



# West of Ifield, Crawley Section 106 Draft Heads of Terms

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Version 1 - Planning submission

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+ PTNRS**

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# 1 Introduction

## 1.1 Draft Heads of Terms

1.1.1 These draft heads of terms for the Section 106 agreement (“the Draft Heads of Terms”) have been prepared by Prior+Partners on behalf of Homes England (the “Applicant”) as part of a Hybrid Planning Application (the “HPA”) for the development of West of Ifield (the “Development”).

1.1.2 The application is submitted to Horsham District Council (HDC) as the determining local planning authority (LPA) under the Town and Country Planning Act 1990 (as amended) and the Town and Country Planning (Development Management Procedure) (England) Order 2015.

1.1.3 Paragraph 56 of the National Planning Policy Framework (2024) (“the NPPF”) states that LPAs should consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. Paragraph 56 of the NPPF further advises that planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition. It is anticipated that these proposed planning obligations will be negotiated as part of the overall process of assessing and determining the HPA, alongside appropriate planning conditions recognising that conditions should also be kept to a minimum and only imposed where they are necessary, relevant, enforceable, precise and reasonable.

1.1.4 Regulation 122(2) of the Community Infrastructure Levy (CIL) Regulations 2010 (as amended) states that planning obligations may only constitute a reason for granting planning permission if the obligations are:

- necessary to make the Development acceptable in planning terms;
- directly related to the Development; and
- fairly and reasonably related in scale and kind to the Development.

1.1.5 These Draft Heads of Terms support the HPA to assess the planning considerations associated with the Development, within the context of national and local planning policies and guidance. The document sets out Draft Heads of Terms which the Applicant proposes should form part of a Section 106 agreement and which are required to ensure that the Development complies with the relevant planning policies set out in the Applicant's Planning Statement.

1.1.6 The National Planning Practice Guidance (PPG) also outlines how planning obligations relate to other contributions that a LPAs can seek (in Paragraph 2) identifying that developers may be asked to provide contributions for infrastructure in several ways i.e. by way of the CIL and planning obligations in the form of section 106 agreements and section 278 highway agreements. In Paragraph 3, it continues that where CIL is in place for an area (such as is the case here), charging authorities should work proactively with developers to ensure they are clear about the authorities' infrastructure needs.

1.1.7 HDC is the charging authority for CIL and the rates are contained in the adopted charging schedule and will apply to new floor space (net GIA) from the time when any phase of the planning permission granted pursuant to the outline element of the HPA first permits development. The applicable rates depend on the size and type of the new floorspace and a breakdown of the proposed floorspace that is anticipated to be liable for CIL as shown on the CIL forms submitted with the HPA. Given that all occupiable development remains in outline, the precise liability for CIL will be calculated at the Reserved Matters Application (RMA) stage for any given phase<sup>1</sup> including consideration of any required relief and based on a scale of development likely lower than the maximum parameters currently applied for at the outline stage. However, based on current assumptions the estimated total liability (namely the potential amount of CIL monies the Development may pay) is in the region of £45 million.

<sup>1</sup> For the purposes of CIL, each phase of Wol will be its own chargeable development and any planning permission to be granted pursuant to the outline elements of the HPA will be expressly phased.

