

Ashurst

Section 106 Agreement

Slough Borough Council
as Council

Manor Farm Propco Limited
as Owner

Section 106 of the Town and Country Planning Act 1990 and other
powers in relation to land at Manor Farm, Poyle Road, Slough

Application reference: P/10076/013

Appeal reference: APP/J0350/W/25/3366043

30 October 2025

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THIS AGREEMENT is made on

30 October

2025

BETWEEN:

- (1) **Slough Borough Council** of Observatory House, 25 Windsor Road, Slough SL1 2EL (the "Council"); and
- (2) **Manor Farm Propco Limited** (incorporated in Jersey with registered number 157508) whose registered office is at 26 New Street, St Helier, JE2 3RA (the "Owner").

RECITALS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and by whom the planning obligations contained in this Agreement are enforceable.
- (B) The Owner holds the freehold title to the Land which is pending registration at the Land Registry under Title Numbers BK328489, BK328485, BK187998, BK380370 and BK331984.
- (C) The Owner submitted the Application (reference P/10076/013) to the Council on 13 December 2024 and on 30 April 2025 the statutory determination period (which had previously been extended with the agreement of the parties) expired.
- (D) The Owner submitted the Appeal (reference APP/J0350/W/25/3366043) on 19 May 2025, which was accepted by the Secretary of State on 11 June 2025.
- (E) The Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement (having regard to the provisions of the local plan and all other material considerations affecting the Land) in the event that Planning Permission is granted by the Secretary of State.

THE PARTIES AGREE AS FOLLOWS:

1. **Definitions and Interpretation**

- 1.1 In this Agreement unless the context otherwise requires, capitalised terms shall have the meaning given to it in that term set out below or in the relevant Schedule attached to this Agreement:

"1990 Act" means the Town and Country Planning Act 1990;

"1980 Act" means the Highways Act 1980;

"Agreement" means this planning agreement made by deed pursuant to section 106 of the 1990 Act;

"Appeal" means the planning appeal against non-determination of the Application lodged by the Owner to the Planning Inspectorate and made under reference number APP/J0350/W/25/3366043;

"Application" means the application with reference P/10076/013 submitted by the Owner to the Council on 13 December 2024 for:

"demolition of existing buildings and redevelopment to comprise a Data Centre (Use Class B8) and Battery Energy Storage System with ancillary substation, offices, associated plant, emergency backup generators and associated fuel storage, landscaping, sustainable drainage systems, car and cycle parking, and new and amended vehicular and emergency access from Poyle Road and other associated works";

"Borough" means the Council's administrative area;

"Bus Stops and Infrastructure Improvement Contribution" is the sum of Fifteen Thousand Pounds (£15,000) payable towards real time passenger information infrastructure on the bus stops close to the site on Poyle Road, and bus shelters;

"Commencement of Development" the carrying out in relation to the Development of any material operation (as defined by section 56(4) of the 1990 Act) forming part of the Development but disregarding:

- (a) demolition works;
- (b) site clearance and preparation works;
- (c) ground investigations;
- (d) site survey works;
- (e) temporary access construction works;
- (f) archaeological investigation;
- (g) remedial work in respect of contamination or other adverse ground conditions;
- (h) removal, diversion and laying of services;
- (i) temporary display of site notices;
- (j) erection of any fences, hoardings and other means of site enclosure around the Land; and
- (k) other substantially similar operations;

"Commencement Date" means the date on which the Commencement of Development happens and **"Commenced"** and **"Commence"** shall be construed accordingly;

"Community Development and Skills Strategy" means a strategy to be produced by the Owner setting out how the Owner and/or Occupier of Parcel A will support employment and procurement opportunities for residents and businesses within the Borough and which shall provide details of how the Owner will:

- (a) work with the construction contractor, the occupier and Council (as applicable) to support the following during construction and up to five years after Occupation:
 - (i) local employment opportunities;
 - (ii) provision of apprenticeships shall be a minimum of two;
 - (iii) procurement opportunities for local businesses;
 - (iv) training and development opportunities for local people;

