

Statement of Common Ground

between

the South Worcestershire Councils (Malvern Hills District Council, Wychavon District Council and Worcester City Council) (“SWC”)

and

the Combined Landowners’ Group comprising Bellway Homes, Hallam Land, Homes England, St Modwen, Summix and Wain Estates (“CLG”)

relating to

the Worcestershire Parkway Strategic Growth Area (“WPSGA”) and housing land supply and delivery trajectory

Date: 28 February 2025



ST.MODWEN

PART OF HENRY BOOT

SUMMIX



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Appendix 1: CLG MOU (dated 11 February 2025)

1. Introduction

- 1.1. This Statement of Common Ground (SoCG) relates to the Worcestershire Parkway Strategic Growth Area (WPSGA), which is proposed for allocation in the South Worcestershire Development Plan Review (SWDPR) in Policy SWDPR51. The boundary of the WPSGA is shown in **Figure 1**.
- 1.2. This Statement has been prepared by the South Worcestershire Councils (SWC) and the Combined Landowners' Group (CLG), which represents the six main landowners – Bellway Homes, Hallam Land (for Spetchley Estate), Homes England, St Modwen (for Merton College), Summix (as promoters and owners) and Wain Estates (as promoters). **Figure 2** shows land ownership at Worcestershire Parkway with the land controlled by the CLG identified. The SWC and CLG are referred to in this document as 'the parties'.
- 1.3. Through SWDPR51 and other policies in the plan, the WPSGA will accommodate a new settlement eventually growing to approximately 10,000 homes and 50 hectares of employment land, with a new town centre at its heart adjoining Worcestershire Parkway railway station.
- 1.4. This SoCG sets out the position agreed between the parties in respect of Worcestershire Parkway's contribution to SWC's five year housing land supply and the delivery trajectory associated with the strategic allocation.
- 1.5. The relevant MIQs to this SoCG are:
 - MIQ.36 The Councils have requested that the 5 year housing land supply (5YHLS) is confirmed as part of the examination process. The 5 YHLS should include a 10% buffer as per NPPF 74b. What is the up-to-date supply of specific, deliverable housing sites in South Worcestershire to be considered in the 5 year housing land supply from the intended date of adoption? Will there be a five-year supply of deliverable housing sites on adoption of the Plan?
 - MIQ.39 Whilst the proposed housing allocations will be considered separately, are the broad assumptions made as to site capacity and when houses would be delivered realistic and justified?
 - MIQ.93 The housing trajectory (EXAM 24) sets out a housing delivery trajectory for the proposed site, with delivery of the proposed 5,000 houses in the plan period starting from 2028-29. Is this justified? In terms of the trajectory, what is the clear evidence that the proposed allocation would (in part) be in terms of the NPPF, either 'deliverable' and/or, 'developable'? *and*
 - MIQ.94 Is the proposed phasing of the development in the plan period and beyond 2041 justified and would it be effective?
- 1.6. This SoCG is provided without prejudice to other matters of detail not outlined in this document that the parties may wish to raise during the examination. Nor does it prejudice or prejudice the formal consideration by Wychavon District Council as the Local Planning Authority of any future planning applications for development within the proposed WPSGA.

Figure 1 Worcestershire Parkway Strategic Growth Area Boundary

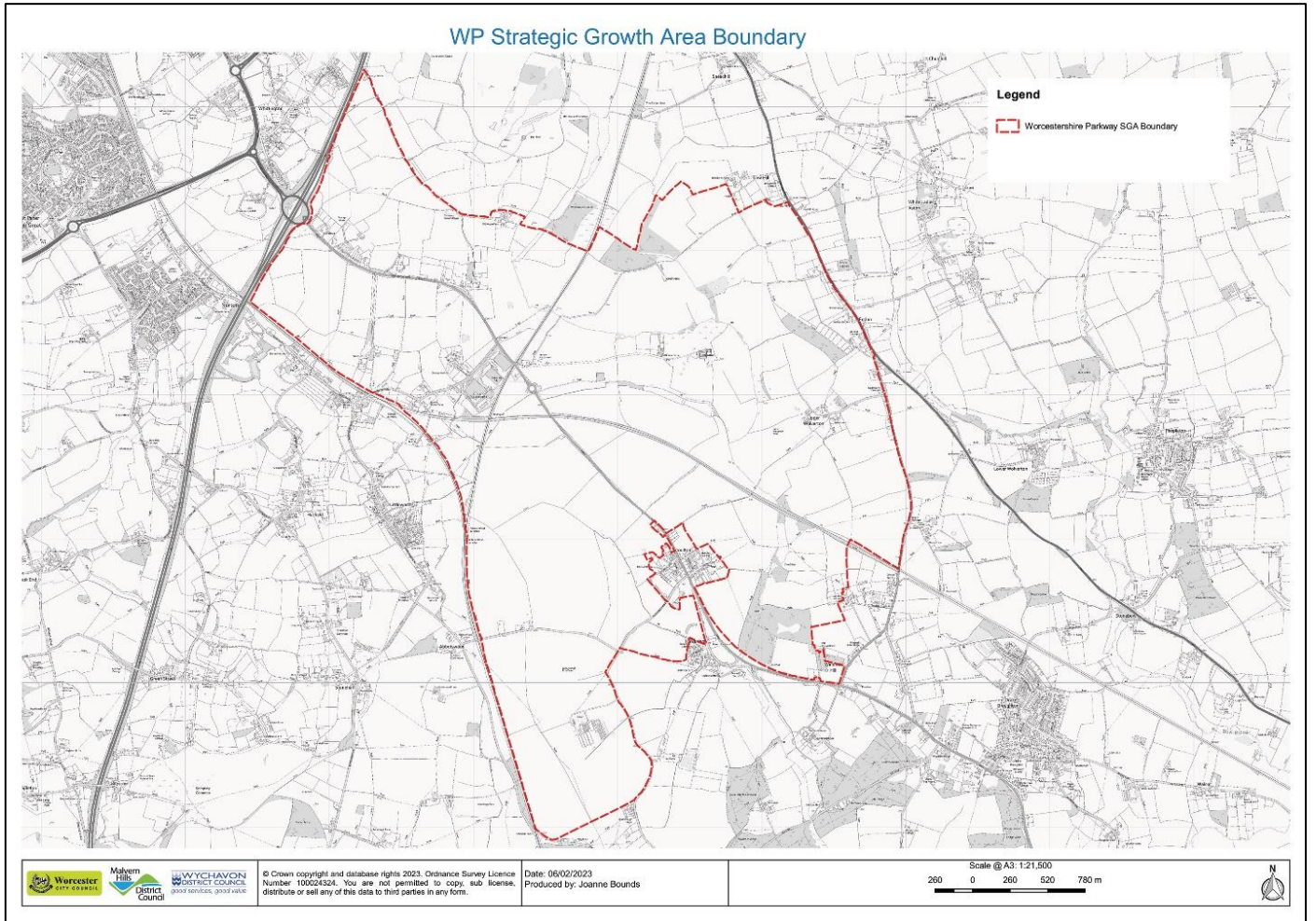
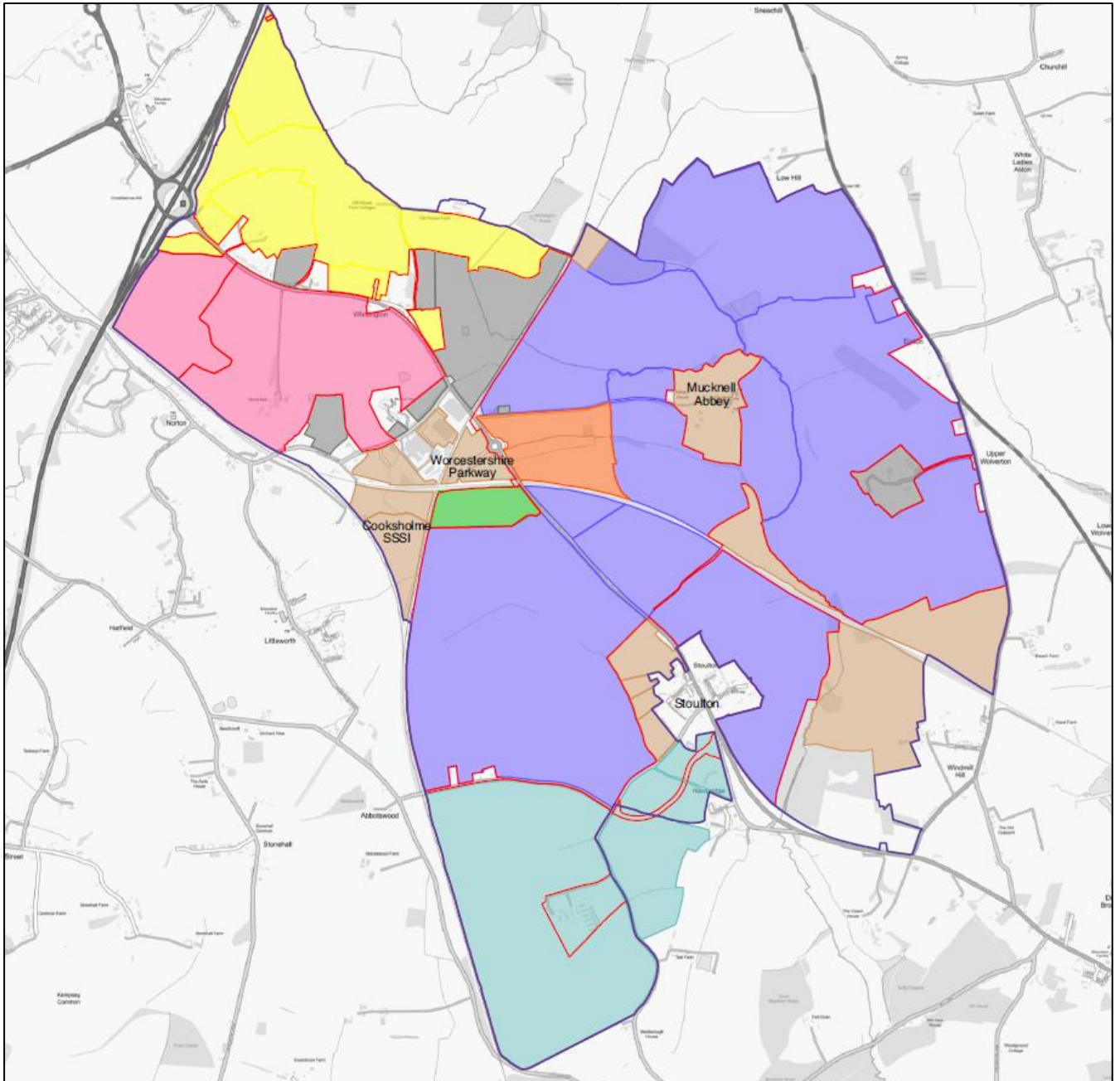