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- 1.1.8 LPAs can choose to pool funding from different routes to fund the same infrastructure provided that authorities set out in infrastructure funding statements which infrastructure they expect to fund through CIL.
- 1.1.9 In areas where CIL is implemented, such as in HDC, the PPG advises that charging authorities should actively collaborate with developers. This collaboration ensures that developers are well-informed about the infrastructure needs of the authorities and understand the specific contributions they are expected to make and through which mechanisms. There should be no actual or perceived double charging with developer expected to pay twice for the same item of infrastructure.
- 1.1.10 It should be noted that whilst the items listed in the following schedule have been highlighted as potential items that could be included within a Section 106 Agreement this should not preclude consideration that these could alternatively, and potentially more appropriately, be secured via conditions attached to the grant of planning permission. In line with the guidance in the PPG, planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition.
- 1.1.11 The basis of certain obligations relies on the assumed housing mix and resulting population projections outlined in the Infrastructure Delivery Plan submitted as part of the HPA. Furthermore, we anticipate that, an agreed methodology for the per resident contributions, based on housing mix and occupancy is to be agreed with the LPA in the Section 106. This ensures appropriate provision for the future population, which is yet to be determined. This approach is standard for applications that are wholly or partially in outline. In line with the PPG (paragraphs 20 and 21) and considering the extended delivery periods and scale of committed infrastructure, it is necessary to include a repayment mechanism within the Section 106 agreement. This mechanism will specify the timing and manner of fund expenditure and provide for the return of unspent funds after an agreed period of time. Such an approach will also ensure that any obligations sought comply with the Section 122 of the CIL Regulations as it is very difficult to justify the need for contributions when they remain unspent for years after development has commenced.
- 1.1.12 The Draft Heads of Terms are set out within this document across the following sections:
  - Housing and Affordable Housing
  - Highways and routes
  - Mobility
  - Education
  - Strategic Green Infrastructure
  - Amenity Space
  - Leisure and Sport Facilities
  - Community Facilities
  - Sustainability
- 1.1.13 The Applicant has thoroughly considered to the HPA, within the context of the proposed scheme, relevant planning policies and guidance, including the LPAs Supplementary Planning Document on Planning Obligations and Affordable Housing. The Applicant has also had regard to relevant and material responses received from consultees. These Draft Heads of Terms aim to achieve a balance between ensuring that the Development aligns with adopted and emerging policies, provides appropriate mitigation for any adverse impacts, secures the provision of community and environmental benefits and, at the same time, enables the Applicant to deliver a commercially viable scheme taking into account the cost of providing the site-wide infrastructure, flood mitigation works and public realm improvements.
- 1.1.14 As a result, the Draft Heads of Terms are presented without prejudice and are subject to future negotiations. They do, however, provide additional clarity on the embedded mitigation contained within the HPA demonstrating that the Development represents sustainable development.

**Table 1: Housing and Affordable Housing**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Affordable Housing Quantum</b>	Staged	Direct Delivery	No	<p>The Development will provide a balanced and appropriate mix of housing types and tenures to meet identified needs including affordable housing.</p> <p>The development will provide for the delivery of 35% Affordable Housing, of which 70% will be Social and Affordable Rented and the remaining 30% in intermediate forms such as Shared Ownership.</p> <p>Affordable Rented is proposed to be capped at the Local Housing Allowance.</p> <p>Given the scale and long-term buildout out of the scheme, it is proposed that the percentage split between Social and Affordable rented tenures will be defined at the RMA stage, in line with local need and project viability when RMAs are submitted.</p> <p>Affordable Housing will be set out phase by phase, including arrangements to deliver via Registered Providers.</p>
<b>Custom and Self Build</b>	Staged	Direct Delivery	Yes (Custom and Self Build Marketing Strategy)	<p>The Development will provide a balanced and appropriate mix of housing types and tenures to meet identified needs, including the opportunity for Custom and Self Build.</p> <p>2.5% of total residential units will be provided as Custom and Self Build typologies. The Applicant will agree to the submission of a Custom and Self Build Marketing Strategy outlining the requirements for the phased delivery of this commitment.</p> <p>If following an agreed period of marketing, no such developer has been secured then the land or part thereof would be returned for market tenure.</p>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Gypsy and Traveller Provision (Option 1 of 2)</b>	Prior to the occupation of 1,550 homes	Direct Delivery	No	<p>This commitment is proposed as a choice between two options to ensure HDC's requirements are met.</p> <p><b>Option 1:</b></p> <p>The Development specification applies for parameters that allow for up to 15 Gypsy and Traveller Pitches to be delivered.</p> <p>The Applicant proposes to meet this obligation through a 'cascade' approach, ensuring that land identified as suitable for Gypsy and Traveller Pitches is delivered appropriately while adequately considering alternative options.</p> <p>Proposed as a hierarchy:</p> <ol style="list-style-type: none"> <li>1) In the first instance the Applicant will seek to secure a contract with a Registered Provider to deliver Gypsy and Traveller provision on the identified site.</li> <li>2) If, following an agreed time period or before the occupation of 1,550 dwellings, no such Registered Provider can be secured, the Applicant should make a financial contribution to off-site delivery in accordance with evidenced need at that time (which may be lower than the up to 15 pitches allowed for) with the identified site then being returned for a mixture of housing in accordance with the permitted parameter plans.</li> </ol>
<b>Gypsy and Traveller Provision (Option 2 of 2)</b>	TBC	Direct Delivery	No	<p>This commitment is proposed as a choice between two options to ensure HDC's requirements are met.</p> <p><b>Option 2:</b></p> <p>The Development specification applies for parameters that allow for up to 15 Gypsy and Traveller Pitches to be delivered.</p>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				<p>The Applicant proposes to meet this obligation through a 'cascade' approach to ensure that land identified for Gypsy and Traveller Pitches can be delivered appropriately while adequately considering alternative options.</p> <p>Proposed as a hierarchy:</p> <ol style="list-style-type: none"> <li>1) At an agreed point early in the delivery of West of Ifield, the Applicant will transfer the identified land with agreed servicing and access arrangements to West Sussex County Council &amp; HDC to bring the site forward for Gypsy and Traveller provision.</li> <li>2) If this cannot be completed within an agreed time period (suggested as five years after the land is transferred), the land would be returned to the Applicant to be developed as a mix of housing in accordance with the consent granted, and the Applicant should make a financial contribution to off-site delivery in accordance with evidenced need at that time.</li> </ol>

