

DATED 17 MAY 2023

UTTLESFORD DISTRICT COUNCIL
and
ESSEX COUNTY COUNCIL
and
KIER VENTURES LIMITED

Section 106 agreement relating to the Land West of Thaxted Road, Saffron
Walden

Peter Holt Chief Executive

Ref: S62A/2022/0014



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This DEED is made on the _____ day of _____ two thousand and twenty-three between

- 1** **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as **UDC**) of the first part;
- 2** **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford CM1 1QH (hereinafter referred to as **ECC**) of the second part; and
- 3** **KIER VENTURES LIMITED** (company registration No. 01463192) whose registered office is at 2nd Floor Optimum House, Clippers Quay Salford M50 3XP (hereinafter referred to as the **Owner**) of the third part.

Recitals

- a) UDC and ECC are the Local Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated.
- b) ECC is the local authority for statutory age education and pre statutory age education and childcare and the local highway authority within the District in which the Land is situated and is also the local library authority for the provision of library services under the 1964 Act and ECC is required to provide a comprehensive and efficient service for all persons resident working or studying in in the area in which the Land is located.
- c) The Owner is registered at HM Land Registry as proprietor of the Land with freehold title under the Title Number EX486647.
- d) The Owner has made the Planning Application to the Secretary of State pursuant to section 62A of the 1990 Act and is proposing to carry out the Development.
- e) The Planning Application was heard by an inspector appointed by the Secretary of State at a hearing on 28 April 2023 and in the event the inspector or the Secretary of State decides to grant the Planning Permission the Owner agrees that the Planning permission should be granted subject to the planning obligations in this agreement.

1. INTERPRETATION

1.1 Definitions:

"the 1972 Act"	means the Local Government Act 1972
"1964 Act"	means the Public Libraries & Museums Act 1964
"the 1980 Act"	means the Highway Act 1980
"the 1990 Act"	means the Town & Country Planning Act 1990
"the 1999 Act"	means the Contracts (Rights of Third Parties) Act 1999
"the 2011 Act"	means the Localism Act 2011
"Additional First Homes Contribution"	<p>means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 4.10 and 4.12 of Part 2 of Schedule 2, the lower of the following two amounts:</p> <p>(a)30% of the proceeds of sale; and</p> <p>(b)the proceeds of sale less the amount due and outstanding to any First Homes Mortgagee under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Homes Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.</p>
"Affordable Housing"	means subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF that will be available to persons who cannot afford to buy or rent housing generally available on the open market

"Affordable Land"	Housing	means the land on which the Affordable Housing Units will be constructed in accordance with the Permission
"Affordable Units"	Housing	means the Affordable Housing to be constructed on the Affordable Housing Land as required by this Deed
"Affordable Units"	Rented	means rented housing provided by an Approved Body that has the same characteristics as social rented housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to those in identified housing need at a rent of up to 80% of local market rents inclusive of service charges
"Affordable Scheme"	Housing	means the provision of Affordable Housing Units for the Development of at least 40%. The type and mix of Affordable Housing Units are to be agreed between UDC and the Owner prior to the submission of the relevant applications for Reserved Matters Approval
"Allocations Policy"		means the Council's Allocations Policy dated June 2021 (an extract of which is appended at Annex A) or any subsequent Allocations Policy replacing the policy of June 2021
"Approved Body"		means any registered provider registered with the Homes England or successor organisation, any body organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by the Homes England or any other body organisation or company approved by UDC and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
"Armed Member"	Services	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Annual Traffic Counts"		shall mean the collection of travel data from all entry and exit points to the development including pedestrian and cycle routes leading to a service or

amenity where a lower traffic generation rate has been agreed based on the fact that there will be travel planning measures in place to reduce the modal share travelling by car

"Bus Service Contribution"

means the sum of £476,000 (four hundred and seventy six thousand pounds) to which sum the Relevant Bus Service Indexation shall be added

"Car Club"

means a club operated by a Car Club Operator which Occupiers may join and which makes no fewer than one car provided by the Car Club Operator available to hire by Occupiers

"Car Club Contribution"

means the sum of £43,335 (forty-three thousand three hundred and thirty-five) to which the Relevant Sustainable Transport Indexation shall be added to support any existing Car Club in Saffron Walden supported by UDC

"Car Club Credit"

means a credit to the value of £80 (eighty pounds) towards the cost to the end-user Occupier of the use of cars made available by the Car Club

"Car Club Negotiation Notice"

means the notice to be served by the Owners on UDC pursuant to Part 3 of Schedule 2, which shall indicate that the Car Club Negotiation Period has begun.

"Car Club Negotiation Period"

means a period of six months starting with the service by the Owner on UDC of the Car Club Negotiation Notice

"Car Club Operator"

means a company that is accredited by CoMoUK (charity registration number 1093980) to operate a car club or such other company operating a car club as may be agreed between the Owner and UDC

"Car Club Spaces"

means two (2) car parking spaces (all to be equipped with electric vehicle charging points)

"CIL Regulations"

means the Community Infrastructure Levy Regulations 2010 as amended

"Completion Notice"

means the notice served by the Owner on ECC pursuant to Paragraph 2.5 of Schedule 4

"Compliance Certificate"

means the certificate issued by UDC confirming that a Housing Unit is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria

(National) and unless paragraph 6.2 of part 2 of Schedule 2 applies the Eligibility Criteria (Local).

“Cycle (electric) Hire Hub Contribution” means a contribution of £69,000 to which the Relevant Sustainable Transport Indexation shall be added to be used towards the provision of a facility for the parking and charging electric cycles situated in an agreed location to serve the Development and maintenance for minimum period of 5 years

“Cycle (electric) Hire Hub Contribution Purpose” means the use of the Cycle (electric) Hire Hub Contribution to support the provision of electric cycles and incentives for use as part of a wider Saffron Walden scheme secured by UDC and including the provision of six electric cycle parking spaces for the scheme

“Collective Highway Contributions” Means the sum of the Bus Service Contribution and the Highway Contributions

“the Development” means the works authorised by the Permission

“Development Standard” means a standard to fully comply with the following:

- (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015;
- (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by UDC from time to time;
- (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited; and
- (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)

and the same may be amended by written agreement of the Parties in accordance with paragraph 3.1 of Part 2, Schedule 2.

“Discount Market Price” means a sum which is the Market Value discounted by at least 30%

- “Disposal”** means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:
- (a) a letting or sub-letting in accordance with paragraph 5, Part 2, Schedule 2
 - (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner
 - (c) an Exempt Disposal
- and “Disposed” and “Disposing” shall be construed accordingly
- “Dwelling(s)”** means the Housing Units
- “the Early Years and Child Care Contribution”** means the Early Years and Child Care Pupil Product multiplied by the cost generator of seventeen thousand two hundred sixty-eight pounds (£17,268)
- “Early Years and Child Care Purposes”** means the use of the Early Years and Child Care Contribution towards the design (including feasibility work) and or delivery and or provision of facilities for the education and/or care of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within Saffron Walden Shire Ward and or within a 3 mile radius of the Development and including the reimbursement of capital funding for such provision made by ECC in anticipation of the Early Years and Childcare Contribution
- “Early Years and Child Care Pupil Product”** means the sum of the Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09
- “ECC Monitoring Fee”** means a fee of £550 per obligation due to ECC under this Deed and for the avoidance of doubt this is a total of £5,500 (Five Thousand Five Hundred Pounds) (no VAT) towards ECC’s reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed

- "Education Contribution"** means the Early Years and Child Care Contribution the Primary Education Contribution to which sums the Relevant Education Indexation shall be added
- "Education Index"** means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC
- "Education Index Point"** means a point on the most recently published edition of the Education Index at the time of use
- "Education Purposes"** means the Early Years and Child Care Purposes and the Primary Education Purposes
- "Eligibility (National) Criteria"** means in relation to a First Home(s) the criteria set out in Paragraph 1.4 of the First Homes Planning Advice Notice
- "Eligibility (Local) Criteria"** means in relation to a First Home(s) the criteria set out in Paragraphs 4.1 – 4.3 of the First Homes Planning Advice Notice published by UDC and dated 2022 a copy of which is annexed as Annex B
- "Eligible Person"** means a person or persons considered by the Approved Body to be in need of an Affordable Housing Unit who is unable to compete in the normal open market for property in the District of Uttlesford ("the District") and who (or one of whom)
- has lived continuously in the District for the last 3 years and/or
 - either lives outside the District or has lived in the District for less than 3 years but has immediate family members who have lived in the District for the last 5 years and in respect of whom he is receiving or giving substantial ongoing support that cannot be provided from outside the District and/or
 - lives outside the District but has been permanently employed in the District for a minimum of 3 years and works at least 24 hours a week

FOR THE AVOIDANCE OF DOUBT this is not a sequential test and if there are two or more persons who qualify for an Affordable Housing Unit in accordance with one or more of the above criteria the person to be allocated the Affordable Housing Unit shall be chosen in accordance with the Allocations Policy Bands A B C D and E sequentially as shown in the extract from the Allocations Policy appended at Annex A

“Exempt Disposal”

means the Disposal of a First Home in one of the following circumstances:

- a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- d) Disposal to a trustee in bankruptcy prior to sale of the relevant Housing Unit (and for the avoidance of doubt Schedule 2, Part 2, Paragraph 6 shall apply to such sale)

PROVIDED THAT in each case other than (d) the person to whom the Disposal is made complies with the terms of Schedule 2, Part 2, Paragraph 5,

“First Home(s)”

means a Housing Unit which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

“First Homes Mortgagee”

means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First

Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home

"First Homes Owner"

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- a) the Owner; or
- b) another owner or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

the freehold a tenant or sub-tenant of a permitted letting

"First Homes Planning Advice Notice"

means the First Homes Planning Advice Notice published by UDC and dated 2022 a copy of which is annexed to this Deed as Annex B

"First Homes Scheme"

means a plan showing 25% of the Housing Units for which Reserved Matters Approval has been granted that will be First Homes

"First Time Buyer"

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

"Flat"

means a Housing Unit that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Housing Unit and no other persons

"General Index"

means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC and agreed in writing with the Owner

"General Index Point"

means a point on the most recently published edition of the General Index at the time of use

"Healthcare Contribution"

shall mean the sum of £219,640 (Two Hundred and Nineteen Thousand Six Hundred and Forty Pounds) Index-Linked to mitigate the capital cost to the NHS for the provision of additional healthcare services

arising directly as a result of the Development and which is to be spent on Gold Street Surgery and Crocus Medical Practice in Saffron Walden

“Highway Contributions” means the following sums for off-site highway works:

- £465,000 (Four Hundred Sixty Five Thousand Pounds) to which sum the Relevant Highway Indexation shall be added for works to facilitate Active Travel Improvements to the Peaslands Road and Mount Pleasant Road corridor and links to existing residential development, key facilities and the town centre or for such other equivalent works as identified by a neighbourhood development plan or a local cycling and walking infrastructure plan;
- £120,000 (One Hundred Twenty Thousand Pounds) to which sum the Relevant Highway Indexation shall be added for works to facilitate pedestrian and cycle routes local to the Development or for such other equivalent works as identified by a neighbourhood development plan or a local cycling walking and infrastructure plan; and
- all such works to include any necessary alterations to and reinstatements of existing highways and statutory undertakers equipment to the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or required as a result of ECC's Inspection.

“Highway Index” Highway Index mean the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

“Highway Index Point” means a point on the most recently published edition of the Highway Index at the time of use

“Highway Works”

means the works shown in principle on drawing numbers 22078/006 Rev D, 22078/007 Rev B, 22078/009 and 22078/010 including all necessary works including safety audits, any relocation or provision of signage, lighting, associated resurfacing or works to the existing carriageway to facilitate widening and Traffic Regulation Orders to be carried out entirely at the developer’s expense. The works shall include:

- a) works to the existing traffic signal junction of Thaxted Road and Cardamon Road as shown in principle on submitted drawings 22078/006 Rev D and 22078/007 Rev B to form a fourth arm for vehicular access to the Development with associated alterations to cycle and pedestrian crossing facilities;
- b) works to enable the shared use of the footway by cyclists and pedestrians between Peaslands Road and Knight Retail Park on the west of Thaxted Road;
- c) Provision of signalised access, ~~turning and parking~~ as shown in principle on submitted drawing 22078/006 Rev D and 22078/007 Rev B E shall be provided, including a carriageway of minimum width (at junction) of 7.3m, a footway minimum width 2m and shared pedestrian/cycleway minimum effective width 3.5m, toucan crossings on the access road and the northern arm of Thaxted Road, the junction signals shall include capability to link it to any current or future signals in the vicinity, provision of MOVA and a clear to ground visibility splays in accordance with the speed of the road in both directions, as measured from and along the nearside edge of the carriageway. The ~~turning, parking and access with associated~~ vehicular visibility splays shall be retained free of any obstruction at all times thereafter;
- d) the provision of a Pegasus crossing of Thaxted Road, including visibility splays in accordance the speed of the road, to link public right of way, byway 44/18 to the proposed greenway within the Land and proposed footway cycleway. The

visibility splays shall be retained free of obstruction at all times thereafter;

- e) the provision of a footway/Cycleway on the western side of Thaxted Road of minimum effective width 3.5m, to link onto Peaslands Road to the north and at least to the proposed Pegasus crossing to the south and a footway of minimum width 2m to continue south to the bus stop opposite Knights Retail Park. For the avoidance of doubt such cycleway to include full depth construction/reconstruction of any existing footway and surfacing of the entire width of the cycleway to the satisfaction of the Local Planning Authority;
- f) the provision of two new bus stops on Thaxted Road north of the access as shown in principle on drawing number 22078/006 Rev D which shall comprise (but not be limited to) the following facilities: shelters; seating; raised kerbs; bus stop markings; poles and flag, timetable casings and real time information;
- g) the upgrade of the bus stop on Winstanley Road known as Tukes Way (adj) with raised kerb (as shown in principle on drawing number 22078/009);
- h) the upgrade of stop known as The Glebe and a new partner stop with a new Essex Standard pole, flag and timetable frame. Raised and dropped kerbing and bus stop clearway markings (as shown in principle on drawing number 22078/010);
- i) works to the existing traffic signal junction of Thaxted Road and Cardamon Road as shown in principle on submitted drawings 22078/006 Rev D and 22078/007 Rev B to form a fourth arm for vehicular access to the Development with associated alterations to cycle and pedestrian crossing facilities;
- j) works to enable the shared use of the footway by cyclists and pedestrians between Peaslands Road and Knight Retail Park on the west of Thaxted Road; and

all such works to include any necessary alterations to and reinstatements of existing highways and statutory undertakers equipment to the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or required as a result of ECC's Inspection.

