Wiltshire Council
Where everybody matters

DATED 17th October **2024**

---

between

WILTSHIRE COUNCIL

and

MARK NORTON TILLEY PHILIP ARTHUR TILLEY AND RICHARD CHARLES TILLEY

and

BELLWAY HOMES LIMITED

Deed under Section 106 of the Town and Country Planning Act 1990

and all other enabling powers

relating to Land to the east of Odstock Road and to the south of Rowbarrow, Salisbury, Wiltshire

Head of Legal Services
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: WCS/139527

Contents

Clause

1 DEFINITIONS 3
2 CONSTRUCTION OF THIS DEED 21
3 STATUTORY PROVISIONS 22
4 COMMENCEMENT 23
5 THE OWNER'S COVENANTS 23
6 THE COUNCIL'S COVENANTS 23
7 GENERAL 23
8 NOTICES 25
9 WAIVER 25
10 CHANGE IN OWNERSHIP 25
11 INDEXATION 25
12 INTEREST 25
13 VAT 26
14 INDEMNITY 26
15 STATUTORY UNDERTAKERS 26
16 DELIVERY 27

Schedules

SCHEDULE 1 : COVENANTS TO THE COUNCIL 28
SCHEDULE 1.1 : AFFORDABLE HOUSING 28
SCHEDULE 1.2 : NOMINATION RIGHTS 32
SCHEDULE 1.3 : AFFORDABLE HOUSING MIX 33
SCHEDULE 1.4 : NDSS AND 85% NDSS 34
SCHEDULE 1.5 : PUBLIC OPEN SPACE 35
SCHEDULE 1.6 : LANDSCAPE PLAN 41
SCHEDULE 2 : COVENANTS BY THE COUNCIL 42
SCHEDULE 3 : WASTE AND RECYCLING 44
SCHEDULE 4 : EDUCATION 45
SCHEDULE 5 : PUBLIC ARTS 46
SCHEDULE 6 : FOOTPATHS 47
SCHEDULE 7 : TRAFFIC WORKS AND TRANSPORT 48
SCHEDULE 8 : BIODIVERSITY ENHANCEMENT 51
SCHEDULE 9 : PHOSPHORUS MITIGATION 52
SCHEDULE 10 : OFFSITE MUGA CONTRIBUTION 53
SCHEDULE 11 : SANG CONTRIBUTION 54

Annex

APPENDIX 1 – PUBLIC OPEN SPACE PLAN 55
APPENDIX 2 – COUNCIL'S STANDARDS 56
APPENDIX 3 – AFFORDABLE HOUSING PLAN 57
APPENDIX 4 – PLAN 58
APPENDIX 5 – PLAY AREA PLAN 59

THIS DEED is dated 17th October 2024

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

(2) **MARK NORTON TILLEY, PHILIP ARTHUR TILLEY AND RICHARD CHARLES TILLEY of** The Old Victoria, Llandenny Usk Monmouthshire NP5 1DL (together the **"Owner")**; and

(3) **BELLWAY HOMES LIMITED** of Woolsington House, Woolsington, Newcastle upon Tyne, NE13 8BF (the **"Developer"**)

BACKGROUND

(A) The Owner is the freehold owner of the Land registered at the Land Registry under title numbers WT288894 and WT238108 shown for the purposes of identification only edged red on the Plan.

(B) The Owner is also the freehold owner of the Blue Land registered at the Land Registry under title number WT238108 shown for the purposes of identification only edged blue on the Plan.

(C) The Developer has the benefit of an option over the Land dated 31 July 2018.

(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 and the Blue Land is situated.

(E) 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 without which the Planning Permission would not be granted.

(F) On 28 April 2022 the Council resolved to grant planning permission for the Development subject to conditions and the prior completion of this Deed to ensure in the interests of the proper planning of the area.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 **DEFINITIONS**

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

"the 1980 Act"	the Highways Act 1980;
"**the Act**"	the Town and Country Planning Act 1990 as amended;
"Adapted Unit(s)"	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 current at the date the Planning Application or any guidance, regulation or circular that replaces part M4(2) standard;
"**Affordable Housing**"	means (1) Affordable Rented Housing; (2) Shared Ownership Housing; (3) Social Rented Housing; and (4) Intermediate Housing 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 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 3 of Schedule 1.1;

"Affordable Housing Contract"	a contract to be entered into between the Owner and the Transferee for the construction of the Affordable Housing Units and the transfer to the Transferee for the Affordable Housing Consideration;
"Affordable Housing Mix"	means the mix of Affordable Housing Units set out at Schedule 1.3 or as otherwise agreed in writing with the Council;
"Affordable Housing Plan"	means the plan attached to this Deed at Appendix 3 and referenced P1597.S106-2 which plan is for the purposes of identification only;
"Affordable Housing Requirement"	means the Affordable Housing to be provided in accordance with paragraph 2 of Schedule 1.1 of this Deed;
"Affordable Housing Unit(s)"	means the Residential Unit(s) to be provided as Affordable Housing in accordance with Schedule 1.1;
"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) in the

	administrative area of Wiltshire (as amended from time to time);
"Biodiversity Mitigation Scheme Contribution"	means the sum of [redacted] Index Linked towards the cost of funding an off-site biodiversity scheme(s)/initiative;
"Biodiversity Mitigation Scheme"	means a scheme undertaken by the Council for the permanent removal of an intensively managed dairy farm at Roundbarrow Farm, Pitton and the conversion of this land to a nature reserve with the allocation of 8 habitat units (lowland calcareous grassland) for this development or such alternative scheme designed by the Council to achieve the same level of biodiversity mitigation;
"Blue Land"	means the land to the east of Odstock Road and to the south of Rowbarrow, Salisbury, Wiltshire shown edged blue on the Plan;
"**CIL Regulations**"	means the Community Infrastructure Levy Regulations 2010 (as amended);
"**Commencement of Development**"	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 save for diversion of services, archaeological investigations, site set up site surveys or investigations temporary fencing and hoarding 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;
"Completion"	the date of issue of building regulation completion certificate by the Owner's architect or in the event

	that the Development is constructed by a party other than the Owner the date of issue of building regulation completion certificate by the other party's architect or in the event that the Owners' architect or the other party's architect were not approved inspectors for the purpose of building regulations, the certificate issued to the Owners' architect or the other party's architect by an approved inspector for the purpose of building regulations relating to the Residential Unit and in the event that in the case of 50% of the Residential Units referred to in clause 4.2 hereof on the one hand and in the case of all the Residential Units referred to in clause 4.2 on the other hand, in the event that building regulation completion certificates should be issued at different times in respect of such 50% or all of the Residential Units then completion shall be the date of issue of the latest of them and "Complete" shall be construed similarly";
"Contribution"	each financial contribution payable under this Deed;
"**Council's Standards"**	means the maintenance provisions in the Standard Specification for the Adoption of Open Space and or the Wiltshire Council Play Specification attached as Appendix 2;
"**Development**"	any development permitted by the Planning Permission;
"**Director"**	the Associate Director of Economic Development and Planning or his appointed representative for the time being of the Council;
"Disposal"	means a sale of the freehold or leasehold and references to "dispose" shall be construed accordingly;

"Early Years Education Contribution"	means the sum of [redacted] Index Linked and payable to the Council as a contribution for a total of 9 nursery places at [redacted] per place towards the expansion of provision for nursery age children in the locality of the Development;
"Engineer"	the Associate Director of Highways and Transport or his appointed representative for the time being of the Council;
"Final Certificate"	means the certificate(s) issued by the Service Head – Waste and Environment, Culture and Operational Change following the Final Maintenance Inspection of the Open Space and Play Area confirming that the Open Spaces and Play Area have been maintained in accordance with the Council's Standards appended at Appendix 2;
"Final Maintenance Inspection "	means the inspection or inspections of the Open Space and the Play Area conducted by the Service Head – Waste and Environment Services eleven (11) months after the commencement of the Maintenance Period (or an alternative time period at the Service Head – Waste and Environment Services' discretion) to ensure that the Open Space and the Play Area have been maintained in accordance with the Council's Standards and that the plants and trees are in good health and to determine whether it is appropriate to issue either a Remedial Notice or the Final Certificate in the Service Head – Waste and Environment Services' absolute discretion.

"Footpath Contribution"	means the sum of [redacted] Index Linked as a contribution to enhancement of existing footpath system BRIT 8 from the site boundary to the A338 road;
"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;
"Homes England"	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 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;
"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);
"**Index**"	a. 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 Contribution unless otherwise stated in this Deed b. the ROCOS Index published by the Building Cost Information Service of RICS in relation to the wider highways network contributions c. All Items Index of Retail Prices issued by the Office for National Statistics in relation to contributions for open space

	and in the event that such indices shall have changed the Council shall select a reasonable alternative index;
"Index Linked"	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;
"Interest"	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 1.3 the Affordable Housing Mix;
"Intermediate Housing Units"	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 to the east of Odstock Road and to the south of Rowbarrow, Salisbury, Wiltshire shown edged red on the Plan;
"Land Compensation Act"	in relation to clause 14 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 the approved landscape plan for the laying out, construction, landscaping and maintenance of the Open Space, SANG and Play Area all common parts of the roads and footways including the documents listed in Schedule 1.6 of this Deed or as otherwise agreed in writing with the Council;
"Maintenance Period"	means a period of 12 months from the date the Provisional Certificate is issued in respect of the Public Open Space;

"Management Company"	means the private limited company to be established by the Owner (and registered at Companies House) the purpose of which will be (amongst other things) to manage and maintain the Open Space/SANG and or Play Area and all roads and footways constructed as part of the Development;
"Management Scheme"	means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space SANG, Play Area and all common parts of the roads and footways constructed as part of the Development 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 and assessed in accordance with the RICS Valuation Standards (November 2021 or any such replacement guidance issued by RICS);

"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 and current at the Date of this Deed (or such document as shall succeed or replace it) as set out in Schedule 1.4;
"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"	the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 1.2;
"Nutrient Grant Delivery Programme"	means a programme that includes Council-owned sewage upgrades, householder sewage upgrades and first-time sewerage, wetlands, woodland planting, and water efficiency measures to deliver sustainable development in all parts of the catchment of Wiltshire;
"**Occupation**" and "**Occupied**"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction and "Occupy" shall be construed accordingly;

"Offsite MUGA Contribution"	means a contribution of [redacted] Index Linked to be used towards the cost of providing or improving youth and/or adult sports and ancillary services provision at Churchill Gardens, Salisbury;
"Open Space"	means the open space area in perpetuity within that part of the Land and the Blue Land shown for identification purposes shown edged yellow on the Public Open Space Plan;
"Open Space Maintenance Contribution"	means the sum of [redacted] Index Linked payable to the Council's nominee if the Open Space is transferred to it in accordance with Schedule 1.5;
"Open Space Practical Completion Certificate"	means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Highway Operations once he is satisfied that the Open Space has been provided and laid out in accordance with the approved Landscape Plan and Schedule 1.5 has have been complied with;
"Phosphorus Administration Fee"	means a non-refundable fee of five (5)% of the Phosphorus Mitigation Sum;
"Phosphate Mitigation"	means mitigation measures to neutralise phosphorus from the water to mitigate the effects of increased phosphates levels in the catchment area of the River Avon Special Area of conservation caused by the Development in line with Natural England requirements
"Phosphorus Mitigation Scheme"	means a scheme undertaken by the Council in accordance with Nutrient Grant Delivery Programme for or such alternative scheme designed by the Council to achieve Phosphate Mitigation