Figure 2 Landownership Map for Worcestershire Parkway



Promoter/ Developer	Areas
Bellway Homes	9.43 ha
Hallam Land	92.877 ha
Homes England	21.767 ha
Merton College and St Modwen	95.814 ha
Summix	530.769 ha
Wain Estates	146.008 ha
Grey box	Promoted by third party
Brown box	Not promoted
Blue outline	Allocation area
Red outline	Application areas

2. Five Year Housing Land Supply

- 2.1. MIQs 36 and 93 both deal with the contribution of SWDPR51 to SWC's 5YHLS.
- 2.2. The SWC Housing Topic Paper and Trajectory (EXAM23 and 24) sets out a proposed Delivery Trajectory for Worcestershire Parkway.
- 2.3. EXAM24 page 5 shows the SWCs' proposed trajectory for Worcestershire Parkway, which has:
- a. 200 dwelling completions in 2028/29; and
 - b. 300 dwelling completions in 2029/30.
- 2.4. The CLG has inputted to this trajectory and is confident that the site as a whole can yield circa 500 dwellings within the 5YHLS window at adoption.
- 2.5. Policy SWDPR51 as proposed to be amended (see SoCG on Policy SWDPR51), requires the preparation of an SPD prior to approval of planning applications. On the understanding that this will be progressed to approval within 3 months of adoption, planning applications are being prepared by the landowners/developers to coincide with this date. In some cases, EIA Screening and Scoping Opinions have already been sought, and planning applications are anticipated to be submitted imminently. The CLG has also been working collaboratively with the SWC on the most recent refinement of the Concept Plan which will form the basis for the draft SPD and its Framework Masterplan.
- 2.6. Furthermore, Worcestershire Parkway was announced by the Chancellor in August 2024 as one of the government's first 4 'accelerator' sites. The New Homes Accelerator is a collaboration between the government, Homes England, local authorities, developers and other key stakeholders. It aims to unblock and accelerate the delivery of housing developments. By leveraging government resources including Homes England, working closely with local authorities, and fostering collaboration with developers and landowners, the New Homes Accelerator will identify and address specific thematic issues causing delays to speed up the delivery of large-scale housing developments. Homes England will be able to update the Examination at the hearing session on Matter 9 on the latest position.
- 2.7. The CLG have collectively identified the following components of supply which will contribute towards early delivery within the 5YHLS window:

Table 1: Components of supply

Landowner/ developer	Location	Dwellings completed by 2029/30	Commentary
Bellway Homes	Site adjoining railway station, Southern Neighbourhood	100	Freehold owner and housebuilder with site access direct from the B4084, benefitting from close proximity to rail station. Full application expected to be submitted in 2025 meaning that delivery could be expedited further,

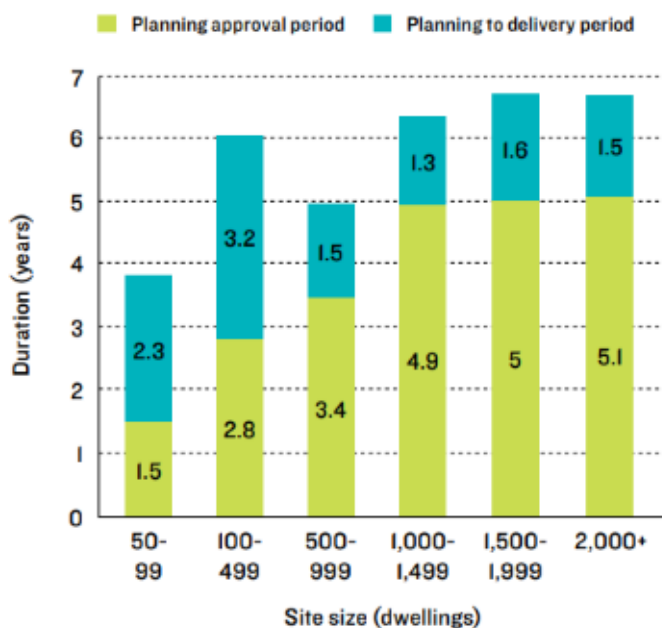
			particularly with no land acquisition timescales to factor in.
Hallam Land	Land north of Pershore Road, Western Neighbourhood	100	Land promoter with site access from Pershore Road / B4084. Outline application expected to be submitted in 2025.
Homes England	Land in town centre	75	Government Housing and Regeneration Agency with freehold ownership adjacent to railway station. Outline application expected to be submitted in 2025
St Modwen	Land south of Pershore Road, Western Neighbourhood	160	Land promoter with site access from Pershore Road / B4084. Application due to be submitted shortly for employment development, securing power and drainage connections to the site. EIA Scoping submitted in 2023. Outline application for residential development expected to be submitted in 2025.
Summix	Land off B4084 south of railway, Southern Neighbourhood	75	Land promoter with significant freehold ownership (freehold includes land with access from B4084). Potential for delivery to be higher than quoted due to ability for multiple outlets.
Wain Estates	Land to west of Stoulton, Southern Neighbourhood	75	Land promoter with site access from Wadborough Road. Outline application expected to be submitted in 2025 including part of the Stoulton Relief Road. EIA Scoping Opinion issued for this site by Wychavon District Council in October 2024.
Total		585	

- 2.8. In addition to the above, there are a number of smaller parcels within the allocation boundary but outside of the control of the CLG that are capable of making a contribution to the supply of housing on the site.
- 2.9. The parties recognise that the above requires significant coordination and collaboration (between landowners and the SWCs) to achieve the envisaged timescales. However, the parties consider that this is achievable and sets out in the following sections the reasons for this.