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**Table 2: Highways and Routes**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Crawley Western Multi-Modal Corridor (CWMMC) – Phase 1 Construction</b>	Prior to occupation of any building other than the Secondary School	Direct Delivery	No	<p>The Applicant will directly deliver the first phase of the CWMMC as applied for in detail within the HPA.</p> <p>In addition, the programme of works required to deliver the Rusper Road North Entrance to Neighbourhood Centre (bus gate with cycle &amp; pedestrian priority) should co-ordinate with construction of the CWMMC Phase 1, so that the bus gate is ready to operate as soon as CWMMC Phase 1 is open.</p>
<b>CWMMC – Phase 1 Opening</b>	Prior to occupation of any building other than the Secondary school	Project obligation	No	Phase 1 of the CWMMC will be constructed and available for use ahead of any residential occupation.
<b>Rusper Road North Entrance to Neighbourhood Centre (bus gate with cycle &amp; pedestrian priority)</b>	Upon opening of the CWMMC – Phase 1 (see item above), and not before	Direct Delivery (Via S278)	No	<p>Gateway development entrance with cycle and pedestrian accessed prioritised, with camera enforced bus gate to facilitate bus access into the development.</p> <p>Until Phase 1 of the CWMMC is opened, Rusper Road must remain open to allow access to the Secondary School.</p>
<b>Off-site cycling infrastructure – Route L of the Crawley Borough Council LCWIP (Local Cycling and</b>	Subject to more detailed trigger point regarding Traffic Regulation Order (TRO)	Financial Contribution as the role of the LPA is further understood	No	<p>Proposed part Direct Delivery and part Financial Contribution funding to support full delivery of Route L.</p> <p>A specific approach to delivery will be agreed to reflect refinement of the scheme as</p>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Walking Infrastructure Plan)</b>				outlined in appendices of the Transport Assessment.
<b>Off-site cycling infrastructure – Route P of the Crawley Borough Council LCWIP (Local Cycling and Walking Infrastructure Plan)</b>	Trigger point to be agreed with WSCC / LPA	Financial Contribution as the role of the LPA is further understood	No	Proposed part Direct Delivery and part Financial Contribution funding to support full delivery of Route P. The Applicant proposes to Direct Deliver the section from Rusper Road (j/w Tangmere Road) to Ifield Avenue (intersection with Route M), with a capped/specify financial contribution provided for the remaining section to London Road (A23).
<b>Off-site cycling infrastructure – Route M of the Crawley Borough Council LCWIP (Local Cycling and Walking Infrastructure Plan)</b>	Trigger point to be agreed with WSCC / LPA	Financial Contribution	No	Part funding for Route M to Crawley Avenue, via a capped/specify financial contribution.
<b>Additional cycling infrastructure – between Routes L and P</b>	Trigger point to be agreed with WSCC / LPA	Financial Contribution	TBC	Direct Delivery or a capped/specify Financial Contribution to deliver cycling connection between LCWIP Routes L and P and Ifield Station, in line with Active Travel England Audit as summarised in the Transport Assessment.
<b>Off-site PRoW contribution (Separate to any onsite reinforcement or enhancement)</b>	Trigger point to be agreed with WSCC / LPA	Financial Contribution	No	A specified financial contribution to support the sympathetic enhancement of the path from the proposed development to St Margarets Church, Ifield and from the development to Rusper Road