- (b) actively engage with future Occupiers and encourage them to hire local employees and engage with local schools and colleges to support a pipeline of local talent;
- (c) work with the Council and its partners to advertise jobs locally through its preferred channels; and
- (d) proposals for expenditure of the Local Engagement Fund by the Council, and as may be amended from time to time with the written approval of the Council;

"Community Development and Skills Strategy Monitoring Contribution" means the sum of £500 per annum towards the monitoring of the Community Development and Skills Strategy over a ten year period from Commencement of Development and being a maximum sum of £5,000 (five thousand pounds);

"Default Interest Rate" means three (3) per cent per annum greater than the Bank of England base rate in force from time to time;

"Development" the development of the Land authorised by the Planning Permission;

"Enhanced Landscaping Strip" means a landscaped strip along the length of the Footpath that is approximately three metres wide in total (acknowledging that it may not be possible to provide a three metre strip for the entire length of the Footpath) securing landscaping and biodiversity improvements and other soft landscaping

"Footpath" means the footpath from the Land to the Arthur Jacob Nature Reserve to Poyle Road as shown on Plan 4;

"Footpath Plan" means details of the Footpath and Enhanced Landscaping Strip which shall include details of:

- (a) detailed scalable drawings (section of level changes if applicable);
- (b) signage;
- (c) lighting and CCTV at the connection with Poyle Road;
- (d) boundary treatment;
- (e) connections to Land to the Arthur Jacob Nature Reserve which is west to the Land;
- (f) details of the landscaping improvements forming part of the Enhanced Landscaping Strip;
- (g) biodiversity information relating to the Enhanced Landscaping Strip;
- (h) soft landscaping and any planting forming part of the Enhanced Landscaping Strip;

"Highway Agreement" means an agreement under section 278 and section 38 (if applicable) of the 1980 Act under which the Highways Works will be carried out;

"Highway Works" means the footway, cycleway and crossing improvements to Poyle Road and works to the site access on Poyle Road which are described at a high level below and more fully shown on Plan 3 and shall include such variations, alterations or additions to the above works as may be agreed between the Owner and the Council in writing;

- a) Highway works to form the revised main site access including uncontrolled crossing facility across the bellmouth and central island to prevent vehicles from turning right into the site (subject to road safety audit and associated restrictions on turning manoeuvres into and out of the Land);
- b) A new uncontrolled crossing point across Poyle Road to the south of the main site access subject to satisfactory road safety audit;
- c) A new uncontrolled crossing point across Poyle Road to the north of the main site access subject to satisfactory road safety audit, it being acknowledged that if the road safety audit concludes that a crossing to the north of the main site access cannot be safely provided the requirement to deliver this crossing as part of the Highway Works shall cease to apply but FOR THE AVOIDANCE OF DOUBT there shall be no less than one crossing provided;
- d) Works to the redundant vehicle access immediately to the north of the site access to remove the vehicle access and create a new footway;
- e) Bus stop landing area improvements for the northbound bus stop on Poyle Road including new kerbs and level access hardstanding area for passengers tying into the new path works;
- f) Works to formalise the emergency access including kerbing, surfacing, drop down bollard with fire brigade approved locks, and signage;
- g) Poyle Road Footway Works;
- h) Installation of signage (informed by a road safety audit) relating to permitted and prohibited turning manoeuvres (subject to a Traffic Regulation Order) carried out by vehicles when ingressing or egressing the Land;

"Index" means the consumer prices index published by the Office for National Statistics and if that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council (acting reasonably) shall advise the Owner in writing;

"Index Linked" means increased in accordance with the following formula:

Amount payable = the payment specified in this Agreement x (A/B) where:

A = the figure for the Index that applied immediately preceding the date the payment is due; and

