Dwellings to be made available as Shared Ownership Housing on the Land as part of the Development and whose location on the Land are shown on Plan []

“Social Rented Housing” means for the purposes of this Deed Affordable Dwellings to be owned and managed by a Registered Provider and that are let at a level of rent generally set much lower than those charged on the open market and made available to those recognised by the City Council as being in housing need and offering long term security of tenure (through secure or assured tenancies); the rent shall be calculated by using a weekly rent figure as defined by the Social Housing Regulator document "Rent Standard Guidance" (March 2024) and subsequent amendments pending any revised formula adopted or supported by the City Council

“Social Rented Units” means [] Affordable Dwellings to be made available as Social Rented Housing on the Land as part of the Development and whose location on the Land are shown on Plan []

“Statutory Credits” means biodiversity credits purchased pursuant to Schedule 7A of the 1990 Act and section 101 of the Environment Act 2021

“Working Days” means Monday to Friday excluding Public and Bank Holidays

“Work Placements” means a form of employment in which students work full-time in an industry relevant to their field of study and which usually last for a period of one year. Each student shall be:

- a Local Resident with preference shown to young persons between 18-25 years and or persons over 50 years;
- recruited in liaison with the City Council;
- employed for a period of not less than 52 weeks;
- supported through paid day release to undertake relevant training; and
- provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.

- 1.2. Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3. Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.4. References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument modifying extending consolidating or replacing them respectively from time to time and for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under the Act or deriving validity from it
- 1.5. Covenants made hereunder if made by more than one person are made jointly and severally
- 1.6. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction
- 1.7. Headings contained in this Deed are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate
- 1.8. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the City Council and the County Council to the successors to their respective statutory functions
- 1.9. Where in this Deed reference is made to any clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph

schedule or recital in this Deed

2. LEGAL EFFECT

- 2.1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers so enabling
- 2.2. The covenants restrictions and requirements imposed upon the Owner create planning obligations pursuant to Section 106 of the Act and are enforceable by the City Council and the County Council as local planning authorities against the Owner and their successors in title and which bind each and every part of the Land subject always to the provisions of Clause 2.9
- 2.3. Except for Clauses 2, 3.2, 3.4, 4, 5, 8, 12 and 13 which come into effect on the date of this Deed the terms of this Deed will come into effect upon Commencement of the Development save that any covenants expressly requiring compliance prior to Commencement of the Development shall come into effect upon the grant of the Planning Permission
- 2.4. Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the City Council or the County Council in the exercise of their functions as local planning authorities and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised as if the City Council or the County Council were not a party to this Deed
- 2.5. Insofar as any provision in this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 2.6. No waiver (whether express or implied) by the City Council or the County Council of any breach or default in performing or observing any of the obligations, covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the City Council or the County Council from enforcing any of the said obligations, covenants, terms or conditions or from acting upon any subsequent breach or default
- 2.7. Nothing in this Deed shall be construed as a grant of planning permission

2.8. Subject to clause 2.9 the covenants herein shall be enforceable without any limit of time against the Owner together with their respective successors in title and assigns or any person claiming title through or under the Owner to the Land (or any part thereof) as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person **PROVIDED THAT** no person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after they have parted with the whole of their interest in the Land **save** and without prejudice to the rights of the City Council or the County Council in relation to any subsisting antecedent breach of those covenants restrictions or obligations prior to the parting of such interest

2.9. This Deed shall not be enforceable against (save as set out in this Clause 2.9):

- (a) any public utility company or statutory undertaker having an interest in the Land for the sole purpose of providing utility services to the Land
- (b) any Chargee with a legal interest in the Land solely by way of a registered or registrable legal charge or mortgage (including any successor in title or any person deriving title from the Chargee) unless and until that party
 - (i) takes possession of the Land or any part; and/or
 - (ii) carries out or continues to carry out the Development; and/or
 - (iii) exercises its power of sale

in which case it and any person deriving title from any such person shall be bound by the obligations of this Deed to the extent of its interest in the Land but not further or otherwise

2.10. In accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 it is hereby declared that none of the terms of this Deed shall in the absence of any express provision to the contrary be construed as being enforceable by any third party

