

S40(2)

From: S40(2) [redacted]@bvt.org.uk>
Sent: 27 May 2015 16:10
To: S40(2) [redacted]
Cc: S40(2) [redacted]
Subject: RE: JV Meeting - Agenda Items

S40(2) [redacted] | Not in Scope

Not in Scope

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Pipeworks access road

The access road is deliberately now within the JV agreement so that any decision is joint, although as it is still owned by the HCA, legal documentation is then not necessarily for all parties. If the HCA disengage as planned, then the road comes to BVT and the legal situation reverses.

Nothing much has changed as regards the circumstances since S40(2)'s last discussion with the JV. I appreciate at S4 and S40 won't know the background and history but we can fill in the gaps if required. Basically DWH can develop a large % of the old pipeworks site before access is needed through to the Horsehay by-pass. 75% from memory??? I am sure that they'd like greater certainty but they must be several years away from needing it.

I'd still recommend not allowing Breedon / David Wilson Homes (or whoever else may be involved) access through the Village for private cars (there is an existing right of way for pipeworks commercial traffic) until we are much further advanced.

Several residents have recently made their views known on this subject (at the forum on 12 May) and do not want someone else's traffic using our roads. In this instance I agree that we have to be a little selfish for a while longer. It

would be perfectly reasonable for the JV to maintain this stance. We also don't yet have any indication of house numbers and programmes from Jeremy and his clients.

Putting one key HCA point of view into the balanced picture, the HCA cannot I think be seen to be impeding development given their role as a government agency (which was a factor for including the roadway in the supplemental JV agreement).

S40(2)

Project Director

Direct Dial: S40(2) | Mobile: S40(2)

Email: S40(2)@bvt.org.uk | Website: www.bvt.org.uk



From: S40(2)@hca.gsi.gov.uk]

Sent: 27 May 2015 15:36

To: S40(2); S40(2); S40(2); S40(2)

Subject: JV Meeting - Agenda Items

All

For next week's JV meeting, I would like an agenda item to be the compound for the Horsehay land.

As we know, there have been a number of issues with Keepmoat with regards to the storage of materials at The Croppings which has resulted in significant health and safety concerns. Though we may try and plan effectively with Keepmoat to ensure that they are able to accommodate all of their compound needs on the Horsehay land, experience suggests that a problem may arise in any case. As a consequence, by not providing any other area on which to store their materials, I believe that we are delaying an issue that has significant risk implications for the project.

Given that HCA was in favour of releasing part of the Woodlands land to accommodate this need, but which has been voted against by BVT, I would ask that S40(2) could please consider what alternative options would be available to us to address this issue to be discussed. Subsequent to this, we need to work proactively with Keepmoat to address the issues raised.

I would also like to raise and discuss the issue of the access to Johnston Pipes please to confirm whether the Steering Group continues to hold the same view with regards to access as I feel it is worth revisiting in the light of S40(2)'s recent correspondence.

Regards

S40(2)

Area Manager – Midlands West

Tel: S40(2)

Mobile: S40(2)

Homes and Communities Agency

5 St Philips Place

Colmore Row

Birmingham



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Homes and Communities Agency; Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (reg.address for legal documents) 0300 1234 500 mail@homesandcommunities.co.uk VAT no: 941 6200 50

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S40(2)

From: S40(2) @bvt.org.uk>
Sent: 30 June 2017 15:42
To: S40(2)
Cc: S40(2)
Subject: Meeting next week
Attachments: 2017 07 Agenda.docx

I've put together an agenda based on a standard JV one for the meeting next week and also quickly done a few notes.

There are some things that I need to brief you on. I did notes rather than a formal report but can add any other details that are needed.

I'll try to speak with S40(2) before we meet, as there are issues for BVT here as well.

S40(2)

Project Director

Direct Dial: S40(2)

Mobile: S40(2)

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**HOMES AND COMMUNITIES AGENCY AND BOURNVILLE VILLAGE TRUST
LIGHTMOOR VILLAGE JOINT VENTURE STEERING GROUP**

Meeting to be held on Wednesday 5th July at 10 am.

AGENDA

1. Apologies S40(2), BVT
2. Minutes of the previous meeting Hold over until next meeting
3. The Croppings phase 2
 - Tender process
 - Technical, including ground investigations
 - Ecology
4. Keepmoat, The Paddocks
 - Programme slippage and build route changes
 - Legal work
5. David Wilson Homes and the pipework's access road
6. Keepmoat, the Croppings phase 1
 - Work on site summer and autumn 2017
 - Arisings at Stoney Hill
 - Legal and certification work for the JV
7. The Woodlands (including HCA title)
8. JV Finance and progress on works contracts
9. Consultancy appointments – Aecom, FPCR, Tibbalds, agents and solicitors.
10. Technical matters (highways, drainage, planning, IRS and landscape)
11. Health and safety
12. Any other business
13. Date of next meeting – Wednesday 6th September 2017
14. Meetings for 2017. Meetings might not be held monthly but the date and time is to be reserved.
 - Wednesday 2nd August S40(2) on holiday. Can we cancel?
 - Wednesday 6th September
 - Wednesday 4th October
 - Wednesday 1st November
 - Wednesday 6th December

Briefing notes

The Croppings Phase 2

I set out proposals for ecology work earlier to Joe in response to tenderers enquiries. In essence the JV needs to keep a handle on the licence and programme but fencing and other costs should be met from the development account, as well as trapping and related costs.

The additional ground investigations work is instructed. A programme is awaited.

Tenderers enquiries are being responded to. Three have made inquiries so far.

Keepmoat, The Paddocks

The Keepmoat programme has slipped. The build route has changed. A revised programme and other details are awaited.

Keepmoat has cancelled the meeting planned for Thursday 6th July.

The transfer for the next 7 BVT plots now needs doing

The programme for public realm has slipped

Legal work has to be completed for the electricity document.

We may need to apply to Natural England to vary the licence.

David Wilson Homes and the pipework's access road

I understand that David Wilson Homes may get reserved matters approval (possibly today or next week) for their application to build 268 homes in the central part of the old pipeworks site.

This implies that pipeworks use will cease. The rumour was that this would be summer this year, but we have no firm indication.

Once confirmed, the approval needs disclosing to **S4** (and thus possibly to tenderers for The Croppings phase 2). The DWH development proposals and build programme are not known but this is a competitor for the Village.

The outline approval was for up to 460 homes. I don't know the position with regard to the planning condition that required that no more than 75% of these taking access from the old road network – requiring that at least 25% had to come through Lightmoor Village.

The legal right to use the access road is for pipeworks traffic. The road transferred to BVT on 16th March 2016. We'll need to consider the position – extending the right or otherwise closing the road.

This matter has implications for the relationship with T&WC. Councillors wish to see the road open to through traffic. This may impact adoption of roads within the Village.

Keepmoat, The Croppings phase 1

Works are under way and will run possibly for the next 16 weeks.

The critical work item is the final surfacing of Lightmoor Way, with road closures and diversions.

This also affects the Crest Nicholson site.

The Woodlands

BVT has shelved the idea of using Woodlands Site A for Custom Build. The whole of The Woodlands might therefore now be marketed as one site.

The technical and design tender brief is part drafted. Aecom is producing the Figures that illustrate this brief.

This exercise is helping to draw out technical issues, in advance of the preparation of the tender for the site.

The ground investigations for phase 2 of The Croppings include for investigations for The Woodlands.

If the present tender for The Croppings is successful then the JV idea from 2016 is to get things to a state of readiness such that the JV may take a decision perhaps in the autumn of 2017 about marketing The Woodlands.

JV Finance and progress on works contracts

The works to get Lightmoor Roundabout on the one year maintenance and over to Highways have stalled. There will be some costs for the JV – further work with T&WC and landscape maintenance for an additional year.

Works to lay out Stoney Hill Park have been delayed but should be under way in July. Hopefully this informal park will be completed and handed to BVT this autumn.

Works to lay out Stocking Park have been delayed. This is the last remaining major item of JV infrastructure.

The minor works contract for sewers and roads has made progress on site but there have been additional works. STW inspected and required more work, for example. The work should be invoiced soon.

There will be further works for surface water sewers, SUDS and highways in the responsibility of the Joint Venture. Basically we have to do pretty much what T&WC and STW reasonably require in order to get roads and sewers adopted.

The JV asked Crest Nicholson to do construction works to various highways. These have been done. The final invoice should be received in July.

The last JV contract to install IRS should wrap up this summer, with the last payment being the release of the remaining retention under the contract.

The completion works for the southern section of Lightmoor Way through the development site of the second phase of The Croppings remain a JV responsibility (using funds held by BVT) but the work is now programmed for the end of the period of development of this phase. This is subject to discussion and agreement with the development partner (the ACDC).

S40(2)

From: S40(2) @bvt.org.uk>
Sent: 18 July 2019 15:23
To: S40(2)
Subject: The Bache
Attachments: Funding Agreement 31.03.16 (Bournville).pdf

S40(2)

Project Director
Bournville Village Trust

Telephone: S40(2) Mobile: S40(2)
S40(2) @bvt.org.uk | www.bvt.org.uk | Facebook | Twitter | YouTube



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DATED 31st March 2016

- (1) HOMES AND COMMUNITIES AGENCY
(2) THE TRUSTEES OF THE BOURNVILLE VILLAGE TRUST

FUNDING AGREEMENT
in respect of Lightmoor Surplus Land,
Lightmoor Village, Telford

HCA OWNED SITES



Pinsent Masons

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THIS AGREEMENT is made on the 31st day of March

2016

BETWEEN:-

(1) **HOMES AND COMMUNITIES AGENCY** having its principal place of business at Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (the "**Agency**");

(2) S40(2) [REDACTED] and S40(2) [REDACTED] also known as **THE TRUSTEES OF THE BOURNVILLE VILLAGE TRUST** whose public address is at 350 Bournville Lane, Birmingham, B30 1QY (registered charity number 219260) (the "**Trust**");

together the "**Parties**".