"Phosphorus Mitigation Sum"	means the sum of [redacted] payable to the Council as a contribution towards the Phosphorus Mitigation Scheme;
"**Plan**"	the plan or drawing attached to this Deed at Appendix 4 and referenced P1597.08B which plan is for the purposes of identification only;
"**Planning Application**"	the planning application for full planning permission for (Revised) erection 86 dwellings together with garages, car barns and refuse/cycle stores. Lay out gardens and erect means of enclosure. Creation of new vehicular access to Odstock Road. Lay out internal roads, including drives and pavements. Provision of associated public space, play areas and landscape planting, dated 14/01/2020 submitted to the Council and allocated reference number 20/00337/FUL;
"**Planning Permission**"	the planning permission for the Development that may be granted pursuant to the Planning Application or such subsequent permission as may be granted by the Council in respect of the Land pursuant to an application for planning permission made pursuant to Section 73 of the Act;
"Play Area"	means that part of the Land having an area to accommodate a NEAP measuring 5490m2 and which for indicative purposes is shown on plan BELL22723 22 attached at Appendix 5 and to be agreed in writing between the Owners and the Council;
"Play Area Certificate"	means the certificate or certificates issued (not to be unreasonably withheld) 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 Schedule 1.5 has been complied with;

"Practical Completion" the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by the other party's architect;

"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 in accordance with the terms of the shared ownership lease all of the shares so that they own the entire Affordable Housing Unit;

"Provisional Certificate" means the certificate(s) issued by the Service Head – Waste and Environment, Culture and Operational Change confirming the Public Open Space has been completed in accordance with the approved Landscape Plan;

"Public Arts Contribution" means the sum of [redacted] Index Linked towards the delivery of integrating public art within the Development or the vicinity of the Development, with no more than 10% of the Public Arts Contribution to

	be used to support the development of an Arts Scheme;
"Public Arts Scheme"	means a plan to be developed by the Council's Arts Team for how public art will be integrated into the Development or the vicinity of the Development through the expenditure of the Arts Contribution;
"Public Open Space"	means the Open Space, the Play Area and the SANG
"Public Open Space Plan"	means the plan attached to this Deed and marked Appendix 1 and dated June 2023 with drawing number P1597.S106-1;
"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 Rents 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 absolute 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;
"Rent Charge/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 Clause 24 of Schedule 1.5 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;
"Residential Units"	means all residential units forming part of the Development including Market Housing Units and Affordable Housing Units and 'Residential Unit' shall be construed accordingly;
"SANG"	means the Suitable Alternative Natural Greenspace to be provided within the Site, as shown edged with a dashed green line on the Public Open Space Plan at Appendix 1;
"SANG Compliance Visit"	means a visit carried out by the Council to ensure that the Open Space is providing the mitigation required in compliance with the Habitats Regulation Assessment agreed with Natural England;
"SANG Contribution"	means the sum of [redacted] Index Linked and payable to the Council towards compliance monitoring of SANG provision in

accordance with requirements of the latest version of the Council's interim recreation mitigation strategy for the New Forest internationally protected sites;

"SANG Mitigation Scheme" means the approved scheme providing a minimum of 2.4 hectares of SANG within the Public Open Space and identified on Landscape plans (ACD BELL22723 11 sheets 1-6 Rev D), the Landscape and Ecological Management Plan (LC Ecological Services March 2022), the Landscape Plan and the Public Open Space Plan at Appendix 1 and to be managed for the purpose of providing:

- Links to publicly accessible open spaces including Harnham Slope County Wildlife Sites, River Avon, Little Woodbury Scheduled Monument.
- Access to circular walks measuring 1.6km-3.2km around the SANG and public footpaths;
- Access points for visitor use;
- Ancillary furniture including signage, waste connection points and seating;
- Contract for the removal of dog waste and rubbish
- Unrestricted space where it is possible for dogs to be exercised freely and safely off lead;
- Completion of all tree, scrub, and hedge planting and seeding;
- Installation of bat boxes, bird boxes, and reptile hibernacula; and
- Wildflower grassland;

"SANG Practical Completion Certificate" means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Environment and Climate once he is satisfied that the SANG has been provided and laid out in accordance with the approved SANG Mitigation

	Scheme and Public Open Space Plan and Schedule 1.5 has been complied with;
"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;
"Standards"	means the size standards promoted by Homes England as at the date of this Deed being at least 85% NDSS;
"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;

"The Waste and Recycling Contribution"	means the sum of [redacted] Index Linked and payable to the Council as a contribution for waste and recycling bins;
"Working Day(s)"	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" 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:

3.1.1 Section 106 of the Act;

3.1.2 Section 111 of the Local Government Act 1972;

3.1.3 Section 93 Local Government Act 2003;

3.1.4 Section 1 Localism Act 2011; and

3.1.5 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 Deed 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 This Deed takes effect on the grant of the Planning Permission.

4.2 The Owner shall notify the Council before:

4.2.1 the Commencement of Development;

4.2.2 the date of construction of the first Residential Unit and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice.

4.3 If the Owner has not provided the information referred to in clause 4.2 above within 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 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.

5 **THE OWNER'S COVENANTS**

The Owner will observe and perform the obligations set out in this Deed (other than clause 7.6 which the Developer will observe and perform) and the Schedules.

6 **THE COUNCIL'S COVENANTS**

The Council covenants with the Owner as set out in Schedule 2.

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 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 expires within the meaning of Sections 91 92 or 93 of the Act this Deed shall cease to have effect.

7.6 The Developer shall pay to the Council 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.

7.7 The Owner shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed.

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

7.9 If required by the Council the Owner shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry.

7.10 Where the agreement approval consent or expression of satisfaction is required by the Owner 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.

7.11 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.

7.12 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.

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

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 registered or recorded delivery post 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 20/00337/FUL.

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 written notice within 7 days 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 **VAT**

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

13.2 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.

14 **INDEMNITY**

14.1 The Owner hereby undertakes and agrees 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:

14.1.1 Compensation (including any claim arising under the Land Compensation Acts)

14.1.2 Damages

14.1.3 Costs

14.1.4 Charges

14.1.5 any other payment

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

14.2 The Owner 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 or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council.

15 **STATUTORY UNDERTAKERS**

The provisions of this Deed shall not bind 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.

16 **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

SCHEDULE 1.1 : AFFORDABLE HOUSING

Affordable Housing

The Owner covenants with the Council that it shall:

General

1. 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;

2. Provide:

2.1. at least 40% of the Residential Units as Affordable Housing at Nil Subsidy;

2.2. 60% of the Affordable Housing Units shall be Affordable Rented Units and 40% shall be Shared Ownership Units unless otherwise agreed in writing with the Council; and

2.3. 10% of the Affordable Housing Units as Adapted Units unless otherwise agreed in writing with the Council.

Design of Affordable Housing Units

3. Construct:

3.1. all of the Affordable Housing Units to the Standards; and

3.2. the Adapted Units to the Adapted Units Standards;

unless otherwise agreed in writing with the Council;

Affordable Housing Contract

4. Not Commence the Development until the Owner 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 Dwellings to Transferee

5. Transfer the completed Affordable Housing Units to the Transferee for the Affordable Housing Consideration

6. Not to Occupy more than 50% of the Market Housing Units until 50% of 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 8 of this Schedule 1.1 and to provide to the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units;

7. AND Not to occupy more than 80% of the Market Housing Units until 100% of 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 8 of this Schedule 1.1 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

8. Ensure that each transfer of an Affordable Housing Unit shall:

8.1. Be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 years;

8.2. 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

9. 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

10. Ensure that the:

10.1. 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;

10.2. 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 the Homes England).

Distribution and Design of Affordable Housing Units

11. Ensure that the Affordable Housing Units are distributed and designed in accordance with the approved drawings unless otherwise agreed in writing with the Council.

12. Any subsequent design adjustments that are agreed with the Local Planning Authority regards the affordable housing must 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 3 this Schedule 1.1) and shall ensure that the Affordable Housing Units are integrated with the Market Housing Units and in clusters of no more than fifteen (15) Affordable Housing Units

Use of Affordable Housing Units

13. Ensure that the Affordable Housing Units are at all times owned and managed by the Transferee and used and Occupied in accordance with Schedule 1.3 Affordable Housing Mix

13.1. 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

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

or such other tenancy agreement or shared ownership lease as shall be agreed in writing with the Council;

14. Subject to the provisions of paragraphs 16 and 17 of this Schedule 1.1 not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing.

Qualifying Persons

15. Ensure unless otherwise agreed in writing with the Council that the Affordable Housing Units are occupied and let to a person(s) who satisfies the following conditions:

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

15.2. Has a local connection as set out in the Allocations Policy.

Mortgagee Provisions – rented and shared ownership

16. The Affordable Housing provisions of this Deed and the Nomination Rights contained in Schedule 1.2 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 or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

16.1. 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 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

16.2. 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 free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

17. The Affordable Housing provisions contained in this Schedule and the Nomination Rights contained in Schedule 1.2 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 chargees.

SCHEDULE 1.2 : NOMINATION RIGHTS

1. Pursuant to paragraph 9 of Schedule 1.1, 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;

2. 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;

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

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

	Nominations
The initial allocation of each dwelling:	the Council 100%
Thereafter:	the Council 75%
	the Transferee 25%

SCHEDULE 1.3 : AFFORDABLE HOUSING MIX

Affordable Rented

6 x 1 bed 2 person flats

10 x 2 bed 4 person houses

4 x 3 bed 5 person houses

Shared Ownership

10 x 2 bed 4 person houses

4 x 3 bed 5 person houses

Mix to include 2 x 1 bed 2 person flats and 1 x 2 bed 4 person house built to the Adapted Units Standards. The 2 apartments are to be provided on the ground floor of Building A (Plots 1-2) and the 2-bedroom house will be provided on Plot 18 unless otherwise prior approved in writing by the Council.

SCHEDULE 1.4 : 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 1.5 : PUBLIC OPEN SPACE

The Owner shall:-

1 Notify the Council in writing within seven (7) Working Days of completion of the laying out of each of (1) the Open Space, (2) the SANG and (3) thePlay Area of the details of their designated contact for queries regarding the Open Space and/or SANG and/or Play Area and request an inspection by the Service Head – Highway Operations in respect of Open Space and/or Play Area and Service Head – Environment and Climate in respect of SANG.

2 Not to Occupy any Dwellings until the SANG has been laid out and the SANG Practical Completion Certificate has been issued in compliance with the SANG Mitigation Strategy.

3 Not allow more than 50% of the Residential Units to be Occupied unless otherwise agreed in writing until:

3.1 the Open Space Practical Completion Certificate and the 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, the Play Area and SANG have been made available for public use; and

3.4 the Owner has erected a prominent sign on the Open Space, SANG and Play Area indicating who is responsible for maintaining the Open Space, SANG 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 Public Open Space and as soon as the planting season permits to plant in the Public Open Space plants and trees in accordance with the approved Landscape Plan.

5 Not adjust the actual area of Public Open Space 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 to use or allow the Public Open Space to be used for any other purpose other than as Public Open Space for the use by and for the enjoyment of the public in perpetuity.

7 Pay the Council's costs in taking any action to remedy the failure to comply with the Remedial Notice within 21 Working Days of the Service Head – Highway Operations serving notice of the amount due.

8 To insure and maintain or procure the maintenance of the Public Open Space and all common parts of the roads and footways in accordance with the approved Management Scheme to the satisfaction of the Service Head – Highway Operations until completion of its transfer to the Council's nominee or a Management Company and to comply with any Remedial Notice issued by the Service Head – Highway Operations within 28 Working Days.

Transfer to Management Company or Council's nominee

9 Not to allow more than 95% of the Residential Units to be Occupied until the Open Space, SANG and Play Area has been transferred to the Council's nominee or a Management Company in accordance with the provisions of this Schedule and the Public Open Space shall thereafter be maintained in perpetuity in accordance with the approved Management Scheme (unless otherwise agreed in writing with the Council).