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

3. COVENANTS

3.1. The Owner hereby covenants with the City Council to observe and perform and cause to be observed and performed the obligations covenants and restrictions contained in the

body of this Deed and in Schedule 2 and Schedule 3 of this Deed

- 3.2. The Owner covenants with the City Council to pay on the execution hereof the City Council's reasonable legal costs incurred in the negotiation preparation and execution of this Deed, the City Management Fee and the CEPP Monitoring Fee in respect of the Construction Phase.
- 3.3. The Owner hereby covenants with the County Council to observe and perform and cause to be observed and performed the obligations covenants and restrictions on the part of the Owner contained in the body of this Deed and in Schedule [] of this Deed
- 3.4. The Owner covenants with the County Council to pay on the date of this Deed the County Council's reasonable and proper legal costs incurred in the negotiation preparation and execution of this Deed and the County Monitoring Fee.
- 3.5. The City Council hereby covenants with the Owner to observe and perform and cause to be observed and performed the obligations contained in [].

4. FURTHER TERMS

- 4.1 The covenants in this Deed shall be treated and registered by the City Council as local land charges for the purposes of the Local Land Charges Act 1975 as amended
- 4.2 In the event that a Section 73 Permission is granted at any time in the future references in this Deed to the Planning Application, the Planning Permission and the Development shall be deemed to include any such planning application made pursuant to section 73 of the Act, any Section 73 Permission and the development granted thereunder and FOR THE AVOIDANCE OF DOUBT this shall mean that the obligations and covenants in this Deed shall apply to any Section 73 Permission as if they were specifically referred to in this Deed and this Deed shall take effect and be read and construed accordingly without the need for a further deed to be entered into pursuant to Section 106 and/or Section 106A of the Act but for the avoidance of doubt where a different section 106 obligation is agreed by the City Council and County Council as being binding on any development further to a Section 73 Permission or varied Planning Permission this Deed shall not apply to that development if that separate section 106 obligation expressly states that it is in substitution for all of the obligations in this Deed
- 4.3 The parties to this Deed acknowledge and agree that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been

paid) may be passed to:

- (a) persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Land and it is acknowledged that the recipients of such information may then disseminate it further
- (b) any person when so required in order to comply with statutory requirements including but not limited to the Freedom of Information Act 2000

5. NOTICE PROVISIONS

5.1 The Owner covenants as follows:

- (a) Not to Commence the Development unless and until not less than five (5) Working Days prior written notice of the intention to Commence the Development has been given by the Owner to the Head of Planning and separately to the County Council
- (b) To notify the Head of Planning and separately the County Council in writing no later than ten (10) Working Days after Commencement of the Development
- (c) To notify the Head of Planning and separately the County Council in writing no later than within ten (10) Working Days prior to the anticipated date of the first Occupation of the Development and not to Occupy or cause or permit Occupation until the appropriate notice has been given pursuant to this clause (c) and the time therein has expired
- (d) To notify the Head of Planning and separately the County Council in writing no later than ten (10) Working Days after the date of first Occupation of the Development
- (e) To provide the Head of Planning and separately the County Council with written notice of any change in ownership of any of the interests in the Land and such notice shall give details of the disponee's full name and registered office (if a company or usual address if not) and be given within 14 days of the Owner having become aware of the change

5.2 Any notice agreement or approval required under this Deed shall be in writing and delivered either personally or by signed for delivery post and shall be addressed to:-

- (a) in the case of the City Council to the Head of Planning (Ref) to the address at party recital (1)

(b) in the case of the County Council to the address at party recital (2)

(c) in the case of the Owner to the address at party recital (3)

6. INTEREST ON LATE PAYMENTS

6.1 Where any sum which the Owner is obliged to pay to the City Council pursuant to the obligations set out in this Deed is not paid in full on or before the date on which it is due interest shall be due on the sum outstanding and payable to the payee at the interest rate of four percent (4%) per annum above the Bank of England base rate (as amended from time to time) compounded monthly for the period from the date that the sum (or part thereof) is due to be paid until the date of actual receipt of the full amount by the City Council

6.2 If any payment to be made to the County Council further to this Deed is not paid on or before the due date for payment to pay interest on the sum outstanding from the due date for payment to the date of payment and for the purposes of this clause "interest" shall mean interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc

7. INDEXATION

All sums payable hereunder to the City Council shall be paid subject to indexation which in the case of the City Council shall mean that should the value of the Index as at the date of payment ("the Payment Date Value") exceed the value of the Index as at the date of this Deed ("the Base Date Value") the sum to be paid shall be the sum specified hereunder multiplied by the Payment Date Value and divided by the Base Date Value