BACKGROUND:-


- (A) The Agency has the powers to make funding available under the Act.
- (B) The Trust is a charitable trust and its charitable objectives entitle it to carry out the management and maintenance of the Site which it has agreed under this Agreement to do so as to enable the Site to be used in accordance with the Funding Appendix.
- (C) The Agency has obtained the consent of the Secretary of State for Communities and Local Government and has agreed to make funding available on the following terms and conditions and the Trust accepts the funding on the following terms and conditions.

IT IS AGREED as follows:-

1. DEFINITIONS

1.1 In this Agreement (including in the Background) the following words and expressions have the following meanings:-

- "Act" means The Housing and Regeneration Act 2008
- "Confidential Information" means all confidential designs, drawings, data, specifications, manufacturing processes, testing procedures and all other technical, business and similar information relating to the Agency's business and affairs, its customers, employees and suppliers or otherwise relating to the Site including all reasonable data, logic, logic designs, flowcharts, source or object codes, listings, test data, test routines, diagnostic programs, software programs or other material
- "EIRs" means the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them
- "EU Procurement Requirements" means all applicable United Kingdom and European procurement legislation and any implementing measures and any other legislation in connection with the procurement of works, supplies or services including European Union directives 2004/18/EC, 89/665/EEC and 2004/17/EC, United Kingdom Statutory Instruments 1991/268, 1995/201, 1993/3228 and 2006/6 insofar as the same are applicable
- "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time issued by the Information Commissioners in relation to such legislation
- "Funding" means the sum of S43(2) [REDACTED] but excludes any interest or

	income earned or created by the investment of such sum
"Funding Appendix"	means the funding calculation and other information including the breakdown of costs relating to the Site attached to this Agreement at Appendix 1
"Red Land"	means the land shown edged red on the plan at Appendix 3
"Information"	means: <ul style="list-style-type: none"> (a) in relation to FOIA has the meaning given under section 84 of the FOIA; and (b) in relation to EIR has the meaning given under the definition of "environmental information" in section 2 of the EIR
"Material Adverse Effect"	means any event or circumstances which could:- <ul style="list-style-type: none"> (a) have a material adverse effect on the ability of the Trust to perform and comply with its obligations under this Agreement; or (b) have a material adverse effect on the assets or financial condition of the Trust;
"Plans"	means the plans attached at Appendix 2 labelled:- <ul style="list-style-type: none"> • GML 17310_ED_Part1 • GML 17310_ED_Part2 • GML 17310_ED_Part3 • GML 17310_ED_Part4 • GML 17310_ED_Part5 • GML17310_Endowment_Rev 
"Previous Funding Agreement"	means any funding agreement relating exclusively to the Site and any part of it entered into by the parties prior to the date of this Agreement and includes any documents supplemental or ancillary to it
"Prohibited Act"	means any one or more of the following:- <ul style="list-style-type: none"> (a) offering, giving, agreeing to give or attempting to give to the Agency (or any employee, agent or other representative of the Agency) any gift or consideration of any kind as an inducement or reward:- <ul style="list-style-type: none"> (i) for himself or the Agency (as applicable) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of a this Agreement; and/or (ii) for himself or the Agency (as applicable) showing or not showing favour or disfavour to any person

in relation to this Agreement;

- (b) entering into this Agreement in connection with which commission (or equivalent) has been paid or has been agreed to be paid by the Trust or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission (or equivalent) including but not limited to the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Agency and the Agency has approved the same in writing; and/or
- (c) committing any offence:-
 - (i) under Statutory Requirements creating offences in respect of fraudulent acts including but not limited to the Prevention of Corruption Acts 1889-1916;
 - (ii) at common law in respect of fraudulent acts in relation to this Agreement; and/or
 - (iii) defrauding or attempting to defraud or conspiring to defraud the Agency

"Project Documents"

means this Agreement and the Funding Appendix

"Regulatory Body"

means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, any body established under Section 81 of the Act, the Department for Communities and Local Government, the National Audit Office, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Agency

"Site"

means land at Lightmoor Village registered at the Land Registry under title numbers SL144747, SL164762, SL174106 and SL178015 edged red on the Plans

"Statutory Requirements"

means all or any of the following:-

- (a) Acts of Parliament and any statutory instruments rules orders regulations notices directions bye laws and permissions for the time being made under or deriving validity from an Act of Parliament
- (b) European directives or regulations and rules having the force of law in the United Kingdom and
- (c) regulations orders bye laws or codes of practice of any local or statutory authority having jurisdiction over any works carried out to the Site

"Transfer"

means the transfer of the Site from the Agency to the Trust which takes place simultaneously with completion of this Agreement

"Works"

means the works to manage the Site in the manner envisaged in

SL41574

the Funding Appendix

- 1.2 In this Agreement, save where the context requires otherwise, the following words, terms and expressions have the meanings given to them below:-
- 1.2.1 any reference to this "**Agreement**" includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;
 - 1.2.2 any reference to the "**Agency**" and/or the "**Trust**" includes reference to any successors and reference to the Agency shall include its statutory successors and such other government office which shall replace the Agency.
 - 1.2.3 words importing any gender include any other gender;
 - 1.2.4 words in the singular include the plural and words in the plural include the singular;
 - 1.2.5 the term "**person**" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;
 - 1.2.6 the words "including" and "in particular" will be construed so as not to limit the generality of any words or expressions in connection with which they are used;
 - 1.2.7 headings and the contents table are inserted for convenience only and will have no legal effect;
 - 1.2.8 references in this Agreement to any Clause without further designation will be construed as a reference to the Clause of this Agreement;
 - 1.2.9 references to any statute or statutory provision in this Agreement will be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye-laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it;
 - 1.2.10 where consent or approval of any Party is required for any purpose under or in connection with this Agreement it will be given in writing and within a reasonable time following receipt of a written request for such consent or approval;

2. THE AGENCY'S REPRESENTATIONS AND WARRANTIES

- 2.1 All consents, required by the Agency in connection with the execution, delivery, issue, validity or enforceability of this Agreement have been obtained (save for those which are required to be obtained by the Trust which the Trust shall be responsible for obtaining) and have not been withdrawn and this Agreement and the obligations expressed as being assumed by the Agency under this Agreement constitutes valid legal and binding obligations of the Agency enforceable against the Agency.
- 2.2 The Trust acknowledges that it is entering into this Agreement without placing reliance on representations made by the Agency or its agents or advisers, but this shall not apply to any representation or statement made or confirmed in written confirmations from the Agency's solicitors to the Trust's solicitors and the Agency has, acting in good faith, used reasonable endeavours to disclose all that it is aware of and believes, acting reasonably, to be material.

3. THE TRUST'S REPRESENTATIONS AND WARRANTIES

- 3.1 The Trust represents and warrants to the Agency that:-
- 3.1.1 The Trust is duly constituted by a deed of foundation dated 14 December 1900 (as varied) and schemes dated 15 August 1947 and 30 November 1965 and a registered

charity and has the power to own its assets and hold money and to carry on the Works envisaged under this Agreement.

- 3.1.2 The Trust has the power to enter into and to exercise its rights and perform its obligations under the Project Documents, and the execution on behalf of the Trust of this Agreement has been validly authorised and this Agreement and the objections expressed as being assumed by the Trust under this Agreement constitutes valid legal and binding obligations of the Trust enforceable against the Trust.
- 3.1.3 All consents, required by the Trust in connection with the execution, delivery, issue, validity or enforceability of this Agreement have been obtained (save for those which are required to be obtained by the Agency which the Agency shall be responsible for obtaining) and have not been withdrawn.
- 3.1.4 Neither the execution of by the Trust nor the performance or observation of any of its obligations thereunder will:-
 - (a) conflict with or result in any breach of any Statutory Requirement or any deed, agreement or other instrument, obligation or duty (including any order or decree of any court or arbitrator) to which the Trust is bound; or
 - (b) cause any limitation on any of the powers whatsoever of the Trust or on the right or ability of the officers of the Trust to exercise such powers to be exceeded or otherwise contravene or conflict with its pertaining Memorandum and Articles of Association.
- 3.1.5 The Trust has not knowingly committed any Prohibited Act.
- 3.1.6 The Trust is not knowingly subject to any other obligation (whether resulting from a breach by it of any other agreement or otherwise) compliance with which will or is likely to affect adversely its ability to perform its obligations under this Agreement.
- 3.1.7 The Trust is not knowingly in default under any law or enactment or under any deed, agreement or other instrument or obligation to an extent that may affect adversely its ability to perform its obligations under this Agreement.
- 3.1.8 No litigation or administrative or arbitration proceeding before any court, tribunal, Government authority or arbitrator is presently taking place, pending or (to the knowledge, information and belief of the Trust) threatened against, or against any of the assets of, the Trust which might have a Material Adverse Effect.
- 3.1.9 The Trust is not aware, after due enquiry, of anything which materially threatens the success of the Project or the completion of this Agreement.

3.2 **Operational issues**

- 3.2.1 The Trust shall (if such EU Procurement Requirements are applicable to it) procure that it complies with all applicable EU Procurement Requirements in connection with the procurement of any works, goods and/or or any services in which utilise any of the Funding provided by the Agency pursuant to this Agreement.
- 3.2.2 No other event or circumstance is continuing which would or could reasonably be expected to constitute a default by the Trust under any other document or arrangement which is binding on it or on any of its assets in any case to an extent or in a manner which has or could reasonably be expected to have a Material Adverse Effect.

3.3 **Information**

- 3.3.1 All information and documents submitted by the Trust to the Agency (to enable the Agency to calculate the Funding) are true and accurate to the best of the Trust's knowledge and (other than those it has notified the Agency of in writing and the Agency

has approved, such approval not to be unreasonably withheld or delayed) no change has occurred since the date on which such information was supplied which renders the same untrue or misleading in any material respect and that there has been no material adverse change in the assets, operations or prospects of the Trust since such information and documents were provided.