B = the figure for the Index that applied when the index was last published prior to the date of this Agreement;

"Inspector" means the inspector appointed by the Secretary of State to preside over the public inquiry in relation to the Appeal

"Land" means the land at Manor Farm, Poyle Road, Slough as shown edged red on Plan 1;

"Local Engagement Fund" means the sum of £42,500 (Forty-Two Thousand Five Hundred Pounds) which the Council shall put towards a programme of school and college engagement and community outreach centred on skills related to the Development and the Government's Modern Industrial Strategy, including clean energy innovation, digital technology and construction;

"Monitoring Sum" means the sum of £500 (Five Hundred Pounds) towards the Council's officer costs of monitoring compliance with the obligations contained in this Agreement;

"Occupation" means occupation of the Development or any part or Parcel thereof for the purposes permitted by the Planning Permission but not including:

- (a) occupation by personal engaged in construction, fitting out or decoration or
- (b) occupation for marketing or display or
- (c) occupation in relation to security operations or other substantially similar occupation,

and **"Occupy"**, **"Occupier"** and **"Occupied"** shall be construed accordingly;

"Parcel" means Parcel A and/or Parcel B of the Land as shown on Plan 2;

"Parties" the Council and the Owner and **"Party"** shall be construed accordingly;

"Plan 1" means the plan attached to this Agreement at Schedule 1 which shows the Land edged red;

"Plan 2" means the plan attached to this Agreement at Schedule 1 which shows Parcel A and Parcel B;

"Plan 3" means the plans attached to this Agreement at Schedule 1 and labelled "Plan 3a" and "Plan 3b" which show the Highway Works;

"Plan 4" means the plan attached to this Agreement at Schedule 1 which shows the Footpath;

"Plan 5" means the plan attached to this Agreement at Schedule 1 which shows the indicative extent of Option B of the Poyle Road Footway Works;

"Planning Permission" means the planning permission to be granted by the Secretary of State in respect of the Application pursuant to the Appeal and any amendments or variations thereto;

"Poyle Road Footway Works" means the footway works that are either (i) expressly identified by the Secretary of State in his decision letter as being required to mitigate the impact of the Development or (ii) expressly identified by the Inspector in his report to the Secretary of State and where the Secretary of State has agreed with the Inspector's conclusions in respect of planning obligations, and being one of the following:

- (a) **Option A:** Construction of a new footway along Poyle Road as shown on Plan 3a; or
- (b) **Option B:** Construction of a new footway/cycleway along the length of the frontage of the site along Poyle Road as shown on Plan 5 PROVIDED THAT such works are within the highway maintainable at public expense and no third party consents (other than from the local highway authority) are required;

and in the absence of an express confirmation from the Secretary of State or Inspector as set out above, the Poyle Road Footway Works shall comprise Option A;

"Practical Completion" means in relation to construction works forming part of the Development completed in all material respects (but not including fitting out) such that a certificate of practical completion in relation to such works can be issued under industry

standard construction contracts for such works and "**Practically Complete**" shall be construed accordingly;

"Secretary of State" means the Secretary of State for Housing, Communities and Local Government (or such other person or organisation who has the jurisdiction from time to time to determine the Appeal) including an inspector who is appointed to act on his behalf;

"Section 73 Consent" a planning permission granted pursuant to Section 73 or 73B (once in force) of the 1990 Act which varies and/or removes any condition to or other part of a Planning Permission;

"Traffic Regulation Order" means a traffic order made by the Council to secure a right-turn only requirement and review/amendment of waiting restrictions in the vicinity of the Land;

"Traffic Regulation Order Contribution" means the sum of Six Thousand Pounds (£6,000) towards the Traffic Regulation Order;

"Travel Plan" means the document submitted with the Application entitled "BREEAM Travel Plan" prepared by SLR Consulting Limited and dated 12 December 2024

"Travel Plan Monitoring Fee" means the sum of £6,000 (Six Thousand Pounds) (Index Linked) to be paid by the Owner to the Council and used for the Council's costs of evaluating, administrating and monitoring the objectives of the Travel Plan;

"VAT" value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

"Working Day" any Monday, Tuesday, Wednesday, Thursday and/or Friday (other than bank or public holidays in England).