10 If the Owner shall transfer the Open Space to the Council or the Council's nominee the Owner shall pay to the Council upon the date of such transfer the Open Space Maintenance Contribution in accordance with paragraph 16 below.

11 To serve written notice on the Council indicating that they wish to transfer the Public Open Space to a Management Company or to the Council's nominee and that the Owner considers the work on the Public Open Space to be completed in accordance with the specification approved by the Council.

12 After receiving the notice set out in paragraph 11 above the Council shall satisfy themselves as to whether or not the Public Open Space has been completed in accordance with the approved Landscape Plan (or as may have been amended in writing following agreement with the Council) and if then satisfied shall issue a Provisional Certificate to that effect within twenty (20) Working Days.

13 If the Council are not satisfied as provided in paragraph 12 above then the Owner will be notified in writing within twenty (20) Working Days of receiving the written notice referred to in paragraph 11 above which shall set out the works of rectification required to remedy any defects or omissions which are not in accordance with the approved specification

and the process described in paragraph 12 shall be repeated until the Council issues the Provisional Certificate whereupon the Maintenance Period shall commence.

14 Two (2) months prior to the expiry of the Maintenance Period the Owner will notify the Council in writing of the date of the Maintenance Period in respect of the Public Open Space, expires and if the Council desires the Council will make any inspection within twenty (20) Working Days of that notice and within fifteen (15) Working Days of the date of the inspection the Council will notify the Owner in writing of any defects or damage arising which is required to be remedied before the issue of the Final Certificate and the Council will if then satisfied that any damage or defects have been made good by the Owner to the reasonable satisfaction of the Council issue the Final Certificate to that effect within twenty (20) Working Days.

15 If within the twenty (20) Working Days specified in paragraph 14 above the Council has not inspected the Public Open Space and the Owner has not agreed an extension thereto then the Council shall be deemed to have inspected the same and found it satisfactory and shall issue the Final Certificate when requested so to do by the Owner.

16 Following the issue (or deemed issue) of the Final Certificate in respect of the Open Space, SANG and Play Area the Owner shall either (in the Owner's discretion) a. transfer the Public Open Space to a Management Company (whose principal objects include the maintenance of the Open Space) or b. Offer to transfer the Open Space SANG and Play Area, in accordance with the following either to the Council or the Council's nominee and shall pay the transferee the Open Space Maintenance Contribution on the date of the transfer (subject to paragraph 17 below).

16.1 The offer shall remain open and available for acceptance for twenty working days ("the Offer Period");

16.2 Prior to the expiry of the Offer Period, not to transfer the relevant land or buildings to any other person body or organisation without the Council's (or the intended transferee's) prior written consent (not to be unreasonably withheld or delayed);

16.3 Following acceptance of the offer, not to unreasonably delay completion of the transfer;

16.4 The consideration payable by the transferee shall be one pound (£1);

16.5 The transfer shall include terms which restrict the use of the land only for its intended use and any and all purposes reasonably ancillary to it;

16.6 The transfer shall include reasonable reservation rights (or easements) of access and services or utilities over the land for the benefit of any other part of the Site where such rights are reserved for the purpose of laying, managing, maintaining, replacing, renewing, cleaning and repairing accesses, services or utilities; and

16.7 The transfer shall include for the benefit of the land the grant of any and all reasonable rights of access, services and utilities as appropriate over any adjoining land or any other part of the Site which rights are reasonably required for the intended use of the land, or its management and maintenance.

17 Unless and until any transfer of the Open Space, SANG and Play Area to the Management Company the Council or the Council's nominee pursuant to any offers made in accordance with paragraph 16 above the Owner shall maintain or procure the maintenance of the Open Space, SANG and Play Area in accordance with the Landscape Plan and shall allow the use of the Open Space, SANG and Play Area provided thereon by the general public from the date the Provisional Certificate is issued and maintain (or procure that the person appointed to manage the Open Space, SANG and Play Area on the Owner's behalf maintains) public liability insurance in the sum of at least five million pounds (£5,000,000) (in aggregate) in respect of the same.

18 If the Owner wishes to transfer any of the Open Space, SANG and Play Area to a Management Company in accordance with paragraph 16 above the transfer shall require the Management Company to maintain such Open Space, SANG and Play Area in accordance with the Landscape Plan and shall allow the use of the Open Space, SANG and Play Area to be by the general public and shall maintain (or procure that the person appointed to manage the Open Space, SANG and Play Area on the Management Company's behalf maintains) public liability insurance in the sum of at least five million pounds (£5,000,000) (in aggregate) in respect of the same.

19 The standard Conditions of Sale (current at the time of the transfer) shall apply to any transfers referred to in paragraph 16 above insofar as the same are not inconsistent with the expressed terms of this Deed.

20 To 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

21 It is agreed that these provisions apply to all common parts of the roads and footways constructed as part of the Development absolutely and also apply to the Open Space, SANG and Play Area in the event that the Owner decides to transfer the Open Space, SANG and Play Area to a Management Company rather than the Council or the Council's nominee.

The Owner covenants with the Council:

22 Not to 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 at its own expense:

22.1 Set up and registered the Management Company as a private limited company incorporated and registered in England at Companies House;

22.2 Ensure 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;

22.3 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;

22.4 Procure through the Management Company documentation (as set out in paragraph 23 below) that the Management Company will hold at least one (1) public meeting per year;

22.5 Procure that the Management Company is responsible for the upkeep and on-going maintenance of the Open Space, SANG and Play Area in accordance with the approved Landscape Plan and the obligations under this Deed.

22.6 Procure that the Management Company is responsible for the upkeep and on-going maintenance of the common parts of the roads, footways, street lighting and road drainage in accordance with the approved Landscape Plan and the obligations under this Deed.

Management Company Documents

23 Not to 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:

23.1 a copy of the company Certificate of Incorporation and Articles of Memorandum;

23.2 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;

23.3 any other relevant documentation relating to the Open Space, SANG and the Play Area;

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

23.5 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, SANG, Play Area and common parts of the roads and footways in perpetuity in accordance with the Management Scheme.

Operation of the Management Company

24 The Owners hereby covenants to;

24.1 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;

24.2 ensure that the Registered Provider is a Member of the Management Company;

24.3 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; and

24.4 ensure that the Management charge/Rent 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/Rent charge is secured in favour of the Management Company.

SCHEDULE 1.6 : LANDSCAPE PLAN

1. Owners' landscape proposals document;

2. Wiltshire Council's Standard Specification for adoption of Open Space;

3. Plans (Landscape Drawings and Landscape Masterplan BELL22723 10D; BELL22723 11D; BELL22723 11D (sheet 1) BELL22723 11D (sheet 2) BELL22723 11D (sheet 3) BELL22723 11D (sheet 4) BELL22723 11D (sheet 5) BELL22723 11D (sheet 6) Landscaping Revised LEMP March 2022);

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;

SCHEDULE 2 : COVENANTS BY THE COUNCIL

The Council covenants with the Owner:

1. To use all sums received from the Owner 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 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 to do so.

The Council shall:

Part I - Open Space, SANG and Play Area

3. Inspect the Open Space and/or Play Area within a reasonable period of having received notification from the Owner and/or the Developer under Paragraph 1 of Schedule 1.5 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, SANG Practical Completion Certificate and the Play Area Certificate (as the case may be).

4. If appropriate following an inspection referred to under paragraph 1 above either:-

   (a) issue the Open Space Practical Completion Certificate, SANG Practical Completion Certificate and the Play Area Certificate (as the case may be); or

   (b) issue a Remedial Notice.

5. Inspect the Open Space, SANG 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, SANG Practical Completion Certificate and the Play Area Certificate under this Deed 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 28 Working Days then the Open Space Practical Completion Certificate, the SANG 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.

8. To issue the Final Certificate after the Final Maintenance Inspection of the Open Space and/or Play Area has been carried out confirming that the Open Space and/or Play Area have been maintained in accordance with the Council's Standard.

SANG Compliance Visit

9. The Council covenants with the Owner to use the SANG Contribution to:

   a. Provide a SANG Compliance visit in each of the first five (5) years after the SANG Practical Completion Certificate has been issued;

   b. Provide a SANG Compliance visit once every five (5) years thereafter until thirty (30) years after the SANG Practical Completion Certificate has been issued; and

   c. Include the SANG in a contract for visitor surveys at year five (5) and year ten (10) after the SANG Practical Completion Certificate has been issued.

SCHEDULE 3 : WASTE AND RECYCLING

The Owner covenants with the Council that it:

1. Shall pay to the Council the Waste and Recycling Contribution prior to Commencement of Development.

2. Shall not Commence Development without paying to the Council the Waste and Recycling Contribution and payment is acknowledged in writing by the Council.

3. Shall prior to Commencement of Development 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.

4. Hereby undertakes and agrees with the Council that the Indemnity provisions in this Deed shall be applicable to any claim or claims made against the Council and such claim arising in connection with or incidental to or in consequence of the Council carrying out its duties of waste and recycling during the course of the Development on the Land and the Owner will hold the Council fully indemnified from and against each and every said claim.

SCHEDULE 4 : EDUCATION

The Owner covenants with the Council that it:

1. Shall pay to the Council the Early Years Education Contribution on or prior to Commencement of Development.

2. Shall not permit Commencement of Development without paying to the Council the Early Years Education Contribution such payment to be acknowledged in writing by the Council.

SCHEDULE 5 : PUBLIC ARTS

The Owner covenants with the Council that it:

1. Shall pay to the Council the Public Arts Contribution prior to Commencement of Development.

2. Shall not Commence Development without paying to the Council the Public Arts Contribution and payment acknowledged in writing by the Council.

SCHEDULE 6 : FOOTPATHS

The Owner covenants with the Council that it:

1. Shall pay to the Council the Footpath Contribution prior to Commencement of Development.

2. Shall not Commence Development without paying to the Council the Footpath Contribution and payment acknowledged in writing by the Council.

3. Shall not Commence Development without agreeing with the Council a plan showing the proposed linking pathways to the surrounding area are provided up to the site boundary with no ransom strips and with unfettered public access and a scheme for their provision.

4. Shall ensure that prior to Occupation of the 65th Residential Unit that the linking pathways to the surrounding area are provided up to the site boundary with unfettered public access in accordance with the plan and scheme referred to at paragraph 3 above.

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

SCHEDULE 7 : TRAFFIC WORKS AND TRANSPORT

Defined Terms

i "The STS Contribution" means the sum of [redacted] as a contribution towards measures to be provided in the Salisbury Transport Strategy

ii "The Bus Shelter Contribution" means the sum of £[redacted] as a contribution towards installing real time information at the bus shelters local to the development

iii "The Bus Stop Works" means works comprising:

1. raised kerbs and bus shelter at the northbound bus stop on Odstock Road;
2. raised kerbs and replacement bus stop sign at the southbound bus stop on Odstock Road.

iv "The Travel Plan" means a full travel plan to be agreed in writing with the Council and based on the submitted framework travel plan, and including (but not restricted to):

1. the appointment of a travel plan co-ordinator;
2. contribution of £1000 to the Salisbury Cycling and Walking maps; and
3. the offer of green travel vouchers to each dwelling in the sum of £300, is provided.

v "The Traffic Order" means a traffic order either:

1. in the event of the roads having been put forward for adoption is deemed necessary by the Highway Authority; or
2. in the event of the roads not having been put forward for adoption is sought by the Highway Authority and agreed by the developers

in order to implement waiting restrictions on the approved estate roads

Obligations

The Owner covenants with the Council that it:

1. Shall pay to the Council the STS Contribution and the Bus Shelter Contribution prior to Commencement of Development.

2. Shall not Commence Development without paying to the Council the STS Contribution and the Bus Shelter Contribution and payment acknowledged in writing by the Council.