3.3.2 The Trust has disclosed to the Agency such information which the Agency shall reasonably require to award the Funding to the Trust.

3.3.3 The Trust will provide to the Agency any information which the Agency or any Regulatory Body may reasonably request in writing in order to satisfy itself that it has complied with the provisions of this Clause 3.

4. **PAYMENT OF FUNDING**

4.1 The Parties have as at the date of this Agreement, agreed the Funding Appendix which has determined the amount of Funding to be paid by the Agency to the Trust for managing and maintaining the Site.

4.2 In consideration of the Trust's obligations relating to the Site as set out in this Agreement the Agency has paid the Funding to the Trust (receipt of which is acknowledged).

4.3 The Funding has been granted to the Trust to enable:-

4.3.1 the Trust to use the same as set out in the Funding Appendix or uses consistent with the Funding Appendix;

4.3.2 the Trust to comply with its obligations under this Agreement; and

4.3.3 the Trust to meet its charitable objectives to use for uses which are consistent with its charitable objectives.

5. **THE TRUST'S DELIVERY OBLIGATIONS**

5.1 **Works Commencement and Completion**

The Trust will for a period of 30 years from the date of this Agreement, use reasonable endeavours to procure that the Works are carried out in a good and workmanlike manner and in accordance with the principles set out in the Funding Appendix.

5.2 **Outputs, Outcomes and Use**

The Trust will act in good faith to achieve the objectives set out in this Agreement and will provide reasonable evidence of this to the Agency if reasonably required by the Agency.

6. **MARKETING MATERIAL**

The Trust shall for a period of 10 years from the date of this Agreement ensure that any sign at the main entrance(s) to the Site and any significant marketing relating to large regional events undertaken by the Trust relating to the Site (but not any generic marketing material such as flyers and local advertisements and events relating to the Trust or its activities) includes an acknowledgement of the Agency's role in providing financial assistance (the Trust will have satisfied its obligation if the signs(s) and marketing material contains the Agency's logo).

7. **REPUTATION OF THE PARTIES**

7.1 Neither Party will not knowingly do or omit to anything in relation to this Agreement or in the course of their other activities that may bring the standing of the other Party into disrepute or attract adverse publicity for the other Party.

7.2 Neither Party will knowingly publish any statement, orally or in writing, relating to the other Party which might damage that other Party's reputation or that of any of its officers or employees.

8. CONFIDENTIALITY AND FREEDOM OF INFORMATION

8.1 Confidentiality

8.1.1 Each Party recognises that under this Agreement it may receive Confidential Information belonging to the other.

8.1.2 Each Party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information to any third party without the prior written consent of the other Party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

8.1.3 The obligations of confidence referred to in Clause 8.1.2 will not apply to any Confidential Information which:-

- (a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or
- (b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
- (c) is lawfully in the possession of the other Party before the date of this Agreement and in respect of which that Party is not under an existing obligation of confidentiality; or
- (d) is independently developed without access to the Confidential Information of the other Party.

8.1.4 Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so:

- (a) to enable the disclosing party to perform its obligations under this Agreement; or
- (b) by any applicable Statutory Requirement or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIRs or the Code of Practice on Access to Government Information and the Trust acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the Agency may nevertheless be obliged to disclose such information; or
- (c) by any Regulatory Body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
- (d) in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.

8.1.5 Each Party will ensure that all Confidential Information obtained from the other Party under or in connection with this Agreement:-

- (a) is given only to such of its employees, professional advisors, sub-contractors or consultants engaged in connection with this Agreement as is strictly necessary for the performance obligations in this Agreement and only to the extent necessary for the performance of this Agreement;

- (b) is treated as confidential and not disclosed (without the other Party's prior written approval) or used by any such staff or professional advisors, sub-contractors or consultants otherwise than for the purposes of this Agreement;
- (c) where it is considered necessary in the opinion of the Agency the Council shall ensure that such staff, professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.

8.1.6 Nothing in this Clause 8.1 shall prevent either Party:-

- (a) disclosing any Confidential Information for the purpose of:-
 - (i) the examination and certification of either Party's accounts; or
 - (ii) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which either Party has used its resources; or
- (b) disclosing any Confidential Information:-
 - (i) to any other department, office or agency of the Crown; or
 - (ii) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (iii) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement;
 - (iv) to any person engaged in providing any services to either Party for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review;

Provided that in disclosing information under Clauses 8.1.6(b)(i) to (iv) the Agency discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

8.1.7 Nothing in this Clause 8 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.

8.2 Freedom of Information

8.2.1 The Trust acknowledges that the Agency is subject to legal duties which may require the release of information under FOIA and/or EIR and the Agency may be under an obligation to provide Information subject to a Request for Information.

8.2.2 The Agency shall be responsible for determining in its absolute discretion whether:-

- (a) any Information is Exempted Information or remains Exempted Information; and/or
- (b) any Information is to be disclosed in response to RFI;

and in no event shall the Trust respond directly to a RFI to which the Agency is required to respond to except to confirm the receipt of the RFI and that the RFI has been passed to the Relevant FOIA Authority.

- 8.2.3 Subject to Clause 8.2.4 below, the Trust acknowledges that the Agency may be obliged under FOIA or EIR to disclose information:-
- (a) without consulting the other; or
 - (b) following consultation with the Trust and having taken (or not taken, as the case may be) its views into account.
- 8.2.4 Without in any way limited Clauses 8.2.1 and 8.2.3, in the event that the Agency receives a RFI, the Agency will, where appropriate, as soon as reasonably practicable notify the Trust Party.
- 8.2.5 The Trust will assist and co-operate with the Agency as requested by the Agency to enable the Agency to comply with its obligations to disclose Information under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will), at their own cost:-
- (a) transfer any RFI received by the Trust to the Agency as soon as practicable after receipt and in any event within two Working Days of receiving a request for Information;
 - (b) provide all such assistance as may be required from time to time by the Agency to enable the Agency to comply with its obligations to disclose Information.
- 8.2.6 Nothing in this Agreement will prevent the Agency from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

9. FURTHER ASSURANCE

- 9.1 The parties intend that by virtue of the Transfer the Trust will have all reasonable means of access and entry to the Site for the purposes envisaged under this Agreement. To the extent that insufficient rights are contained in the Transfer the Agency will, after the date of this Agreement, use reasonable endeavours and at its reasonable cost (and to the extent it is able to) enter into any documents reasonably required by the Trust to give effect to the intention set out in this Clause including any deed giving rights over intervening land owned by the Agency.
- 9.2 The Agency agrees that it will, at its own cost, provide all reasonable assistance to the Trust to enable the Trust to reply to any requisitions raised by the Land Registry as a result of the Trusts application to register the Transfer.
- 9.3 The Trust will provide all access, reasonably required by the Agency and any third party authorised by it to enable the Agency to carry out any works it is obliged to do following the date of the Transfer subject to such conditions as the Trust shall reasonably require and the Trust will enter into such documents reasonably required by the Agency to allow such access if not adequately dealt with in the Transfer.

10. GOOD FAITH

Both Parties will at all times act with the utmost good faith when dealing with the other Party and in particular in relation to the matters referred to in Clause 9.

11. INDEMNITY

The Trust will as a result of the Transfer be liable for and will indemnify the Agency in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person at the Site resulting from the neglect or default of the Trust and/or the performance or non-performance or delay in performance by the Trust of any of its obligations under this Agreement except to the extent that the same is due to any act or neglect of the Agency.

12. **STATUS OF THE TRUST**

- 12.1 In carrying out its obligations under this Agreement the Trust agrees that it will be acting for its own account as principal and not as the agent or partner of Agency.
- 12.2 The Trust will not say or do anything which may pledge the credit of or otherwise bind the Agency or that may lead any other person to believe that the Trust is acting as or on behalf of the Agency.

13. **ASSIGNMENT AND SUB-CONTRACTING**

- 13.1 The Agency may novate the benefit and burden of its rights and obligations under this Agreement to a statutory successor body or where a Statutory Requirement dictates this and in such circumstances the Agency will give the Trust notice of the anticipated statutory novation (as applicable) as soon as possible after the Agency has become aware of it and will also notify the Trust within 5 Working Days of the completion of the statutory novation.
- 13.2 The Funding may not be used by any other party than the Trust (save for an organisation contracted to do so to enable the Trust to comply with its obligations under this Agreement) without the prior written consent of the Agency (such consent not to be unreasonably withheld or delayed).
- 13.3 The Trust may contract with third parties to comply with its obligations under this Agreement.
- 13.4 No Party will, without the prior written consent of the other Party, novate, assign or charge this Agreement or any part of it.

14. **VALUE ADDED TAX**

- 14.1 The Parties understand and agree that the Funding under this Agreement is not consideration for any supply for Value Added Tax ("VAT") purposes whether by the Trust or otherwise.
- 14.2 If, notwithstanding the agreement and understanding of the Parties as set out in Clause 14.1 above, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.

15. **NO FETTERING OF DISCRETION/STATUTORY POWERS**

Nothing contained in or carried out pursuant to this Agreement and no consents given by the Agency or the Trust will unlawfully prejudice the Agency's or the Trust's (as appropriate) rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

16. **NOTICES**

- 16.1 Any written notice required to be served under this Agreement will be served:-
- 16.1.1 on the Agency by personal delivery or by sending it by recorded postal delivery to Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH and marked for the attention of the Head of Legal Services or to such other address as notified in writing by the Agency to the Trust;
- 16.1.2 on the Trust by personal delivery or by sending it by recorded postal delivery to the address specified in this Agreement or such other addresses as notified in writing by the Trust to the Agency.
- 16.2 Any written notice sent by post will be deemed served and received on the second business day following the day of posting and where delivered personally will be deemed to have been served when delivered.

17. **RIGHTS OF THIRD PARTIES**

Nothing in this Agreement will confer any rights or obligations on any person who has not executed this Agreement nor will the consent of any person who has not so executed this Agreement be needed to make any modification, amendment, variation or release of its terms. The Parties agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that they do not intend any person other than a Party to be able to enforce any term of this Agreement.