“Highway Works Agreement”

means an agreement or agreements entered into pursuant to all powers enabling the parties and in particular to Sections 38, 72 and 278 of the 1980 Act and Section 33 of the 1982 Act to regulate the carrying out of the Highway Works and the agreement shall include but not be limited to:

- a) the securing of a bond to ensure that third party funds are available to complete the Highway Works to the reasonable satisfaction of ECC
- b) the payment of ECC's works inspection fees, the maintenance payments, special traffic regulation orders fees, supervision fees and any other such fees as ECC shall require
- c) payment of ECC's legal and other fees associated with the drafting negotiating and completion of the Highway Works Agreement
- d) the preparation and advance approval of works drawings and traffic management measures
- e) the certification and maintenance of the Highway Works
- f) the regulating of the issue of the works licence to enable the Highway Works to be carried out
- g) the securing of a bond relating to both Land Compensation Act 1973 matters and Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988 (SI1988/2000) and any other indemnity and bonds for liability issues as ECC shall require
- h) clauses dealing with dedication and adoption of land as public highway

- i) the standards and procedures for carrying out the Highway Works; and
 - j) traffic regulation orders and statutory processes
- “Homes England”** means the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation
- “Housing Units”** means a house, self-contained flat, bungalow, maisonette or other domestic property to be constructed in accordance with the Permission or created by conversion of an existing building on the Land being the Affordable Housing Units the Open Market Housing Units and the First Homes
- “House”** means a Housing Unit that does not meet the definition of a Flat
- “Income Cap (Local)”** means the Income Cap (National) or such other local income cap as may be published from time to time by UDC and is in force at the time of the relevant Disposal of the First Home it being acknowledged that at the date of this agreement UDC has not set an Income Cap (Local)
- “Income Cap (National)”** means eighty thousand pounds (£80,000)
- or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home
- “Implementation”** mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Permission PROVIDED ALWAYS for the purposes of this Agreement Implementation shall exclude:
- a. Land survey
 - b. ecological survey
 - c. archaeological survey
 - d. remediation
 - e. erection of fences or hoardings in association with securing the Land

- f. investigations of ground conditions
- g. remedial works in respect of construction or other adverse ground conditions
- h. Land access formation works

and Implement and Implemented shall mutatis mutandis be construed accordingly

“Implementation Date”	means the date specified by the Owner to UDC and ECC in a written notice served upon UDC and ECC as the date upon which the Development authorised by the Permission is to be commenced or if no such notice is served the date of Implementation
“Index”	mean the Index of Retail Prices compiled and published by His Majesty’s Government from time to time
“Index-Linked”	means that the sum shall be changed by an amount equal to the change in the Index
“Land”	means land West of Thaxted Road, Saffron Walden shown edged red on Plan 1
“Leaseholder”	means the person or persons to whom an Affordable Housing Unit sold as a Shared Ownership Unit shall be allocated in accordance with this agreement
“Library Contribution”	means the sum of £77.80 per Dwelling constructed to which the Relevant Library Indexation shall be added
“Library Contribution Purposes”	means the use of the Library Contribution towards the improvement, enhancement and extension of current library facilities and services.
“Library Index”	means the General Index
“Library Index Point”	means a point on the most recently published edition of the Library Index at the time of use.
“Management Company”	means a private limited company established to provide the ongoing management and maintenance of the Public Open Space and SuDS scheme within the Development

“Market Value”	means the open market value as assessed by a Valuer of a Housing Unit as confirmed to UDC by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
“Monitoring Fee”	mean the sum of £15,184 (Fifteen Thousand One Hundred Eighty Four Pounds) to reflect UDC planning officer time in monitoring compliance with this agreement by the Owner which will include but not be limited to: <ul style="list-style-type: none">• recording of payments• proof of expenditure• meetings• all correspondence – site visits• data entry
“Mortgagee”	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or charge
“Nominated Person”	means a person or persons nominated by UDC from their housing register to be offered an Affordable Housing Unit by the Approved Body in order of priority under the Band Criteria in Schedule 6
“NPPF”	the National Planning Policy Framework published by the Ministry of Housing Communities and Local Government and dated July 2021 or any replacement statement guidance note or circular which may amend supplement or supersede it
“Occupation”	means occupation of a building constructed as part of the Development of the Land for the purposes permitted by the Permission and shall not include day

time occupation by personnel involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the storage of plant and material and **“Occupy” “Occupied” and “Occupier”** shall be construed accordingly

“Open Market Housing Units” means the Housing Units to be constructed in accordance with the Permission which are not Affordable Housing Units or First Homes

“Payment Notice” means a written notice advising of a proposed payment served pursuant to paragraph 2.4, part 1, schedule 4

“the Permission” means the planning permission granted pursuant to the Planning Application

“Plan 1” shall mean the plan showing the Land marked ‘Plan 1’ at Schedule 1

“the Planning Application” means the application made by the Owner to the Planning Inspectorate (acting on behalf of the Secretary of State) under reference number S62A/2022/0014 for the Development of up to 170 Housing Units with access from Thaxted Road with all other matters reserved

“Practical Completion” means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied

“Price Cap” means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

“Primary Education Contribution” means the Primary Pupil Product multiplied by the cost generator of seventeen thousand two hundred sixty-eight pounds (£17,268)

“Primary Education Purposes” means the use of the Primary Education Contribution towards the design (including feasibility work) and or delivery and or provision of facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special

educational needs within Uttlesford Primary Group 2 and or within a 3 mile radius of the Development and including the reimbursement of capital funding for such provision made by ECC in anticipation of the Primary Education Contribution

“Primary Pupil Product” means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3

“Public Open Space” means the land within the Development to be provided in accordance with Reserved Matters Approval landscaped and made available for the public and in accordance with Schedule 2, part 4 of this Deed

“Public Open Space Maintenance Contribution” means the sum to be agreed between the Parties to maintain the Public Open Space for five (5) years Index Linked from the date of the Permission to the date of payment

“Qualifying Flats” means the number of Flats that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms

“Qualifying Houses” means the number of Houses that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms

“Reasonable Endeavours” mean that it is agreed by the Owner, UDC and ECC that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to the other terms of this Agreement such party will attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect: in the case of the Owner of a competent landowner In the context of the Development on the Land; and In the case of ECC and UDC, of a competent local planning authority acting reasonably in the context of its statutory functions PROVIDED THAT it shall not include all reasonable or best endeavours

“Relevant Bus Service Indexation” means the amount that Owner shall pay with and in addition to each part of the Bus Service Contribution paid that shall in each case equal a sum calculated by taking the amount of each of the Bus Service Contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Index Point pertaining to November 2022 and the date payment is made to ECC.

“Relevant Education Indexation” means the amount that the Owner shall pay with and in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change shown by the Education Index between the Education Index Point at January 2020 and the Education Index Point pertaining to the date the payment is made to ECC

“Relevant General Indexation” means the amounts that the Owner shall pay with and/or agree in addition to each part of the fee or sum set out under paragraphs 7.2 of Schedule 4 that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change shown in the General Index between the General Index Point pertaining to January 2020 and the date payment is made to ECC

“Relevant Highway Indexation” means the amount that the Owner shall pay with and in addition to the Highway Contributions paid that shall equal a sum calculated by taking the amount of the Highway Contributions being paid and multiplying this amount by the percentage change shown in the Highway Index between the Highway Index Point pertaining to April 2023 and the Highway Index Point pertaining to the date the payment is made ECC

“Relevant Library Indexation” means the amount that the Owner shall pay with and in addition to the Library Contribution that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to April 2020 and the date payment is made to ECC

“Relevant Sustainable Travel Indexation”		means the amount that Owner shall pay with and in addition to each part of the Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Index Point pertaining to November 2022 and the date payment is made to ECC
“Reserved Approval”	Matters	means an approval of all other matters pursuant to the Permission
“SDLT”		means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
“Secretary of State”		means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
“Sterling Index Average Rate”	Overnight (SONIA) Rate”	means an assessment of the rate of interest ECC can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which banks are willing to borrow sterling overnight from other financial institutions and other institutional investors or such other rate as ECC considers appropriate and SONIA Rate shall be construed accordingly
“Shared Units”	Ownership	means 5% of the Affordable Housing Units which will be offered on Shared Ownership Terms by the Owner to persons in need of Affordable Housing in accordance with Part 1, Schedule 2
“Shared Terms”	Ownership	means the Shared Ownership Unit is let: a) In accordance with ‘shared ownership arrangements’ within the meaning of section 70(4) of the Housing and Regeneration Act 2008; and b) On a lease in the form of the Homes England standard lease on terms where: l. the percentage of the value of the Shared Ownership Unit paid as a premium on the day on which a lease is granted under the shared ownership arrangement does not exceed 75 per cent of the market value (where the market value at any time is the price which the Shared

- Ownership Unit might reasonably be expected to fetch if sold at that time on the open market);
- II. on the day on which a lease is granted under the shared ownership arrangements, the annual rent payable is not more than three per cent of the value of the unsold interest; and
 - III. in any given year the annual rent payable does not increase by more than the percentage increase in the CPI for the year to September immediately preceding the anniversary of the day on which the lease was granted plus one per cent.

“Sustainable Index”	Travel	means the Consumer Price Index (“CPI”) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC
“Travel Plan”		means a working plan to be implemented in respect of the Development to include reasonable measures to ensure sustainable means of travel are available to new residents of the Development in accordance with the requirements of the National Planning Policy Framework (and shall include but not be limited to such measures amended and supplemented from time to time under the provisions of this Deed and based on the results of the Annual Traffic Counts and Travel Surveys) including but not limited to the objectives in the Initial Travel Plan
“Initial Travel Plan”		means the residential travel plan dated February 2023 (submitted March 2023) produced by Milestone Transport Planning Limited and submitted as part of the Planning Application annexed at Schedule 7
“Travel Plan Ordinator”	Co-	means a member of staff or consultant appointed by the Owner with appropriate skills and budgetary provision and resources to fulfil the role of the Travel Plan Co-Ordinator as described in the job descriptions for the role.
“Travel Plan Monitoring Fee”		means the non-refundable sum of one thousand five hundred ninety six pounds (£1,596) plus Relevant Sustainable Travel Indexation payable towards the monitoring by ECC of the

implementation of the Travel Plan by the Travel Plan Co-Ordinator to ensure that (a) monitoring is conducted in line with Travel Plan monitoring protocols and (b) the Travel Plan remains an “active” document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel

“Travel Information Pack” means a specific district or borough tailor-made booklet aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel, and shall contain the following:

- Guidance and promotional material on the use of sustainable modes of travel
- Details on walking, cycling, trains, buses, taxis, car sharing, car clubs, electric vehicles, school transport, and personalised journey planning services
- Reference to travel websites, resources and support services for each mode of travel, information provided by county, district and or borough councils
- Details of local travel campaigns and networking/support groups

“Travel Surveys” means a questionnaire approved by ECC, undertaken as appropriate under the terms of the Travel Plan to identify the main modes of travel used by residents and visitors for journeys to and from the Land where a lower traffic generation rate has been agreed based on the fact that there will be travel planning measures in place to reduce the modal share travelling by car

“Travel Vouchers” means tickets/passes/credits or other means of accessing transport or journey planning information as agreed with ECC including the following as a minimum (either six carnet or scratch card bus tickets per household that can be used by each eligible member of the household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) and/or (My PTP credits to

access an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information) PROVIDED THAT the cost of the Travel Vouchers shall not exceed £100 (one hundred pounds) per Housing Unit

- “Unit Mix”** means the number of Qualifying Flats and the number of Qualifying Houses and the number of Dwellings that by definition shall not be counted as Qualifying Flats or Qualifying Houses
- “Valuer”** means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
- “Wheelchair Accessible Units”** means the Housing Units designed to meet the requirements of Part M, Category 3 (Wheelchair user dwellings) M4(3)(2)(B) of Schedule 1 (paragraph 1) of the Building Regulations 2010 (as amended) and which, so far as is appropriate, are constructed in accordance with the relevant guidance contained within approved document part M (March 2015) or subsequent equivalent or similar replacement guidance.
- “Working Days”** shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year’s Day

2. Enabling Powers and Obligations

- 2.1 This agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act.
- 2.2 Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC and ECC.
- 2.3 No person shall be liable for a breach of a covenant, obligation or restriction relating to any part of the Land in which it has no interest at the date of the breach but without

prejudice to liability for any breach occurring at a time when the party held an interest in the relevant part of the Land.

3. Obligations undertaken by the Owner

3.1 With the intent that the Land shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this agreement shall be enforceable against the Owner and its successors in title the Owner covenants with UDC and ECC to:

3.1.1 observe and comply with the obligations contained in this Deed and to the Schedules of this Deed;

3.1.2 pay to ECC its reasonable legal fees associated with the drafting negotiating and completion of this Deed before completion; and

3.1.3 pay UDC its legal fees associated with the drafting negotiating and completion of this Deed before completion not to exceed the sum of three thousand pounds (£3,000).

3.2 The liability of the Owner under this agreement shall cease once it has parted with its interest in the Land or any relevant part thereof (in which event the obligations of the Owner under this agreement shall cease only in relation to that part or those parts of the Land which is or are transferred by it) but not so as to release them from liability for any breaches hereof arising prior to the transfer

4. Obligations Undertaken by UDC

4.1 UDC covenants with the Owner to observe and perform the restrictions and obligations contained in paragraph 1, Schedule 3.

5. Obligations Undertaken by ECC

5.1 ECC covenants with the Owner to observe and comply with the obligations contained in this Deed and to the Schedules of this Deed.

6. Conditionality

6.1 Subject to Clause 6.2, this agreement will take effect on delivery.

6.2 Other than the obligations in Clauses 3.1.2 and 3.1.3, the planning obligations are conditional on, and will not take effect until, the grant of the Permission.

7. Notice of Implementation

7.1 The Owner will give UDC not less than 20 Working Days' notice of its intention to Implement the Permission specifying the intended Implementation Date.

7.2 Forthwith upon Implementation the Owner will give UDC notice of Implementation.

8. Provisos and Interpretation

8.1 No provision of this agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of its statutory functions or otherwise.

8.2 If any provision of this agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

8.3 No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default.

8.4 Any provision contained in this agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed.

8.5 The headings in this agreement do not affect its interpretation.

8.6 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this agreement.

8.7 Unless the context otherwise so requires:

8.7.1 references to UDC the Owner include its permitted successors and assignees;

8.7.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and

8.7.3 references to any gender include both genders.