3. Shall prior to Commencement of Development provide details of their designated contact for liaison regarding the Bus Stops and Bus Stop Works and to provide update of their designated contact following any change of personnel.

4. Shall not permit occupation of any Residential Unit beyond the 50th until it has completed the Bus Stop Works.

5. Shall not permit the Occupation of any Residential Unit until the Travel Plan has been approved in writing by the Council and that it shall comply with the Travel Plan thereafter.

6. Shall prior to occupation of the 70th Residential Unit or of any subsequent Residential Unit ensure that the Traffic Order shall have been prepared, consulted upon, advertised, and a final report produced (all in written agreement with the Council) for consideration by the Cabinet Member for Highways recommending whether or not to proceed with the Traffic Order.

7. Shall not permit occupation of the 70th Residential Unit or of any subsequent Residential Unit until the Traffic Order shall have been prepared, consulted upon, advertised, and a final report produced (all in written agreement with the Council) for consideration by the Cabinet Member for Highways recommending whether or not to proceed with the Traffic Order.

8. In the event that the Cabinet Member for Highways approves the Traffic Order and has confirmed that it is in the interests of avoiding excessive indiscriminate parking within the development to the detriment of road user safety and convenience then the Traffic Order shall be approved and shall be implemented.

9. The physical implementation of the Traffic Order including the signs and road markings shall be carried out by the Owner in accordance with a detailed plan which is to be submitted and agreed in writing by the Highway Authority.

10. The approved Traffic Order shall be implemented in accordance with a timetable to be agreed between the Owner and the Council.

11. Shall meet the costs incurred by the Council and all associated costs of the Traffic Order whether or not the Traffic Order is completed.

SCHEDULE 8 : BIODIVERSITY ENHANCEMENT

The Owner covenants with the Council:

1. not to Commence the Development until it shall have deposited with the Council a sum of money being equal to the amount of the Biodiversity Mitigation Scheme Contribution.

2. Not to start on Commencement of Development until the Biodiversity Mitigation Scheme Contribution has been paid to the Council.

SCHEDULE 9 : PHOSPHORUS MITIGATION

The Owner covenants with the Council:

1. Prior to Commencement of Development it shall pay the Phosphorus Mitigation Sum;

2. Not to Commence Development until the Phosphorus Mitigation Sum have been paid to the Council prior to Commencement of Development; and

3. Prior to completion of this Deed pay the Council the non-refundable Phosphorus Administration Fee to reserve nutrient mitigation in respect of the Phosphorus Mitigation Scheme.

SCHEDULE 10 : OFFSITE MUGA CONTRIBUTION

1. Shall pay to the Council the Offsite MUGA Contribution prior to Occupation of the 43rd Residential Unit and such payment acknowledged in writing by the Council.

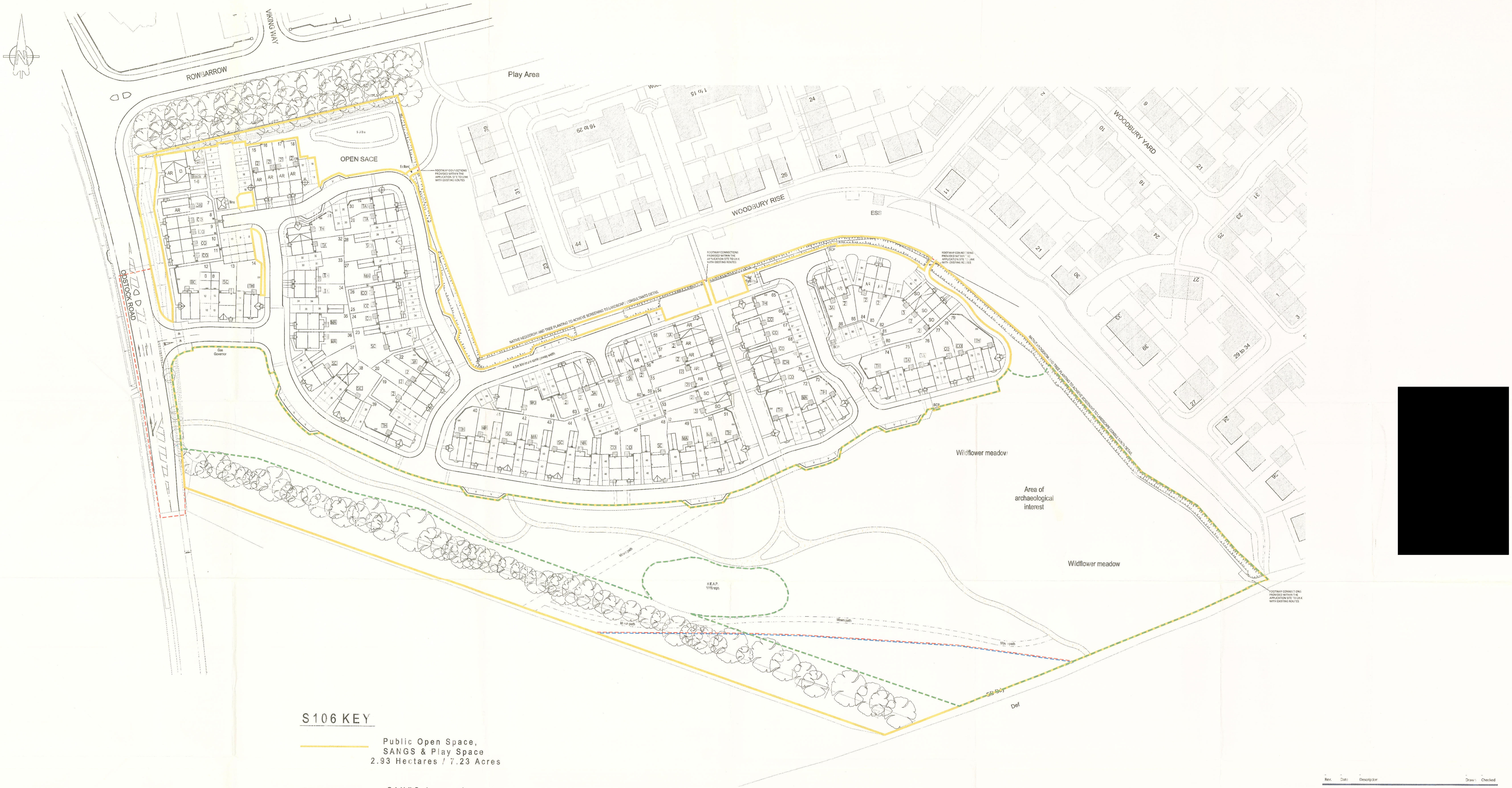
2. Shall not occupy more than 43 of the Residential Units without paying to the Council the Offsite MUGA Contribution and payment is acknowledged in writing by the Council.

SCHEDULE 11 : SANG CONTRIBUTION

1. Shall pay to the Council the SANG Contribution prior to Occupation of the first Residential Unit and such payment acknowledged in writing by the Council.

2. Shall not permit Occupation of any Residential Unit without paying to the Council the SANG Contribution and payment is acknowledged in writing by the Council.

Appendix 1 – Public Open Space Plan



S106 KEY

Public Open Space,
SANGS & Play Space
2.93 Hectares / 7.23 Acres

SANGS Area only
2.11 Hectares / 5.22 Acres

SITE LAYOUT 1:500

0m 10m 20m 30m

[redacted]

Rev.	Date	Description	Drawn	Checked

Client: Bellway

aap architecture

Project:
Rowbarrow, Harnham,
Salisbury, Wiltshire, SP2

Drawing Title
S106 Layout, Plan 1

Scale: 1:500 @ A0	Drawn DGP	Checked DGP	
Date: June 2023	File P1597-Layout	Drawing Status	
Dwg No: P1597.S106-1	Rev. -	S106	

AAP Architecture Ltd
Unit A, Monument Business Centre, Monument Way East, Woking, Surrey GU21 5LY
T 01483 727745 E projects@aap-arc.co.uk W www.aap-arc.co.uk

Under the Intellectual Property Act 2014, this drawing is the copyright of AAP Architecture Ltd.

Appendix 2 – Council's Standards

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)

CONTENTS

		PAGE
1	GENERAL CONDITIONS	1, 2
2	GRASS SEEDING	3, 4, 5
3	GRASS TURFING	6, 7, 8, 9, 10, 11
4	PLANTING MATERIALS	12, 13
5	SHRUBS	14, 15, 16
6	CREATING A WILD LIFE MEADOW (FROM SEED)	17, 18, 19, 20, 21, 22
7	MATERIALS	23, 24, 25, 26, 27, 28,29, 30, 31, 32, 33,34,35
8	TREES	36, 37, 38, 39, 40, 41,42
9	WHIP OR FEATHERED TREES	43, 44
10	FENCING	45
11	HARD LANDSCAPING DETAIL	46
12	EQUIPPED PLAY SPACES	47

- 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 Turfing on Banks Exceeding 30°

(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:

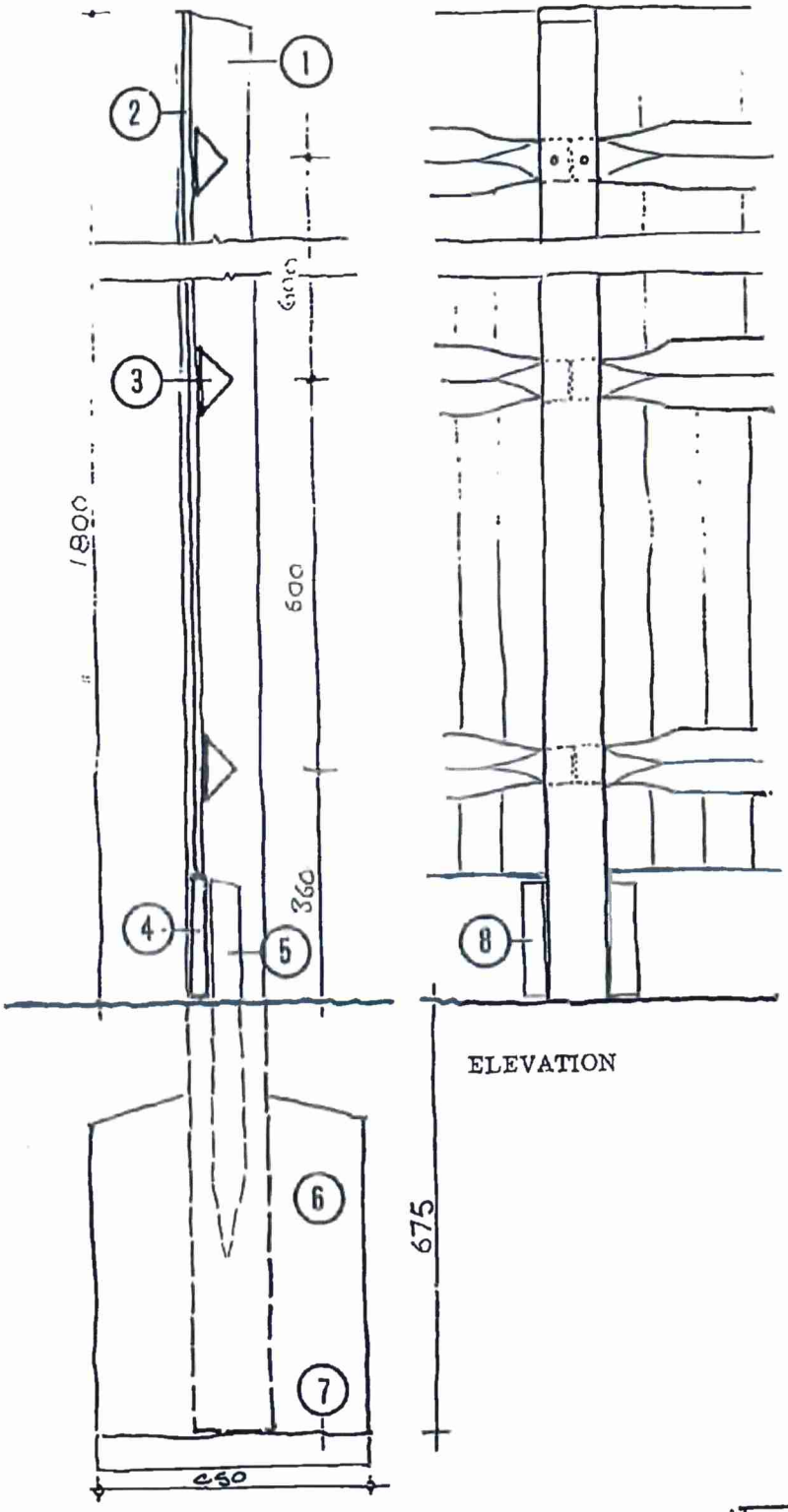
(i) Sealed gravel paving.
(ii) Compact hoggin paving.
(iii) Pre-cast concrete flat paving.
(iv) Mono slab grass/concrete paving.
(v) Precast concrete edging.
(vi) Granite sett trim.
(vii) Timber board edging.
(viii) Brick on edge edging.
(ix) Cast iron free surround.