18. **ENTIRE AGREEMENT**

This Agreement and the documents referred to in it constitute the entire agreement between the Parties and supersede and replace any previous agreement, understanding, representation or arrangement of any nature between the Parties relating to the subject matter of this Agreement and the Site including without limitation any Previous Funding Agreement which shall be treated as surrendered and each party hereby releases the other from its obligations under such Previous Funding Agreement.

19. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument.

20. **SEVERANCE**

If at any time any of the provisions of this Agreement become illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement will be in any way affected or impaired as a result.

21. **NO WAIVER**

No failure or delay on the part of the Agency in exercising any right or power (or part of any right or power) and no course of dealing between the Parties will operate as a waiver of any right or power of the Agency. The rights and remedies of the Agency are cumulative and not exclusive of any rights or remedies which the Agency would otherwise have.

22. **DISCLAIMER**

Each Party will not be liable to the other Party for any advice given by a representative of the other Party.

23. **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of England.

24. **MISCELLANEOUS**

24.1 This Agreement confers no permission, consent or approval other than for the purposes of the Act.

24.2 Any approval by the Agency or any person on behalf of the Agency pursuant to this Agreement of any matter submitted by the Trust for approval will not be deemed to be an acceptance by the Agency of the correctness or suitability of the contents of the subject of the approval or consent.

24.3 The Agency will act reasonably and promptly in deciding whether to give any consent, agreement determination or approval or express its satisfaction and whether to give any such consent agreement determination or approval or express its satisfaction subject to restrictions, terms or conditions unless in each case to do so would fetter its statutory powers, rights or obligations.

24.4 The Parties will and will ensure that their respective officers and employees will act at all times in a way which is compatible with the Convention Rights within the meaning of the Human Rights Act 1998.

24.5 Except expressly stated otherwise the terms of this Agreement may only be amended by a Deed duly executed by the Parties.

25. **HORSEHAY ROAD**

In relation to the access road known as Horsehay Road the Trust covenants not to grant an easement or right of way over it nor to otherwise dispose of all or any part of it by way of freehold transfer or the grant of a lease in favour of either the Red Land or the registered proprietor, purchaser, occupier or developer of the Red Land without obtaining the prior written consent of the Agency to:-

25.1 such transaction;

25.2 the consideration received or receivable by the Trust in respect of the same; and

25.3 the use of such consideration, which for the avoidance of doubt shall need to be for a purpose in connection with the development of Lightmoor Village or management of infrastructure in Lightmoor Village

and the Trust agrees to comply with the terms of such consent.

IN WITNESS of which this document has been executed and on the date set out above, delivered as a Deed.

THE COMMON SEAL of
HOMES AND COMMUNITIES
AGENCY was hereunto affixed
in the presence of:-

)
)
)
)

.....

Authorised Signatory

SIGNED AS A DEED on behalf of the
BOURNVILLE VILLAGE TRUST by
one of their number, under an authority
conferred pursuant to section 333 of the
Charities Act 2011

)
)
)
)

S40(2)
[Redacted]
Authorised Signatory

S40(2)
[Redacted]

in the presence of:-

S40(2)
[Redacted]

SIGNATURE OF WITNESS

S40(2)
[Redacted]

NAME

S40(2)
[Redacted]

S40(2)
[Redacted]

S40(2)
[Redacted]

ADDRESS

S40(2)
[Redacted]

OCCUPATION OF WITNESS

SIGNED AS A DEED on behalf of the
BOURNVILLE VILLAGE TRUST by
one of their number, under an authority
conferred pursuant to section 333 of the
Charities Act 2011

)
)
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S40(2)
[Redacted]

Authorised Signatory

S40(2)
[Redacted]

in the presence of:-

S40(2)
[Redacted]

SIGNATURE OF WITNESS

S40(2)
[Redacted]

NAME

S40(2)
[Redacted]

S40(2)
[Redacted]

S40(2)
[Redacted]

ADDRESS

S40(2)
[Redacted]

OCCUPATION OF WITNESS

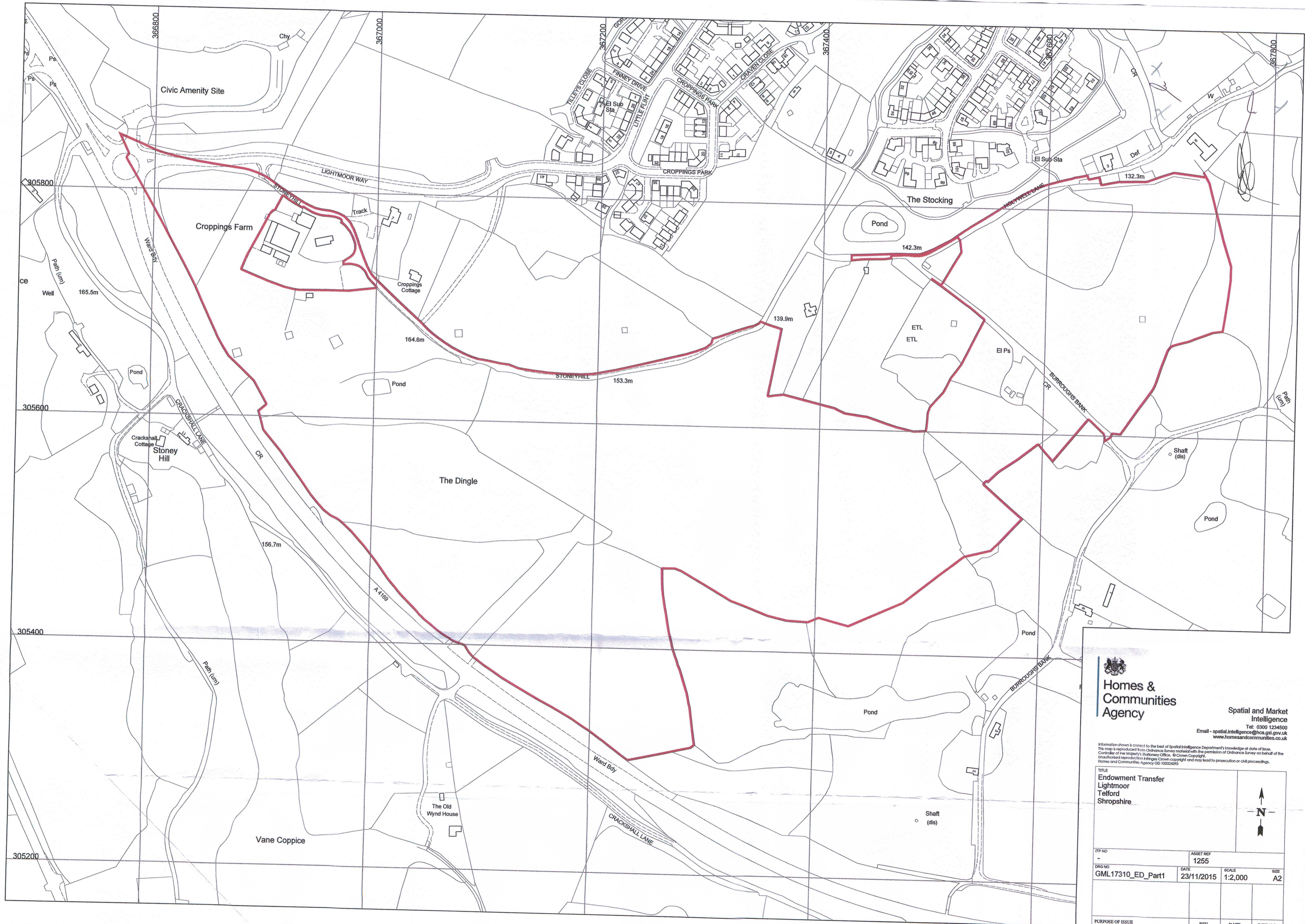
APPENDIX 1
FUNDING APPENDIX

Lightmoor Endowment Package

<i>Expense</i>	<i>Figure</i>
Works to Squatter's Cottage to bring up to standard for a suitable long term use to be determined following transfer.	S43(2)
Annual management and maintenance costs of SUDs system	S43(2)
Costs associated with trench and blanket replacement and pond dredging of SUDs system.	S43(2)
Landscape management, road maintenance, street light maintenance, tree works, agents fees for lettings and other matters pertaining to the general management and maintenance of the transfer areas.	S43(2)
Total	S43(2)

APPENDIX 2

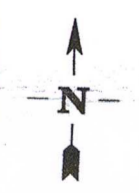
THE PLANS




Homes & Communities Agency
 Spatial and Market Intelligence
 Tel: 0300 1234500
 Email - spatialintelligence@hca.gov.uk
www.homesandcommunities.co.uk

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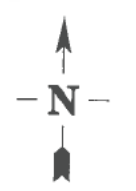
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ITP NO	ASSET REF		
-	1255		
DRG NO	DATE	SCALE	SIZE
GML17310_ED_Part1	23/11/2015	1:2,000	A2
PURPOSE OF ISSUE	REV.	DATE	INITIALS