9. Agreements and Declarations

9.1 The obligations contained in Schedules 2, 4 and 5 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedules 2, 4 and 5) and in the event that the Permission is not implemented and expires the obligations contained in Schedules 2, 4 and 5 shall absolutely cease and determine without further obligation upon the Owner or their successors in title.

9.2 The obligations contained in Schedules 2, 4 and 5 shall absolutely cease and determine without further obligation upon the Owner or its successors in title if the Permission is revoked, quashed, is modified without the consent of the Owner expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission.

9.3 Nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission).

9.4 The obligations under this agreement shall not be enforceable against

9.4.1.1 persons who purchase or take leases of the Housing Units other than in respect of restrictions on the use of the Affordable Housing Units (or their successors in title chargees mortgagees or receivers) nor;

9.4.1.2 any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function.

9.5 This agreement constitutes a Local Land Charge and shall be registered as such by UDC provided that UDC will upon the happening of any of the eventualities referred to in paragraphs 9.1 and 9.2 of this Part or upon the determination of this agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this agreement.

9.6 If the Secretary of State or the Planning Inspector, in its Decision Letter, concludes that any of the planning obligations set out in the agreement are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the CIL Regulations, and accordingly attached no weight to that obligation in determining the Planning Application then the relevant obligation shall, from the date of the decision letter, cease to have effect and the Owner shall be under no obligation to comply with them.

10. Exclusion of the 1999 Act

10.1 For the purposes of the 1999 Act it is agreed that nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement.

11. Notices

11.1 Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office

11.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this agreement to be made which are addressed

11.2.1 to UDC shall be addressed to the Assistant Director Planning and Building Control of that Council;

11.2.2 for ECC marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH AND to [REDACTED] and

11.2.3 to the Owner shall be addressed to [REDACTED] and to Vicky Squibb and Lee Howard at Kier Group Plc, 6 Cavendish Pl, London W1G 9NB.

12. Entire Agreement

12.1 This agreement, the schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter.

13. Monitoring Fee

13.1 Upon Implementation the Owner will pay the Monitoring Fee to UDC.

13.2 Prior to Implementation the Owner will pay ECC Monitoring Fee to ECC

13.3 The Owners agree not to be reimbursed in the event that the Monitoring Fee and or ECC Monitoring Fee is not expended by UDC and or ECC.

14. Determination of Disputes

14.1 Subject to clause 14.7, if any dispute arises relating to or arising out of the terms of this Agreement, ECC or the Owner may give to the other written notice requiring the dispute to be determined under this clause 14. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute

14.2 For the purposes of this clause 14 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Land

14.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 14.4.

14.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of

Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).

14.5 The Specialist is to act as an independent expert and:

14.5.1 each party may make written representations within fifteen Working Days of his appointment and will copy the written representations to the other party;

14.5.2 each party is to have a further fifteen Working Days to make written comments on the other's representations and will copy the written comments to the other party;

14.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

14.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

14.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

14.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

14.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 14 including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist

14.7 This clause 14 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

15. Jurisdiction

15.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales; and the courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

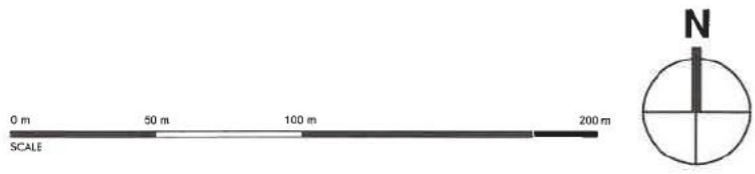
IN WITNESS WHEREOF the parties hereto have executed this agreement as a deed and it is delivered on the day and year before written

Schedule 1
Site Plan – the Land

Designed by: *Liz Thomas*
 Drawn by: *Emma Furlong*



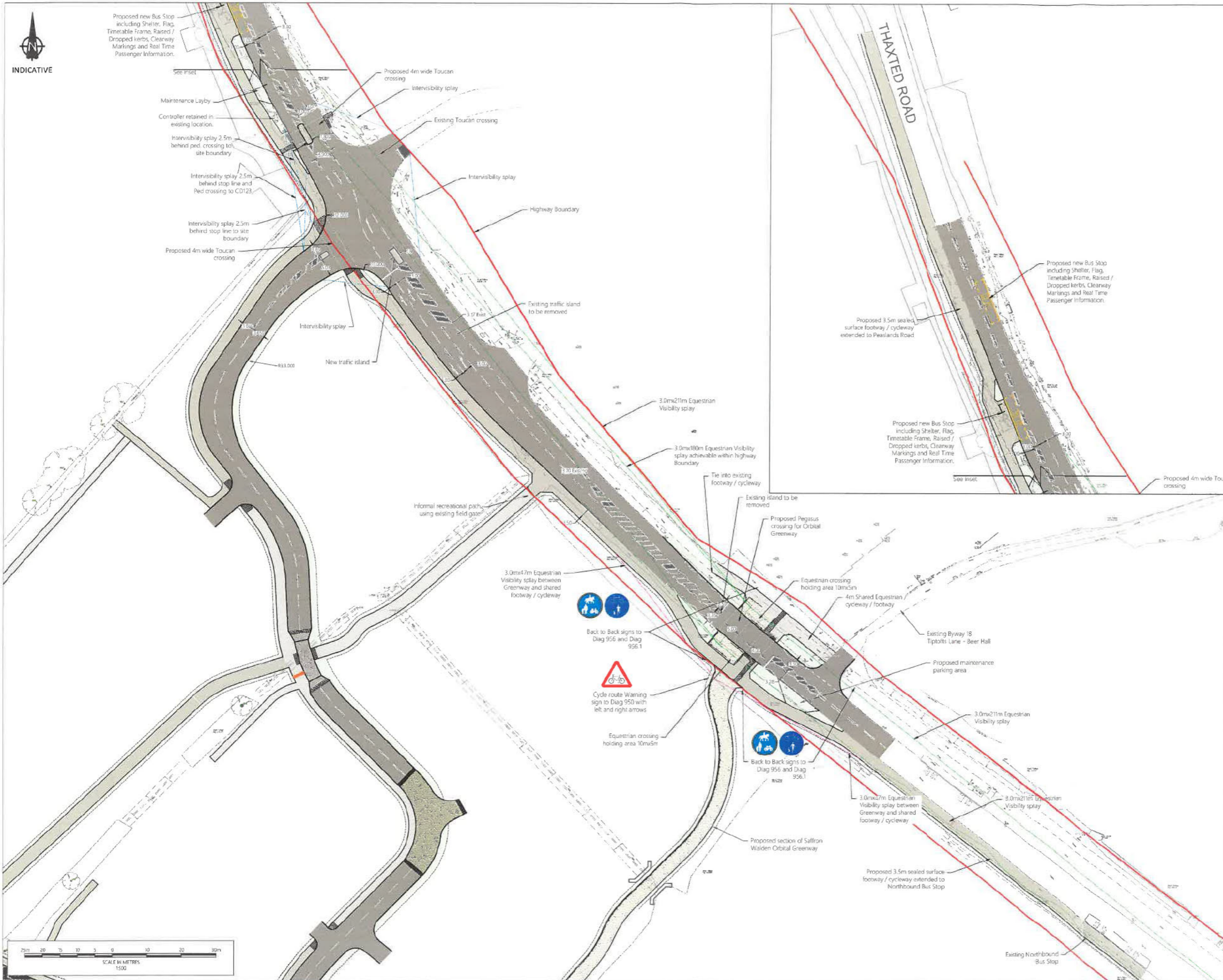
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Client: Kier Group	Drawing Title: Location Plan		Project No:	Client:	Dwg No:	Status:	Rev:
Project: Land South of Saffron Walden	Scale: 1:1250 @ A1		3118	A	1000	PR	C
Revision:	Drawn:	Check:	Date:				
A RB	JH	JH	26 03 22				
B RB	JH	JH	21 05 22				
C MP	JH	JH	07 11 22				

**Schedule 1A
The Highway Works**

- 22078/006 Rev D 'Site Access Arrangements'
- 22078/007 Rev B 'Site Access Arrangements'
- 22078/009 'Bus Stop Improvements – Winstanley Road (Tukes Way)
- 22078/010 'Bus Stop Improvements – Ross Close (The Glebe)



- Notes**
1. Do not scale from this drawing. All dimensions shown are in metres unless noted otherwise.
 2. This drawing has been based upon topographical survey information produced by CD Surveys Ltd and Milestone Transport Planning cannot be held responsible for any discrepancies which may arise because of it.



Ordnance Survey Licence number: 100057360

Drawing Revisions

Rev.	Dir.	Date	Details	CHK.
-	BM	08/02/2023	First issue	MS
A	BM	08/02/2023	Layout amended	MS
B	BM	13/02/2023	Layout amended	MS
C	BM	17/02/2023	Shading added	MS
D	BM	20/02/2023	Amended following Stage 1 RSA	MS

Client: Kier Ventures Limited

Project: Land West of Thaxted Road, Saffron Walden

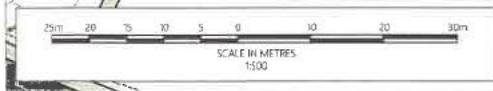
Title: Site Access Arrangements

MILESTONE
 Abbey House, 282 Farnborough Rd, Farnborough, Hants GU14 7NA
 Tel: 01883 397888
 Gateshead BC, Mulgrave Terrace, Gateshead, NE8 1AN
 Tel: 0191 338 7220
 web: www.milestonetp.co.uk

Drawing Number: 22078/006

Scale: 1:500 @ A1

Revision: D





Proposed 3.5m sealed surface footway / cycleway extended to Peaslands Road

Proposed new Bus Stop including Shelter, Flag, Timetable Frame, Raised / Dropped kerbs, Clearway Markings and Real Time Passenger Information.

Maintenance Layby

Controller retained in existing location.

Intervisibility splay 2.5m behind ped. crossing to site boundary

Intervisibility splay 2.5m behind stop line and Ped crossing to CD123

Intervisibility splay 2.5m behind stop line to site boundary

Intervisibility splay

New traffic island

Intervisibility splay

Intervisibility splay

Highway Boundary

Existing traffic island to be removed

3.0m Vis

- Notes
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Key

	Carrageway
	Footway
	Cycleway
	Multi-User Route
	Verge

Ordinance Survey Licence number: 10/05/360

Rev.	Dim.	Date	Details	Chk.
A	BM	06/02/2023	Final issue	MS
B	BM	06/02/2023	Layout amended	MS
B	BM	17/02/2023	Shading added	MS

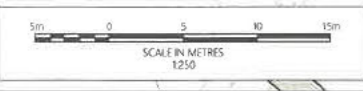
Client: Kier Ventures Limited

Project: Land West of Thaxted Road, Saffron Walden

Title: Site Access Arrangements

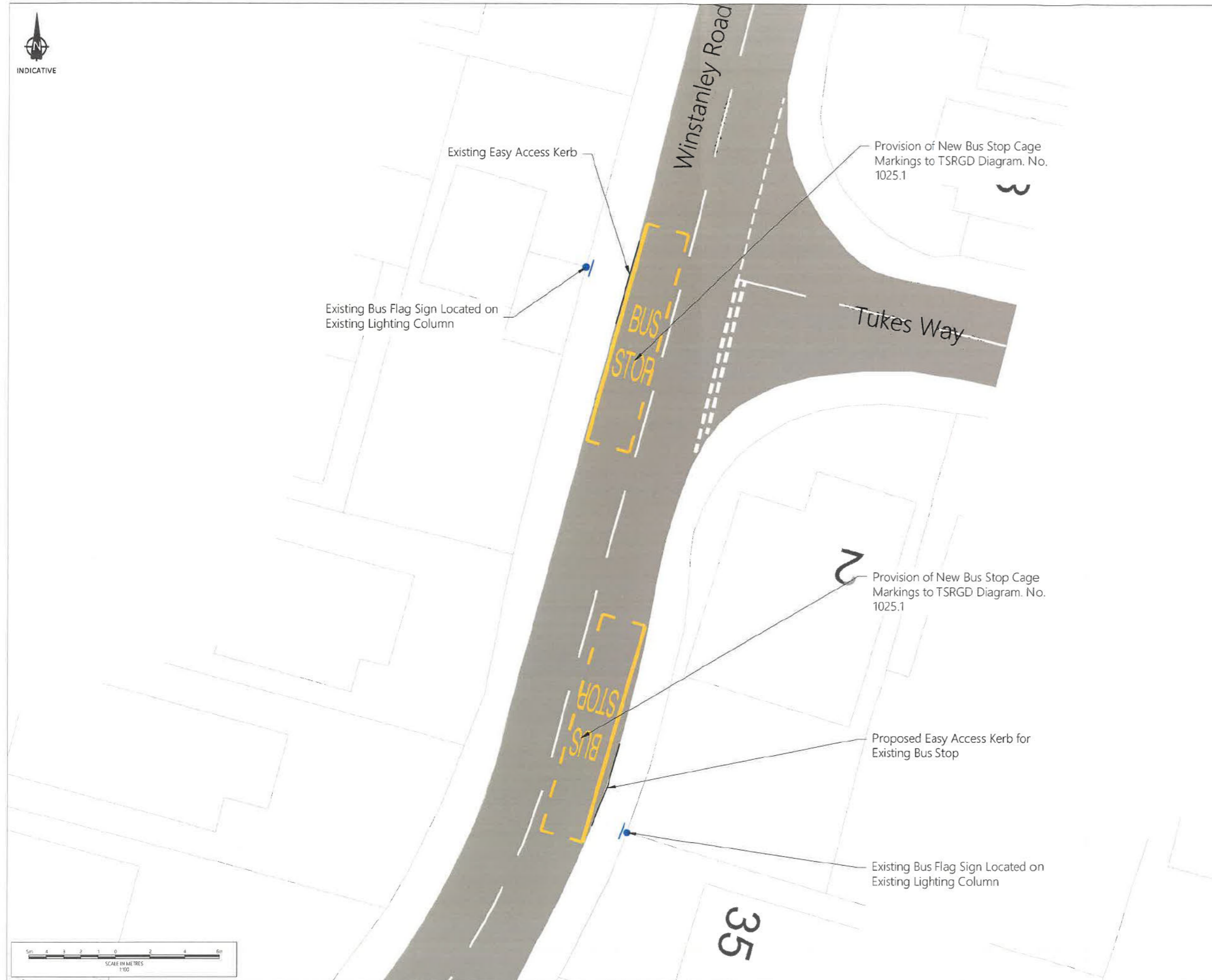
MILESTONE
 Abbey House, 282 Farnborough Rd, Farnborough, Hants GU14 7NA
 Tel: 01483 397888
 Gateshead IBC, Mulgrave Terrace, Gateshead, NE8 1AN
 Tel: 0191 338 7220
 web: www.milestoneplanning.co.uk