- 1.2 Clause headings are used for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

- 1.10 A reference to this Agreement or to any other deed or document referred to in this Agreement is a reference to this Agreement or such other deed or document as varied from time to time.
- 1.11 Where in this Agreement reference is made to a clause, paragraph, Schedule, part or plan it is to a clause, paragraph, Schedule, part or plan in this Agreement.
- 1.12 Any words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and any words placing a Party under a restriction include an obligation not to cause, suffer or permit any infringement of that restriction.
- 1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.15 Where under this Agreement any approval, consent, expression of satisfaction or agreement is required to be given by the Council:
 - (a) it shall not be unreasonably withheld or delayed;
 - (b) a decision shall be provided in writing; and
 - (c) a decision shall be provided or the Council shall confirm the amendments or further information it requires within 20 Working Days of submitting (or re-submitting) the details or approval shall be deemed to have been provided.

2. Statutory Provisions

- 2.1 This Agreement constitutes a planning obligation for the purposes of section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interest held by such person in the Land and its successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council in accordance with section 106 of the 1990 Act.

3. Legal Effect

- 3.1 This Agreement is conditional upon:
 - (a) the grant of the Planning Permission by the Secretary of State; and
 - (b) the Commencement of Development.
- 3.2 Each clause, Schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, Schedule or paragraph shall be held by the Courts to be void, invalid, illegal or unenforceable for any reason whatsoever but would be valid, legal and enforceable if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, Schedule or paragraph be valid, legal and

enforceable shall apply without prejudice to any other clause, Schedule or paragraph contained herein.

3.3 The obligations, covenants, restrictions and undertakings imposed in this Agreement are planning obligations relating to the Land made pursuant to section 106 of the 1990 Act:

- (a) which are enforceable by the Council as local planning authority against the Owner; and
- (b) which (other than the Poyle Road Footway Works) the Parties are satisfied comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (save for those obligations, covenants and undertakings contained herein which are not planning obligations for the purposes of section 106 of the 1990 Act).

4. Covenants by the Owner and Council

4.1 The Owner covenants with the Council to:

- (a) observe and perform or cause to be observed and performed the obligations and covenants expressed to be given by the Owner at the times and in the manner provided herein;
- (b) to give at least ten Working Days' notice to the Council of:
 - (i) the intended Commencement Date;
 - (ii) commencement of above ground works in Parcel A;
 - (iii) Occupation of the Development;
 - (iv) Occupation of Parcel A.

4.2 The Council covenants with the Owner to:

- (a) observe and perform or cause to be observed and performed the obligations and covenants expressed to be given by the Council at the times and in the manner provided herein;
- (b) only apply the monies received pursuant to this Agreement towards their stated purpose (unless otherwise agreed by the Owner in writing);
- (c) where any monies received pursuant to the terms of this Agreement remain unspent or are not committed for expenditure within ten years from the date of payment, the Council shall return the unspent monies to the Owner or relevant person who made the payment (if different); and
- (d) to provide to the Owner with such evidence as may reasonably be required in order to confirm the expenditure or allocation for expenditure of the Local Engagement Fund.

5. Release

5.1 The obligations contained in this Agreement shall not be binding upon nor enforceable against:

- (a) any statutory undertaker or other person who acquires any part of the Land or interest therein for the purposes of the supply of heat cooling electricity gas water

drainage telecommunication services or similar services or public transport services; and

(b) any mortgagee or chargee of the whole or any part of the Owner's interest in the Land unless it takes possession of the Land or part thereof in which case it will be bound by the obligations as a person deriving title from the Owner PROVIDED THAT the mortgagee or chargee will not be liable for any pre-existing breach of obligations contained herein.