3. Start to Finish Edition 3

- 3.1. Lichfield's Start to Finish Edition 3 was published in March 2024. The research includes the lead-in time from the start of the planning application process up to grant of permission and from permission to the first housing completion. This provides research across a total of 179 large sites.
- 3.2. For large sites of 1,000 dwellings, the average timeframes from validation of the first planning application to completion of the first dwellings are shown in Figure 3.1 of the report below:

Figure 3.1 Average (mean) timeframes from validation of the first application to completion of the first dwelling



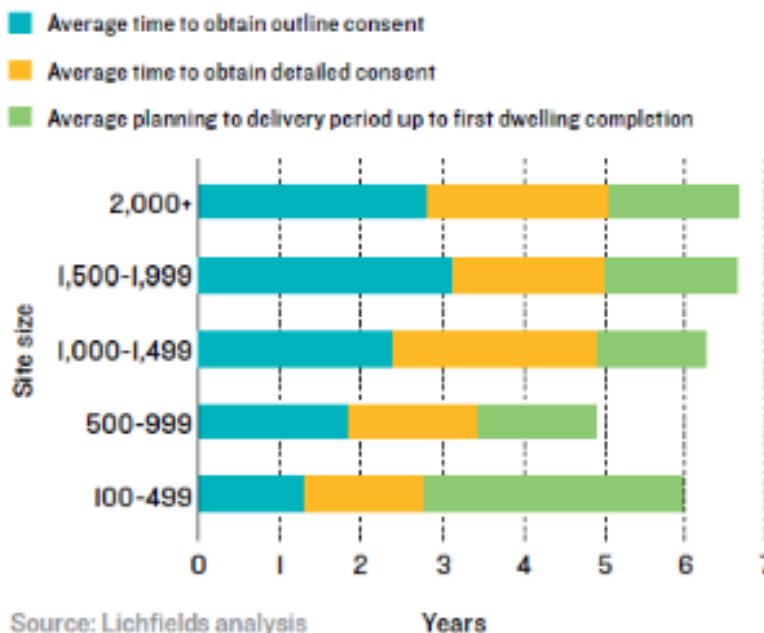
- 3.3. The figure above identifies the average time taken from the grant of planning permission to the first dwelling completion on sites of more than 1,000 homes to be 1.5 years.
- 3.4. This is broadly reflected in the timescales evidenced in the report for a number of the largest schemes reviewed which are set out in table 1 below.

Table 1: Average time taken from planning permission to first completion (years)

Site	Local Planning Authority	Site Size	Average time taken from planning permission to first completion (years)
Cambourne (original new settlement)	South Cambridgeshire	3,300	0.8
Ebbsfleet	Dartford	15,000	3
Berryfields Major Development Area (Aylesbury Garden Town)	Buckinghamshire	3,254	1.8
Great Knighton (Caly Farm)	Cambridge	2,188	1.2

3.5. Figure 3.2 below records the average time taken for a scheme to typically navigate the planning process from submission of an outline or full permission to securing consent. This is illustrated below:

Figure 3.2 Overall lead-in times for sites of 100 dwellings or more including time taken for outline consent by site size



3.6. This clearly demonstrates that on average, the most challenging period to bringing forward a large site is the process of securing planning permission. Whilst most large sites will be likely to secure a strategic allocation in a Local Plan, there remains a need to navigate the planning application process and deal with often complex matters.

3.7. Worcestershire Parkway will be brought forward in the form of multiple planning applications submitted by a number of different landowners ranging in scale from 200 homes to 3,000 plus homes.

3.8. The application submissions will be staggered over the course of the next 12 months meaning that some will be determined earlier than others which will enable them to commence on site sooner than the later applications. This will result in the allocation having different sales outlets coming online at

different times which is important as some outlets will mature and slow down, whilst others elsewhere within the allocation are ramping up.

- 3.9. Therefore whilst the Start to Finish timescales set out the average time taken to determine large planning applications, in reality it will be a number of applications of varying size that will come forward at Worcestershire Parkway (and not a single large outline application) , and this will enable the ability for multiple outlets in differing sales cycles to ensure consistency of delivery overall.
- 3.10. The early preparation of the Framework S106 (please refer to the SoCG between the CLG and the SWCs on the Framework S106 approach) will enable earlier applications to contribute towards strategic infrastructure on the same basis as the later applications.
- 3.11. In order for Worcestershire Parkway to accelerate the delivery of new homes, the parties agree that it will be vital to ensure that the planning process is expediated to reduce the length of time taken from planning applications being submitted to be positively determined.

4. Factors influencing application determination periods

- 4.1. The planning approval period includes the length of time taken from the validation of the first application to the first detailed permission. For large sites, this period typically comprises the determination of an outline application (with statutory timeframes ranging from 13 weeks -16 weeks depending on whether an EIA is required), and then a reserved matters application (13 weeks) (but in some cases, it may refer to a single full/ hybrid application).
- 4.2. Lichfield's Start to Finish shows that the average planning approval period generally increases in accordance with site size; for small sites of less than 100 dwellings, this is on average 1.5 years, but for sites of 1,000 dwellings or more, it takes an average of five years to obtain detailed planning permission, with minimal change in this period as site size increases above this point.
- 4.3. However, Start to Finish recognises that whilst it takes longer to achieve a detailed planning permission on larger sites, there is not a linear relationship between size of site and time taken to secure the detailed permission. This might be because the largest sites are more likely to be allocated in adopted local plans and so the principle of development would have already been established by the time an application is submitted. In theory this would help to speed up the planning approval process, but end-to-end timescales are dependent on a timely local plan system.
- 4.4. The reasons why applications for large sites typically take longer to determine are wide ranging but factors can typically include:
- The lack of a robust policy framework;
 - Coordination failure between the parties involved;
 - Resourcing constraints at local authorities and statutory consultees; and
 - Protracted S106 negotiation and finalisation of planning conditions, and the length of time between securing a resolution to grant and the decision notice being issued.
- 4.5. These factors are explored further below along with the reasons why the parties consider these can be mitigated to accelerate housing delivery at Worcestershire Parkway.

Policy framework

- 4.6. Larger sites are often complex and require outline permissions to set the framework for future phases or staged delivery before bringing forward a detailed scheme through reserved matters and detailed permissions. Without a robust policy framework in place in which to assess the planning applications, there is greater risk that larger schemes will take longer to reach a successful outcome as there is greater scope for the proposals to be at odds with the local planning authority's expectations / requirements.

- 4.7. Representations were made by each of the CLG landowners (some jointly) to policy SWDPR51, including suggested changes to policy wording, the Concept Plan and draft Spatial Framework.
- 4.8. Since the submission of the draft SWDPR for examination, the SWCs have appointed David Lock Associates (DLA), working with transport planners (KMC), to update the Concept Plan in the light of representations and further ongoing engagement with the CLG. Work has also commenced on the preparation of a Framework Masterplan and draft Worcestershire Parkway Supplementary Planning Document (WPSPD) (in lieu of the Spatial Framework).
- 4.9. Given the above, SWCs have reviewed the Regulation 19 draft policy and consider that there are several proposed modifications to Policy SWDPR51 they consider are required to ensure the policy has added clarity for development management purposes and is set out in a more logical manner to assist lay readers and local stakeholders; thereby ensuring it meets the test of soundness.
- 4.10. The WPSPD once prepared will provide advice on the disposition of land uses, overall phasing of development, sequencing and coordination of infrastructure delivery. This advice will also include the following high-level site wide strategies:
1. A Movement Strategy;
 2. A Phasing and Infrastructure Strategy, reflecting the Worcestershire Parkway IDP which will be updated as required;
 3. A Green and Blue Infrastructure Strategy;
 4. A Design Principles Strategy;
 5. A Drainage and Utilities Strategy;
 6. A Stewardship and Management Strategy;
 7. A Heritage and Archaeology Strategy; and
 8. A Monitor and Manage Strategy for the delivery of transport infrastructure.