Drawing Number: 22078/007	Scale: 1:250 @ A1
Revision: B	





INDICATIVE



Notes

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Ordnance Survey Licence number: 100627360

Drawing Revisions

Rev.	Orn.	Date	Detail	Chk.
1	ABM	17/02/2023	First issue	MS

Client

Kier Ventures

Project

Land West of Thaxted Road, Saffron Walden

Title

Bus Stop Improvements – Winstanley Road (Tukes Way)



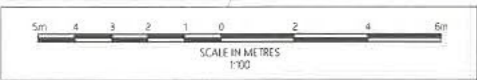
Abbey House, 282 Farnborough Rd, Farnborough, Hants GU14 7NA
 Tel: 01483 397888
 Gateshead IBC, Mulgrave Terrace, Gateshead, NE8 1AN
 Tel: 0191 338 7220
 web: www.milestonetp.co.uk

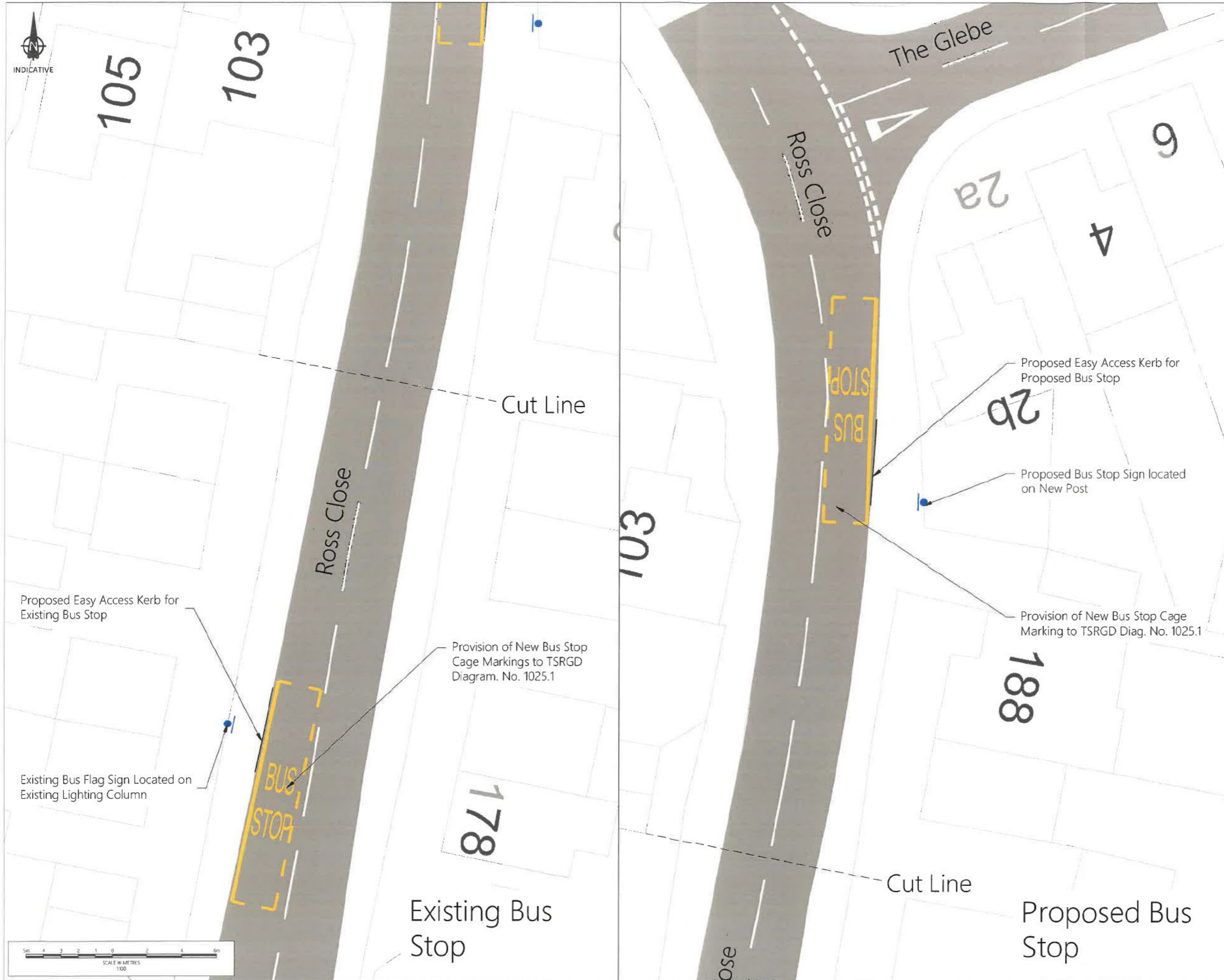
Drawing Number

22078/009

Scale: 1:100 @ A1

Revision: -





Notes:
 1. Do not scale from this drawing. All dimensions shown are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey data and Milestone Transport Planning cannot be held responsible for any discrepancies which may arise because of it.

Ordnance Survey Licence number: 100917360

Drawing Revisions				
Rev	Drn	Date	Details	Chk
-	ARM	17/02/2023	Final Issue	MB

Client:
Kier Ventures

Project:
 Land West of Thaxted Road,
 Saffron Walden

Title:
 Bus Stop Improvements - Ross
 Close (The Glebe)

MILESTONE
 TRANSPORT PLANNING

Abbey House, 282 Farnborough Rd, Farnborough, Hants GU14 7NA
 Tel: 01483 357886
 Garshead BC, Mulgrove Terrace, Garshead, NE8 1AN
 Tel: 0191 338 7220
 web: www.milestonetp.co.uk

Drawing Number:
22078/010

Scale:
1:100 @ A1

Revised:
 -

Schedule 2
(Obligations entered into with UDC)

Part 1
Affordable Housing

1. The Affordable Housing Units shall comprise at least 40% of the total of all Housing Units constructed in accordance with the Permission PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
2. 5% of the Affordable Housing Units shall be Wheelchair Accessible Units PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
3. The Affordable Housing Units will be positioned on the Land in separate groups. The groups will not be contiguous and each group will not comprise more than 20 Affordable Housing Units unless otherwise agreed in writing with UDC.
4. The tenure mix of Affordable Housing Units will be 70% Affordable Rented Units, 25% First Homes and 5% Shared Ownership Units unless otherwise agreed in writing with UDC.
5. Prior to the Occupation of the first (1st) Open Market Housing Unit in each part of the Development where a reserved matter approval is obtained (or in the alternative, at the Owner's election, prior to the Occupation of the first (1st) Open Market Housing Unit in respect of the whole Development) the Owner shall complete a binding agreement with an Approved Body (proof of which is to be supplied to UDC if requested) for the completion of the Affordable Housing Units and the transfer of the Affordable Housing Units and the Affordable Housing Land as a freehold estate or leasehold estate to the Approved Body and FOR THE AVOIDANCE OF DOUBT the Owners may complete a binding agreement with an Approved Body for the completion and transfer of the Affordable Housing Units and Affordable Housing Land as a freehold estate or leasehold estate to the Approved Body within the entire Development or from time to

- time for each part of the Development where a reserved matter approval is obtained as the Owner wishes.
6. Not to carry out any development authorised by a Reserved Matters Approval:
 - (a) until a plan showing the tenure of the Housing Units in accordance with the Affordable Housing Scheme has been submitted to and approved in writing by UDC PROVIDED THAT such approval shall include Reserved Matters Approval where the application for such approval includes such a plan; or
 - (b) other than in accordance with the plan approved for the purposes of paragraph 6(a).
 7. Prior to the Occupation of 75% of the Open Market Housing Units to be constructed in accordance with the Permission the Affordable Housing Units shall be substantially completed and ready for Occupation and transferred to an Approved Body as a freehold estate or leasehold estate (if not already transferred in accordance with paragraph 5 above)
 8. After the substantial completion of any of the Affordable Housing Units no Affordable Housing Unit shall be Occupied unless there is compliance with the following paragraphs 8.1 to 8.6:
 - 8.1 Upon completion of the Affordable Housing Units and thereafter to procure that the Approved Body will allocate each Affordable Housing Unit to a Nominated Person provided by UDC in accordance with the following provisions;
 - 8.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of an Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved Body will give notice thereof to UDC as regards the Affordable Rented Unit and the Shared Ownership Unit;
 - 8.1.2 Within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC of receiving the notice from the Approved Body under the provisions of paragraph 8.1.1 of this Schedule as regards an Affordable Rented Unit UDC will give details of the Nominated Person for each Affordable Rented Unit to the Approved Body;

- 8.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 8.1.2 of Part 1 of this Schedule from UDC the to procure that the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC offer to grant the tenancy of the Affordable Rented Unit to the Nominated Person; and
- 8.2 If UDC fails to give details of a Nominated Person under the provisions of paragraph 8.1.2 of Part 1 of this Schedule 2 to procure that the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit.
- 8.3 Where UDC fails to give details of a Nominated Person under the provisions of paragraph 8.1.2 of Part 1 of this Schedule 2 and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 8.2 above to procure that the Approved Body may grant a tenancy of an Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy.
- 8.4 In respect of any of the Affordable Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units UDC shall in accordance with paragraph 8.1 above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% of such vacant Affordable Rented Units.
- 8.5 To procure that the terms of the tenancy agreements for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of Homes England.
- 8.6 To procure that the Approved Body will not:
- 8.6.1 transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire) to any person firm or company other than

an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this agreement;

- 8.6.2 sell let or dispose of (except by way of legal charge) any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with paragraphs 8.1 to 8.5 of Part 1 of this Schedule 2.
- 8.7 To procure that the Approved Body will give UDC one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable Housing Unit to an occupier of a Shared Ownership Unit or an occupier of an Affordable Rented Unit who has exercised the right to acquire.
- 8.8 For the purposes of this paragraph the expression "Mortgagee" shall mean any holder of a mortgage secured upon the Affordable Housing Units and/or the Affordable Housing Land
- 8.8.1 To procure that a Mortgagee or a receiver appointed by a Mortgagee may exercise its power of sale of the Affordable Housing Units (or any of them) subject to the provisions of the Housing and Regeneration Act 2008 and paragraph 8.10 below provided that a Mortgagee shall first give opportunity for:-
- (a) an Approved Body to purchase the Affordable Housing Land and Affordable Housing Units erected thereon and have given written notice to UDC at the start of the said period of the name and address of the Approved Body that has been given the opportunity (such purchase to be subject to the provisions of Part 1 of Schedule 2 of this agreement) for a period of one month; and
 - (b) UDC to purchase the Affordable Housing Land and Affordable Housing Units erected thereon for a further period of two months; and
 - (c) on expiration of both periods referred to above the Mortgagee may dispose of such part of the Affordable Housing Land and Affordable Housing Units erected thereon free from the provisions of this Schedule 2 to the extent necessary to satisfy the sum outstanding under the mortgage but the remaining part of the Affordable Housing Land and Affordable Housing Units erected thereon shall

remain subject to the provisions of this Schedule 2 and may only be sold subject to those provisions.

- 8.9 A Leaseholder of a Shared Ownership Unit who has staircased to 100% Ownership and a tenant of an Affordable Rented Unit who exercises the right to acquire shall not be bound by the terms of this agreement.
- 8.10 If the Affordable Housing Units are vested or transferred to another Approved Body pursuant to a proposal made by Homes England pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Agreement shall continue (notwithstanding paragraph 8.7. above) in respect of such other provider.
- 8.11 Without prejudice to the provisions of Part 1 of this Schedule, the Parties agree that this Agreement does not prevent the delivery of additional Housing Units pursuant to the Planning Permission as Affordable Housing unsecured by this Agreement but in accordance with the National Planning Policy Framework (as it may be amended or updated from time to time). FOR THE AVOIDANCE OF DOUBT, any additional Housing Units provided as Affordable Housing will not be bound by this Part 1 of Schedule 2.

Part 2

First Homes

- 1.1 Not to Implement the Development until the First Homes Scheme has been approved in writing by UDC.
- 1.2 The following exemptions apply:
- (a) Paragraphs 2 and 3 shall not apply to a First Homes Owner;
 - (b) Paragraphs 4 and 5 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
 - (c) Paragraph 6 applies as set out therein.

2 QUANTUM OF FIRST HOMES

- 2.1 Twenty Five percent (25%) of the Housing Units on the Land shall be identified reserved and set aside as First Homes in accordance with the approved First Homes

Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of Part 2 of this Schedule (Unless otherwise agreed in writing with UDC).

- 2.2 The First Homes will be positioned on the Land in separate groups. The groups will not be contiguous and each group will not comprise more than 20 First Homes unless otherwise agreed in writing with UDC.

3 DEVELOPMENT STANDARD

- 3.1 All First Homes shall be constructed to the Development Standard current at the time of the relevant Reserved Matters Approval; and

- 3.2 No less than the standard applied to the Open Market Housing Units.

4 DELIVERY MECHANISM

- 4.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

(a) the Eligibility Criteria (National); and

(b) the Eligibility Criteria (Local)

- 4.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) and it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 4.1(b) shall cease to apply.

- 4.3 Subject to paragraphs 4.6 to 4.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

- 4.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

(a) UDC has been provided with evidence that:

(i) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.2 applies meets the Eligibility Criteria (Local))

(ii) the Housing Unit is being Disposed of as a First Home at the Discount Market Price and

- (iii) the transfer of the First Home includes:
 - (A) a definition of the "Council" which shall be 'Uttlesford District Council'; and
 - (B) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause[s] [] of the S106 Agreement a copy of which is attached hereto as the Annexure."
 - (C) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and (3)]
 - (D) a provision that the Land is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Land or any part of it other than in accordance with the First Homes Provisions.
 - (E) a copy of the First Homes Provisions in an Annexure

- (b) The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 4.3 and 4.4 (a) have been met.

- 4.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Uttlesford District Council of Council Offices, London Road, Saffron Walden CB11 4ER or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

4.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to UDC to Dispose of it other than as a First Home on the grounds that either:

- (a) the Housing Unit has been actively marketed as a First Home for six (6) months in accordance with Clauses 4.1 and 4.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Housing Unit as a First Home but it has not been possible to Dispose of that Housing Unit as a First Home in accordance with paragraphs 4.3 and 4.4(a); or
- (b) requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 4.2 before being able to Dispose of the Housing Unit other than as a First Home would be likely to cause the First Homes Owner undue hardship.