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

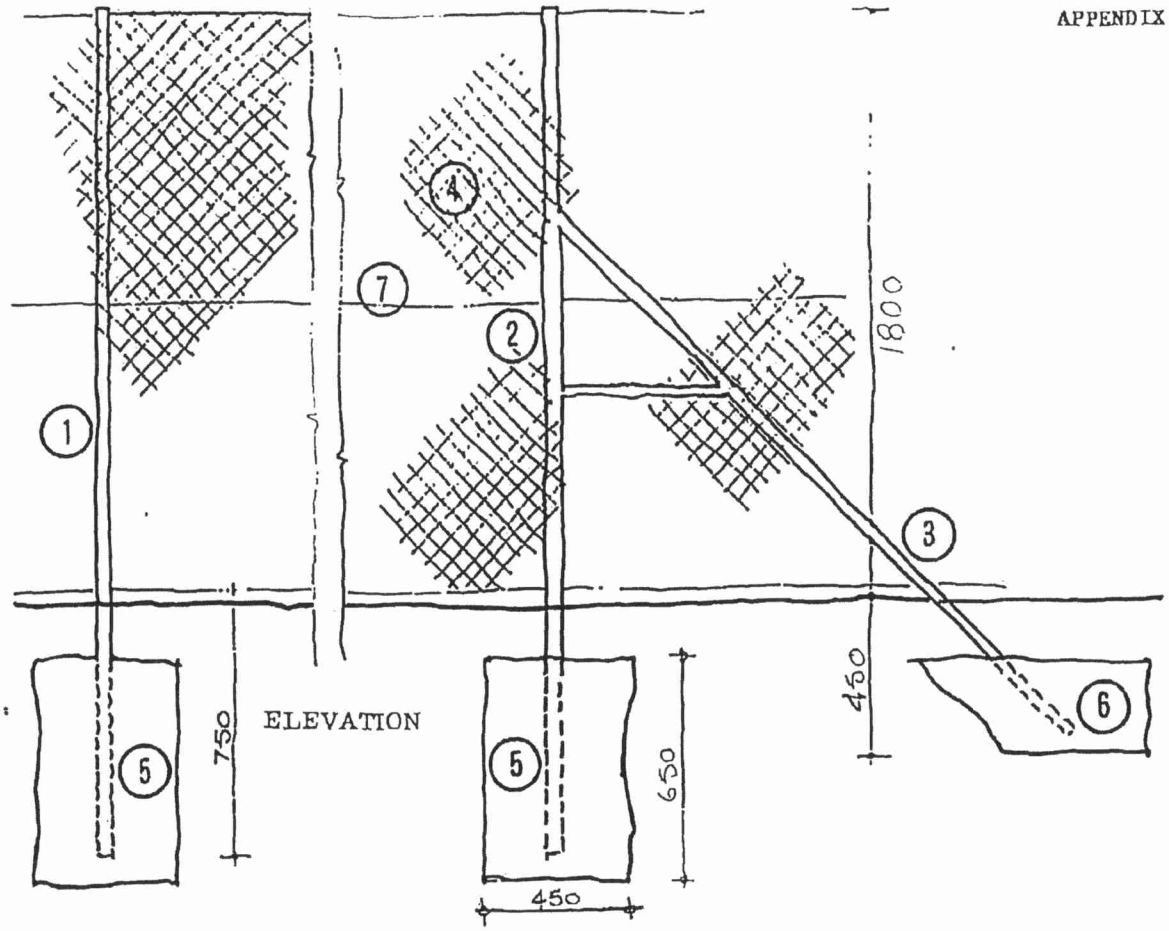
1. 100 x 100 mm oak post at 2.7 m max. centres morticed as required by BS 1722, pt 5.
2. 90 x 14 mm tapered to 7 mm oak boarding. 50 mm galv. nail fixing.
3. 75 x 75 mm triangular arris rail shaped to fit mortices. Top rail only to have 15 mm oak peg fixing.
4. 200 x 25 mm gravel board.
5. 50 x 50 x 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.

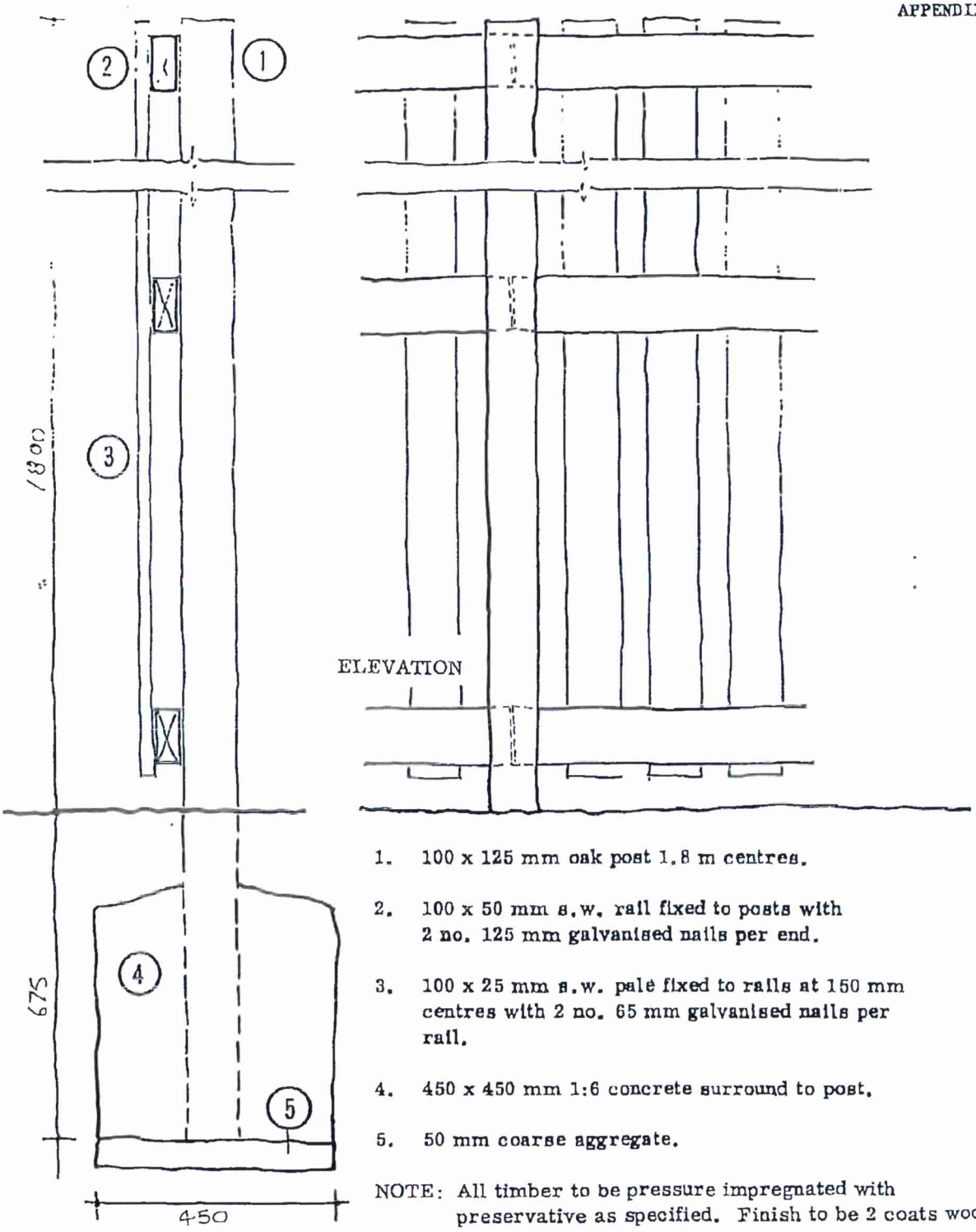
5. 450 x 450 x 650 mm concrete foundation to posts, concrete mix 1:6.

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.

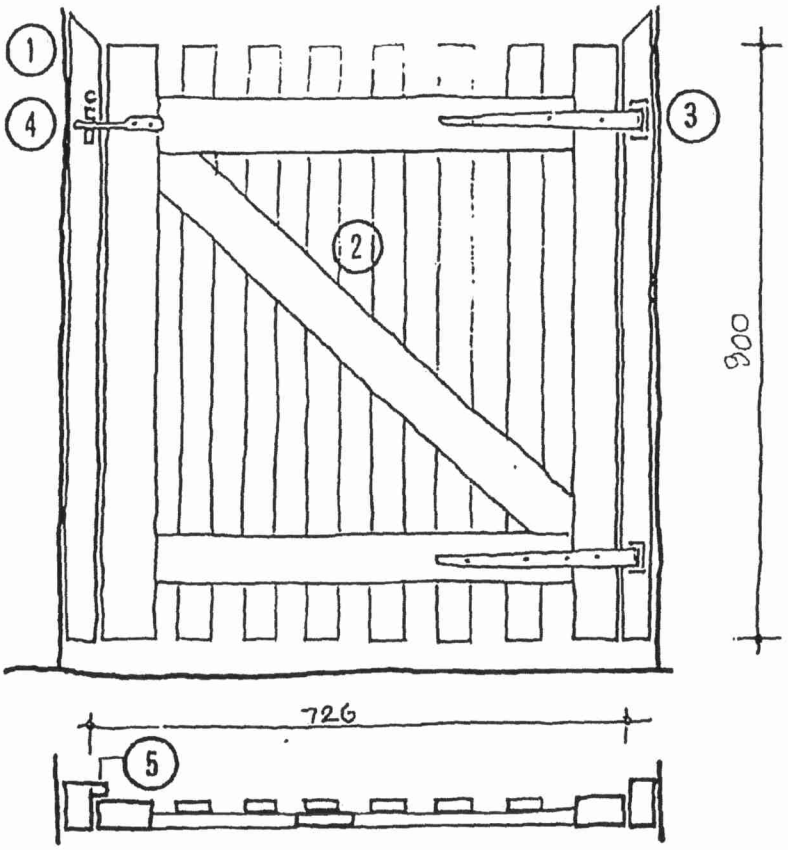
project			
drawing	EXTERNAL WORKS DETAIL Chain link fence 1.8 m high		
scale	1:20	approved	date



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. pale 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.