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				(near junction with Rudgwick Road).
<b>Off-site Meadows Ped/Cycle link</b>	TBC	Direct Delivery (Via S278)	No	Applicant to deliver, off-site, a sensitively designed east-west pedestrian cycle connection, appropriate to the local context, across the southern part of the Meadows
<b>Rusper Road works (1 of 2) – Works from site to junction with Hyde Drive to include new access arrangements, ped routes on the verge and informal cycle markings</b>	Prior to occupation of any building within the neighbourhood centre or Hillside character area.	Direct Delivery (Via S278)	No	Applicant to deliver works from site to junction with Hyde Drive to include new access arrangements, pedestrian routes on the verge and informal cycle markings. Works to be undertaken in line with an agreed specification.
<b>Rusper Road works (2 of 2) – Downgrade of Rusper Road (interface north and south of CWMMC) once CWMMC is opened</b>	Prior to CWMMC opening	Direct Delivery (Via S278)	No	Stopping Up Order to facilitate the downgrade of the central Rusper Road section once the first phase of the CWMMC has been completed.
<b>Ifield Avenue – Junction mitigation at Warren Drive and Stagelands junctions</b>	If annual monitoring data collected as part of Travel Plan Monitoring and Decide & Provide Monitoring and Mitigation Plan suggests this is required	Financial Contribution towards an alternative scheme	No	Mitigation of additional vehicle flows along Ifield Avenue. The designs could provide additional traffic capacity or dedicated bus priority and will be further discussed with WSCC and HDC / CBC.  Should the Travel Plan Monitoring suggest this scheme is not required by an agreed date, an alternative capped/specified financial contribution will be provided to be used to mitigate the impact

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				of the scheme via an alternative agreed method.
<b>Rusper Village traffic calming</b>	Trigger point to be agreed with WSCC / LPA	Financial contribution	No	<p>A capped/specified financial contribution to reduce impact of traffic associated with the development on surrounding villages by delivering traffic calming measures to help reduce attractiveness of country lanes as a route to access the CWMMC. This could include up to 5 priority chicanes within Rusper / Lambs Green / Ifield Wood or alternative measures as agreed.</p> <p>This scheme will be considered as part of the Decide &amp; Provide Monitoring and Mitigation Plan with HDC and WSCC to decide if these measures are required. Regardless of Travel Plan monitoring outcomes, should the number of comments made to WSCC reach the required threshold, this will trigger a requirement to consult with Rusper Parish.</p> <p>After monitoring and consultation, should the measures be deemed not necessary two years post final occupation, the financial contribution should be returned to the Applicant.</p>
<b>Safeguarded land for the CWMMC extension – To not fetter the future extension of the CWMMC</b>	N/A	Project obligation	No	Obligation to prevent the development of identified land which may prevent the future expansion of the CWMMC should this be required.