Coordination Failure

- 4.11. Large complex sites typically take longer to deliver because of the number of parties involved which increases the risk of coordination failure between landowners and developers, local authorities and key statutory and other stakeholders.
- 4.12. The CLG has been working collaboratively for over three years to deliver the new community and has agreed a Memorandum of Understanding (MOU) to support the delivery of the allocation (**MIQ91**). A copy of the signed MOU is provided at **Appendix 1**.
- 4.13. Collaboration between the CLG has included the commissioning technical assessments and evidence base, joint approaches to public consultation, visioning and master planning work, as well as partnership working with SWC and Worcestershire County Council (WCC).
- 4.14. Collaboration will continue to ensure a joined-up and holistic approach to development of the significant part of the allocation under the CLG's control.

- 4.15. The CLG will continue to work closely with the SWCs in the preparation of the framework masterplan and Worcestershire Parkway Supplementary Planning Document as the scheme progresses.
- 4.16. The CLG will collaborate on outline planning application(s) for the parts of the site under its control, with reserved matters (or full) applications brought forward by individual development parcels to ensure timely development and contribute to delivering SWC's housing trajectory.
- 4.17. Worcestershire Parkway benefits from having land owned or controlled by a willing house builder with freehold interest, site promoters, master developers, and landowners, supported by engagement with Homes England (also a landowner). This alignment provides a strong foundation for collaboration and ensures that land assembly can be achieved efficiently to facilitate early delivery.
- 4.18. The CLG includes members with a significant record of delivering large-scale development supported by the necessary services, utilities and infrastructure to support them.

LPA Resourcing

- 4.19. Resourcing at local authority and county council's is a constraint in terms of the time taken to assess, secure responses from stakeholders and process the planning applications leading to delays in determining the applications.
- 4.20. Delivery of houses at a strategic scale has the benefit of ensuring that infrastructure is delivered alongside growth and can provide more certainty over delivery for the plan period than reliance on a number of smaller sites. However, for this reliable housing delivery to be achieved the SWCs acknowledge the need for strong leadership, a clear vision and consistent decision making.
- 4.21. The SWCs have been building a strategic sites team to establish a permanent in-house resource and consistent approach to the development process from local plan allocation, SPD preparation, stakeholder engagement and planning approvals to overseeing delivery planning on site.
- 4.22. This includes the setting up a Development Planning Team dedicated to the delivery of strategic allocations and the SWC's have recruited several key staff in advance of the Examination in Public. This will ensure that officers are already in place and are familiar with the sites, key stakeholders, and requirements and that a continuous approach can be undertaken to deal with the applications once submitted in a consistent and knowledgeable manner.
- 4.23. The development management process after securing allocation is a crucial component to get right. Ensuring that the correct resources and skills are available at each stage of the process is an important, and often challenging, aspect of both delivering and supporting the delivery of strategic scale development at the pace that is required.
- 4.24. To support this, the parties agree that Planning Performance Agreements (PPA) between the CLG members and SWC will be prepared and entered into to secure funds for the LPA earlier in the process, which will then be used to ensure effective pre-application engagement and to ensure sufficient resource is available during application determination on a number of concurrent planning

applications. The PPA's purpose would be to assist the streamlining of the application process to ensure timely determination of planning applications.

- 4.25. Although it is recognised that there are skills and resource implications associated with the PPA route for strategic sites, and there are examples where PPAs have broken down due to insufficient time, consistency or quality of officer input. However, this can be rectified via the effective recruitment of officers by the SWC's, and additional government support via the government's Advisory Team for Large Application Sites (ATLAS).
- 4.26. The New Homes Accelerator will be supported by an in-house team of senior multi-disciplinary built environment professionals from MHCLG and Homes England who can be deployed to support local authorities on the ground. This team will be relaunched as ATLAS 2.0.
- 4.27. ATLAS 2.0 will have an updated and refreshed operating model building on an approach previously known as the ATLAS programme but re-designed to meet present challenges, directing support into places where it will add the most value. The core remit will be to provide support to local planning authorities and partners aimed at facilitating the delivery of large-scale regeneration and development through the planning phase of development.
- 4.28. ATLAS 2.0 will work on the ground in close collaboration with delivery teams and act as a delivery mechanism for the New Homes Accelerator. It will be responsive to priorities with a mandate to leverage expertise and resource across the breadth of MHCLG and its Arm's Length Bodies (ALBs), as well as disseminating lessons learned.

Master developer approach

- 4.29. Master developers and land promoters play a significant role in bringing forward large-scale sites that are subsequently implemented by house builders or master developers.
- 4.30. Worcestershire Parkway benefits from having land owned or controlled by willing house builders, site promoters, master developers, and landowners, supported by engagement with Homes England (also a landowner). This alignment provides a strong foundation for collaboration and ensures that land assembly can be achieved efficiently to facilitate timely delivery.
- 4.31. The early involvement of Homes England also helps reduce some of the potential risks to delivering such a large-scale project at pace. Homes England has access to significant resources ranging from ownership of land, to combined capital spend (loan, grant, equity and guarantees) alongside a range of statutory powers that they can use to deliver new development. In addition, they can act to broker private sector investment, convene stakeholders, facilitate collaboration, and support the SWC in championing good practice.
- 4.32. The Worcestershire Parkway allocation has the added benefit of multiple master developers being involved in the scheme (including Homes England and St Modwen) in addition to a national housebuilder (Bellway) and multiple, experienced land promoters and developers (Hallam, Summix and Wain Estates). A number of which also own the land freehold.

- 4.33. This unique mix of master developers, landowners and promoters with landholdings of various scales ranging from circa 200 homes to 3,000 homes plus means that parts of the site can be brought forward more quickly than other developments of this scale.
- 4.34. Master developers will usually secure outline planning permission and deliver strategic infrastructure before selling fully serviced parcels to the market. They can also service parcels in tandem with homes being delivered by other parties on other parcels which will help to accelerate delivery. This not only makes the parcels more attractive to the market and accelerates land sales but also means that sites are more oven ready for housebuilders to progress reserved matters and commence building new homes sooner.
- 4.35. The CLG includes a national housebuilder in Bellway who own the unencumbered freehold of their site next to the station, meaning that the commencement of development can follow straight after the grant of a deliverable consent and discharge of conditions.
- 4.36. The allocation benefits from existing infrastructure which could, support some early housing delivery prior to mitigation or significant infrastructure works.

Framework S106 Approach

- 4.37. S106 negotiations can be protracted meaning that the length of time between securing a resolution to grant permission and the S106 being signed and the Decision Notice issued can sometimes extend into years rather than months.
- 4.38. The parties agree that a template Framework S106 approach could be progressed on the site and this is subject to a separate SoCG between the parties.
- 4.39. The SWCs, in collaboration with the CLG, would prepare a draft template FS106 agreement. This would be the Template FS106 and would be split into two parts.
- Part 1 would be concerned with the delivery of Strategic Infrastructure and would be drafted in detail, with the intention that Part 1 would, barring adjustments to reflect the IDP and minor site-specific adjustments, be the same in every Section 106 Agreement negotiated across all parts of the WP allocation. This would ensure that a common approach is taken by the SWCs to all development coming forward within the WP allocation that will benefit from the Strategic Infrastructure and all landowners and developers of such development are treated equitably, proportionately and consistently in relation to the funding of the Strategic Infrastructure.
 - Part 2 would cover site-specific requirements and would be bespoke for every site.
- 4.40. The SWCs would use the Template FS106 as a base draft for the Section106 agreement required each time a planning application for relevant development within WP came forward.
- 4.41. The benefits of this approach would be that the form and scope of the S106 agreement would be largely agreed in advance of the determination of the planning applications and therefore would

significantly reduce the time taken post planning committee to finalise the S106 agreement and issue planning decisions.