5.2 No person shall be liable for any breach of the covenants, restrictions or obligations contained in this Agreement occurring after it has parted with all of its interest in the Land (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

6. Determination of Deed

6.1 The obligations in this Agreement (with the exception of Clause 8) shall cease to have effect if:

(a) the Appeal is refused and either

- (i) no application is made to the High Court pursuant to section 288 of the 1990 Act; or
- (ii) planning permission is refused by the Secretary of State on re-determination of the Appeal following a successful application pursuant to section 288 of the 1990 Act; or

(b) before the Commencement of Development, the Planning Permission:

- (i) expires;
- (ii) is varied or revoked other than at the request of the Owner; or
- (iii) is quashed following a successful legal challenge.

7. Local Land Charge

This Agreement is a local land charge and shall be registered as such by the Council.

8. Costs

8.1 The Owner shall pay to the Council on or before the date of this Agreement the Council's reasonable and proper legal costs together with all reasonable and proper disbursements incurred in connection with the preparation, negotiation, completion and registration of this Agreement.

8.2 The Owner shall pay to the Council the Monitoring Sum prior to the Commencement of Development.

9. Ownership

9.1 Until all the covenants, restrictions and obligations in this Agreement have been complied with, the Owner covenants to give to the Council within ten Working Days, the following details of any conveyance, transfer or mortgage entered into in respect of all or any part of the Land:

(a) the name and address of the person to whom such disposition was made; and

(b) the nature and extent of the interest disposed of,

SAVE THAT this requirement shall not apply to any statutory undertakers or any other person who is not bound by the terms of this Agreement pursuant to clause 5.1(b).

10. Cancellation of Entries

10.1 On the written request of the Owner at any time after each or all of the obligations in this Agreement have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge within ten Working Days.

10.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to Clause 6 the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Agreement.

11. No Fetter of Discretion

Nothing (contained or implied) in this Agreement shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

12. Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver (save where the waiver was by deed) and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

13. Future Permissions

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

14. Agreements and Declarations

14.1 The Parties agree that:

- (a) nothing in this Agreement constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this Agreement grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

15. Further Section 73 Consent

In the event that a Section 73 Consent is granted by the Council after the date of this Agreement and unless otherwise agreed by the Council (and notified to the Owner), with effect from the date that the Section 73 Consent is granted:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all the Section 73 Consent and the Land itself without the automatic need to enter into any

subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act;

- (b) the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any Section 73 Consent and the development permitted by such Section 73 Consent; and
- (c) this Agreement shall be endorsed with the following words in respect of any Section 73 Consent:

"The obligations in this Agreement relate to and bind the Land in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 or 73B (as applicable) of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Sections 73 or 73B (as applicable) of the 1990 Act or of the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 or 73B of the 1990 Act (as applicable) whether by way of a new deed or supplemental deed pursuant to Section 106A of the 1990 Act.

16. Notices

- 16.1 Any notice or other communication to be given under or in connection with this Agreement shall be in writing and should be addressed as provided in clause 16.3.
- 16.2 The provisions of section 196 of the Law of Land Act 1925 (as amended) shall apply to any notice served under this Agreement and any such notice shall be in writing and shall refer to the name, date and Parties to the deed and shall cite the clause of the deed to which it relates.
- 16.3 Subject to clause 16.4, the contact details for each party are:

- (a) For the Council:

Address:	Slough Borough Council, Observatory House, 25 Windsor Road, Slough, Berkshire, SL1 2EL
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Relevant addressee:	Head of Development Management
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Reference:	P/10076/013
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- (b) For the Owner:

Address:	26 New Street, St Helier, JE2 3RA
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Relevant addressee:	Charlie Withers, Development Director
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Reference:	P/10076/013 – Manor Farm
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- 16.4 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or