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**Table 3: Mobility**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Public Transport (bus) contribution to provide subsidy for bus service improvements</b>	Staged	Financial Contribution	TBC	The Applicant will provide a capped / specified financial contribution to be phased as revenue support to WSCC to secure the necessary bus services to establish the public transport strategy and achieve targeted mode share. This will be aligned with the revenue model and assumptions discussed with Metrobus and provided to WSCC.
<b>Sustainable Travel – Residential</b>	Staged	Project obligation	Yes (Residential Travel Plan)	<p>Obligation to prepare and have approved a Residential Travel Plan prior to first occupation of the first dwelling of each relevant phase.</p> <p>Obligation to implement and comply with the Travel Plan for duration of 5 years (from the first occupation of the relevant phase). This will encourage sustainable travel for first residents.</p> <p>This may be more appropriately covered by Condition.</p>
<b>Sustainable Travel – Non-residential</b>	Staged	Project obligation	Yes (Workplace Travel Plan)	<p>Obligation to prepare and have approved a workplace Travel Plan prior to occupation of each relevant phase of any non-residential uses in line with the minimum size threshold.</p> <p>Obligation to implement and comply with the Travel Plan for duration of 5 years (from the first occupation of the relevant phase). This will encourage sustainable travel for first occupants of non-residential buildings.</p> <p>This may be more appropriately covered by Condition.</p>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Travel Plan Auditing Fee and Decide &amp; Provide Monitoring and Mitigation Plan</b>	Staged	Financial Contribution	No	<p>A specified financial contribution to WSCC for auditing and monitoring of Travel Plan(s) and support implementation of sustainable travel measures, with further detail on long-term monitoring.</p> <p>In addition, the Decide &amp; Provide Monitoring and Mitigation Plan will set out agreed thresholds whereby if certain criteria are not met, the Applicant will be required to deliver / make payment of the necessary mitigation. This will include a funding mechanisms pot for later mitigations (e.g. schemes such as Rusper Road traffic calming, or the Ifield Avenue works, should this be deemed necessary after monitoring and / or consultation).</p>
<b>Car Club spaces</b>	Staged	Financial Contribution	No	<p>A specified financial contribution or agreement on the level of service to be paid to a car club operator to encourage use of car club spaces.</p> <p>Applicant to ensure the phased delivery of a minimum of 20 spaces in line with the evidence demonstrating need for spaces set out in the Transport Assessment.</p> <p>Car club usage to be monitored through the residential Travel Plan(s).</p>
<b>Electric vehicle charging infrastructure (non-residential &amp; commercial areas)</b>	Staged	Project obligation	Yes (Electric Vehicle charging point details)	Provision of electric vehicle charging points within non-residential and commercial areas of the development, to align with approved EV charging plan (in line with statement of intent within the Transport Assessment).

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Mobility hub (1 of 3)</b>	Delivered as part of the CWMMC Phase 1 development	Direct Delivery	Yes (Mobility hub details)	<p>Provision of mobility hub (including bike storage, bike repair facilities, space for car club and EV charging point) to facilitate modal share. Mobility Hubs will be accessible to buses via the Rusper Road North Entrance (bus gate), which will operate after the CWMMC Phase 1 is opened.</p> <p>The Applicant expects that the Mobility Hub will be located on highway land, and will therefore be adopted by the local highway authority. A contribution to Mobility Hubs ongoing maintenance will therefore be made through CIL.</p>
<b>Mobility hub (2 of 3)</b>	Prior to occupation of 860 homes	Direct Delivery	Yes (Mobility hub details)	<p>Provision of mobility hub (including bike storage, bike repair facilities, space for car club and EV charging point) to facilitate modal share. Mobility Hub will be accessible to buses via the Rusper Road North Entrance (bus gate), which will operate after the CWMMC is opened.</p> <p>The Applicant expects that the Mobility Hubs will be located on highway land, and will therefore be adopted by the local highway authority. A contribution to Mobility Hubs ongoing maintenance will therefore be made through CIL.</p>
<b>Mobility hub (3 of 3)</b>	To be delivered to serve the opening of the bus route as part of the relevant phase.	Direct Delivery	Yes (Mobility hub details)	<p>Provision of mobility hub (including bike storage, bike repair facilities, space of car club and EV charging point) to facilitate modal share. Mobility Hubs will be accessible to buses via the Rusper Road North Entrance (bus gate), which will operate after the CWMMC Phase 1 is opened.</p>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				The Applicant expects that the Mobility Hub will be located on highway land, and will therefore be adopted by the local highway authority. A contribution to Mobility Hubs ongoing maintenance will therefore be made through CIL.
<b>Improvements at Ifield Station</b>	Prior to the occupation of 550 homes.	Financial Contribution	No	A specified Financial Contribution to support improvements at Ifield station to enhance the station experience, including the potential for additional cycle parking, lighting, enhanced station entrance and enhanced waiting areas to facilitate modal change.