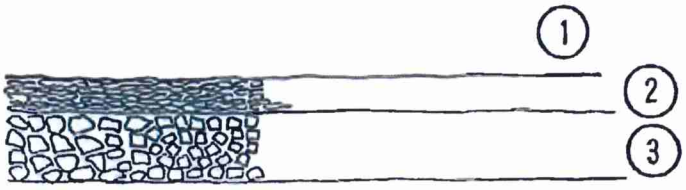
2. Wrot softwood gate constructed in accordance with BS 4092, pt 2, 1966. Pales to be 19 mm x 71 mm wrot softwood fixed at 100 mm centres.

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.

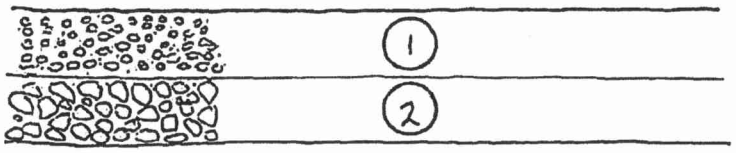
5. 25 x 25 mm softwood planted gate stop. 50 mm sherardized screw fixing 450 mm centres.

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



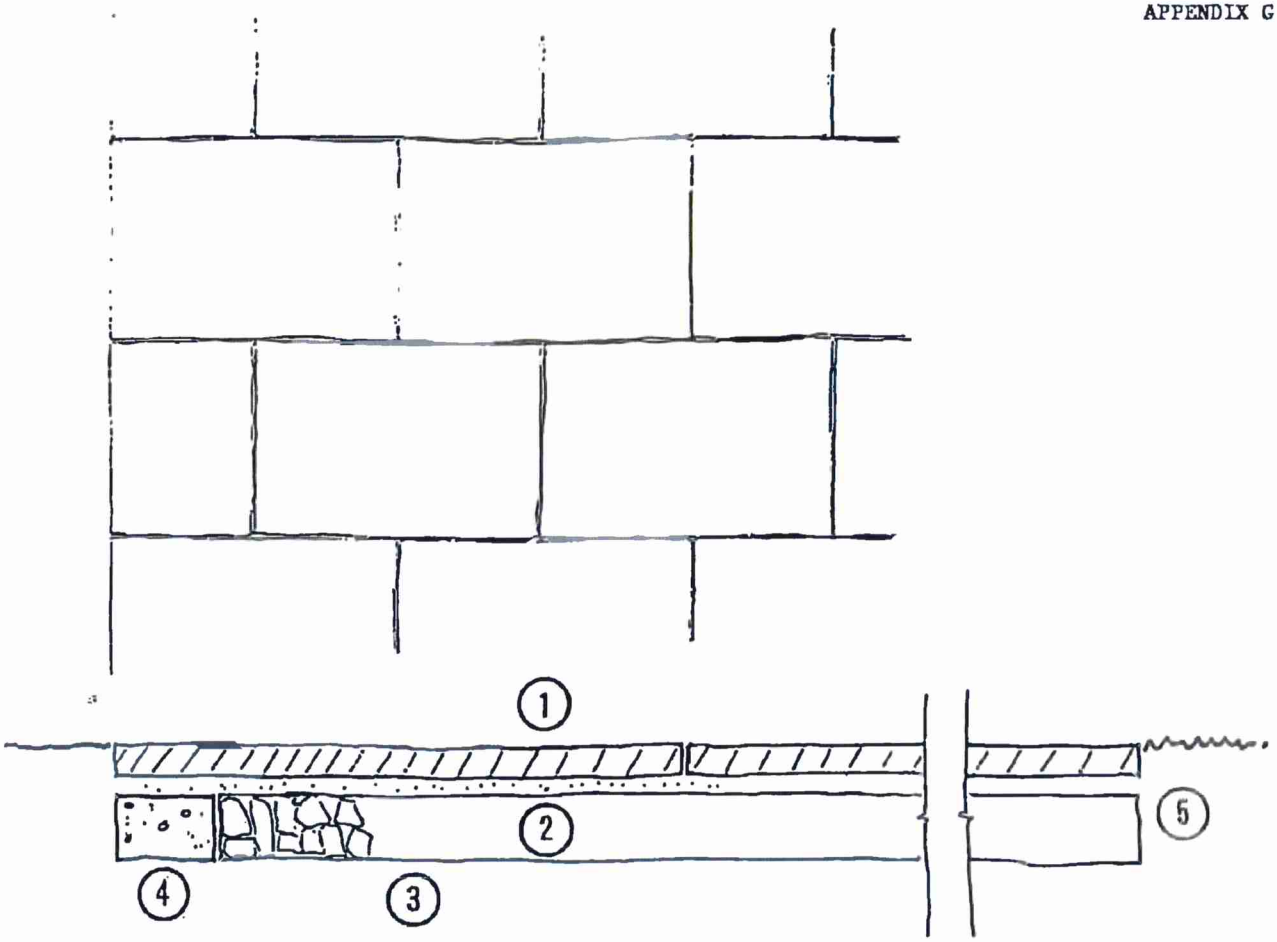
1. 6 mm rolled gravel topping with binder of cut-back bitumen to BS 3690.
2. 45 mm bitumen macadam, 20 mm aggregate.
3. 100 mm hardcore well consolidated with a 508 kg vibrating roller or equivalent.

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.

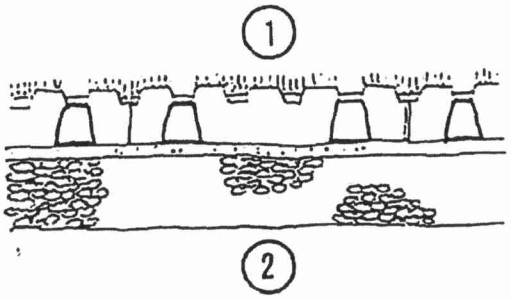
2. 25 mm sand bed

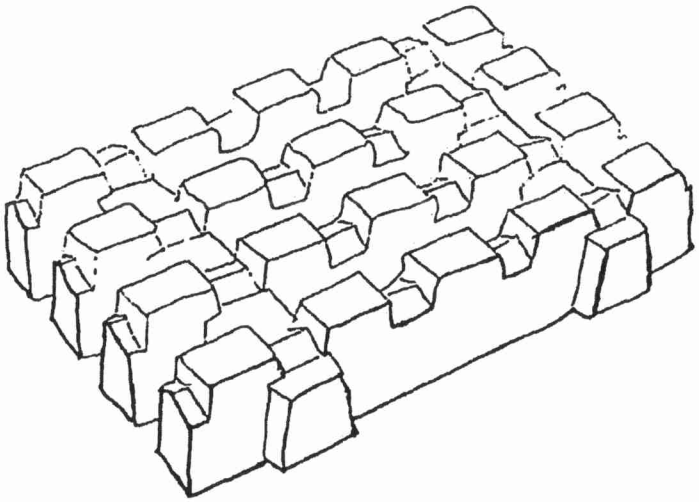
3. 100 mm hardcore well consolidated with a 508 kg vibrating roller or equivalent.

4. 100 x 150 mm concrete edging to cultivated areas only

5. Detail of paving adjoining turfed area.

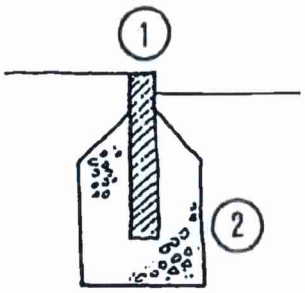
project		
drawing: EXTERNAL WORKS DETAIL Pre-cast concrete flag paving		
scale: 1:10	approved	date





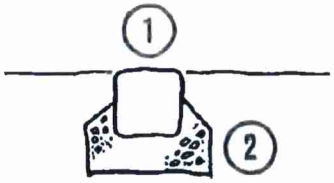
1. Monoslabs Type G, manufactured by Mono Concrete Limited and laid on 20 mm sand in accordance with their recommendations. Interstices to be filled with topsoil to a level of 25 mm below the upper surface of the slab and seeded with grass seed to BS 4428:1969 as specified.
2. 125 mm sub base granular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

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



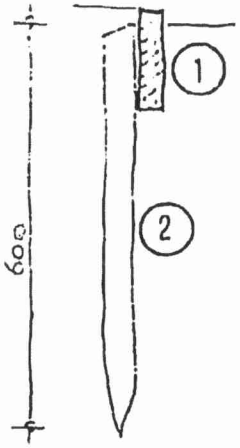
1. 50 x 250 mm precast concrete edging.
2. 75 mm concrete surround 1:2:4 mix.

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.

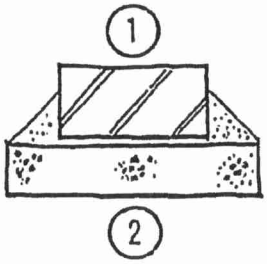
project		
drawing	EXTERNAL WORKS DETAIL Granite sett trim	
scale 1:10	approved	date



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

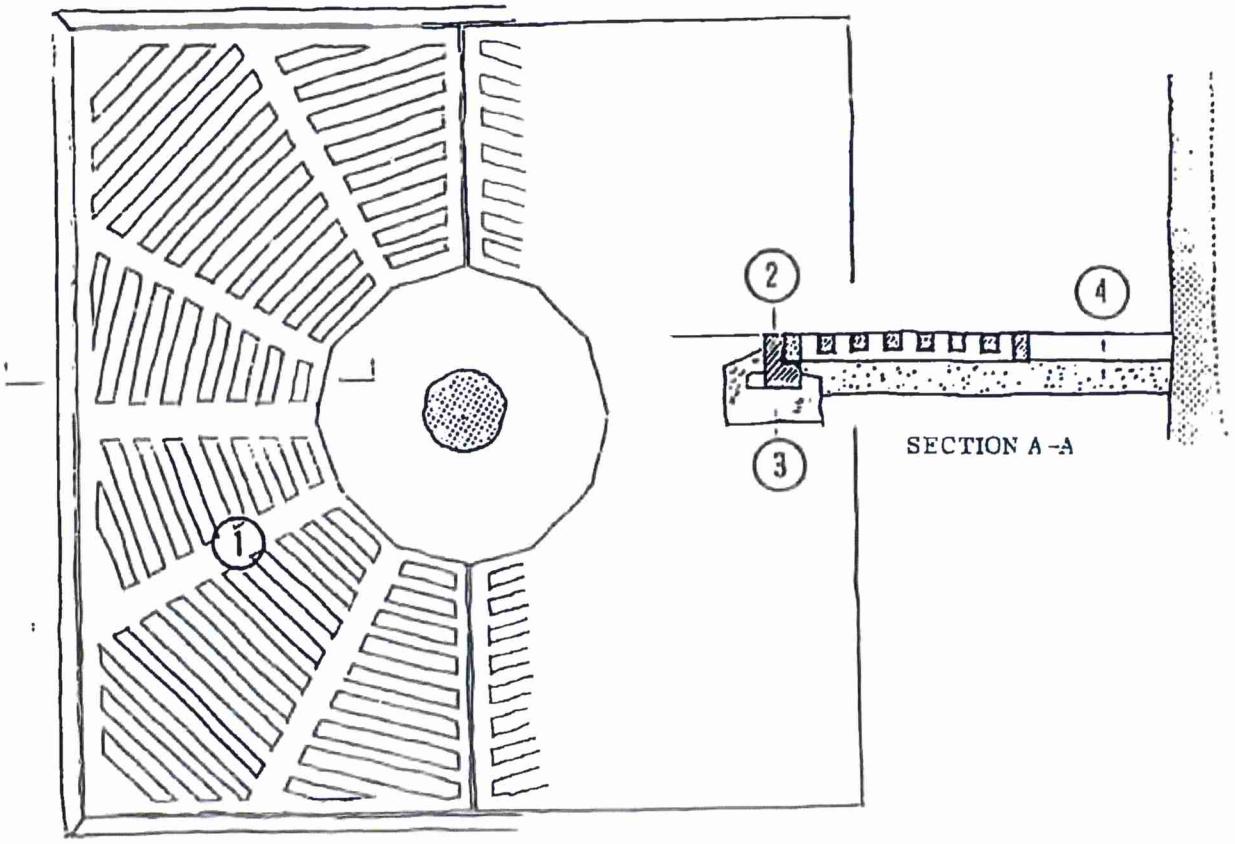
project		
drawing EXTERNAL WORKS DETAIL Timber board edging		
scale 1:10	approved	date



