



DATED 4th JUNE 2001

SECTION 106 AGREEMENT
RELATING TO ELSEA PARK, BOURNE

8 THE ROPEWALK
NOTTINGHAM
NG1 5DT
Telephone: 0115 948455

10 PINCHBECK ROAD
SPALDING Lincs
PE11 1PZ
Telephone: 01775 724141

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THIS AGREEMENT is made the 4th day of June 2001

B E T W E E N :

- (1) **Adam George Andrew Cooke** of the Old Vicarage, Witham on the Hill, Bourne, Lincolnshire, PE10 OJH (hereinafter called "Adam Cooke") of the first part;
- (2) **Peter Edward Delanoix Cooke** of Tangle House, South Road, Bourne, Lincolnshire, PE10 ODT (hereinafter called "Peter Cooke") of the second part;
- (3) The said **Adam Cooke**, the said **Peter Cooke** and **Andrew Delanoix Cooke** of the Croft, North Road, Bourne, Lincolnshire, PE10 9AS (hereinafter called "the Cooke Family Trustees") of the third part;
- (4) **E D and A D Cooke Bourne (Farms) Limited** whose registered office is at Manor Farm, South Road, Bourne, Lincolnshire, PE10 ODT (hereinafter called "Bourne Farms") of the fourth part;
- (5) The said **Adam Cooke**, the said **Peter Cooke** and the **Santhouse Pensioner Trustee Company Limited** (registered number 495313) whose registered office is at PO Box 524, Alberton House, St Mary's Parsonage, Manchester, M60 3ES (hereinafter called "the Cooke Pension Fund Trustees") of the fifth part;
- (6) **Michael William North** of Ivy Lodge, Church Lane, Braceborough, Lincolnshire, PE9 4NT (hereinafter called "Mr North") of the sixth part;

- (7) **Philip Turner** of 154 Pinchbeck Road, Spalding, Lincolnshire, PE11 1QN and **Ann Hudson** of Paradisi, Mili Drove, Cowbit, Spalding, Lincolnshire, PE11 6AS (hereinafter called "the Turner Personal Representatives") of the seventh part;
- (8) The said **Adam Cooke**, the said **Peter Cooke**, the said **Mr North** and **Judith Turner** of 154 Pinchbeck Road, Spalding, Lincolnshire, PE11 1QN (hereinafter called "the Declaration Trustees") of the eighth part;
- (9) **Elsa Park Community Trust** whose registered office is at 10 Pinchbeck Road, Spalding, Lincolnshire, PE11 1PZ (hereinafter called "the Trust") of the ninth part;
- (10) **South Kesteven District Council** of Council Offices, St Peters Hill, Grantham, Lincolnshire, NG31 6PZ (hereinafter called "the Council" which expression shall include any successor local planning authority exercising planning powers under part III of the 1990 Act) of the tenth part; and
- (11) **Lincolnshire County Council** of Council Offices, Newland, Lincoln, LN1 1YX (hereinafter called "the County Council" which expression shall include any successor local planning authority exercising planning powers under part III of the 1990 Act) of the eleventh part.

WHEREAS:

- (I) Adam Cooke is the freehold owner of the land coloured purple on Plan 1 ("Adam Cooke's Land").

- (II) Peter Cooke is the freehold owner of the land coloured red on Plan 1 ("Peter Cooke's Land").
- (III) The Cooke Family Trustees are the freehold owners of the land coloured pink on Plan 1 ("The Cooke Family Trustees Land").
- (IV) Bourne Farms is the freehold owner of the land coloured brown on Plan 1 ("the Bourne Farm Land")
- (V) The Cooke Pension Fund Trustees are the freehold owners of the land coloured yellow on Plan 1 ("The Cooke Pension Fund Trustees Land").
- (VI) Mr North is the freehold owner of the land coloured orange on Plan 1 ("Mr North's Land").
- (VII) The Turner Personal Representatives are the freehold owners of the land coloured blue on Plan 1 ("The Turner Personal Representatives' Land").
- (VIII) Subject to the grant of the Planning Permission and to the terms of this agreement:
 - (a) it is anticipated that in order to facilitate the Development the aforesaid owners (hereinafter collectively called the "Original Owners", which term shall where the context permits include their respective successors in title and assigns) will transfer to the Declaration Trustees their respective interests in the aforesaid land (hereinafter called the "Development Land"); and,

- (b) the Original Owners, or as the case may be the Declaration Trustees will then transfer to the Trust that part of the Development Land as shall be needed to accommodate the Amenity Land, the Green Land, the Community Centre Land and any other land as may from time to time be appropriate.
- (IX) The Trust is a company limited by guarantee which is constituted on the terms and for the purposes set out in the Memorandum and Articles of Association, copies of which are annexed hereto at Schedule 1.
- (X) The Council is the local planning authority for the area within which the Development Land is situated for the purposes of Part III of the 1990 Act.
- (XI) The Council is satisfied that the Development is such as may be permitted by the Council under Part III of the 1990 Act and has resolved to grant the Planning Permission subject to the Original Owners and the Trust entering into planning obligations in the manner hereinafter appearing.
- (XII) The County Council is the Education Authority, the County Planning Authority and the Highway Authority for the area within which the Development Land is situated.

NOW THIS DEED WITNESSES as follows:

S106 Planning Obligation

1.0 This agreement is executed by the parties hereto as a deed and is made pursuant to:

- (i) s. 106 of the 1990 Act;
- (ii) s. 111 of the Local Government Act 1972; and,
- (iii) all other powers so enabling,

and the obligations in this agreement on the part of the Original Owners shall constitute planning obligations for the purpose of s106 of the 1990 Act so that, subject to Clause 2 hereof, they shall bind the Development Land and be enforceable by the Council against the Original Owners and their respective successors in title and assigns.

1.1 Unless otherwise expressly stated, this agreement is not intended to confer any benefits upon, nor be enforceable by, any party other than the parties hereto and for that purpose the application of the Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded.

1.2 The Council and/or the County Council will, upon the written request of the Original Owners, at anytime after an obligation under this agreement has been fulfilled issue written confirmation thereof.

Successors in title

2.0 It is agreed by the parties hereto that:

2.1 Save in respect of the Original Owners' financial obligations under Clause 13.2 hereof no person or company shall be liable for any

breach of the obligations herein unless they hold an interest in the part of the Development Land in respect of which such breach occurs or held such an interest at the date of the breach.

- 2.2 Save where otherwise expressly provided no obligations nor liabilities under the terms of this agreement shall be enforceable against the Declaration Trustees or purchasers or lessees of individual dwellings constructed as part of the Development or any mortgagee in possession thereof.

Interpretation

3. In this agreement unless the context otherwise requires:

"1990 Act"	Means the Town and Country Planning Act 1990
"Affordable Housing"	Means housing which is accessible to those Locally in need of it, but who cannot afford to buy or rent at full open market values; and is therefore to be made available by the provision of low cost housing by design and/or transfers of Affordable Housing Land to the Council and/or the Registered Social Landlord at discounted land values which permit the housing constructed thereon to be affordable. For the avoidance of any doubt, the term

	"Affordable Housing" shall include social rented housing.
"Affordable Housing Land"	Means Serviced Land to be made available to the Council and/or a Registered Social Landlord by the Original Owners for the purpose of the construction of Affordable Housing.
"Amenity Land"	Means the land to be provided in accordance with Clause 5 hereof to accommodate children's local and area play spaces and open recreational/amenity spaces.
"Commenced".	Means the carrying out of a material operation as defined in section 56(4) of the 1990 Act provided that works of demolition, site clearance and the temporary excavation of ground for the purposes of investigation shall not constitute a material operation for the purposes of this agreement such that any part of the Development could be said to have Commenced.
"Commencement Date"	Means Development has Commenced.
"Community Centre"	Means a new community centre to be

	constructed on the Community Centre Land pursuant to Clause 8 hereof.
"Community Centre Land"	Means the land coloured orange on Plan 2, or such other land as maybe agreed in writing with the Council, which is intended to accommodate the Community Centre
"Commuted Green Transport Contribution"	Means the Original Owners' financial contribution to a programme of Green Transport Initiatives to be promoted in accordance with a programme to be agreed in writing between the Original Owners and/or the Trust and the County Council pursuant to Clause 9 hereof.
"Commuted Library Contribution"	Means the Original Owners' financial contribution to the provision of library facilities pursuant to Clause 10 hereof.
"Commuted Secondary Education Contribution"	Means the Original Owners' agreed financial contribution of £600,000 to the proposed expansion (and future maintenance) of the Secondary Schools pursuant to either a programme or a schedule of works to

be agreed between the Original Owners and the County Council as provided for in Clause 6 hereof.

"Development"

Means the development of the Development Land permitted by the Planning Permission and granted pursuant to the Planning Application.

"Green Land"

Means the land coloured green on Plan 2, or such other land as may be agreed in writing with the Council, to be provided in accordance with Clause 7 hereof for landscaping, ecological and habitat creation and maintenance.

"Green Transport Initiatives"

Means schemes agreed in writing between the Trust and the Council and/or the County Council which promote, whether by means of subsidy, by the Trust or otherwise, the use of public transport, cycle ways, pedestrian links, car sharing schemes and such other transport initiatives as shall be compatible with the objects of the said Trust by those in Occupation of the dwellings constructed on the

"Index Linked"**Development Land.**

Means where a sum of money is stated to be Index Linked it shall be increased or reduced in the same proportion as the final figure for the Retail Price Index (All items), published in the month immediately preceding the date of the payment of the said sum, bears to the final figure for the Retail Price Index (All items) published either in the month immediately preceding the date hereof or where a date is specified for such purpose in the relevant clause of this Agreement, in the month immediately preceding such specified date. In the event that the Retail Price Index (All items) ceases to be published, or if the said Index or the basis on which it is calculated or published is altered to a material extent, then there shall be substituted a reference for such other Index as may be agreed between the parties or in default of agreement as determined in accordance with clause

14 hereof. In the case of monies stated to be Index Linked which are to be used to defray the cost of building works all references herein to the Retail Price Index shall be substituted by reference to the General Building Cost Index published on behalf of the Royal Institution of Chartered Surveyors by Building Cost Information Services Ltd or such other Index as may be agreed between the parties.

"Library Facilities"

Means the provision of library accommodation and services to meet the reasonable needs of those in Occupation of the dwellings to be constructed on the Development Land.

"Locally"

Means within the geographical boundaries covered by the Council's Local Plan.

"Occupy", "Occupied" and "Occupation"

Means take occupation for residential purposes on the date the dwelling is liable to Council Tax, but does not include occupation for the purpose of construction, fitting out, decoration,

marketing or otherwise.

"Planning Application"

Means the application for outline planning permission under reference number SK.94/0125/12/6 for the development of the Development Land for (*inter alia*) residential development, the construction of a local relief road, estate roads and the provision of open space and landscaping.

"Planning Permission"

Means the decision notice of the Council annexed hereto at Schedule 2 granting outline planning permission for the Development pursuant to the Planning Application.

"Primary School"

Means a new one form entry primary school providing accommodation for up to 210 pupils to be constructed (subject to Clause 6 hereof) on the Primary School Land together with the infrastructure reasonably required to permit the said school, if necessary, to be extended in the future to provide accommodation for an additional 210 pupils.

"Primary School Land"

Means the 4.4 acres of land shown coloured blue on Plan 2, or such other land as may be agreed in writing with the County Council, which is intended to accommodate the Primary School.

"Registered Social Landlord"

Means a housing association registered in the register maintained by the Housing Corporation under Section 1 of the Housing Act 1996 and approved by the Council.

"Secondary Schools"

Means the Bourne Grammar and Robert Manning Schools.

"Secondary School Land"

Means the 3.2 acres of land shown coloured pink on Plan 2 (which shall be fenced, seeded and provided with suitable land drainage), or such other land as may be agreed in writing with the County Council which is intended to facilitate the expansion of the Bourne Grammar School.

"Serviced Land"

Means land which has available at its boundary services (i.e. access to base course standard, gas, electricity, water and drainage) which are reasonably

suitable for the purpose for which the said land is proposed to be used.

"SWRR Highways Agreement" Means an agreement to be entered into by the Original Owners and the County Council pursuant to Sections 38 and/or 278 of the Highways Act 1980 and providing for the carrying out of the SWRR Works.

"SWRR Works" Means the construction, pursuant to the provisions of Clause 9 hereof, of the South West Relief Road to include the provision of four roundabouts and associated roadworks in accordance with a design and specification to be agreed in writing with the County Council.

"Zone" Means the individually defined areas of the Development Land shown on Plan 3

- 3.1 Where in this agreement reference is made to a clause, paragraph, schedule, recital or plan such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this agreement or to a plan annexed to this agreement.
- 3.2 Words importing the singular meaning where the context so admits include the plural meaning and vice-versa.

- 3.3 Words of the masculine gender include the feminine and the neuter genders and words denoting natural persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 3.4 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction.
- 3.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof 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 thereunder or deriving validity therefrom.
- 3.6 Where the agreement, approval, consent or an expression of satisfaction is required or sought by the Original Owners under the terms of this agreement from the Council and/or the County Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed. The Council and County Council hereby acknowledge, without in any way fettering their statutory discretion, that in determining any such request to which this paragraph applies they shall have regard to all material considerations including the provisions and objectives contained within the Elsea Park Development and Design Brief

("the Design Brief") submitted to the Council as part of the Planning Application.

- 3.7 Headings contained in this agreement are for reference purposes only and are not incorporated into this agreement and shall not be deemed to be an indication of the meaning of the parts of this agreement to which they relate.

Commencement

- 4.0 It is agreed between the parties hereto that the obligations herein on the part of the Original Owners shall not come into effect until the Commencement Date and the Original Owners hereby covenant with the Council to notify the Council in writing of the Commencement Date within 7 days of the date thereof.
- 4.1 To facilitate monitoring of the progress of the Development and the performance of the parties' pursuant to this agreement the Original Owners hereby covenant with the Council to notify, or cause the notification of, the Council in writing of the completion of all initial sales of dwellings constructed on the Development Land within 28 days of the date of each such completion.
- 4.2 For the avoidance of any doubt, it is hereby agreed and declared that in the event of the Planning Permission being quashed as a result of legal proceedings then this agreement shall absolutely determine and become null and void, but without prejudice to the rights of any party against the other parties.

Children's play areas, open space and recreational facilities

5.0 Within the Development Land the Original Owners will provide or cause to be provided not less than 15 hectares (37.07 acres) and not more than 16 hectares (39.54 acres) of Amenity Land to be located in a manner and made available at intervals to be agreed in writing with the Council but in any event to include:

- (a) not less than 20 open spaces of at least 350m² by way of Local Play Space provision (it being agreed that within each Zone there shall be two such Local Play Spaces);
- (b) not less than 10 open spaces of at least 2,000m² by way of Area Play Space provision (it being agreed that within each Zone there shall be one such Area Play Space); and,
- (c) not less than 12 hectares (29.65 acres) of open recreational/amenity space to include two level, seeded and marked full sized football pitches together with adjoining toilets, showers and changing facilities.

For the avoidance of any doubt it is hereby acknowledged and agreed that references herein to a "Local Play Space" or an "Area Play Space" shall be a reference to a Local Play Space and/or Area Play Space as defined in the Council's adopted Local Plan dated April 1995.

5.1 The allocation of the Amenity Land shall be distributed over the Development Land in accordance with the zonal layout shown on

Plan 3 and pursuant to the requirements of the Design Brief, unless otherwise agreed in writing with the Council.

5.2 Unless otherwise agreed in writing between the Original Owners and the Council no dwellings constructed on any Zone or part of a Zone to which Amenity Land has been allocated shall be Occupied unless or until a detailed scheme for the reasonable provision of that Amenity Land has been submitted to and agreed in writing by the Council.

5.3 Unless otherwise agreed in writing between the Original Owners and the Council no more than 50% of the dwellings constructed on each Zone or part of a Zone shall be Occupied until the Original Owners:

- (a) transfer or cause to be transferred to the Trust for one pound (£1) the freehold title of the Amenity Land allocated to that Zone or part of the Zone. The said transfer of the Amenity Land shall be on the terms and conditions set out in the Standard Conditions of Sale (Third Edition) with a clean title free of unreasonable or onerous conditions and subject only to such other conditions as shall be approved by the Trust in the exercise of its reasonable discretion;
 - (b) cause the Amenity Land allocated to that Zone or part of the Zone to be laid out, treated and surfaced in accordance with the said detailed scheme agreed in writing by the Council;
- and,

(c) provide or cause to be provided in respect of each of the open spaces allocated to that Zone or part of the Zone and to be provided pursuant to Clause 5.0(a) and (b) above not less than five items and not more than eight items of play equipment and associated safety surfaces to be agreed in writing with the Council.

5.4 The Trust hereby covenants with the Original Owners and the Council that it will manage and maintain, or cause to be managed and maintained, at its own expense, all of the Amenity Land which is transferred to it pursuant to clause 5.3(a) hereof in accordance with the said scheme agreed in writing pursuant to clause 5.2 hereof **SUBJECT TO** the costs thereof being reasonable and within the financial parameters provided for in the Elsea Park Community Trust Business Plan ("the Business Plan"), a copy of which is annexed at Schedule 3.

5.5 Within 6 months of the completion of the third roundabout shown as R3 on Plan 2 the Original Owners shall provide or cause to be provided each of the two football pitches referred to in clause 5.0 (c) hereof or such other alternative recreational or sports facilities as shall be agreed in writing with the Council.

Education facilities

6.0 It is the intention of the County Council to facilitate the expeditious development on the Primary School Land of the Primary School in accordance with the terms herein. The parties hereto acknowledge

and agree that the overriding obligation to provide for the school places generated by the Development ordinarily falls upon the County Council as the Local Education Authority for the area within which the Development Land is situated. The terms herein are therefore intended to require the Original Owners to cause to be completed on the Primary School Land the construction of the Primary School.

- 6.1 To achieve the objectives outlined in the preceding Clause 6.0 the Original Owners will make available to the County Council for one pound (£1) the freehold title of the Primary School Land.
- 6.2 Unless otherwise agreed in writing between the Original Owners and the County Council no dwellings shall be Occupied on the Development Land unless or until the Original Owners have transferred to the County Council for one pound (£1) the freehold title to the Primary School Land. The said transfer of the Primary School Land shall be on the terms and conditions set out in the Standard Conditions of Sale (Third Edition) with a clean title free of unreasonable or onerous conditions and subject only to such other conditions as shall be approved by the County Council in the exercise of its reasonable discretion.
- 6.3 Unless otherwise agreed in writing between the Original Owners and the County Council before the first Occupation of the 300th dwelling to be constructed on the Development Land the Original Owners will cause to be completed on the Primary School Land on

terms to be agreed in writing with the County Council the construction of the first phase of the Primary School which shall comprise:

- (a) core buildings including a hall, library, head teacher's room, toilets, an Information, Communication and Technology room and a staff room;
- (b) four classrooms; and,
- (c) a playground.

6.4 Unless otherwise agreed in writing between the Original Owners and the County Council before the first Occupation of the 500th dwelling to be constructed on the Development Land the Original Owners will cause the final phase of the Primary School to be completed so as to provide the remaining three classrooms and such other infrastructure, if any, as shall reasonably be required to permit the said school, if necessary, to be extended in the future to provide accommodation for an additional 210 pupils.

6.5 For the avoidance of doubt it is hereby agreed that:

- (a) the design and cost of the Primary School shall be agreed in writing in advance with the Original Owners and shall not in any event exceed the mid point of the DfEE guidelines set out in Design Bulletin 82 dated 1996 (or such other relevant guidelines as shall, before the Commencement of the Development, replace the said Bulletin) so far as the same applies to a Primary School; and

- (b) the Original Owners shall not be expected nor obliged to meet any of the costs associated with any future expansion of the Primary School whether to provide the said accommodation for an additional 210 pupils or otherwise.

6.6 Unless otherwise agreed in writing between the Original Owners and the County Council no more than 100 dwellings shall be Occupied on the Development Land unless or until the Original Owners transfer or cause to be transferred to the County Council for one pound (£1) the freehold title of the Secondary School Land on terms and conditions set out in the Standard Conditions of Sale (Third Edition) with a clean title free of unreasonable or onerous conditions and only to such other conditions as shall be approved by the County Council in the exercise of its reasonable discretion.

6.7 The Original Owners will pay or cause to be paid to the County Council the Commuted Secondary Education Contribution as follows:

- (a) the sum of £300,000 (three hundred thousand pounds) shall be paid to the County Council on the first Occupation of the 400th dwelling to be constructed on the Development Land;
- (b) the balance of the Commuted Secondary Education Contribution, namely £300,000 shall be paid on the first Occupation of the 800th dwelling to be constructed on the Development Land; and,

- (c) all instalments of the Commuted Secondary Education Contribution shall be placed on deposit, as received by the County Council, with a bank or building society nominated by the County Council and held in the name of the County Council and shall remain on deposit until the proposed expansion of the Secondary Schools, or either of them, has been commenced in accordance with a programme of works to be agreed between the County Council and the Original Owners, at which time the Original Owners and the County Council will agree to release the said funds (or if only one of the Secondary Schools has then been expanded so much of the said funds as is attributable to the cost of the expansion of that school) together with accrued interest to the County Council.

- 6.8 If within 5 years of payment by the Original Owners of the final instalment of the Commuted Secondary Education Contribution the proposed expansion of the Secondary Schools, has not been completed in accordance with the said programme of works agreed between the Original Owners and the County Council any Commuted Secondary Education Contribution remaining unexpended shall forthwith be repaid, together with accrued interest, to the Original Owners.

Woodland and Landscaping

- 7.0 Unless otherwise agreed in writing between the Original Owners and the Council no dwellings constructed on any Zone or part of a Zone to which Green Land has been allocated shall be Occupied unless or until a detailed scheme for the reasonable mitigation, creation, treatment, maintenance and management of the ecology, habitat and landscaping of that Green Land has been submitted to and agreed in writing by the Council.
- 7.1 Unless otherwise agreed in writing between the Original Owners and the Council no more than 50% of the dwellings constructed on each Zone or part of a Zone shall be Occupied unless or until the Original Owners;
- (a) implement or cause to be implemented the said detailed scheme for the reasonable mitigation, creation and treatment of the ecology habitat and landscaping of the Green Land allocated to that Zone or part of the Zone; and
 - (b) have transferred for one pound (£1) to the Trust the freehold title of the Green Land allocated to that Zone or part of the Zone to the Trust. The transfer of the Green Land shall be on the terms and conditions set out in the Standard Conditions of Sale (Third Edition) with a clean title free of unreasonable or onerous conditions and subject only to such other conditions as shall be approved by the Trust in the exercise of its reasonable discretion.

- 7.2 The Trust hereby covenants with the Original Owners and the Council that it will manage and maintain or cause to be managed and maintained, at its own expense, the ecology, habitat and landscaping of the Green Land which is transferred to it pursuant to clause 7.1 hereof in accordance with the said scheme agreed in writing pursuant to clause 7.0 hereof **SUBJECT TO** the costs thereof being reasonable and within the financial parameters provided for in the Business Plan.

Community Centre

- 8.0 No more than 100 dwellings constructed on the Development Land shall be first Occupied unless or until the Original Owners agree to transfer or cause to be transferred to the Trust for one pound (£1) the freehold title of the Community Centre Land. The transfer of the Community Centre Land shall be on the terms and conditions set out in the Standard Conditions of Sale (Third Edition) with a clean title free of unreasonable and onerous conditions and subject only to such other conditions as shall be approved by the Trust in the exercise of its reasonable discretion.
- 8.1 Before the first Occupation of the 501st dwelling to be constructed on the Development Land the Original Owners will cause to be constructed to a design and specification to be reasonably agreed in writing with the Council the Community Centre which shall comprise a building of no more than 500 m².

- 8.2 The Trust hereby covenants with the Council that it will, at its own expense, manage and maintain or cause to be managed and maintained the Community Centre transferred to it pursuant to Clause 8.0 hereof subsequent to the costs thereof being reasonable and within the financial parameters provided for in the Business Plan.

Traffic and movement

- 9.0 The Original Owners and the County Council will covenant with each other and the Council that they will enter into the SWRR Highways Agreement as soon as reasonably practicable and for this purpose the provisions of clause 3.6 hereof expressly apply.
- 9.1 Unless otherwise agreed in writing between the Original Owners and the County Council no dwellings constructed on the Development Land shall be Occupied unless or until the SWRR Highways Agreement has been entered into and the Original Owners have caused to be constructed the first roundabout shown as R1 on Plan 2.
- 9.2 Unless otherwise agreed in writing between the Original Owners and the County Council before the first Occupation of the 201st dwelling to be constructed on the Development Land the Original Owners will cause to be constructed the second roundabout shown as R2 on Plan 2, together with that section of the SWRR as shall be necessary to link roundabouts 1 and 2. A maximum of 700

dwellings shall be permitted to be Occupied prior to the construction of further sections of the SWRR.

9.3 Unless otherwise agreed in writing between the Original Owners and the County Council before the first Occupation of the 701st dwelling to be constructed on the Development Land the Original Owners will cause to be constructed the third roundabout shown as R3 on Plan 2, together with that section of the SWRR as shall be necessary to connect the second and third said roundabouts. A maximum of 1200 dwellings to be constructed on the Development Land shall be permitted to be Occupied prior to the construction of further sections of the SWRR.

9.4 Unless otherwise agreed in writing between the Original Owners and the County Council before the first Occupation of the 1201st dwelling to be constructed on the Development Land the Original Owners will cause to be constructed the fourth roundabout shown as R4 on Plan 2, together with the final section of the SWRR which shall connect the A15 to the A151 so as to permit the passage of vehicular traffic.

9.5 For the avoidance of any doubt it is hereby agreed and acknowledged by the County Council that if the fourth roundabout shown as R4 on Plan 2 is constructed earlier than provided in clause 9.4 above up to 200 dwellings to be constructed on the Development Land may be Occupied if access to and egress from them via the A151 is by means of the said fourth roundabout

PROVIDED ALWAYS that no more than 1200 dwellings to be constructed on the Development Land shall be permitted to be Occupied prior to completion of the SWRR connection between the A15 to the A151 so as to permit the passage of vehicular traffic.

9.6 Before the first Occupation of the 200th dwelling to be constructed on the Development Land the Original Owners will pay or cause to be paid to the County Council the sum of £10,000 towards the cost of a scheme of works proposed by the County Council and designed to modify the traffic light system in the Bourne town centre. The said payment of £10,000 shall be placed on deposit, when received by the County Council, with a bank or building society nominated by the County Council and held in the name of the Owners and County Council and shall remain on deposit until the proposed modification of the said traffic light system has been completed, at which time the Original Owners and the County Council will agree to release the said funds, together with accrued interest to the County Council.

9.7 If within three years of payment by the Original Owner of the said sum of £10,000 referred to in clause 9.6 above the proposed modification to the said traffic lights has not been completed by the County Council the unexpended monies shall forthwith be repaid, together with accrued interest, to the Original Owners.

9.8 Provided that the Council serves written notice upon the Original Owners confirming that (a) it will make available land on one of the

Bourne town centre car parks for a secure cycle park; and (b) it will provide or cause to be provided a cycleway link between the Development Land and the Bourne town centre the Original Owners shall pay or cause to be paid to the Council a sum of £20,000 towards the cost of providing the said secure cycle park and cycleway link, such sum to be paid on the terms and in the manner set out in clause 9.9 below.

9.9 The said sum of £20,000 referred to in paragraph 9.8 above shall be paid as follows:

- (a) the sum of £10,000 shall be paid to the Council on the first Occupation of the 200th dwelling to be constructed on the Development Land;
- (b) the said balance of £10,000 Index Linked shall be paid to the Council on the first Occupation of the 500th dwelling to be constructed on the Development Land;
- (c) all instalments of the said sum of £20,000 to be paid towards the provision of a secure cycle park and cycleway link shall be placed on deposit, as received by the Council, with a bank or building society nominated by the Council and held in the name of the Council and shall remain on deposit until the proposed secure cycle park has been provided, at which time the Original Owners and the Council will agree to release the said funds, together with accrued interest to the Council; and,

- (d) if within three years of payment by the Original Owners of the final instalment of the said sum of £20,000 the proposed secure cycle park and/or cycleway link have not been provided by the Council any sum remaining unexpended shall forthwith be repaid, together with accrued interest, to the Original Owners.

9.10 Before the first Occupation of the 200th dwelling to be constructed on the Development Land the Original Owners shall cause to be constructed on terms to be agreed in writing with the County Council new bus stops adjacent to the A15 at a location to be agreed between the Original Owners, the Council and the County Council.

9.11 No more than 500 dwellings to be constructed on the Development Land shall be occupied unless or until the Original Owners have paid or cause to be paid to the Trust a Commuted Green Transport Contribution of £50,000, such contribution to be paid on the terms and in the manner set out in Clause 9.12 below.

9.12 The Commuted Green Transport Contribution shall be paid as follows:

- (a) the sum of £50,000 shall be paid to the Trust on or before the first Occupation of the 501st dwelling to be constructed on the Development Land;
- (b) the Commuted Green Transport Contribution shall be placed on deposit, as received, with a bank or building society

nominated by the Trust and held in the joint names of the Original Owners and the Trust and shall remain on deposit until the Green Transport Initiatives have commenced, at which time the Original Owners and the Trust will agree to release the said funds, together with accrued interest, to the Trust; and,

- (c) if, within three years of payment by the Original Owners of the Commuted Green Transport Contribution, the Green Transport Initiatives have not been commenced in accordance with the said programme any Commuted Green Transport Contribution remaining unexpended shall forthwith be repaid, together with accrued interest, to the Original Owners.

9.13 It is hereby agreed between the Original Owners, the Trust and the Council that without prejudice to the generality of the aforesaid, the Green Transport Initiatives shall include the provision and maintenance, for a period of no less than two years from the first Occupation of the 501st dwelling to be constructed on the Development Land, of a dedicated shuttle bus service providing for wholly subsidised public transport from within the Development Land to and from the said new bus stops on the A15 (and linking with timed connections to the existing Bourne to Peterborough bus service ("the Principal Bus Service")) at hourly intervals between 7.00am and 9.00pm Mondays - Fridays and 8.00am to 9.00pm

Saturdays - Sundays **PROVIDED ALWAYS** that the routing and timetabling of the said shuttle bus service may be varied at any time by the Trust with the agreement of the County Council.

9.14 In order to promote the said Principal Bus Service and encourage its use by the occupants of the dwellings to be constructed on the Development Land the Trust hereby covenant with the County Council to defray or cause to be defrayed from the said Commuted Green Transport Contribution and the monies collected pursuant to clause 13 hereof the cost of providing the initial purchasers of the said dwellings (or in the case of Affordable Housing the initial occupiers of the said dwellings) with National Transport Tokens for use on the Principal Bus Service to the value of up to £50.

9.15 For the avoidance of any doubt it is hereby acknowledged that:

- (a) the payments to be made by the Trust pursuant to Clause 9.14 hereof shall be for monies worth only and the Trust shall not be required to make monetary payments to the said initial purchasers or occupiers of the said dwellings in lieu thereof;
- (b) only one contribution of up to £50 shall be made per said dwelling notwithstanding the initial purchase thereof (or in the case of Affordable Housing the initial occupation thereof) involves more than one individual; and
- (b) the value of the said tokens provided to the said initial purchasers or occupiers of the said dwellings shall in the first

instance be limited to the value of £25. The said initial purchasers or occupiers of the said dwellings will only be entitled to be provided with further said tokens for use on the Principal Bus Service, to the value of £25, if the initial said tokens have been fully redeemed, within six months of there issue, in lieu of fares charged by the provider of the Principal Bus Service.

9.16 Nothing stated in Clauses 9.0 – 9.14 hereof is intended to or shall prohibit the Trust (in its absolute discretion) from extending the term of the said dedicated shuttle bus service or the provisions in respect of the said issue of National Transport Tokens.

9.17 Without out prejudice to the generality aforesaid it is hereby acknowledged and agreed that the Green Transport Initiatives and the means of defraying the costs of subsidised public transport shall be capable of being varied by agreement in writing between the Trust, the Council and/or the County Council.

Library

10.0 Unless otherwise agreed in writing between the Original Owners and the County Council before the first Occupation of the 750th dwelling to be constructed on the Development Land the Original Owners shall pay or cause to be paid to the County Council a Commuted Library Contribution of £100,000, such contribution to be paid on the terms and in the manner set out in Clause 10.1 below.

- 10.1 The Commuted Library Contribution shall be paid as follows:
- (a) the sum of £75,000 shall be paid to the County Council on or before the first Occupation of the 750th dwelling to be constructed on the Development Land; and,
 - (b) the balance of the Commuted Library Contribution, namely £25,000 Index Linked, shall be paid by equal instalments of £2,500 on or before the first Occupation of each subsequent 10 dwellings to be constructed on the Development Land;
 - (c) all instalments of the Commuted Library Contribution shall be placed on deposit, as received by the County Council, with a bank or building society nominated by the County Council and held in the name of the County Council and shall remain on deposit until the Library Facility has been established in accordance with a detailed scheme to be agreed in writing between the County Council and the Original Owners, at which time the Original Owners and the County Council will agree to release the said funds, together with accrued interest, to the County Council; and,
 - (d) if, within three years of payment by the Original Owners of the final instalment of the Commuted Library Contribution, the Library Facility has not been provided in accordance with the said agreed scheme any Commuted Library Contribution remaining unexpended shall forthwith be repaid, together with accrued interest, to the Original Owners.

Other social and community facilities

- 11.0 No more than 200 dwellings to be constructed on the Development Land shall be Occupied unless or until the Original Owners provide or cause to be provided temporary facilities in a form and location to be agreed with the Council to accommodate such social and community facilities as shall provide for the demonstrable needs of those in Occupation of the dwellings to be constructed on the Development Land **PROVIDED ALWAYS** that the Original Owners' obligation in that regard shall not exceed a financial contribution of £10,000.

Affordable Housing

- 12.0 So as to meet any demonstrable need for Affordable Housing for those Locally in need of it, within the Development Land the Original Owners shall provide or cause to be provided 5.46 hectares (13.5 acres) of Affordable Housing Land to be located in a manner and made available at intervals to be agreed in writing with the Council but in any event to include the provision of:
- (i) 0.61 hectares (1.5 acres) of Affordable Housing Land on Zone 1;
 - (ii) 0.8 hectares (2.0 acres) of Affordable Housing Land on Zone 2;
 - (iii) 0.4 hectares (1.0 acres) of Affordable Housing Land on Zone 3;

- (iv) 0.61 hectares (1.5 acres) of Affordable Housing Land on Zone 4;
- (v) 0.61 hectares (1.5 acres) of Affordable Housing Land on Zone 5;
- (vi) 0.61 hectares (1.5 acres) of Affordable Housing Land on Zone 6;
- (vii) 0.61 hectares (1.5 acres) of Affordable Housing Land on Zone 7;
- (viii) 0.61 hectares (1.5 acres) of Affordable Housing Land on Zone 8;
- (ix) 0.4 hectares (1.0 acres) of Affordable Housing Land on Zone 9; and,
- (x) 0.2 hectares (0.5 acres) of Affordable Housing Land on Zone 10.

PROVIDED ALWAYS that the Original Owners' obligations herein in respect of the provision of Affordable Housing and Affordable Housing Land shall be subject to the terms and conditions set out in Clause 12.1 - 12.10 hereof. For the avoidance of any doubt it is hereby acknowledged and agreed that the said 5.46 hectares (13.5 acres) shall refer to the net developable area of the Affordable Housing Land including the building plots and one half of the width of the road onto which they front.

- 12.1 With the exception of that part of Zone 1 which is currently the subject of an application to the Council (LA reference

S00/00396/12) for planning permission for residential development the aforesaid allocation of the Affordable Housing land shall be distributed proportionately over the Development Land in accordance with the zonal layout shown on Plan 3, unless otherwise agreed in writing with the Council.

12.2 Unless otherwise agreed in writing between the Original Owners and the Council each Zone or part of a Zone shall contain a mix of Affordable Housing types, sizes and tenures (which without prejudice to the generality of the aforesaid shall include social rented and subsidised/low cost market housing) the said mix to be agreed in writing by the Council.

12.3 Unless otherwise agreed in writing between the Original Owners and the Council no more than 20 (twenty) dwellings to be constructed on each Zone (or such other number of dwellings as the Council shall agree in writing) shall be Occupied unless or until the Original Owners have confirmed the availability on the terms provided herein of the Affordable Housing Land allocated thereon by written notice given to the Council and/or a Registered Social Landlord ("the Social Land Availability Notice").

12.4 Within 3 months of receipt of the Social Land Availability Notice the Council and/or the Registered Social Landlord shall confirm in writing to the Original Owners whether they wish to accept a transfer of the Affordable Housing Land for the purpose of the

construction of Affordable Housing ("the Social Land Response Notice")

12.5 If, within 6 months of receipt by the Council of a Social Land Availability Notice to which the provision of Clause 12.3 hereof apply the Council serves written Notice upon the Original Owners to the effect that it elects to accept a commuted payment or subsidy towards an Affordable Housing scheme within the district, whether developed by the Council or others, in lieu of a transfer of the Affordable Housing Land the subject to the said Social Land Availability Notice ("a Commuted Payment Notice") the Original Owners shall pay or cause to be paid to the Council, within 4 months of receipt of the Council's Commuted Payments Notice a sum representing 95% of the open market value of the said Affordable Housing Land and for that purpose (a) the open market value of the said land shall be assessed at the date of receipt of the Commuted Payment Notice; and (b) the open market value shall be agreed between the Original Owner and the Council or otherwise determined in accordance with the provisions of Clause 14.0 hereof. For the avoidance of any possible doubt it is hereby acknowledged that:

- (i) A Commuted Payment Notice shall only be capable of being served by the Council where the Affordable Housing Land to which it relates is not already subject to a written agreement for its transfer to a Registered Social Landlord; and

(ii) Commuted payments made by the Original Owners in accordance with the provisions hereof shall be applied by the Council towards the cost of providing Affordable Housing Land on sites other than the Development Land.

12.6 All commuted payments payable by the Original Owners in accordance with Clause 12.5 hereof shall be placed on deposit as received with a bank or building society nominated by the Original Owners and held in the joint names of the Original Owners and the Council and shall remain on deposit until there exists a written agreement for the purchase by the Council of Affordable Housing Land at which time the Original Owners and the Council will agree to release such funds as are necessary, with accrued interest to the Council. If, within 3 years of payments by the Original Owners of a commuted payment to which the provision of Clause 12.5 apply the Council has not used the said payment to purchase Affordable Housing Land any said monies remaining unexpended shall forthwith be repaid, together with accrued interest, to the Original Owners.

12.7 No more than 50% of the dwellings constructed on each Zone or part of a Zone (or such other number of dwellings as the Council shall agree in writing) shall be Occupied unless or until the Original Owners have:

(a) transferred to the Council and/or the Registered Social Landlord the freehold title of that part of the said allocated

- Affordable Housing Land, in respect of which there then exists an agreement in writing between the Original Owners and the Council and/or the Registered Social Landlord for the construction thereon of the said Affordable Housing; and
- (b) Commenced the construction or caused to be Commenced the construction of the Affordable Housing allocated to that Zone or part of the Zone on terms then agreed in writing with the Council and/or the Registered Social Landlord.

PROVIDED ALWAYS that the Council and/or the Registered Social Landlord has already served a Social Land Response Notice upon the Original Owners as required under Clause 12.4 hereof to the effect that they wish to accept a transfer of the Affordable Housing Land for the purpose of the construction of the Affordable Housing on that Zone or part of the Zone ("a Positive Social Land Response Notice").

- 12.8 The Affordable Housing Land relating to each Zone or part of a Zone shall be transferred as aforesaid by the Original Owners on the terms and conditions set out in the Standard Condition of Sale (Third Edition) with a clean title free of unreasonable or onerous conditions and subject only to such other conditions as shall be approved by the Council in the exercise of its reasonable discretion.
- 12.9 In order to facilitate the continuity of the Development and to reflect the absence of any demonstrable need for Affordable Housing it is

hereby acknowledged and agreed that if, within 6 months of receipt of a Social Land Availability Notice, the Council and/or the Registered Social Landlord:

- (a) have not served a Positive Social Land Response Notice upon the Original Owners (or if they have they have unreasonably failed and/or refused to agree terms in writing with the Original Owners for the construction of the Affordable Housing relating thereto); or,
- (b) have served a Social Land Response Notice to the effect that they do not wish to accept a transfer of the Affordable Housing Land for the purpose of the construction of the Affordable Housing thereon ("a Negative Social Land Response Notice"); or
- (c) the Council has served a Commuted Payment Notice;

the Original Owner shall be entitled to deal with the said Affordable Housing Land allocated to the Zone or part of the Zone as they see fit and in their absolute discretion. For the avoidance of any doubt it is hereby acknowledged that for the purpose of calculating the provision of Affordable Housing Land in accordance with Clause 12.0 hereof the area of the said allocated Affordable Housing Land not accepted by the Council and/or the Registered Social Landlord shall form part of the total provision of Affordable Housing Land earmarked for that Zone or part of the Zone.

12.10 If within 6 months of receipt of the Social Land Availability Notice no Social Land Response Notice has been served upon the Original Owners by the Council and/or the Registered Social Landlord a Negative Social Land Response Notice shall be deemed to have been served upon the Original Owners by the Council and/or the Registered Social Landlord.

12.11 For the purposes of a transfer of Affordable Housing Land pursuant to Clauses 12.7 and 12.8 hereof it is acknowledged and agreed that:

- (a) to ensure that the Affordable Housing Land and any Affordable Housing constructed thereon is affordable to those Locally in need of it the consideration for any transfer by the Original Owners of Affordable Housing Land shall be at a discounted open market value, such discounted open market value to be agreed by the parties to the said transfer or otherwise determined in accordance with clause 14 hereof (subject in either case to the discount not exceeding 95% of the open market value unless otherwise agreed in writing by the Original Owners); and,
- (b) the discounted open market value of Affordable Housing Land shall be assessed at the date of receipt of the Positive Social Land Response Notice to which it relates.

The Elsea Park Community Trust

- 13.0 The Original Owners hereby covenant with the Council that they will not Occupy or permit to be Occupied any dwellings to be constructed on the Development Land unless or until the Original Owners have imposed or caused to be imposed on any sale or lease of such a dwelling a covenant from every purchaser or lessee thereof to pay to the Trust the sum of at least £189 (one hundred and eighty nine pounds) per annum Index Linked payable in advance upon completion of each such purchase or lease.
- 13.1 The Trust hereby covenants with the Council to produce or cause to be produced to the Council, if requested in writing to do so, written confirmation of all such payments as aforesaid to the Trust.
- 13.2 The Original Owners (which for the purpose of this Clause means the owners of the Development Land at the date of executing this Deed) hereby covenant with the Trust and the Council that they will assure the financial obligations of the Trust arising under Clauses 5,7,8 and 9 hereof whether by means of collateral security, bank guarantees or otherwise **PROVIDED ALWAYS** that the Original Owners' obligation in that regard shall not exceed the level or term of the financial parameters set out in the Business Plan.

Miscellaneous

- 14.0 In the event of any dispute arising between the parties hereto in respect of any matter contained in this agreement then unless the relevant part of the agreement indicates to the contrary the same

shall be referred to an expert being an independent person to be agreed upon between the parties hereto or, at the request and option of the parties, to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society:

- (a) in respect of planning and valuation matters, including assessment of a price and whether a condition requiring reasonableness on the part of a party hereto has been satisfied, a Chartered Surveyor having not less than 10 years' experience dealing with such matters; and,
- (b) in respect of legal matters including interpretation, meaning and effect of this agreement and the drafting of any documents pursuant to it a Chancery Barrister of not less than 10 years' call

and such independent person shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be in his award.

14.1 The said expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 42 days from the date of his appointment to act.

14.2 The said expert shall be required to give notice to each of the said parties inviting each of them to submit to him within 10 working days written submissions and supporting material and shall afford

to each of the said parties an opportunity to make counter submissions within a further 5 working days in respect of any such submissions and material and his decision shall be given in writing within 42 days of his appointment with reasons and in the absence of manifest error shall be binding on the parties hereto.

- 14.3 Any notice to be served under this agreement shall be given in writing and sent either by pre-paid recorded delivery or by facsimile to the parties at the addresses set out in the preamble to this agreement unless a party has previously elected a different address for service, such election to be made in writing to all of the other the parties hereto and such notice shall be deemed to be given on the date on which it is posted or transmitted as the case may be.

Costs

- 15.0 The Original Owners shall, within 28 days of the date hereof, pay or cause to be paid to the Council the sum of £2,500 inclusive of VAT by way of a contribution towards the costs incurred by the Council in settling this agreement.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered on the day and year first before written.

SIGNED AS A DEED by Adam George Andrew Cooke)

in the presence of:)

Adam George Andrew Cooke
10 Birchbeck Road Spalding Lincs

SIGNED AS A DEED by Peter Edward Delanoix Cooke)

in the presence of:)

Peter Edward Delanoix Cooke

SIGNED AS A DEED by Andrew Delanoix Cooke)

in the presence of:)

Andrew Delanoix Cooke

EXECUTED AS A DEED on behalf of ED & AD Cooke (Bourne Farms)

Limited by the signatures of

AD Cooke

Director

Michael William North

Director/Secretary

EXECUTED AS A DEED on behalf of ^{The} Santhouse Pensioner Trustee Company Limited by the signatures of

[Signature]

Director

Director/Secretary

SIGNED AS A DEED by Michael William North)

in the presence of:)

J.L. Sharpe

J.L. Sharpe
10 Birchbeck Road Spalding⁴⁸ Lincs

[Signature]

SIGNED AS A DEED by Philip Turner

in the presence of:

G.B. England
10 Pinchbeck Road
Spalding

) *P. Turner*
)

SIGNED AS A DEED by Ann Hudson

in the presence of:

G.B. England

) *A. Hudson*
)

SIGNED AS A DEED by Judith Turner

in the presence of:

G.B. England

) *Judith Turner.*
)

EXECUTED AS A DEED on behalf of Elsea Park Community Trust by the signatures of

M. Shaker
.....
Director

P. Cooke
.....
Director/Secretary

THE COMMON SEAL of SOUTH KESTIVEN DISTRICT COUNCIL

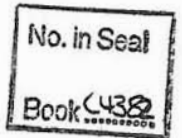
was hereunto affixed in the presence of:

P. Kirby



THE COMMON SEAL of LINCOLNSHIRE COUNTY COUNCIL

was hereunto affixed in the presence of:

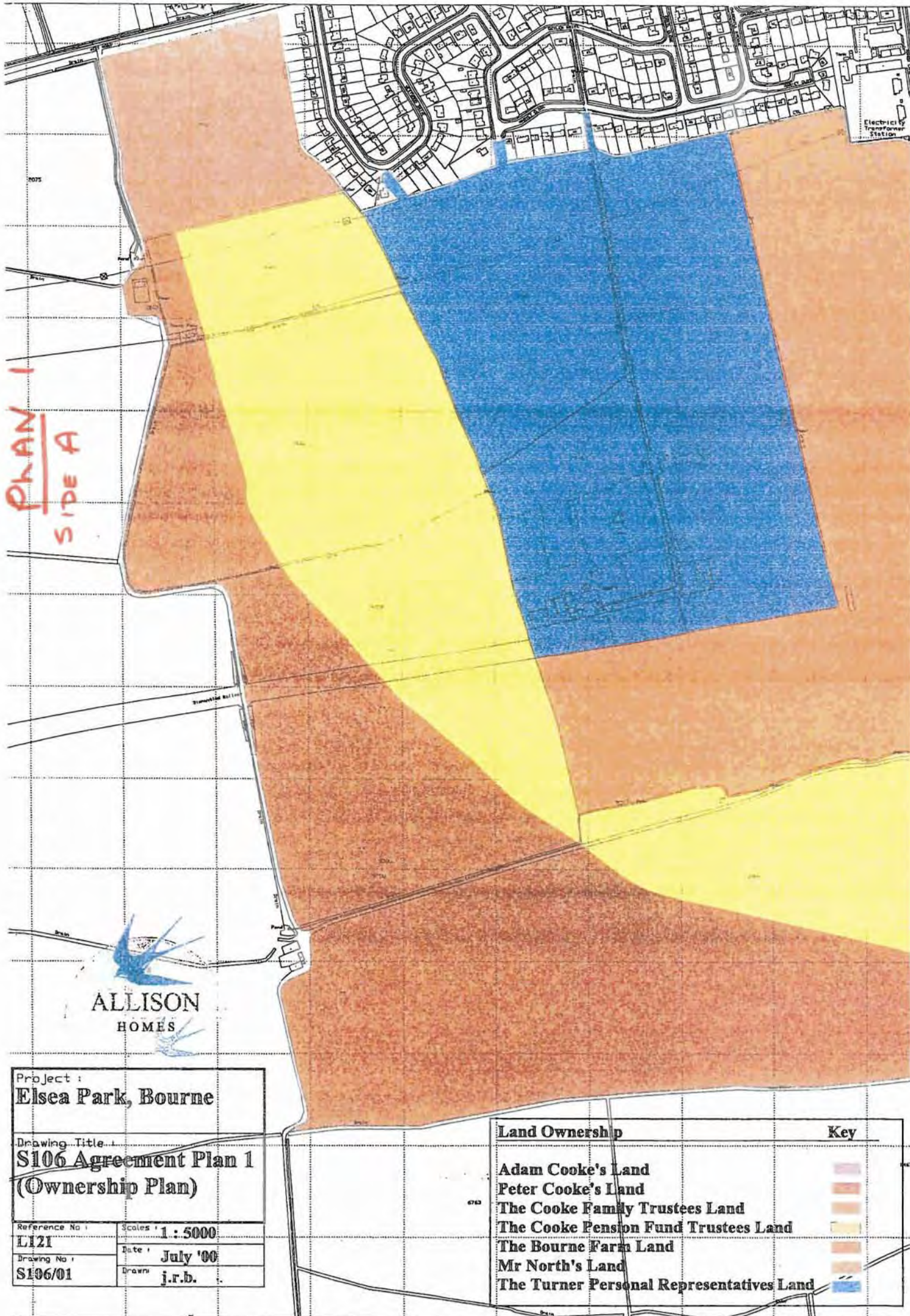


RA Little

Authorised Officer



PLAN 1 – Land Ownership



Project :
Elsea Park, Bourne

Drawing Title :
**S106 Agreement Plan 1
(Ownership Plan)**

Reference No : L121	Scales : 1 : 5000
Drawing No : S106/01	Date : July '00
	Drawn : j.r.b.

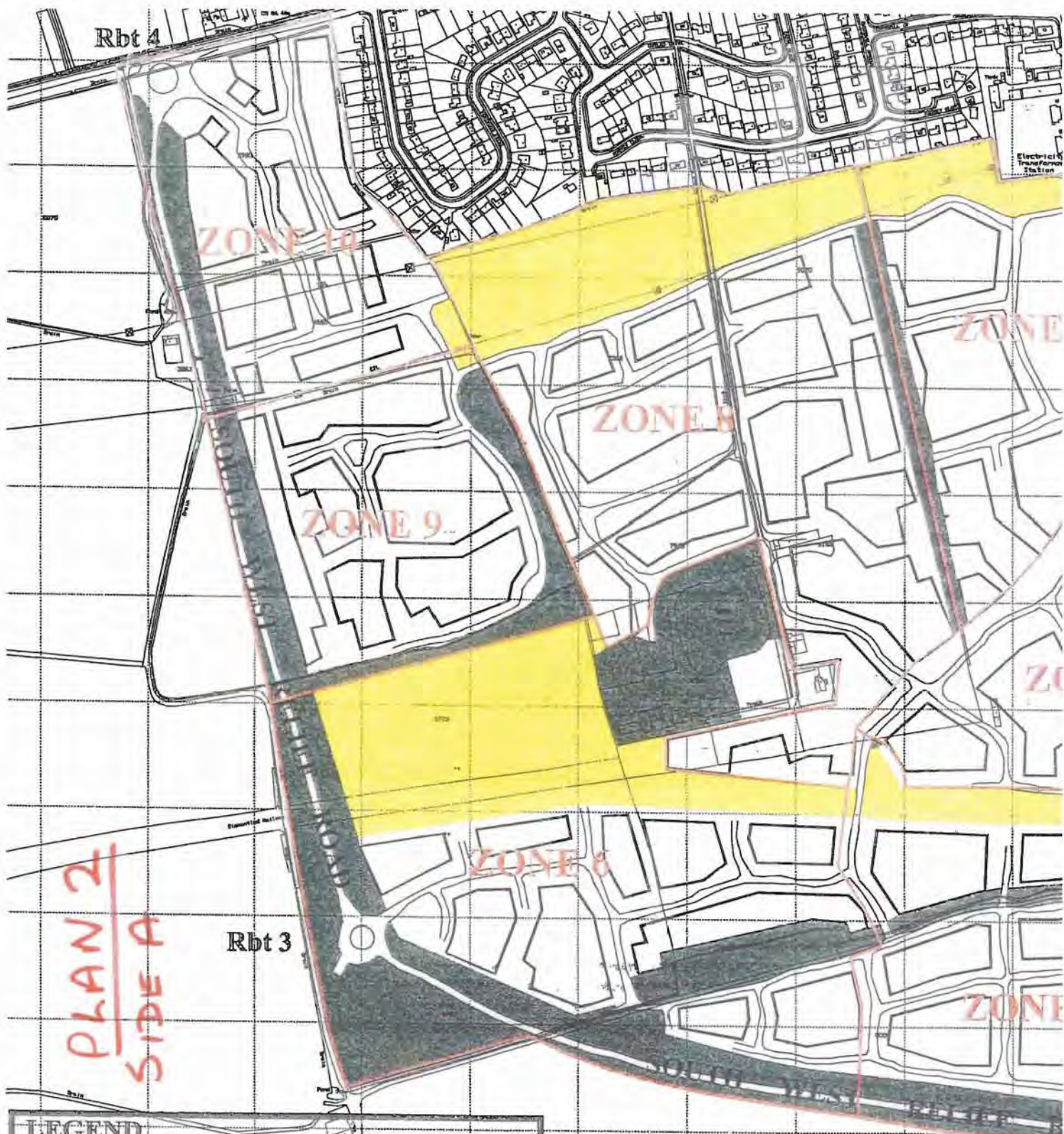
Land Ownership	Key
Adam Cooke's Land	
Peter Cooke's Land	
The Cooke Family Trustees Land	
The Cooke Pension Fund Trustees Land	
The Bourne Farm Land	
Mr North's Land	
The Turner Personal Representatives Land	



PLAN 1 - SIDE B



PLAN 2 – Areas Subject to Proposed Land Transfers



LEGEND

Zones	Recreation / Space (ha)	Green Land (ha) (Woodland/Ecological habitat land)
1	1.4782	3.7526
2	0.4090	1.3400
3	1.0378	0.0000
4	1.6823	2.9739
5	0.0000	3.5889
6	4.9039	6.9768
7	1.1761	0.3419
8	3.2532	0.4187
9	0.0381	1.8585
10	0.1084	0.7642
Total	14.0871 ha	22.0155 ha

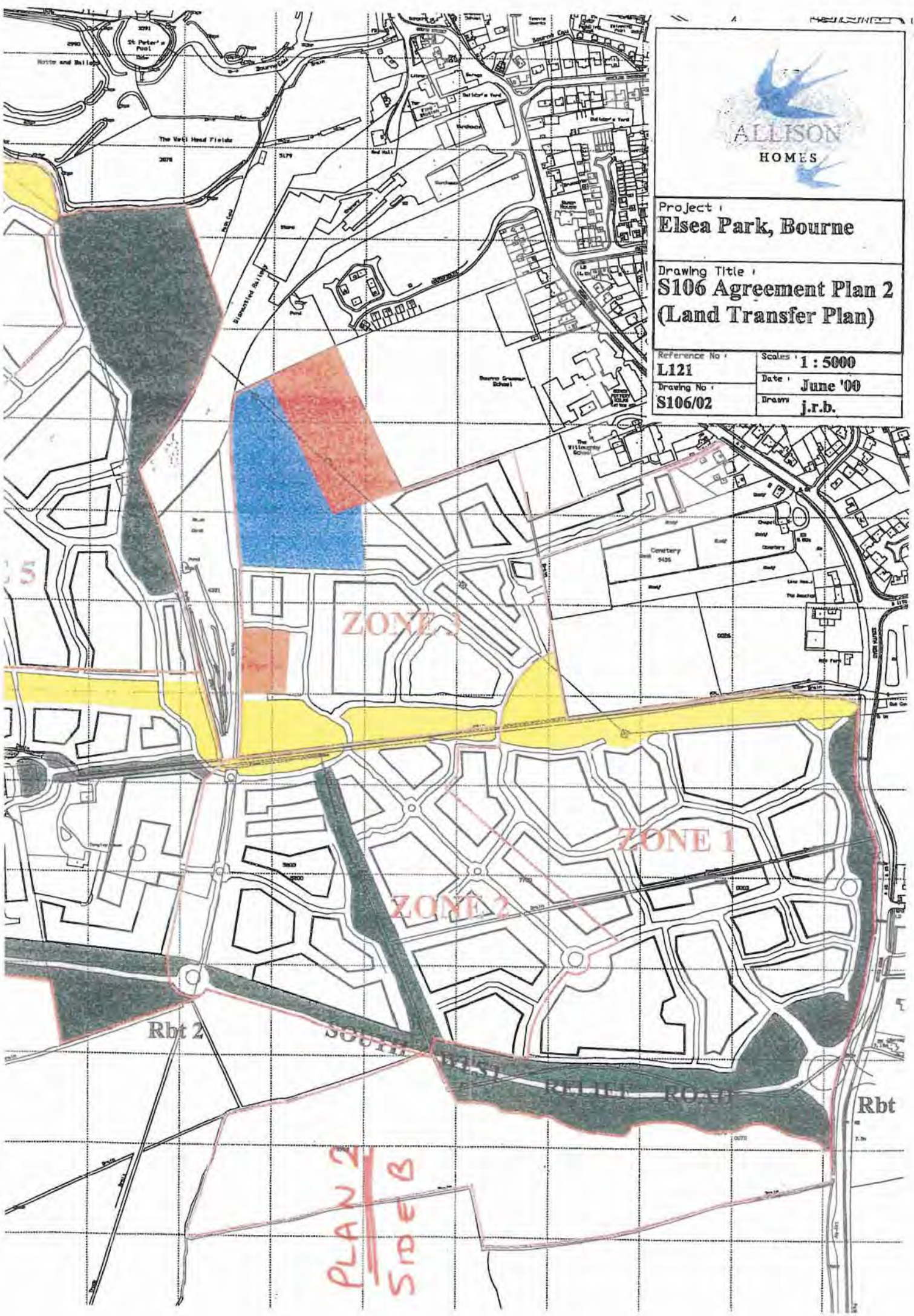
Within each zone,
2 to 3 play areas not
less than 350m2 & 1
Area play space of not
less than 2000m2 to be
provided.

LEGEND

Community Centre Land	
Primary School Land	
Secondary School Land	



Project : Elsa Park, Bourne	
Drawing Title : S106 Agreement Plan 2 (Land Transfer Plan)	
Reference No : L121	Scales : 1 : 5000
Drawing No : S106/02	Date : June '00
	Drawn : j.r.b.





PLAN 3 – Zonal Plan



Rev.D General Revisions March 2000
 Rev.C General Revisions Aug 99
 Rev.B General Revisions Aug 98
 Rev.A General Revisions Aug 95



0 50 100 150 200 250m

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CHD: RT APP: RT DATE: NOV.95

DWG. NO: 1103LP/1D

REV 'A' ZONE 1 & 2 BOUNDARY AMENDED 07/11/00

Project:

Elsea Park, Bourne

Drawing Title:

S106 Agreement Plan
 (Zoning Plan)



DENOTES ZONE

PLAN 3 /
SITE B





SCHEDULE 1

Memorandum and Articles of Association - Elsea Park Community Trust

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

Elsea Park Community Trust

1. The name of the Company is "Elsea Park Community Trust" (referred to in this document as "the Trust").
2. The registered office of the Trust will be situated in England and Wales.
3. The objects of the Trust are to pursue any charitable purpose for the benefit of people who live or work in Elsea Park Bourne and its environs in the county of Lincolnshire (hereinafter referred to as "the area of benefit"), without distinction of sex sexual orientation race or of political religious or other opinions by associating together the said inhabitants and the local authorities voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants;
 - (a) establish or secure the establishment of a Community Centre and to maintain and manage the same (whether alone or in co-operation with any local authority or other person or body) in furtherance of these objects;
 - (b) promote the use of public transport, cycleways, pedestrian links, car sharing schemes and such other transport initiatives as shall be compatible with the objects of the Trust;
 - (c) establish or secure the establishment of play spaces and open recreational and amenity spaces within the area of benefit and maintain and manage the same; and,
 - (d) promote such other charitable purposes as may from time to time be determined
4. In furtherance of the above but not otherwise, the Trust shall have the following powers:
 - (a) To own and manage land and buildings in the area of benefit for charitable purposes;

(b) To co-operate with statutory, voluntary and other bodies which are supportive of the aims of the Trust;

(c) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Trust may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Trust may think necessary for the promotion of its objects;

(d) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter

(e) To run lectures, seminars, conferences and courses;

(f) To raise funds and invite and receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Trust's objects or any of them and to hold funds in trust for same, provided that the Trust shall not undertake any permanent trading activities in raising funds for its charitable objects;

(g) Subject to such consents as may be required by law (if any) to borrow or raise money for the Trust on such terms and on such security as may be thought fit;

(h) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects;

(i) To undertake and execute any charitable trusts which may be lawfully undertaken by the Trust and may be necessary to its objects;

(j) To invest the moneys of the Trust not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;

(k) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Trust subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;

(l) To engage or employ such personnel (not being members of its Board of Trustees), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Trust;

(m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to open and operate bank accounts and other facilities for banking in the name of the Trust;

(n) To pay out of the funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust.

(o) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

PROVIDED THAT:

(p) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

(q) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property that may come into their hands the Board of Trustees (being the directors of the Trust) shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such Board of Trustees of the Trust would have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Trustees but they shall, as regards such property, be subject jointly and separately to such control and authority as if the Trust were not incorporated;

(r) The objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

5. In carrying out its objects, the Trust shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.
6. The income and property of the Trust shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Trust and no member of the Board of Trustees shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or

moneys worth from the Trust, PROVIDED THAT nothing shall prevent any payment in good faith by the Trust:

(a) Of the usual professional charges for business done by any Board of Trustees member who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his, when instructed by the Trust to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board of Trustees benefit under this provision and that a Board of Trustees member shall withdraw from any meeting at which her or his remuneration or appointment, or that of her or his partner, is under discussion;

(b) Of reasonable and proper remuneration to any member, officer or servant of the Trust (not being a member of its Board of Trustees) for any services rendered to the Trust;

(c) Of interest on money lent by any member of the Trust (or of its Board of Trustees) at a rate per annum not exceeding 2 per cent less than the base lending rate of a clearing bank to be selected by the Trustees;

(d) Of reasonable and proper rent for premises demised or let by any member of the Trust (or of its Board of Trustees);

(e) Of fees, remuneration or other benefits in money or moneys worth to a Company of which a member of the Board of Trustees may be a member holding not more than 1/100th part of the capital of the Trust;

(f) To any member of the Board of Trustees in respect of reasonable out-of-pocket expenses.

7. The liability of the members is limited.
8. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up during the time s/he or it is a member, or within one year afterwards, for the payments of the debts and liabilities of the Trust contracted before the time at which s/he or it ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound.
9. If upon the winding up or dissolution of the Trust there remains after the satisfaction of its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Trust but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust and which shall prohibit the distribution of its or their income to an extent as least as great as is imposed on the Trust under or by virtue of clause 6 above, such institution or institutions to be

determined by the members of the Trust at or before the time of dissolution, and in so far as effect cannot be given to this provision, then to some other charitable object within the area of benefit.

10. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Trust to cease to be a charity in law.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

PAUL RICHARD OSBORNE
Rosebriars
Stonegate
Spalding
Lincolnshire
PE11 2PE

GEOFFREY ROBERT HARROD
Glendower House
Main Street
Belmesthorpe
Stamford
Lincolnshire
PE9 4JQ

Dated the 17th day of May 2001

Witness to the above Signatures:-

KAREN MILLINGTON
10 Pinchbeck Road
Spalding
Lincolnshire
PE11 1PZ

Articles of Association of Elsea Park Community Trust

Interpretations

1. In these articles:

"Affiliated Group" means an association or organisation whether corporate or unincorporated (and including branches of national or international organisations) which operates solely or in part within the Area of Benefit which is voluntary or non-profit distributing and which wishes to support the objects of the Trust.

"Authorities" means the Statutory Authorities in whose administrative area the area of benefits lies

"Elsea Park" means Elsea Park Bourne Lincolnshire

"in writing" shall be taken to include references to writing, printing, photocopying and other methods of representing or reproducing words in a visible form.

"Owner" means a person who is the sole owner or a joint owner of one or more Residential Units.

"Residential Unit" means a unit of residential accommodation at Elsea Park

"Secretary" means any person appointed to perform the duties of the Secretary of the Trust.

"the Act" means the Companies Act 1985 as amended by the Companies Act 1989 and any other amendments from time to time in force.

"the articles" and "these articles" means the Articles of Association of the Trust

"the Board of Trustees" means all those persons appointed to perform the duties of directors of the Trust and "Trustee" and "Trustees" shall be construed accordingly.

"the Commissioners" means the Charity Commissioners for England and Wales.

"the Declaration Trustees" means Adam Cooke Peter Cooke Michael William North and Judith Turner

"the Seal" means the common seal of the Company.

"the Trust" means the above-named Company.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing natural persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these articles shall bear the same meaning as in the Act.

Members

- 2.1. The subscribers of the Memorandum of Association of the Trust and such other persons as may be admitted to membership as Full Members or Affiliated Group Members or Local Authority Members in accordance with the articles shall be members of the Trust.
- 2.2. An Owner may apply for membership of the Trust as a Full Member and no person who is not an Owner shall be admitted to membership of the Trust as a Full Member.
- 2.3. In the case of a Residential Unit which is owned by more than one person only one such person shall be entitled to be a Full Member by reason of his joint ownership of that Residential Unit.
- 2.4. An Affiliated Group may apply for membership of the Trust as an Affiliated Group Member and no association or organisation which is not an Affiliated Group shall be admitted to membership of the Trust as an Affiliated Group Member.
- 2.5. An Authority may apply for membership of the Trust as a Local Authority Member and no person association or organisation which is not an Authority shall be admitted to membership of the Trust as a Local Authority Member.
3. Every person wishing to become a member of the Trust shall deliver to the Board of Trustees an application for membership executed by him and subject to Articles 2.2, 2.3, 2.4, 5 and 73 the Trustees shall procure that he shall thereupon become a member of the Company.
4. The application for membership shall be in the following form or a form as near thereto as circumstances allow or in any other form of which the Trustees may approve

APPLICATION FOR MEMBERSHIP

ELSEA PARK COMMUNITY TRUST

R/o [■]

(date)

Dear Sirs

I hereby apply to become a member of your Company as a Full Member/Affiliated Group Member/Local Authority Member subject to the Memorandum and Articles of Association of the Company and I authorise you to place my name on the Register of Members of the Company.

Yours faithfully

(signature of or on behalf of applicant)

5. The Board of Trustees may decline to admit to membership any person if in their absolute discretion they consider that it is not in the best interests of the Trust for that person to become a member.
6. In the event that the Board of Trustees should refuse any application for membership, the applicant may appeal to a Board of Trustees meeting, the decision of which shall be final.
7. No person association organisation or Authority shall be admitted to membership of the Trust unless s/he or it has paid (or has agreed to pay) any annual subscription for the time being in force.

Appointed Representatives and Alternates

8. Each Affiliated Group Member and Local Authority Member shall appoint one individual being a member or employee thereof to represent and vote on its behalf at general meetings of the Trust and may appoint an alternate being a member or employee thereof to replace its appointed representative as an observer at such meetings if the appointed representative is unable to attend. An Affiliated Group Member or Local Authority may remove any appointed representative or alternate so appointed and appoint another in his place. Such appointment or removal shall be made by notice in writing to the Trust signed by a duly authorised person and delivered to the Trust at its registered office or to the Secretary or to a meeting of the Trustees

Registers of Members

9. The Trust shall maintain a Register of Members in which shall be recorded the name and address of every member, the category of membership and the dates on which they became a member and on which they ceased to be a member. A member shall notify the Secretary in writing within seven days of a change to her, his or its name or address.

Cessation of Membership

10. The rights and privileges of a member shall not be transferable nor transmissible and all such rights and privileges shall cease upon the member ceasing to be such.

A member shall cease to be a member if s/he or it:

- 10.1 resigns in writing to the Secretary, Provided that after such retirement the number of members is not less than two; or
- 10.2 fails to pay any monies due to the Trust within three months of it becoming due and the Board of Trustees resolves that he should cease to be a member; or
- 10.3 in the opinion of the Board of Trustees ceases to fulfill any of the qualifications for membership as a Full Member or as an Affiliated Group Member or as a Local Authority Member;
- 10.4 dies, if an individual person; or
- 10.5 is wound up becomes bankrupt or goes into liquidation, if a corporate body, association, partnership or sole trader; or
- 10.6 is expelled by the Board of Trustees for conduct prejudicial to the Trust, provided that any member so expelled shall be entitled to appeal to a Board of Trustees meeting, the decision of which shall be final.

General Meetings

11. The Trust shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Every Annual General Meeting except the first shall be held not more than fifteen months after the last preceding Annual General Meeting. Provided the first Annual General Meeting shall be held within eighteen months of incorporation, it need not be held in the year of incorporation or in the following year.
12. The business of an Annual General Meeting shall comprise:
 - (a) the consideration of the Report and Accounts presented by the Board of

Trustees;

- (b) the announcement of the results of the election to Board of Trustees;
 - (c) the appointment and the fixing of the remuneration of the auditor or auditors;
 - (d) such other business as may have been specified in the notice calling the meeting.
13. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
14. The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of the Trust may call a general meeting.

Notices

15. An Annual General Meeting and any General Meeting which is to consider a Special Resolution or a resolution to remove the auditor or a member of the Board of Trustees shall be called by at least twenty-one clear days notice. Any other General Meeting shall be called by at least fourteen clear days notice.
16. Notice of every General Meeting shall be given in writing to every member of the Trust and to the auditors and to such other persons who are entitled to receive notice, and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their last known address or (if applicable) registered office.
17. Notice of all meetings shall be given exclusive of the day on which it is served and the day for which it is given or on which it is to take effect and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a resolution to remove a Board of Trustees member or the auditor, such resolution shall be specified in the notice calling that meeting. In the case of all other General Meetings, the general nature of the business to be considered shall be specified.
18. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at General Meetings

19. Only members present in person, including representatives of member organisations, shall be entitled to vote. Proxy voting is not permitted.

20. Only one vote may be cast by or for each member on any particular resolution.
21. Decisions at General Meetings shall be made by passing resolutions as follows:
 - 21.1. Decisions involving an alteration to the Memorandum or Articles of Association of the Trust and other decisions so required from time to time by statute or these articles shall be made by Special Resolution. A Special Resolution is one passed by a majority of not less than three-fourths of votes cast.
 - 21.2. All other decisions shall be made by Ordinary Resolution requiring a simple majority vote of votes cast.
22. No business shall be transacted at a General Meeting unless a quorum is present. Until the conclusion of the first Annual General Meeting of the Trust two persons entitled to vote upon the business to be transacted shall constitute a quorum. After the conclusion of the first Annual General Meeting of the Trust, five persons entitled to vote upon the business to be transacted, each being a Full Member or a duly authorised representative of an Affiliated Group Member or a Local Authority Member, or one tenth of the total number of such persons for the time being whichever is the greater, shall constitute a quorum.
23. If thirty minutes after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until such time and place as the Board of Trustees may decide, and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only.
24. At every General Meeting the Chair of the Trust shall preside, but if s/he is not present twenty minutes after the time appointed for the commencement of the meeting the members present shall choose one of their number to be Chair of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
25. The Chair may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
26. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two

Members present in person or by authorised representative. Unless a secret ballot be so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the proceedings of the Trust shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolution.

27. If a secret ballot is duly demanded it shall be taken in such a manner as the Chair directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
28. The demand for a secret ballot may be withdrawn.
29. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded.
30. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair of the meeting shall have a second or casting vote.

Board of Trustees

31. The first Trustees shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act who shall be deemed to have been appointed under the articles. Until the conclusion of the first Annual General Meeting of the Trust the number of members of the Board of Trustees shall be not more than eleven and not less than two and Trustees shall be appointed by the Board of Trustees
32. After the conclusion of the first Annual General Meeting of the Trust and unless otherwise determined by the Trust in General Meeting, the number of members of the Board of Trustees shall be not more than eleven and not less than six.
33. After the conclusion of the Trust's first Annual General Meeting and until the conclusion of the Trust's fifth Annual General Meeting the composition of the Board of Trustees shall be as follows:-
 - 33.1. one member who is an Owner elected by the Full Members
 - 33.2. one person having a particular interest in the welfare of persons under the age of 18 elected by the Full Members
 - 33.3. one person who is the authorised representative of an Affiliated Group elected by the Affiliated Group Members
 - 33.4. one person nominated by South Kesteven District Council

- 33.5. one person nominated by Bourne Town Council
- 33.6. five persons being either Declaration Trustees appointed by the Declaration Trustees or other persons nominated by the Declaration Trustees
- 33.7. three persons nominated by the Declaration Trustees
- 33.8. one person nominated by Swallow Homes Limited
- 34. After the conclusion of the fifth Annual General Meeting of the Trust the composition of the Board of Trustees shall be as follows:-
 - 34.1. three Full Members elected by the Full Members
 - 34.2. one person having a particular interest in the welfare of persons under the age of 18 elected by the Full Members
 - 34.3. one person who is the authorised representative of an Affiliated Group elected by the Affiliated Group Members
 - 34.4. one person nominated by South Kesteven District Council
 - 34.5. one person nominated by Bourne Town Council
 - 34.6. not more than four persons who may but need not be members of the Trust co-opted by the Board of Trustees and including three persons allotted honorary positions of Chair Treasurer and Legal Advisor respectively
- 35. The Board of Trustees may at any time fill casual vacancies on the Board in respect of elected members by co-option provided the overall composition specified in Articles 33 and 34 shall always be maintained.
- 36. At the first Annual General Meeting all the Trustees shall retire from office and at every subsequent annual general meeting one-third of the elected members of the Board of Trustees, or if their number is not a multiple of three then the number nearest to one third, shall retire from office. The members to retire shall be those longest in office since their last election. Regarding members who have been in office for the same length of time, the members to retire shall be selected by lot. A retiring member shall be eligible for re-election provided no person shall serve for a continuous period of more than six years without a break of at least one year. In this context the term 'year' means the period between one Annual General meeting and the next.
- 37. At every Annual General Meeting, all co-opted members of the Board of Trustees shall retire from office and shall be eligible for further co-option.
- 38. Procedures for the co-option of members of the Board of Trustees shall be determined from time to time by the Board of Trustees.

39. Elections for membership of the Board of Trustees shall take place as follows:
- 39.1. The Board of Trustees shall nominate persons to stand for election for places on the Board specified in Articles 33.1 to 33.3 or Articles 34.1 to 34.3. In making a nomination the Board shall ensure the member concerned may equitably represent the category s/he will occupy on the Board. A person shall not be eligible for nomination for more than one category and shall have been a member or an authorised representative for at least three months prior to the date of nomination.
 - 39.2. Nominated persons shall be circulated at least 56 days before the date set for the Annual General Meeting with nomination forms, which must specify the name and address of the person nominated, the category within which the person is nominated, the number of vacant places within the category, and the date by which nomination forms must be returned to the Secretary signed by the person nominated if he wishes to accept the nomination to go forward for election as a Trustee
 - 39.3. Nomination forms must be returned to the Secretary at least 28 days before the date set for the Annual General Meeting.
 - 39.4. All relevant members of the Trust shall be circulated at least 21 days before the date set for the Annual General Meeting with numbered ballot forms. Each ballot form shall contain the name of each individual nominated in any category of Board membership in respect of which the member receiving the ballot form is entitled to vote and the particulars of that person which would, if he were so appointed or re-appointed be required to be included in the Trust's register of trustees and the form shall specify the number of vacant places on the Board available within the relevant category. Members shall be invited to vote for the nominee(s) of their choice up to the maximum number of places available by placing an "X" against the name of each nominee for which they wish to vote. Only one vote may be cast in favour of each nominee. The ballot form shall also specify the procedure for lodging votes in accordance with article 39.5, below.
 - 39.5. Ballot forms must be returned in sealed envelopes and must be delivered to the Secretary before the time set for the commencement of the Annual General Meeting.
 - 39.6. The Chair of the Annual General Meeting shall arrange for the counting of the votes and shall declare the results of the elections at the meeting. Newly elected members of the Board of Trustees shall commence their period of office from the close of the Annual General Meeting.
 - 39.7. In the event of more than one nominee receiving the same number of votes, which would otherwise have been sufficient for her/him to be elected, the tie shall be decided by a majority vote of the members present in the appropriate category of membership.

- 39.8. The accidental omission to send nomination forms or ballot papers to a member or their non-receipt by the Secretary for any reason shall not invalidate electoral proceedings.
40. For the avoidance of doubt, members of the Board of Trustees are directors of the Trust within the meaning of the Companies Act, and charity trustees within the meaning of charity law.
41. Under no circumstances shall any of the following serve as Board of Trustees members:
- 41.1. employees of the Trust;
 - 41.2. individuals aged under eighteen years;
 - 41.3. individuals who are bankrupt or who are otherwise disqualified by law from serving as Trust directors;
 - 41.4. individuals who have an unspent conviction involving dishonesty or who are otherwise disqualified by law from serving as charity trustees;
 - 41.5. a person who, in circumstances that had he already been a trustee he would have been disqualified from acting under the provisions of Article 43.
42. Board of Trustees members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Board of Trustees or General Meetings of the Trust or in connection with the business of the Trust, but otherwise - subject to Clause 6 of the Memorandum of Association of the Trust - shall receive no remuneration.
43. A member of the Board of Trustees shall cease to be such immediately if s/he:
- 43.1. resigns her/his office in writing to the Trust; or
 - 43.2. if an elected member, ceases to be a member of the Trust, or is the representative of an organisation which ceases to be a member, or is the representative of Member organisation which replaces her/him as its representative or
 - 43.3. fails to attend three consecutive meetings of the Board of Trustees without good reason, and the Board of Trustees decide that by virtue of such absence s/he shall cease to hold office; or
 - 43.4. in the opinion of a majority of the Board of Trustees, fails to declare her/his interest in any contract as referred to in article 51 or
 - 43.5. becomes bankrupt or, in the opinion of the Board of Trustees, incapable on

medical or psychological grounds of carrying out the duties of a Board of Trustees member; or

- 43.6 is removed from office by resolution of the Trust in General Meeting in accordance with Section 303 of the Act; or
- 43.7 is disqualified by law from serving as a director of a company or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

Honorary Officers

- 44 The Trust shall have a Chair, Treasurer and Legal Advisor co-opted by the Board as specified in Article 34.6 and such other honorary positions as the Board sees fit.

Powers and Duties of the Board of Trustees

- 45 The business of the Trust shall be managed by the Board of Trustees who may pay all expenses of the formation of the Trust as they think fit and may exercise all such powers of the Trust as may be exercised and done by the Trust and as are not by statute or by these articles required to be exercised or done by the Trust in General Meeting, including the power to set annual subscriptions.
- 46 No regulation made by the Trust in General Meeting shall invalidate any prior act of the Board of Trustees which would have been valid had that regulation not been made.
- 47 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Trust shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Board of Trustees shall from time to time direct, provided that all instruments of expenditure above a certain limit specified by the Board of Trustees must be signed by at least two Board of Trustees members.
- 48 Without prejudice to its general powers, the Board of Trustees may exercise all the powers of the Trust:-
 - 48.1 to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Trust, subject to such consents as may be required by law; and/or
 - 48.2 to expend the funds of the Trust in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Trust such part of the funds as they may see fit and to direct the sale or transportation of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Trust; and/or

- 48.3 to enter into contracts in the name of the Trust

Proceedings of the Board of Trustees

- 49 Members of the Board of Trustees may meet together for the despatch of business and may adjourn and otherwise regulate their meetings as they think fit.
- 50 Questions arising at any meetings shall be decided by a majority of votes, each member of the Board of Trustees having one vote. In the case of an equality of votes, the Chair of the meeting shall have a second or casting vote.
- 51 A member of the Board of Trustees shall declare an interest in any matter in which s/he has a personal material or financial interest or any matter arising from it and shall neither speak nor vote nor be counted in the quorum present at a meeting in respect of such a matter and shall withdraw from a meeting whilst such a matter is discussed.
- 52 An honorary officer may and the Secretary on the requisition of two or more Board of Trustees members shall summon a meeting of the Board of Trustees by giving reasonable notice to all its members. It shall not be necessary to give notice of a meeting of the Board of Trustees to any of its members for the time being absent from the United Kingdom.
53. Prior to the conclusion of the first Annual General Meeting of the Trust the quorum necessary for the transaction of the business of the Board of Trustees shall be two Trustees. Following the conclusion of the first Annual General Meeting of the Trust and prior to the conclusion of the fifth Annual General Meeting of the Trust the quorum necessary for the transaction of the business of the Board of Trustees shall be four Trustees of whom at least three shall be Trustees holding office pursuant to Articles 33.6. or 33.7. Following the conclusion of the fifth Annual General Meeting of the Trust the quorum necessary for the transaction of the business of the Board of Trustees shall be six Trustees of whom at least three shall be Trustees holding office pursuant to Articles 34.1. to 34.3.
54. The Board of Trustees may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these articles, the Board of Trustees may act for the purposes of increasing their number, or of summoning a General Meeting of the Trust, but for no other purpose.
55. At every meeting of the Board of Trustees the Chairperson of the Trust shall preside, but if s/he is not present twenty minutes after the time appointed for the commencement of the meeting the Board of Trustees members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
56. The Board of Trustees shall cause accurate records to be made, in books

provided for that purpose, of:

- 56.1. the name, details and date of appointment of all persons appointed to office;
 - 56.2. the names of the Board of Trustees members, officers, members, representatives and other persons present at all General, Board of Trustees and Sub-Committee meetings of the Trustees;
 - 56.3. minutes of all proceedings and resolutions at all General, Board of Trustees and Sub-Committee meetings of the Trustees;
 - 56.4. all applications of the Seal to any document.
57. All such records and minutes shall be open to inspection during normal working hours by any member of the Board of Trustees and by any person authorised by the Trust in General Meeting. Minutes of General Meetings shall be available for inspection by any member of the Trust during normal working hours.
58. The Board of Trustees may appoint one or more sub-committees consisting of three or more members of the Board of Trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Board of Trustees would be more conveniently undertaken or carried out by a sub-committee PROVIDED THAT all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Board of Trustees.
59. All acts done by any meeting of the Board of Trustees or by any person acting as a member of the Board of Trustees shall, even if it be afterwards discovered that there was some defect in the appointment of any such Board of Trustees member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board of Trustees member.
60. A resolution in writing, signed by all the Board of Trustees members for the time being entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Board of Trustees, and may consist of several documents in the same form, each signed by one or more Board of Trustees members..
61. The Board of Trustees may at their discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Secretary

62. The Board of Trustees shall appoint a Secretary of the Trust upon such conditions as they think fit and any Secretary so appointed may be removed by them. No remuneration may be paid to a Secretary who is also a member of the Board of Trustees.
63. A provision of the Act or these articles requiring or authorising a thing to be done

by or to a Board of Trustees member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

The Seal

64. If the Trust has a Seal, it shall only be used by the authority of the Board of Trustees and every instrument to which the Seal shall be applied shall be signed by a Board of Trustees member and shall be countersigned by the Secretary or by a second Board of Trustees member. Every such application of the Seal shall be minuted.

Accounts

65. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

Annual report

66. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

Annual Return

67. The Trustees shall comply with their obligations under the Charities Act 1993 or (any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

Notices

68. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
69. The Trust may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Trust an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Trust.
70. A member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
71. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be

deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

72. Subject to the provisions of the Act, every Trustee or other officer or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by her/him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

Rules

- 73.1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Trust and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:-
- 73.1.1 the admission and classification of members of the Trust (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which the members may resign or have their membership terminated and the entrance fees, subscription and other fees or payments to be made by members;
 - 73.1.2 the conduct of members of the Trust in relation to one another, and to the Trust's servants;
 - 73.1.3 the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
 - 73.1.4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the articles;
 - 73.1.5 generally, all such matters as are commonly the subject matter of company rules.
- 73.2 The Trust in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient or bring to the notice of members of the Trust all such rules or bye laws, which shall be binding on all members of the Trust. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Dissolution

- 74 Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Trust shall have effect as if its provisions were repeated in these articles.



SCHEDULE 2
Planning Permission

OUTLINE PLANNING PERMISSION

Submitted by
Swallow Homes Ltd
Swallow House
Banbury Close
West Elloe Avenue
Spalding
Lincs
PE11 2BS

Part I - Particulars of application

Date of application	Application No.
8th February 1994	SK.94/0125/12

Applicant: AGA, PED & ADC Cooke Bourne (Farms) Ltd, Santhouse
Pensioner Trustee Co Ltd, MW North, P & J Turner, A Hudson
Proposal: Residential and associated development, link road, estate roads,
open space and landscaping
Location: Land between West Road and South Road Bourne

Part II - Particulars of decision

The South Kesteven District Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 that **outline planning permission has been granted** for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted subject to the following condition(s):

General conditions

- 1 Application for approval of reserved matters must be made not later than the expiration of twenty years beginning with the date of this permission, and the development must be begun not later than whichever is the later of the following dates:
 - (a) the expiration of five years from the date of this permission;
 - or
 - (b) the expiration of two years from the final approval of the reserved matters, or, in the case of approval on different dates, the final approval of the last such matter to be approved.
- 2 This consent relates to the application as amended by Drawing No. E0843/53 dated 22nd September 1998 and received on 10 October 1998, and the Design and Development Brief dated June 2000 (including Concept Masterplan reference 1105/LP/1E Rev. E dated May 2000).

by the District Planning Authority and no development to which these matters relate shall be carried out until these matters have been approved:-

- (i) detailed drawings of the estate layout to a scale of not less than 1/500 showing the siting of all buildings and means of access thereto from an existing or proposed highway and site contours at one metre intervals;
- (ii) detailed drawings to a scale of not less than 1/100 showing the siting, design and external appearance of the buildings including particulars of the materials to be used for external walls and roofs;
- (iii) a scheme of landscaping.

4 When the first application for the 'reserved matters' is made, a detailed 'programme/phasing plan' showing the phases by which the site shall be developed shall be submitted to and approved by the District Planning Authority. The 'programme/phasing plan' shall indicate by reference to a plan, the detailed phases and sequence in which the residential development, commercial development, and community facilities shall be developed. Development shall proceed in accordance with the approved programme, unless the District Planning Authority gives its written consent to any variation.

5 When the first application for approval of reserved matters is made, a detailed plan, at a scale of not less than 1:2500 shall be submitted to and approved by the District Planning Authority showing the 'general layout' of the principal roads and footpaths/cycleways into and through the whole development site. The roads shall comprise Primary Distributor Roads, Local Distributor Roads, and Major Access Roads as defined in the Lincolnshire Design Guide for Residential Areas, or roads of equivalent status and carrying capacity. Development shall proceed in accordance with the approved 'general layout', unless the District Planning Authority gives its written consent to any variation.

6 All reserved matters for each of the detailed phases specified in the approved programme plan referred to in Condition 4 shall be submitted at the same time.

7 This consent shall comprise residential development and the following 'associated development', local neighbourhood retail facilities (Use Class A1), community centre and recreation/leisure facilities (Use Class D2), public house (Use Class A3), school (Use Class D1) and light industrial development (Use Class B1). The non-residential uses shall only be sited strictly in accordance with Concept Masterplan reference 1105LP/1C (Rev C) received on 13th October 1999, unless the District Planning Authority gives its written consent to any variation. The 'associated development' shall be used for the purposes specified above only, and shall not be used for any other purpose within the respective specified categories of the Town and Country (Use Classes) Order 1987 (or in any provision equivalent to those classes in any statutory instrument revoking and re-enacting that Order), without the prior written consent of the District Planning Authority.

written approval of the District Planning Authority, the works thereby approved shall be carried out in accordance with that approval unless subsequently otherwise approved in writing by the District Planning Authority.

Reserved matters applications - additional information

9 When application(s) is (are) made for approval of reserved matters in accordance with Conditions 3 and 6, full details of hard and soft landscape works shall be submitted to and approved by the District Planning Authority, and these works shall be carried out as approved. These details shall include proposed finished levels of contours, finished floor levels of dwellings, car parking layouts, other vehicle and pedestrian access and circulation areas, footpaths and cycleways, bus shelters, hard surfacing materials, structures (eg. street furniture and play equipment, refuse and other storage units, signs, lighting etc), proposed and existing functional services above and below ground (eg. drainage, power, communications cables, pipelines etc, indicating lines, masts etc), landscape features, and proposals for restoration and modification where relevant.

10 Before the development hereby permitted is commenced, final details of the materials to be used in the construction of external walls and roofs shall be submitted to and approved in writing by the District Planning Authority. Only such materials as may be agreed shall be used in the development.

11 Prior to the commencement of development on the site, there shall be submitted to, and approved in writing by the District Planning Authority a programme for the management, conservation and enhancement of the ecology of the site ('ecology management plan'), setting out the general principles and method statement for the management of the ecological resource of the site, together with the identification of the key constraints and features that require specific detailed management and or protection. The development shall be carried out in accordance with such a programme as may be approved.

12 Prior to the commencement of development in each of the identified respective phases of development within the approved 'programme/phasing plan' there shall be submitted to and approved by the District Planning Authority a detailed scheme for the management of the ecology of the site in accordance with the approved 'ecology management plan'. This detailed scheme shall include detailed proposals for the management of the key features identified in the management plan, and a timetable for the implementation of the measures. The works shall proceed in accordance with such details as may be approved, unless the District Planning Authority gives its prior written consent to any variation.

Landscaping and tree/hedgerow protection

13 When the first application for approval of reserved matters is made, a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small, privately owned domestic gardens shall be submitted to and approved by the District Planning Authority. The landscape management shall be carried out as approved.

include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishments); schedules of plants, noting species, plant sizes, and proposed numbers/densities; implementation programme.

- 15 The soft landscaping details required by Condition 09 above shall include a plan showing details of the exact location, species and spread of all trees and hedges on the site, and those proposed to be felled or uprooted during building operations, together with measures for the protection of retained trees/hedges during the course of development. The landscaping shall be carried out strictly in accordance with such details as may be approved.
- 16 Before development is commenced on the site, all existing trees shown on the approved plan shall be fenced off to the limit of their branch spread. No works (including removal of earth) storage of materials (including soil) vehicular movements or siting of temporary buildings shall be permitted within these protected areas.
- 17 All hard and soft landscaping works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of the first dwelling within the respective phase of the development as contained in the approved 'programme/phasing plan' referred to in Condition 04, or, in accordance with a programme of implementation that may have been agreed in writing with the District Planning Authority.
- 18 Landscape maintenance shall be carried out in accordance with the provisions of the landscape management plan referred to in condition 13 above. Any trees or plants which die, are removed or become seriously damaged or diseased during the development of the site or within a period of 5 years from the occupation of the penultimate dwelling upon the site shall be replaced in the next planting season with others of similar size and species, unless the District Planning Authority gives consent to any variation.
- 19 No development shall take place until there has been submitted to and approved in writing by the Local Planning Authority a plan indicating the positions, design, materials and type of boundary treatment to be erected. The boundary treatment shall be completed before the building(s) are occupied, or in accordance with a timetable agreed in writing with the Local Planning Authority. Development shall be carried out in accordance with approved details.
- 20 The submitted landscaping proposals shall include details of a landscaped bund to be constructed along the northern side of the south-west relief road (as indicated on Concept Masterplan reference 1105LP/1C Rev. C). The approved bund shall be constructed concurrently with the construction of the relief road.

21

Playing fields, recreational open space and amenity open space, and associated changing/storage facilities shall be provided in accordance with the Concept Masterplan reference 1105LP/1C Rev. C), in accordance with a programme of implementation that has been submitted to and approved by the District Planning Authority prior to the commencement development. Provision shall be carried out in accordance with the approved programme unless the District Planning Authority gives its written consent for any variation. The spaces provided shall not thereafter be used for any other purpose.

22

Provision shall be made within the development for the following equipped childrens play spaces:

- (a) Local Equipped Area for Play (LEAP) spaces (as defined by the National Playing Fields Association (1992)); to be provided at the ratio of one space per 100 dwelling units;
- (b) Neighbourhood Equipped Area for Play (NEAP) spaces (as defined by the National Playing Fields Association (1992));

to be provided at the ratio of one space per 200 dwellings; in accordance with a programme of implementation that shall accompany the submission of the first reserved matters on the site. Such a programme shall include details of the phases within which such areas shall be provided, together with the timing of provision and details of the maintenance regime to be applied to such equipment as may be provided. Provision and maintenance shall be in accordance with such details as may be approved, unless the district planning authority gives its written consent to any variation.

Utilities/Services

23

When the first application for the 'reserved matters' is made, that application shall be accompanied by details of the following:

- (a) the proposed means of disposal of foul and surface water from the site, together with a programme for the implementation of any on-site infrastructure;
- (b) proposals for the undergrounding of any overhead power lines crossing the site, together with a programme for the carrying out of such works.

The development shall be carried out in accordance with such details and programmes as may be agreed.

application site to the west of the pond described as 'Willow Pond' upon Concept Masterplan reference 1105LP/1C Rev. C, on the route of the former railway line, shall be accompanied by a scheme for the dispersal and treatment of landfill gases that may be present on the site, arising from gas-generating material on or near the application site. Such a scheme as may be approved shall be implemented in accordance with a programme of works that has been submitted to and approved by the district planning authority.

- 25 No development shall take place upon the application site until the applicant has secured the implementation of a programme of archaeological work, in accordance with a written scheme of investigation, which has been submitted by the applicant and approved by the District Planning Authority.

Noise

- 26 Construction work on the site shall not begin until there has been submitted to and approved by the district planning authority a scheme for protecting dwellings in the vicinity of the south-west relief road (as indicated on Concept Masterplan 1105LP/1C Rev. C) from noise arising from the use of the south west relief road. All works which form part of the approved scheme shall be completed before properties identified within the scheme are occupied.

Restrictions

- 27 None of the building operations hereby permitted shall take place on the land situated to the south and west of the proposed Primary Distributor Road, referred to on Concept Masterplan reference 1105LP/1C Rev. C as the South West Relief Road.

- 28 Not more than 1000 dwellings shall be erected on the site before 31st December 2010.

Affordable housing

- 29 Before the development is commenced there shall be submitted to and approved by the district planning authority a scheme for the provision of 5.46 hectares (13.5 acres) of affordable housing ("the overall affordable housing scheme"), sub-divided amongst the 10 zones defined on Drawing No. S106/02 - L121 dated June 2000 as follows:-

(i)	Zone 1:	0.61 hectares	(1.5 acres)
(ii)	Zone 2:	0.8 hectares	(2.0 acres)
(iii)	Zone 3:	0.4 hectares	(1.0 acres)
(iv)	Zone 4:	0.61 hectares	(1.5 acres)
(v)	Zone 5:	0.61 hectares	(1.5 acres)
(vi)	Zone 6:	0.61 hectares	(1.5 acres)
(vii)	Zone 7:	0.61 hectares	(1.5 acres)
(viii)	Zone 8:	0.61 hectares	(1.5 acres)
(ix)	Zone 9:	0.4 hectares	(1.0 acres)
(x)	Zone 10:	0.2 hectares	(0.5 acres)

mechanisms by which the requisite affordable housing within each zone is to be provided, whether by means of a registered social landlord or otherwise. No development shall be commenced until the scheme has been approved. Prior to the occupation of the 21st within each of the zones specified on Drawing No. S106/02 dated June 2000, there shall be submitted to and approved by the District Planning Authority a detailed scheme for the provision of affordable housing within that zone ("the zonal affordable housing scheme"). The zonal affordable housing scheme shall include details of the location of the specified amount of affordable housing within the zone, the size and tenure of units to be provided, the method of delivery of the housing and arrangements for ensuring that the housing provided meets identified local housing need, including occupancy criteria. Not more than 20 dwellings shall be occupied within any respective zone until the zonal affordable housing scheme for that zone has been approved by the District Planning Authority, and not more than 50% of the total number of approved dwellings within each zone shall be occupied until there has been a material commencement of the affordable housing within that zone and not more than 90% of the total number of approved dwellings within each zone shall be substantially completed until 50% of the affordable housing within that zone has been substantially completed.

For the purposes of this condition, the "total number of approved dwellings within each zone" shall exclude the affordable housing element in accordance with the provisions of the overall affordable housing scheme and the relevant zonal affordable housing scheme, unless otherwise agreed in writing with the District Planning Authority.

30

(A) Unless otherwise agreed in writing with the District Planning Authority, the occupation of the affordable housing units to be provided under the terms of Condition 29 shall be limited to:

- (i) a qualifying person
- (ii) any of the following
 - (a) a wife or husband (or person living as such) of a qualifying person
 - (b) a licensee of a qualifying person
 - (c) a dependent of a qualifying person
 - (d) a dependent of a wife or husband (or a person living as such) of a qualifying person;

who either at the commencement of his or her occupation lived with the qualifying person, or has subsequently lived in the dwelling with the qualifying person.

(B) For the purposes of Section (A) of this condition a person is a qualifying person in relation to this condition if he has an interest in the dwelling and, immediately prior to the occupation of the dwelling, the South Kesteven District Council issued written confirmation that he/she was in need of affordable housing and was unable to compete in the normal open market for property within the South Kesteven district, and:-

- (b) lives in South Kesteven district
- (c) has lived in South Kesteven district, but has been forced to move away because of lack of affordable housing and/or
- (d) works in socially beneficial employment in South Kesteven,

provided always that, if no person qualifies under the above requirements the South Kesteven District Council shall have the right to nominate a suitable applicant from its housing waiting list for the whole South Kesteven district who shall, upon nomination, be deemed a qualifying person.

(C) For the purposes of Section B of this condition, a person has an interest in a dwelling comprised within the development if, in respect of that dwelling, he holds a periodic assured tenancy or a non-staircasing shared-ownership lease within the meaning of the Housing Act 1988.

31

Before any development is commenced the approval of the District Planning Authority is required to:-

- (i) a *specification of the type of construction proposed for roads and/or footways;
- (ii) a programme for the making up of the roads and/or footways;
- (iii) details of the method and means of disposal of highway surface water;
- (iv) detailed plans to a scale of 1/500 showing the layout of the roads and footways together with longitudinal sections to a scale of 1/500 horizontal and not less than 1/100 vertical showing the gradients of carriageways and full details of surface water drainage proposals. (Cross sections taken at not more than 30 metre intervals normal to the proposed carriageway plotted to a scale of 1/100 natural will also be required where the adjoining ground levels will vary 0.5 metres plus from the proposed finished footway levels of the estate road);
- (v) details of all proposed services showing the location within the highway in accordance with the Provision of Mains and Services by Public Utilities on Residential Estates published by the National Joint Utilities Group, November 1979.

* This specification shall be such as to enable the local Highway Authority, in due course, to take over the roads and/or footways as highways maintainable at the public expense.

32

Before any development is commenced the approval of the District Planning Authority is required to the detailed design of the scheme to provide for the satisfactory disposal of surface water run-off from the development; and such scheme as may be approved shall be carried out before (the) (any) building is occupied.

improvement works to provide a roundabout, bridge, retaining walls and carriageway widening on the A15 as shown on layout drawing E0843/1038 have been constructed and completed to the Local Highway Authority's standards.

- 34 No dwelling shall be commenced with access onto the A151, until the highway improvement works to provide a roundabout on the A151, as shown on Drawing No. S106/2 (Roundabout 4) has been constructed and completed to the Local Highway Authority's standards.

The reason(s) for the condition(s) are:

- 1 Required to be imposed pursuant to section 92 of the Town and Country Planning Act 1990.
- 2 For the avoidance of doubt.
- 3 The application was submitted in outline only and these details are necessary to enable the District Planning Authority to assess the standard of the proposed development.
- 4 To secure, in the proper planning interests of the locality, the orderly development of the land and the provision of community facilities.
- 5 To ensure in proper planning interests of the locality, a broad planning framework identifying the future form of the development that may assist in the consideration of subsequent applications for reserved matters approval, so as to ensure a planned, co-ordinated development.
- 6 The District Planning Authority wish to pay specific regard to the siting, design and external appearance of the buildings and it is therefore imperative that all such details are submitted with the details of the estate layout and landscaping in order that the visual impact of the development can be assessed.
- 7 For the avoidance of doubt and so as to ensure that the level of provision of non-residential uses is appropriate within the residential development, and does not impact adversely upon the overall form, character and nature of the development, in the proper planning interests of the locality.
- 8 For the avoidance of doubt.
- 9 The district planning authority wishes to pay particular regard to the siting, design and appearance of the development, and consider that this level of information is necessary to allow a full and proper assessment of the proposals in the proper planning interests of the locality.
- 10 These details have not been submitted and the District Planning Authority wish to ensure that the colour and type of materials to be used harmonise with the surrounding development in the interests of visual amenity.
- 11 It is considered that this broad framework document for the management, conservation and enhancement of the ecological resource is required for the comprehensive management of the ecology of the site, which is to be developed over a long time period, and whose impact could, without proper ecological management be significant and detrimental.

management or the ecological resources of the site during its development, and thereafter.

- 13 In the opinion of the Planning Authority, a landscape management plan is required to ensure a satisfactory development, properly assimilated with the surrounding area, in which the landscaping makes a significant long term contribution to the development. A landscape management plan will ensure the proper management and husbandry of the landscape resource.
- 14 Hard and soft landscaping and tree planting make an important contribution to the development and its assimilation with its surroundings. Comprehensive details of all aspects of soft and hard landscaping are required to ensure a satisfactory development.
- 15 These features make an important contribution to the appearance of the area. Their retention will maintain the appearance of the area and help assimilate the development with its surroundings.
- 16 In the interests of amenity and to ensure a satisfactory development and to ensure the long term viability of recognised landscape features.
- 17 In the interests of amenity and to ensure a satisfactory development.
- 18 Landscaping and tree planting contributes to the appearance of a development and assists in its assimilation with its surroundings. The implementation of the scheme is therefore necessary to create and maintain a pleasant environment.
- 19 To prevent overlooking to and from the development and to reduce the impact of the development on the appearance of the area.
- 20 Landscaping and tree planting contributes to the appearance of a development and assists in its assimilation with its surroundings. A scheme is required to enable the visual impact of the development to be assessed and to create and maintain a pleasant environment.
- 21 To ensure the satisfactory and timely provision of recreation and amenity facilities within the development.
- 22 To ensure satisfactory provision of amenity space within the development.
- 23 To ensure satisfactory provision is made for the disposal of foul and surface water drainage from the site.
- 24 To ensure a satisfactory development and to ensure the proper treatment/dispersal of actual or potential landfill gases.
- 25 To ensure that satisfactory provision is made for the evaluation, investigation, preservation (in situ where necessary) and recording of any possible archaeological remains on the site.

the proposed 'south-west relief road' are not adversely affected by reason of noise which may be generated by the use of the road.

- 27 In the interests of the proper planned development of the site and in the interests of the visual amenities of the locality. The proposed road forms a significant physical definition to the development site, beyond which the development may give rise to adverse visual effects, and set a precedent for further development which may have adverse environmental and ecological effects.
- 28 In the interests of the proper strategic planning interests of the locality and the district, and to ensure an equitable balance of development throughout the district.
- 29 The provision of affordable housing within the development, accords with the provisions of the development plan and government planning policy. The need for affordable housing has been confirmed by a housing needs survey, and the level of provision sought has been established having regard to the findings of that survey, and taking into account other infrastructure requirements arising from the development.
- 30 The provision of affordable housing within the development, accords with the provisions of the development plan and government planning policy. The need for affordable housing has been confirmed by a housing needs survey, and the level of provision sought has been established having regard to the findings of that survey, and taking into account other infrastructure requirements arising from the development.
- 31 The local Highway Authority so requests to ensure an adequate standard of access to the estate in the interests of local amenity and convenience.
- 32 To ensure that surface water run-off from the development will not adversely affect, by reason of flooding, the amenity of nearby land.
- 33 The local Highway Authority so requests in the interests of road safety.
- 34 The local Highway Authority so requests in the interests of road safety.

Note(s) to Applicant:-

This consent applies only to that required by the Town and Country Planning Acts and does not include any permission or approval under any other enactment, bylaw order or regulation.

- 1 The ecological management plan referred to in Condition 11 and the detailed management schemes referred to in Condition 12, shall be prepared in accordance with the Ecological Assessment prepared by Landscape Design Associates, dated June 1999, and received on 5th July 1999, and the detailed response from English Nature to the district planning authority dated 13th September 1999.

Section 278 Agreement, Highways Act 1980, has been entered into with the Highway Authority, Lincolnshire County Council, to improve the A15, South Road, by the provision of a roundabout, bridge, retaining walls and carriageway widening together with any other necessary ancillary works.

3

Your attention is drawn to the agreement under S106 of the Town and Country Planning Act 1990, dated *** which relates to this site.

M J Sibthorp

Head of Land Use Planning Services

Date:





SCHEDULE 3

Elsea Park Community Trust Business Plan

Background

Swallow Homes Limited trading as Allison Homes, the lead developers of land to

the south west of Bourne in Lincolnshire, have agreed with the land owners that a community trust be established for the purposes

- (i) creating a sense of community;
- (ii) implementing green transport initiatives;
- (iii) managing leisure and community facilities together with open spaces.

This business plan is a schedule forming part of a Section 106 Agreement specifying the accountabilities of landowners, developers and the Community Trust.

The whole of the development is to be known as Elsea Park, and it is envisaged that a company limited by guarantee will be formed known as Elsea Park Community Trust Limited. A designated board will be established to pilot the Community Trust which will subsequently be managed by elected representatives with an Elsea Park residential qualification plus other parties and individuals.

A draft memorandum of association has been produced as part of the 106 Agreement.

Fairfax Management Consultants (fmc) were commissioned by Allison Homes to construct this business plan. Allison Homes has registered as members of the Development Trusts Association (DTA) in order to access information and training in respect of Community Trust operations. fmc have been nominated as the point of contact for liaison with DTA.

Business Plan Objectives

The business plan has been developed to demonstrate the financial, legal and administrative viability of the community trust.

The process of developing the plan has been as follows :

- (i) costing of services planned to be provided through the Community Trust;
- (ii) calculation on a fee per household basis of the contribution necessary for the Trust to be self-financing at or before the conclusion of development activity;
- (iii) seven options have been put together and a preferred case selected which forms the basis of the financial forecasts shown in Appendix I.

The assets and services to be created, or passed to the Community Trust by landowners or services to be operated by the Trust are detailed in the 106 Agreement of which this business plan forms a part. For ease of reference the assets and services are as follows :

- A 500m² community centre.
- Provision of a shuttle bus service and introduction of green transport initiatives.
- Maintenance of certain communal open space and landscape areas outside the development envelope.
- Maintenance of communal open space within the development envelope.
- Maintenance of two football pitches and associated facilities.
- Any other items or facilities identified as being within the scope of the Trust.

In addition, the Community Trust is planned to provide the following :

- ☐ one full time member of staff;
- ☐ an electronic information service either via an intranet being supplied by others as part of the cable provision to the development, or via a web page.

It is anticipated that the first of a number of zones of development will commence in mid 2001. Completion of the development is planned to be achieved in 2015. The Elsea Park Community Trust is intended to remain the vehicle through which community services, listed previously, are provided over the long term. In order to sustain this function, the Trust will be reliant on two main forms of income :

- ☐ an annual contribution from each property;
- ☐ an income from lettings of community and sports facilities.

Security of the income from properties will be assisted by the design of property conveyancing that will ensure no transfer of title can occur unless all outstanding monies to the Elsea Park Community Trust have been paid in full.

The Trust will undoubtedly evolve but the financial model in this plan shows a viable position with cash surpluses after 13 years.

The Development of Bourne

Elsea Park will ultimately comprise around 2000 homes which will represent an

increase in the population of Bourne amounting to approximately 50% over 15 years. This business plan is constructed in a form suggested by the DTA and, in accordance, with the DTA model the following insight is given into Bourne and the South Kesteven District economic development position.

At the last census the population of Bourne totalled 10,760.

Bourne is strategically important for the development of the South Kesteven District situated both on the A15 corridor north of Peterborough, and on the A151 connecting Spalding with Stamford.

The South Kesteven district is one of the fastest growing in the UK with anticipated population uplift between 1991 and 2011 of 16.2%.

Employment patterns in the area are highly influenced by the draw of Peterborough - illustrated by the fact that 31% of South Kesteven's population work outside South Kesteven. Bourne is also influenced by industry and commerce in the town itself and in neighbouring Market Deeping. Many of the companies thriving in the area are in new technology sectors.

The district council has put together 13 strategic statements for economic development

and surveyed local companies to measure their level of agreement. Twelve of the 13 points had between 61% and 94% agreement. Figure 1 shows a breakdown of the results obtained.

Figure 1

Strategic Statement	Percentage of businesses agreeing
Where business chooses to relocate	88.4
Where existing companies grow	98.5
Where companies trade with each other	78.1
Where unemployment continues to fall	76.1
Where job satisfaction is high	77.4
Where the quality of 'working' life is high	79.5
Where the local authority is respected for its achievements in working within the community	86.3
Where people want to live	88.4
Where people's earnings are high	60.3
Where companies are encouraged to start up and grow in rural areas	84.9
Where long term full time employment is the norm	85.6
Where development is sustainable and national resources are safeguarded for future generations	82.2
Where local businesses achieve profitable trading with the Council's Polish partners	49.3

Community Consultation

A development and design brief for Elsea Park has been agreed with South Kesteven District Council with emphasis on the creation of a 'sense of place'. In addition, the brief required that full regard be taken of the natural characteristics both negative and positive of the site.

A number of support services issues were addressed through separate consultation:

Primary Medical Care

General practitioner service providers reviewed the proposals and stated that the increase in patient roll could be accommodated within existing facilities at Bourne, and that no satellite surgery requirements were envisaged.

Dental

The existing large practice in Bourne is constrained by lack of space. A satellite surgery at Elsea Park is a possibility that would be kept under review.

Schools

The 106 Agreement of which this plan is a schedule calls for a new primary school to be constructed and incremental capital contribution and transfer of land and other payments for secondary schools.

Partnerships

The concept of a community trust relies heavily on the creation of partnerships. In the case of the Elsea Park Community Trust these partnerships have yet to be established, but are envisaged in two phases :

Designate Board of Trustees

The purpose of establishing a designate board is to create a pilot management resource in order to set up the community trust. This designate board will comprise :

- ☐ representative of the lead developer;
- ☐ representatives of the landowners;
- ☐ chartered accountant as nominated registered auditor.

The Community Trust will be the recipient of land, buildings and facilities identified elsewhere in the 106 Agreement. The Agreement describes these assets specifically within the body of the document. Other assets required to be provided, or cause to be provided, by the landowners but are not passing to the Community Trust, are also detailed.

The formation of the Trust is a concept originated by Allison Homes. However, the ultimate ownership by the people living in the area is pivotal to a successful outcome. A process through which the aims and objectives of the Trust can be communicated will need to be initiated and maintained during the period that a designated Board of Trustees is in place.

A number of initiatives have already been taken to assist this communication process, these include :

- (iv) sales literature for property that includes reference to the

Community Trust;

- (vi) a web site for Elsea Park that explains the concept of a community trust.

The main and potential partners with whom the Trust may need to liaise are :

- South Kesteven District Council;
- Lincolnshire County Council;
- Local residents' and tenants' groups;
- Bourne Chamber of Trade;
- Bourne Town Council;
- Bourne United Charities;
- Bourne Civic Society;
- Stamford College;
- Local schools;
- Church groups;
- Lincolnshire and Rutland Learning and Skills Council;
- Primary health care providers;
- English Partnerships through East Midlands Development Agency.

Issues Arising

The Elsea Park development is a long term project planned to roll out over a period of around 15 years. Phasing of facilities in accordance with the content of the overall 106 Agreement will need to be carefully managed in order to maintain the cash positions forecast in Appendix I.

Arrangements will need to be put in place by land owners to secure the cash deficit the Trust will incur during the first 14 years. The consultants suggest a bond, guarantee or other form of assurance that will secure borrowers, up to the maximum cash requirement, and that this be lodged with an appropriate clearing bank, on the basis that it be adjusted annually.

Elsea Park Community Trust

The concept of a community trust has been derived for two principle reasons :

- (i) a community trust fits more appropriately with the design concept of 'a sense of place';
- (ii) a community trust permits various elements of the scheme such as green transport initiatives, the shuttle bus etc to be introduced and maintained which would not have been possible otherwise.

The trust concept, which is non-profit making, has the benefit of combining residents' control over the upkeep of the development, together with the opportunity to manage and control the use of community facilities.

A constitution for the Trust has been compiled.