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**Table 4: Education**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Stand-alone Nursery facility</b>	Staged	Project obligation	Yes (Marketing Strategy)	The Neighbourhood Centre includes floorspace under Class E and subject to identifying a willing provider could provide for further creches and day nursery facilities. The Applicant commits to reasonable endeavours to identify a provider for a stand-alone Nursery facility. Should this not be brought forward within an identified timeframe, the Applicant will be free to propose alternative uses.
<b>Primary School (including onsite Early Years facility) - Delivery of 2FE</b>	Staged	Financial Contribution	No	<p>The Development applies for parameters that allocate an area of serviced land for a 3FE Primary School able to meet a specification that accords with BB103 based on DfE baseline design standard. The Development also applies for parameters that allow for 1 x Early Years Nursery and a Student Support Centre to be included as part of the 3FE Primary School site.</p> <p>The land will be transferred to WSCC prior to the occupation of the first home, alongside a financial payment (index linked, on a phased basis) to enable delivery of a 2FE (and futureproofed core for 3FE).</p> <p>Community use agreement will be sought in relation to new education and sports facilities to allow dual use for public/community at appropriate times.</p>
<b>Primary School - 3 FE expansion</b>	TBC	Financial Contribution	No	Specified financial contribution to allow for expansion to 3FE.
<b>Secondary School</b>	Prior to occupation of 1,960 homes	Financial Contribution	Yes (linked planning application to be made by DfE)	The Development applies for parameters that allocate an area of serviced land for a 6-8 FE Secondary School. The Secondary School will be delivered by DfE with the land transferred from the Applicant in advance of the S106 Agreement. The DfE will initially deliver a 6FE school, with Homes England providing a proportionate contribution to mitigate the

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				<p>impact of the HPA through an expansion to an 8FE facility.</p> <p>Should the land not be brought forward by DFE, the Applicant will make a financial contribution towards secondary provision to WSCC including an appropriate allowance/mechanism for transferring the Secondary School land to WSCC.</p> <p>Community use agreement required in relation to new education and sports facilities to allow dual use for public/community at appropriate times.</p>
<b>Special Educational Needs or Disability (SEND) provision</b>	Staged	Financial Contribution	No	Financial contribution towards SEND provision (in addition to onsite SSC provided as an integral element of the Primary School) to meet the needs of the development.

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**Table 5: Strategic Green Infrastructure**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Natural and Semi Natural Green Space</b>	Staged	Direct Delivery	Yes (Green Infrastructure Strategy per phase)	<p>The Development applies for parameters which require Natural and Semi Natural Green Space to be delivered in excess of the needs of the new community in accordance with standards and the respective recommendations in the Playing Pitch Strategy and Open Space, Sport &amp; Recreation Review 2021.</p> <p>This is based on the strategic provision of a minimum of 72.5ha of Natural and Semi Natural Greenspace which exceeds the 24.3 sqm per person for Natural and Semi Natural Greenspace.</p>
<b>Parks and Gardens</b>	Staged	Direct Delivery	Yes (Green Infrastructure Strategy per phase)	<p>The Development applies for parameters that identify areas for Multifunctional Green Space that meet the needs of the new community in accordance with standards and the respective recommendations in the Playing Pitch Strategy and Open Space, Sport &amp; Recreation Review 2021.</p> <p>This is based on the strategic provision of a minimum of 26.00ha of Parks and Gardens which exceeds the 13.8 sqm per person for Parks and Garden.</p>