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

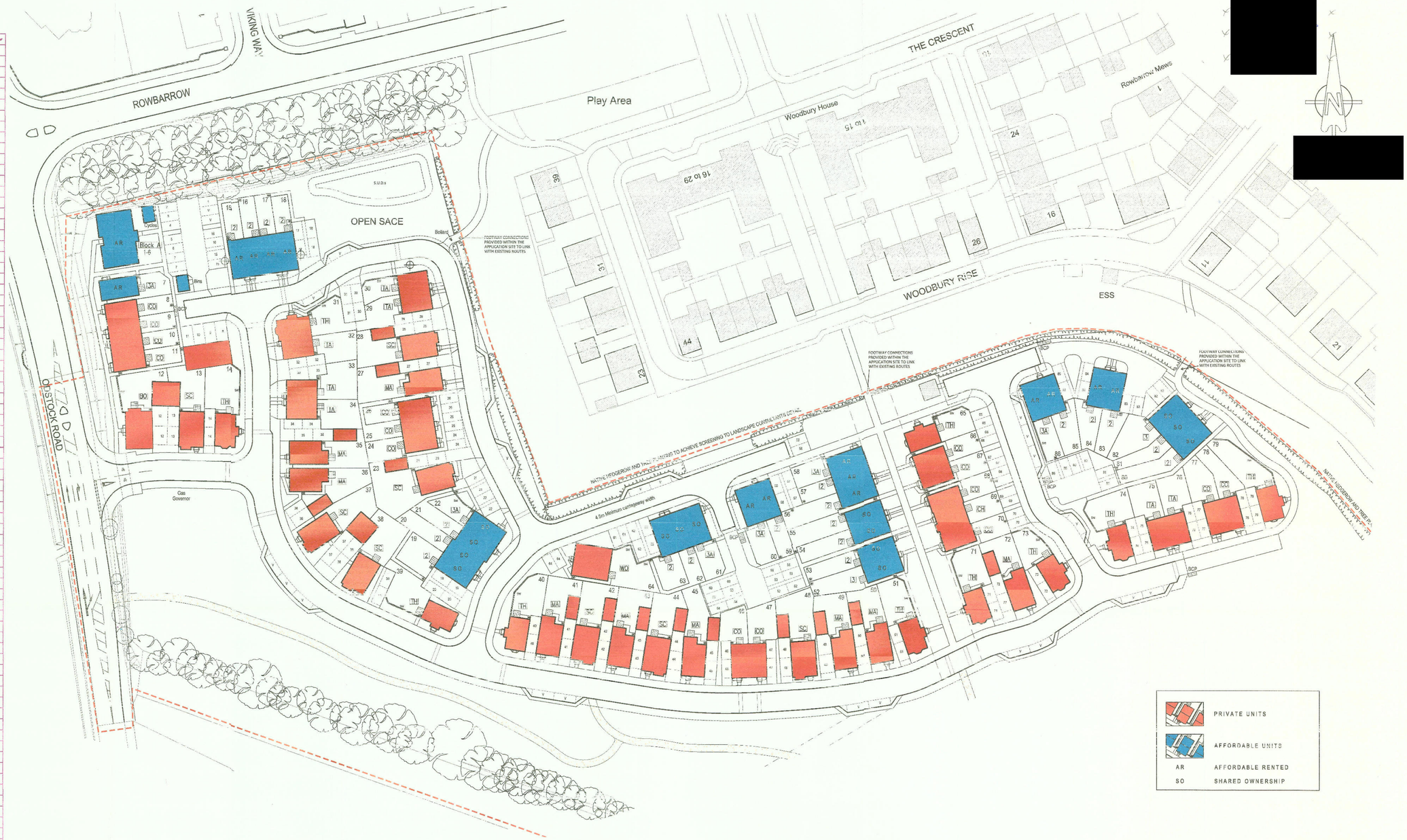


1. Cast iron tree grid 1219 mm square as specified.
2. Cast Iron angle surround supplied with grid.
3. 75 mm concrete bed and haunching to surround
4. 50 mm hoggin.

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

Appendix 3 – Affordable Housing Plan

PLOT No	House Type Cod	House Type Name	No Beds	Tenue
1	Block A	-	1 Bed	Affordable Rented
2	Block A	-	1 Bed	Affordable Rented
3	Block A	-	1 Bed	Affordable Rented
4	Block A	-	1 Bed	Affordable Rented
5	Block A	-	1 Bed	Affordable Rented
6	Block A	-	1 Bed	Affordable Rented
7	3A	Ploughwright	3 Bed	Affordable Rented
8	CO	Cooper	2 Bed	Private
9	CO	Cooper	2 Bed	Private
10	CO	Cooper	2 Bed	Private
11	CO	Cooper	2 Bed	Private
12	BO	Bowyer	4 Bed	Private
13	SC	Scriviner	4 Bed	Private
14	TH	Thespian	3 Bed	Private
15	2	Baker	2 Bed	Affordable Rented
16	2	Baker	2 Bed	Affordable Rented
17	2	Baker	2 Bed	Affordable Rented
18	2	Baker	2 Bed	Affordable Rented
19	2	Baker	2 Bed	Shared Ownership
20	2	Baker	2 Bed	Shared Ownership
21	2	Baker	2 Bed	Shared Ownership
22	3A	Ploughwright	3 Bed	Shared Ownership
23	SC	Scriviner	4 Bed	Private
24	CO	Cooper	2 Bed	Private
25	CO	Cooper	2 Bed	Private
26	CO	Cooper	2 Bed	Private
27	MA	Mason	3 Bed	Private
28	SC	Scriviner	4 Bed	Private
29	TA	Tailor	3 Bed	Private
30	TA	Tailor	3 Bed	Private
31	TH	Thespian	3 Bed	Private
32	TA	Tailor	3 Bed	Private
33	TA	Tailor	3 Bed	Private
34	TA	Tailor	3 Bed	Private
35	MA	Mason	3 Bed	Private
36	MA	Mason	3 Bed	Private
37	SC	Scriviner	4 Bed	Private
38	SC	Scriviner	4 Bed	Private
39	TH	Thespian	3 Bed	Private
40	TH	Thespian	3 Bed	Private
41	MA	Mason	3 Bed	Private
42	SC	Scriviner	4 Bed	Private
43	MA	Mason	3 Bed	Private
44	SC	Scriviner	4 Bed	Private
45	MA	Mason	3 Bed	Private
46	CO	Cooper	2 Bed	Private
47	CO	Cooper	2 Bed	Private
48	SC	Scriviner	4 Bed	Private
49	MA	Mason	3 Bed	Private
50	MA	Mason	3 Bed	Private
51	TH	Thespian	3 Bed	Private
52	3	Tillman	3 Bed	Shared Ownership
53	2	Baker	2 Bed	Shared Ownership
54	2	Baker	2 Bed	Shared Ownership
55	2	Baker	2 Bed	Shared Ownership
56	2	Baker	2 Bed	Affordable Rented
57	2	Baker	2 Bed	Affordable Rented
58	3A	Ploughwright	3 Bed	Affordable Rented
59	2	Baker	2 Bed	Affordable Rented
60	3A	Ploughwright	3 Bed	Affordable Rented
61	3A	Ploughwright	3 Bed	Shared Ownership
62	2	Baker	2 Bed	Shared Ownership
63	2	Baker	2 Bed	Shared Ownership
64	WO	Woodcarver	2 Bed	Private
65	TH	Thespian	3 Bed	Private
66	CO	Cooper	2 Bed	Private
67	CO	Cooper	2 Bed	Private
68	CO	Cooper	2 Bed	Private
69	CH	Chandler	3 Bed	Private
70	CO	Cooper	2 Bed	Private
71	TH	Thespian	3 Bed	Private
72	MA	Mason	3 Bed	Private
73	TH	Thespian	3 Bed	Private
74	TH	Thespian	3 Bed	Private
75	TA	Tailor	3 Bed	Private
76	TA	Tailor	3 Bed	Private
77	CO	Cooper	2 Bed	Private
78	CO	Cooper	2 Bed	Private
79	TH	Thespian	3 Bed	Private
80	2	Baker	2 Bed	Shared Ownership
81	2	Baker	2 Bed	Shared Ownership
82	3	Tillman	3 Bed	Shared Ownership
83	2	Baker	2 Bed	Affordable Rented
84	2	Baker	2 Bed	Affordable Rented
85	2	Baker	2 Bed	Affordable Rented
86	3A	Ploughwright	3 Bed	Affordable Rented



Rev.	Date	Description	Drawn	Checked

Client: Bellway

Project: Rowbarrow, Harnham, Salisbury, Wiltshire, SP2

Drawing Title: S106 Layout, Plan 2

Scale: N.T.S. @ A1 | Drawn: DGP | Checked: DGP

Date: June 2023 | File: P1597-Layout | Drawing Status: S106

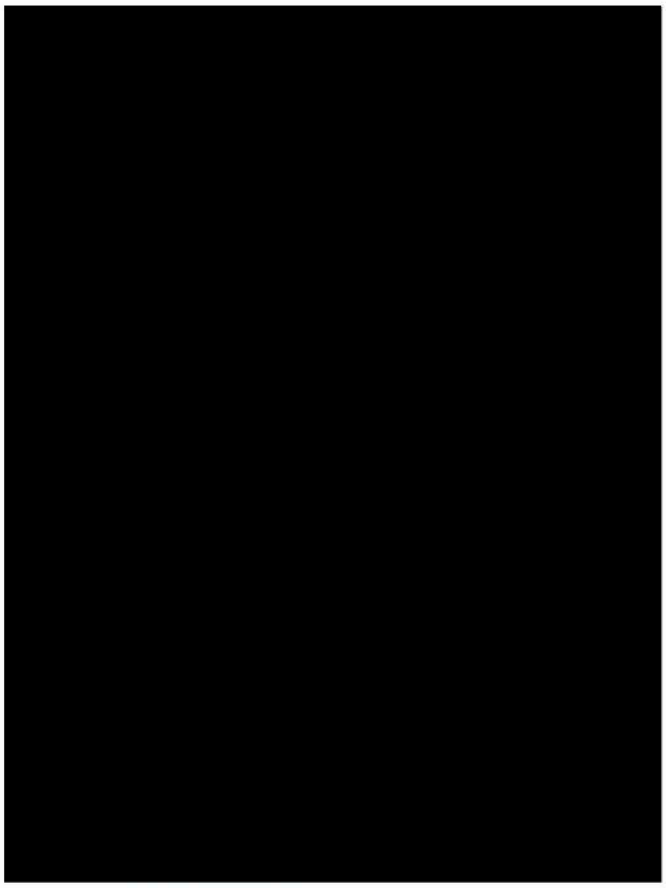
Drg.No. P1597.S106-2 | Rev. -

AAP Architecture Ltd
Unit A, Monument Business Centre, Monument Way East, Woking, Surrey GU21 5LG
T 01483 727345 E projects@aap-arc.co.uk W aap-arc.co.uk

Under the Intellectual Property Act 2014, this drawing is the copyright of AAP Architecture Ltd.