8. CAPACITY TO ENTER INTO THIS DEED

The Owner hereby warrants that it has full power to enter into this Deed and that no other person has any interest in the Land other than contained or referred to in the registers of title numbers [] and []

9. CONSENTS

Where the agreement approval consent or satisfaction of the City Council (including by the Head of Planning) or the County Council is required under the terms of this Deed that agreement, approval, consent or satisfaction shall be in writing and shall not be unreasonably withheld or delayed

10. VAT

- (a) All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (b) If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

11. REVOCATION

This Deed shall cease to have effect (insofar as it has not already been complied with and save for any obligations which are already outstanding) if the Planning Permission and every Section 73 Permission shall be quashed (and refused upon determination) or revoked without the consent of the Owner or if the Planning Permission and every Section 73 Permission shall expire prior to implementation (as defined in Section 56 of the Act)

12. REGISTERED PROVIDER MORTGAGEE EXEMPTION CLAUSE

12.1 None of the provisions contained at paragraphs 1.3 and 1.4 of Schedule 2 shall be binding on a 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 of any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- (a) such mortgagee or chargee or Receiver shall first give written notice to the City Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the City Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principle monies, interest, costs and expenses; and

(b) if such disposal has not been completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the provisions contained at paragraphs 1.3 and 1.4 of this Schedule which provisions shall determine absolutely in relation to those Affordable Housing Dwellings only

13. DELIVERY

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

SCHEDULE 1

DESCRIPTION OF THE DEVELOPMENT

On the Land: []

SCHEDULE 2

AFFORDABLE HOUSING

The Owner hereby covenants with the City Council so as to bind the Land as follows:

- 1.1 Not to Commence the Development until contractual arrangements for the transfer or lease (in the case of maisonettes or flats) of not less than 990 years of the Affordable Dwellings to a Registered Provider have been entered into and until a certified true copy of the completed contract has been provided to the City Council.
- 1.2 In the event that the Registered Provider is not the City Council the Owner shall not Commence the Development prior to that Registered Provider having entered into a framework agreement applicable to the Affordable Dwellings to be provided hereunder with the City Council for partnership working in relation to the operation of a shared register of people in need of Affordable Housing in the administrative area of the City Council and the allocation of the Social Rented Housing.
- 1.3 To provide [] []-bedroom dwellings and [] []-bedroom Dwellings in the Development as Social Rented Units and to provide [] []-bedroom Dwellings in the Development as Shared Ownership Units and for the avoidance of doubt not less than 50% of the Dwellings shall be Affordable Housing of which not less than 80% shall be Social Rented Housing.
- 1.4 Subject to clause 12 of this Deed not to Occupy nor permit the Occupation of the Social Rented Units other than as Social Rented Housing or the Shared Ownership Units other than as Shared Ownership Housing by a tenant or tenants of a Registered Provider or of the City Council SAVE THAT the covenants and obligations affecting the Affordable Dwellings in this Schedule shall not apply to:-
 - 1.4.1 an Affordable Dwelling after it has been sold pursuant to a statutory right to acquire or to a statutory right to buy or any similar or substitute right applicable; or
 - 1.4.2 an Affordable Dwelling that has been sold by an individual owner of a Shared Ownership Unit where staircasing to 100% of the equity in that Affordable Dwelling has taken place.
- 1.5 Not to Occupy nor permit or suffer the Occupation of [] of the Market Housing Units until [] of the Social Rented Units are Practically Complete and are finished ready for immediate residential Occupation and until the freehold interest in the case of houses and until the leasehold interest (for a term of not less than 990) in the case of flats or maisonettes have been transferred to a Registered Provider or the City Council.

- 1.6 To ensure that all the Affordable Dwellings:-
- 1.6.1 are constructed to achieve the National Space Standards current at the grant of the Planning Permission; and
 - 1.6.2 achieve Secure by Design accreditation
- 1.7 That the affordable housing estate service charge ("the Service Charge") payable by any tenant of a Registered Provider in respect of any of the Affordable Dwellings shall be set at a level that is reasonable for the level of services that are provided and shall not exceed the actual cost of the services reasonably provided
- 1.8 Not to increase the Service Charge more than once a year
- 1.9 To provide and ensure that []% of the Dwellings are in compliance with Building Regulation requirement M4(3) 'wheelchair user dwellings'
- 1.10 To provide and ensure that []% of Dwellings are wheelchair accessible and adaptable units in compliance with Building Regulation requirement M4(2) 'accessible and adaptable dwellings'.
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SCHEDULE 3