5. Housing Trajectory

- 5.1. MIQs 39 and 94 both deal with the contribution of SWDPR51 to SWC's housing trajectory.
- 5.2. The SWC Housing Topic Paper and Trajectory (EXAM23 and 24) sets out a proposed Delivery Trajectory for Worcestershire Parkway.
- 5.3. EXAM24 page 5 shows the SWCs' proposed trajectory for Worcestershire Parkway, which identifies an annual average completion rate of 400 homes per annum over the plan period with a peak delivery rate of 450 homes in any given year which is supported by the parties.
- 5.4. EXAM24 also refers to the Lichfield's Start to Finish Research and advises that:

"The Lichfield's' Start to Finish document (Third edition March 2024 (Start to Finish 3: How quickly do large-scale housing sites deliver?) assessed 297 sites across England and Wales and found a large difference in completion rates depending on the size of a scheme, as well as a slight change in completion rates depending on how many outlets there were on site. On average, Lichfield's' report found a higher number of dwellings completed per annum than the 40 that the SWCs use (69 dpa, dropping to 62 dpa for sites of two outlets, and 55 dpa for sites with three outlets). There was also a higher average annual build-out rate on greenfield sites compared to brownfield sites (34%). The data Lichfields have assessed spans England and Wales (excluding London), with sites ranging from 50 to 2000+ dwellings, and so cannot be directly correlated specifically to the SWCs, however, it does provide another perspective on averages."

- 5.5. In terms of the rate of delivery of housing the research set out in Start to Finish 3 states that:

"Some schemes do achieve very high rates of build-out in particular years (the top five annual figures were 520 to 620 dwellings per annum [dpa]) but this rate of delivery is not sustained (see Table 4.1). Apart from Ebbsfleet, the peak build-out rates were anomalous. That said, the five examples in Table 4.1 remain at the upper end of (or above) the range of our overall sample: for schemes of 2,000 or more dwellings the average annual completion rate throughout build-out ranges from 100 to 188 dpa (see Figure 4.1)."

Table 4.1 Peak annual build-out rates compared against average annual build-out rates on these sites

Site	Local Planning Authority	Site size (dwellings)	Peak annual build-out rate (dpa)	Average annual build-out rate (dpa)
Cambourne (original new settlement ²⁷)	South Cambridgeshire	3,300	620	188
Ebbafleet	Dartford	15,000	619	255
Berryfields Major Development Area (Aylesbury Garden Town)	Buckinghamshire	3,254	562	251
Great Kneighton (Clay Farm)	Cambridge	2,188	539	219
Oakley Vale	North Northamptonshire	3,100	520	182

Source: Lichfield analysis

- 5.6. Although EXAM24 includes an average trajectory of 400 dwellings per annum for Worcestershire Parkway, this is only an average and there will be peak years where the average is exceeded and also years where delivery rates fall below the average. Delivery rates will ultimately be influenced, and affected, by market conditions, along with choice and variety of outlets at different stages given the long-term nature of the delivery of Worcestershire Parkway and the plan period spanning over 15 years, it is reasonable to expect that conditions will improve over time leading to higher rates of delivery over the course of the plan period.
- 5.7. New communities, like Worcestershire Parkway, do however allow for economies of scale to speed up delivery rates. Concentrating provision in one location allows for consolidation of resources and shared Infrastructure, including transport networks, being built alongside the development in a cohesive manner.
- 5.8. Not all large-scale developments are comparable and the quality of the placemaking and types of housing and its alignment with local housing needs play an important role in enhancing delivery rates.

Enabling the conditions for stronger rates of delivery

- 5.9. There are a number of factors that can assist schemes such as Worcestershire Parkway in achieving an accelerated rate of delivery. These are summarised below.

A diverse housing mix

- 5.10. Many of the schemes drawn upon as a basis for benchmarking historic build-out rates, in national research are considered unlikely to have made a concerted effort to diversify the type of homes being built from the outset. It is important to recognise that the rates achieved are more likely to reflect the traditional development of market housing with a proportion of affordable, with this captured in the

latest average delivery of roughly 30-40 homes per outlet of the major housebuilders according to latest Savills research.

- 5.11. It is reasonable to assume that there is scope for markedly enhancing or increasing the build out rates which can be achieved by multiple standard outlets through the inclusion of specialist housing for older people, student housing or homes for private rent. Similarly, the integration of blocks of higher density housing, particularly around the town centre close to public transport hubs such as the Worcestershire Parkway railway station, will also offer the potential to achieve elevated peaks in delivery.
- 5.12. The masterplanning and phasing of Worcestershire Parkway offers significant scope to ensure that the planned diversity of homes, including specialist housing, can be facilitated early in the build period.

Family housing

- 5.13. Family housing will represent a key component of the overall development mix, with this responding to the need evidence which shows that across South Worcestershire homes with at least three bedrooms will represent circa 65% of market need.
- 5.14. Where there is evidently a proven and sustained demand and need for this type of housing, consideration will be given to ways in which accelerated rates of provision can be achieved on individual outlets.
- 5.15. The masterplanning process and the WSPD will consider the opportunity to create a diversified mix of such housing responding to different consumer demands and expectations. Alongside more traditional build styles, this could include more innovative modern housing where this was positioned sympathetically to higher density developments in and around the town centre / station area or in areas of greater prominence to other modern buildings, for example community buildings including but not limited to schools or leisure facilities. These alternative family housing products would be expected to come forward in distinct and separate development parcels to the more traditional outlets.

Smaller housing

- 5.16. There is anticipated to be a continued need for smaller homes with one or two bedrooms (up to 35% of the total need), alongside family housing.
- 5.17. Where such housing is more likely to be affordable, it also offers the opportunity to appeal to a market between family housing and affordable housing whilst also including affordable tenures as well. As noted further below the aspiration to bring the town centre forward alongside the early phases of the development and its proximity to existing public transport networks via the railway station offers a key opportunity to enable higher density development including flats early in the site's development.
- 5.18. Separate to the above, there is also a potentially modest continued need for student housing. Whilst again this may only account for a small component of the scheme's mix, where the masterplan

identified higher density development opportunities close to the town centre and station, the flexibility to advance these as student housing could enable the development to respond accordingly where need was proven.

- 5.19. Alongside higher density developments, such housing could include suburban BTR. The consideration of need suggests this is a relatively unproven market, but the opportunity exists to build the provision of such housing into the masterplan to ensure greater resilience in different market cycles and in recognition of the potential demand emanating from households who have traditionally rented in this area, with such housing offering greater flexibility and potentially space.

Older persons housing

- 5.20. In general, mainstream housebuilders (including nationals or more local housebuilders) tend not to specifically target older purchasers, albeit their housing types are increasingly designed to ensure that they offer adaptable accommodation to accord with planning policies.
- 5.21. The identified need for more specialist housing for older people presents an opportunity in attracting more developers of specialist housing. It is largely the case that these developers have their own funding sources, and some of them have different funding models to the mainstream housebuilders. Any provision of housing by these developers represents additional housing output, on top of what mainstream housebuilders and registered providers may deliver and will be encouraged as part of both accelerating the rate of supply in South Worcestershire and responding to a clear segment of need.
- 5.22. The integration of such housing within a mix of housing on larger sites also has the advantage of potentially elevating absorption rates and therefore delivery. This recognises that it forms a distinct and separate market to general housing and also is often, particularly in the case of housing with care, built at relatively high densities.
- 5.23. In terms of locational requirements, it is of note that there is an obvious preference for sites which have accessibility to services and infrastructure. Within the development, proximity to new neighbourhood centres and access to the station will therefore be an important consideration.
- 5.24. Whilst the masterplan will need to provide a steer as to the scale of development which can be accommodated, given the significant level of proven need across South Worcestershire it is considered that a number of developments directly aimed at older groups could be phased over the plan period. By way of reference, it is noted that recent research has suggested that for market housing the average size of a care home is in the order of 90 beds with this increasing slightly in the affordable sector.