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**Table 6: Amenity Space**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Allotments</b>	Staged	Direct Delivery	Yes (Allotment Strategy)	<p>The Development applies for parameters that allow for Allotments that meet the needs of the new community in accordance with standards and the respective recommendations in the Playing Pitch Strategy and Open Space, Sport &amp; Recreation Review 2021.</p> <p>This is based on a standard of 0.18ha per 1000 population / 1.8 sqm per person.</p> <p>Provision of the above will be delivered in a phased manner in accordance with RMAs, with each RMA to demonstrate sufficient provision (either as part of their RMA or earlier stages) to meet requirements.</p> <p>The Applicant expects that the application will be conditioned with a pre-commencement condition to set out and agree a management and maintenance regime for the areas of Allotments.</p>
<b>Multi Functional Green Space per resident</b>	Staged	Direct Delivery	Yes (Green Infrastructure Strategy per phase)	<p>The Development applies for parameters that identify areas for Multifunctional Green Space that meet the needs of the new community in accordance with standards and the respective recommendations in the Playing Pitch Strategy and Open Space, Sport &amp; Recreation Review 2021.</p> <p>This is based on a standard of 5.8 sqm per person for Amenity Green Space; a standard of 0.75 sqm per person for Tennis and Multi courts and a standard of between 7 sqm per person for Grass Pitches or 1.5 sqm for Artificial Pitches (although a combination is preferred).</p> <p>Provision of the above (in line with the requirements of the Design Code) will be delivered in a phased manner in accordance with RMAs, with each RMA to demonstrate</p>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				sufficient provision (either as part of their RMA or earlier stages) to meet requirements.
<b>Children and Youth Play Space</b>	Staged	Direct Delivery	Yes (Play Strategy)	<p>The Development applies for parameters that identify areas for Children and Youth Play that meet the needs of the new community in accordance with standards and the respective recommendations in the Playing Pitch Strategy and Open Space, Sport &amp; Recreation Review 2021.</p> <p>This is based on a standard of 0.05ha per 1000 population for Children / 0.5 sqm per child and 0.04ha per 1000 population for Young people / 0.4 sqm per child.</p> <p>Provision for Children and Young people will be delivered in a phased manner in accordance with RMA and in line with the requirements of the Design Code).</p> <p>The Applicant expects that the application will be conditioned with a pre-commencement condition to set out and agree a management and maintenance regime for the areas of provision for Children and Young people play.</p>
<b>Public Art Strategy - Commitment to align with the recommendations of the public art strategy</b>	Staged	Project obligation	Yes (Public art strategy)	The applicant commits to the submission of a site-wide public art strategy, which will form an overarching framework to inform detailed public art strategies to come forward on a phased basis with RMAs. Developers will be required to implement a detailed public art strategy, which conforms to the site-wide strategy and its recommendations, in accordance with an agreed programme.
<b>Management: of on plot/ local green infrastructure - Stewardship Model TBC.</b>	Staged	Project obligation	Yes (Stewardship Strategy)	The Applicant expects that the application will be conditioned with a pre occupation obligation to set out and agree a management and maintenance regime for the areas of open space. The Open Space Management and Maintenance Plan would require approval prior

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				to occupation of the first dwelling of the relevant phase.

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**Table 7: Leisure and Sport Facilities**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Grove Sports Hub outdoor sports pitches and associated facilities</b>	TBC	Direct Delivery	No	Overlapping with the area identified for grass/ artificial pitches, the application will provide a club house with changing rooms at the Grove Sports hub which will be directly delivered by the Applicant. Further details relating to the specification of the Sports Hub, including the potential inclusion of a clubhouse / function space, will be determined at RMA stages and informed by the Design Code and in consultation with proposed occupiers in line with the proposed Stewardship Strategy. The location and specification for sports hub is to be agreed before occupation of the relevant phase.
<b>Local Leisure Facility</b>	Prior to occupation of 1,000 homes	Direct Delivery or Financial Contribution	No	<p>The Development applies for parameters that identify floorspace within the Neighbourhood Centre appropriate for a Local Leisure Facility of 3,400 sqm to meet Sport England requirements.</p> <p>It is proposed that the Local Leisure Facility will be delivered in line with the following cascade:</p> <ol style="list-style-type: none"> <li>1) The Local Leisure Facility will be delivered directly by the Applicant.</li> <li>2) If an operator is not found within a defined period for the local leisure facility, the land will be offered to HDC for the development of a Local Leisure Facility. Should this option be accepted and the Local Leisure Facility not be opened within an agreed period, the land would be returned to the Applicant and developed under Use Class E and the applicant would provide a financial contribution towards an existing facility or off-site local development proposal.</li> <li>3) If an operator is not found within a defined period for the local leisure facility and HDC does not wish to have the land transferred to it, the land can developed under Use Class E and the applicant would provide a financial contribution</li> </ol>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				towards an existing facility or off-site local development proposal.