TITLE
 Endowment Transfer Plan
 Lightmoor
 Telford
 Shropshire

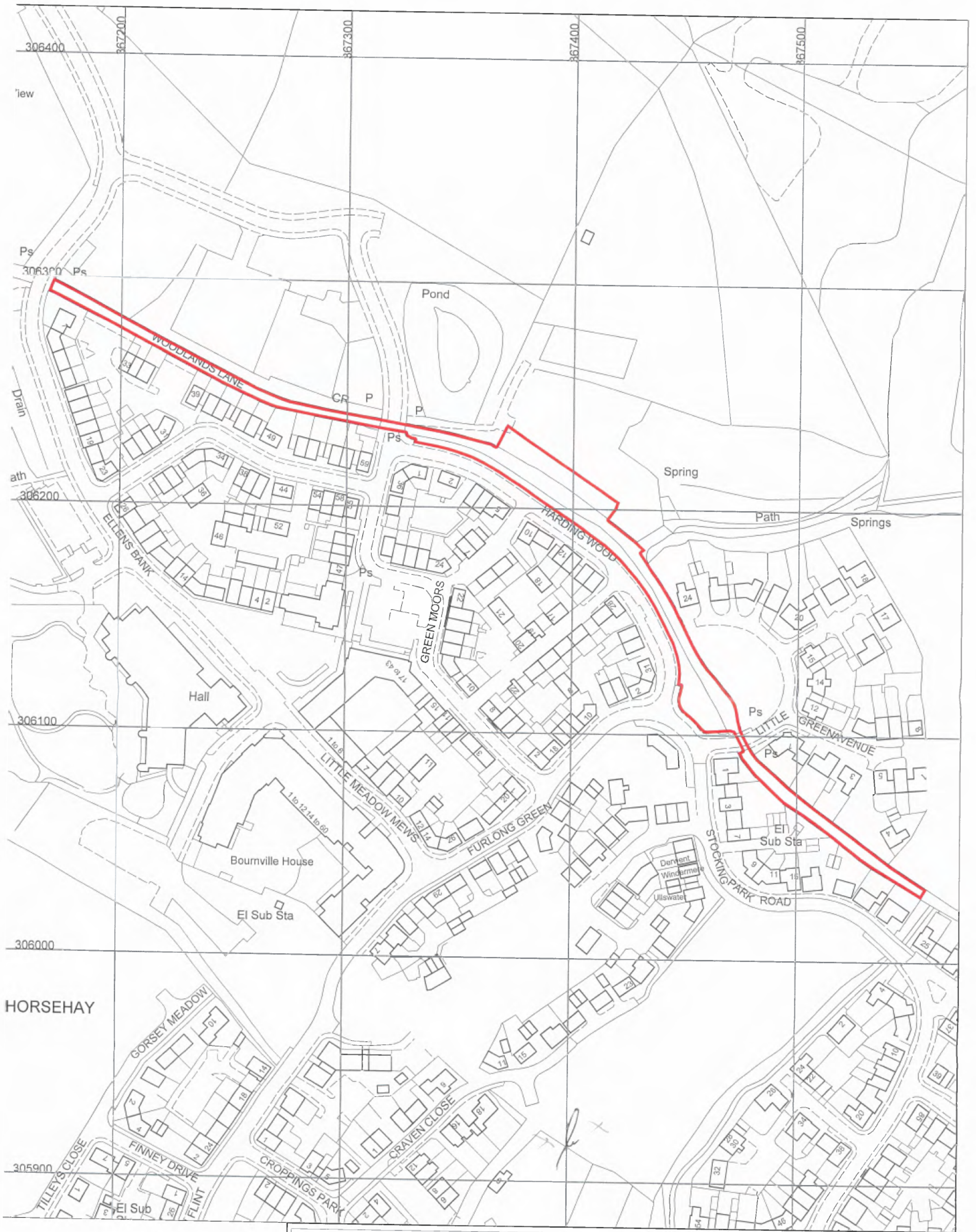
ITP NO. MIDL/MIDW/237	ASSET REF 1255
DRG NO. GML17310_ED_Part2	DATE 22/01/2016
SCALE 1:1,250	SIZE A3




Homes & Communities Agency

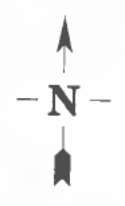
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 Spatial and Market Intelligence
 Tel: 0300 1234500
 Email - spatialintelligence@hca.gsi.gov.uk
 www.homesandcommunities.co.uk

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HORSEHAY

TITLE Endowment Transfer Plan Lightmoor Telford Shropshire			
ITP NO. MIDL/MIDW/237	ASSET REF 1255	DATE 01/02/2016	SCALE 1:1,500
DRG NO. GML17310_ED_Part3			SIZE A3

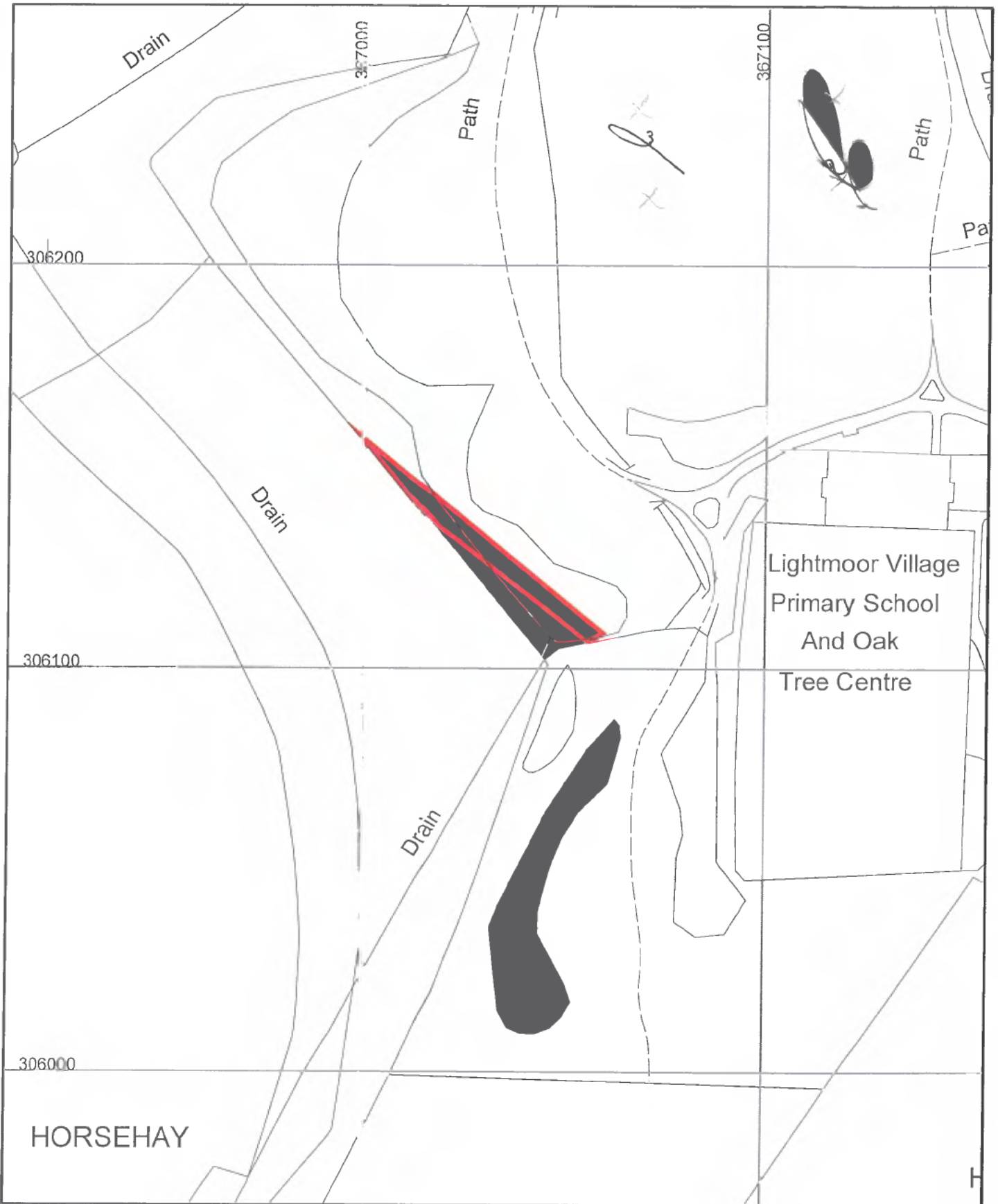



Homes &
Communities
Agency



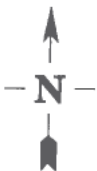
Spatial and Market
Intelligence
Tel: 0300 1234500
Email - spatial.intelligence@hca.gov.uk
www.homesandcommunities.co.uk

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TITLE
 Endowment Transfer Plan
 Lightmoor
 Telford
 Shropshire