Self-build housing

- 5.25. The analysis of need identified that it is reasonable to assume a sustained need and demand for self-build plots.

- 5.26. By way of reference, if it was assumed that 5% of the scheme was self-build (noting that the self-build sector is currently estimated to account for only 5% of new supply across England) this would equate to a total of 250 homes in the period up to 2041.
- 5.27. The inclusion of this typology is considered to offer the opportunity to contribute towards a modest speeding up of the overall rates of sales, where again there is additional choice to purchasers. However, where demand is not sufficient the opposite effect would be achieved where a potentially deliverable plot would be delayed from being built upon whilst a market demand is tested. Flexibility is therefore important in this regard within the masterplan to ensure that subject to market demand identified plots could as necessary be re-integrated into the wider development following a period of marketing and swiftly built-out by the lead housebuilder on a parcel.

A range of tenures

- 5.28. The ability to offer a range of tenures is key to ensuring a resilient rate of occupation and sales / rentals.
- 5.29. The SWDPR currently requires in the order of 40% affordable housing. In the context of the evidenced need for affordable homes, such a level of provision would therefore respond proportionately and would clearly offer the opportunity to underpin strong or accelerated rates of delivery.
- 5.30. The evidence suggests a clear need for smaller homes in this tenure and this would again offer the opportunity to swiftly create a residential community in and around the town centre where such higher density housing is more likely to be appropriate. Ensuring interest from registered providers early in the development programme will also mitigate risks where units could be built and sold in bulk.

Phasing and infrastructure delivery

- 5.31. The delivery of a diverse mix of housing and the ability to concurrently advance a number of parcels of land heightens the importance of ensuring that the phasing of individual plots is built into the development of the masterplan/SPD.
- 5.32. The delivery of 5,000 homes within the plan period will also be dependent upon the simultaneous delivery of infrastructure.
- 5.33. A phasing strategy which aligns the delivery of new housing and employment development with existing infrastructure and where new infrastructure can most efficiently be delivered will be key to accelerating delivery of the site. In addition, policy requirements and triggers should be sufficiently flexible so as not to unnecessarily impede delivery whilst ensuring that new infrastructure is delivered to serve the development when it is required.
- 5.34. Work is ongoing to develop a full infrastructure strategy including a phasing of delivery and this will be included within the WSPD. A number of key elements, however, have the potential to impact on the timing of the delivery of homes over the plan period.



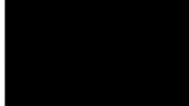





- 5.35. With regards access and road infrastructure, where parts of the allocation currently benefit from access to the B4084, this will ensure that development can proceed following the delivery of internal road infrastructure connecting to these access points. Whereas most strategic sites can only proceed as new strategic infrastructure moves forward to open new sales outlets, at Worcestershire Parkway different developers can proceed with their sites in parallel, served from separate parts of the site.
- 5.36. The prioritisation of these connections within the masterplanning process will be important to create distinct access points to key parcels of land ensuring that the numbers anticipated can be built out independently and concurrently.
- 5.37. The early delivery of green infrastructure/open space could also help the marketing of new homes and will therefore have clear advantages not only from an environmental and health perspective but also with regards sales values and demand.

6. Conclusion

- 7.1 This SoCG has been prepared by the parties to assist the examination and should be read alongside the SoCG agreed between SWC and the CLG (deposited with the programme office on 10 February 2025).
- 7.2 This SoCG is provided without prejudice to other matters of detail not outlined in this document that the parties may wish to raise during the examination.

7. Signatories

8.1 This Statement has been agreed and signed by the following:

<p>South Worcestershire Councils (Wychavon and Malvern Hills District Councils)</p> <p>Name: Ian MacLeod</p> <p>Position: Director of Planning and Infrastructure, Malvern Hills District Council and Wychavon District Council</p> <p>Date agreed: 28.02.2025</p> <p>Signature </p>	<p>South Worcestershire Councils (Worcester City Council)</p> <p>Name: Duncan Rudge</p> <p>Position: Head of Planning, Worcester City</p> <p>Date agreed: 28.02.2025</p> <p>Signature: </p>	<p>Bellway Homes</p> <p>Name: Fergus Thomas</p> <p>Position: Strategic Land Director (Central)</p> <p>Date agreed: 28.02.2025</p> <p>Signature: </p>
<p>Hallam Land</p> <p>Name: Andy Birch</p> <p>Position: Executive Director</p> <p>Date agreed: 28.02.2025</p> <p>Signature: </p>	<p>Homes England</p> <p>Name: Ben Frodsham</p> <p>Position: Head of Planning & Enabling - Central</p> <p>Date agreed: 28.02.2025</p> <p>Signature: </p>	<p>St Modwen</p> <p>Name: Rebecca Palmer</p> <p>Position: Senior Planning Manager (St Modwen Developments Limited)</p> <p>Date agreed: 28.02.2025</p> <p>Signature: </p>
<p>Summix</p> <p>Name: Niamh O'Connor</p> <p>Position: Partner (Summix MDB Development Ltd and WPW Development Ltd)</p> <p>Date agreed: 28.02.2025</p> <p>Signature </p>	<p>Wain Estates</p> <p>Name: Neil Lewis</p> <p>Position: Planning Director</p> <p>Date agreed: 28.02.2025</p> <p>Signature: </p>	

Appendix 1: CLG MOU

Dated

11 February

2025

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES IN RELATION TO THE PROPOSED
WORCESTERSHIRE PARKWAY SITE ALLOCATION AND ITS ASSOCIATED STRATEGIC
INFRASTRUCTURE REQUIREMENTS**

PARTIES

- 1) Bellway Homes Limited (company registration number 00670176) whose registered office is at Woosington House, Woosington, Newcastle upon Tyne, NE13 8BF ("**Bellway**");
- 2) Hallam Land Management Limited (company registration number 02456711) whose registered office is at Isaacs Building, 4 Charles Street, Sheffield, S1 2HS ("**Hallam**");
- 3) Homes and Communities Agency (trading as Homes England) of The Lumen, 2nd Floor, St James Boulevard, Newcastle Helix, Newcastle upon Tyne, NE4 5BZ ("**Homes England**");
- 4) St. Modwen Developments Limited (company registration number 00892832) whose registered office is at Two Devon Way, Longbridge, Birmingham, B31 2TS ("**St. Modwen**");
- 5) Summix WPW Developments Limited (company registration number 11758039) whose registered office is at Fifth Floor, Berkeley Square House, Berkeley Square, London, W1J 6BY ("**Summix WPW**");
- 6) Summix MDB Developments Limited (company registration number 11475788) whose registered office is at Fifth Floor, Berkeley Square House, Berkeley Square, London, W1J 6BY ("**Summix MDB**"); and
- 7) BSL Strategic Limited (company registration number 09276055) whose registered address is at Fontwell House, Trident Business Park, Risley, Warrington, WA3 6BX ("**BSL**").

(collectively the "**Parties**" and "**Party**" means each and any of the above)

RECITALS

- A. The land comprising the Worcestershire Parkway strategic site allocation (the "**Site**") is proposed to be allocated in draft policy SWDPR 51 of the emerging South Worcestershire - Development Plan Review ("**SWDPR**") for approximately 10,000 new dwellings and at least 50 hectares of employment land with associated facilities and infrastructure to be developed in a phased manner ("**Proposed Allocation**").
- B. The SWDPR is being brought forward by the three south Worcestershire councils ("**SWCs**") comprising Worcester City, Malvern Hills District, and Wychavon District Councils. The SWDPR reached Regulation 19 consultation stage in November 2022 and the SWCs submitted the draft SWDPR to Secretary of State for examination on 27 September 2023. The dates for the hearings to examine the SWDPR are yet to be announced, pending receipt of further evidence by the Planning Inspectorate on behalf of the Secretary of State.