- (b) if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

17. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. Value Added Tax

All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

19. Disputes

- 19.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Agreement or its meaning or construction ("Dispute") then (without prejudice to any provision in this Agreement which specifies a particular timescale for the resolution or determination of any matter) the parties shall use reasonable endeavours to resolve the Dispute within 20 Working Days of the Dispute arising.
- 19.2 If the Dispute is not resolved within 20 Working Days (or within such other period as may be specified in this Agreement) the Dispute shall be referred for determination in accordance with the provisions of this clause on the reference of any of the parties to the Dispute.
- 19.3 The Dispute shall be referred to the decision of a single expert (the "Expert") qualified to deal with the subject matter of the Dispute who shall either be jointly nominated by the parties within a period of five Working Days following a failure of the parties to resolve the Dispute pursuant to clause 19.2 (or such longer period as may be agreed between the parties to the Dispute) or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Law Society.
- 19.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 19.5 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
 - (a) they shall call for representations from all parties with ten Working Days of a reference to them under this Agreement and shall require the parties to exchange representations within this period;
 - (b) they shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 19.5(a) to make counter-representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) they shall provide the parties with a written decision (including reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) they shall be entitled to call for such independent expert advice as they think fit; and

(f) their costs and the costs of any independent expert advice called for by the Expert shall be included in their award.

19.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

20. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

21. Compliance With Regulation 122

If the Secretary of State concludes in their Appeal decision letter that any of the planning obligations set out in this Agreement fail to satisfy any one of the tests for planning obligations set out at Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended) and accordingly attaches no weight to that obligation in determining the Appeal then the relevant obligation(s) shall from the date of the Appeal decision letter immediately cease to have effect and the Owner shall be under no obligation to comply with it.

IN WITNESS WHEREOF this document has been executed as a deed by the Parties and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Plans

1. Plan 1 - Land
2. Plan 2 – Parcels
3. Plan 3 – Highway Works
4. Plan 4 – Footpath
5. Plan 5 – Poyle Road Footway Works – Option B

