**SCHEDULE 4**

**HIGHWAYS WORKS**

In this Deed (including the recitals, the boilerplate and the Schedules) the following words and expressions shall unless the context otherwise requires have the meanings ascribed to them below:

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| “**Engineer**” | means the Council’s Highways Engineer for the time being; |
| “**Highway Agreement**” | means one or more agreements to be entered into between the Council and the Owner pursuant to sections 38 and/or 278 of the 1980 Act (as appropriate) and other powers relating to the Highway Works; |
| “**Highway Works**” | means the works to the public highway to serve the needs of the Development to be specified in the Highway Agreement and which may include:1. works to widen the existing vehicle crossover from Horn Lane;
2. the provision of a raised “Copenhagen-style” crossing over the vehicle crossover from Horn Lane;
3. works to repave the footway to the front of the Site;
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| “**Post-completion Survey**” | means the survey to identify the condition of the highways and footways at Horn Lane, Acton adjoining to or abutting the Development following Substantial Completion of the Highway Works;  |
| “**Repair and Reinstatement Payment**”  | means the sum to be paid by the Owner to the Council amounting to the estimated reasonable costs of the Council to carry out all necessary repair and reinstatement works to the footways and highways at Horn Lane, Acton damaged as a consequence of access to and from the Property by demolition/construction traffic associated with the Development and FOR THE AVOIDANCE OF DOUBT:1. such sum shall be determined by the Council by reference to the Schedule of Condition and the Post-completion Survey;
2. the Owner shall not be required to make any payment towards the repair and reinstatement of footways and highways at Horn Lane, Acton to any better condition as identified in the Schedule of Condition approved by the Council pursuant to paragraph 3 of this Schedule;
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| “**Schedule of Condition”**  | means a schedule of condition to identify the condition of the highways and footways at Horn Lane, Acton adjoining to or abutting the Development prior to the Commencement of Development; |
| “**Substantial Completion**” | means substantial completion of the Highways Works as approved in writing by the Engineer (such approval not to be unreasonably withheld or delayed) that enables the Highway Works to be used for the purpose for which these were designed, save for any minor defects and “**Substantially Complete**” or “**Substantially** **Completed**” shall be construed accordingly; |
| “**Surveys**” | means the Schedule of Condition and/or the Post-completion Survey. |

The Owner covenants as follows:

1. Unless otherwise agreed with the Council in writing, not to Occupy the Development unless and until the Owner has entered into the Highway Agreement with the Council.

2. Unless otherwise agreed with the Council in writing, not to Occupy any part the Development to which the Highway Works relate or provide access until the relevant Highway Works are Substantially Completed and can afford safe access to the relevant part of the Development and for the avoidance of doubt the Owner shall not be precluded from Occupying any part of the Development to which the Highway Works do not relate.

3. Not to Commence Development unless and until a Schedule of Condition has been submitted to the Council and approved in writing by the Council PROVIDED THAT in the event that the Council has not written to the Owner confirming whether or not the Schedule of Condition is approved or requires amendment within 20 Working Days after the date on which the said Schedule of Condition is submitted to the Council then the Council shall be deemed to have approved it.

4. Within one month of Substantial Completion of the Highway Works, the Owner shall submit the Post-completion Survey to the Council.

5. Following the submission of the Post-completion Survey to the Council in accordance with paragraph 4 of this Schedule:

(a) within 20 Working Days of receipt of the Post-completion Survey the Council shall notify the Owner in writing whether or not it assesses a Repair and Reinstatement Payment to be payable and the amount of any such payment (the “**Payment Notice**”);

(b if the Payment Notice advises that a Repair and Reinstatement Payment is payable, then within the 20 Working Days of receipt of the Council’s Payment Notice, the Owner shall notify the Council in writing whether the amount specified in the Payment Notice is agreed;

(c) if the Owner does not agree the amount of the Repair and Reinstatement Payment specified in the Payment Notice, then either Party may refer the issue for determination under Clause 13 (Dispute Provisions) of this Deed;

(d) should the Repair and Reinstatement Payment (as agreed in accordance with paragraph 5(b) of this Schedule or as determined in accordance with Clause 13 of this Deed) be payable, then the Owner shall pay the Repair and Reinstatement Payment within 20 Working Days of the date of any notice served by the Owner in accordance with paragraph 5(c) or any determination in accordance with Clause 13 of this Deed.

 6. Prior to the carrying out of any Surveys, the Owner shall:

(a) submit details of the extent and nature of the Surveys to the Council for approval and shall not carry out any Surveys until the Council’s approval has been obtained PROVIDED THAT in the event that the Council has not written to the Owner confirming whether or not the submitted details are approved or require amendment within 20 Working Days after the date on which the said details are submitted to the Council then the Council shall be deemed to have approved the submitted details;

 (b) give the Council seven days’ prior notice of the carrying out of the Surveys.