4.7 Upon receipt of an application served in accordance with paragraph 4.6 UDC shall have the right (but shall not be required) to direct that the relevant Housing Unit is disposed of to it at the Discount Market Price.

4.8 If UDC is satisfied that either of the grounds in paragraph 4.6 above have been made out it shall confirm in writing within twenty-eight (28) days of receipt of the written request made in accordance with paragraph 4.6 that the relevant Housing Unit may be Disposed of:

- (a) to UDC at the Discount Market Price; or
- (b) (if the UDC confirms that it does not wish to acquire the relevant Housing Unit) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Housing Unit apart from paragraph 4.10 which shall cease to apply on receipt of payment by the Council where the relevant Housing Unit is disposed of other than as a First Home.

4.9 If UDC does not wish to acquire the relevant Housing Unit itself and is not satisfied that either of the grounds in paragraph 4.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 serve notice on the Owner setting out the further steps it requires the

owner to take to secure the Disposal of a Housing Unit as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the Owner has been unable to Dispose of the Housing Unit as a First Home he may serve notice on the Council in accordance with paragraph 4.6 following which UDC must within 28 days issue confirmation in writing that the Housing Unit may be Disposed of other than as a First Home.

- 4.10 Where a Housing Unit is Disposed of other than as a First Home or to UDC at the Discount Market Price in accordance with paragraphs 4.8 or 4.9 above the Owner of the First Home shall pay UDC forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 4.11 Upon receipt of the Additional First Homes Contribution UDC shall:
- (a) within 10 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 where such restriction has previously been registered against the relevant title;
 - (b) apply all monies received towards the provision of Affordable Housing.
- 4.12 Any person who purchases a First Home free of the restrictions in this schedule pursuant to the provisions in paragraphs 4.9 and 4.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

5 USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 5.1 – 5.4 below.

- 5.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies UDC in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such

lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

5.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies UDC and UDC consents in writing to the proposed letting or sub-letting. UDC covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- (a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- (b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- (c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- (d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- (e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- (f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

5.3 A letting or sub-letting permitted pursuant to paragraph 5.1 or 5.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

5.4 Nothing in this paragraph 5 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

6 MORTGAGEE EXCLUSION

The obligations in paragraphs 1-5 of this Part 2 in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation

to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

- 6.1 such Mortgagee or Receiver shall first give written notice to UDC of its intention to Dispose of the relevant First Home; and
- 6.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 6.3
- 6.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 6.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - (a) forthwith issue a completed application to the purchaser of that Housing Unit to enable the removal of the restriction on the title set out in paragraph 4.5; and
 - (b) apply all such monies received towards the provision of Affordable Housing.

Part 3
Car Club

1. The Owner covenants with UDC:
 - 1.1 To pay the Car Club Contribution prior to first Occupation of any Housing Units on the Development and not to cause allow or permit first Occupation of any Housing Units on the Development unless and until the Car Club Contribution has been paid to UDC;
 - 1.2 to serve on UDC the Car Club Negotiation Notice no later than six months prior to first Occupation of 50% of the Housing Units.
 - 1.2.1 thereafter and prior to the first Occupation of 50% of the Housing Units to use Reasonable Endeavours to:
 - a) establish a Car Club; or

- b) extend an existing Car Club

For the avoidance of doubt, the use of Reasonable Endeavours in this case shall include liaison with no fewer than three Car Club Operators (or fewer where reasonably proved to be fewer available), UDC and ECC during the Car Club Negotiation Period.

- 1.3 To provide to UDC evidence of the use by the Owners of Reasonable Endeavours pursuant to paragraph 1.2.1 prior to first Occupation of 50% of the Housing Units

1.3.1 Subject to a Car Club being established pursuant to paragraph 1.2.1 to

- a) Advertise the Car Club to Occupiers for the Travel Plan Period or, if earlier, up to the point that the Car Club ceases to operate;
- b) Provide the Car Club Spaces prior to Occupation of any Housing Unit which is situated within the phase of the Development where the Car Club Spaces are to be Provided or as agreed in writing by ECC and thereafter to safeguard those Car Club Spaces for use by the Car Club for as long as the Car Club is Operational;
- c) Make available one free memberships of the Car Club per Housing Unit worth £300 for a minimum period of 5 years, from the first Occupation of each of the relevant Housing Unit; and
- d) Make available on first Occupation of each Housing Unit one Car Club Credit in respect of that Housing Unit at no cost to the Occupier of that Housing Unit.

- 2. In the event that the Owner has been unable to establish a Car Club in accordance with paragraph 1 above, the Owner shall serve on UDC a second Car Club Negotiation Notice prior to Occupation of 75% of the Housing Units which are situated within the phase of the Development where the Car Club Spaces are to be Provided; and

2.1 thereafter and prior to the first Occupation of 75% of those Housing Units to use Reasonable Endeavours to:

- a) establish a Car Club; or
- b) extend an existing Car Club; and

3. For the avoidance of doubt, the use of Reasonable Endeavours in this case shall include liaison with no fewer than three Car Club Operators (or fewer where reasonably proved to be fewer available), UDC and ECC during the Car Club Negotiation Period.
4. To provide to UDC evidence of the use by the Owner of Reasonable Endeavours pursuant to paragraph 2.1 prior to first Occupation of 75% of the Housing Units.
5. Subject to a Car Club being established pursuant to paragraph 2.1 to
 - a) Advertise the Car Club to all existing and new Occupiers of the Development for the duration of Travel Plan Period or, if earlier, up to the point that the Car Club ceases to operate;
 - b) Provide the Car Club Spaces prior to first Occupation of 75% of the Housing Units or as agreed in writing by UDC and thereafter to safeguard those Car Club Spaces for use by the Car Club for as long as the Car Club is Operational;
 - c) Make available one free memberships of the Car Club per Housing Unit worth £300 for a minimum of 5 years from the first Occupation of each of the relevant Housing Unit; and
 - d) Make available on first Occupation of each Housing Unit one Car Club Credit in respect of that Housing Unit at no cost to the Occupier of that Housing Unit.

Part 4

Public Open Space and Public Open Space Maintenance Contribution

1. Two months after the first application for reserved matters/full application is granted relating to the Development, the Owner shall either elect to transfer the Public Open Space to a Management Company or notify Saffron Walden town council ('SWTC') and seek its confirmation that it is willing to accept the transfer of the Public Open Space PROVIDED THAT such notice must also be sent immediately to UDC.
2. The Public Open Space shall be completed and ready for use prior to the Occupation of 75% of the Open Market Housing Units and a letter of satisfactory completion obtained from UDC, unless otherwise agreed in writing between the Parties.

3. If SWTC has confirmed that it is willing to accept the transfer of the Public Open Space within three (3) months of the date of the notice under paragraph 1, the Owner shall
 - a. maintain the Public Open Space for one (1) year; and
 - b. if the Public Open Space has been maintained to the reasonable satisfaction of UDC for such period, within one month of two years' maintenance the Owner shall transfer the Public Open Space to SWTC as a freehold estate at nil cost subject to such reserved rights of laying down and passage of services and access as needed (the Owner to meet the reasonable legal costs of SWTC incurred in the negotiation preparation and completion of the transfer and paying the Public Open Space Maintenance Contribution immediately prior to the transfer).

4. If SWTC are not willing to accept the transfer of the Public Open Space (or has not confirmed the position within 3 months of the date of the notice under paragraph 3) the Owner shall set up a Management Company to maintain the Public Open Space, the arrangements to be agreed in writing by UDC before the Occupation of the first (1st) Housing Unit constructed in accordance with the Permission, FOR THE AVOIDANCE OF DOUBT if the Owner sets up a Management Company to maintain the Public Open Space the provisions of paragraph 3 above relating to maintenance for one year and the payment of the Public Open Space Maintenance Contribution do not apply.

Where paragraph 4 applies, the Owner shall require the Management Company to maintain yearly logs of maintenance of the surface water drainage system which should be carried out in accordance with any maintenance plan for the surface water drainage system approved by UDC under the conditions imposed on the Planning Permission. These shall be available for inspection upon request by UDC (PROVIDED THAT such request may not be made more than twice in any twelve-month period).

Part 5 Healthcare Contribution

1. Prior to Occupation of the Housing Units in the Development the Owner shall pay 50% of the Healthcare Contribution to UDC.

2. Not to Occupy or allow or cause Occupation of the Housing Units in the Development until 50% (fifty percent) of the Healthcare Contribution has been paid.
3. Prior to Occupation of the 100th Housing Unit, the Owner shall pay the remaining 50% of the Healthcare Contribution to UDC.
4. Not to Occupy or allow or cause Occupation of the 100th Housing Unit in the Development until the remaining Healthcare Contribution has been paid in full.

Part 6

Cycle (electric) Hire Hub Contribution

- 1.1 To pay the Cycle (electric) Hire Hub Contribution for the Cycle (electric) Hire Hub Contribution Purpose to UDC prior to first Occupation of any Housing Unit on the Development.
- 1.2 Not to Occupy or allow or cause first Occupation of any Housing Unit on the Development until the Cycle (electric) Hire Hub Contribution has been paid to UDC.

Schedule 3

Part 1 (Obligations entered into by UDC)

- 1 To use or ensure the use of the Public Open Space Maintenance Contribution (if paid) for the purposes set out in Part 4 , Schedule 2 and if after the fifth (5th) anniversary of the payment of the Public Open Space Maintenance Contribution but no later than one (1) year thereafter there remains any sum unused for the said purposes, the Owner or the party who made the payment may make a request in writing for the repayment of the unused sum together with all interest accrued and this unused sum and any interest accrued shall be repaid by UDC to the Owner or the party who made the payment within 21 days of making the request PROVIDED THAT where at the said anniversary any legally binding contract has been entered into in respect of the aid purposes the date for calculation of and repayment of any unexpended part of the Public Open Space Maintenance Contribution (together with Interest as provided herein) shall be deemed to be extended until such time as final payment is made under such contract or contracts.

Schedule 4

Owners Covenants to ECC

Part 1 Education Contribution

1. **[not used]**
2. The Owner hereby covenants with ECC:
 - 2.1 to pay fifty percent (50%) of the Education Contribution to ECC prior to Implementation of Development and not to Commence the Development until fifty percent (50%) the Education Contribution have been received by ECC;
 - 2.2 to pay the remaining fifty percent (50%) of the Education Contribution to ECC prior to the first Occupation of any Dwellings on the Development and not to Occupy any Dwelling (or cause or allow any Dwelling to be Occupied) unless and until ECC has received payment of the remaining fifty (50%) percent of the Education Contributions and 100% of the Education Contribution has thereby been paid;
 - 2.3 to serve on ECC the notice of Implementation not less than three (3) months prior to Implementation stating the expected Implementation Date, an estimate of the triggers and any further information stipulated in the Schedules to this Deed;
 - 2.4 to serve on ECC the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to ECC under this Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed;
 - 2.5 to serve on ECC the Completion Notice within 30 Working Days of all Dwellings being Occupied for the first time, stating the date that the last Dwelling was Occupied for the first time and any further information stipulated in the Schedules to this Deed and for the avoidance of doubt any dispute regarding any notice to be served under this Deed may be resolved through the two mechanisms set out in Clause 14 of this Deed; and
 - 2.6 to serve on ECC notice of Occupation of the first Dwelling within 1 (one) month thereof and on a 6 (six) monthly basis thereafter indicating the Unit Mix of Occupied Dwellings, the Unit Mix of Dwellings that are completed but not Occupied, the Unit Mix of Dwellings that are under construction and the Unit Mix of Dwellings where construction work has yet to start at the time the notice is served.

3. The Notice of Implementation shall in addition to that information stipulated in paragraph 2.3 of this Schedule 4 state the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to ECC then the Owner shall serve on ECC a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owner fails to serve any notice set out in this Paragraph 3 of this Schedule ECC may estimate and determine the Unit Mix as it sees fit acting reasonably.
4. The Payment Notice shall state the Unit Mix on which the payment is to be based.
5. The Completion Notice shall state the final Unit Mix.
6. ECC covenants with the Owners as follows:
 - 6.1 To place the Education Contribution when received into an interest-bearing account and to utilise the same solely for the Education Purposes
 - 6.2 If requested in writing by the Owner no sooner than the tenth (10th) anniversary of the date that the Education Contribution is paid to ECC in full but no later than one (1) year thereafter ECC shall return to the party that made the payment of the Education Contribution any part of the relevant Education Contribution that remains unexpended when the Education Contribution is paid to ECC in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if ECC is legally obliged to make a payment in respect of any Education Purpose the unexpended part of the Education Contribution shall not be repaid until such payment is made and the unexpended part of the Education Contribution to be repaid shall not include such payment.
 - 6.3 Upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Education Contribution in full ECC shall provide the Owner with a statement confirming whether the Education Contributions have been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contributions have in whole or in part been spent.
7. It is hereby agreed and declared:
 - 7.1 In the event that the Education Contribution is paid later than dates set out in paragraph 2.1 and 2.2 of this Schedule 4, then the amount of the Education Contribution or part thereof payable by the Owner shall in addition include either an

amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date payment is due and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date payment is due until the date payment of the Education Contribution is received by ECC

- 7.2 In addition to the requirement of 7.1 above in the event that any sum due to be paid by the Owner to ECC pursuant to this Deed should not be received by ECC by the date that the sum is due then the Owner hereby covenant to pay to ECC within ten Working Days of receiving a written request all reasonable costs that ECC has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) plus the Relevant General Indexation for each and every letter sent to the Owner pursuant to the debt.
- 7.3 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Owner hereby covenant to pay to ECC as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by ECC form part of the Education Contribution.
- 7.4 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owner and received by ECC within twenty (20) Working Days of receipt by the Owner of ECC's statement referred to in paragraph 6.3 and shall clearly state the grounds on which the expenditure is disputed.
- 7.5 In the event that no written request is received by ECC from the Owner pursuant to paragraph 6.2 above or no valid dispute is raised by the Owner pursuant to paragraph 7.4 the Owner shall accept the Education Contribution has been spent in full on the Education Purposes as appropriate.
- 7.6 In the event that the Education Contribution is overpaid by the Owner then ECC shall be under no obligation to return any such overpaid sum in whole or in part, if in good faith ECC have spent the Education Contribution or have entered into a legally binding

contract or obligation to spend the Education Contribution otherwise ECC shall upon the Occupation of the final Dwelling on the Land or at such earlier time as ECC shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of ECC being informed by the Owner of such overpayment.

Part 2 Library Contribution

1. The Owner hereby covenants with ECC:

1.1 To pay the Library Contribution to ECC prior to Implementation of the Development and not to allow, cause or permit the Implementation of the Development unless and until the Library Contribution has been paid to ECC in full.

1.2 In the event that the Library Contribution is paid later than dates set out in paragraph 1.1 of this Part 2 of this Schedule 4 then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to ECC multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by ECC;

1.3 In addition to the requirement of paragraph 1.2 above in the event that any sum due to be paid by the Owner to ECC pursuant to this Schedule should not be received by ECC by the date that the sum is due then the Owner hereby covenants to pay to ECC within ten Working Days of receiving a written request all reasonable costs that ECC has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) plus the Relevant Library Indexation for each and every letter sent to the Owner pursuant to the debt;

1.4 In the event that the Library Contribution is overpaid by the Owner then ECC shall be under no obligation to return any such overpaid sum in whole or in part if in good faith ECC have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise ECC shall upon

the Occupation of the final Dwelling on the Land or at such earlier time as ECC shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of ECC being informed by the Owner of such overpayment

2. ECC hereby covenants with the Owner as follows:

2.1 to place the Library Contribution when received into an interest-bearing account and to utilise the same for the Library Contribution Purpose;

2.2 If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to ECC in full but no later than one (1) year thereafter ECC shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to ECC in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if ECC is legally obliged to make a payment in respect of any Library Contribution Purpose the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment;

2.3 Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of receipt of the Library Contribution in full ECC shall provide the Owners with a statement confirming whether the Library Contributions have been spent and if the Library Contribution has been spent in whole or in part outlining how the Library Contributions have in whole or in part been spent.

3. It is hereby agreed and declared:

3.1 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Library Contribution or part thereof paid was based, the Owner hereby covenant to pay to ECC as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by ECC form part of the Library Contribution.

3.2 Any dispute in relation to how the Library Contribution has been spent must be raised in writing by the Owners and received by ECC within twenty (20) Working Days of receipt by the Owners of ECC's statement referred to in paragraph 3.3 and shall clearly state the grounds on which the expenditure is disputed.

3.3 In the event that no written request is received by ECC from the Owners pursuant to paragraph 2.2 above or no valid dispute is raised by the Owners pursuant to paragraph 3.2 the Owners shall accept the Library Contribution has been spent in full on the Library Purposes as appropriate.

Schedule 5

HIGHWAY OBLIGATIONS TO ECC

Part 1 Travel Plan

1. The Owner hereby covenants with ECC:
 - 1.1 prior to the Occupation of the Development to formulate and submit to ECC for approval a Travel Plan and not to cause or allow first Occupation of the Development prior to the Travel Plan being approved in writing by ECC;
 - 1.2 to appoint a Travel Plan Co-Ordinator prior to first Occupation of the Development and not to cause or allow Occupation of the Development prior to the appointment of a Travel Plan Co-Ordinator and to notify ECC of the identity and contact details of the Travel Plan Co-Ordinator as soon as an appointment is confirmed;
 - 1.3 to continue to employ a Travel Plan Co-Ordinator for the period until a minimum of one year after the Final Occupation of the Development and in the event of a vacancy occurring in the post during that period to re-appoint within a maximum period of two months of the vacancy occurring and to notify ECC as soon as the appointment is confirmed;
 - 1.4 to use all reasonable endeavours to ensure that the Travel Plan Co-Ordinator fulfils their duties in accordance with the duties specified in the job description of the Travel Plan Co-Ordinator stated in the approved Travel Plan;
 - 1.5 not to change the responsibilities or role of the Travel Plan Co-Ordinator without prior written approval of ECC;
 - 1.6 to implement the Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Travel Plan for a period of one year after the Final Occupation of the Development;
 - 1.7 to pay the first annual Travel Plan Monitoring Fee to ECC prior to Occupation of the Development and not to allow Occupation of the Development until the Travel Plan Monitoring Fee has been paid to ECC and in the case of late payments interest will be payable by the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;

- 1.8 to pay the annual Travel Plan Monitoring Fee to ECC on each subsequent anniversary following the first annual payment until one year after the Final Occupation of the Development and in the case of late payments interest will be payable by the Developer and or the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
- 1.9 to submit raw data collected as part of the Annual Traffic Count no later than two months from completion of the Annual Traffic Count to which the data relates; and
- 1.10 in the event that any of the Annual Traffic Counts and the Targets are not carried out by the Owner pursuant to the Travel Plan ECC shall on written notice to the Owner be entitled to conduct such Annual Traffic Counts as are necessary to discharge the requirements of the Travel Plan and **furthermore** on receipt of an appropriate invoice or request for payment from ECC acting reasonably the Owner hereby agrees to pay the costs arising from such surveys.

2. ECC hereby covenants with the Owner:

- 2.1 to agree the terms of the Travel Plan (acting reasonably) and to provide recommendations on the said plan following submission by the Owner in a timely manner;
- 2.2 to provide support and advice to the Travel Plan Co-Ordinator in implementing the ongoing monitoring and review of the Travel Plan (in accordance with the terms under which the Travel Plan Monitoring Fee was paid); and
- 2.3 to respond in writing to the Travel Plan Co-Ordinator within two months of receipt of any correspondence relating to the Travel Plan.

Travel Information Packs

3. The Owners further hereby covenant with ECC:

- 3.1 to submit a draft Travel Information Pack (including Travel Vouchers) to the County for written approval prior to first Occupation of a Dwelling and not to cause or allow first Occupation of a Dwelling prior to the Travel Information Pack (including Travel Vouchers) being submitted to and approved in writing by ECC; and

- 3.2 to provide the first occupier of each Dwelling with an approved Travel Information Pack and Travel Vouchers prior to Occupation of any Dwelling and not to cause or permit Occupation of any Dwellings on the Development unless and until the Owners have provided the first occupiers with an approved Travel Information Pack and Travel Voucher at the expense of the Owner.

Part 2

Highway Works

1. The Owner hereby covenants with ECC:
 - 1.1 to enter into a Highway Works Agreement for the Highway Works prior to Implementation of the works and prior to first Occupation of any Dwellings on the Development or such other timescale as shall be agreed in writing with ECC; and
 - 1.2 to complete the Highway Works in accordance with the Highway Works Agreement prior to first Occupation of any Dwellings on the Development and not to Occupy allow cause or permit to be Occupied any Dwellings on the Development unless and until the Highway Works have been properly completed in accordance with the Highway Works Agreement and the relevant certificate confirming such completion has been issued under the provisions of the Highway Works Agreement.

Part 3

Collective Highway Contributions

1. The Owner hereby covenants with ECC to make the following payments:
 - 1.1 In relation to the Bus Service Contribution:
 - 1.1.1 to pay 50% of the Bus Service Contribution prior to first Occupation of the Development; and not to Occupy allow cause or permit to be Occupied any Dwellings on the Development unless and until the Bus Service Contribution have been paid to ECC; and
 - 1.1.2 to pay the remainder 50% of the Bus Service Contribution on the first anniversary of the first payment of the Bus Service Contribution and not to cause allow or permit to be any further Dwellings from

the first anniversary of the first payment of the Bus Service Contribution to be Occupied unless and until the remaining 50% of the Bus Service Contribution has been paid to ECC and thereby 100% of the Bus Service Contribution has been paid to ECC in full.

- 1.2 to pay the Highway Contributions to ECC prior to first Occupation of any Dwelling on the Development and not to Occupy allow cause or permit to be Occupied any Dwellings on the Development unless and until the Highway Contributions have been paid to ECC in full.
- 1.3 In the event that the Collective Highway Contributions are paid later than dates set out in paragraph 1 above of this Part 3 of this Schedule 5 then the amount of each of the Collective Highway Contributions or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Sustainable Travel Index between the Index Point prevailing at the date the payment is due and the Index Point prevailing at the date of actual payment to ECC multiplied by each of the Collective Highway Contributions due or if greater an amount pertaining to interest on each of the Collective Highway Contributions (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Bus Service Contribution is received by ECC;
- 1.4 In addition to the requirement of paragraph 1.3 above in the event that any sum due to be paid by the Owner to ECC pursuant to this Schedule should not be received by ECC by the date that the sum is due then the Owner hereby covenants to pay to ECC within ten Working Days of receiving a written request all reasonable costs that ECC has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.
- 1.5 In the event that each of the Collective Highway Contributions are overpaid by the Owner then ECC shall be under no obligation to return any such overpaid sum in whole or in part if in good faith ECC have spent the Collective Highway Contributions or have entered into a legally binding contract or obligation to spend the Collective Highway Contributions otherwise ECC shall upon the Occupation of the final Dwelling on the Site or at such earlier time as ECC shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Agreement) together with interest

calculated at the SONIA Rate within twenty (20) Working Days of ECC being informed by the Owner of such overpayment.

2. ECC hereby covenants with the Owner to:

2.1 place the Collective Highway Contributions when received into an interest-bearing account with a clearing bank and to utilise each of the Collective Highway Contributions for their respective purposes;

2.2 upon receipt of a request in writing to do so to be received by ECC from the Owner no sooner than the tenth (10th) anniversary of receipt of the Collective Highway Contributions in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Collective Highway Contributions or any part of the Collective Highway Contributions that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by ECC prior to the tenth (10th) anniversary of receipt of the Collective Highway Contributions in full to make a payment in respect of each of the Collective Highway Contributions purposes the unexpended part of the Collective Highway Contributions shall not be repaid until such payment is made and the unexpended part of the Collective Highway Contributions to be repaid (if any) shall not include such payment; and

2.3 That upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Collective Highway Contributions in full ECC shall provide the Owner with a statement confirming whether the Collective Highway Contributions have been spent and if the Collective Highway Contributions have been spent in whole or in part outlining how the Collective Highway Contributions have in whole or in part been spent.

3. It is hereby agreed that:

3.1 Any dispute in relation to how the Collective Highway Contributions have been spent must be raised in writing by the Owner and received by ECC within twenty (20) Working Days of receipt by the Owner of ECC's statement referred to in 2.3 above and shall clearly state the grounds on which it is disputed. If no written

request is received by ECC or no valid dispute is raised, the Owner shall accept that the Collective Highway Contributions have been spent on the appropriate Purposes.

- 3.2 ECC may utilise up to two percent (2%) of the total amount of the Bus Service Contribution due under this Agreement to a maximum of Two Thousand Four Hundred Pounds (£2,400) plus the Relevant Bus Service Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Bus Service Contribution Purpose.
- 3.3 ECC may utilise up to two percent (2%) of the total amount of the Cycle Contribution due under this Agreement to a maximum of Two Thousand Four Hundred Pounds (£2,400) plus the Relevant Sustainable Transport Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Cycle Contribution Purpose.

Schedule 6 Band Criteria

BAND A

Applicants meet at least one of the following criteria

- i. Accepted Homeless in severe need
- ii. Critical Medical/Welfare award – to include emergency situations
- iii. Relationship breakdowns in council properties where applicants are under-occupying but have been assessed as having housing need within Uttlesford
- iv. Successor tenants in council properties where applicants are under-occupying
- v. Releasing a property in need (council or RP property that the Council has nominations rights to) or where it prevents the Council making expensive alterations to a property
- vi. Those applicants within Uttlesford required to leave their homes as a result of an emergency prohibition order served in relation to the premises under the Housing Act 2004
- vii. Uttlesford Council tenants, or tenants in RP property where the Council will receive the nomination, who are currently in accommodation larger than their needs (Uttlesford tenants may be eligible for removal expenses grant see paragraph 9.21 below)
- viii. Multiple needs - If someone has two or more needs in band B they will be moved to band A (accepted homeless cases do not come under this category – if additional preference is needed for homeless cases they will be assessed as accepted homeless in severe need)

High welfare and multiple needs in band A would be expected to express an interest within 4 cycles of available properties otherwise priority may be reduced.

BAND B

Applicants meet at least one of the following criteria

- i. Serious Medical/Welfare award (If after 12 cycles applicants have not expressed interest in all suitable advertised properties this award will be reviewed and applicants may be placed in a lower band)
- ii. Overcrowding in permanent social housing within Uttlesford
- iii. Accepted homeless cases who meet the Allocation's Policy eligibility criteria
- iv. Applicants owed a relief duty under the Homelessness Reduction Act 2017 who are assessed by the council as likely to be in priority need and unintentionally homeless
- v. Nominations from supported housing schemes where the Council has agreed move-on arrangements and the applicant is ready to move on. These applicants will be able to use the CBL scheme for a period of 4 weeks from the date they are placed into this band to express interest in any suitable flatted accommodation. If they have not been successful after the end of this period they will be made one offer of suitable flatted accommodation which may be either in the private or social sectors which if they refuse will result in them being down banded to a band that reflects their housing need.
- vi. A prohibition order or demolition order has been served, or is about to be served in relation to the applicant's dwelling. This indicates that the property contains one or more category 1 hazards that probably cannot be remedied.
- vii. An improvement notice has been, or is about to be, served in relation to the applicant's dwelling and :-
 - a. The remedies that are needed to reduce the hazard will require the property to be vacated for a significant period of time
 - b. The cost of the remedies are beyond the means of the applicant (where applicable)
 - c. The remedies will make the property unsuitable for occupation by the applicant
- viii. Multiple needs – Applicants with four or more needs in band C will move to band B

BAND C

Applicants meet at least one of the following criteria

- i. Moderate medical/welfare award

- ii. Notice of Seeking Possession
- iii. Assessed as being at risk of homelessness within 56 days
- iv. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are assessed by the council as likely to not be in priority need
- v. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are likely to be intentionally homeless
- vi. Applicants who following a homelessness application have been deemed by the council to be in priority need but intentionally homeless
- vii. No fixed abode
- viii. Overcrowded in private rented accommodation or social housing outside Uttlesford
- ix. Fixed term licensees
- x. Shared facilities – not generally applicable for single applicants under 35yrs
- xi. Lacking facilities
- xii. A hazard awareness notice has been served in relation to a category 1 or 2 hazard at the applicant's dwelling

and

the remedies that are needed to reduce the hazard will require the property to be vacated for a significant period of time;

or

the cost of the remedies are beyond the means of the applicant (where applicable);

or

the remedies will make the property unsuitable for occupation by the applicant

BAND D

- i. Applicants assessed as meeting Right to Move criteria who have been placed in one Band higher than their housing need.

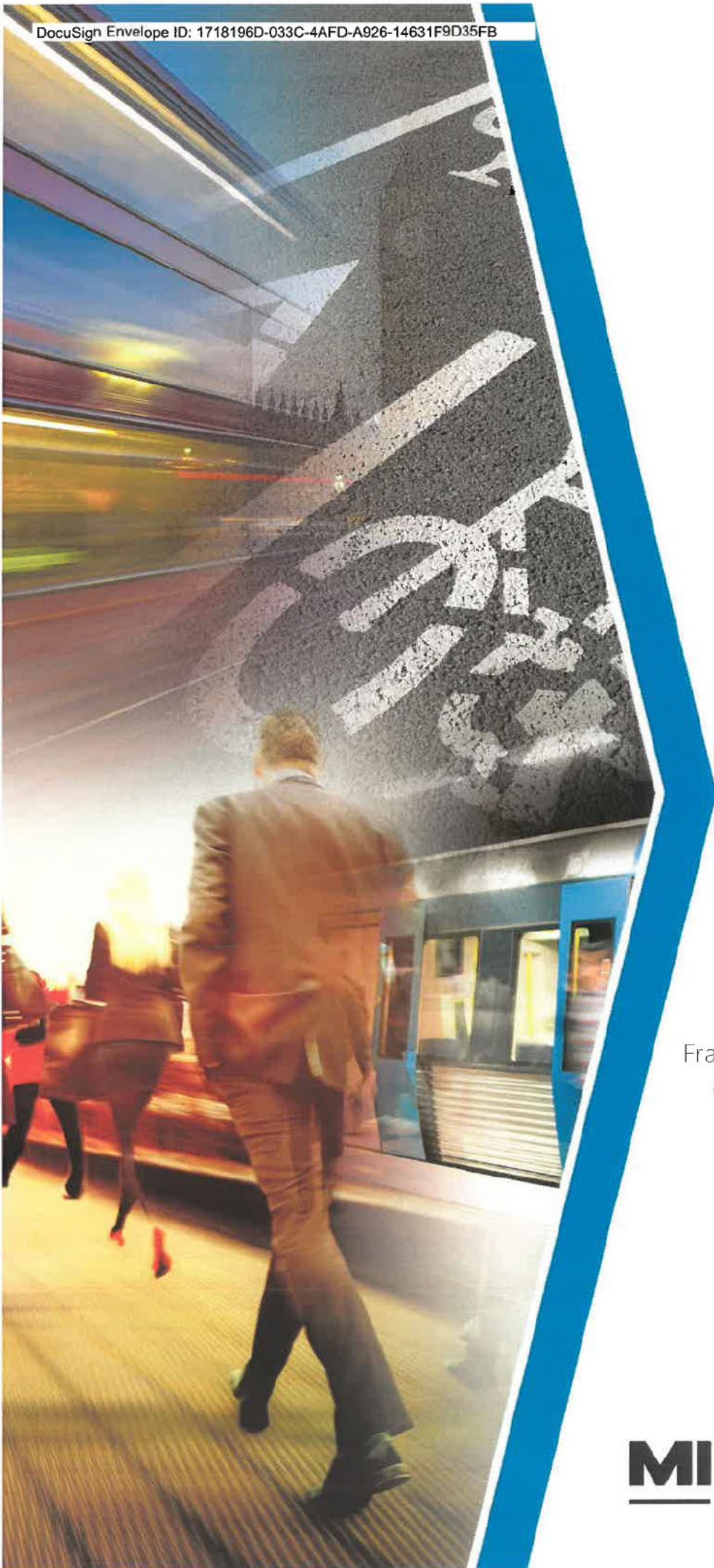
- ii. Any applicant subject to the prevention (s.195 (2) or the relief duty (s189(2); S.193B(1).) under the Homelessness Reduction Act 2017 who fails to co-operate as stated in s193B and 193C of the Act will be placed in Band D.

BAND E

Applicant meets at least one of the following criteria

- i. Caravan or mobile home but no housing need
- ii. Tied accommodation but no housing need
- iii. Applicants who live in a property that is adequate to meet their needs in terms of property type, size and facilities.
- iv. In prison
- v. A suspended prohibition order or improvement notice has been or will be served by the Environmental Health Department in relation to the applicant's dwelling but the criteria leading to it becoming active are not met by the applicant.
- vi. A hazard awareness notice or improvement notice has been or will be served in relation to the applicant's dwelling but the specified remedies are low cost and straight-forward to achieve.

Schedule 7
Initial Travel Plan



Proposed Residential
Development,

Land West of Thaxted
Road, Saffron Walden

Framework Travel Plan prepared
on behalf of Kier Ventures Ltd

February 2023

MILESTONE
TRANSPORT PLANNING

Proposed Residential Development, Land West of Thaxted Road, Saffron Walden

Project No: MTP Ref: 22-078

Document Reference No: 22-078/Reports/Travel Plan

Document Title: Framework Travel Plan

Date: February 2023

Client Name: Kier Ventures Ltd

Project Manager: Matt Stevens

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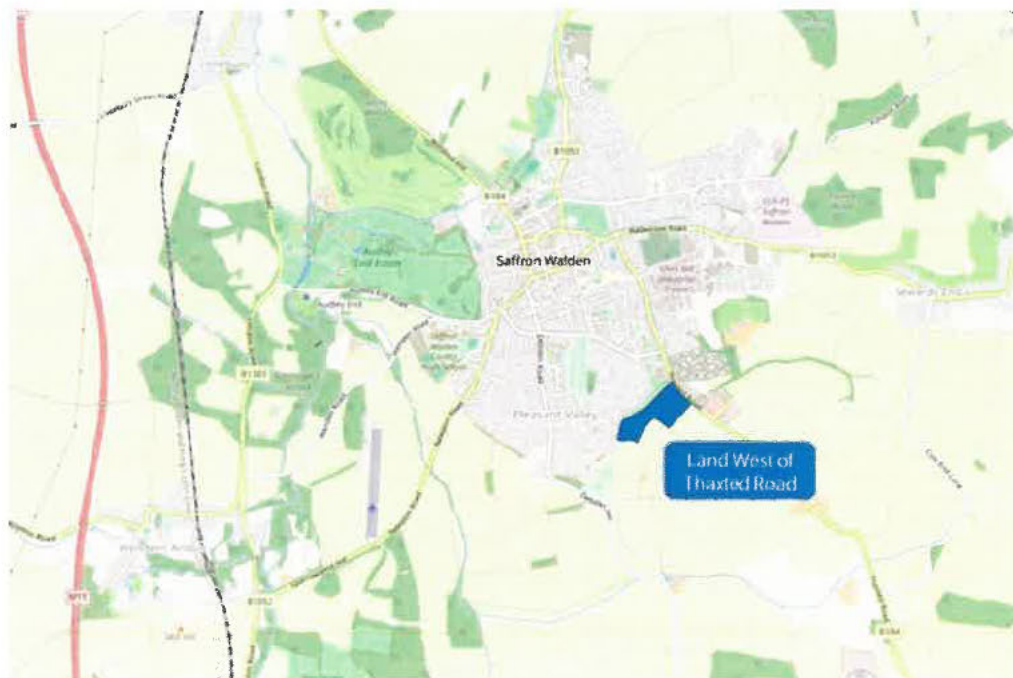
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1. Introduction & Scope of Travel Plan

Introduction

- 1.1 This Framework Travel Plan ("TP") has been prepared on behalf of Kier Ventures Ltd in support of the outline planning application for the development of land to the west of Thaxted Road, Saffron Walden ("the Site") for up to 170 residential dwelling units, associated landscaping and open space with access from the B184 Thaxted Road.
- 1.2 The outline planning application seeks only the principle of the proposed residential land use and the means of access to be determined. Matters such as appearance, landscaping, layout and scale are reserved for future determination however, to inform the planning application, illustrative material in respect of these is provided for context.
- 1.3 The Site falls within the administrative boundary of Uttlesford District Council (UDC) as Planning Authority and Essex County Council (ECC) as Highway Authority.
- 1.4 The Site is 8.35ha of land, currently in agricultural use but outside of the green belt and is located to the South of Saffron Walden town centre. The Site is bounded by existing, established residential development to the north and west, a mature hedgerow / ditch boundary to further agricultural fields to the south, the B184 Thaxted Road and Knight Park retail park to the east. The contextual location of the Site in relation to the local area is shown in Figure 1.

Figure 1 Site Location



- 1.5 A key part of the vision for the emerging development proposals is to deliver a new neighbourhood that embraces the principles of healthy living, sustainability with high quality and well-designed public realm.
- 1.6 The Site is to be a place that connects with the rest of Saffron Walden with pleasant multi-user active travel routes as well as delivering convenient links to the countryside on its doorstep coupled with good public transport links. The layout of the new neighbourhood is designed such that it is more convenient and navigable for people to choose to walk and cycle rather than using the private car.
- 1.7 Figure 2 details the Illustrative Masterplan for the emerging Site.

Figure 2 Masterplan



- 1.8 The anticipated date for 1st completions on the Site, subject to planning approvals, is the 1st quarter of Year 2024 and thereafter, based on an annual delivery rate of c. 60-80 dwellings per annum will lead to the completion of the final dwellings by the 1st quarter of 2026
- 1.9 The purpose of this Framework TP is to set out a long-term strategy for the management of trips generated by the Site, based on hierarchical principles where emphasis is placed upon the order of priority outlined below:
- opportunities to reduce travel demand and the need to travel
 - meeting the needs of vulnerable road users, i.e., pedestrians and cyclists
 - facilitating access by passenger transport

- accommodating the requirements of two-wheeler users, i.e., mopeds and motorbikes
 - facilitating the safe and efficient movement of emergency vehicles, essential deliveries and refuse collections
 - accommodating the requirement that, for some, access by motor vehicle, will still be required and in such instances seeking to minimise, where possible, single occupancy car trips.
- 1.10 The performance of the TP will be judged against defined targets and will be regularly monitored and reviewed.
- 1.11 Effective measures will be identified through the preparation of this TP to achieve an overall goal of reducing the impact of traffic generated by the development and to improve accessibility. As a consequence, residents of the development will have:
- Better access to essential services and jobs
 - Improved travel options
 - Opportunities for a healthier lifestyle
- 1.12 The outline planning application is also accompanied by a full Transport Assessment (TA) dated November 2022. Following responses from key consultees, including Essex County Council (ECC), post the submission of the Planning Application, an Addendum Transport Assessment dated February 2023 has been prepared to respond to comments received.
- 1.13 This updated Framework Travel Plan has therefore also been produced to align with the Addendum Transport Assessment.

Policy Background

- 1.14 The National Planning Policy Framework (NPPF) 2021 sets out the Government's planning policies for England and how these are expected to be applied. Section 9 of the NPPF provides policy on promoting sustainable transport, including the following:

"Transport issues should be considered from the earliest stages of plan-making and development proposals, so that:

a) the potential impacts of development on transport networks can be addressed.

b) opportunities from existing or proposed transport infrastructure, and changing transport technology and usage, are realised – for example in relation to the scale, location or density of development that can be accommodated.

c) opportunities to promote walking, cycling and public transport use are identified and pursued.

d) the environmental impacts of traffic and transport infrastructure can be identified, assessed and taken into account – including appropriate opportunities for avoiding and mitigating any adverse effects, and for net environmental gains; and

e) patterns of movement, streets, parking and other transport considerations are integral to the design of schemes and contribute to making high quality places."

(NPPF Paragraph 104)

"The planning system should actively manage patterns of growth in support of these objectives. Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes."

(NPPF Paragraph 105)

1.15 Specific guidance on the consideration of development proposals in paragraphs 110 to 113. These state that:

"In assessing sites that may be allocated for development in plans, or specific applications for development, it should be ensured that:

a) appropriate opportunities to promote sustainable transport modes can be – or have been – taken up, given the type of development and its location.

b) safe and suitable access to the site can be achieved for all users; and

c) any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost effectively mitigated to an acceptable degree."

(NPPF Paragraph 110)

"Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe."

(NPPF Paragraph 112)

"Within this context, applications for development should:

a) give priority first to pedestrian and cycle movements, both within the scheme and with neighbouring areas; and second – so far as possible – to facilitating access to high quality public transport, with layouts that maximise the catchment area for bus or other public transport services, and appropriate facilities that encourage public transport use;

b) address the needs of people with disabilities and reduced mobility in relation to all modes of transport.

c) create places that are safe, secure and attractive – which minimise the scope for conflicts between pedestrians, cyclists and vehicles, avoid unnecessary street clutter, and respond to local character and design standards.

d) allow for the efficient delivery of goods, and access by service and emergency vehicles; and

e) be designed to enable charging of plug-in and other ultra-low emission vehicles in safe, accessible and convenient locations."

(NPPF Paragraph 112)

"All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed."

(NPPF Paragraph 113)

- 1.16 The National Planning Practice Guidance (NPPG) (2019) sets out current guidance for different aspects to development. For the purposes of this document, the guidance within the NPPG 'Travel Plans, Transport Assessments and Statements' document is considered. The NPPG sets out the following with regards to Travel Plans:

"The primary purpose of a Travel Plan is to identify opportunities for the effective promotion and delivery of sustainable transport initiatives e.g. walking, cycling, public transport and tele-commuting, in connection with both proposed and existing developments and through this to thereby reduce the demand for travel by less sustainable modes. As noted above, though, they should not be used as way of unfairly penalising drivers."

- 1.17 It is noted within the NPPG that Travel Plans can positively contribute towards:

- *"encouraging sustainable travel.*
- *lessening traffic generation and its detrimental impacts.*
- *reducing carbon emissions and climate impacts.*
- *creating accessible, connected, inclusive communities.*
- *improving health outcomes and quality of life.*
- *improving road safety; and*
- *reducing the need for new development to increase existing road capacity or provide new roads."*

- 1.18 Policy DM9 of the ECC Supplementary Guidance – Development Management Policies (2011) requires that development should minimise the number of trips by the private vehicle through the provision of alternative transport modes and/or associated infrastructure. Policy DM9 states that alternatives to private car use are considered as a first principle in assessing travel impacts on the transportation network and mitigation will be required through the application of comprehensive travel planning options, where impact is identified.

- 1.19 Policy DM10 requires the provision of a Residential Travel Information Pack for all new residential dwellings.