CEPP OBLIGATIONS

Part 1 – Construction Phase

The Owner hereby covenants with the City Council so as to bind the Land as follows:

1. General

- 1.1 Unless a different time is agreed in writing with the City Council, to meet (together with the main contractor for the Development) with representatives of the City Council no later than three (3) months prior to the Commencement of the Development to discuss the Community Employment and Procurement Plan (Construction).
- 1.2 No later than two (2) months prior to the Commencement of the Development to submit the Community Employment and Procurement Plan (Construction) to the City Council for its written approval.
- 1.3 Not to Commence the Development or suffer or allow the Commencement of the Development until paragraph 1.1 above has been complied with and a Community Employment and Procurement Plan (Construction) has been submitted for approval and been approved by the City Council in writing and (if such approval is reasonably declined) to resubmit the Community Employment and Procurement Plan (Construction) until such time as the City Council is able to approve the same.
- 1.4 Not to Commence or suffer or allow the Commencement of the Development until a CEPP Coordinator for the Construction Phase has been appointed and details of the appointment submitted to the City Council.
- 1.5 To implement and comply with the approved Community Employment and Procurement Plan (Construction) throughout the Construction Phase.
- 1.6 To issue a written statement (generally in the form set out at Appendix [] to this Deed) to prospective contractors and sub-contractors at the stage or stages at which work which is part of the Construction Phase is tendered when first identified which sets out the obligations in this Part of this Schedule and its commitment to ensuring that the obligations contained in this part of this Schedule are complied with.
- 1.7 So far as necessary to achieve the obligations set out in this Part of this Schedule and in

accordance with any relevant provisions of the approved Community Employment and Procurement Plan (Construction) to ensure that any contracts or sub-contracts relating to the Construction Phase contain appropriate provisions to require compliance with the obligations under this Part of this Schedule.

1.8 For the avoidance of doubt it is agreed that the Owner shall not be required to observe or perform the obligations in this Schedule if and to the extent that such observance or performance contravenes any statutory or regulatory requirement or is inconsistent or in conflict with the approved Community Employment and Procurement Plan (Construction).

2. Local Employment

2.1 Prior to Commencement to advertise all job vacancies for the Construction Phase through appropriate Agencies (in accordance with any advice provided by the City Council) for a period of at least four weeks or as provided for in the CEPP as and when they become available and not to Commence or suffer or allow the Commencement of the Development until this advertisement has been carried out.

2.2 Unless otherwise agreed in writing with the City Council, prior to Commencement to advertise a minimum of 20 per cent of job vacancies for the Construction Phase exclusively to Local Residents through appropriate Agencies (in accordance with any advice provided by the City Council) for a period of no less than two weeks and not to Commence or suffer or allow the Commencement of the Development until this advertisement has been carried out.

2.3 To use Reasonable Endeavours to ensure that 20 per cent of job vacancies in the Development are filled by Local Residents during the Construction Phase.

2.4 To provide the City Council with monitoring returns in respect of the employment of Local Residents on a quarterly basis during the first year of the Construction Phase and then annually until Practical Completion of the Development.

3. Local Apprenticeships

3.1 To use Reasonable Endeavours to create new trade Apprenticeships during the Construction Phase in accordance with the details in the approved Community Employment and Procurement Plan (Construction) and to deliver five per cent of all construction employment as Apprenticeships.

3.2 If an Apprentice employed during the Construction Phase resigns from (or fails to complete) the Apprenticeship programme required under this Deed the Owner shall re-provide an opportunity for replacement Apprenticeship within one (1) calendar month of the Apprentice resigning/failing to complete unless otherwise agreed in the CEPP.

4. Local Goods and Services

4.1 To ensure that the total value of contracts procured from Local Businesses and Suppliers throughout the Construction Phase of the Development (which shall include main contractor, sub-contractors and professional team) shall be no less than 20 per cent of the total value of the goods and services procured throughout the Construction Phase but subject to any reasonable requirements of the Owner to secure materials and services from elsewhere in order to meet relevant requirements of the Planning Permission or this Deed.

4.2 To report the value of all orders placed during and arising from the Construction Phase with Local Businesses and Suppliers to the City Council on the completion of the tendering stage subject to compliance with data protection principles and the Data Protection Act 2018 and PROVIDED THAT the information referred to in this paragraph shall be requested in accordance with data protection requirements and in such a way that the person or business is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the person or business the ability to agree or refuse to agree to the information being disclosed.

5. Monitoring

5.1 To submit a CEPP Monitoring Report to the City Council quarterly following Commencement and then annually from one year following Commencement until Practical Completion of the Development.

5.2 To monitor and record or procure the monitoring and recording of the following and submit the said records to the City Council on a quarterly basis during the Construction Phase with the first such return being three months from Commencement and within fourteen days of receiving any such written request from the City Council:

5.2.1 the number of all persons and businesses recruited during the Construction Phase of the Development and identify the number and percentage of those who are Local Residents and those which are Local Businesses and Suppliers; and

5.2.2 the names of any third parties that have secured contracts for the carrying out of the

construction of the Development and if they are Local Businesses and Suppliers and whether they are paying the Oxford Living Wage including the number of employees being paid these rates,

subject to compliance with data protection principles and the Data Protection Act 2018 and PROVIDED THAT the information required to be made available as referred to in this paragraph shall be requested in accordance with data protection requirements and in such a way that the person or business is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the person or business the ability to agree or refuse to agree to the information being disclosed.

Part 2 – End User Phase

The Owner hereby covenants with the City Council so as to bind the Land as follows:

1. General

1.1 Unless a different time is agreed with the City Council in writing, no later than two months prior to Practical Completion of the Development to:

1.1.1 appoint a CEPP Co-ordinator for the End User Phase of the Development and notify the same to the City Council (although the person in post may change during that period); and

1.1.2 submit a Community Employment and Procurement Plan (End User) to the City Council for its written approval.

1.1.3 pay the CEPP Monitoring Fee in respect of the End User Phase to the City Council.

1.2 Unless otherwise first agreed with the City Council in writing not to Occupy the Development on the Land or suffer or allow the Occupation of the Development on the Land until:

1.2.1 a Community Employment and Procurement Plan (End User) has been submitted for approval and been approved by the City Council in writing and (if such approval is reasonably declined) to resubmit the Community Employment and Procurement Plan (End User) until such time as the City Council is able to approve the same.

1.2.2 the CEPP Monitoring Fee in respect of the End User Phase has been paid to the City Council.

- 1.3 To implement and comply with the approved Community Employment and Procurement Plan (End User) throughout the End User Phase of the Development.
- 1.4 So far as necessary to achieve the obligations set out in this Part of this Schedule and in accordance with any relevant provisions of the approved Community Employment and Procurement Plan (End User) to ensure that any leases tenancies licences and/ or any occupation or other agreements with End Users contain appropriate provisions to require compliance with the obligations in this Part of this Schedule.
- 1.5 It is agreed that the Owner shall not be required to observe or perform any obligations in this part of this Schedule if and to the extent that such observance or performance contravenes any statutory or regulatory requirement or is inconsistent or in conflict with the approved Community Employment and Procurement Plan (End User).
- 1.6 To issue a written statement (generally in the form set out at Appendix [] to this Deed) to prospective End Users when first identified which sets out the obligations in this Part of this Schedule and their commitment to ensuring that the obligations contained in this Part of this Schedule are complied with.

2. Local Employment – End User Phase

- 2.1 To ensure that (unless otherwise agreed in writing by the City Council) 20 per cent of the job vacancies for the End User Phase are advertised exclusively to Local Residents through appropriate Agencies (in accordance with any advice provided by the City Council).
- 2.2 To use Reasonable Endeavours to ensure that (unless otherwise agreed in writing by the City Council) 20 per cent of job vacancies are filled by Local Residents for the End User Phase.
- 2.3 To provide the City Council with monitoring returns in respect of the employment of Local Residents in the Development on a quarterly basis during the first year of the End User Phase and then annually.

3. Work Placements – End User Phase

- 3.1 To use Reasonable Endeavours to create new Apprenticeships and Work Placements during the End User Phase of the Development in accordance with the details set out in the

Community Employment and Procurement Plan (End User).

3.2 If an Apprentice and/or person engaged in a Work Placement employed as part of the End User phase resigns from (or fails to complete) the programme/placement required under this Deed the Owner shall re-provide an opportunity for replacement within one (1) calendar month of the Apprentice and/or person engaged in a Work Placement resigning/failing to complete unless otherwise agreed in the CEPP.