Appendix 4 – Plan


N





LOCATION PLAN 1:1250

0m 20m 40m 60m

Rev.	Date	Description	Drawn	Checked
B	19-12-19	Red line amended & blue line shown.	DGP	DGP
A	10-12-19	Red line amended to include S278 works.	DGP	DGP

Client Bellway

aap architecture

Project
Rowbarrow, Harnham,
Salisbury, Wiltshire, SP2

Drawing Title
Location Plan

Scale 1:1250 @ A2 | Drawn DGP | Checked DGP

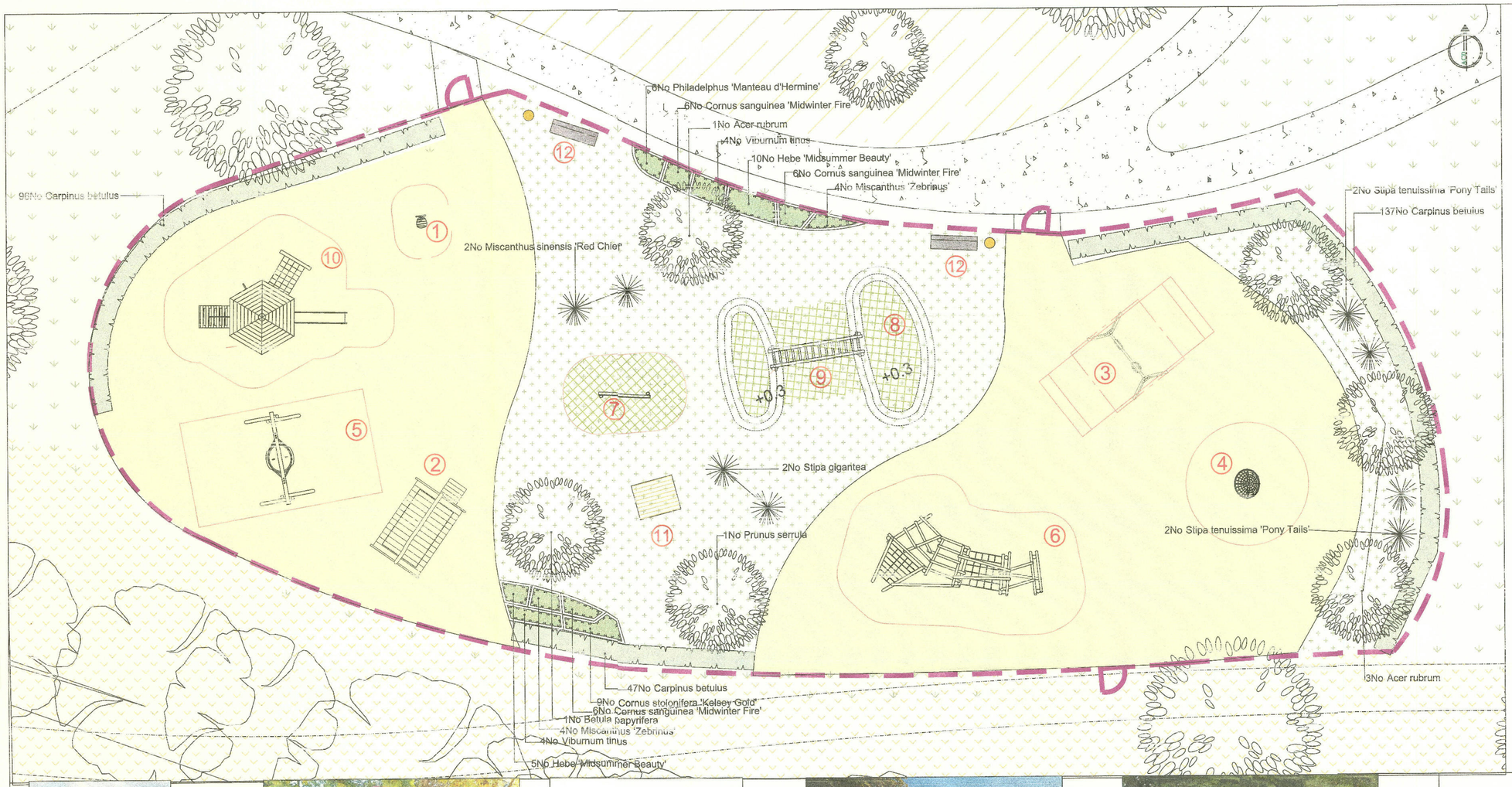
Date December 2019 | File P1597-Layout | Drawing Status

Drg.No. P1597.08 | Rev. B | PLANNING

AAP Architecture Ltd
Unit A, Monument Business Centre, Monument Way East, Woking, Surrey GU21 5LG
T 01483 727345 E projects@aap-arc.co.uk W aap-arc.co.uk

Under the Intellectual Property Act 2014, this drawing is the copyright of AAP Architecture Ltd.

Appendix 5 – Play Area Plan





(11) Hardwood Picnic Table with wheel chair access and deep ground fixings from Factory Furniture or similar and approved



(12) Bench and Bin from Blueton product code BXPD 450009 and BX17 4030 or similar and approved

SPECIFICATION
All works generally, to comply with the written Soft Landscape Specification.

NOTES:
DO NOT SCALE FROM DRAWING
NOT FOR CONSTRUCTION, FOR PLANNING PURPOSES ONLY

Proposed specimen shrub planting

Proposed shrub planting to receive 75mm bark mulch after planting operations

Proposed hedge planting to be planted in a double staggered row 300mm apart and at 500mm centres in each row. To be maintained at 1m height.

Proposed play area, to be seeded with Amenity grass all purpose seed mix (A19) as supplied by Germinal Seeds and sown at 50 grams per msq, or similar and approved

NEAP fence to be 1m high bow top railings with two sets of self closing outward opening gates, with child-proof mesh.

Proposed Tarmac footpaths laid in line with engineers details

Proposed play equipment to be laid with safety rubber matting from Jupiter Play or similar and approved

Proposed rubber crumb safety surfacing; with appropriate impact protection multi coloured blend.

Proposed Bench and Bin.

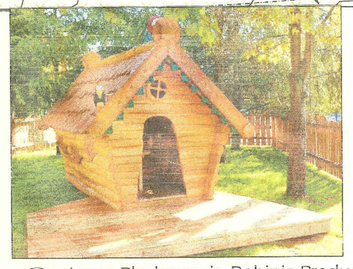
All equipment, surfacing and structures to be installed in line with BS EN1176 and BS EN1177 and to receive a post installation RoSPA inspection prior to opening of facility.

Entrance to have signage outlining no dogs allowed.
the use of the facility, management responsibility and emergency contact details.

Play equipment to be installed in line with suppliers recommendations. As supplied from Jupiter Play (or similar and approved).



(1) Springer product code J881 from Proludic or similar and approved



(2) Large Playhouse in Robinia Product code C158 Hexenhaus from Russell Play or similar and approved



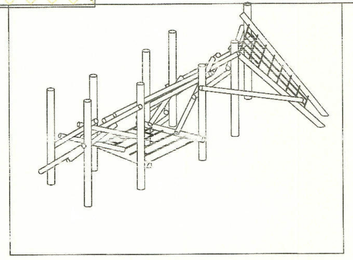
(3) Mixed Swing in Robinia wood Product code L29M from Jupiter Play or similar and approved



(4) Access Whirl Product code CA-02-0001 from Russell Play or similar and approved



(5) Nest Swing in Robinia wood 901220100R from Jupiter Play or similar and approved



(6) Climbing Stack - Bespoke item in Robinia wood from Jupiter Play or similar and approved



(7) **Balancing Beam**, rounded timber in Robinia wood, Product code 906100800R from Jupiter Play or similar and approved



(8) **Grassed Play Mound and Recumbent Play Boulders**, from Jupiter Play or similar and approved



(9) **Wobbly Chain Bridge**, in Robinia wood 906191050R from Jupiter Play or similar and approved



(10) **Varioset Bamberg Play Unit**, in Robinia wood V01172050R from Jupiter Play or similar and approved

Planting Schedule

Trees

Species Name	Girth	Height	Density	Specification	No.
Acer rubrum	12-14cm	350-425cm	Counted	Heavy Standard :Clear Stem 175-200 :RB/4 -	1 -
Prunus serrula	12-14cm	350-425cm	Counted	Heavy Standard :Clear Stem 175-200 :RB/1 -	1 -
Betula papyrifera	12-14cm	350-425cm	Counted	Heavy Standard :Clear Stem 175-200 :RB/1 -	1 -

Shrubs

Species Name	Height	Pot Size	Specification	Density	No.
Carpinus betulus	60-80cm	10L	Bushy :C	0.45Cfr Double Staggered at 0.3m offset	280 -
Cornus sanguinea 'Midwinter Fire'	40-60cm	3L	Branched :3 brks	4/m²	28 -
Cornus stolonifera 'Kelsey Gold'		5-7.5L	C :3/4 brks :Bushy	4/m²	9 -
Hebe 'Midsummer Beauty'	40-60cm	3L	Bushy	4/m²	15 -
Miscanthus 'Zebrinus'	40-60cm	3L	Bushy	3/m²	8 -
Philadelphus 'Manteau d'Hermine'	20-30cm	3L	Bushy :5 brks	4/m²	6 -
Viburnum tinus	20-30cm	3L	Bushy :5 brks	2/m²	8 -

Grasses

Species Name	Height	Pot Size	Specification	Density	No.
Miscanthus sinensis 'Red Chief'		5L	Full Pot	Counted	2 -
Stipa gigantea		5L	Full Pot	Counted	2 -
Stipa tenuissima 'Pony Tails'		5L	Full Pot	Counted	4 -

Rev Date Details Drawn

ACD ENVIRONMENTAL
HEAD OFFICE
Rodbourne Rail Business Centre, Grange Lane, Malmesbury, SN16 0ES
Tel: 01666 825646
Courtyard House, Mill Lane, Godalming, GU7 1EY
Tel: 01483 425714
Suite 6, Crescent House, Yonge Close, Eastleigh, SO50 9SX
Tel: 02382 026300
email: mail@acdenviro.co.uk
www.acdenviro.co.uk

Bellw

scheme: Rowba Odstoc
client: Bellway Homes
drawing: Play Area Proposals
date: November 2021
scale: 1:100@A1
drawing no: BELL22723 22 Sheet 1
drawn: LS checked: DKM

Copyright of ACD Environmental Ltd. All rights described in Chapter IV of the Copyright, Designs and Patents Act 1988 have been generally asserted. 2011. Copyright of this plan remains with ACD until all fees have been paid in full.

The common seal of
WILTSHIRE COUNCIL
was affixed to this document in the presence of:

23587

Authorised Signatory
Wiltshire Council

[redacted]
Authorised signatory

Signed as a deed by
MARK NORTON TILLEY
in the presence of:

[redacted]
LEY

.....

Witness signature [redacted]

Witness name: M DONOVAN

Witness address: GOVINDA
CHAPE STREET
UPLOWN NOVEL
SOMERSET

Signed as a deed by
PHILIP ARTHUR TILLEY
in the presence of:

[redacted]

PHILIP ARTHUR TILLEY

.....

Witness signature [redacted]

Witness name: BELINDA CAPON

Witness address: 33 St John's Street
Devizes
SN10 1BW

Signed as a deed by
RICHARD CHARLES TILLEY
in the presence of:

.....

RICHARD CHARLES TILLEY

.....

Witness signature

Witness name: STEPHAN PRESSER

Witness address: 1 ROCHFORD HALL
HALL ROAD
ROCHFORD, SS4 1NW

EXECUTED as a DEED by

BELLWAY HOMES LIMITED

Acting by:

.....

Director

.....

Director/C