Schedule 2

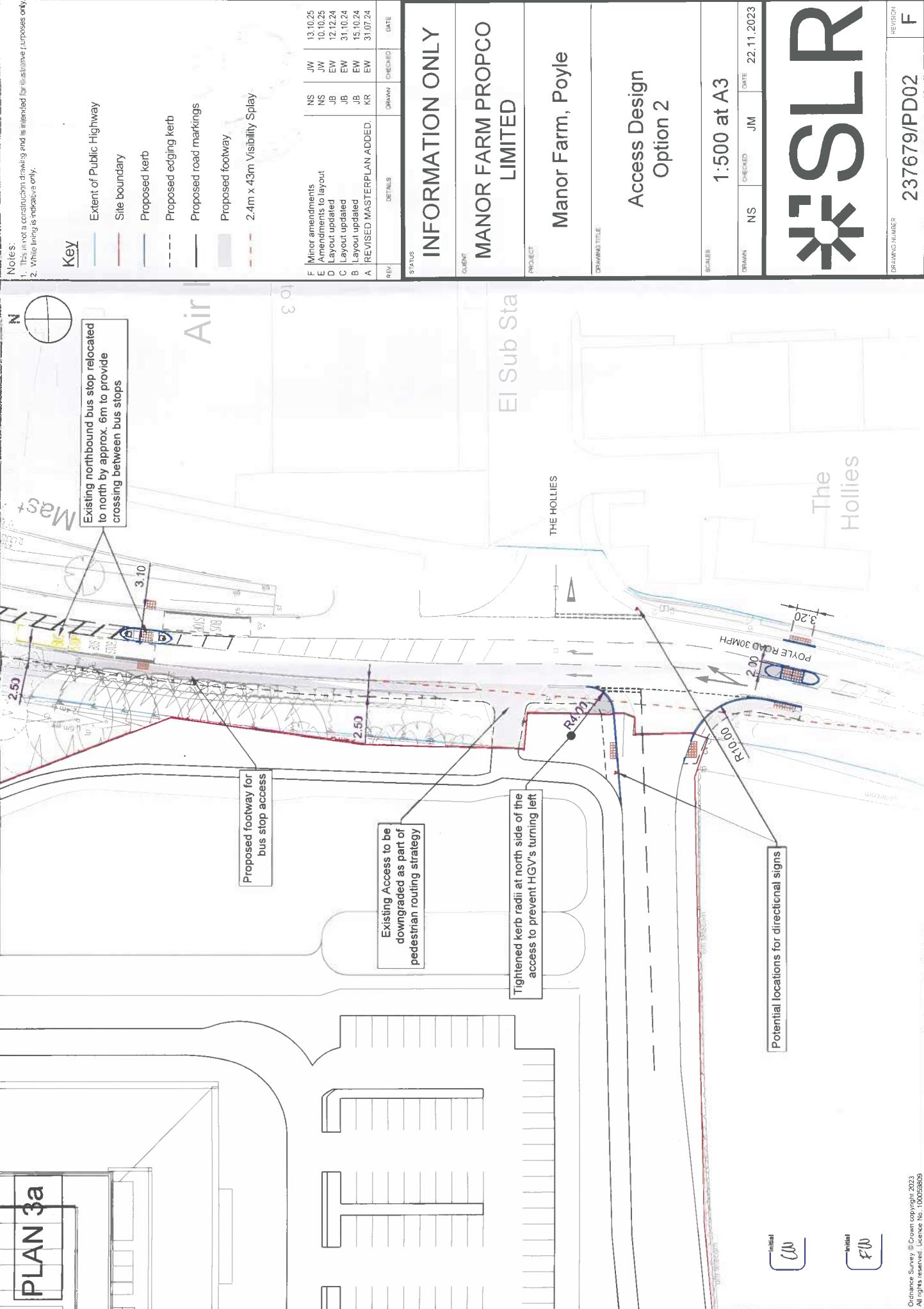
Employment and Skills

1. **Community Development and Skills Strategy**

- 1.1 The Owner shall:
 - (a) submit the Community Development and Skills Strategy to the Council prior to Commencement of Development; and
 - (b) not Commence Development until it has submitted the Community Development and Skills Strategy to the Council.
- 1.2 The Owner shall thereafter submit to the Council from the date of commencement of construction and thereafter for a period of five years from Occupation after Commencement of Development a yearly monitoring report to evidence that the Owner is complying with the Community Development and Skills Strategy PROVIDED THAT the Owner shall not be required to submit a monitoring report for a period of longer than 10 years.
- 1.3 The Owner shall thereafter comply with the approved Community Development and Skills Strategy.
- 1.4 The Owner shall pay to the Council a Community Development and Skills Strategy Monitoring Contribution upon the Commencement of Development.
- 1.5 The Owner shall not Commence Development until the Owner has paid to the Council the Community Development and Skills Strategy Monitoring Contribution.

2. **Local Engagement Fund**

- 2.1 The Owner covenants as follows:
 - (a) to pay the Local Engagement Fund to the Council prior to Occupation of the Development;
 - (b) not to Occupy or permit Occupation until the Local Engagement Fund is paid to the Council.



Schedule 3

Travel and Highways

1. **Travel Plan**

1.1 The Owner covenants with the Council as follows:

- (a) to pay to the Council the Travel Plan Monitoring Contribution prior to First Occupation of the Development;
- (b) not to Occupy or permit Occupation until the Travel Plan Monitoring Contribution has been paid in full to the Council; and
- (c) to implement the Travel Plan for a period of not less than five (5) years from the date of Occupation of the Development, and use reasonable endeavours to ensure that each of the targets in the Travel Plan are met.