4. Local Goods and Services – End User Phase

4.1 To use Reasonable Endeavours to ensure that the total value of contracts procured from Local Businesses and Suppliers throughout the End User Phase of the Development shall be no less than 20 per cent of the total value of the goods and services procured throughout the End User Phase but subject to any reasonable requirements of the Owner to secure materials and services from elsewhere in order to meet relevant requirements of the Planning Permission or this Deed.

4.2 To provide opportunities for Local Businesses and Suppliers to bid/tender for the provision of facilities management services and other goods and services in connection with the End User Phase.

5. Monitoring – End User Phase

5.1 To submit a CEPP Monitoring Report to the City Council quarterly in the first year from first Occupation of the Development and annually thereafter for a total period of 5 years.

5.2 To monitor and record or procure the monitoring and recording of the number of all persons and businesses recruited during the End User Phase of the Development and identify the number and percentage of those who are Local Residents and those which are Local Businesses and Suppliers and submit the said records to the City Council on a quarterly basis during the End User Phase

subject to compliance with data protection principles and the Data Protection Act 2018 and PROVIDED THAT the information required to be made available as referred to in this paragraph shall be requested in accordance with data protection requirements and in such a way that the person or business is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the person or business the ability to agree or refuse to agree to the information being disclosed.

SCHEDULE 4

CITY COUNCIL CONTRIBUTIONS

The Owner hereby covenants with the City Council so as to bind the Land as follows:

- 1.1 To pay the [] Contribution to the City Council no later than Commencement of the Development.
- 1.2 Not to cause or permit the Development to be Commenced until the [] Contribution has been paid to the City Council.

2. City Council Covenants

The City Council covenants with the Owner:

- 2.1 To expend all monies received pursuant to this Schedule (and interest thereon) solely for the purpose for which the monies have been paid as set out in this Deed.
- 2.2 Upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the City Council pursuant to this Schedule.
- 2.3 If at the end of the period of ten years from the date of receipt any sum of money received by the City Council pursuant to this Schedule it has not been expended (or committed to be expended) for the purpose for which it was paid to reimburse the unexpended (or uncommitted) sum to the paying party or its nominee together with any interest accrued save for any monies paid by the City Council to third parties for the purposes set out in this Deed.

SCHEDULE 5

BIODIVERSITY NET GAIN

The Owner hereby covenants with the City Council so as to bind the Land as follows:

- 1.1 To carry out the Development in accordance with the approved Biodiversity Gain Plan and HMMP.
 - 1.2 To carry out or procure the carrying out of the Biodiversity Enhancement Works (including throughout the Monitoring Period) in accordance with the Biodiversity Gain Plan and HMMP.
 - 1.3 To carry out Monitoring Assessments throughout the Monitoring Period and provide or procure the provision of an Assessment Report to the City Council within 28 days of the completion of each Monitoring Assessment throughout the Monitoring Period.
 - 1.4 If at any time an Assessment Report shows that the Biodiversity Net Gain attributed to Biodiversity Enhancement Works proposed in the Biodiversity Gain Plan and HMMP is not being delivered to propose remedial measures designed to correct the shortfall in the Biodiversity Net Gain which shall be submitted to the City Council for its written approval and to then carry out or procure the carrying out of those approved remedial measures in accordance with the approved details which shall include the timing of those remedial measures and for the avoidance of doubt those approved remedial measures shall then form part of the Biodiversity Enhancement Works.
 - 1.5 To pay the Biodiversity Gain Monitoring Fee to the City Council within 10 Working Days of the Biodiversity Commencement Date.
 - 1.6 To allow access to the Land on reasonable notice and at reasonable times to persons authorised by the City Council for the purposes of monitoring compliance with the HMMP and the Biodiversity Gain Plan and this Deed.
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SCHEDULE 6

PUBLIC REALM

The Owner hereby covenants with the City Council so as to bind the Land as follows:

- 1.1 To submit the Public Realm Scheme to the City Council for its written approval prior to the Commencement of the Development and not to cause permit or suffer the Development to be Commenced until the Public Realm Scheme has been submitted to and been approved in writing by the City Council
- 1.2 Unless otherwise first agreed in writing by the City Council not to Occupy or permit or suffer to be Occupied any Dwellings until the Public Realm has first been provided in full and is available for public use in accordance with the approved Public Realm Scheme as shall be evidenced by the issue by the City Council of the Public Realm Certificate.
- 1.3 From the date of the issue of the Public Realm Certificate and thereafter the Public Realm shall be made available at all times for public use (subject to paragraph 1.6) and free of charge and the Owner shall thereafter maintain and manage or (subject to paragraph 1.9) procure the maintenance and management of the Public Realm in accordance with the maintenance and management requirements of the approved Public Realm Scheme such that it does not deteriorate.
- 1.4 To notify the City Council in writing when each element of the Public Realm is Practically Complete.
- 1.5 The City Council shall:
 - 1.5.1 inspect the relevant area of Public Realm within 10 Working Days of receiving notice pursuant to paragraph 1.4 (or such longer period as may be agreed by the parties); and
 - 1.5.2 issue the Public Realm Certificate or provide the Owner with written reasons for not issuing the Public Realm Certificate within 10 Working Days of carrying out an inspection pursuant to paragraph 1.5.1.
- 1.6 To allow the public to have access at all times to the Public Realm from the issue of a Public Realm Certificate subject to a right to close the Public Realm for the following reasons:
 - 1.6.1 for the maintenance, repair, renewal, cleaning or other required works to the Public Realm (on reasonable notice to the City Council)
 - 1.6.2 in cases of emergency or danger to the public;

- 1.6.3 in the interests of security and to ensure public safety;
- 1.6.4 servicing of the Development;
- 1.6.5 undertaking structural assessments or surveys of the Development or other required works to any part or parts of the Development abutting such areas (including works of structural or non-structural works and/or alterations) for such period or periods as may be reasonably required to carry out the works/assessments;
- 1.6.6 to work from the Public Realm with or without apparatus, machinery and vehicles to carry out the works identified in 1.6.1 or 1.6.5 above and to place ladders, building maintenance units or erect scaffolding on or over the Public Realm for any purpose connected with the works; and
- 1.6.7 closing such areas (or any part thereof) temporarily for not more than 1 (one) day per calendar year to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law

PROVIDED THAT with regard to the permitted reasons for closing the Public Realm set out in 1.6.1, 1.6.4, 1.6.5 and 1.6.6 above this shall only permit those parts of the Public Realm to be closed to public access that are strictly necessary for those reasons or to allow those works to take place and this shall not entitle the whole of the Public Realm to be closed for those reasons

- 1.7 With the exception of the reasons set out in 1.6.2 and 1.6.3 above no part of the Public Realm shall be closed to the public unless and until the means of closure have first been submitted to and been approved by the City Council in writing and the Public Realm shall only be closed to the public by using the means of closure that have been approved by the City Council
- 1.8 Not cause or permit any further works for the execution of the Development or the Occupation of any part of the Development not previously occupied in the event that there is an extant breach of the approved Public Realm Scheme
- 1.9 In the event that the management and maintenance of the Public Realm is sought to be procured through a management company then, after a period of not less than two years has elapsed from the issue of the Public Realm Certificate, apply to the City Council for a management company to do so by supplying the following details of the management company in question for written approval by the City Council:-
 - a) the name of the company, its directors and officers;
 - b) the articles of association and the memorandum of association of the said company;
 - c) the funding available to the said company both at the point of the application to the City

Council pursuant to this paragraph and in the future;

d) details of how the said company will be able to continue to maintain the Public Realm in perpetuity; and

e) details of the intended transfer of the Public Realm (or any part thereof) to the management company

- 1.10 In the event that the City Council approves the details submitted pursuant to paragraph 1.9 to remain responsible for the maintenance of the Public Realm until such time as the transfer referred to in paragraph 1.9 (e) above has taken place and has been completed and thereafter the said management company shall thereafter be responsible for the management and maintenance of the Public Realm PROVIDED THAT the Owner shall remain responsible for the maintenance of any of the Public Realm that has not been transferred in accordance with paragraph 1.9(e) above.