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# The Housing and Regeneration Agency

**Table 8: Community Facilities**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>Flexible use community Centre</b>	Prior to occupation of 1,000 homes	Direct Delivery	No	<p>The Development applies for parameters that identify floorspace within the Neighbourhood Centre appropriate for a Flexible Use Community Centre of 600 sqm.</p> <p>The size and specifications of the community centre will be determined at RMA stages, with the nature and design of the community centre to be set out in the Design Code. Plot details and the full design will be decided at an appropriate stage of detailed design work for the relevant Phase of the development. An initial understanding of what the Flexible use community centre could comprise as an indication for future delivery is included within the DAS.</p> <p>The Applicant will build and market these uses under direct delivery therefore no financial S106 Obligation will be made.</p>
<b>Primary Health care</b>	Prior to occupation of 1,000 homes	Financial Contribution	No	<p>The Development applies for parameters that identify floorspace within the Neighbourhood Centre and Employment area appropriate for a Local Healthcare facility of a minimum of 1,500 sqm. The Applicant will continue established liaison with the ICB, or any updated organisation with responsibility for health care provision to ensure that development can provide for the delivery of local healthcare facilities which as a minimum, meet the needs of the new occupants of the development.</p> <p>If this does not come forward as a new facility, land would be developed under an agreed cascade mechanism, outlining reasonable endeavours for marketing before reverting to alternative Use Class E. In this eventuality, a specified and fully justified financial contribution would be paid towards improving related off-site facilities which provide for the future residents of the development.</p>

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Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
				The size and specifications of dedicated spaces for ancillary primary healthcare services, including pharmacies and dentists, will be determined at RMA stages.
<b>Emergency Services</b>	Staged	Financial Contribution	No	Specified financial contribution to be provided towards the costs of meeting additional demand for emergency services generated by the development, in accordance with wider CIL regulations and alternative funding mechanisms that may be available.
<b>Community Engagement officer</b>	Staged	Financial Contribution	No	Specified financial contribution and outline job specification for Community Engagement Officer to support early-stage community building activities.

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# The Housing and Regeneration Agency

**Table 9: Sustainability**

Item	Trigger	Direct Delivery / Contribution	Associated Conditions	Draft Heads of Terms reference
<b>SuDS maintenance and management</b>	Staged	Project obligation	Yes (Details SuDS scheme)	<p>Submission of a management and maintenance plan to cover the whole life management and maintenance of the proposed SuDS system.</p> <p>This may be more appropriately covered by a Condition.</p>
<b>Biodiversity Net Gain (BNG)</b>	Staged	Direct Delivery	Yes (LEMP)	<p>Submission and approval of an Ecology and Green Infrastructure Strategy which incorporates a BNG, which demonstrates a BNG of a minimum of 10% to be achieved. Ongoing obligation to implement and comply with the approved Ecology and Green Infrastructure Strategy. The Development applies for parameters that can demonstrate a BNG of a minimum 10% as captured in the Defra 4.0 metric.</p>
<b>BNG management costs</b>	Staged	Project obligation	Yes (LEMP)	<p>Maintenance arrangements associated with securing the 10% BNG commitment for a minimum of 30 years.</p>
<b>Water Neutrality strategy - Water reduction and offsetting measures</b>	Staged	Direct Delivery	Yes (Water Neutrality Statement)	<p>This obligation will set out a number of potential routes to ensuring water neutral development, via cross reference to the submitted Water Neutrality Strategy, is brought forward at the RMA stage.</p> <p>This may be more appropriately covered by a Condition.</p>
<b>Off-site Waste recycling contribution</b>	Staged	Financial Contribution	No	<p>The Applicant will pay a specified financial contribution to mitigate the impact of the additional processing capability (where capacity does not exist) at a household waste recycling facility.</p>
<b>Onsite Waste recycling commitments</b>	Staged	Project obligation	No	<p>The applicant commits to providing onsite recycling containers in line with adopted standards at the point of submission of each RMA.</p> <p>This may be more appropriately covered by a Condition.</p>

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