ITP NO. MIDL/MIDW/237	ASSET REF 1255
DRG NO. GML17310_ED_Part4	DATE 22/01/2016
	SCALE 1:1,250
	SIZE A4



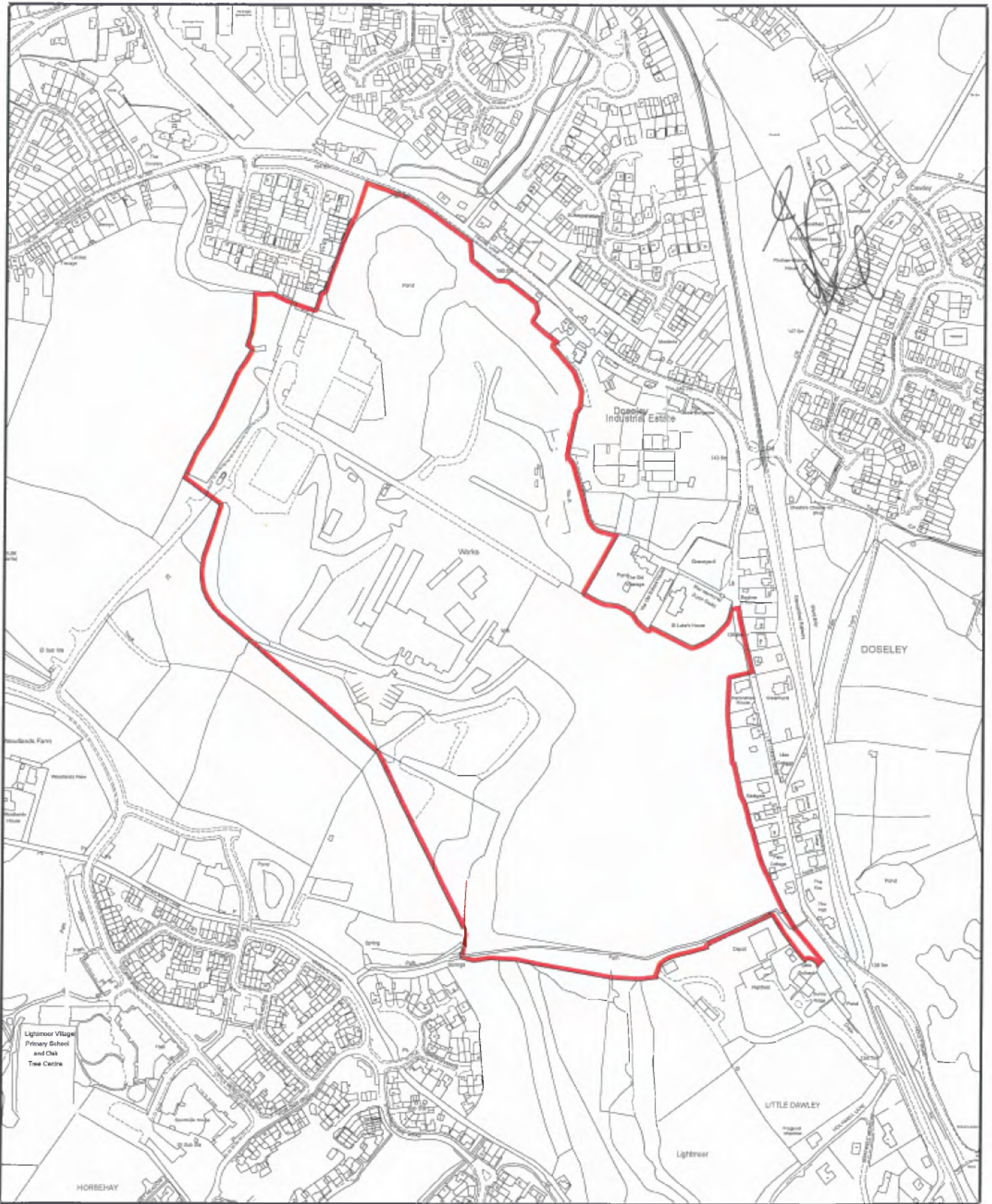

**Homes &
 Communities
 Agency**

Spatial and Market
 Intelligence

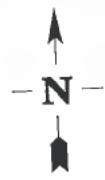
Tel: 0300 1234500
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APPENDIX 3
THE RED LAND



TITLE
**Easement Land
 to the North of
 Lightmoor Village
 Telford**

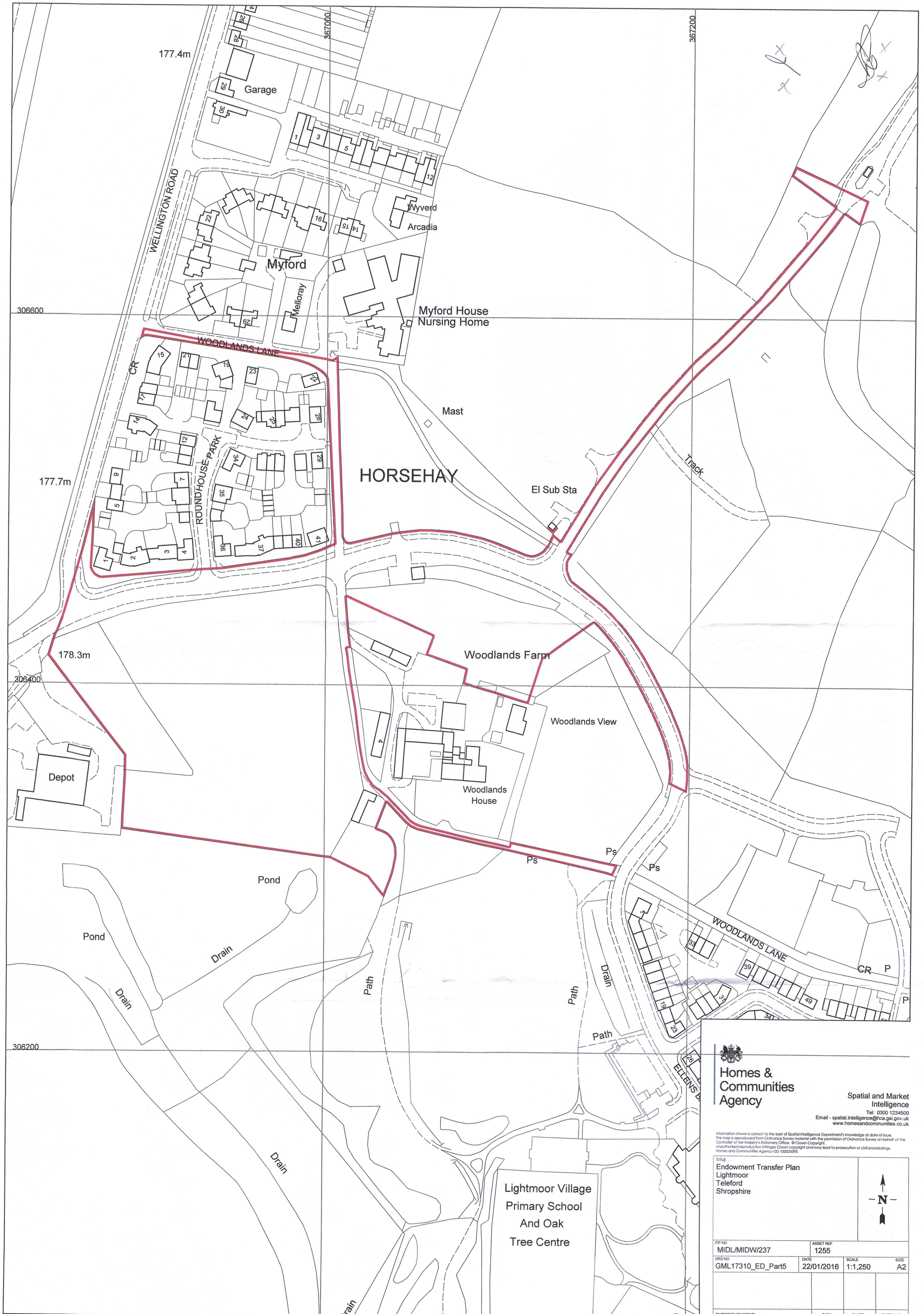



**Homes &
 Communities
 Agency**

**Spatial and Market
 Intelligence**
 Tel: 0300 1234500
 Email - spatial.intelligence@hca.gsi.gov.uk
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ITP NO. -	ASSET REF -
DRG NO. KJR21944	DATE 15-03-2016
	SCALE 1:5000
SIZE A4	

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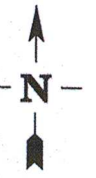



Homes & Communities Agency

Spatial and Market Intelligence
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 Email - spatial.intelligence@hca.gov.uk
www.homesandcommunities.co.uk

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TITLE
 Endowment Transfer Plan
 Lightmoor
 Telford
 Shropshire



ITP NO MIDL/MIDW/237	ASSET REF 1255	DATE 22/01/2016	SCALE 1:1,250	SIZE A2
DRG NO GML17310_ED_Part5				

PURPOSE OF ISSUE	REV.	DATE	INITIALS

S40(2)

From: S40(2) @bvt.org.uk>
Sent: 18 July 2019 15:27
To: S40(2)
Subject: The Bache
Attachments: Report to HE Sept.2018.doc

S40(2)

Project Director
Bournville Village Trust

Telephone: S40(2) Mobile: S40(2)
S40(2) [@bvt.org.uk](mailto:S40(2)@bvt.org.uk) | www.bvt.org.uk | [Facebook](#) | [Twitter](#) | [YouTube](#)



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Any contractual representations contained herein on behalf of this company must not be taken as final, and are entirely subject to contracts signed formally by an authorised representative of this company.

Bournville Village Trust is a Charitable Trust and Housing Association, registered with the Charity Commission and The Homes and Communities Agency. Registered Charity No. 219260, Registered Housing Association No. L0702, VAT No. 109 5919 50. Registered Address is 350 Bournville Lane, Bournville. Birmingham WM B30 1QY.

REPORT TO HOMES ENGLAND

FUNDING AGREEMENT 31st MARCH 2016

INTRODUCTION

This report sets out information on a proposed grant of a right of way to David Wilson Homes

APPROVAL SOUGHT

Please can Homes England approve the grant of a right of way to David Wilson Homes, as required by clause 25 of the Funding Agreement dated 31st March 2016?

This approval for the work with David Wilson Homes also requires approval to vary the lease with Keepmoat dated 31st March 2016.

INFORMATION

Extensive areas of non-development land at Lightmoor Village transferred from the HCA to BVT on 31st March 2016, including the carriageway of The Bache. The extent of the land then transferred at this location is shown on the drawing in Appendix A to this report (an extract from HCA drawing reference GML 17310 ED Part 5).

The transfer was accompanied by a dowry. This was documented in the Funding Agreement dated 31st March 2016. Clause 25 refers to the "Horsehay Road" – now named The Bache. BVT is not to grant a right of way without the prior written consent of Homes England to the transaction and to the consideration.

The approval of Homes England is also required for the use of any consideration received from this proposed grant. Any money received must be used in connection with the development of the Village or the management of infrastructure within the Village. This will be the subject of a further report once the proposed application of funds is known.

Other matters are under discussion between BVT and David Wilson Homes, but these are not the subject of conditions in the Funding Agreement, so not reported here for approval (but are of relevance to the consideration provisionally agreed).

DAVID WILSON HOMES

David Wilson Homes is developing the former pipework's site to the north of Lightmoor Village. The full extent of this site is shown on the drawing in Appendix B to this report, an extract from HCA drawing KJR 21944.

The original access to the pipeworks runs to the north, to St. Lukes Road and Frame Lane. The developer wishes to agree a right of way along The Bache – initially for construction traffic and then for residential use. This suggestion is supported by T&WC.

Provisional agreement has been reached with David Wilson Homes to grant a right of way and other matters.

The developer is to be granted a right of way to use Lightmoor Way and The Bache pending adoption by T&WC. The extent of the grant is shown on the drawing in Appendix C of this

report – the lengths of road shown coloured green, purple and pink.

This grant is conditional on David Wilson Homes undertaking a traffic assessment to confirm that the roads have adequate capacity for all traffic. The developer will be responsible for the costs of any further works that may be required by T&WC to improve junctions.

Technical details of highways design for completion of The Bache have yet to be agreed with Keepmoat and David Wilson Homes, and approved by T&WC as the highway authority.

The consideration is to be S43(2). This has been negotiated for the Trust by an independent, qualified valuer, and is subject also to a separate “red book” valuation by a Registered Valuer from a different practise.

The consideration encompasses the grant of the right of way, a transfer of a small parcel of land from BVT to David Wilson Homes, the grant of a licence for ecology works in connection with a licence that David Wilson Homes hold from Natural England for the management of great crested newts on their site, and finally the resolution of a drainage dispute.

Homes England (and Keepmoat) will only be party to documentation for the right of way.

David Wilson Homes is to pay BVT’s reasonable fees and expenses in this matter.

KEEPMOAT

The lease dated 31st March 2016 between the HCA, BVT & BVD, and Keepmoat for the development of The Paddocks gives Keepmoat the right to use this access and the obligation to maintain the road, complete construction in due course and procure adoption by T&WC.

The agreement with David Wilson Homes seeks to vary these obligations by making Keepmoat primarily responsible for the length of The Bache between points C and D on the drawing in Appendix C of this report.

David Wilson Homes will then become primarily responsible for works relating to section D to F, probably including the construction of the required footway and other works.

Once agreed with Keepmoat, correspondence or documentation will be required to formally vary the lease. This will necessarily involve Keepmoat, Homes England, BVT and BVD.

Further work will be required in due course to procure adoption of The Bache. Information on future legal work involving Homes England for adoption of The Bache is set out in Appendix D to this report, for information.

RECOMMENDATION

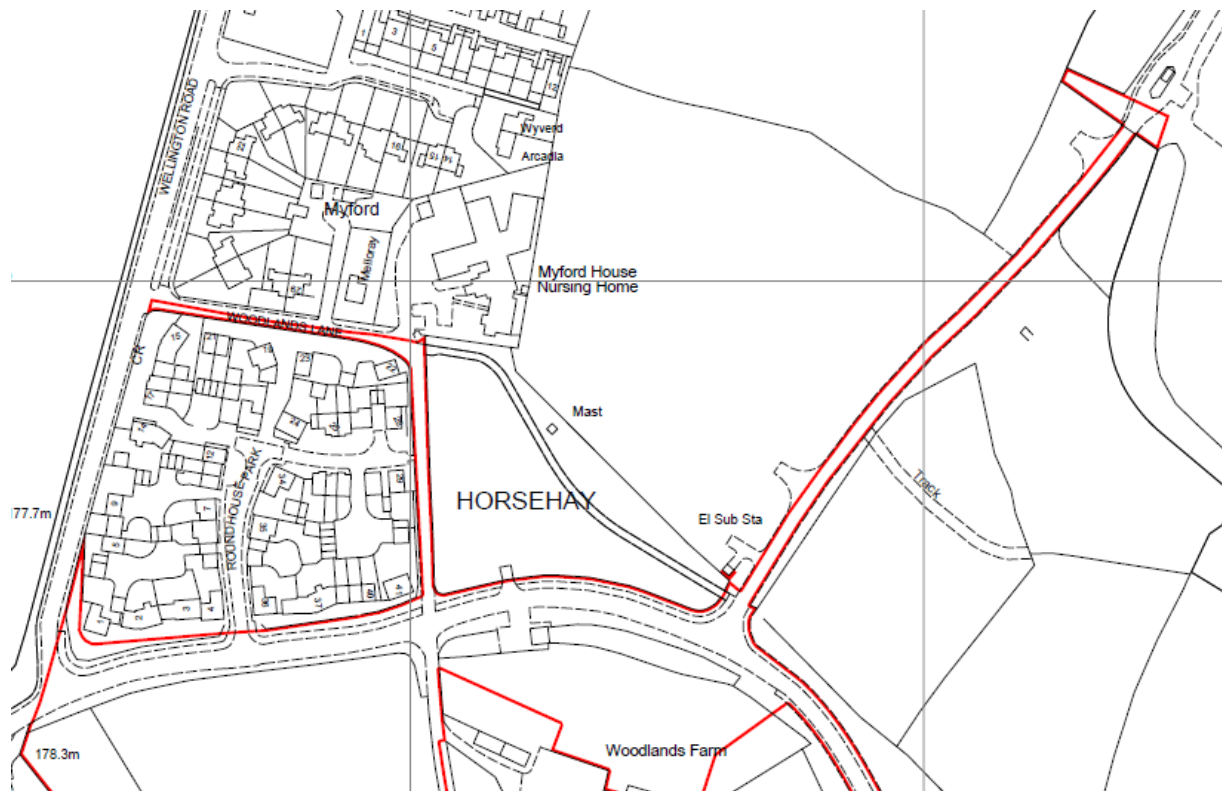
That Homes England approves the grant of a right of way on The carriageway of The Bache to David Wilson Homes as described in this report for the sum of S43(2).

S40(2)

5th September 2018

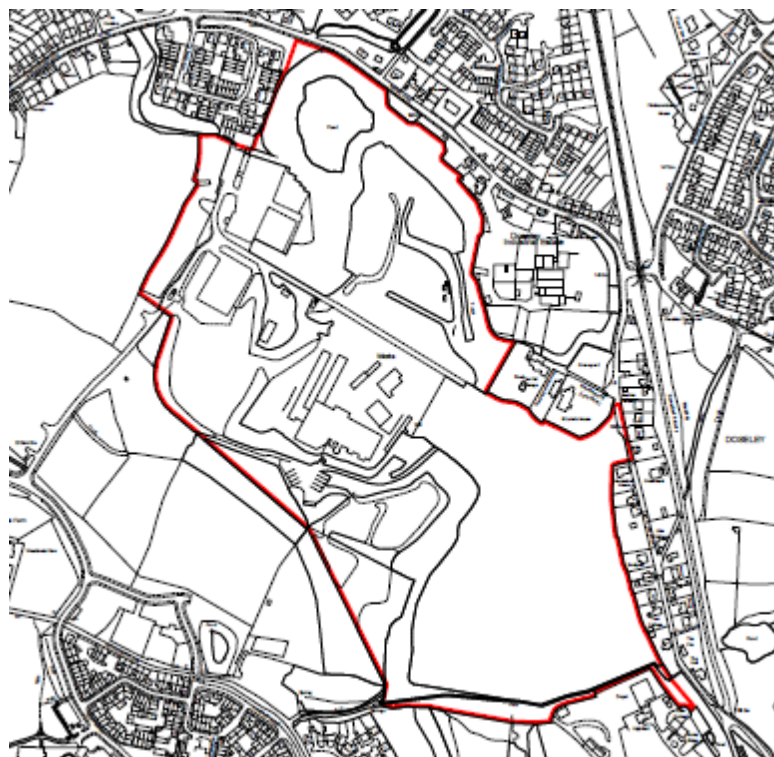
APPENDIX A

Drawing showing land transferred from the HCA to BVT on 31st March 2016
(Extract for The Bache and Lightmoor Way)



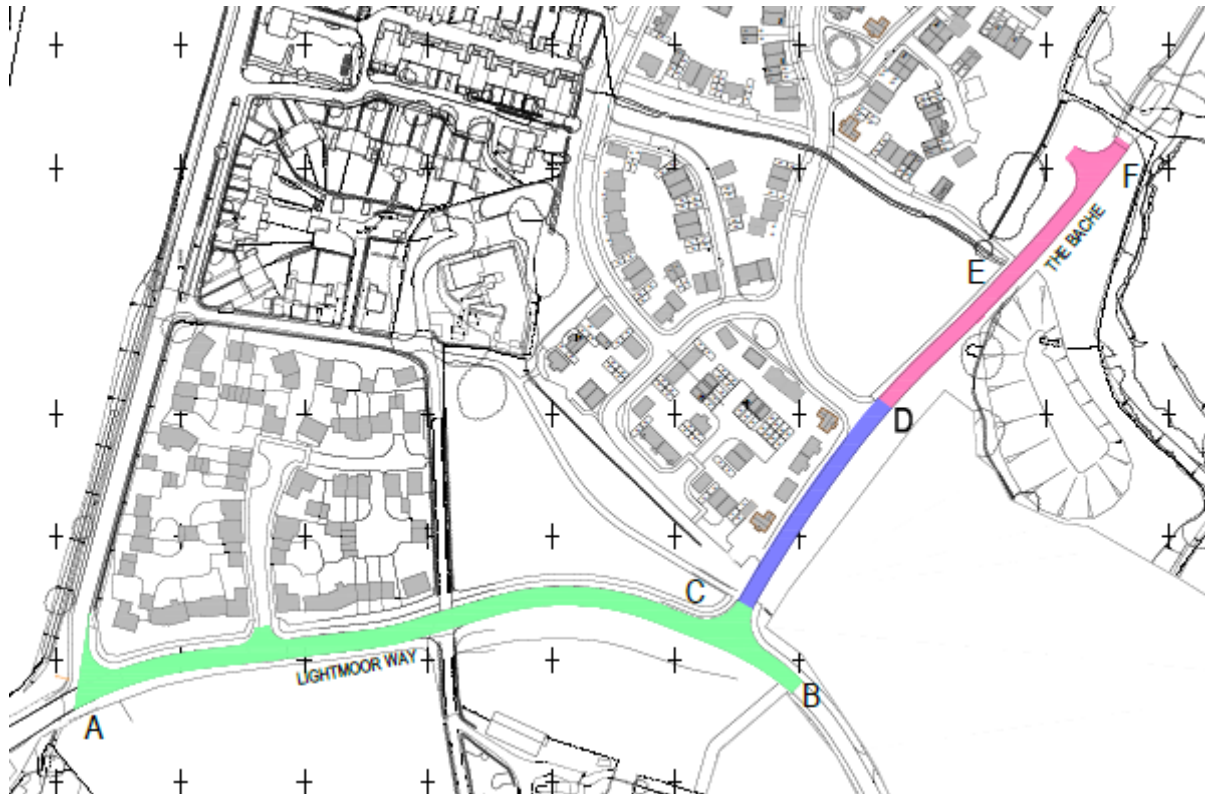
APPENDIX B

Drawing showing the David Wilson Homes' site (from HCA drawing KJR 21944)



APPENDIX C

Drawing showing responsibilities for works to The Bache



APPENDIX D

Future legal work involving Homes England

The land transferred to BVT on 31st March 2016 was only the carriageway – the road surface itself.

Homes England retained the land at the back of the kerb on the west side of the road. This is part of HCA title SL242526, leased to Keepmoat for the development of The Paddocks.

Homes England also retained the land to the back of the kerb on the east side of the road - part of HCA title SL144747, within the development site of The Woodlands.

Once the road is satisfactorily completed by the relevant parties, then the adoption by T&WC as the Highways Authority will include the footpath to be constructed on the west side of the road and a footpath or a service strip on the east side of the road.

These strips will be included in the highway to be taken by T&WC. Homes England will necessarily have to be party to the adoption agreements as landowner (unless all relevant areas transfer to BVT at an earlier date).

S40(2)

From: S40(2) [redacted]@brownejacobson.com>
Sent: 19 July 2019 17:19
To: S40(2) [redacted]
Subject: RE: The Bache - Access for David Wilson Homes to their site on the Old Pipe Works site
Attachments: mfdbhm01.brownej.co.uk_Exchange_07-19-2019_17-10-30.pdf

Thanks for your emails yesterday S40(2). Further to our conversation today, I attach a copy of one of the plans attached to the Funding Agreement which shows edged red the "Red Land". It's the Red Land which in clause 25 of the FA cannot have a right of access granted to it over Horsehay Road without the consent of Homes England. Horsehay Road is not defined in the FA but I believe that it refers to the access which I've coloured green on the plan and which I believe is now called The Bache. If this is the access that David Wilson now wants a right of way over, it is vested in BVT who cannot grant a right of way over it without Homes England's consent. There is however absolutely nothing that obliges BVT to grant a right. Homes England is only involved if BVT wanted to. If they don't then Homes England has no legal power to require them to do so

Hope that helps in terms of clarifying the position even though it may not be the answer Homes England was looking for

Have a good weekend

Kind regards

S40(2)

S40(2) [redacted]
Legal Director



t +44 (0) S40(2) [redacted]
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From: S40(2) [redacted]@homesengland.gov.uk]
Sent: 18 July 2019 16:55
To: S40(2) [redacted]
Subject: FW: The Bache - Access for David Wilson Homes to their site on the Old Pipe Works site

Hi S40(2),

I have just had a copy of this funding agreement from S40(2) [redacted]. I think the relevant clause is Clause 25 (right at the end of the document).

This is addressing the issue of the BVT restriction of access to their site on the Old Pipe Works site adjacent to Lightmoor.

Can we have a chat?

Kind Regards,

S40

From: S40(2) [redacted]@bvt.org.uk]
Sent: 18 July 2019 15:23
To: S40(2) [redacted]
Subject: The Bache

S40(2) [redacted]

Project Director

Bournville Village Trust

Telephone: S40(2) [redacted] Mobile: S40(2) [redacted]

S40(2) [redacted] [@bvt.org.uk](#) | [www.bvt.org.uk](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)



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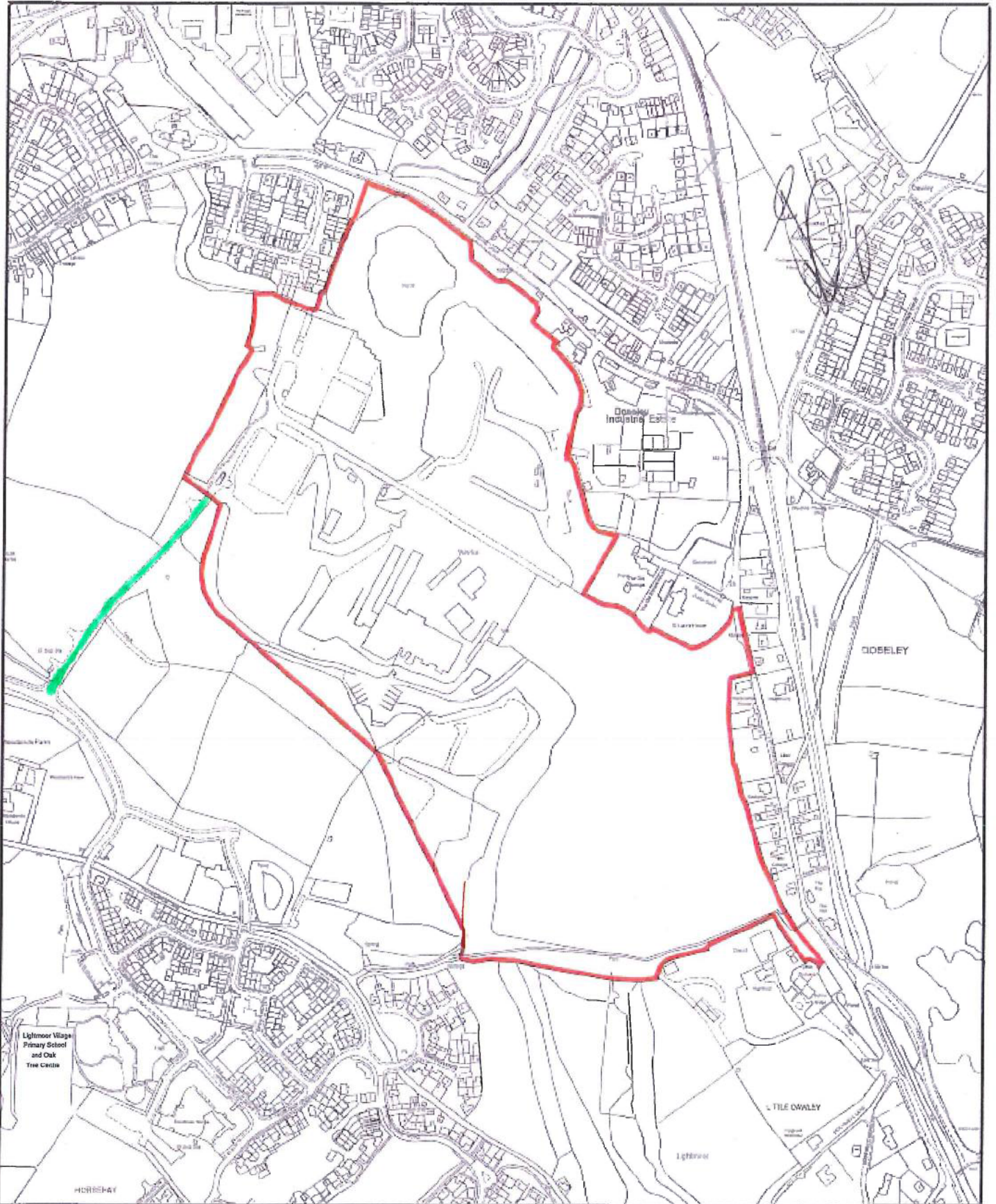
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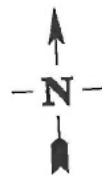
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**Homes &
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**Spatial and Market
 Intelligence**

Tel: 0300 1234500
 Email - spatialintelligence@hca.gsi.gov.uk
www.homesandcommunities.co.uk

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S40(2)

Chief Executive
Bournville Village Trust
350 Bournville Lane
Bournville
Birmingham
B30 1QY

7 August 2019

Dear S40

Re: The Bache, Lightmoor

I have been contacted by Telford and Wrekin Council expressing their concern that Bournville Village Trust is not engaging with David Wilson Homes regarding the access to their scheme through the Bache.

Homes England's predecessor body, HCA transferred the ransom strip that we held across the access to the pipeworks to you in good faith on the basis that you would be able to secure full ransom value for the access, to mitigate any increase in traffic movements and provide additional funding to the Lightmoor project. This approach was discussed in great detail with both S40(2) and S40(2) as it was felt that Bournville Village Trust would be better placed to negotiate a suitable ransom payment, as our position as the government's housing accelerator would weaken our negotiating position.

At no point was there ever a discussion around not allowing access over the road that was constructed by English Partnerships at government expense. The use of the Bache by David Wilson Homes occupiers offers a considerable improvement over its original intended use as an access to the pipeworks, without whose closure we would not both have benefited from the additional homes at the Paddocks.

I share the concern of Telford and Wrekin Council. Homes England does not support the action taken by Bournville Village Trust in relation to this matter.

I would welcome a wider discussion about how traffic movements can be limited along the Bache, but still allow access to residents from the David Wilson Homes scheme to the local school and facilities within Lightmoor to find a middle ground on this matter.

5 St Philips Place
Colmore Row
Birmingham
B3 2PW

0300 1234 500
@HomesEngland
www.gov.uk/homes-england

#MakingHomesHappen

S40(2)
S40(2)
S40(2)

@homesengland.gov.uk

Creating a new community is as much about strong linkages to the surrounding environs (which will financially benefit the businesses in the village) and inclusivity, not just constructing scheme in isolation if it is to be sustainable in the long term.

Yours sincerely

S40(2)

S40(2)

Head of Land – Midlands

cc S40(2), Director of Property, Development and Stewardship