- C. The Parties agree that there will be a need for strategic infrastructure to be delivered as part of the Proposed Allocation including, for example, schools, health facilities, parks and community facilities as well as new transport infrastructure both on-Site and potentially off-Site (“**Strategic Infrastructure**”).
- D. Draft policy SWDPR 51 anticipates the subsequent preparation and approval of:
 - i. a ‘Spatial Framework’ Supplementary Planning Document (“**SPD**”) for the strategic allocation to provide detailed policy and design guidance to ensure comprehensive development and delivery; and
 - ii. a comprehensive masterplan for the Site (“**Masterplan**”) to be developed by the Parties in collaboration with and agreed by the SWCs.
- E. The purpose of this Memorandum of Understanding (“**MoU**”) is to demonstrate that the combined landowners’ group (“**CLG**”) has a foundation to work collectively to discuss and debate key allocation-wide matters as detailed in the document. It intends to demonstrate to all parties that the CLG have a combined intent to deliver the policy requirements of SWDPR 51 whilst protecting individual and group interests at the examination in public of the SWDPR, during the submission of planning applications and into delivery of the Proposed Allocation, at all times acting reasonably and in good faith.
- F. Save for the provisions in Schedule 1 (Confidentiality) and Schedule 2 (Freedom of Information), this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the terms of this MoU.

IT IS HEREBY AGREED between the Parties as follows:

TERMS

SHARED OBJECTIVES

- 1. The Parties agree the following shared objectives (“**Shared Objectives**”):
 - a) Objective 1: The Parties intend to co-operate, as is reasonably necessary, without undue delay in order to successfully deliver the Proposed Allocation.
 - b) Objective 2: Each Party shall, so far as is reasonably considered to be necessary to achieve these Shared Objectives, seek to each co-operate, collaborate, and work with each other in the pursuit of Objective 1 and will, so far as is reasonably practicable, otherwise promote their interest in the Site in a manner which does not seek to unreasonably prejudice another Party in the delivery of the Proposed Allocation as regards to their respective interests in the Site.

INVOLVEMENT IN THE LOCAL PLAN PROCESS

2. In order to seek to deliver the Shared Objectives, the Parties have to date and intend to continue:
 - a) to meet on a regular basis to discuss matters of common interest to members of the CLG in respect of the Shared Objectives;
 - b) to participate in stakeholder meetings, where necessary, arranged by, chaired and serviced by the SWCs and to continue to support this collaborative and joint working approach with the SWCs;
 - c) to support, in principle, the Proposed Allocation whilst retaining the right to protect the Parties' individual interests through representations to the SWC's and the SWDPR's examination in public in a manner consistent with the Shared Objectives;
 - d) to co-operate with the other Parties to ensure the production of a robust evidence base to support the SWDPR; and
 - e) to participate in the process by which the SWCs will prepare and approve any site-specific SPDs both pre- and post-adoption of the SWPDR and make representations (individually and/or collectively as appropriate or necessary) to seek to secure the Shared Objectives.

STRATEGIES AND STATEMENTS OF COMMON GROUND

3. In relation to clauses 2(c) and 2(d) of this MoU, the Parties intend to co-operate with each other and with the SWCs during the submission and examination stages of the draft SWDPR with a view to agreeing (as appropriate) various Statements of Common Ground ("SoCGs") in relation to the following key issues concerning the Proposed Allocation:
 - a) the combined landowners' Masterplan (see recital D.ii.) setting out the broad locations for uses and Strategic Infrastructure, aligned with the evidence base, acknowledging that detailed masterplans for each part of the Site will come forward as and when planning applications supported by further technical work and environmental surveys are worked up by the Parties in respect of their individual landholdings. In preparing the Masterplan, the Parties will seek to agree a SoCG in respect of the vision, objectives, and Concept Plan in policy SWDPR 51; and
 - b) overarching strategies relating to the Proposed Allocation and topic-based SoCGs (as appropriate) concerning the following topics:
 - i. movement (including critical transport infrastructure and rail crossings);
 - ii. foul drainage;
 - iii. utilities (including power supply, broadband provision and water supply);
 - iv. surface water drainage;
 - v. green infrastructure and biodiversity net gain;
 - vi. education and other social infrastructure;

- vii. stewardship and long-term management arrangements;
- viii. viability;
- ix. housing trajectory (both market and affordable housing); and
- x. energy.

JOINT APPROACH TO STRATEGIC INFRASTRUCTURE

4. The Parties intend to co-operate with each other and with the SWCs to ensure that the site-specific Infrastructure Delivery Plan (“**IDP**”) to be considered at examination in public of the SWDPR meets the requirements of the Shared Objectives and this co-operation includes that the IDP:
- a) comprehensively documents the Strategic Infrastructure requirements of the Proposed Allocation;
 - b) confirms how much the Strategic Infrastructure requirements for the Site will cost (in accordance with appropriate benchmarks as agreed in writing between the Parties);
 - c) specifies as far as possible when the Strategic Infrastructure requirements are required to mitigate the impacts of the Proposed Allocation and therefore when they should be delivered;
 - d) contributes to discussions concerning the approach to delivery of the Strategic Infrastructure including, but not limited to, discussions concerning the Framework S106 approach and potential options regarding the equalisation of Strategic Infrastructure costs;
 - e) confirms the indicative method(s) by which Strategic Infrastructure will be delivered including (but not limited to):
 - i. items of Strategic Infrastructure which will be delivered directly by the individual developers of the Proposed Allocation;
 - ii. financial items by way of the funding of Strategic Infrastructure which will be delivered directly by the SWCs or Worcestershire County Council (“**WCC**”), statutory undertakers, by any other party (including CLG members), or a combination of the aforementioned using financial contributions from the individual developers of the Proposed Allocation; and/or
 - iii. where appropriate, in respect of items of Strategic Infrastructure to be funded and thereby delivered separately through CIL contributions which would not be costed in the IDP but addressed separately in the viability modelling based on the relevant applicable CIL Charging Schedule
 - f) specifies (as appropriate) the timings and triggers for the land transfer arrangements in respect of any Strategic Infrastructure requirements to be delivered by the SWCs or WCC;

- g) provides for any indexation arrangements (as appropriate) in relation to financial Strategic Infrastructure requirements;
- h) informs the viability assessment for the IDP to ensure the viability/deliverability of the total Strategic Infrastructure costs as part of the development of the Proposed Allocation;
and
- i) provides for the IDP to be monitored and reviewed periodically at intervals to be agreed between the Parties and the SWCs.

JOINT APPROACH TO PLANNING APPLICATIONS

6. The Parties intend to co-operate with each other, the SWCs and WCC to bring forward planning applications for their respective land interests consistent with the Shared Objectives and principles in the emerging SWDPR and SPD subject to those modifications jointly sought. In doing so, the Parties intend to seek to agree a common baseline insofar as timescales allow, including scoping of EIA and associated technical assessments and the sharing of relevant data necessary for cumulative assessment.

GENERAL PROVISIONS

7. Each Party:
 - a) shall be responsible for its own costs incurred in connection with the preparation and implementation of the terms of this MoU; and
 - b) shall remain liable for any losses or liabilities incurred due to their own or their employees actions with no Party intending that any other Party shall be liable for any such loss it suffers in respect thereof.
8. Nothing in this MoU restricts the Parties' rights to conduct their own business activities or arrangements in relation to the Parties' respective land interests in the Proposed Allocation.
9. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
10. If any Party has any issues, concerns or complaints about the subject matter of this MoU, that Party shall notify the other Parties and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time by a process of consultation, the matter shall be escalated to a representative of each Party holding a senior management position. Those representatives shall meet as soon as possible and shall endeavour in good faith to resolve any dispute or difference amicably.
11. The Parties shall procure that any and all of their successors in title shall enter into a confirmatory MoU prior to transfer of any land interest so as to ensure that the successors agree to comply with the terms of this MoU.
12. Each Party may at any time withdraw from this MoU on notice in writing being provided to the other Parties at the addresses given above or, where any address has changed, then the relevant registered office at the time.
13. This MoU:
 - a) may only be varied by written agreement between all the Parties;
 - b) shall commence on the date of signature of all of the Parties to this MoU and shall remain in place while the Proposed Allocation is being built out unless it has been terminated in

accordance with the provisions of clause 12 of this MoU or another agreement between the parties is expressly stated to supersede this MOU whichever is the earlier; and

- c) does not imply any allocation of financial resources in any kind from any of the Parties. Investment decisions will continue to be taken by and within each Party's own approval process and delegation frameworks. The management of finance, risk and exposure will be the responsibility of each party.
14. Subject to clause 15, this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the terms of this MoU and accordingly no Party will seek to enforce the terms of it against the other party or Parties. The Parties enter into the MoU intending to honour their respective commitments.
 15. The Parties shall comply with the terms of Schedules 1 and 2 of this MoU and agree that Schedule 1 (Confidentiality) and Schedule 2 (Freedom of Information) are intended to be (and are) legally binding on each of them.
 16. Each Party hereby confirms its agreement to the terms contained in this MoU.
 17. This MOU shall be governed by and construed in accordance with English law.