2 PUBLIC REALM REQUIREMENTS

- 2.1 The Public Realm Scheme shall include a scheme of hard and soft landscaping and shall also include the following details:
- 2.1.1 a design rationale explaining how the scheme relates to the context, and facilitates public access, and future management/maintenance;
 - 2.1.2 surfacing materials;
 - 2.1.3 boundary treatments;
 - 2.1.4 street furniture including bollards, lighting columns, signage, cycle stands, CCTV and public information boards;
 - 2.1.5 physical measures to prevent parking outside marked spaces;
 - 2.1.6 a schedule of tree and other planting whose specification shall seek to optimise biodiversity value;
 - 2.1.7 maintenance requirements; and
 - 2.1.8 details of the equipment and facilities to be provided on the children's play area and multi-use games area.
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SCHEDULE 7

COUNTY COUNCIL'S COVENANTS WITH THE OWNER

1. APPLICATION OF MONIES RECEIVED

1.1 The County Council covenants with the Owner that it shall not apply any of the contributions referred to in Schedule [] for any purpose other than as set out in the definition of each contribution therein in such form and at such time as the County Council shall in its discretion decide or for such other purposes for the benefit of the Development as the Owner and the County Council and the City Council shall agree in writing

2 REPAYMENT

2.1 Following written request from the person who made the relevant contribution the County Council will repay to that person the balance (if any) of such contribution which at the date of the receipt of such written request has not been expended together with interest (if any) which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request shall be made prior to the expiry of 10 years from the due date or the date of receipt by the County Council of the last instalment of any such contribution (whichever is the later).

2.2 Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date.

2.3 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the County Council under this Deed upon receiving a written request from the Owner such request not being made more than once in any year.

APPENDIX 1

PLAN 1 – THE LAND

APPENDIX 2

Community Employment and Procurement Plans (Construction Phase and End User Phase)

Local Employment, Local Businesses and Suppliers and Equal Opportunities Statement

As required by the Section 106 Agreement ("the Agreement") between Oxford City Council ("the City Council") and the following parties OXFORDSHIRE COUNTY COUNCIL and [] ("The Owner") in respect of the scheme known as [] ("the Development"), the Owner hereby confirms that they are fully committed to participating in local employment initiatives of the City Council, and to ensuring equal opportunities of employment and training for persons and businesses.

In order to ensure that the Development provides employment and business opportunities for the residents of the area during the Construction Phase and End User Phases of the Development all appointed contractors and subcontractors, suppliers and end users involved in the Construction Phase and End User Phases of the Development will be required to support this commitment and to assist in achieving these objectives. The Owner therefore gives notice that:

- A. The CEPP identifies the primary agencies working for the recruitment of Local Residents and Local Businesses or Suppliers.
- B. In relation to the Development, no less than 20 per cent of all job vacancies created by the Construction Phase and End User Phase must be advertised exclusively to Local Residents through appropriate Agencies as set out in the CEPP and Reasonable Endeavours must be made to achieve a target of 20 per cent employment of Local Residents.
- C. In relation to the Development Reasonable Endeavours are required to ensure that the total value of contracts procured from Local Businesses and Suppliers throughout the Construction Phase and End User Phase are not less than 20 per cent of the total value of the goods and services procured. This is subject to the reasonable requirements of the Owner to secure materials and services from elsewhere in order to meet relevant requirements of the Planning Permission or the Agreement.
- D. The Owner and their appointed contractors will ensure that it and all its contractors and subcontractors and end user commercial tenants when first identified notify the appropriate Agencies of job vacancies as soon as vacancies occur prior to the Commencement of the Development and thereafter during the End User Phase as required by the Agreement.

- E. The Owner and its contractors are required to provide the City Council with a schedule/programme indicating both the opportunities for contracted and sub-contracted work and supplies, and non-technical jobs created during the Construction Phases prior to Commencement .
- F. Prior to occupying the Development any End Users of a commercial unit are required to provide the City Council with a schedule of jobs created in their respective commercial units in the Development.
- G. The City Council requires regular monitoring reports in respect of the above obligations and any contractors and sub-contractors and end users will be required to provide any information necessary to enable the Owner to comply with this obligation.
- H. The Owner and its contractors are to comply with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:
 - a. the Equality Act 2010;
 - b. the Equality and Human Rights Commission's Equality Act 2010 Code of Practice: Employment Statutory Code of Practice;
 - c. European Directives issued under EU Treaty Articles 13 and 141; and
 - d. Codes and Regulations formulated under the above Acts and Directives.

IN WITNESS of which this Deed has been executed on the first date before written

THE COMMON SEAL of OXFORD CITY)
COUNCIL was affixed to this Deed by)
Order of the City Council in the presence of:-)

Nominated Officer
For and On Behalf of
The Director of Law, Governance and Strategy

THE COMMON SEAL of OXFORDSHIRE)
COUNTY COUNCIL was affixed to this Deed)
in the presence of:-)

Director of Law & Governance/Designated Officer