2. **Highway Works**

2.1 The Owner shall not Occupy the Development until it has entered into the Highway Agreement;

2.2 The Owner shall not Occupy the Development until it has carried out and completed the Highway Works in accordance with the Highway Agreement, PROVIDED THAT and for the avoidance of doubt the above restrictions on Occupation shall not require completion of any maintenance period specified under the Highway Agreement nor any remedial works required pursuant to the said agreements.

3. **Bus Stop Improvement Contribution**

3.1 The Owner covenants to pay the Bus Stops and Infrastructure Improvement Contribution to the Council prior to the Commencement of Development.

3.2 There shall be no Commencement of Development until the Bus Stops and Infrastructure Improvement Contribution is paid in full to the Council.

4. **Traffic Regulation Order Contribution**

4.1 The Owner covenants to pay the Traffic Regulation Order Contribution towards the drafting, advertising and making of the Traffic Order to the Council prior to the Commencement of Development.

4.2 There shall be no Commencement of Development until the Owner has paid the full Traffic Regulation Order Contribution towards the drafting, advertising and making of the Traffic Order to the Council.

Schedule 4

Footpath and Enhanced Landscaping Strip

1. Footpath works

1.1 The Owner covenants as follows:

- (a) to submit the Footpath Plan to the Council prior to commencement of above ground works in Parcel A;
- (b) not to commence above ground works in Parcel A until the Footpath Plan has been approved in writing by the Council;
- (c) to Practically Complete the Footpath and Enhanced Landscaping Strip and make it available for use by the public prior to Occupation of Parcel A; and
- (d) not to Occupy Parcel A until the Footpath and Enhanced Landscaping Strip is Practically Complete and has been made available for use by the public.

2. Public right of way

- 2.1 For a period of five years from Occupation of Parcel A the Owner shall use reasonable endeavours to enter into public path creation agreements under section 25 of the Highways Act 1980 with the Council to provide for the dedication of the Footpath.
- 2.2 For a period of five years from Occupation of Parcel A the Owner shall use reasonable endeavours to enter into public path creation agreements under section 25 of the Highways Act 1980 with Royal Borough of Windsor and Maidenhead to provide for the dedication of the Footpath.
- 2.3 Following dedication of the Footpath pursuant to the public path creation agreements referred to in paragraphs 2.1 and 2.2, the obligations in paragraph 3 shall determine and cease to have effect PROVIDED THAT where part of the Footpath is dedicated such paragraph 3 shall continue to have effect in respect of any part of the Footpath that has not yet been dedicated.

3. Access to the Footpath

3.1 Subject to paragraph 2, the Footpath shall be made available for public use from Occupation of Parcel A PROVIDED THAT the Owner may temporarily close the Footpath for the following reasons:

- (a) occasional temporary closure (not exceeding one day) at any time in any calendar year to assert rights of proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law;
- (b) requirement for works of maintenance, repair, cleaning, renewal or resurfacing to be carried out;
- (c) where closure is necessary for good estate management;
- (d) where there is a risk to public health and safety;
- (e) where closure is necessary because of the lawful requirements of the police or any other competent authority; and

(f) if the Council and the Owner agree that the temporary closure is appropriate for some other proper reason,

provided that the Footpath shall be re-opened as soon as reasonably practicable after each such closure.

Signatures

The Council

THE COMMON SEAL of THE MAYOR
AND BURGESSES OF SLOUGH
BOROUGH COUNCIL was hereunto
affixed in the presence of:



On behalf of
Monitoring Officer:

64P61

~~Head of Governance~~

The Owner

Signed as a deed by **MANOR FARM PROPCO LIMITED**, a company incorporated in Jersey, acting by:
Charlie Withers

) Signature in the name of the company
MANOR FARM PROPCO LIMITED
) Signature of:
Charlie Withers

and

Authorised signatory

Frankie Whitehead

Signature of:

who, in accordance with the laws of that territory are acting under the authority of the company

Authorised signatory