SCHEDULE 1: CONFIDENTIALITY

1. DEFINITIONS:

- 1.1 **"Confidential Information"** means all designs, drawings, data, specifications, manufacturing processes, testing procedures and all other technical, business and similar information relating to the Private Sector Parties' or Homes England's business and affairs, its customers, employees and suppliers or otherwise relating to this MoU and the Proposed Allocation, and all relevant information disclosed by the Parties to each other pursuant to this MoU and in relation to the Proposed Allocation including all readable data, logic, logic designs, flowcharts, source or object codes, listings, test data, test routines, diagnostic programs, software programs or other material and all such documents and information shall be duly marked "confidential";
- 1.2 **"EIR"** means the Environmental Information Regulations 2004, and any subordinate legislation made under these Regulations from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.3 **"FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.4 **"Intellectual Property Rights"** shall include without limitation all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process, logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person; and
- 1.5 **"Private Sector Parties"** means those parties other than Homes England that are signatories to this MoU, namely Bellway, Hallam, St. Modwen, Summix WPW, Summix MDB and BSL.

2. CONFIDENTIALITY

- 2.1 Each Party recognises that pursuant to compliance with the terms contained in this MoU, it may receive Confidential Information belonging to the other.
- 2.2 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 MoU.
- 2.3 The obligations of confidence referred to in paragraph 2.2 of this Schedule shall not apply to any Confidential Information which:

- 2.3.1 is in, or which comes into, the public domain otherwise than by reason of a breach of this MoU or of any other duty of confidentiality relating to that information; or
 - 2.3.2 is obtained from a third party; or
 - 2.3.3 is lawfully in the possession of the other Party before the date of this MoU and in respect of which that Party is not under an existing obligation of confidentiality; or
 - 2.3.4 is prepared without access to the Confidential Information of the other Party; or
 - 2.3.5 is in order to properly market/sell any land parcel within its ownership within the Site subject to any third party entering into a non-disclosure agreement.
- 2.4 Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so:
- 2.4.1 to enable the disclosing party to perform its obligations under this MoU; or
 - 2.4.2 by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the private sector parties acknowledge that any lists or schedules provided by it outlining Confidential Information are of indicative value only and Homes England may nevertheless be obliged to disclose such confidential information ; or
 - 2.4.3 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
 - 2.4.4 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.
- 2.5 The Private Sector Parties shall ensure that all Confidential Information obtained from Homes England under or in connection with this MoU:
- 2.5.1 is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with the Proposed Allocation as is strictly necessary for the performance of this MoU and delivery of the Proposed Allocation and only to the extent necessary for the performance of this MoU and delivery of the Proposed Allocation;
 - 2.5.2 is treated as confidential and not disclosed (without Homes England's prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this MoU and delivery of the Proposed Allocation;
 - 2.5.3 where it is considered necessary in the reasonable opinion of Homes England the private sector parties shall ensure that such staff, professional advisors or

consultants sign a confidentiality undertaking before commencing work in connection with this MoU.

2.6 Nothing in this paragraph 2 of this Schedule shall prevent Homes England:

2.6.1 disclosing any Confidential Information for the purpose of:

- (a) the examination and certification of Homes England's accounts; or
- (b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Homes England has used its resources; or

2.6.2 disclosing any Confidential Information obtained from the private sector parties:

- (a) to any other department, office or agency of the Crown; or
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or
- (c) 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 MoU; or
- (d) to any person engaged in providing any services to Homes England for any purpose relating to or ancillary to this MoU or any person conducting an Office of Government Commerce gateway review

provided that in disclosing information under paragraph 2.7 of this Schedule, Homes England discloses only the information which is necessary to address the request with specific reference to Worcestershire Parkway and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

2.7 Nothing in this paragraph 2 of this Schedule shall prevent any Party from using any techniques, ideas or know-how gained during the performance of the MoU 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.

SCHEDULE 2: FREEDOM OF INFORMATION

1. DEFINITIONS:

- 1.1 **“EIR”** means the Environmental Information Regulations 2004, and any subordinate legislation made under these Regulations Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.2 **“EIR Exception”** means any applicable exception to EIR as provided for in Part 3 of the EIR;
- 1.3 **“Exempted Information”** means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions.
- 1.4 **“FOIA”** means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.5 **“FOIA Exemption”** means any applicable exemption to FOIA as provided for in Part II of the FOIA;
- 1.6 **“Information”** means in relation to:
 - (i) FOIA, the meaning given under section 84 of the FOIA and which is held by Homes England¹ at the time of receipt of an RFI; or
 - (ii) EIR, has the meaning given under the definition of “environmental information” in section 2 of EIR and which is held by Homes England at the time of receipt of an RFI;
- 1.7 **“RFI”** shall have the meaning set out in FOIA or any request for information made pursuant to EIR which may relate to the Proposed Allocation, this MoU, or any activities or business of Homes England.
- 1.8 **“Private Sector Parties”** means those parties other than Homes England that are signatories to this MoU, namely Bellway, Hallam, St. Modwen, Summix WPW, Summix MDB and BSL.

2. FREEDOM OF INFORMATION

- 2.1. The Private Sector Parties acknowledge that Homes England is subject to legal duties which may require the release of information under FOIA and/or EIR and that Homes England may be under an obligation to provide Information subject to an RFI.
- 2.2. Homes England shall be responsible for determining in its absolute discretion whether:

¹ A reference to the Agency is a reference to the Homes and Communities Agency

2.2.1. any Information is Exempted Information or remains Exempted Information; or

2.2.2. any Information is to be disclosed in response to an RFI

and in no event shall the Private Sector Parties respond directly to a RFI which Homes England is required to respond to, except to confirm receipt of the RFI and that the RFI has been passed to Homes England.

2.3. Subject to paragraph 2.4 below, the Private Sector Parties acknowledge that Homes England may be obliged under FOIA or EIR to disclose Information:

2.3.1. without consulting the Private Sector Party/Parties; or

2.3.2. following consultation with the Private Sector Party/Parties and having taken (or not taken, as the case may be) its views into account.

2.4. Without in any way limiting paragraphs 2.1 and 2.3.2 of this Schedule, in the event that Homes England receives a RFI which concerns the Proposed Allocation, Homes England will, as soon as reasonably practicable, notify the Private Sector Parties.

2.5. The Private Sector Parties will assist and co-operate with Homes England as requested by Homes England to enable Homes England 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) provide all such assistance as may be required from time to time by Homes England to enable Homes England to comply with its obligations to disclose Information.

2.6. Nothing in this Agreement will prevent Homes England 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.

SIGNED for and on behalf of BELLWAY HOMES LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of HALLAM LAND MANAGEMENT LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of HOMES AND COMMUNITIES AGENCY

In the presence of

Authorised Signatory

Print name: Margaret Harris

.....
.....

C87719

SIGNED for and on behalf of ST. MODWEN DEVELOPMENTS LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of SUMMIX WPW DEVELOPMENTS LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of SUMMIX MDB DEVELOPMENTS LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of BSL STRATEGIC LIMITED

Signature:

Name:

Position: