DATED 20th October 2023

between

WILTSHIRE COUNCIL

and

RODNEY FRANK MOODY and TIMOTHY FRANCIS CHURCH and DAVID WILLIAM LOCK

and

WADDETON PARK LIMITED

Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers
relating to Land at Saltersford Lane, Patterdown, Chippenham

Wiltshire Council

Solicitor to the Council
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: Iken 147415

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ANNEX

ANNEX A. PLANS
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THIS DEED is dated 20th October 2023

(1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN (**Council**).

(2) **RODNEY FRANK MOODY and TIMOTHY FRANCIS CHURCH and DAVID WILLIAM LOCK** care of Veale Wasborough Lawyers, Orchard Court Orchard Lane, Bristol, BS1 5WS (**Owner**).

(3) **WADDETON PARK LIMITED** incorporated and registered in England and Wales with company number 05827399 whose registered office is Greendale Court, Greendale Lane, Clyst St. Mary, Exeter EX5 1AW (**Developer**).

BACKGROUND

(A) The Owner is the freehold owner of that part of the Land registered at the Land Registry under title number WT257028

(B) The Developer is freeholder owner of that part of the Land registered at the Land Registry under title number WT194711

(C) The Land is shown for the purposes of identification only edged red on Plan 1

(D) The Council is the local planning authority for the purposes of the Act, the highway authority, the education authority and the housing authority for the area in which the Land is situated

(E) The Owner has entered into a Promotion Agreement with the Developer dated 13 March 2022 in relation to the land described at recital (A) above

(F) The Developer has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed

(G) On 19 May 2023 the Developer lodged an appeal against the non-determination of the Planning Application for the Development which is to be determined by an Inspector appointed by the Secretary of State following an inquiry commencing on 10 October 2023

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **Definitions**

The definitions and rules of interpretation in this clause apply in this deed:

"the 1980 Act"	means the Highways Act 1980
"the Act"	means the Town and Country Planning Act 1990 as amended
"Adapted Units"	means an Affordable Housing Unit constructed to meet the Adapted Units Standards and as set out in the Affordable Housing Mix
"Adapted Units Standards"	means part M4(2) of the Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings) current at the time of the relevant reserved matters approval or any guidance, regulation or circular that replaces the part M4(2) standard
"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 22.8, 22.9 or 23 of Schedule 1, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any First Homes Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall

include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Homes Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home

"Affordable Housing" means

(1) Social Rented Housing;
(2) Affordable Rented Housing;
(3) Intermediate Housing; and
(4) First Homes

provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the Subsidy to be recycled for alternative Affordable Housing provision

"Affordable Housing Consideration" means the price to be paid for the Affordable Housing Units other than First Homes by the Transferee which shall be

	the price at which the Transferee can afford to pay for the Affordable Housing Units on a Nil Subsidy basis and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owner which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality or standard than that envisaged by paragraph 5 of Schedule 1
"Affordable Housing Contract"	a contract to be entered into between the Owner and the Transferee for the construction of the Affordable Housing Units other than First Homes and the transfer to the Transferee for the Affordable Housing Consideration
"Affordable Housing Mix"	means the mix of Affordable Housing Units set out in Schedule 3
"Affordable Housing Plan"	means the plan to be submitted to the Council indicating the location of the Affordable Housing Units on the Land
"Affordable Housing Unit(s)"	means the Residential Unit(s) to be provided as Affordable Housing in accordance with Schedule 1
"Affordable Rented Housing"	means rented housing let by a Transferee to a Qualifying Person who is eligible to obtain Social Rented Housing and which is subject to rent controls that require a rent of no more than 80% of local Market Rent (including service

	charges, where applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or other such amount as prescribed by the Regulator of Social Housing
"Affordable Rented Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied as Affordable Rented Housing
"Allocations Policy"	means the Council's policy for allocating Affordable Housing Units for all tenures (for the avoidance of doubt including Shared Ownership Housing and First Homes) in the administrative area of Wiltshire (as amended from time to time)
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Cluster"	means a group of Affordable Housing Units which does not have contiguous boundaries with another group of Affordable Housing Units
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)

"**Commencement of Development**"	means the date on which any material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out with the exception of investigation of ground conditions and remedial work archaeological work demolition and erection of hoardings and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and Commence and Commenced shall be construed accordingly
"Compliance Certificate"	means the certificate issued by the Council confirming that a Residential Unit is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 22.2 of Schedule 1 applies the Eligibility Criteria (Local) in the form at Annex B
"Contribution"	means each financial contribution payable under this Deed (excluding the Additional First Homes Contribution)
"Council's Standards"	means the maintenance provisions in the Standard Specification for the Adoption of Open Space and the Wiltshire Council Fixed Play Area Specification attached as Annexures C and D
"**Development**"	means any development permitted by the Planning Permission

"**Director**"	means the Corporate Director, Growth, Investment and Place or his appointed representative for the time being of the Council
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30%
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or transfer of a leasehold interest in an Affordable Housing Unit other than: (a) a letting or sub-letting in accordance with paragraph 23 of Schedule 1 (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"Early Years Contribution"	means the sum calculated using the following formula towards the cost of additional early years education places at settings designated to serve the Development: (a) A - B (- 30% of C) = D x 0.04 (0-2 year olds child product) = E (places needed) x £17,522.00 (seventeen thousand five hundred and twenty two

pounds) (being the current early years places cost multiplier) = F
plus
(b) A - B (- 30% of C) = D x 0.09 (3-4 year olds child product) = E (places needed) x £17,522.00 (seventeen thousand five hundred and twenty two pounds) (being the current early years places cost multiplier) = F

both where:
A = the total number of Residential Units (both open market and affordable) approved for construction
B = the number of 1 (one) bed units within A
C = the number of Affordable Housing Units excluding those included within B
D = the number of "qualifying" units
E = the number of places generated by the development
F = the contribution payable

which on the basis of 70 (seventy) Residential Units and the illustrative currently proposed mix equates to a total contribution of one hundred and forty thousand one hundred and seventy six pounds (£140,176) Index Linked to be paid to the Council as a contribution towards the expansion of early years places in the vicinity of the Development

"Eligibility Criteria (Local)" means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met

in respect of a disposal of a First Home if:

(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and

(b) any or all of criteria (i) and (ii) below are met:

(i) the purchaser meets the Local Connection Criteria in line with the Council's adopted Allocations Policy as amended from time to time (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member

"Eligibility Criteria (National)" means criteria which are met in respect of a purchase of a First Home if:

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

"Engineer"	means the Director of Highways and Transport or his appointed representative for the time being of the Council
"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: (a) Disposal to a spouse or civil partner upon the death of the First Homes Owner (b) Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Residential Unit (and for the avoidance of doubt paragraph 24 of Schedule 1 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 23 of Schedule 1
"First Home"	means a Residential Unit which may be disposed of as a freehold or (in the case

	of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap
"First Homes Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Developer or Owner; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 23 of Schedule 1
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

"Head of Housing"	means the manager for the time being of the Housing Enabling Team or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed
"Highway Works"	means all highway works required as a result of the Development shown for the purpose of identification on Plan 3 and details of which are contained in Schedule 8 together with a transport phasing plan to be agreed in writing with the Council prior to the Commencement of Development to establish the programme for undertaking the said works
"Homes England (HE)"	means Homes England which is the trading name of the Homes and Communities Agency established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function
"Homes England's Fundamental Clauses"	means clauses as defined by Homes England's Affordable Homes Capital Funding Guide produced by the Homes and Communities Agency and current at the date of this Deed (or such document as shall succeed or replace it)
"Homes England Target Rent"	means the maximum weekly rent that may be charged by a Transferee for Social Rented Housing in Wiltshire as determined through the National Rent Regime

"Income Cap (Local)"	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Deed the Council has not set an Income Cap (Local)
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
"**Index**"	means: the All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors in relation to the Contributions in this Deed unless otherwise stated below: a. All Items Index of Retail Prices issued by the Office for National Statistics for the Sports Contribution b. Public Sector All-in Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors for the Early Years Contribution

	and in the event that such indices shall have changed the Council shall select a reasonable alternative index
"Index Linked"	means increased in accordance with the following formula: Amount payable = the Contribution x (A/B) where: A = the figure for the Index that applied immediately preceding the date of actual payment and B = the figure for the Index that applied when the Index was last published prior to the date of this Deed
"Inspector"	means the planning inspector appointed by the Secretary of State to determine the Planning Appeal
"Interest"	means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"Intermediate Housing"	means Affordable Housing homes for sale and rent provided at a cost above Social Rented Housing but below open market levels the form of which shall be agreed with the Council at its absolute discretion but may include shared equity (Shared Ownership Housing and equity loans) other low cost homes for sale and Intermediate Rent but not Affordable Rented Housing (or as set out in Schedule 3 the Affordable Housing Mix)

"Intermediate Housing Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Intermediate Housing and which includes Intermediate Rented Units and Shared Ownership Units
"Intermediate Rent"	means the Intermediate Housing let by a Transferee to a Qualifying Person and which is subject to rent controls that require a rent of no more than 80% of local Market Rent (including service charges, where applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or such other amount as prescribed by the Regulator of Social Housing from time to time
"Intermediate Rented Units"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Intermediate Rent
"**Land**"	means the land lying on the eastern side of Saltersford Lane, Chippenham and land at Patterdown Chippenham shown edged red on Plan 1 but excluding the land shown coloured yellow on Plan 1
"Land Compensation Act"	means in relation to clause 15 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the

Land Compensation Acts on a date on or after the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works

"Landscape Plan" means a landscape plan to be provided by the Owner for the laying out, construction, landscaping and maintenance of the Open Space and Play Area including the documents listed in Schedule 6 of this Deed

"Local Connection Criteria" means either (a) or (b) below:

(a) criteria which are met by a person who satisfies one or more of (i) to (vi) below:

(i) is currently resident in the Wiltshire Council area and has lived in the area for a continuous period of not less than two years prior to exchange of contracts for the relevant First Home; and/or

(ii) is in permanent paid employment or has a fixed term contract for a minimum of one year in the Wiltshire Council area; and/or

(iii) who has an offer of paid employment for a minimum of 12 months in the Wiltshire Council area, and /or

(iv) who is self-employed and works predominately in the area, and/or

(v) who has close family (grand-parents, parents, legal guardian, adult children or brother and sisters) who have lived in the Wiltshire Council area for a continuous period of not less than 5 years prior to exchange of contracts for the relevant First Home, and/or

(vi) who has a connection with the Wiltshire Council area through special circumstances, such as the need to receive specialist medical services, services in the area not provided elsewhere, or support from a close family member, and/or

(b) such other local connection criteria as may be published by the Council from time to time as its adopted Allocations Policy and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal

"Management Company" means the private limited company to be established or appointed by the Owner (and registered at Companies House) the purpose of which will be (amongst other things) to manage and maintain the Open Space and Play Area

"Management Scheme"	means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space and Play Area to the satisfaction of the Council which scheme shall include full details of the maintenance programme
"Market Housing Units"	means the units constructed and identified as part of the Development as general housing for sale or rent on the open market and which are not Affordable Housing Units
"Market Rent"	means the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, as defined in the International Valuation Standards (IVS) 104 Paragraph 40.1 of the Royal Institution of Chartered Surveyors Red Book Global Standards 2021 or any subsequent document which amends or replaces it
"Market Value"	means the market value as assessed by a Valuer of the Residential Unit (where a First Home as confirmed to the Council by the First Homes Owner) and assessed in accordance with the RICS Valuation Standards (November 2021 or any such replacement guidance issued by RICS) and for the avoidance of doubt

	the market value of a First Home shall not take into account the 30% discount in the valuation
"Monitoring Fee"	means the sum being 1% of the Contributions payable in relation to the Development (but in any event not more than £10,000) as a contribution towards the Council's costs of monitoring the implementation of this Deed
"National Rent Regime"	means the rent policy set out for Social Rent within the Rent Standard Guidance as published by the Ministry of Housing Communities and Local Government and the Regulator of Social Housing in April 2020 and updated in December 2020 and any other guidance issued by the Regulator of Social Housing or its successors in relation to this document
"NDSS"	means the Technical Housing Standards Nationally Described Space Standard published by the Department for Communities and Local Government in March 2015 and current at the Date of this Deed (or such document as shall succeed or replace it) as set out in Schedule 4
"Nil Subsidy"	means without the input of any other grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund, the Private Finance Initiative or any other form of state aid or grant or subsidy

"Nomination Rights"	means the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 2
"**Occupation**" and "**Occupied**"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, security or marketing and "Occupy" shall be construed accordingly
"Open Space"	means the open space in perpetuity within the Land as shown indicatively on Green Infrastructure Plan with reference 220304 PP 02 02 C referred to in Schedule 6 of this Deed having an area of 3930m² the final location of which shall be agreed in writing between the Developer and the Council prior to submission of the first Reserved Matters Application
"Open Space Practical Completion Certificate"	means the certificate or certificates issued (not to be unreasonably withheld or delayed) by the Service Head – Highway Operations once he is satisfied that the Open Space and the Play Area have been provided and laid out in accordance with the approved Landscape Plan and paragraphs 1-4 of Schedule 5 have been complied with
"**Plan 1**"	means the plan or drawing attached to this Deed at Annex A and referenced 220304 L 01 01A which plan is for the purposes of identification only

"**Plan 2**"	means the drawing attached to this Deed at Annex A and with reference 220304 L 02 01 'Illustrative Masterplan' which plan is for the purposes of identification only
"Plan 3"	means the drawing attached to this Deed at Annex A with reference 194931_PD04 Rev C showing the Highway Works in part
"Planning Appeal"	means the appeal lodged on 19 May 2023 by the Developer against the non-determination of the Planning Application and allocated reference APP/Y3940/W/23/3322502
"**Planning Application**"	means the planning application for outline planning permission for residential development of up to 70 dwellings with associated access, landscaping and open space. All matters reserved except for means of access registered by the Council on 24 August 2022 and allocated reference number PL/2022/06612
"**Planning Permission**"	means the planning permission for the Development that may be granted pursuant to the Planning Appeal
"Play Area"	means that part of the Land having an area to accommodate an extended LAP measuring 366m² and which for indicative purposes is shown at the point indicated by '10' on Plan 2 and to be agreed in writing between the Owner, the

	Developer and the Council (prior to the submission of the first Reserved Matters Application)
"Play Area Certificate"	means the certificate or certificates issued (not to be unreasonably withheld or delayed) by the Service Head – Highway Operations once he is satisfied that the Play Area has been laid out in accordance with the approved Landscape Plan and paragraphs 1 - 4 of Schedule 5 have been complied with
"Practical Completion"	means the issue of a certificate of practical completion by the Owner's or the Developer's architect or surveyor or in the event that the Development is constructed by a party other than the Owner or the Developer the issue of a certificate of practical completion by the other party's architect or surveyor
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
"Protected Tenant"	means any person who: a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent

contractual right) in respect of a particular Affordable Housing Unit;

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

c) has purchased from the Transferee all of the shares so that they own the entire Affordable Housing Unit

"Public Arts Contribution" means the sum of Twenty-One thousand Pounds (£21,000) payable to the Council to be used to commission and implement a public arts scheme of a permanent or temporary nature into the Development or its vicinity that will reflect local interest and engage with and respond to the local community and be delivered in line with the Council's guidance note for art and design in the public realm

"Qualifying Person" means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase at Market Value or rent of a house in the area at Market Rent and who is considered by the Council to be a person whom it is proper to be allocated accommodation in an Affordable Housing Unit

"Registered Provider" means a Registered Provider as defined by Section 80 of the Housing and

	Regeneration Act 2008 from the Council's list of preferred development partners or as otherwise agreed in writing by the Council such approval not to be unreasonably withheld or delayed
"Regulator of Social Housing"	means the Regulator of Social Housing as referred to in s80A Housing and Regeneration Act 2008
"Remedial Notice"	means the notice or notices issued by Service Head – Highway Operations either prior to or during the maintenance period (if appropriate) requiring the Owner/Developer to carry out any works that he considers (at his reasonable discretion) to be necessary for the Open Space and/or Play Area to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed
"Management Charge"	means the perpetual yearly variable estate management charge to be imposed on each Residential Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with Schedule 5 of this Deed. With regards to the Management Charge on the Affordable Rented Units the Owner and the Registered Provider or Transferee shall

	reach an agreement on a reasonable figure to be imposed on each Affordable Rented Unit
"Reserved Matters Application"	means the reserved matters application submitted for the Development pursuant to the Planning Permission
"Reserved Matters Approval"	means any approval issued pursuant to a Reserved Matters Application
"Residential Unit(s)"	means all residential units forming part of the Development including Market Housing Units and Affordable Housing Units
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
"Section 278 Agreement"	means an agreement pursuant to Section 278 of the 1980 Act authorising the carrying out of the Highway Works
"Section 73 Permission"	means a planning permission granted by the Council pursuant to an application made under Section 73 of the 1990 Act or Section 73A of the 1990 Act in respect of the Planning Permission

"Service Head – Highway Operations"	means the head of the service with responsibility for adoption of open spaces play areas and amenities or such replacement head of service as determined by the Council or his appointed representative for the time being of the Council
"Shared Ownership Housing"	means the Affordable Housing to be managed by a Transferee and to be disposed of in accordance with the Allocations Policy to a Qualifying Person on a lease which includes Homes England's Fundamental Clauses
"Shared Ownership Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Shared Ownership Housing
"Social Rented Housing"	means the housing owned and managed by a Transferee for which guideline target rents are determined through the National Rent Regime
"Social Rented Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Social Rented Housing
"Sports Contribution"	means the sum of Nineteen Thousand Three Hundred and Twenty pounds (£19,320) to be used towards the cost of improving Chippenham cricket club and/or playing pitch or ancillary services within the vicinity of the Development

"Standards"	means the size standards promoted by Homes England as at the time of the relevant reserved matters approval being at least 85% NDSS
"Subsidy"	means any grant funding from the Council Homes England the Transferee's Recycled Capital Grant Fund the Private Finance Initiative or other form of state aid or grant subsidy
"TRO"	means the traffic regulation order made to amend the speed limits on Saltersford Lane from the Pheasant roundabout to the north and the Queensbridge roundabout to the south as shown on Plan 3
"TRO Contribution"	means the sum of seven thousand pounds (£7,000) towards the costs of the Council incurred in preparing the TRO
"Transferee"	means the Registered Provider the Council in its capacity as local housing authority (at the Council's absolute discretion) and/or a third party which meets the requirements of the Council to own and manage Affordable Housing Units such approval not to be unreasonably withheld or delayed
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

"Waste and Recycling Contribution"	means the sum of Seven Thousand and Seventy pounds (£7,070) made up of one hundred and one pounds (£101) per Residential Unit as a contribution towards the provision of waste and recycling equipment for the Residential Units
"Working Day(s)"	means days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2. Construction of this Deed

2.1. Words importing the masculine include the feminine and neuter gender and vice versa

2.2. Words importing the singular include the plural and vice versa

2.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner

2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually

2.5. Insofar as different parts of or interests in the Land are owned by different persons each person covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of "the Owner and the Developer" are fulfilled as expeditiously as possible

2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed

2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed

2.8. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion

2.9. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it

2.10. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council

2.11. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

3. Statutory provisions

3.1. This Deed is made pursuant to the following:

Section 106 of the Act
Section 111 of the Local Government Act 1972
Section 93 Local Government Act 2003
Section 1 Localism Act 2011
and all other enabling powers

and has been entered into by the Council pursuant to those powers

3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

3.3. It is acknowledged that the obligations contained in this Agreement are:

3.3.1. necessary to make the Development acceptable in planning terms;

3.3.2. directly related to the Development; and

3.3.3. fairly and reasonably related in scale and kind to the Development

in accordance with the requirements of Regulation 122 of the CIL Regulations

4. Commencement

4.1. With the exception of clauses 3, 4.1, 7.1, 7.2, 7.5 to 7.8, 7.10, 7.11, 8, 10 and 17 and any other provisions which either expressly or by necessary implication require compliance beforehand (which take effect immediately) this Deed takes effect on the grant of the Planning Permission

4.2. The Owner and Developer shall notify the Council of the Commencement of Development and the date of construction of the first and 36th Residential Unit and the date of Occupation of the first Residential Unit and the date of Occupation of 80% of the Residential Units and the Owner and the Developer agrees that no time shall run to the detriment of the Council if and so long as the Owner or the Developer has failed to serve notice

4.3. If the Owner or Developer have not provided the information referred to in clause 4.2 above within twenty (20) Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner or the Developer its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner or the Developer

4.4. Any obligation in this Deed shall take effect and shall be enforceable by the Council against the Owner and the Developer unless the Secretary of State or the Inspector expressly states in their decision letter in the Planning Appeal that in their opinion the requirement for any one of the obligations or provisions in this Deed should not bind the parties or does not constitute a reason for granting planning permission in accordance with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (the "CIL Regulations"). For the avoidance of doubt, the remainder of the obligations shall remain legally effective and binding

4.5. This Deed is conditional upon the grant of the Planning Permission

5. The Owner's and the Developer's Covenants and the Developer's consent

5.1 The Owner and the Developer (subject to clauses 5.2 and 5.3 below) will observe and perform the obligations set out in this Deed and the Schedules

5.2 The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent, and that its interest in that part of the Land owned by the Owner shall be bound by the obligations contained in this Deed, provided that the Developer shall otherwise have no liability under this Deed in relation to that part of the Land owned by the Owner unless it takes possession of it, in which case it too will be bound by the obligations

5.3 The Owner shall have no liability under this Deed in relation to that part of the Land owned by the Developer unless it takes possession of it, in which case it too will be bound by the obligations in relation to that part of the Land

6. The Council's Covenants

The Council covenants with the Owner and the Developer as set out in Schedule 9

7. General

The parties agree that:

7.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes any such approval, consent or permission.

7.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)

7.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest

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

7.5. If before Commencement of Development the Planning Permission:

a) expires within the meaning of Sections 91 92 or 93 of the Act; or

b) is revoked, quashed or modified without the consent of the Developer;

this Deed shall cease to have effect

7.6. The Developer shall pay to the Council:

7.6.1. its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same

7.6.2. the Monitoring Fee prior to the Commencement of Development

7.7. This Deed shall be registerable as a local land charge by the Council

7.8. Where the agreement approval consent or expression of satisfaction is required by the Owner or the Developer from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate

7.9. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

7.10. Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations

7.11. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

7.12. Where the total number of Residential Units which receives a Reserved Matters Approval is less than 70, then where a Contribution payable under the Schedules to this Deed is calculated on a per Residential Unit basis (as set out in the definitions to this Agreement) the said Contribution shall be reduced accordingly to reflect the final number of Residential Units which receive Reserved Matters Approval.

7.13. This Deed may be executed in any number of counterparts each of which when executed shall constitute a duplicate original but all the counterparts together shall constitute one agreement.

7.14. In the event the Council grants a subsequent Section 73 Permission or if a Section 73 Permission is granted following an appeal under Section 78 of the 1990 Act, any such Section 73 Permission shall be deemed to be granted subject to the covenants and provisions of this Deed and to apply in equal terms to it save that where the Council in its determination of the application for a Section 73 Permission requires consequential amendments to this Deed to reflect the impact of the application for a Section 73 Permission in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the Section 73 Permission.

8. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by pre-paid first class post or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference Iken 147415 and copied to the Section 106 and Community Infrastructure Levy Officer

9. Waiver

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

10. Change in Ownership

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Residential Unit

11. Indexation

All financial contributions payable to the Council under this Deed shall be Index Linked

12. Interest

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually.

13. Dispute Resolution

13.1. **SUBJECT ALWAYS TO CLAUSE 7.10 ABOVE** in the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

13.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

13.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received all relevant files or written representations.

13.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.

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

14. VAT

14.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof

14.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

15. Indemnity

15.1. The Owner and Developer hereby undertake and agree with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

a) Compensation (including any claim arising under the Land Compensation Acts)
b) Damages
c) Costs
d) Charges

e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner or Developer to comply with its obligations under this Deed the Owner and Developer will hold the Council fully indemnified from and against each and every said claim

15.2. The Owner and Developer shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner and Developer or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

16. The provision of this Deed shall not bind any statutory undertakers in respect of land held for their operational purposes and as a consequence of the release given in this clause this Deed may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed.

17. **Delivery**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 – Covenants to the Council

Affordable Housing Obligations

1A. The Owner and the Developer covenant with the Council as below save that paragraphs 22 and 23 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner

1. The Owner and the Developer covenant with the Council that they shall:

General

2. provide the Affordable Housing Units in accordance with the Affordable Housing Plan and the Affordable Housing Mix unless otherwise agreed in writing with the Council

3. not submit any Reserved Matters Application without simultaneously submitting the Affordable Housing Plan and details of the Affordable Housing Mix to the Council (a copy of which shall be provided at the same time by the Owner and/or the Developer to the Head of Housing) for the Affordable Housing Units contained within the relevant Reserved Matters Application and not to Commence Development of any such area until the Affordable Housing Plan and the Affordable Housing Mix relating to that area have been approved by the Council

4. provide:

    4.1 at least 40% of the Residential Units as Affordable Housing at Nil Subsidy

    4.2 60% of the Affordable Housing Units shall be Affordable Rented Units and 15% shall be Shared Ownership Units and 25% shall be First Homes unless otherwise agreed in writing with the Council

    4.3 10% of the Affordable Housing Units as Adapted Units unless otherwise agreed in writing with the Council

Design of Affordable Housing Units

5. construct:

5.1 all of the Affordable Housing Units to the Standards except the First Homes which shall be constructed to no less than the standard applied to the Market Housing Units; and

5.2 the Adapted Units to the Adapted Units Standards

unless otherwise agreed in writing with the Council

Affordable Housing Contract

6. not Commence the Development until the Owner and the Developer and the Transferee have entered into the Affordable Housing Contract unless otherwise agreed in writing with the Council and to provide to the Council on demand documentary evidence of the existence of the Affordable Housing Contract

Transfer of Affordable Housing Units to Transferee

7. transfer the completed Affordable Housing Units not including the First Homes (unless the Transferee specifically wants to include the First Homes) to the Transferee for the Affordable Housing Consideration and such transfer shall include a restriction that in the event that any of the Affordable Housing Units are sold the proceeds of sale shall be recycled into the provision of further Affordable Housing Units in Wiltshire

8. not Occupy more than 50% of the Market Housing Units until the Affordable Housing Units have been completed in accordance with the Planning Permission and made available for Occupation and transferred to the Transferee in accordance with paragraph 7 of this Schedule 1 and to provide to the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units

Affordable Housing Transfer Terms

9. ensure that each transfer of an Affordable Housing Unit shall:

9.1 be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 years

9.2 provide, without additional cost to the Transferee, vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected to highways and sewers that serve the area

Allocations Policy/Nominations Rights

10. procure that on transfer of the Affordable Housing Units to the Transferee the Transferee will operate in accordance with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units unless otherwise agreed in writing with the Council

Homes England's Target Rent

11. ensure that the:

11.1 equity share of the Shared Ownership Units which is retained by the Transferee is only let at a rent that is no more than 2.75% per annum of the value of the share retained by the Transferee or in line with Homes England guidelines applicable at the time of sale of the Shared Ownership Units

11.2 Affordable Rented Units are let at a rent of no more than 80% of local Market Rent (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or such other amount as prescribed by Homes England)

Distribution and Design of Affordable Housing Units

12. not Commence the Development until the Owner and the Developer have agreed with the Council the distribution of the Affordable Housing Units across the Development

13. ensure that the Affordable Housing Units are materially indistinguishable (in terms of outlook design and appearance) from the Market Housing Units of similar size (other than to accommodate any differences required as a result of paragraph 5 of this Schedule 1)

14. the internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Housing Units but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

15. shall ensure that the Affordable Housing Units are integrated with the Market Housing Units in Clusters of no more than fifteen (15) Affordable Housing Units

Use of Affordable Housing Units

16. ensure that the Affordable Housing Units excluding the First Homes are at all times owned and managed by the Transferee

17. ensure that the Affordable Housing Units are used and Occupied in accordance with paragraph 4 of this Schedule 1 (Affordable Housing Mix) as:

17.1 Affordable Rented Units let by way of tenancy agreements in line with the Regulator of Social Housing's regulatory standards or such other form of tenancy agreement as shall be agreed in writing with the Council; and

17.2 Shared Ownership Units which are owned and occupied in accordance with a lease that includes Homes England's Fundamental Clauses

17.3 First Homes in perpetuity

or such other tenancy agreement or shared ownership lease as shall be agreed in writing with the Council and for the avoidance of doubt the operation of this paragraph does not prevent staircasing to 100%

18. subject to the provisions of paragraphs 20 and 21 of this Schedule 1 not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing

Qualifying Persons – Rented and Shared Ownership

19. ensure unless otherwise agreed in writing with the Council that the Affordable Housing Units save for First Homes are occupied and let to a person(s) who satisfies the following conditions:

19.1 is a Qualifying Person whom it is proper for the Transferee to house in accordance with its rules; and

19.2 has a local connection as set out in the Allocations Policy

Mortgagee Provisions – rented and shared ownership

20. The Affordable Housing provisions of this Deed and the Nomination Rights contained in Schedule 2 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units excluding the First Homes or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

20.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable Housing Units excluding the First Homes to another Transferee for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

20.2 if such Disposal has not completed within the three (3) month period the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units excluding the First Homes free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

21. The Affordable Housing provisions contained in this Schedule and the Nomination Rights contained in Schedule 2 shall not be binding on or enforceable against any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges

22. First Homes – Delivery Mechanism

22.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

22.1.1 the Eligibility Criteria (National); and

22.1.2 the Eligibility Criteria (Local)

22.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 22.1.2 shall cease to apply

22.3 Subject to paragraphs 22.6 to 22.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee

22.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

22.4.1 The Council has been provided with evidence by the Owner that:

22.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 22.2 of this Schedule applies meets the Eligibility Criteria (Local) (if any)

22.4.1.2 the Residential Unit is being Disposed of as a First Home at the Discount Market Price and

22.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be Wiltshire Council

b) a definition of "First Homes Provisions" in the following terms: "means the provisions set out in clause[s] [ ] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the Council [and] (2) [and (3)]

d) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

22.4.2 The Council has issued the Compliance Certificate which the Council hereby covenants that it shall issue within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 22.3 and 22.4.1 have been met

22.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Wiltshire Council of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN or their conveyancer that the provisions of clause [ ] (the

First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

22.6 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

22.6.1 the Residential Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 22.1 and 22.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Residential Unit as a First Home but it has not been possible to Dispose of that Residential Unit as a First Home in accordance with paragraphs 22.3 and 22.4.1; or

22.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 22.6.1 before being able to Dispose of the Residential Unit other than as a First Home would be likely to cause the First Homes Owner undue hardship

22.7 Upon receipt of an application served in accordance with paragraph 22.6 the Council shall have the right (but shall not be required) to direct that the relevant Residential Unit is disposed of to it at the Discount Market Price

22.8 If the Council is satisfied that either of the grounds in paragraph 22.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 22.6 that the relevant Residential Unit may be Disposed of:

22.8.1 to the Council at the Discount Market Price; or

22.8.2 (if the Council confirms that it does not wish to acquire the relevant Residential Unit) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Residential Unit apart from paragraph 22.10 which shall cease to apply on receipt of payment by the Council where the relevant Residential Unit is disposed of other than as a First Home

22.9 If the Council does not wish to acquire the relevant Residential Unit itself and is not satisfied that either of the grounds in paragraph 22.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 22.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Residential Unit as a

First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Residential Unit as a First Home he may serve notice on the Council in accordance with paragraph 22.6 following which the Council must within twenty eight (28) days issue confirmation in writing that the Residential Unit may be Disposed of other than as a First Home

22.10 Where a Residential Unit is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 22.8 or 22.9 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

22.11 Upon receipt of the Additional First Homes Contribution the Council shall:

22.11.1 as soon as reasonably practicable, provide a completed application to enable the removal of the restriction on the title set out in paragraph 22.5 where such restriction has previously been registered against the relevant title and shall be entitled to recover its costs in respect of such application up to a maximum of £100.00

22.11.2 apply all monies received towards enabling the provision of Affordable Housing

22.12 Any person who purchases a First Home free of the restrictions in this Schedule pursuant to the provisions in paragraphs 22.9 and 22.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

First Homes – Use

23. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 23.1 – 23.4 below.

23.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

23.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold

or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

23.3 A letting or sub-letting permitted pursuant to paragraph 23.1 or 23.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

23.4 Nothing in this paragraph 23 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

Mortgagee Provisions – First Homes

24. The obligations in paragraphs 1A, 2, 4, 5, 13, 14, 17, 22 and 23 of this Schedule in relation to First Homes shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or Receiver PROVIDED THAT:

24.1 such First Homes Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

24.2 once notice of intention to Dispose of the relevant First Home has been given by the First Homes Mortgagee or Receiver to the Council the First Homes Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 24.3

24.3 following the Disposal of the relevant First Home the First Homes Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

24.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

24.4.1 forthwith issue a completed application to the purchaser of that Residential Unit to enable the removal of the restriction on the title set out in paragraph 22.5; and

24.4.2 apply all such monies received towards enabling the provision of Affordable Housing

SCHEDULE 2: NOMINATION RIGHTS

1. Pursuant to paragraph 10 of Schedule 1, as between the Transferee and the Council the following provisions shall govern the nominations/allocations of Occupation of the Affordable Housing Units in line with the Allocations Policy and the nominations procedures for each type of tenure:

    a. The Transferee shall notify the Council in writing from time to time of any Affordable Housing Unit that shall be vacant and available for Occupation;

    b. The Transferee will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons;

    c. The Council and the Transferee shall have the following nomination rights in respect of the Affordable Housing Units:

	Nominations
The initial allocation of each Affordable Housing Unit:	the Council 100%
Thereafter:	the Council 75%
	the Transferee 25%

SCHEDULE 3 – AFFORDABLE HOUSING MIX

An indicative mix only – details will need to be reviewed/confirmed at time of any Reserved Matters Application to ensure still in line with the current demonstrable need:

Affordable Rented (*60%*) (17)

24% x 1 bed 2 person flats* (4)

12% x 2 bed 3 person bungalows* (2)

33% x 2 bed 4 person houses (6)

26% x 3 bed 5 person houses (4)

5% x 4 bed 6 person houses (1)

Shared Ownership (15%) (4)

50% x 2 bed 4 person houses (2)

50% x 3 bed 5 person houses (2)

First Homes (*25%)* (7)

60% x 1 bed 2 person flats – to be provided in house style maisonettes (4)

26% x 2 bed 4 person houses (2)

14% x 3 bed 5 person houses (*1*)

* Mix to include 2 x ground floor 1 bed maisonettes and 1 x 2 bed bungalow built to Part M4(2) of the Building Regulations 2010 (Part M) Accessible and Adaptable Dwellings (as at the time of the relevant reserved matters approval). The Adapted Units to be provided with a level access shower suitable for wheelchair users.

SCHEDULE 4: NDSS and 85% NDSS

Number of bedrooms	Number of bed spaces	NDSS			Minimum 85% NDSS		
		1 storey (sqm)	2 storey (sqm)	3 storey (sqm)	1 storey (sqm)	2 storey (sqm)	3 storey (sqm)
Studio	1p	39 (37)*			34 (32)*		
1b	2p	50	58		43(F)	50	
2b	3p	61	70		52	60	
	4p	70	79		60(B)	68(H)	
3b	4p	74	84	90	63	72	77
	5p	86	93	99	74	80	85
	6p	95	102	108	81	87	92
4b	5p	90	97	103	77	83	88
	6p	99	106	112	85	91	96
	7p	108	115	121	92	98	103
	8p	117	124	130	100	106	111
5b	6p	103	110	116	88	94	99
	7p	112	119	125	96	102	107
	8p	121	128	134	103	109	114
6b	7p	116	123	129	99	105	110
	8p	125	132	138	107	113	118

*Where a one person flat has a shower room rather than a bathroom the floorspace may be reduced from 39 sqm to 37 sqm (NDSS) or from 34 sqm to 32 sqm (85% NDSS).

(F=Flat) (B=Bungalow) (H=House)

SCHEDULE 5 – OPEN SPACE AND PLAY AREA (MANAGEMENT COMPANY)

The Owner and Developer shall:-

1. submit to the Service Head – Highway Operations for approval in writing prior to the Commencement of Development the Landscape Plan including the Management Scheme and not Commence Development until the Landscape Plan including the Management Scheme has been approved in writing by the Service Head – Highway Operations (such approval not to be unreasonably withheld) and thereafter shall lay out the Open Space and Play Area in accordance with the approved Landscape Plan

2. notify the Council in writing within seven (7) Working Days of completion of the laying out of the Open Space and Play Area of the details of their designated contact for queries regarding the Open Space and Play Area and request an inspection by the Service Head – Highway Operations

3. not allow more than seventy per cent (70%) of the Residential Units to be Occupied until:
   - 3.1 the Open Space Practical Completion Certificate and Play Area Certificate have been issued
   - 3.2 the Play Area is designed provided laid out and equipped in accordance with the Landscape Plan
   - 3.3 the Open Space and the Play Area have been made available for public use
   - 3.4 a prominent sign has been erected on the Open Space indicating who is responsible for maintaining the Open Space and the Play Area such sign to be kept in a good and legible condition at all times

4. after the construction and laying out of the Open Space and as soon as the planting season permits to plant in the Open Space plants and trees in accordance with the approved Landscape Plan

5. not adjust the actual area of Open Space and the Play Area so as to include and/or exclude land that abuts the boundary of the curtilages of individual Residential Units or adopted or adoptable highway UNLESS such adjustment has been agreed in writing with the Service Head – Highway Operations

6. not use or allow the Open Space and Play Area to be used for any other purpose other than as Open Space and Play Area for the use by and for the enjoyment of the public in perpetuity

7. insure and maintain or procure the maintenance of the Open Space and Play Area in accordance with the approved Management Scheme to the satisfaction of the Service Head – Highway Operations until completion of its transfer to the Management Company and to comply with any Remedial Notice issued by the Service Head – Highway Operations within twenty eight (28) Working Days

8. pay the Council's costs in taking any action to remedy the failure to comply with the Remedial Notice within twenty one (21) Working Days of the Service Head – Highway Operations serving notice of the amount due

9. not allow more than ninety per cent (90%) of the Residential Units to be Occupied until the Open Space and/or Play Area has been transferred to the Management Company and the Open Space and/or Play Area shall thereafter be maintained in perpetuity in accordance with the approved Management Scheme (unless otherwise agreed in writing with the Council)

10. enter into negotiations with the Registered Provider or Transferee and agree a reasonable figure for the Management Charge to be levied on occupants of the Affordable Rented Units

Management Company Provisions

11. not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owner and Developer have at their own expense:

    11.1 either set up and registered the Management Company as a private limited company incorporated and registered in England at Companies House or appointed an already existing Management Company

    11.2 ensured that the Management Company has at least two named persons as Directors and one Company Secretary that are eligible to be appointed and (if required) removed and replaced by the Members of the Management Company

    11.3 procured that the Management Company appoints a named manager ("**the MC Manager**") responsible for liaising with the Council and owners and occupiers of the Residential Units

    11.4 procured through the Management Company documentation (as set out in paragraph 12 below) that the Management Company will hold at least one (1) public meeting per year

    11.5 procure that the Management Company is responsible for the upkeep and on-going maintenance of Open Space and Play Area in accordance with the approved Landscape Plan/Management Scheme and the obligations under this Agreement

Management Company Documents

12. not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owner has provided the Council with the following information and documents relating to the Management Company:

    12.1 a copy of the company Certificate of Incorporation and Articles of Memorandum

    12.2 a copy of its rules (including the holding of at least one (1) public meeting per year and the giving of a minimum of seven (7) days written notice of each meeting to the Council and all Company Members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and Regulations and operational manuals

    12.3 any other relevant documentation relating to the Open Space and the Play Area

12.4 details of the names and addresses of all Directors, Members and the Company Secretary

12.5 full and sufficient details of the financial resources available to the Management Company including evidence that there are adequate resources in place to undertake the maintenance of the Open Space and the Play Area in perpetuity in accordance with the Management Scheme

Operation of the Management Company

13 The Owner and the Developer hereby covenant to:

13.1 ensure that upon the transfer of any Residential Units that all freehold and registrable leasehold owners of the Residential Units are Members of the Management Company and eligible to vote at any Annual General and Special Company Meetings

13.2 ensure that the Registered Provider is a Member of the Management Company

13.3 procure that the MC Manager will ensure that their contact details including his name address and telephone number are regularly updated and distributed to the owners and occupiers of all of the Residential Units

13.4 ensure that the Management Charge is secured on the first transfer or disposal of any Residential Units and that covenants are contained on the transfer to procure that on any subsequent transfer or disposal the Management Charge is secured in favour of the Management Company

SCHEDULE 6 – LANDSCAPE PLAN

1. Developer's landscape proposals document;
2. Wiltshire Council's Standard Specification for Adoption of Public Open Spaces (Annex D);
3. Green Infrastructure Plan with reference 220304 PP 02 02 C;
4. Wiltshire Council's play equipment specification in accordance with the National Playing Fields Association's standards and European Standards BS EN 1176 and BS EN 1177 (Annex C)

SCHEDULE 7 – FINANCIAL CONTRIBUTIONS

The Owner and the Developer covenant with the Council:

1. to pay to the Council in its capacity as local education authority the Early Years Contribution prior to Commencement of Development

2. not to Commence Development until the Early Years Contribution has been paid to the Council in its capacity as local education authority

3. to pay to the Council the Waste and Recycling Contribution prior to Occupation of the Development

4. not to Occupy or permit Occupation of the Development without paying to the Council the Waste and Recycling Contribution and payment has been acknowledged in writing by the Council

5. prior to Commencement of Development to provide details of their designated contact for liaison regarding the waste and recycling and to provide update of their designated contact following any change of personnel

6. to pay to the Council the Public Arts Contribution prior to the Occupation of the Residential Units

7. not to Occupy or allow to be Occupied the Residential Units until the Public Arts Contribution has been paid to the Council and payment has been acknowledged in writing by the Council

8. to pay to the Council the Sports Contribution prior to the Commencement of Development

9. not to Commence Development until the Sports Contribution has been paid to the Council and payment has been acknowledged in writing by the Council

SCHEDULE 8 – HIGHWAY WORKS

The Owner and the Developer hereby covenant with the Council:

1. to carry out the Highway Works at its own expense in accordance with the Section 278 Agreement

2. not to Occupy or permit to be Occupied any of the Residential Units until the Highway Works set out in paragraph 6 and 7 of this Schedule 8 have been undertaken

3. not to Occupy or permit to be Occupied the 50th Residential Unit until the Highway Works set out in paragraph 8 of this Schedule 8 have been undertaken

4. not to Occupy or permit to be Occupied any of the Residential Units until the TRO is in place unless otherwise agreed in writing by the Council

TRO Contribution

5. not to Commence Development or permit the Commencement of Development until the TRO Contribution has been paid to the Council

TRO Off-site Highway Works

6. to carry out prior to Occupation of the Residential Units all traffic sign changes as shown on Plan 3 to implement the new speed limits including the construction of two 30mph speed limit gateway features to include areas of coloured tarmac road markings, and bollards or sections of white gateway fencing on the highway verges and the signing and road marking changes to implement a 40 mph speed limit between the new 30mph speed limit and Queensbridge

Street Lighting and Surfacing Works

7. to install prior to Occupation of the Residential Units street lighting on Saltersford Lane between a point 65 metres north of the Easton Lane centre-line and a point 14 metres south of the southern point where the cycleway crossing to Hunters Moon is to be made

8. to resurface prior to the Occupation of the 50th Residential Unit Saltersford Lane between a point 5 metres north of the northernmost cycleway crossing point and a point 5 metres

south of the cycleway crossing to Hunters Moon by planing off 40mm and resurfacing in tarmacadam

SCHEDULE 9 COVENANTS BY THE COUNCIL

Repayment of Contributions

The Council covenants with the Owner and the Developer:

1. To use all sums received from the Owner and the Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid

2. To pay to the paying party such amount of any payment made by the Owner and the Developer to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner or the Developer to do so

Open Space and Play Area (Management Company)

The Council covenants with the Owner and the Developer to:

3. inspect the Open Space and Play Area within a reasonable period of having received notification from the Owner and/or the Developer under paragraph 2 of Schedule 5 of this Deed or in the event that no such notification has been received at the Council's discretion to determine whether to issue the Open Space Practical Completion Certificate and/or the Play Area Certificate (as the case may be)

4. If appropriate following an inspection referred to under paragraph 3 above either:-
   4.1 issue the Open Space Practical Completion Certificate and the Play Area Certificate (as the case may be) within twenty (20) Working Days on the inspection; or
   4.2 issue a Remedial Notice

5. inspect the Open Space and the Play Area (as appropriate) in the event that a Remedial Notice is issued

6. if a Remedial Notice is issued then the timetable for issuing the Open Space Practical Completion Certificate and the Play Area Certificate as set out in paragraph 4.1 shall be deemed amended accordingly in order for compliance of the Remedial Notice to be achieved and further inspections are to be carried out by the Council as appropriate

7 in the event that a Remedial Notice is not complied with within a reasonable period agreed with the Council then the Open Space Practical Completion Certificate and the Play Area Certificate shall not be issued until the Remedial Notice has been complied with to the reasonable satisfaction of the Council

Annex A. Plans

PLAN 1



NOTES

Application boundary

A Amendment to highway boundary DH 04.08.22

N

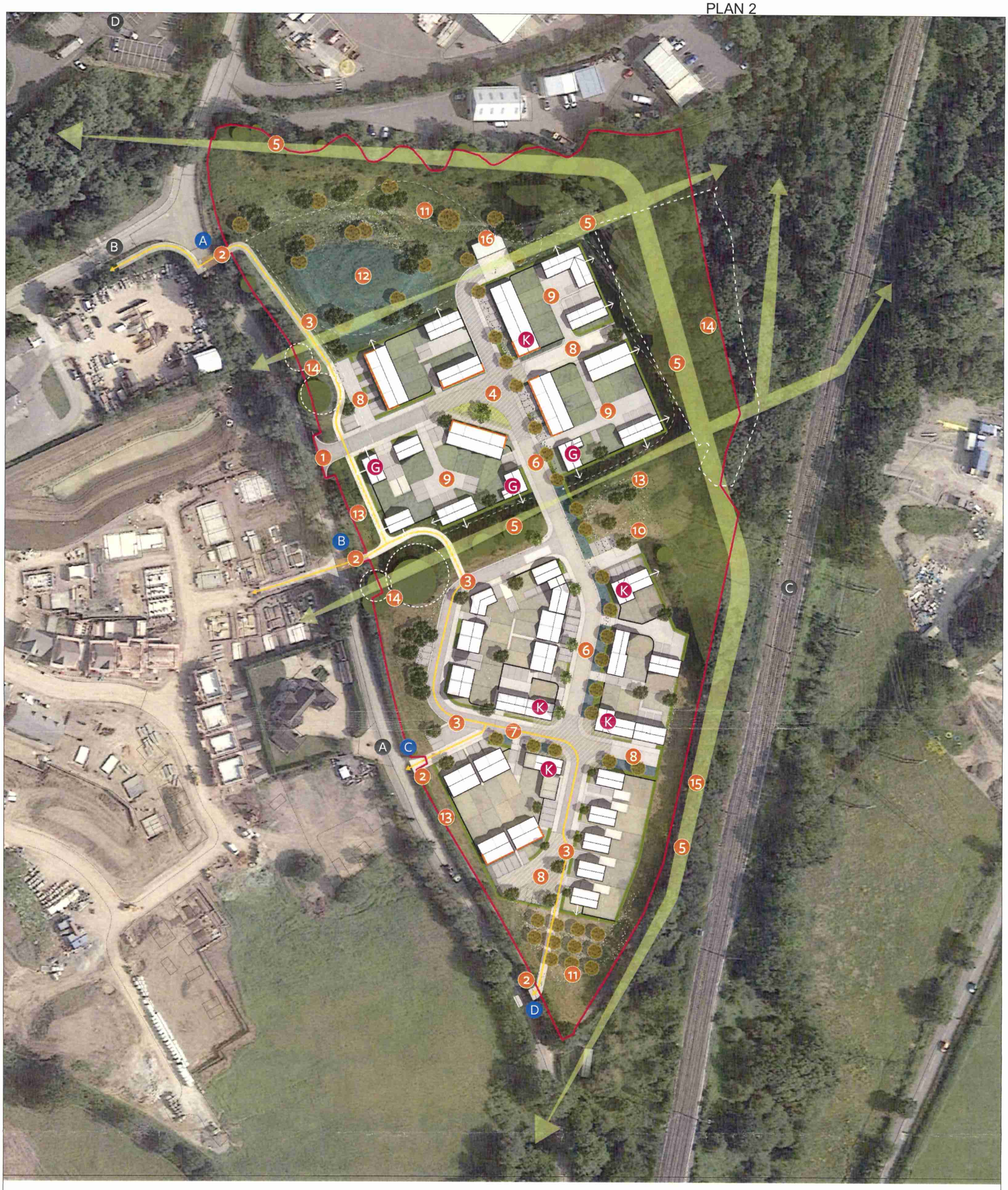
0m 50m 100m

LAND OFF SALTERSFORD LANE, CHIPPENHAM		A
LOCATION PLAN		LC/DH
220304 L 01 01	1:1250/A3	APRIL 2022

CliftonEmerydesign

Hems House 84 Longbrook Street, Exeter, EX4 6AP
T: 01392 368866 W: www.cliftonemerydesign.co.uk M: mail@cliftonemerydesign.co.uk

DRAWING STATUS PRELIMINARY



- Application boundary
- A Saltersford Lane
- B Easton Lane
- C Railway line
- D Methuen Business Park
- 1 Vehicular access from Saltersford Lane
- 2 Pedestrian / cycle accesses
- 3 Pedestrian / cycle route
- 4 Central space addressed by terraced units
- 5 Green corridors through site
- 6 Primary Street
- 7 Secondary Street
- 8 Private drives
- 9 Small courtyards
- 10 LAP play area
- 11 Public Open Space
- 12 Attenuation basin
- 13 Retained and enhanced trees and hedgerows (all within public or managed areas)
- 14 Retained trees / tree groups with TPO's
- 15 Managed landscape buffer - no public access
- 16 Pump station
- G Gateway buildings
- K Key buildings
- Important frontages
- Natural surveillance from flank elevations
- Pedestrian/cycle connection
- Green infrastructure connections

Highways and Access

- A Road narrowed to 5.5m with crossing point and contrast surface finish. 3m wide shared use route proposed to tie in with existing footpath
- B Road narrowed to 5.5m with crossing point and contrast surface finish connecting to newly built footpath/ cycle link access
- C Proposed 3m wide shared route joins carriageway
- D Proposed 3m wide shared surface route joins carriageway. Road narrowed to 5.5m with proposed gateway signs. Start of a 30mph zone heading northbound

0m 50m 100m

Land off Saltersford Lane, Chippenham Illustrative Masterplan	N	C CV/DCC
220304 L 02 01	As Shown/A3	Dec 2022

CliftonEmerydesign

Hems House, 84 Longbrook Street, Exeter, Devon EX4 6AP
T: 01392 368866 W: www.cliftonemerydesign.co.uk M: mail@cliftonemerydesign.co.uk

Drawing Status Planning

CONTRACTORS MUST CHECK ALL DIMENSIONS ON SITE, ONLY FIGURED DIMENSIONS ARE TO BE WORKED FROM © THIS DRAWING IS COPYRIGHT.

General Arrangement
1:1000

N

Newly built junction configuration delivered by others

Road narrowed to 5.5m with crossing point with buff tactiles, bollards and contrasting surface finish

Tie-in with existing footpath

EASTON LANE

R12.00

Proposed 3m wide shared use route

SALTERSFORD LANE

Proposed 3m wide shared use route

Proposed bollards.

T15

G28

Gas Governor

Proposed priority shared route crossing at raised table

R7.00

5.50

Proposed site access

Tie-in with existing kerb

R12.00

Proposed 3m wide shared use route

Newly built footpath / cycle link access

T16

Existing 50MPH repeater back to back signs to be removed

Road narrowed to 5.5m with crossing point with tactiles, bollards and contrasting surface finish

Road narrowed to 5.5m with proposed gateway signs. 40MPH gateway sign facing southbound and 30MPH gateway sign facing northbound

Proposed 3m wide shared route joins carriageway.

Proposed 3m wide shared route joins carriageway.

Indicative Location of Existing 50mph repeater sign. Signage to be updated to 40mph.

Existing 50MPH speed sign facing southbound to be replaced with 30MPH speed sign

Proposed 30MPH speed zone

Proposed 40MPH speed zone

Proposed Speed Limit Changes

Inset E - Proposed gateway feature - 1:500

40
THANK YOU FOR DRIVING SLOWLY

Facing southbound

30
CHIPPENHAM
PLEASE DRIVE SLOWLY

Facing northbound

Inset A - Proposed footway/cycleway crossing -1:500

Inset B - Proposed footway/cycleway crossing -1:500

Inset C - Proposed pedestrian & cycle access 1:500

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

Key

- Highway Boundary
- Proposed kerb
- Proposed 3m wide Shared Route
- TPO Trees
- Root protection area
- Tree canopy / hedge
- Proposed bollard

REV.	DETAILS	DRAWN	CHECKED	DATE
C	DRAWING AMENDMENTS	KR	JCW	01/09/23
B	SPEED GATEWAY ADDED	KR	JCW	21/08/23
A	UPDATED FOLLOWING HIGHWAY AUTHORITY COMMENTS	SCJ	JCW	07/08/23

STATUS: PLANNING

CLIENT: Waddeton Park Ltd

PROJECT: Saltersford Lane, Chippenham

DRAWING TITLE: Preliminary Access Design Option 3

SCALES: As shown at A2

DRAWN:	CHECKED:	DATE:
KR	JCW	25.04.23

SLR

DRAWING NUMBER: 194931_PD04

REVISION: C

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ANNEX B: COMPLIANCE CERTIFICATE

The Certificate to be given by the Council to the Chief Land Registrar on each Disposal of a Residential Unit as a First Home once satisfied that the purchaser meets the Eligibility Criteria (National) and unless paragraph 22.2 applies the Eligibility Criteria (Local):

To: The Chief Land Registrar

Property: [insert relevant First Home address]

Transfer dated:

Parties:

Pursuant to the restriction on dispositions at Entry [ ] in the Register of Title WT[ ]. Wiltshire Council hereby certify that the terms of the above transfer complies with the provision of Schedule [ ] to the S106 Deed dated

[insert date of this deed]

Made between Wiltshire Council (1) [ ] (2)

Dated:

Signed:

Solicitor to Wiltshire Council

ANNEX C: Fixed Play Area Specification

WILTSHIRE COUNCIL

FIXED PLAY AREA SPECIFICATION

JANUARY 2021



CONTENTS

1. NATIONAL PLAYING FIELDS ASSOCIATION (NPFA) DEFINITIONS

2. WILTSHIRE COUNCIL (WC) FIXED PLAY AREA CHARACTERISTICS

3. WC STANDARD SPECIFICATION EXAMPLES

4. MAINTENANCE COSTS

5. RECOMMENDED PLAY EQUIPMENT PROVIDERS

6. EXAMPLE SIGN

NATIONAL PLAYING FIELD ASSOCIATION DEFINITIONS

Designated play areas are areas for children and young people containing a range of facilities and an environment that has been designed to provide focused opportunities for outdoor play comprising casual or informal playing space within housing areas. These play areas comprise LAPs, LEAPs and NEAPs

LAP (Local Area for Play):
A small area of open space specifically designated and primarily laid out for very young children to play close to where they live i.e. within one minute's walking time. LAPs are designed to allow for ease of informal observation and supervision and primarily function to encourage informal play and social interaction for toddlers. The LAP requires no play equipment as such, relying more on demonstrative features indicating that play is positively encouraged.

LEAP (Locally Equipped Area for Play):
An area of open space specifically designed and laid out with features including equipment for children who are beginning to play independently. The number and nature of equipment and structures is a matter for local decision, though provision for a minimum number of six play experiences is recommended.

Play features including equipment are an integral part of the LEAP and the attractiveness of such spaces, though it is also important that the space can be used for physical activity and games.

NEAP (Neighbourhood Equipped Area of Play):
This is an area of open space specifically designated, laid out and equipped mainly for older children but potentially with play opportunities for younger children as well. It can provide play equipment and a hard surface area for ball games or wheeled activities such as roller skating or cycling. It may provide other facilities such as a ramp for skateboarding, a rebound wall, and a shelter for meeting and socialising. NEAPs can often be combined with LEAP provision.

NOTE:
As Wiltshire Council see little play value in a LAP it will look at options to enlarge other play areas on the development or substitute a Trim Trail for the LAP. As there is no NPFA standard for a Trim Trail (there is the EN16630 quality spec) discussions on the design will be on a case by case basis, with the expectation that the developer would not need to spend more that the cost of the LAP on the Trim Trail.

WILTSHIRE COUNCIL FIXED PLAY AREA CHARACTERISTICS

LAP (LOCAL AREA FOR PLAY)

<u>Please note</u> that due to the general lack of play value and relatively high maintenance costs Wiltshire Council would prefer not to have equipped LAP's on residential developments, if appropriate, consideration will be given to Trim Trails instead.

- Has a minimum activity zone area of 100 m2.
- Caters for children up to 6 years of age.
- Is within 10 minute's walking time from home.
- Has a buffer zone of not less than 5m in depth between the activity zone and the boundary of the nearest dwelling. This should include planting to enable children to experience natural scent, colour and texture.
- Is overlooked by nearby houses.
- Gable ends or other exposed walls should be protected from use for ball games by, for example, providing a strip of dense planting of 1 m minimum depth.
- Is positioned beside a pedestrian pathway on a well-used route.
- Occupies a reasonably flat, well-drained site with grass or a hard surface.
- Contains features that enable children to identify the space as their own domain, e.g. low key games such as hopscotch, a footprint trail, mushroom style seating etc.
- Any playground equipment provided must conform to EN 1176.
- Contains adequate seating for parents and/or carers.
- Provides one litter bin
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter, with contrasting coloured outward opening self-closing pedestrian gate (red / yellow) to prevent access by dogs.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign indicating:
    - The area is solely for use by children up to 6 years.
    - Adults are not allowed unless accompanied by children;
    - Dogs are excluded.
    - Smoking is prohibited

LEAP (LOCAL EQUIPPED AREA FOR PLAY)

- Has a minimum activity zone area of 400 m2.
- Caters for children from 4 to 8 years of age.
- Is within 10 minutes' walking time from home.
- Has a buffer zone of not less than 10m in depth between the activity zone and the boundary of the nearest dwelling. This zone should include planting to enable children to experience natural scent, colour and texture.
- Should not have play equipment overlooking nearby gardens.
- Is positioned by a pedestrian pathway on a well-used route.
- Occupies a well-drained site with a grass or hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN 1177.
- Contains at least 5 types of play equipment, of which at least two are individual pieces, rather than part of a combination multi-play unit. Inclusivity should be seen as key and therefore at least one inclusive item should be included. Each type of play equipment should be designed to stimulate one of the following activities:
    - Balancing
    - Rocking
    - Climbing/Agility
    - Sliding
    - Social play

    Additional items may focus upon rotating, swinging, jumping, crawling, viewing, counting or touching.
- The playground equipment must conform to EN 1176.
- Contains adequate seating for parents and/or carers.
- Contains two litterbins.
- Has adequate space around the equipment to enable children to express their general exuberance and play games of 'tag' or 'chase'.
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening, self closing gates of contrasting colour to the fencing (yellow / red), on opposite sides of the play area, to deter entry by dogs and to restrict opportunities of bullying.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign indicating:

- The area is solely for use by children up to 8 years.
- Adults are not allowed unless accompanied by children;
- Dogs are excluded.
- Location of nearest public telephone.
- Name and telephone number of the operator of the facility to report any incident or damage to the play equipment.
- Smoking is prohibited

NEAP (NEIGHBOURHOOD EQUIPPED AREA FOR PLAY)

- Has a minimum activity zone area of 1000 m2 that is divided into two parts; one containing a range of playground equipment and the other having a hard surface of at least 465 m2 (the minimum area needed to play five-a-side football).
- Caters predominantly for older children.
- Is within 12-13 minutes' walking time from home.
- Has a buffer zone of not less than 30m in depth between the activity zone and the boundary of the nearest dwelling. A greater distance maybe needed where purpose built skateboarding facilities are provided. This zone should include planting to enable children to experience natural scent, colour and texture.
- Positioned beside a pedestrian pathway on a well-used route.
- Occupies a well drained site with both grass and hard surfaced areas and featuring an appropriate impact absorbing surface beneath and around the play equipment conforming to EN 1176.
- Contains at least 8 types of play equipment comprising:
    - At least 1 item to stimulate rocking, tough, social or development play among younger children;
    - At least 2 items to facilitate sliding, swinging or moderate climbing;
    - At least 5 items to encourage either more adventurous climbing, single point swinging, balancing, rotating or gliding (e.g. cableway). At least 3 of these items should be individual play items rather than part of a combination multi-play unit.
    - At least one of the above needs to be an inclusive item.
- The playground equipment must conform to EN 1176.
- Contains adequate seating for parents and/or carers in the vicinity of the play equipment and other seating within the hard surfaced games area.
- Contains litterbins at each access point and in the proximity of each group of seats.
- Has a convenient and secure parking facility for bicycles.

- Has adequate space around the equipment to enable children to express their general exuberance and play and play games of 'tag' or 'chase'.
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening, self closing gates of contrasting colour to the fencing (yellow / red), on opposite sides of the space, to deter entry by dogs and to restrict opportunities for bullying.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign to indicate:
    - The area is solely for use by children up to 14 years.
    - Adults are not allowed in the equipped space unless accompanied by children;
    - Dogs are excluded;
    - Name and telephone number of the operator of the facility to report any incident or damage to the play equipment;
    - Location of nearest public telephone.
    - Smoking is prohibited.

WILTSHIRE COUNCIL STANDARD SPECIFICATION EXAMPLES

(2020 prices)

Below are examples of equipment that meets the WC specification provided and has been identified as such by providers recently used by Wiltshire Council.

LAP (LOCAL AREA FOR PLAY) - Only accepted under exceptional circumstances

Low Key Games/Equipment Examples:

Multi-Play Unit:

Proludic Tema Multi Play: Supply £3,846

Playdale Little City Toulouse £2,739

Eibe Ecorino Slide Ascent 145 £1,833

HAGS Unimini Jarro £3,880

Wicksteed Cloud £3,000

AVERAGE £3,060

Small Swing:

Proludic Primo Cradles: Supply £1,526,

Playdale City Cradle Swing £2,241

Eibe Luna Double Swing £1,994

HAGS 1.8 Olympic Cradle £1,250

Wicksteed Single Bay Viking Swing £1,800

AVERAGE £1,762

Small See-Saw:

Proludic 4 Person See-Saw: Supply£1,325

Playdale Twin Rider £2,347

Eibe Double Swing Rocker Bumble Bee £699

HAGS Zingo Roko £815

Wicksteed Glow Worm £1,600

AVERAGE £1,357

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices.

Proludic Rubber Mulch £4,949 Grassmat £1,092

Playdale Rubber Mulch £4,104, Grasslmat £3,410

Eibe Rubber Mulch £2,941 Grassmat £1,663

HAGS Rubber Mulch £4,275 Grassmat £1,835

Wicksteed Rubber Mulch £4,000 Grassmat £1,500

AVERAGE Rubber Mulch £4054, Grassmat £1,900

Seating and Bins:

Seating e.g. Proludic Chaumont Bench £581, Playdale City Seat £748, Eibe Monica Bench £329, HAGS Essentials Seat £205, Wicksteed Keyston Seat £580

AVERAGE £489

Bin: e.g. Proludic Bin £322, Playdale Closed Top Litter Bin £721, Eibe Wooden Bin £310, HAGS Ellipse Bin £555, Wicksteed Keyston Metal Litter Bin £300

AVERAGE £442

Bowtop Fencing and Self Closing Gates

Install approximately 42 linear meters of 1m high Black Powder Coated Bowtop Fencing **Approximate Cost: £2,100**

Install 1 No 1.2m wide red self-closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Install 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high. **Approximate Cost £532.**

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost (using Rubber Mulch safety Surfacing) £14835 + 13% = **£16,764**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council LAP: £16,764 + £450 = £17,214

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

LEAP (LOCAL EQUIPPED AREA FOR PLAY)

Equipment Examples:

Multi-Play Unit: e.g. Proludic Diabolo Multi Play £13,389

Playdale Big City Salt Lake City Plus £6,736

Eibe Kibo £8,706

HAGS Nexus Altitude 5 with bannister rails £8,665

Wicksteed XS Cyclone Meso £11,900

AVERAGE £9,879

Balancing: e.g. Proludic Slack Line £1,677,

Playdale City Wobble Board £1,341

Eibe Wobbly Bridge £2,067

HAGS NRG Klondike £1,425

Wicksteed Longboard £1,332

AVERAGE £1,568

Rocking: e.g. Proludic 4 Person See Saw £1,325,

Playdale Quad Rider £1,999

Eibe Four seater Beetle Spring Rocker £1,331

HAGS Turtle 4 Way Springer £645

Wicksteed Cockeral 4 Way £1,600

AVERAGE £1380

Climbing/Agility: e.g. Proludic Climbing Wall £2,579,

Playdale City Swing Steps £1,763

HAGS NRG Kakum Canopy Walk £2,220

Wicksteed Clatter Bridge £2,300

AVERAGE £2215

Social Play: e.g. Proludic Hip Hop £3,655,

Playdale Inclusive Orbit £5,099

Eibe Satelitte Carousel £2,671

HAGS Roty £1,860

Wicksteed Solar Spinner £3,520

AVERAGE £3,361

Swinging: e.g. Proludic POD Swing £2,914,

Playdale City Team Swing (2 Bay) £4,695

HAGS Essentials 2.4m High Steel Flat Seat Swing £1,640

Wicksteed Swing (1 Bay, 2seats) £3,000

AVERAGE £3062

Jumping: e.g. Proludic Trampoline £3,408,

Playdale 5 x Rubber Steps £605

HAGS NRG Ross Ice Shelf £500

Wicksteed Step Link £2,500

AVERAGE £1753

Viewing Counting or touching: e.g. Proludic Maze Play Panel £1,600,

Playdale Ball Maze Play Panel £1,133

HAGS 3 in a Row Play Panel 2 Steel Posts £895

Wicksteed Crazy Mirrors £1,203

AVERAGE £1208

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices).

Proludic Rubber Mulch £15,060, Grassmat £4,256

Playdale Rubber Mulch £14,725**,** Grassmat £3,410

Eibe Rubber Mulch £5,283 Grassmat £3,217

HAGS Rubber Mulch £20,535 Grassmat £12,359

Wicksteed Rubber Mulch £15,000 Grassmat £4,000

AVERAGE Rubber Mulch £14,120 Grassmat £5,448

Seating and Bins:

- Seating e.g. Proludic Chaumont Bench £581 x 2 = £1162, Playdale City Seat £748 x 2 = £1496, Eibe Monica Bench £329 x 2 = £658, HAGS Essentials Seat £205 x 2 = £410, Wicksteed Keyston Seat £580 x 2 = £1,160

  AVERAGE £978

- Bin: e.g. Proludic Bin £322 x 2 = £644, Playdale Closed Top Litter Bin £721 x 2 = £1442, Eibe Wooden Bin £310 x 2 = £620, HAGS Ellipse Bin £555 x 2 = £1,110, Wicksteed Keyston Metal Litter Bin £300 x 2 = £600
  AVERAGE £884

Bowtop Fencing and Self Closing Gates

Supply approximately 72 linear meters of 1m high Black Powder Coated Bowtop Fencing **Approximate Cost: £3,600**

Supply 1 No 1.2m wide red self closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Supply 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high. **Approximate Cost £532.**

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost (using Rubber Mulch safety Surfacing) £45,579+ 13% = **£51,504**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council LEAP: £51,504 + £450 = £51,954

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

NEAP (NEIGHBOURHOOD EQUIPPED AREA OF PLAY)

Equipment Examples:

Multi-Play Unit: e.g. Proludic Ixo Multi Play £13,612,
Playdale Big City Atlanta Plus £15,500,
Eibe Ecorino Kilimandscharo £13,963
HAGS Nexus Altitude 13B £12,415
Wicksteed Tree Tops Tower Copa £14,000
AVERAGE £13,898

Rocking: e.g. Proludic Hip Hop £3,655,
Playdale Rota Bounce £3,249
Eibe Stand up Spring Rocker £1,185
HAGS Swingo £2,140
Wicksteed 4 Saw £1,500
AVERAGE £2,345

Swinging: e.g. Proludic POD Swing £2,914,
Playdale City Team Swing (2 Bay) £4,695
HAGS Essentials 2.4m High Steel Basket Swing with 2 Flat Seats £3,620
Wicksteed Traditional Swing (2 Bay, 4 Seats) £3,500
AVERAGE £3,682

Moderate / Adventurous Climbing: e.g. Proludic Vertical World £8,826,
Playdale Big City Stockholm Plus £19,037
Eibe Alvier Solo £9,988
HAGS Essential Core £7,550
Wicksteed Trojan Ant Hill Climber £7,000
AVERAGE £10,480

Single Point Swinging: e.g. Proludic Hurricane £5,845,
Playdale Mega Swing £4,399
Eibe Circular Swing £7,590
HAGS Cyclops £4,290
Wicksteed Pendulum Swing with Basket £6,000
AVERAGE £5,625

Balancing: e.g. Proludic Slack Line £1,677,
Proludic City Wobble Board £1,341
Eibe Disco Fox £807
HAGS Freeride £1,550
Wicksteed Longboard £1,000
AVERAGE £1,275

Rotating: e.g. Proludic Roll Up £1,798,
Playdale Inclusive Orbit £5,099
Eibe Satellite Carousel £2,671
HAGS Tornado £2,275
Wicksteed G Force £3,500
AVERAGE £3,069

Gliding: e.g. Proludic Aerospeed £6,740,
Playdale 26m City Aerial Runway £7,835
Eibe Ariel Cableway Sierra £4,703
HAGS 30m Mantis £6,435
Wicksteed 30m Combat Cableway £6,000
AVERAGE £6,343

Tarmac Area:
465m2 Tarmac (including subase & PCC edging) installed. Approximate Cost £33,945
Accessories: e.g. 2 no Proludic Goal Ends £11,624, HAGS Indiana Goal End £3,845
Wicksteed Squeare Closed Goal £10,000
AVERAGE £42,435

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices).

Proludic Rubber Mulch £27,357, Grassmat £10,304
Playdale Rubber Mulch £50,700, Grassmat £8,580
Eibe Rubber Mulch £12,314 Grassmat £7,195
HAGS Rubber Mulch £30,750 Grassmat £13,107
AVERAGE Rubber Mulch £30,280 Grassmat £9,797

Seating and Bins:

- Seating e.g. Proludic Chaumont Bench £581 x 2 = £1162, Playdale City Seat £748 x 2 = £1496, Eibe Monica Bench £329 x 2 = £658, HAGS Essentials Seat £205 x 2 = £410 Wicksteed Keyston Seat £580 x 2 = £1,160
  AVERAGE £978

- Bin: e.g. Proludic Bin £322 x 2 = £644, Playdale Closed Top Litter Bin £721 x 2 = £1442, Eibe Wooden Bin £310 x 2 = £620, HAGS Ellipse Bin £555 x 2 = £1,110, Wicksteed Keyston Metal Litter Bin £300 x 2 = £600
  AVERAGE £884

Bowtop Fencing and Self Closing Gates

Install approximately 132 linear meters of 1m high Black Powder Coated Bowtop Fencing **Approximate Cost: £6,600**

Install 1 No 1.2m wide red self closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Install 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high. **Approximate Cost £532**.

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost £129,465 + 13% = **£146,295**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council NEAP: £146,295 + £450 = £146,745

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

MAINTEANCE COSTS

LAP REPLACEMENT (Average)

MULTI-PLAYUNIT - £3,060

SMALL SWING - £1,762

SMALL SEE-SAW - £1,357

SURFACE - £4054

TOTAL REPLACEMENT COSTS - £10,233

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20 years = £24,360

MAINTENANCE COST OF A LAP

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch).

Years 1 – 5 (20%) = £2047

Years 5 – 10 (25%) = £2558

Years 10 – 15 (40%) = £4093

Years 15 – 20 (15%) = £1535

Maintenance Cost of a LAP: £10,233

Total Inspection Cost and Maintenance of a LAP: £34,593

LEAP REPLACEMENT

MULTI-PLAY UNIT - £9,879

BALANCING - £1,568

ROCKING - £1,380

CLIMBING / AGILITY - £2,215

SOCIAL PLAY - £3,361

SWINGING - £3,062

JUMPING - £1,753

VIEWING,COUNTING or TOUCHING - £1,208

SURFACE - £14,120

TOTAL REPLACEMENT COSTS - £38,546

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20 years = **£24,360**

Maintenance Cost of a LEAP:

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch).

Years 1 – 5 (20%) = £7,709

Years 5 – 10 (25%) = £9,637

Years 10 – 15 (40%) = £15,418

Years 15 – 20 (15%) = £5,782

Maintenance Cost of a LEAP = £38,546

Total Inspection Cost and Maintenance of a LAP: £62,906

NEAP REPLACEMENT

MULTIPLAY UNIT - £13,898

ROCKING - £2,345

SWINGING - £3,682

MODERATE / ADVENTUROUS CLIMBING - £10,480

SINGLE POINT SWINGING - £5,625

BALANCING - £1,275

ROTATING - £3,069

GLIDING - £6,343

SURFACE - £30,280

TOTAL REPLACEMENT COSTS - £76,997

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20YEARS = **£24,360**

Maintenance Cost of a NEAP:

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch) this does not include the tarmac replacement / repair.

Years 1 – 5 (20%) = £15,399

Years 5 – 10 (25%) = £19,249

Years 10 – 15 (40%) = £30,799

Years 15 – 20 (15%) = £11,550

Maintenance Cost of a NEAP = £76,997

Total Inspection Cost and Maintenance of a NEAP: £101,357

RECOMMENDED PLAY EQUIPMENT PROVIDERS

The Play Equipment providers below have provided equipment on many Wiltshire Council Play Areas throughout the County. This list is not exclusive other providers will be accepted in liaison with Council officers:

- **HAGS** www.hags.co.uk
- **Wicksteed** www.wicksteed.co.uk
- **Kompan** www.kompan.co.uk
- **Playdale** www.playdale.co.uk
- **Proludic** www.proludic.co.uk
- **Russell Play** www.russell-play.com
- **Sutcliffe Play** www.sutcliffeplay.co.uk
- **Eibe** www.eibe.co.uk
- **The Children's Playground Company** www.thechildrensplayground.com

PLAY AREA SIGN

Below is an example of a Wiltshire Council Play Area sign we would ask that the No Smoking symbol be added.



ANNEX D: Standard Specification for Adoption of Public Open Spaces

STANDARD SPECIFICATION

FOR

ADOPTION OF PUBLIC OPEN SPACES

WILTSHIRE COUNCIL
County Hall
Bythesea Road
Trowbridge
Wiltshire
BA14 8JN

Ver.4 Jan 2012
(Standard Specification for Adoption of Landscape Areas)

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- APPENDICES A–K

1 GENERAL CONDITIONS

1.1 The Developer will undertake to ensure that all areas to be offered for adoption to Wiltshire Council shall comply with the conditions and requirement of the planning approval, and the conditions and standards contained within this document.

1.2 The Developer will also ensure that all areas to be offered for adoption are as defined on the Contract Landscape Drawings, duplicate copies of which shall be supplied (free of charge) to the Technical Services Manager suitably marked to highlight the areas offered.

1.3 The Contract Landscape Drawings will include schedules of all works offered for adoption including any hedges, trees, fences and highlight areas of suitable access for subsequent maintenance. The drawings should include sufficient information to enable Wiltshire Council to determine any onerous slopes or changes in level.

1.4 Any surface obstacles, within areas to be formally adopted are to be included in these details, in particular details of underground drainage chamber covers and frames.

1.5 Any miscellaneous structures (retaining or otherwise) offered for adoption will be subject to separate (and specific) negotiations and subsequent agreement.

1.6 Any play space equipment (including surface covering, fencing, gates etc.) offered for adoption will be subject to separate (and specific) negotiations and subsequent agreement.

1.7 (a) It is required that any footpath/cycle way including all associated works, offered to Wiltshire Council for adoption and not forming part of any adoption with the Council will be constructed to a standard strictly in accordance with the latest Wiltshire Council Specification for 'Highway works by developers under agreement'.

(b) Where features occur in grass areas i.e. manhole, valve covers etc, these will be to the same standard as if they were appearing in the carriageway.

(c) These works will be subject to separate negotiations relating to commuted sums.

1.8 It will be the sole responsibility of the Developer to maintain the areas to be offered for adoption, to the satisfaction of the planning approval during the period prior to official hand-over to the Technical Services Manager.

1.9 Acceptance of those areas offered for adoption will be finalised when:-

(i) An agreed commuted sum has been paid to Wiltshire Council.

(ii) The District Secretary & Solicitor of Wiltshire Council confirms that all legal matters are satisfactorily completed.

(iii) The areas to be adopted have been constructed/prepared in accordance with this Specification and maintained to the satisfaction of the Technical Services Manager.

1.10 Due regard to any implications of restrictions imposed by seasonal work/ maintenance should be considered by the Developer when planning landscape preparation and anticipating completion/handover.

1.11 Where non-standard landscape designs (including lighting, seating, walls etc.) have been agreed during the planning process (i.e. in specific areas of local distinctiveness), separate approval of submitted details should be secured, from the Technical Services Manager, prior to construction/ installation.

1.12 Where other features (e.g. ponds, ditches and other watercourses) are included in the scheme to be offered for adoption, separate approval of submitted details must be secured from the various specialist departments at Wiltshire Council, prior to construction/installation.

1.13 It is intended that the following are minimum standards, although, when the Developer can agree with the Technical Services Manager other details, (prior to construction/installation) those will take priority.

1.14 Attention is drawn to the publication entitled 'Landscaping for New Developments' obtainable from the Development Control and Conservation Section at Wiltshire Council.

2 GRASS SEEDING

2.1 General

The Developer will carry out all work in this Specification in accordance with BS 4428 General Landscape Operations, using materials and appropriate grass seed mixtures approved by the Technical Services Manager.

2.2 Initial Ground Preparation

(1) The topsoil will be cultivated to a depth of 125mm avoiding the disturbance of the subsoil, by mechanical means approved by the Technical Services Manager or by hand cultivation on banks or confined areas. All stones, weeds, roots and other deleterious material which is brought to the surface shall be removed from site and disposed of.

(2) Soil must be cultivated to a friable tilth by treading, firming and raking or by methods to be approved by the Technical Services Manager. Where applicable the degree of accuracy in determining a level profile shall be determined by boning rods after firming in accordance with BS 4428.

(3) Operations must not be carried out during periods of inclement weather, i.e. when the ground is wet, frosty or waterlogged. Timing of operations will generally be confined to the Spring and Autumn periods.

2.3 Fertiliser Application

All areas to be seeded will have a base dressing of an approved granular pre-seeding fertiliser in the ratio of 12:12:15 (N:P:K) applied at the rate of 40g per sq.m. The dressing will be applied by means of approved fertiliser distributor machinery or by hand in small or confined areas, and then lightly worked into the surface with a harrow or rake.

2.4 Final Cultivation

(1) Prior to seeding, the areas will be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regrading of the surface will be carried out to conform to the prescribed finished levels. The Developer will remove all stones over 30mm in diameter. The final level will be 10mm above any adjacent hard surface area.

(2.4 Cont'd)

(2) After cultivation operations have been carried out, the area will be sown with grass seed specified by the Technical Services Manager and of an appropriate mix for the site. Seed will be sown at the rate of 35g per sq.m. by either hand or mechanical means, ensuring an even distribution.

(3) Grass seed will be stored off the ground in a clean, dry place free from vermin. The Developer will be required to submit certificates for all grass seed stating the seed source, mixture, percentage, percentage purity and percentage germination.

(4) The Technical Services Manager will be entitled to take samples of the grass seed mixture for testing. The seed mixture must meet the requirements for germination and purity laid down in BS 4428, 1989.

(5) Following an even distribution of seed, the Developer will carry out a light raking or light harrowing of the area and ensure consolidation of seed with soil by use of a light roller.

(6) All reasonable precautions shall be taken to ensure that pedestrian and other traffic does not cross areas during cultivation, nor until the grass is established.

(7) Grass areas will only be 'accepted' by the Technical Services Manager as reaching practical completion when germination has proved satisfactory and all weeds have been removed.

(8) Where in the opinion of the Technical Services Manager excessive subsidence of seeded areas arises, such subsidence must be made good, raising all depressions with good quality topsoil, carrying out the necessary cultivations, fertilising and seeding as previously specified. The Developer will allow for re-seeding any bare patches with previously specified mixture. In instances where re-seeding will not be successful, the Technical Services Manager will require the area to be turfed.

2.5 Maintenance

(1) The Developer will establish a good sward of the specified grass mixture free from pernicious weeds. If directed by the Technical Services Manager, the Developer will apply an approved selective weedkiller, mixed and applied in accordance with the manufacturer's instructions.

(2) During the Spring following seeding, and before the application of any selective weedkiller, the grass areas will be dressed with an approved granular post-seeding fertiliser in the ratio of 15:10:10 (N.P.K.) applied at the rate of 35g per sq.m.

(3) During the period of establishment, all newly grassed areas will be cut twice, each cut reducing the growth height by one third. The first and second cuts will take place when the growth height reaches 75mm. Cutting must be undertaken using an approved mowing machine when conditions are not excessively wet or damp. The Developer will avoid any root pulling and prevent grass cuttings collecting in rows or other ways likely to affect adversely grass growth. The Developer must remove all stones and other deleterious matter from site prior to grass cutting operations.

(4) Cutting will be continued at appropriate intervals during the season to maintain a close sward until the grass areas are formally adopted.

2.6 Grass Seed Mixtures

(a) See Clause 7.17 of the Materials Specification for grass seed mixtures.

(b) Mixtures for conservation areas and/or areas identified for rural management techniques must be approved by the Technical Services Manager.

3 GRASS TURFING

3.1 General

The Developer will carry out all work in this Specification in accordance, at least, with BS 3969 (1990) Turf and BS 4428 (1989) Turfing using materials approved by the Technical Services Manager.

3.2 Turf

(1) All turf mixes will comprise certified cultivars of the appropriate species (as listed) in accordance with required use.

Turf for general landscaping purposes will consist of (mixes specified by % weight of grass seed used to produce turf):

30% Chewings Fescue
40% Slender Creeping Red Fescue
30% Dwarf Perennial Rye Grass

(2) Turf supplied will be free from injurious and perennial weeds, e.g. Annual Meadow-grass, Creeping soft grass, Meadow Barley, Yorkshire Fog, Couch grass, Cocksfoot, Clover, Dandelion, Yarrow or/and perennial weeds, and will have been treated with an appropriate selective herbicide not less than four weeks prior to lifting.

(3) Turf supplied will be free from pests and diseases; have a close texture, uniform density and colour.

(4) The turf will have been closely mown to a maximum height of 25mm, minimum height 15mm no more than three days prior to lifting. Turf with excess fibre or thatch will not be accepted.

(5) The soil base of the turf will be of a medium loam texture and free from stones over 15mm gauge. Turf will be cut to a uniform thickness not less than 25mm and no greater than 30mm and will be supplied in widths of 300mm. The turf will not disintegrate whilst handling.

(6) Turf will not be lifted in frosty weather or when ground is water-logged.

(3.2 Cont'd)

(7) To avoid drying out whilst in transit, turf will be packed onto transporter either rolled or laid but not folded.

(8) Turf will be delivered within 36 hours of lifting and will be off-loaded by hand unless arranged on pallets for mechanical handling.

(9) For large areas, supplies of turves should be delivered at appropriate intervals throughout the work so as to avoid as far as possible stacking turves for long periods. Where it is not possible, they should be unloaded and conveniently stacked on clear ground to a maximum height of 1.0m unless arranged on pallets for mechanical handling. Turves must be placed grass to grass. After four days, stacked turves should be inspected at frequent intervals; turves showing signs of deterioration should be used without delay, or laid out.

(10) In certain circumstances the Technical Services Manager may request samples or to inspect the turf source prior to lifting. Where samples are provided all turf supplied will be of a similar quality.

(11) Any turf, whether laid or not, that does not conform to this Specification or the required standard of the approval sample will be removed by the Developer and replaced by turn to an acceptable quality entirely at the Developer's own expense.

3.3 Initial Ground

(1) The Topsoil will be cultivated to a depth of 125mm avoiding the disturbance of the sub-soil, by mechanical means approved by the Technical Services Manager or by hand cultivation off planks on confined areas. All stones, weeds, roots and other deleterious material which are brought to the surface will be removed from site and disposed of to a previously agreed tip.

(2) Soil must be cultivated to a friable tilth by treading, firming and raking or by methods to be approved by the Technical Services Manager.

Prior to turfing, the areas will be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regarding of the surface will be carried out to conform to the prescribed finished levels. The Developer will remove all stones over 30mm in diameter. The final soil level will be 10mm above any adjacent hard surface area.

(2) Turves from the stack or store will be wheeled to the turfing areas of wooden planks so laid to support work people, barrows and provide ease of access.

(3) Turves will be laid on the prepared bed stretcher bond format, closely butted and to the correct levels. Turf will be laid off wooden planks working over turves previously laid.

(4) Laid turves will be slightly and evenly firmed using wooden turf beaters, the bottoms of which to be kept constantly clean of soil or mud.

(5) A dressing of finely screened topsoil or fine peat, to a depth of 10mm will be applied evenly over the whole of the turved areas and be well bushed into all joints.

(3.5 Cont'd)

(6) Any unevenness in finished levels due to variations in turf thickness or inconsistent firming of the soil, will be adjusted by raking out and/or packing screened topsoil under the appropriate turf/turves.

(7) Turf will not be laid to within 300mm of any tree trunk or 200mm of any fence or wall. Whole turves will be laid to all edges or margins.

(8) As necessary, according to prevailing weather conditions, the Developer will carry out appropriate irrigation using sprinklers or oscillating sprays ensuring soil is not washed out of joints. Failure of the turf to establish due to lack of watering will be the responsibility of the Developer who will replace such turf at his own expense.

(9) The Developer shall at his expense take all reasonable precautions to ensure that pedestrians and other traffic do not cross the turved areas during cultivation, nor until the grass is established.

(10) Turved areas will only be accepted by the Technical Services Manager as reaching practical completion when all turf has satisfactorily bonded and established.

(11) Where in the opinion of the Technical Services Manager excessive subsidence of the turved area arises, such subsidence must be made good, raising all depressions with good quality topsoil, carrying out the necessary cultivations, fertilising and where appropriate returfing as previously specified at the Developer's expense and as requested by the Technical Services Manager. The Developer will allow for returfing any failed turves with previously specified turf mixtures and all turf so replaced will be at the Developer's own expense.

3.6 <u>Turfing on Banks Exceeding 30°</u>

(1) Stability, and the retention of soil and seed may be a problem when turfing to banks with a gradient exceeding 30°. Turfing should not be undertaken until the bank has been satisfactorily graded.

(3.6 Cont'd)

(2) Turves should comply with BS 3969. It is important that turves to be used on banks should be sufficiently fibrous to withstand handling conditions.

(3) Season -Turfing on banks should preferably be carried out during the autumn and early winter period. Spring operations should be avoided due to the harmful effects of prolonged dry weather and drying winds.

(4) Laying- Sufficient timber planks and ladders should be used to ensure safe and efficient working. The turves may be laid diagonally or horizontally. They should be laid to stretcher bond pattern, butt-jointed, firmed and secured by stout wooden pegs 200mm in length or by 4mm galvanised wire pins, bent or hairpin patter, at least 200mm long. Finely sifted topsoil should be worked well into the joints. On very steep banks or where stability is a major problem, netting should be laid over the turf and pegged down. Where necessary the wire netting should be reinforced at the top and bottom immediately, with stout wire cable threading the mesh.

3.7 Completion and Maintenance

(1) The Developer will establish a good sward, free from pernicious weeds. If directed by the Technical Services Manager, the Developer shall apply an approved selective weedkiller mixed and applied strictly in accordance with the manufacturer's written instructions. During the Spring following turfing, and before the application of any weedkiller, the turfed areas shall be dressed with approved granular post-seeding fertiliser, in the ratio of 15:10:10 (N.P.K.) applied at the rate of 35 grammes per Square meter.

(2) During the period of establishment, all turfed areas shall be cut twice, each cut reducing the growth height by half. The first and second cuts shall take place when the growth height reaches 75mm. All cutting will be undertaken using an approved mowing machine when conditions are not excessively wet or damp. The Developer will avoid any root pulling and prevent grass

(3.7 Cont'd)

cuttings collecting in rows or other ways likely to adversely offset grass growth. Immediately before the second establishment cut, the Developer shall remove all stones and other deleterious matter.

(3) Cutting shall be continued at appropriate intervals during the growing season to maintain a close sward until the grass areas are handed over for formal adoption.

4 PLANTING MATERIAL (SUPPLY OF)

4.1 General

When the Developer supplies plant material it must be in accordance with BS recommendations (BS 3936 Nursery Stock) Part 1 -Trees and Shrubs, Part 4– Forest Trees.

4.2 Plant Procedure

(1) Plants will comply with the requirements of BS 3936 – Nursery Stock: General.

(2) The Developer must ensure that all plant material is free of all pests and diseases.

(3) The Developer will bear the cost of any plant losses for whatever reason and will replace materials or plants considered unsatisfactory by the Technical Services Manager with identical species. The liability period for this condition will be until formal adoption.

4.3 Bedding Plants

All bedding plants supplied by the Developer will be:

Pest and disease free
True to type
Floriferous (where appropriate)
Of Good Foliage colour
On a well developed and undamaged root system
Not root-bound
Vigorous and of a habit appropriate to type.

4.4 Trees and Shrubs

All trees and shrubs supplied by the Developer will be:

Pest and disease free
True to type
Transplanted nursery stock on healthy, vigorous and sound roots with well formed heads and to have been grown at or grown on, at the supply nursery
Without torn and lacerated roots which shall be pruned before despatch
Plants to be materially undamaged
Healthy and containerised subjects must not be root bound
Vigorous and of a habit appropriate to type
Without evidence of 'circling' in the root system
Subjects will have a well-defined leader (as appropriate)

4.5	Coniferous Subjects	All conifers supplied by the Developer, unless specified otherwise by the Technical Services Manager will be well furnished evenly to the ground on all sides; there are exceptions, e.g., Cedrus. A single natural leader is required for most conifers unless required for hedging or if the natural form is branching.
4.6	Other Plant Material	All plant material will conform with the requirements of BS 3936.

5 SHRUBS

5.1 Plant Procurement and Preparation for Planting

(1) General All work specified in this section will be carried out in accordance with BS 4428, General Landscape Operations, Section 7 and 8.

(2) Condition Where applicable the trees and shrubs will comply in all respects with Section 1 of BS 3936, Part 1, All plants will have good fibrous root systems, carefully preserved in good condition when lifted from the nursery and adequately protected in transit. On delivery to the site, trees and shrubs will be free from pests and disease and materially undamaged.

(3) Time of Planting Unless otherwise agreed, planting will take place during favourable weather conditions in the dormant season which will generally be from the first week in October to the first week in April, inclusive.

(4) Temporary Storage Upon arrival on site, trees and shrubs will be planted in their respective positions without delay. On no account will roots be exposed to drying wind or sun for longer than is necessary. Planting will not take place during periods of frosty weather, or cold winds, or when the ground is excessively wet.

(5) Cultivation

(a) All weeds on areas to be planted must be cleared prior to being cultivated.

(b) Topsoil to be cultivated to a depth of 150mm in areas to be planted with shrubs or groundcover, using cultivators, rotovators or similar approved equipment (taking care not to bring up the subsoil) to provide a medium to fine tilth. Cultivation by hand to the same standard will be carried out where machinery cannot be used.

(5.1 Cont'd)

(c) The soil will be worked in reasonable weather conditions and not in conditions that could result in serious damage to the soil structure. All stones, builders rubbish, weeds, roots or other deleterious matter over 25mm diameter, in any direction, which are brought to the surface will be moved from site on to an agreed tip. Totally remove all plaster products.

5.2 Shrub Planting

(2) Cultivation

(a) The beds for all shrubs will be cultivated as previously described. All planting areas are to be topdressed with 80g per m2 of bonemeal or 100g per m2 of Enmag fertiliser, or similar approved by the Technical Services Manager, raked into the surface. (Fertiliser dressing to be approved by the Technical Services Manager).

(b) Any compaction of the areas following this and prior to planting will be removed by re-cultivation.

(3) Planting

(a) Positions of shrubs to be planted will be marked out in accordance with the planting schedule/plan or as specified. When shrubs are set out, precautions will be taken to prevent roots drying out.

(b) Planting holes will be excavated 150mm wider than the root spread. Polythene and other non-perishable containers will be removed and any badly damaged roots carefully pruned. Each shrub will be placed upright in the centre of a hole large enough to accommodate the roots without restriction or damage. Shrubs will be set at nursery level with due allowance for settlement. The hole will be backfilled to half its depth and firmed by treading. Care

(5.2 Cont'd)

will be taken not to crush the root ball. The remainder of the soil will be returned and again firmed by treading.

(4) Replacement Planting

The Developer will be responsible for the maintenance of all planted shrubs and will be required to replace all dead, dying or otherwise unsatisfactory plants with a similar species and in the same manner as detailed above.

5.3 Maintenance

(1) Weed and Litter Removal

(a) All permanent shrub planted areas will be maintained clear of weeds and litter by the Developer until formal adoption has been completed.

(2) Mulching (New Beds)

(a) All beds required to be mulched will receive a mulch dressing of either coarse peat or medium grade bark to a depth of 75mm – 100mm. On each maintenance visit this will be topped up and levelled to maintain the required depth.

6 CREATING A WILDFLOWER MEADOW (FROM SEED)

6.1 General

This represents a culturally simple method of establishing a wildflower meadow.

6.2 Ground Preparation

(1) The Developer will provide evidence of the soils nutrient ratio.

(2) Ground preparation will be carried out in mid-summer, unless instructed otherwise by the Technical Services Manager.

(3) The soil will be spread to specified levels using machinery appropriate to the scale of the project approved by the Technical Services Manager.

(4) The final grading will be completed by the end of the growing season and cultivated to an even medium tilth. The surface must be formed to avoid subsequent settlement by a method to be approved by the Technical Services Manager.

6.3 Weed Control

Where the soil contains weed seeds of an undesirable species which may create difficulties for the establishment of a meadow, Rumex obtusifolius (Dock) for example, the young weed shoots must be sprayed with an approved contact herbicide. The Developer will allow a minimum of one month (mid-August to mid-September) for as many weed seeds to germinate as possible.

6.4 Seed Sowing

(1) The Developer will sow the seed during early autumn or as specified by the Technical Services Manager thus facilitating the vital exposure to frost which breaks the dormancy of many seeds and therefore ensures a high percentage germination.

(2) The Developer will sow an approved Seed Mixture.

(3) The wild flower seed should be sown at the rate of 4 grams per sq metre (36 kg per ha).

(4) In order to facilitate an even distribution of seed the Developer will use a 'carrier' to bulk up the seed. The carrier may be either silver sand or sawdust of untreated timber.

(6.4 Cont'd)

(5) The Developer will sow seed by hand or an approved mechanical distributor and the site lightly raked afterwards (chain harrowed on large areas).

(6) The Developer will firm the seed bed with a roller.

6.5 First Year

(1) The meadow seedbed should be well established by late May or early June. When the sward is 100mm high the Developer will roll and cut. (Rolling to be carried out with a light roller approved by the Technical Services Manager). In carrying out the rolling operation the Developer will ensure that the plants are firmed into the soil reducing the risk of mower blades uprooting them.

(2) The site will be mown using either a wheeled rotary mower or a mower with reciprocating blades to a height of 50mm. The cuttings to be removed. The sward should be subsequently cut to the same height using the same machinery with cuttings removed, each time the sward reaches 100mm.

(3) From early June the Developer must not cut the sward for a period of five weeks to allow the Poppies and Corn Marigold to flower.

(4) The Developer must avoid the use of chemicals and fertilisers, any undesirable broad leaved species which persist must be removed by hand. Where the problem is of a large scale such undesirable species must be cut down and the remaining leaves/stem treated with a gel-based non-selective systemic herbicide.

6.6 Wildflower Seed Mix

(1) Wildflower seed mixes will comprise seed of native British origin, of ecotypes adapted to the environment in which the seed shall be sown and retaining genetic variation during the seed production process.

(6.6 Cont'd)

(2) Wildflower seed will be used within four weeks after receipt from the supplier. Where seed is stored during this period it will be kept in dry, cool conditions, where the moisture content is 5% and the temperature 3°C.

(3) Wildflower seed mixes used will reflect the following species composition:

(a) **Wildflower Mix W1 (Meadow Clay - short to medium)**

% wt	Species	Common Name
1.0	Briza media	
5.0	Cynosurus cristatus	
5.0	Festuca pratensis	
40.0	Festuca rubra ssp commutata	
20.0	Festuca rubra ssp purinosa	
1.0	Hordeum secalinum	
5.0	Poa trivialis	
3.0	Trisetum flavescens	
0.5	Achilles Millefolium	Yarrow
0.5	Centaurea nigra	Common/Lesser
0.5	Dactylorhiza fuchsii	Spooted Orchid
1.0	Daucus carota	Wild Carrot
0.5	Filipendula vulgaris	Dropwort
1.0	Galium verum	Lady's Bedstraw
1.0	Geranium pratense	Meadow
1.0	Knautia arvensis	Field Scabious
0.5	Lathyrus nissolia	Grass Vetchling
1.0	Lathyrus pratensis	Meadow
1.0	Leucanthemum vulgare	Oxeye Daisy
1.0	Lotus corniculatus	Birds Foot
0.5	Lotus uliginosus	Greater Birds
1.0	Plantage lanceolata	Ribwort Plantain
1.5	Primula veris	Cowslip
1.0	Prunella vulgaris	Self Heal
1.0	Ranunculus acris	Meadow
0.5	Rhinanthus minor	Yellow Rattle
0.5	Rumex acetosa	Common Sorrel
0.5	Saxifraga granulata	Meadow
0.5	Tragopogon pratensis	Goat's Beard
1.0	Trifolium campestre	Hop-Meadow
1.0	Veronica chamaedrys	Germander
0.5	Vicia cracca	Tufted Vetch
1.0	Vicia sativa	Common Vetch
100.0	Sown @ 36 Kg/ha	(4gtm2)

(6.6.Cont'd) (b) **Wildflower Mix W2 (Hedgerow)**

% wt	Species	Common Name
5.0	Alopercurus pratensis	
5.0	Cynosurus cristatus	
10.0	Festuca pratensis	
15.0	Festuca rubra ssp commutata	
5.0	Festuce rubra ssp purinosa	
30.0	Poa nemoralis	
10.0	Poa pratensis	
0.5	Achillea millefolium	Yarrow
1.0	Agrimonia eupatoria	Agrimony
1.0	Campanula trachelium	Nettle Leaf Bellflower
0.5	Clematis vitalba	Traveller's Joy
1.0	Geranium robertianum	Herb Robert
0.5	Geum urbanum	
0.5	Hypericum perforatum	Perforated St
1.0	Leucanthemum vulgare	Oxeye Daisy
1.0	Malva moschata	Musk Mallow
1.5	Primula vulgaris	Primrose
1.5	Prunella vulgaris	Self Heal
1.0	Silene alba	White Campion
1.0	Silene dioica	Red Campion
1.0	Stachys officinalis	Betony
1.0	Stachys silvatica	Hedge
1.0	Stellaria holostea	Great Stitchwort
0.5	Taraxacum officinale	Dandelion
0.5	Tussilago farfara	Coltsfoot
1.0	Vicia cracca	Tufted Vetch
1.0	Vicia sepium	Bush Vetch
2.0	Viola odorata	Sweet Violet
100.0	Sown @ 36Kg/ha	(4gtm2)

(c) **Wildflower Mix W3 (Meadow General- medium)**

% wt	Species	Common Name
10.0	Festuca pratensis	
20.0	Festuca rubra ssp commutata	
20.0	Festuca rubra ssp purinosa	
20.0	Festuca rubra ssp rubra	
10.0	Poa pratensis	
2.0	Leucanthemum vulgare	Oxeye Daisy
4.0	Plantago lanceolata	Ribwort Plaintain
1.0	Primula veris	Cowslip
3.0	Prunella vulgaris	Self Heal
3.0	Ranunculus acris	Meadow
1.0	Rumex acetosa	Common Sorrel

(6.6 Cont'd)

% wt	Species	Common Name
4.0	Sanguisorba minor alba	Salad Burnet
2.0	Silene alba	White Campion
100.0	Sown @ 36 Kg/ha	(4gtm2)

(d) **Wildflower Mix W4 (Cornfield Annuals)**

% wt	Species	Common Name
40.0	Agrosemma githago	
10.0	Cenaurea Cyanus	
20.0	Chrysantheumum segetum	
15.0	Papaver rhoeas	
15.0	Tripleurospermum inodorum	
100.0	Sown @ 24 Kg/ha	(3gtm2)

(e) **Wildflower Mix W5 (Woodland)**

% wt	Species	Common Name
10.0	Cynosurus cristatus	
5.0	Deschampsia flexuosa	
25.0	Festuca rubra ssp purinosa	
40.0	Poa nemoralis	
0.5	Alliaria petiolata	
1.0	Allium ursinum	
1.0	Campanula trachelium	Nettle Leaf Bellflower
2.5	Digitalis purpurea	
1.5	Filipendula ulmaria	
1.0	Gallium mollugo	
0.5	Geum urbanum	
1.0	Hyacinthoides non-scripta	
0.5	Hypericum montanum	
0.5	Lychnis flos-cuculi	
0.5	Meconopsis cambrica	
1.0	Primula vulgaris	Primrose
0.5	Scrophularia nodosa	
4.0	Silene dioica	Red Campion
0.5	Stachys sylvatica	Hedge

(6.6 Cont'd)

% wt	Species	Common Name
1.0	Stellaria holostea	Greater
0.5	Taraxacum officinale	Dandelion
2.0	Teucrium scorondonia	
100.0	Sown @ 36 Kg/ha	($4g/m^2$)

(f) **Wildflower Mix W6 (Wetland Meadow)**

% wt	Species	Common Name
5.0	Alopecurus pratensis	
5.0	Cynosurus cristatus	
30.0	Festuca pratensis	
25.0	Festuca rubra ssp rubra	
10.0	Poa trivialis	
5.0	Trisetum flavescens	
1.5	Angelica sylvestris	
2.0	Filipendula ulmaria	
1.0	Galeopsis tetrahit	
1.0	Geum rivale	
3.0	Iris pseudacorus	
0.5	Lychnis flos-cuculi	
0.5	Lycopus europaeus	
0.5	Lythrum salicaria	
1.5	Prunella vulgaris	Seaf Heal
2.0	Ranunculus acris	Meadow
2.0	Ranunculus sceleratus	
0.5	Scrophularia auriculata	
3.0	Silene dioica	Red Campion
1.5	Stellaria holostea	Great Stitchwort
1.0	Succisa pratensis	
100.0	Sown @ 36 Kg/ha	($4g/m^2$)

7 MATERIALS

7.1 General

(1) All materials will conform to no less than the minimum standard of the latest edition of the appropriate British Standard if not specified to a higher standard herein.

7.2 Manufacturer's Recommendations

The Developer will handle, store and apply all products exactly in accordance with the manufacturer's recommendations unless specified otherwise.

7.3 Defects/Death of Plants

Any material defects that appear within the maintenance period, unless agreed otherwise, will be remedied immediately at the Developer's own expense and to the entire satisfaction of the Technical Services Manager.

7.4 Topsoil

(1) Topsoil will consist only of the natural original surface layer (to 300mm maximum), when the vegetation has been removed, of grassland or cultivated agricultural land. Topsoil acquired from woodland, heath, moorland or bog or from those areas impaired by industrial activity or contaminated by heavy metals or other pollutants will not be used.

(2) Topsoil will be fertile, but free from excessive quantities of weed seed, roots of perennial plants, living vegetation or other extraneous material.

(3) Topsoil will be of uniform composition throughout and will contain at least 6% organic matter, intimately mixed with mineral matter. Topsoil will be free from subsoil.

(4) Topsoil will be of a medium loam texture, friable with a crumb structure and will display a reasonable degree of porosity. Reaction will be between pH 6.0 – 7.5 unless otherwise specified.

(5) The chemical composition of the topsoil will be as follows

(a) Total Nitrogen (N) content not less than 0.2%.

(7.4 Cont'd)

(b) Available Phosphorus (P) not less than 70ppm when extracted with 4.2% NaHC03 at pH 8.5.

(c) Available Potassium (K) not less than 300ppm when extracted with 8% ammonium Nitrate.

(6) Topsoil will have no more than 10% stone content by dry weight. The presence of any stones exceeding 25mm diameter will be unacceptable.

(7) Where volumes of topsoil in excess of 500 cubic metres are to be provided the place of origin will be stated and the source will be inspected by the Technical Services Manager, in situ, for approval prior to importation.

(a) Screened Topsoil

Where screened topsoil is specified, in addition to the Specification relating to topsoil generally, this will be graded accordingly to screen sizes:-

3/16" or 1/4" or 1/2" or 3/4" or 1"; whereby 95% of component material passes through the specified screen.

(b) Topsoil for general sports grounds or special facilities use:

Technical Services Manager will supply details of requirement in line with most recent recommendation as applied by the Sports Council or other approved official bodies.

7.5 Peat

Peat will be minimum grade Irish Moss peat to minimum British Standard BS 4156 ; 1990. Peat will be delivered to site in bales, each bale marked with volume content.

Where sustainable alternatives are available these are preferred.

7.6 Sand and Aggregates

(1) Sand will conform to the following specification:

(a) Sand - very fine 0.050 to 0.125mm.
(b) Sand - fine 0.125 to 0.250mm.
(c) Sand - medium 0.250 to 0.500mm.
(d) Sand - coarse 0.500 to 1.000mm.
(e) Sand - very coarse 1.000 to 2.000mm.

(2) Where clean washed sharp sand is specified this will have particle sizes within the range 0.050mm to 0.250mm. Silica sand will be regarded as sand with particle sizes within the range 0.125mm to 0.500mm.

(3) All sand will be lime free.

(4) Sand for amelioration will be exactly according to the particle sizes specified, confirmed by the supplier's authorised certificate.

7.7 Manure

Manure will be well rotted (for a minimum of six months) cow or other farmyard manure with a minimum admixture of straw. Poultry manure will not be allowed.

7.8 General Purpose Compost

(1) Composts will consist of well decomposed vegetable material and leaves, conditioned in storage piles for at least two years. Compost will be moist, but not waterlogged and of medium texture.

(2) Grass clippings will not exceed 25% of the total volume. Compost will be free from injurious chemicals, other extraneous materials detrimental to plant growth and perennial weedroots.

7.9 Interior Compost Mix C1 (Loam Based)

(1) Interior compost referenced C1 will comprise:

Medium grade Irish Moss peat 20% by volume. Sterilised sandy loam topsoil 60% by volume. Medium pulverised bark 20% by volume. Osmocote 17:10:10 Regular at 0.50Kg/m3. Superphosphate at 0.50Kg/m3. Fritted Trace Elements FTE253A at 0.75Kg/m3. Ground Limestone at *2.40Kg/m3. Dolomitic Limestone at *2.40Kg/m3.

(7.9 Cont'd)

* Quantities marked will be adjusted to ensure the compost has a pH value in the range of 5.5 to 4.5 unless otherwise specified.

7.10 Interior Compost Mix C2 (Peat Based)

(1) Interior compost reference C2 will comprise:

Medium grade Irish Moss peat 75% by volume. Sharp washed sand 25% by volume. Osmocote 17:10:10 Regular at 0.60Kg/m3. Superphosphate at 0.60Kg/m3.

Fritted Trace Elements FTE253A at 0.75Kg/m3. Calcium Carbonate at *2.40Kg/m3. Dolomitic Limestone at *3.00Kg/m3.

* Quantities marked will be adjusted to ensure the compost has a pH value in the range of 5.5 to 6.5 unless otherwise specified.

7.11 Perlite

Perlite will be Silvaperl medium grade.

7.12 Tree Planting Compost

Tree planting compost will be Fison's TPMC unless specified otherwise.

7.13 Mulching Material

(1) Mulching material will be graded tree bark. All mulching material will have been composted for at least six weeks at a minimum temperature of 60°C. All resinous toxins will have been removed and the mulch reduced to a near neutral pH. All mulching material will be free from weeds, pests and disease and will contain a minimum number of wood particles, in no circumstances greater than 5% by weight or volume.

(2) All graded bark will be of consistent particle size and free from dust and fines.

(3) Mulching materials will be graded as follows:

(a) Coarse bark - will comprise matured conifer bark with at least 75% of particles in excess of 60mm in size, ranging to a maximum of 150mm.

(7.13 Cont'd)

(b) Graded bark flakes - will comprise matured conifer bark with particle size distribution between 15mm to 125mm. A minimum of 50% of all particles will be within the range 50mm to 100mm.

(c) Bark nuggets - will comprise matured conifer bark with uniform particle size distribution between 15mm to 65mm.

(d) Ornamental bark - will comprise matured conifer bark with uniform particle size distribution between 5mm to 35mm.

(e) Pulverised bark - will comprise matured conifer bark that has been pulverised so that all particles will pass through a 36mm screen.

(f) Shredded bark - will comprise matured conifer bark with a maximum particle size of 45mm.

(4) Straw, sawdust, spent hops, processed or digested sludge will not be allowed.

7.14 Pesticides

(1) All pesticides will be used entirely in accordance with the manufacturer's recommendations. The Control of Pesticides Regulations 1986 and any relevant Code of Practice issued by MAFF regarding the application of pesticides will be complied with at all times.

7.15 Fertilisers

(1) The Developer shall submit a list of fertilisers for approval and use exactly in accordance to the manufacturer's recommendations, unless specified otherwise, and approved by the Technical Services Manager for specified items. Substitute products will not be permitted.

7.16 Soil Conditioners

The following soil conditioner will be approved for use exactly according to the manufacturer's recommendations unless specified otherwise and as determined by the Technical Services Manager.

Alginure Granulate S.

7.17 Grass Seed

(1) All grass seed will be fresh, clean and certified where applicable under the 1976 E.C. Seed Regulations concerning statutory standards for germination purity. All seed will be treated with a bird repellent and appropriate fungicide.

(2) Seed Mixes will be used exactly as specified by reference to the following specifications. All mixes will be expressed as:

% weight by: species: cultivar: seed category.

(a) Grass Seed Mix G1 (Amenity)

% wt	Species	Cultivar	Seed Category
30	Perennial Rye-grass	'Eika'	Certified
20	Chewings Fescue	'Center'	Certified
15	Creeping Red Fescue	'Dawson'	Certified
15	Creeping Red Fescue	'Pernille'	Certified
10	Smooth Stalked Mdw. Grass		
5	Browntop Bent	'Highland'	Certified
5	Browntop Bent	'Saboval'	Certified
100			

(b) Grass Seed Mix G2 (Shade)

% wt	Species	Cultivar	Seed Category
40	Chewings Fescue	'Center'	Certified
40	Creeping Red Fescue	'Dawson'	Certified
10	Browntop Bent	'Highland'	Certified
10	Browntop Bent	'Saboval'	Certified
100			

(7.17 Cont'd)

(c) Grass Seed Mix G3 (Winter Sports/Outfield)

% wt	Species	Cultivar	Seed Category
50	Creeping Red Fescue	'Dawson'	Certified
20	Perennial Ryegrass	'Arno'	Certified
20	Perennial Ryegrass	'Eika'	Certified
10	Browntop Bent	'Highland'	Certified
100			

(d) Grass Seed Mix G4 (Fine Turf)

% wt	Species	Cultivar	Seed Category
40	Chewings Fescue	'Dawson'	Certified
40	Creeping Red Fescue	'Waldorf	Certified
10	Browntop Bent	'Highland'	Certified
10	Browntop Bent	'Holifior'	Certified
100			

(3) All seed packs will bear an official label, showing intended use of the seed mixture, reference number of the seed lot, packers number, brand name or the mixture or the constituent species/varieties and the net weight.

(4) In the event of the Incorrect seed mixture being used, the Developer will eradicate all seedings by use of a translocated herbicide and reinstate the area with the correct seed mixture at no extra cost.

7.18 Grass Turf — See Clause 3.2 of the Specification.

7.19 Plant Material

(1) Except where otherwise stated all plant material will be grown in the British Isles for at least one growing season and will conform at least to the latest edition of BS 3936 Specification of Nursery Stock (Parts (i) to (ix) inclusive).

(7.19 Cont'd)

(2) In addition, container grown plant material will meet the minimum standards defined in the latest edition of the British Container Growers Publication 'Specification of Standards for the Production of Hardy Container Grown Plants'.

(3) All plants will:

- Be true to name.
- Be accurately labelled in bundles or individually according to size with the full botanical name.
- Have a well balanced root: shoot ratio.
- Be supplied with a dense, fibrous root system as is possible according to species.
- Container plants must have a root system well established in the present container, i.e. active root growth since potting, but not restricted, conflicted or suffering from the root curl. Plants without adequate root systems will be discarded.
- Be free from physical damage throughout.
- Be free from pests and diseases.
- Be free from physiological disorders and from contamination by perennial weeds or pollutants.
- Have been undercut or transplanted within the last 24 months.
- Be grown under soil and climatic conditions that do not substantially differ from that of the Contract Area.

7.20 Handling

(1) All plant material will be handled according to the recommendations of the latest edition of the 'Code of Practice for Plant Handling' published by the 'Joint Liaison Council on Plant Supplies'. The Code of Practice covers Lifting, Bundling, Packaging, Labelling. Temporary Storage and Transport. These conditions will apply entirely to the Developer when requested to supply plants.

(2) The Developer will give the Technical Services Manager not less than two working days notice of delivery of plants to a site.

7.21 Lifting

(1) Bare-rooted or root-balled deciduous plants will be lifted only when the plants exhibit dormant characteristics, generally from October to March or later where local conditions or season permit. Evergreen plants will be lifted between the first week in September and the last week in October inclusive or the first week in April and the last week in May inclusive only. Plants will not be lifted if severe ground conditions prevail or during periods of high winds, drought or frost. Bare-rooted material will not be lifted more than five days prior to delivery and all plants shall receive adequate protection from drying out, waterlogging, heating-up, frosting or physical damage. The roots of bare-root stock will be immersed in Alginure Root Dip immediately after lifting.

(2) Container grown - deciduous or evergreen plants, will be moved at any provided that the root system is well established in the container and the plants are fully hardened off. However, plants moved outside the normal planting period will be adequately irrigated throughout the whole of the first growing season.

7.22 Bundling

(1) Where appropriate bundles will consist of graded plants with all shoots facing in the same direction. Foliage will be surface dry. Bundles of plants will be tied securely with string or twine which will not by its nature of tension cause damage to the plants. Container grown or bare-rooted plants will not be bundled.

(2) Plants up to 2.5m tall - each consignment will be tied in bundles of equal numbers. The maximum number of plants within each bundle will depend on the size and nature of the plants, but in all circumstances the bundle will be of a manageable size.

(3) Trees in excess of 2.5m height- the maximum quantity in each bundle will be as follows:

40/60mm girth – 15 per bundle
60/80mm girth – 10 per bundle
80/100mm girth – 5 per bundle
100/120mm girth – 3 per bundle

(7.22 Cont'd)

(4) Trees in excess of 10/12 cm girth will not be bundled. In addition these guidelines will be reduced where large heads would be subject to damage. Laterals will be drawn in and securely tied during transit.

7.23 Packaging

(1) The foliage of all plants will be surface dry before packing and the contact between foliage and bare roots minimised.

(2) Container grown plants or bare-rooted trees (up to 14 cm girth), will not normally receive additional packaging, except in certain selective species.

(3) Trees up to 450mm tall excluding forestry transplants will be entirely enclosed in 250 gauge plastic film bags, securely tied at the top. Plants will not be packed too tightly, but loosely bundled within the bag. Plants with thorns or spines will have their roots only enclosed in the bag, which will be securely tied at the base of the stems.

(4) Root-balled plants will be adequately supported to prevent collapse or disintegration of the root-ball. The root-ball will be protected against drying out by firmly wrapping in hessian or other recommended material. Wrapping will be secured by tying over the top of the root-ball.

(5) Bare-rooted trees over 14 cm girth will be supplied without soil adhering to the roots unless specified otherwise, but will have their roots packed in moist compost and enclosed in hessian or 500 gauge plastic film, securely tied to the stem at nursery soil level. Trees so wrapped will be kept shaded at all times.

7.24 Labelling

(1) All plants will be adequately labelled. Each individual tree, bag or lot of one species/cultivar will bear a securely attached durable primary label stating:

The genus, species and cultivar of the plant concerned.

The grade and quantity in the bundle or lot.

The total quantity in the whole consignment.
The Supplier's name.

(7.24 Cont'd) (2) At least 10% of each consignment of particular plants will bear a secondary label related to the primary label and clearly identifying the plant in question.

7.25 Temporary Storage (1) Every effort will be made to limit the time period between lifting and despatch and the time period between receipt and planting. Container grown material will be maintained upright in their containers and watered as required by local conditions.

(2) On receipt bare-rooted plants will be immediately heeled-in to moist friable topsoil or compost or placed *in* an indirect humidified cold store. Where heeled-in the plants will be well firmed to exclude air pockets, (particularly on the inside of bundles), and will be watered periodically as local conditions require. Protection will be given against damage by small mammals.

(3) Root-balled plants will be kept moist and will be protected from direct sunlight. If root-balled plants are to be stored for more than three days they will be placed on a well-drained surface and the root-balls entirely covered with peat, bark or compost.

7.26 Transport (1) All plants will be protected from drying out during loading and transport. Plants will be stacked in such a way to avoid damage or crushing by weight from plants above.

(2) All consignments will be completely sheeted irrespective of length of journey. Where more than one delivery destination *is* involved additional sheeting will be used between each consignment to limit the period of exposure of the plants.

(3) Any plants damaged in transit will be discarded and replaced at the Developer's own expense. Bare-rooted material will be heeled in immediately on delivery to planting site.

7.27 Trees (1) Trees will have a straight stem with a well developed, evenly balanced crown, free from crossing branches. Where appropriate, according to species, trees will have a well-defined central leader. Standard trees will have all temporary

(7.27 Cont'd)

feathering removed flush with the stem. Feathered trees will be furnished evenly with well-balanced lateral shoots to ground level. The orientation of trees will be marked on the north side prior to lifting.

(2) Where trees are budded or grafted they will be bottom worked unless specified otherwise. The root stock will be named. Such trees will have no more than a slight bend at the union.

7.28 Tree Stakes

(1) Tree stakes will be softwood, 75mm to 100mm top diameter, round, peeled, pointed at the base. Stakes will be treated with a vacuum pressure impregnated preservative using a copper chrome arsenate formula to BS 4072, (to a minimum net dry salt retention of 6.4Kg/m^2). All timber over 30% moisture content will be kiln dried.

(2) Lengths of stakes will be exactly as described in the specification for particular uses.

(3) Where graded posts are specified these will be as per the standard stake but machine turned to produce cylindrical straight posts, chamfered at the top and graded.

7.29 Tree Ties

(1) Tree ties will be:

(a) Belt for standard trees 80/190mm or greater,

(b) Standard width ties for whips, feathered, half-standard or trees 6/8 cm or less.

7.30 Tree Shelters

(1) Tree shelter will be reinforced PVC laminate with a minimum life expectancy of at least six years; either 0.6m, 0.9m or 1.2m in height as specified. Tree shelters will be attached to an external timber stake, treated with vacuum pressure impregnated preservative, secured using nylon ratchet action ties as follows:

0.6m shelter 0.79m x 25mm x 25mm stake.
0.9m shelter 1.05m x 25mm x 25mm stake.
1.2m shelter 1.35m x 25mm x 25mm stake.

7.31 Tree Guards

Tree guards will be 1.8m, tall 25 x 75mm x 10swg galvanised weld mesh.

7.32 Canes

(1) Bamboo canes will have 10mm top diameter, 1.5m length.

(2) Split canes will be 5mm green obtained from an approved supplier.

8 TREES

8.1 Origin

Except where otherwise specified the plants shall be obtained from approved reputable nurserymen within approximately 200 miles radius of the planting sites where they shall have been growing for at least one year immediately preceding the time of supply in climatic conditions substantially similar to those prevailing in the planting site. In good time before planting the Technical Services Manager may require to inspect in the nursery or as agreed a selection of all plant material for approval. All plant material subsequently delivered to the site shall be at least the same standard in all respects as those approved.

8.2 Condition

Where applicable the trees and shrubs shall comply in all respect with Section 1 of BS 3936, Part 1. All plants shall have good fibrous root systems, carefully preserved in good condition when lifted from the nursery and adequately protected in transit. On delivery to site, trees and shrubs shall be free from pest and diseases and materially undamaged. In good time before planting, if subjects have been budded or grafted this shall be stated and the name of the rootstock shall be supplied if requested by the Technical Services Manager.

8.3 Tree Care

Unwanted dead, diseased and damaged branches shall be pruned back flush with the stem. In the case of crossed rubbing branches, one branch should be removed, the developer shall endeavour to maintain the desired shape of the trees. Bark wounds shall have the ragged edges cut back to healthy tissue in order to reduce the likelihood of infection and encourage the growth of callous tissue. Newly planted trees shall be inspected for insect and fungal attack, and treated if necessary with an approved insecticide and fungicide in accordance with the manufacturer's instructions. Spirals shall be applied for protection against vermin if required. The Developer shall ensure that those trees planted as standard shall be kept free of stem side growth in accordance with the relevant BS. If in doubt, the Developer shall contact the Technical Services Manager.

8.4 Disposal of Dead Trees and Debris

During the replacement of dead trees, any dead trees and used and damaged tree planting/ mulching mats shall be disposed of.

8.5 Soil

The Developer shall inspect the soil area around the base of each tree. Any lift of the soil caused by frost shall be gently firmed and forking shall be carried out to relieve areas of severe compaction. Minor washouts shall be repaired and areas of standing water shall be drained and measures taken to prevent its re-occurrence.

8.6 Method of Planting

In carrying out the replacement of trees, the Developer may be requested to carry out any of the following treatments:

(1) Plant trees in a mix of 50/50 Soil and Mulching Compost, the material to be well mixed, (covering the planting area with a tree planting/mulching mat retained by partial burying. Mats will be of an approved material 1m x 1m).

(2) Plant whips adding the planting medium

(a) slow release fertiliser tablet(s)

(b) slow release fertiliser both to be in accordance with manufacturer's recommendations.

(3) Plant trees using a rutch planting method, using a Schlick or other suitable forest spade.

8.7 Watering

In periods of particular dry weather, the Developer shall be required to water newly planted trees to ensure the survival of the plants.

8.8 Ties

All missing ties shall be replaced by the Developer of the type specified and positioned in accordance with the planting diagram, reposition existing ties if necessary. Ties shall be checked for constriction and loosened to allow for the natural expansion of the stem. Tighten ties, which appear to be too loose, or if there are signs of chafering. Replace damaged or worn ties. All ties should be removed to see if tree still requires support. If weak reposition, it may be possible to shorten stake by 50% and re-tie.

8.9 Stake Inspection/

Where required the Developer shall inspect stakes for signs of damage, rot or fungal attack, such stakes shall be removed and replaced in the same position with a new stake of the size and type specified. Under no circumstances is the old stake end to be left in the ground. Stakes which show

(8.9 Cont'd) movement or indicate instability shall be secured or repositioned if necessary. When the tree is no longer in need of staking, the ties shall be cut and the stake carefully removed from the ground and all removed from site. Where the Developer is required to completely remove the tree stake, he shall backfill the stake hole with topsoil consolidated by hand.

8.10 Weeding

In order to reduce competition, attack from pest and disease and maintain a neat and tidy appearance, grass and weed growth around the base of trees shall be controlled by the Developer. A radius of 150mm shall be treated with an approved herbicide around the base of each tree. Newly created borders up to two years shall be treated with a contact herbicide, applied at regular intervals to maintain a neat and tidy appearance between the periods between March and November. Established trees planted over two years shall be treated with an approved residual herbicide in February. Street trees and the like in small defined edged areas shall have the whole soil areas around the base treated. All herbicides shall be applied strictly in accordance with the suppliers specification. Adequate protection must be provided prior to the use of strimmers. All climbing plants such as Ivy and Honeysuckle, etc., shall be removed from the tree and base.

IMMATURE TREES

8.11 Definition

For the purpose of this Specification an Immature tree is one, which has not attained a height of 5.0m at the commencement of the Development.

8.12 Time of Planting

Unless otherwise agreed planting will take place during favourable weather conditions in the dormant season, which shall generally be from the first week in November to the last week in March inclusive. Evergreen shrubs shall, however, generally be planted between the first week in September and the last week in October inclusive, or the first week in April to the last week in May inclusive.

8.13 Temporary Storage

Upon arrival on the site all trees shall be planted in their respective positions without delay. On no account will roots be exposed to drying wind or sun for longer than is necessary. Planting will not take place during periods of frosty weather or cold winds, or when the ground is excessively wet. If trees cannot be planted immediately after delivery

(8.13 Cont'd) they shall be heeled-in firmly packing soil well around the plant roots, in a suitable location agreed with the Technical Services Manager. The Developer shall ensure that no damage occurs to the plants on heeling-in and until the time of planting shall take all reasonable precautions where necessary, or as directed, watering and straw coverage to protect the plants from drying out and undue exposure to the sun and/or frost.

8.14 Initial Cultivation

The topsoil shall be cultivated to a depth of 150mm avoiding the disturbance of the subsoil, by approved mechanical means, or by hand cultivation on banks or confined areas. All stones, builder's rubbish, weeds, roots or other deleterious matter over 50mm diameter which is brought to the surface shall be removed from the site.

8.15 Planting of Trees/ Removal of Dead Trees

On receipt of instruction from the Technical Services Manager, the Developer will replant dead or damaged trees. All trees will be pit planted into a medium of 50/50 Soil and Mulching Compost, which will be well mixed. The pit shall be of dimensions such that the free spread of roots is not affected and the depth shall be 50% deeper than the vertical extent of roots from the 'root collar'. During back filling, the planting medium shall be well trodden and the tree shall be kept vertical. The tree shall be supported in the following manner:

Tree will be of a bare-root, open ground or root ball type unless otherwise agreed with the Technical Services Manager.

Size of Tree	No. of Stakes	No. of Ties
Standard	1No.	2No.
Tall Standard	1No. (or 2No. depending on location)	3No.
Semi-mature	Method by Agreement	
Small Whips	1No.	2No.
Whips & Feathered Trees	1No.	2No.
Large Whips	1No.	2No.

8.16 Semi-Mature Trees and Advanced Nursery Stock

The planting of semi-mature trees and advanced nursery stock is not covered in this Specification. All such work must be carried out in accordance with BS 4043 : 1989 "Recommendations for Transplanting root-balled trees" and a complete

(8.16 Cont'd) specification for preparation of the tree, planting and aftercare must be agreed.

8.17 Standard Trees - Extra Heavy

Unless otherwise specified, standard trees shall be advanced nursery stock having a minimum overall height above ground of 2.75m above ground level. They shall be vigorous with a reasonably straight stem having a minimum circumference of 100mm when measured 600mm to 900mm above ground level, and shall be free from side growths to a height of 1.8m to 2m above ground level. According to species, standard trees shall have either a well-balanced branching head or a well defined straight and upright central leader with branches growing out from the stem with reasonable symmetry.

8.18 Tall/Heavy Standard

Unless otherwise specified, tall standard trees shall be advanced nursery stock having a minimum overall height above ground of 4.5m above ground level. They shall be vigorous with a reasonable straight stem having a minimum circumference of 125mm when measured 600mm to 900mm above ground level, and shall be free from side growths to a height of 2m to 2.4m above ground level. According to species standard trees shall have either a well balanced branching head or a well defined straight and upright central leader with branches growing out from the stem with reasonable symmetry.

8.19 Planting

Prior to planting all damaged roots and branches shall be cleanly removed and the cuts and wounds coated with an approved tree wound paint in accordance with BS 3998 (Recommendations for Tree Work).

Excavate planting holes for standard trees at least 75mm greater than the depth of the root system and wide enough to accommodate all of the roots without restriction. Holes shall be a minimum of 1m in diameter and 600mm in depth below finished ground level. On no account shall tree holes be left unfilled overnight.

The size of the planting pit will be such that no root has to be bent, folded or cut to accommodate the tree. The turf cut to allow for planting will be placed in the base of the hole after the bottom of the pit has been broken up using a fork inserted to a full spit depth. On areas that are box mown, all surrounding turf will be protected during the planting operation by the use of sheets or boards

(8.19 Cont'd)

and the tree planted in a circular pit, cut using a half moon iron. After planting, the sides of the pit will be earthed up and the surrounding turf swept clean. Planting will not take place whilst there is frost in the ground. In carrying out the planting operation, the Developer will ensure that the root collar of the tree is not buried and that the planting depth of the tree corresponds with its growth in the nursery.

Excavated subsoil shall be removed but excavated topsoil shall be returned into the bottom of the planting holes and two large shovels of tree and shrub planting compost incorporated by hand forking. Prior to planting sufficient additional topsoil to completely backfill the planting hole shall be obtained. Before any topsoil is placed in tree planting holes the exposed subsoil shall be loosened to a full spit depth and any compaction of the sides scarified.

Each tree shall be planted upright in the centre of the hole with the roots spread evenly outwards and downwards without restriction, and set at nursery level with due allowance for settlement. Having covered the roots with finely broken up soil, the remainder of the hole will be filled with topsoil into which has been incorporated 200 grammes per tree of fertiliser in the ratio of 12:18:12, (N:P:K) and which shall be trodden down to consolidate, and watered in dry weather.

8.20 <u>Staking (Standard Trees)</u>

Each standard tree shall be supported by a minimum 65mm diameter and 3m long (average) unpeeled larch stake pointed on one end and drive into each hole before planting to a depth of at least 900mm below finished level. Peeled larch and sweet chestnut stakes may be used, the lower 1 – 1.2m having been coated with a non-injurious wood preservative (not creosote or tar), allowing at least 150mm above ground level. The stake, which shall be on the windward side of the tree and as near the tree as possible, shall not interfere with the free movement of the branches. After planting the stake shall be reduced in height where necessary, and should not be higher than 60% of the overall height of the tree.

Tall standard trees may require double staking, particularly in exposed positions. Two stakes as above shall be driven firmly on either side of the tree with a cross bar or webbing strip to which the stem is attached.

8.21 Tying

Each tree shall be securely fixed with "Tom's" reinforced rubber tree ties or other approved, two ties for each standard tree and three for each tall standard tree, positioned to prevent any abrasion of the main stem. Tree ties should be positioned 25mm from top of stake and half way down stake. Nail through tie, into stake to secure and prevent slipping.

8.22 Tree Guards

Where required, each standard tree shall be protected after planting by a 1.8m high tree guard of galvanised weldmesh (25 x 75mm x 10 s.w.g.) as approved. The guards shall be secured to the stakes with galvanised staples in an approved manner which allows easy adjustment of the ties, does not impede natural movement or restrict growth, and which leaves a 100mm gap between the base of the guard and the finished ground level.

8.23 Specimen Trees in Paved Areas

Where required excavate a pit 2.5m x 2.5m x 1m deep and backfill with topsoil and consolidate. Drainage may be required to the bottom of the pit in certain site conditions, and should be connected to the surface water drainage system. Trees shall then be planted as described above. They will require guards for protection, which may need to be more substantial and permanent than the above (e.g. wrought iron). All paving surrounding the tree shall be such as to allow free passage of air and water to the soil beneath. This may be by means of purpose made tree grill (e.g. precast concrete or cast iron) or by using small unit paving (e.g. bricks) with open joints and left ungrouted.

8.24 Existing Trees

Where existing trees are to be incorporated within the approved landscape design, all associated work is to be with the agreement of the Wiltshire Council Forestry and Countryside Officer.

9 WHIPS OR FEATHERED TREES

9.1 Small Whips

Small whips shall have a defined straight and upright stem to a height of between 1m and 1.2m above ground level. They shall be well furnished with lateral shoots and shall have been transplanted to encourage fibrous root systems.

9.2 Staking (Whips or Feathered Trees

Each large whip shall be supported by a minimum 40mm diameter average 2.2m long unpeeled larch stake pointed at one end and driven into each hole before planting to a depth of at least 900mm below the finished level. The stake shall be on the windward side of the whip and as near the whip as possible, but where necessary and where directed, any side growths, which obstruct effective attachment to the stake, shall be cleanly removed and the cuts painted with an approved tree wound paint. Each whip shall be securely fastened with at least one approved tree tie positioned in such a manner as to prevent any abrasion of the main stem.

9.3 Planting (Small Whips and Feathered Trees)

Each whip shall be placed upright in the centre of a hole large enough to accommodate the roots without restriction or damage. The whips shall be set at nursery level with due allowance for settlement and with roots spread evenly outwards and downwards. Having covered the roots well with finely broken up soil, the remainder of the excavated soil into which has been incorporated 100 grammes per whip of fertiliser in the ratio of 12:18:12 (N:P:K), shall be returned, trodden down to consolidate and watered in dry weather.

9.4 Large Whips

Large whips shall have a defined straight and upright stem to a height of between 1.5m and 1.8m above ground level. They shall be well furnished with lateral shoots and shall have been transplanted to encourage fibrous root systems.

9.5 Planting

Excavate planting holes for large whips at least 75mm greater than the depth of the root system and wide enough to accommodate all the roots without restriction. Holes shall be a minimum of 600mm in diameter and 600mm in depth below finished ground level. On no account shall tree holes be left unfilled overnight. Excavated subsoil shall be removed as previously specified but excavated topsoil shall be returned into the bottom of the planting holes and two large shovels of well

(9.5 Cont'd) matured straw farmyard manure incorporated by hand forking. Prior to planting sufficient additional topsoil to completely backfill the planting hole shall be obtained. Before any topsoil is placed in tree planting hole, the exposed subsoil shall be loosened to a depth of one full spit and any compaction of the sides scarified. Each whip shall be planted upright in the centre of the hole with the roots spread evenly outwards and downwards without restrictions and set at nursery level with due allowance for settlement. Having covered the roots with finely broken up soil, the remainder of the hole shall be filled with topsoil into which has been incorporated 100mm grammes per whip of fertiliser in the ratio of 12:18:12 (N:P:K), and which shall be trodden down to consolidate, and watered in dry weather.

9.6 Replacement Trees The Developer shall be responsible for maintaining all planted trees and for the replacement of failures or unsatisfactory plants during the first year with similar species in the same manner as detailed above at a suitable season at his own expense.

Trees will be bare-root, open ground or root ball type trees.

MATURE TREES

9.7 Definition Mature trees for the purposes of this Specification are those that have exceeded 5.0m in height.

10 FENCING (INCLUDING GATES)

Approved types of fence construction acceptable for adoption include the following:-

(i) Close board fence 1.8m high.
(ii) Timber palisade fence 1.8m high.
(iii) Chain link fence 1.8m high.
(iv) Low timber palisade gate.

Typical acceptable details of the above are attached as Appendices A-D.

Where the Developer wishes to use a different style or standard of fence/gate the details must be submitted to the Technical Services Manager for approval at the submission stage and agreement reached prior to construction/installation.

Details of other similar items to be offered for adoption must be presented in a similar format and agreement (in writing) reached prior to construction/installation.

11 HARD LANDSCAPING DETAILS

Approved forms of construction acceptable for adoption include the following:

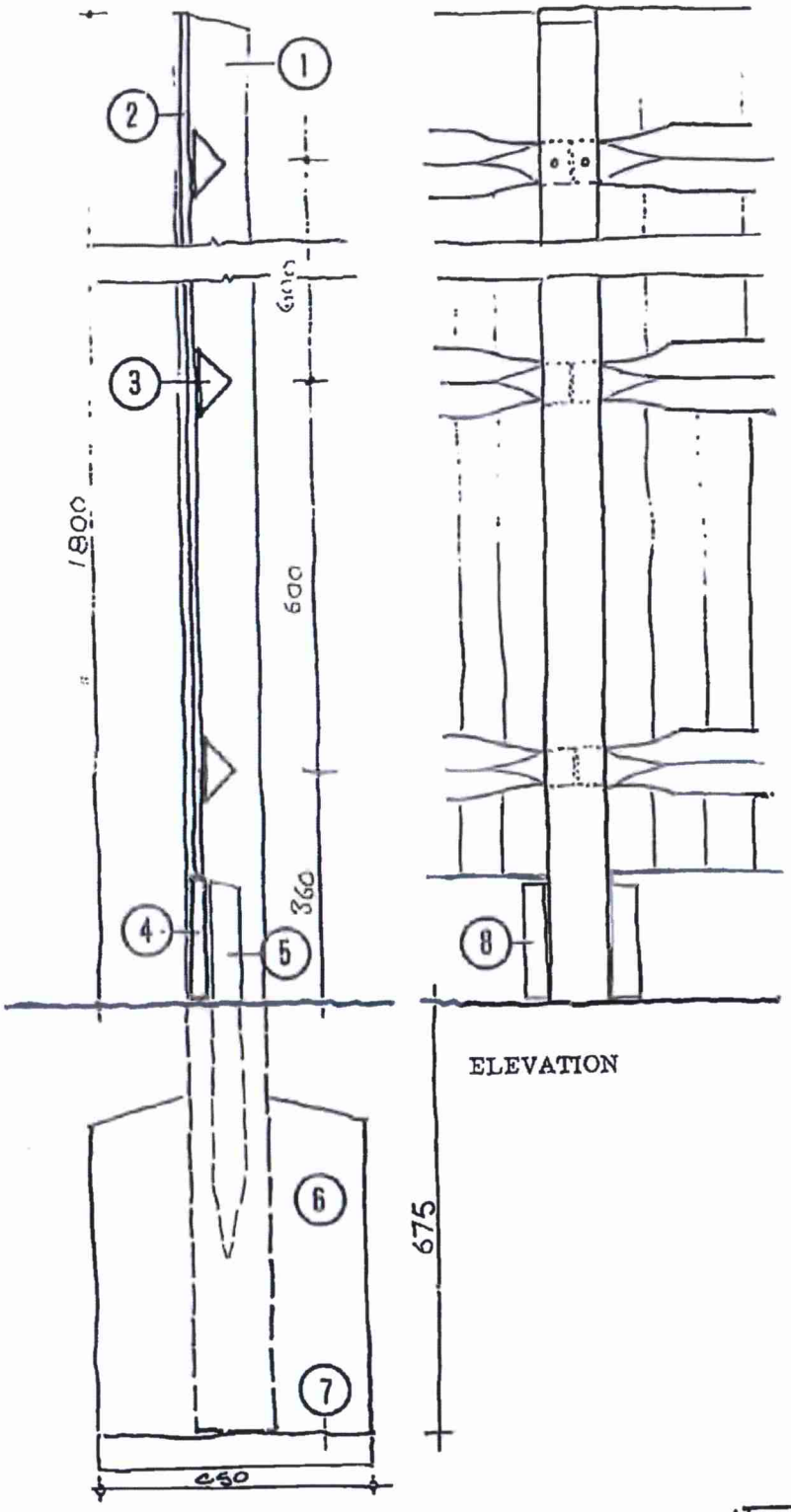
(i) Sealed gravel paving.
(ii) Compact hoggin paving.
(iii) Pre-cast concrete flat paving.
(iv) Mono slab grass/concrete paving.
(v) Precast concrete edging.
(vi) Granite sett trim.
(vii) Timber board edging.
(viii) Brick on edge edging.
(ix) Cast iron free surround.

Where the Developer wishes to use different surface treatments or provide differing surface features then detail must be submitted to the Technical Services Manager for approval at the submission stage and agreement reached prior to construction/installation.

Typical acceptable details of the above are attached as Appendices E-K incl.

12 EQUIPPED PLAY SPACES

Where the requirement for equipped play spaces have been identified in the Supplementary Planning Guidance:- 'Recreation space, Public open space and Private amenity spaces in Residential areas', they should be installed in accordance with the Wiltshire Council Equipped Play Space Specification.



ELEVATION

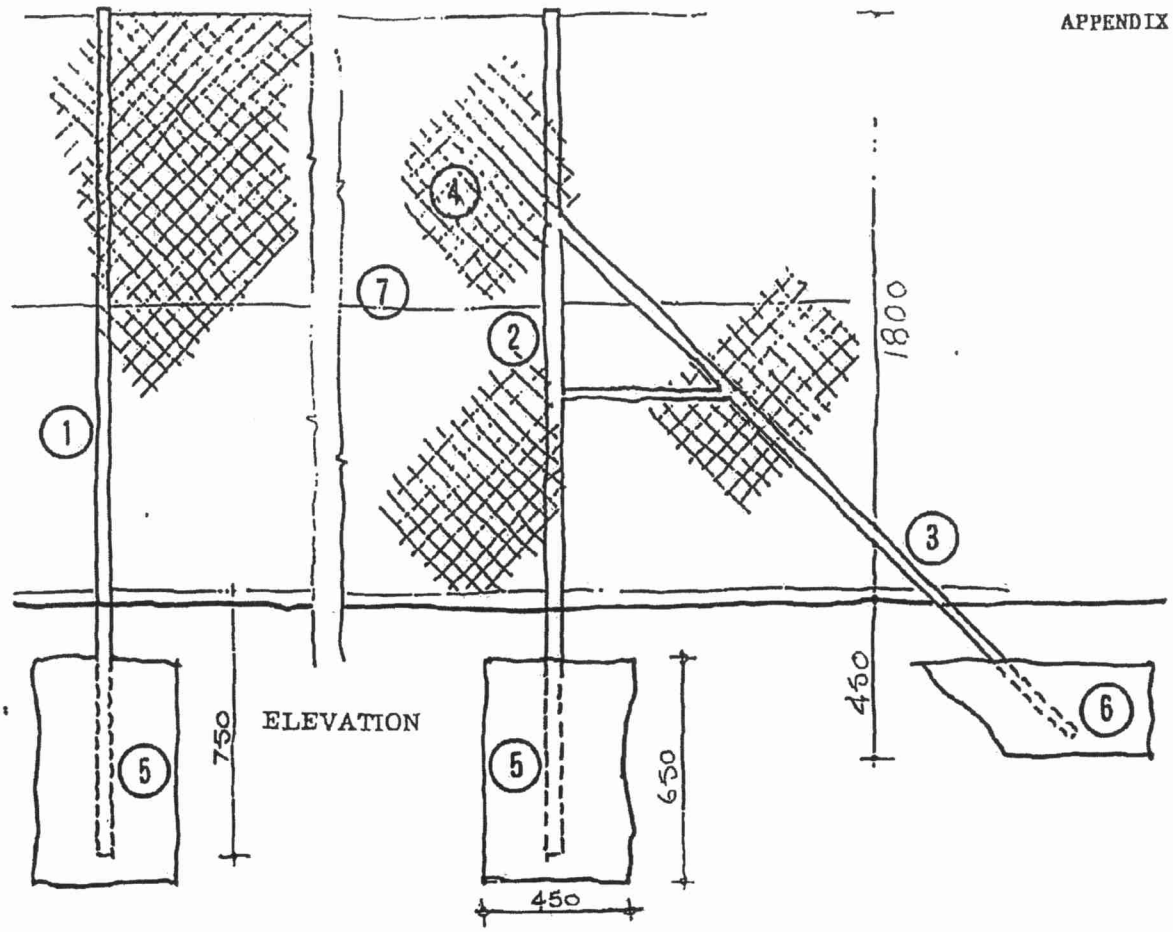
1. 100 x 100 mm oak post at 2.7 m max. centres morticed as required by BS 1722, pt 5.
2. 90 x 14 mm tapered to 7 mm oak boarding. 50 mm galv. nail fixing.
3. 75 x 75 mm triangular arris rail shaped to fit mortices. Top rail only to have 15 mm oak peg fixing.
4. 200 x 25 mm gravel board.
5. 50 x 50 x 600 mm stump let into ground at centre of gravel board.
6. 450 x 450 x 525 mm concrete surround to post. Concrete mix 1:6.
7. 50 mm coarse aggregate.
8. 50 x 38 mm bearers nailed to post and gravel board.

NOTE: All timber shall be pressure impregnated with preservative as specified.

Timber quality shall be as noted in BS 1722, pt 5, Appendix N.

Ground slopes accommodated by inclining the arris rails in their mortices up to a maximum of 15 degrees

project		
drawing	EXTERNAL WORKS DETAIL Close board fence 1.8 m high	
scale	approved	date



1. 38 x 38 mm RHS 2.6 mm thick intermediate post, 3.0 m spacing, galvanised mild steel paint finish. Posts to be drilled to receive stirrup wire.

2. 50 x 50 mm RHS x 3.2 mm thick straining post at corners, ends and changes of direction and 150 m intervals on straight runs.

3. 25 mm x 25 mm RHH x 20 mm thick strut and brace.

4. Chain link fence wire to comply with BS 4102, plastic coated, 50 mm mesh. Heavy grade.

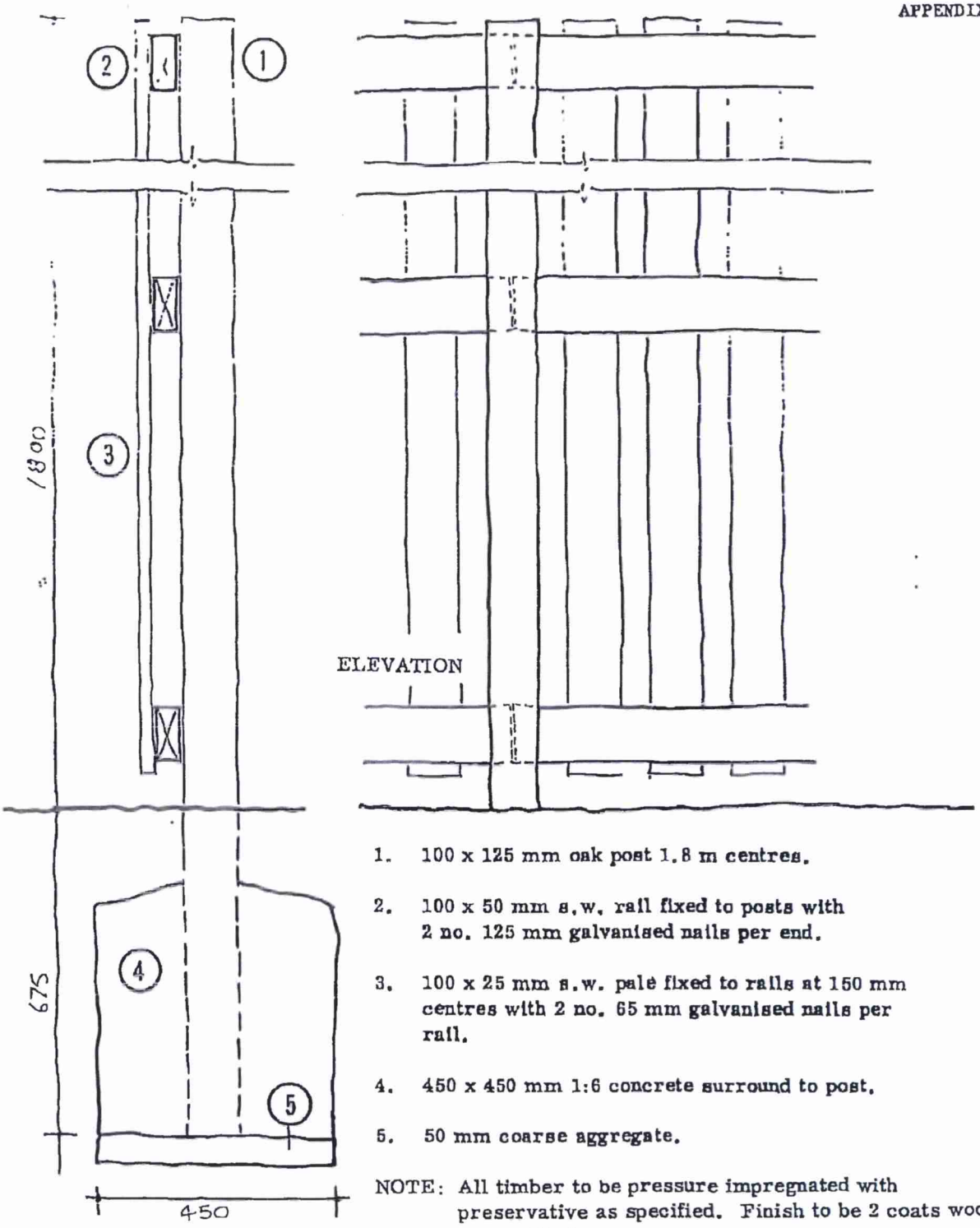
5. 450 x 450 x 650 mm concrete foundation to posts, concrete mix 1:6.

6. 450 x 300 x 300 concrete foundation to strut concrete mix 1:6.

7. Plastic coated line wire 3.0 mm diameter core.

Note Winding brackets, stretcher bars, and other fittings and materials shall be as specified in BS 1722 Part 1.

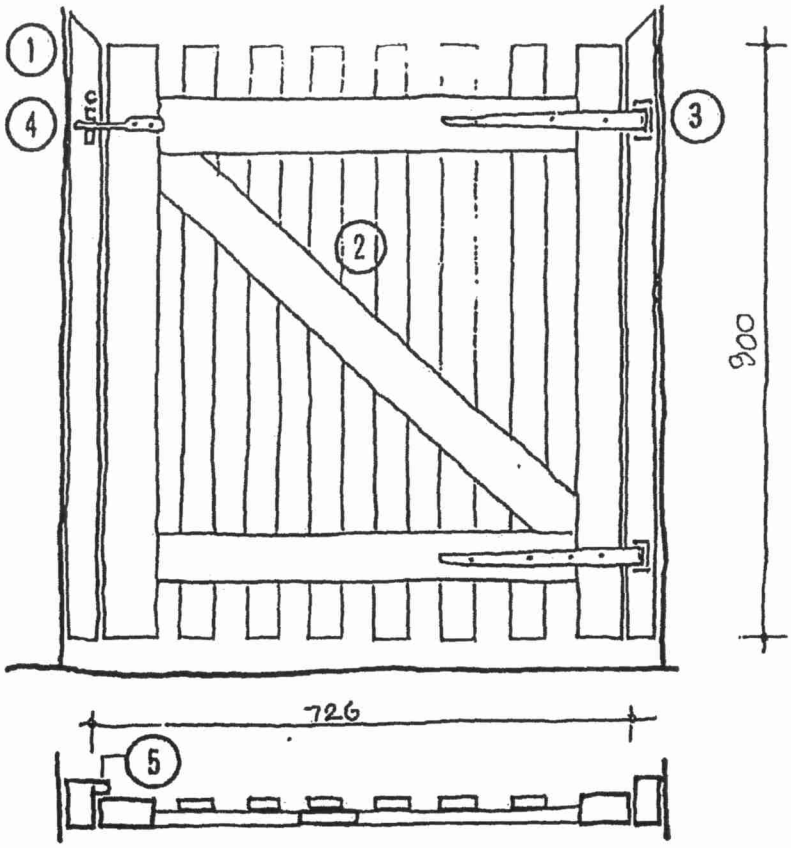
project		
drawing	EXTERNAL WORKS DETAIL Chain link fence 1.8 m high	
scale 1:20	approved	date



1. 100 x 125 mm oak post 1.8 m centres.
2. 100 x 50 mm s.w. rail fixed to posts with 2 no. 125 mm galvanised nails per end.
3. 100 x 25 mm s.w. palé fixed to rails at 150 mm centres with 2 no. 65 mm galvanised nails per rail.
4. 450 x 450 mm 1:6 concrete surround to post.
5. 50 mm coarse aggregate.

NOTE: All timber to be pressure impregnated with preservative as specified. Finish to be 2 coats wood dye as specified.

project			
drawing	EXTERNAL WORKS DETAIL Timber palisade fence 1.8 m high		
scale	1:10	approved	date



1. 44 x 69 mm wrot softwood gate posts, weathered top ends, bolted to brickwork with 2 no. 10 mm x 100 mm expanding bolts, bolt heads recessed. Paint finish.

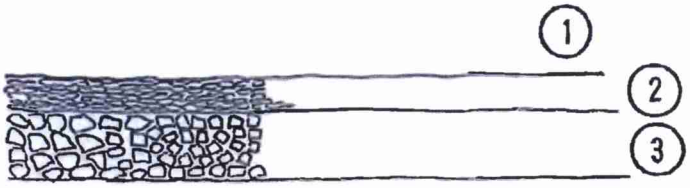
2. Wrot softwood gate constructed in accordance with BS 4092, pt 2, 1966. Pales to be 19 mm x 71 mm wrot softwood fixed at 100 mm centres.

3. 1 pair 300 mm galvanized mild steel tee hinges to BS 1227. 35 mm sherardized screw fixing.

4. Automatic gate latch, galvanized finish 25 mm sherardized screw fixing.

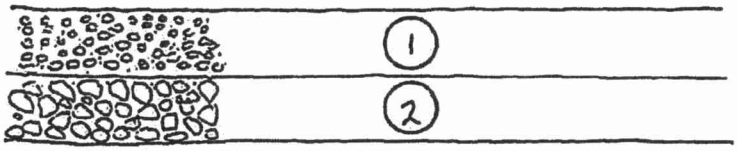
5. 25 x 25 mm softwood planted gate stop. 50 mm sherardized screw fixing 450 mm centres.

project			
drawing	EXTERNAL WORKS DETAIL Low timber palisade gate		
scale	1:10	approved	date



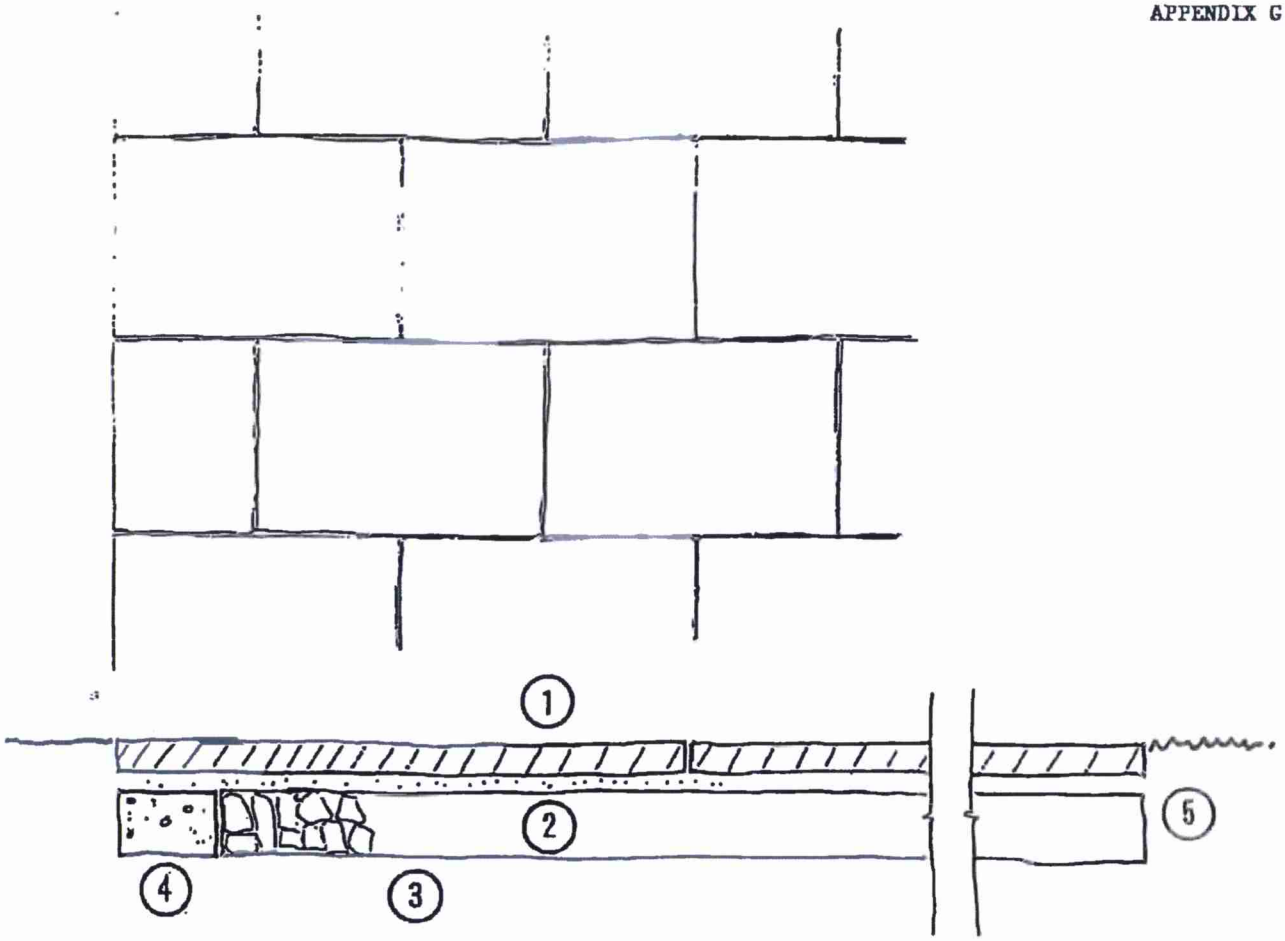
1. 6 mm rolled gravel topping with binder of cut-back bitumen to BS 3690.
2. 45 mm bitumen macadam, 20 mm aggregate.
3. 100 mm hardcore well consolidated with a 508 kg vibrating roller or equivalent.

project		
drawing	EXTERNAL WORKS DETAIL Sealed gravel paving	
scale 1:10	approved	date



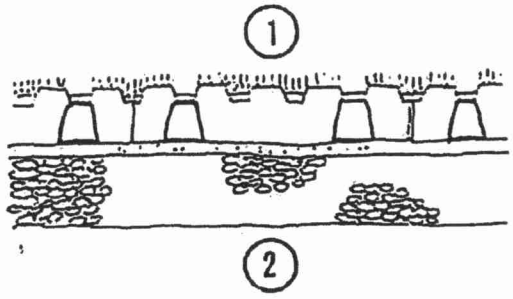
1. 100 mm compacted clean furnace clinker rolled with a 508 kg vibrating roller. Top surface blinded with fine hoggin, watered and rolled to a compacted thickness of 12 mm with a 508 kg vibrating roller.
2. Hoggin with maximum particle size of 50 mm, watered and rolled to a compacted thickness of 100 mm with a 508 kg vibrating roller.

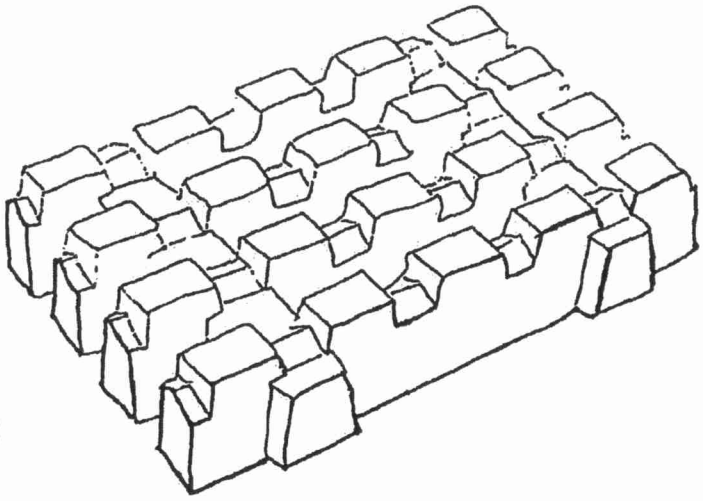
project		
drawing	EXTERNAL WORKS DETAIL Compact hoggin paving	
scale 1:10	approved	date



1. 50 mm x 600 x 900 mm precast concrete flags to BS 368: 1971, natural finish, butt joints.
2. 25 mm sand bed
3. 100 mm hardcore well consolidated with a 508 kg vibrating roller or equivalent.
4. 100 x 150 mm concrete edging to cultivated areas only
5. Detail of paving adjoining turfed area.

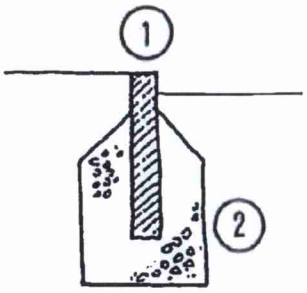
project		
drawing	EXTERNAL WORKS DETAIL Pre-cast concrete flag paving	
scale 1:10	approved	date





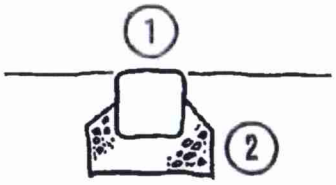
1. Monoslabs Type G, manufactured by Mono Concrete Limited and laid on 20 mm sand in accordance with their recommendations. Interstices to be filled with topsoil to a level of 25 mm below the upper surface of the slab and seeded with grass seed to BS 4428:1969 as specified.
2. 125 mm sub base granular material MOT Type 2 (Specification 1969 cl. 804).

project		
drawing: EXTERNAL WORKS DETAIL Monoslab grass/concrete paving		
scale: 1:10	approved	date



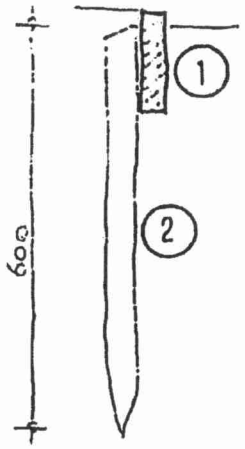
1. 50 x 250 mm precast concrete edging.
2. 75 mm concrete surround 1:2:4 mix.

project			
drawing	EXTERNAL WORKS DETAIL Pre-cast concrete edging		
scale 1:10		approved	date



1. Single course second hand 100 x 100 x 100 mm granite setts.
2. 75 mm concrete bed 1:2:4 mix.

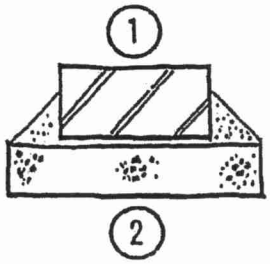
project			
drawing	EXTERNAL WORKS DETAIL Granite sett trim		
scale 1:10		approved	date



1. 150 x 38 mm softwood board pressure impregnated with preservative as specified, nailed to pegs with 65 mm galvanised nails.

2. 50 x 50 mm softwood pegs pressure impregnated with preservative as specified, driven into the ground at 1.2 m centres

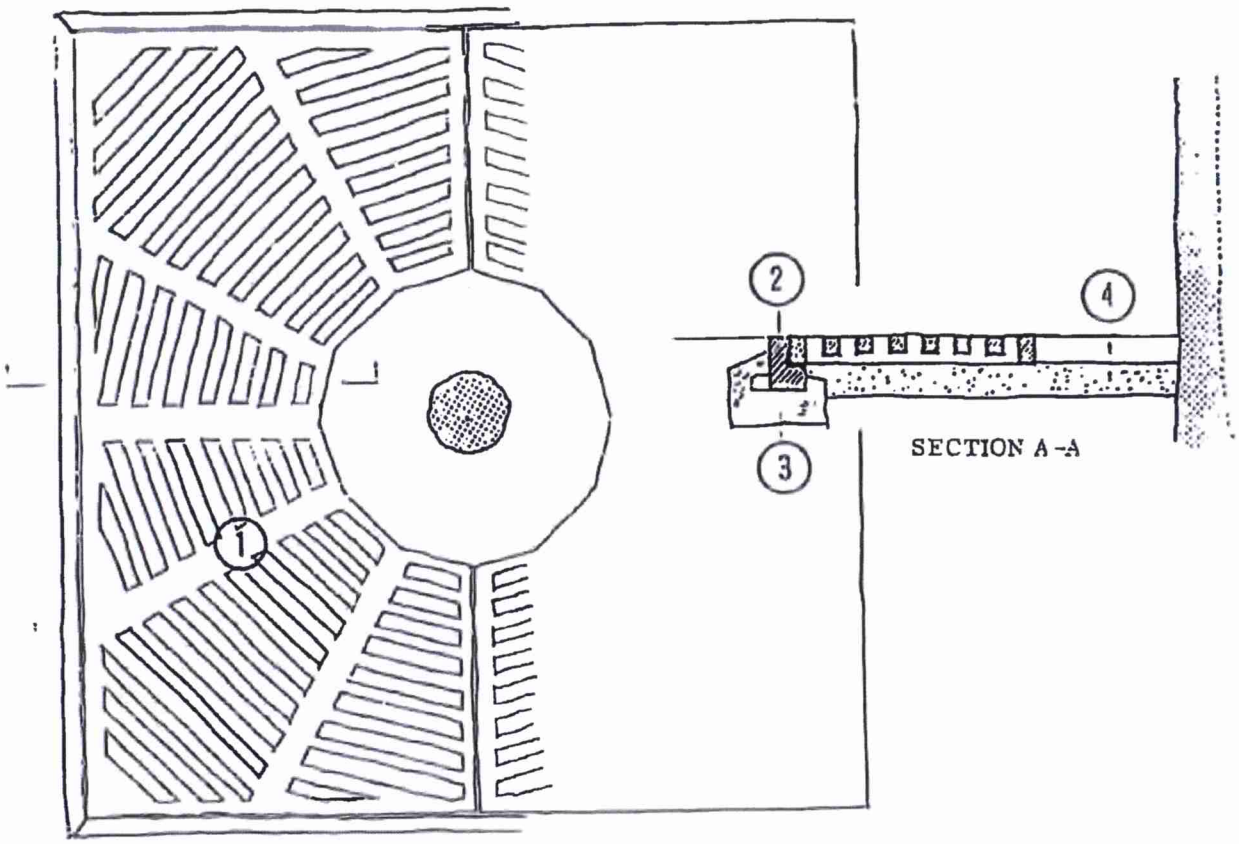
project		
drawing	EXTERNAL WORKS DETAIL Timber board edging	
scale 1:10	approved	date



1. Brick on edge on 1:3 cement mortar bed and mortar haunching. All joints mortar pointed.

2. 75 mm concrete foundation 1:2:4 mix.

project		
drawing	EXTERNAL WORKS DETAIL Brick on edge edging	
scale 1:10	approved	date



1. Cast iron tree grid 1219 mm square as specified.
2. Cast iron angle surround supplied with grid.
3. 75 mm concrete bed and haunching to surround
4. 50 mm hoggin.

project			
drawing	EXTERNAL WORKS DETAIL Cast iron tree surround		
scale	1:10	approved	date

Executed as a deed by affixing The common seal of **WILTSHIRE COUNCIL** in the presence of:

MARK WILSON.

Authorised Signatory
Wiltshire Council



Authorised signatory

Signed as a Deed by **RODNEY FRANK MOODY** in the presence of:

Witness:
Signature:
Name: NEIL PATTERSON
Address: WANSBROUGHS
NORTHGATE HOUSE
DEVIZES
WILTS. SN10 1JX
DX 42901 DEVIZES

Occupation:

Signed as a Deed by **TIMOTHY FRANCIS CHURCH** in the presence of:

Witness:
Signature:
Name: NEIL PATTERSON
Address: WANSBROUGHS
NORTHGATE HOUSE
DEVIZES
WILTS. SN10 1JX
DX 42901 DEVIZES

Occupation:

Signed as a Deed by **DAVID WILLIAM LOCK** in the presence of:

Witness:
Signature:
Name: NEIL PATTERSON
Address: WANSBROUGHS
NORTHGATE HOUSE
DEVIZES
WILTS. SN10 1JX
DX 42901 DEVIZES

Occupation:

Executed as a Deed by **WADDETON PARK LIMITED** acting by

GERALD WALTER KEAY.
Full Name (Director)

Signature of Director

in the presence of

Witness signature

Witness name: DAVID RICHARDSON

Address:

ashfords
Ashford House
Grenadier Road
Exeter EX1 3LH

Occupation: SOLICITOR