Objects

The objectives of the non-profit making Trust are clear and can easily be extracted from the memorandum and articles.

The objects of the non-profit making Trust are to pursue any charitable purpose for and promote the benefit of people who live or work in Elsea Park, Bourne and its environs in the county of Lincolnshire (hereinafter referred to as "the area of

benefit"), without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said inhabitants and the local authorities voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants :

- ☐ *establish or secure the establishment of a community centre and to maintain and manage the same (whether alone or in co-operation with any local authority or other person or body) in furtherance of these objects;*
- ☐ *promote such other charitable purposes as may from time to time be determined.*

The Trust shall be non-party in politics and non-sectarian in religion and in particular to provide recreation and leisure facilities in the interest of social welfare, the advancement of education, and the preservation and enhancement of environment.

The consultants recommend that the designate Board of Trustees, when appointed, include within the parameters of how the objectives will be achieved the following key factors :

- Ownership and management of the community land and buildings as detailed elsewhere in the 106 Agreement.
- Green transport initiatives including the provision of shuttle bus services.
- Provision of community and sports facilities.
- Financial viability.

- Appointment of a Board of Trustees reflecting resident and other interested groupings.

Charitable Status

The Trust is to be established as a company limited by guarantee registered as Elsea Park Development Trust. The memorandum and articles reflect the Trust's objectives as being of a charitable nature and ensure the Trust qualifies for registration as a charity with the Charity Commissioners.

It could be envisaged that at some point in the future, the Elsea Park Community Trust, through its Board of Trustees may wish to undertake activities that, whilst being wholly beneficial to the Trust, could not be regarded as charitable.

In such circumstances the consultants suggest that a subsidiary company be formed to deliver these services e.g. Elsea Park Trading Limited. The consultants would recommend such a company was required to covenant profits back to the Elsea Park Community Trust.

Board of Trustees

A Board of Trustees will require to be appointed. They will fulfil two statutory obligations :

- (i) Directors of a company under Company Law;
- (ii) Trustees under UK Charity Law.

The consultants suggest the ultimate Board is comprised as follows :

Number of places	Nomination	Appointment	Portfolio
1	Co-opt	Chairman	Chair

1	Developer	By nomination	Development
5	Resident members	By election	Zones of development
1	Youth member	By election	Youth interest
1	By appointment	Bourne Town Council	Bourne Town Council interest
1	Co-opt	By elected Board members	Finance audit and secretary
1	Co-opt	By elected Board members	Legal
1	Community Trust Administrator (non-voting)	By elected Board members	Line management
1	Co-opt	SKDC	District Council
1	Landowners	By nomination	Land use

These nine voting positions would be appointed to the Board of Trustees. The consultants have recommended the constitution should contain five categories of membership each with full voting rights :

- (i) Elsea Park residents;
- (ii) young people resident at Elsea Park;
- (iii) finance and secretarial;
- (iv) South Kesteven District Council;
- (v) Bourne Town Council;
- (vi) legal;
- (vii) chairman.

The directors of any trading subsidiary will be appointed by the main board. They are likely to be three or five in number, some or all of whom will be Directors of Elsea Park Community Trust.

The meetings of subsidiary companies should be minuted and ratified at the board meetings of the Community Trust.

Responsibilities of Board Trustees

The Community Trust Board will meet regularly to determine policy and direct the activities of the Trust. The roles and responsibilities of directors will include :

- (i) representing the Trust externally;
- (ii) determining policy and arrangements for activities within Trust facilities;
- (iii) managing financial control;
- (iv) setting an annual business plan;
- (v) managing the Trust Administrator;
- (vi) reviewing the performance of any trading subsidiary.

The designate Board of Trustees will be responsible for managing the setting up phase whilst the Trust becomes established. This work will include but not be limited to :

- (i) recruitment of the Trust Administrator who would preferably be resident in job-related accommodation at Elsea Park;
- (ii) arranging all legal and financial requirements viz insurances, bank accounts etc.
- (iii) procuring equipment;
- (iv) setting up the Trust administration office.

Reporting Requirements

The designate Board of Trustees followed in time by the full Board, guided by the administrator will determine information reporting requirements e.g.

- (v) revenue income and expenditure;
- (vi) capital spend;

- (vii) transfer of assets into the Trust from landowners;
- (viii) utilisation data regarding the community centre and football pitches.

The standard business convention of preparing Board papers that are circulated prior to a meeting will assist with well informed decision making.

Activities of the Community Trust

Management and Maintenance of Land

The main activity of the Trust in the short term will be to let and manage grounds' maintenance contracts in accordance with the financial plan at Appendix I. These duties will continue as further facilities come on line in the medium term.

Operation of the Shuttle Bus

In coincidence with the occupation of the five hundredth dwelling, a shuttle bus and drivers will require to be put in place. The financial plan assumes a 17 seat bus will be contract hired and that the only fare income will be in the form of funds for the purchase of public transport fare tokens. Once this £50k of revenue funding for shuttle bus operation has expired an extension of the scheme will be sought. If this were not to be secured, the Community Trust would either need to subsidise the shuttle bus from householder contributions or levy a fare charge.

Community Centre

A 500m² community centre is to be provided, or caused to be provided, to the Community Trust in year five. This will be the most significant tangible asset operated by the Trust. Availability of the community centre to local organisations will be the primary purpose, however, other uses are envisaged :

- | | |
|--------|---|
| (ix) | IT facilities; |
| (x) | performing arts; |
| (xi) | visual arts; |
| (xii) | indoor sports; |
| (xiii) | bar subject to an application under local licensing laws; |

- (xiv) exhibitions;
- (xv) local interest group meetings.

The capital cost of the centre is estimated to be £325k, but the asset will transfer to the Trust together with associated freehold land for £1.

It may be judged appropriate for the Trust Administrator to act as bookings secretary for the community centre. Detailed designs for the community centre have yet to be produced.

Community Trust Office

A simple administration office for the Trust Administrator should be included within the community centre building so as the full time member of staff is centrally located within the community and is seen to be accessible by residents.

Personnel

The Community Trust will inevitably be built upon the commitment, motivation, enthusiasm and skills of the people connected with it. Elsea Park Community Trust has a relatively simple set of tasks to manage in terms of complexity of facilities. Given the nature of a community organisation and the values it requires to establish, training for those involved is of importance.

The Development Trust Association (DTA) offers very cost effective training, and the opportunity to visit other community trusts to observe the manner in which they are approaching similar challenges.

Staff

It is not envisaged, in this plan, that the Community Trust will employ staff other than the full time administrator.

It is suggested by the consultants that the designate Board will set up the necessary grounds' maintenance contracts and these will be reviewed and changes made once the Trust becomes fully operable.

The Trust is, however, an independent body and can engage staff on a temporary or permanent basis where it sees fit, and financial justification can be put forward.

Finance

The financing of the Trust, particularly through the first six years, is critical to its long term future. Appendix I shows the detailed annual income, expenditure and cash position. The assumptions contained within Appendix I are detailed as follows :

1 Build Programme

- ☐ Phased over 13 years
- ☐ 150 units per annum

2 Landscape maintenance outside the development :

- ☐ : £292k }
Source :
- ☐ : £286k }
Landscape Design
- ☐ : £297k }
Associates
- ☐ : £22k }
}

These costs have been phased evenly across each period.

3 Landscape maintenance within development parcels :

Years 2 - 13 : £23 per house
Source : Landscape Design Associates

These costs have been phased in Appendix I in accordance with the build programme.

4 Community Trust office
Overheads

Provision of
office
accommodation
£2,000
Rates
£ 500
Heat, light
and power
£ 300
Telephone
£ 300
Insurance
£ 500
Stationery
£ 150
Consumable
s/small equipment
£1,000
Cleaning
£ 250
Promotions
£2,000
Training
<u>£1,000</u>
£8,000

Source : Development Trusts' Association

5 Community Centre

500m² - Capital cost £650m²
= £325,000

Source : RIBA

(Note : Capital funding is assumed to have been provided from outside the Community Trust as per the content of the overall 106 Agreement and as such is excluded from the cash requirements shown at paragraph 11)

Income

Year 5
:
£4,000
} Basis
: £110
Year 6
:
£5,000
} per
day/evening
Year 7
:
£7,000
} letting
rate
Year 8
:
£8,000
}
Source :
Similar
Year 9 - 15
:
£10,000 p.a.
}
size/facilities
located in
Lincolnshire

Running costs

Year 5
:
£9,000
}
Source :

Similar
 Year 6
 :
 £10,500
 }
size/facilities
 Year 7
 :
 £12,000
 }
located in
 Year 8
 :
 £15,000
 }
Lincolnshire

Building maintenance cost @ 1.5% capital value

Year 5 - 15 : £4875 p.a.
Source : RIBA

Pre-community centre income
 : £10,000

6 Shuttle Bus

LDV Convoy 3.5 ton 17 seat high roof mini-bus £20,550

Source : Ford and Slater Limited

Shuttle bus operating costs assumptions :

☐

miles p.a.

10,000

☐

Fuel consumption 20 mpg

☐

cost

□

£1,830

£450 per month

:

£5,400

S

(Source : Ford and Slater Limited)

Driver's hours 6 days per

week

:

72

hours

S

s
hours
1 day
per
week

:

8
hours

□

□

wage costs

Drivers wage costs £5 per hour
Costs of employment 10% of

□

Total shuttle bus annual

running costs
£30,356

Shuttle bus income assumes zero fare charges :

£50,000 (to be used to defray operating costs and in the purchase of fare vouchers)

7 Community Trust Administrator

Salary cost including cost of employment
and accommodation

£25,000

8 Professional fees

Trust board
members and audit
fees
: £10,500

9 Start up expenses and contingencies

Years 1 - 4
:
£3750

per annum

(Source : Development Trusts' Association)

10

Average
contribution per
house
: £189

11 Maximum cash deficit
£552,415 year 9 (uninflated)

12 Trust tax assumptions

This business plan has been reviewed by Messrs Bulley Davey, Chartered Accountants, and it has been established that there are no capital gain implications for the Trust.

13 Interest

Interest charges for periods of borrowing have been added in Appendix I at 8% together with a 1% annual arrangement fee.

In Appendix I no accumulation of interest has been shown in the final year where there is positive cash position.

14 VAT

It has been established by Messrs Bulley Davey, Chartered Accountants, that no VAT registration requirements exist in respect of the non-profit making Trust.

15 Sensitivity

The income and expenditure shown in Appendix I is substantially geared to the rate and extent of development. Accordingly, if the development proceeds less quickly the Trust will receive less in household contributions but many cost headings will also be less.

Note : All the above is based upon current day costs and no account has been taken of inflation. This basis of income and expenditure is also contained within the forecasts comprising Appendix I.

Source and Application of Funds

There are several sources of income both in terms of capital assets and revenue expenditure. The main source of capital assets is from the original landowners as described in the main body of the 106 Agreement.

Finance

The Community Trust will require to fund a cash flow deficit that reaches peak borrowing in year eight. The basis of the business plan in terms of financing is that a bond, guarantee or other form of security be lodged with the Community Trust's bankers by the land owners to cover the maximum deficit. The bond, guarantee or other form of security, would be reduced and withdrawn in accordance with the cash flow forecast.

Residents' Contribution

A sum of £189 per household including social housing would be levied by the Community Trust. This sum would be subject to annual review by the Trustees.

Other Income

The financial forecasts in Appendix I show an income stream attaching to the community centre. Clearly, at this stage this can only be treated as a budgeting assumption. The Community Trust Trustees will need to give consideration to the partnerships and arrangements that can be entered into in the Bourne area in order to optimise the utilisation of the centre.

Management and Resources

Land and Property

The land and facilities operated by the Community Trust are transferred on a freehold basis as described in the body of the 106 Agreement. An assumption for grounds' maintenance costs and the maintenance of the community centre has been made in Appendix I. These are on the basis of professional and expert advice.

Equipment

The Trust will either require to procure equipment or otherwise contact the provision of basic services. The cost of fixed equipment in the community centre has been included in the capital cost. Fixed equipment includes heating, lighting and kitchen appliances. Office equipment such as computer, photocopier etc has been included in the cost assumptions for the Trust office.

Suppliers and Sub-Contractors

The designate Trust Board and following this the Trustee Administrator will need to establish sample processes for the appointment of suppliers and sub-contractors. The major element of this will be the letting of grounds' maintenance contracts. The Trust Board may wish to engage some expert help in this regard.

Quality Management

The annual business plan will comprise measurable targets and to some extent the quality of services to be delivered with the financial forecasts for each year.

Health and Safety

Health and safety considerations will be important due to the public access to Community Trust facilities. It will be incumbent upon the Designate Board and subsequent Trustees to ensure :

- (i) all Trust facilities comply with relevant health and safety, environmental health and regulations;
- (ii) sub-contractors and suppliers are fully compliant with the relevant regulations.

Insurance

Appropriate insurances will be required in respect of Trust property. A notional premium has been included within the Trust office costs, but this will need to be refined. Employers' liability cover will be required on the basis that there will be one full time members of staff.

Marketing and Communication

The unique attraction of a Community Trust will need to be effectively promoted

and communicated even prior to the construction of the first dwellings. Before the implementation of this business plan Allison Homes have commissioned marketing communication design work in order to :

- (i) promote Elsea Park properties;
- (ii) promote the Community Trust concept.

Included with this work is some 'branding' identity for Elsea Park.

There is another level of marketing communication the Trust itself will need to consider. Significant in this regard are the various stakeholders :

- ☐ residents of Elsea Park;
- ☐ residents of Bourne and the surrounding area;
- ☐ the local business community;
- ☐ community based professionals (primary medical care, dentistry,
etc)
- ☐ users of Trust-owned facilities;
- ☐ possible grant funding agencies;
- ☐ local authority elected representatives;
- ☐ other interested individuals and organisations.

Whilst a start has already been made on commercial promotional literature and electronic communications, the Trust will need to inform in its own right. A web page/intranet facility is incorporated into the Elsea Park build specification to address this in part.

The Trust will need to develop and operate an effective public relations (PR) machine in order to reach the various individuals and organisations who will connect with it.

Pricing

The income from the letting of facilities as shown in Appendix I is based upon comparisons within South Lincolnshire. No attempt has been made at this stage to price match individual activities. However, clearly the Trust will need to develop a menu of pricing that is seen to be fair and reasonable when compared with other local offerings.

Monitoring and Reporting

The Trust will need to establish both formal and informal processes for recording and reporting on its development. This is to fulfil legal and contractual obligations, as well as reporting back to residents, users, and partners to keep people informed and to manage the organisation.

The two main areas for consideration include performance monitoring for service level agreements, particularly in respect of grounds' maintenance and financial recording for management and audit purposes.

Performance Monitoring

Appropriate records need to be kept of sub-contractors to ensure that contracts are being met against agreed performance standards. These will also assist the Board in determining priorities for allocation of funds and ensure maximum value for money.

Financial Management

The Trust will need to put in place systems that adequately control the movement of monies into and out of the organisation. It is recommended that these services are best contracted in, at least until a full time administrator is appointed.

Action Plan

The development of this business plan is part of the process of preparing for and planning the role, activities and resourcing of the Community Trust.

To complete the preparation of this business plan and to begin to implement it, the following action will need to be considered.

Priorities

The short term priorities are to :

- draft a constitution for the Community Trust;
- establish the Trust as a limited company with charitable status;
- agree the corporate style and identity already being developed;
- formally appoint a designate Board of Directors and co-opt as required for specialist skills;
- develop detailed aspects of the business plan;
- review any potential for lottery grant aid prior to commissioning of work.

The medium term priorities are to :

- appoint a Trust Administrator;

- agree a date from which a permanent Trust Board will become effective;
- embrace observations and views of residents and potential purchasers.

Detailed Action Plan

The following timetable is a recommendation of what needs to happen to begin to implement the business plan over the next 12 months.

Action Plan

What	When
First Trust Designate Board meeting	Month 1
Discuss, understand and agree business plan	
Agree priorities, plan of action	
Trust logo and corporate style agreed	
Development Trust company incorporated	Month 2
Charitable status applied for	
Agree accounting and control systems	
Trust bank accounts opened	
Prepare initial marketing strategy	Month 3
Development Trust office established	Month 6
Advertise Trust Administrator post	Month 7
Appoint Trust Administrator	Month 5
Prepare detailed marketing strategy	Month 6
First AGM for Community Trust	

ESSEX PARK COMMUNITY TRUST BOUNDARY REPORT

[illegible]