- 1.20 Policy 2 of the Essex Transport Strategy (LTP3, 2011) states that *"Transport and land-use planning will be used together to secure new development at the most appropriate and sustainable locations by:*

- *"working closely with district planning authorities to enable a better balance of new homes, jobs and services;*
 - *locating new developments in areas which are accessible to key services by sustainable forms of transport;*
 - *ensuring new developments provide for sustainable transport and effective travel planning;*
 - *requiring new developments to provide appropriate transport infrastructure in line with the Council's current development management policies; and*
 - *making the most effective use of all available funding sources by co-ordinating the delivery of ECC and development funded works."*
- 1.21 The use of lower carbon travel by promoting the use of more sustainable forms of travel and ensuring new developments minimise the number and length of trips made by private vehicles is supported under Policy 7 of LTP3. This is underpinned by Policy 8 of LTP 3 which requires effective travel planning to be provided with any emerging development.
- 1.22 From a Transport and Access perspective, the key objectives of the Uttlesford Local Plan (2005) are to:
- *Locate high trip generating activity in areas well served by public transport;*
 - *Increase the proportion of journeys made by rail and bus, on foot and by cycle;*
 - *Reduce the number and length of motor vehicle trips by the location of development.*
 - *Minimise the adverse effects of traffic on residential and shopping areas by traffic management measures.*
- 1.23 This is captured in Policy GEN1 (Access) which states that development will only be permitted if it meets all of the following criteria:
- *"a) Access to the main road network must be capable of carrying the traffic generated by the development safely.*
 - *b) The traffic generated by the development must be capable of being accommodated on the surrounding transport network.*
 - *c) The design of the site must not compromise road safety and must take account of the needs of cyclists, pedestrians, public transport users, horse riders and people whose mobility is impaired.*
 - *d) It must be designed to meet the needs of people with disabilities if it is development to which the general public expect to have access.*
 - *e) The development encourages movement by means other than driving a car."*
- 1.24 The Saffron Walden Neighbourhood Plan (SWNP) was adopted in October 2022. From a series of public consultation the vision of the SWNP, from a movement and access perspective, is that Saffron Walden *"...will be a settlement of the highest environmental sustainability due to provision for pedestrians and cyclists, continued reduction in carbon emissions...Movement within the town will be safe and easy and journeys by car will be minimised."*

-
- 1.25 In respect of Travel Planning, Policy SW13 of the SWNP states that where developments will or are likely to generate significant amounts of movement, the Travel Plan must include provision, where appropriate, for the funding and delivery of necessary, sustainable travel initiatives and must have measurable objectives.

Policy Summary & Way Forward

- 1.26 The Site will deliver a Framework Travel Plan (FTP) that details specific measures designed to meet these specific policy objectives. Such measures will be underpinned by taking advantage of the sustainable location of the development in terms of its proximity to facilities and existing infrastructure, as well as physical improvements to enhance the infrastructure for pedestrians, cyclists and public transport users.
- 1.27 The Framework TP will be an organic document that will grow and develop over time. Measurable targets and over-riding objectives will be continuously monitored and reviewed over the lifetime of the Plan. An integral part of the strategy is to ensure that the future community understands what a TP is, how it contributes to their life and how they will benefit from it.
- 1.28 Post determination of the planning application, it is expected that the FTP will evolve and will remain the responsibility of the housebuilders until such time that a management company or the community are in a position to take over responsibility.

2. Aims & Objectives

Aims

2.1 The overarching aim of this FTP is to reduce the need to travel and to affect a reduction in the reliance upon car borne travel for essential and non-essential journeys to and from the Site. This will reduce the impact of such travel on the local environment as a whole by:

- Minimising travel by private car where practically possible, to achieve fewer trips from the development than would otherwise have been the case.
- Encouraging safe and viable alternatives to the private car that minimise the environmental impact on the surrounding community as well as those living at the development through the promotion of attractive, safe, viable and efficient modes.
- Achieving a reduction in overall private vehicle mileage resulting in an associated reduction in congestion on surrounding roads and effect of development-related traffic on emissions, noise, visual intrusion and road traffic accidents.
- Ensuring people are aware of their travel options as well as creating a safe and accessible location for people to live and visit.
- Having a positive long-term impact on the environment and personal health.

Objectives

2.2 The aims of the FTP are underpinned by objectives that are in accordance with local and national policies. The key objectives are:

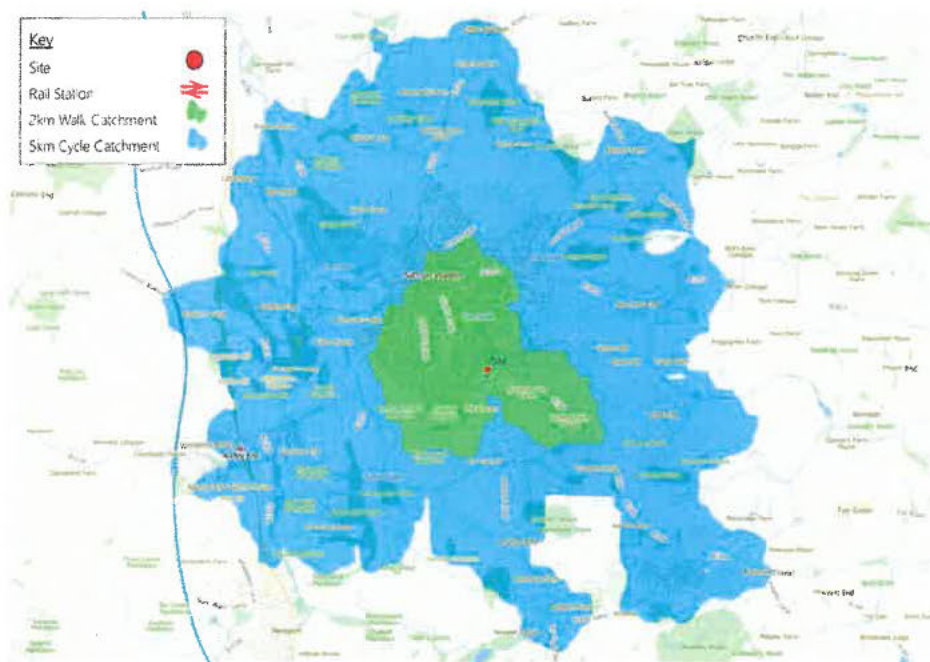
- Achieve fewer single occupancy vehicle trips to and from the development than would otherwise have been the case.
- Provide high quality infrastructure that encourages greater use of sustainable travel modes such as walking, cycling and public transport.
- To encourage car sharing thereby reducing the number of single occupancy trips.
- To promote the health benefits of walking and cycling with a broad ranging choice of formal and recreational facilities.
- To provide a safe cycle and pedestrian friendly environment within the proposed development linked to the existing and enhanced off-site cycle and pedestrian infrastructure.
- To maximise accessibility to public transport from the development for all journey purposes.
- To implement rigorous marketing of the TP and its measures through a range of media.
- To continually manage and implement sustainable travel practices throughout the lifetime of the TP.
- To continue to raise awareness of environmental issues, especially those which impact on personal health and involve transport matters amongst residents.

3. Site Accessibility Audit

Active Travel Infrastructure - Existing

- 3.1 The majority of Saffron Walden, including the town centre is accessible by active travel modes (walking and cycling) and Audley End railway station is within a reasonable cycling distance of the Site, as illustrated in Figure 3.

Figure 3 Walk & Cycle Catchment



- 3.2 The Site benefits from its proximity to a number of off-carriageway paths that directly connect to the neighbouring area including publicly maintainable paths to the north and west. In addition, there are a number of public rights of way (PROW) in the immediate vicinity of the Site that are illustrated in Figure 4 and include:

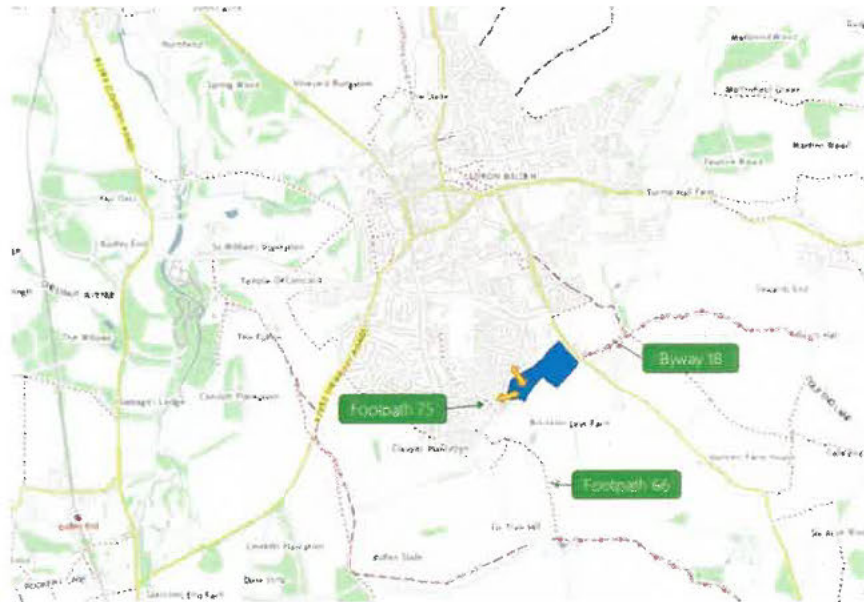
- PROW 18 (Byway) Thaxted Road – Bears Hall
- PROW 66 (Footpath) Clay Pit Piece – Debden Road
- PROW 75 (Footpath) Ross Close – Long Horse Croft

- 3.3 There is no footway provision currently along the boundary of the Site to the B184 Thaxted Road however on the opposite side of the carriageway there is a shared footway / cycleway. There are footways on both sides of the B184 Thaxted Road north of its junction with Peaslands Road up towards Radwinter Road and the town centre.

- 3.4 The majority of other residential streets in the local neighbourhood and northwards towards the town centre have footways on both sides of the carriageway.

- 3.5 In general, crossing facilities are uncontrolled however controlled crossings are provided in locations where there is significant demand and in areas where there is an interaction with higher traffic demand.

Figure 4 PROW Network & Path Connections



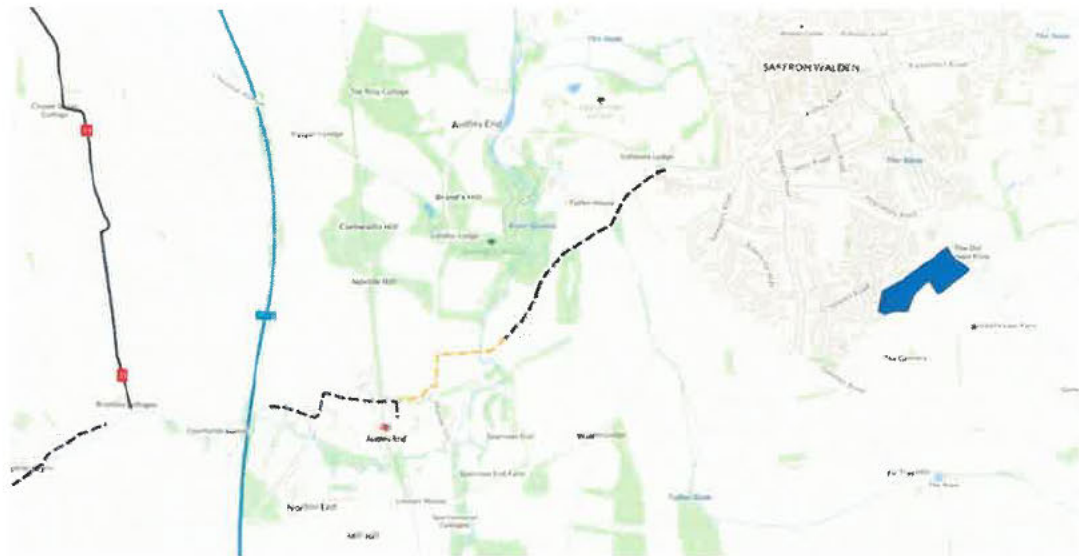
- 3.6 To the north of the site is an area of public open space that is owned and maintained by UBC and is regularly used by residents of the adjoining residential estate to the north for recreational purposes. Figure 5 shows that, presently, there are connections between the public open space and the existing adopted highway maintainable at the public expense at Tukes Way and Peal Road.

Figure 5 Connections to Public Open Space & Neighbouring Residential Estate



- 3.7 Dedicated cycle facilities are limited within the immediate area surrounding the Site. In general, traffic speeds on local roads are low enough to accommodate safe cycle movement alongside general traffic within the carriageway. Wenden Road to the west is a signed / recommended on-carriageway cycle route that extends towards Audley End railway station and onwards to connect to the National Cycle Route 11, as shown in Figure 6.

Figure 6 Local Cycle Connections



- 3.8 Table 3.1 provides a summary of the distances to key local amenities surrounding the Site along with associated walk and cycle times.
- 3.9 Para 4.4.1 of Manual for Streets (MfS) (2007) defines a walkable neighbourhood as a range of facilities within a 10-minute walk distance which, at a typical walking speed of 1.4 metres per second, is a walk distance of circa 840 metres.
- 3.10 From Table 3.1, it is evident that there are a number of day to day facilities within the walkable neighbourhood of the Site including a local primary school, shops and community centre to the north, the Knight Park retail park and recycling centre to the south-east as well as the skatepark and leisure centre to the north-east.
- 3.11 The Institute of Highways and Transportation (IHT) 'Providing for Journeys on Foot' document (2000) references 1.0km as an acceptable walking distance for all journeys with a maximum of 2.0km for commuting and education purposes. From Table 3.1 it is evident that there are a wide range of schools for all age ranges and the town centre that fall within this threshold walk distance from the Site.
- 3.12 In respect of cycling, the Local Transport Note LTN 1/20 'Cycle Infrastructure Design' (2020) considers a journey distance of five miles (or 8.0 kilometres) as an achievable distance to cycle for most people. Evidently, from Table 3.1 all of the local education, employment, retail, civic health and recreation facilities fall within this journey distance by cycle. Audley End railway station is also well within this journey distance threshold.

Table 3.1 Proximity of Local Amenities

Land Use	Destination	Postcode	Distance (kms)	Walk Time (mins)	Cycle Time (mins)
Education	St Thomas More Catholic Primary	CB11 3DW	0.8	10	3
	R A Butler Infant / Junior	CB11 3DG	1.1	12	4
	Saffron Walden Nursery	CB11 3AQ	1.4	17	6
	Saffron Walden County High	CB11 4UH	1.8	23	7
	Dame Bradbury's	CB10 2AL	1.9	26	7
	Katherine Semar Infant / Junior	CB11 4DU	2.1	-	11
	Joyce Frankland Academy	CB11 3TR	5.3	-	18
Employment	Shire Hill	CB11 3AU	1.2	15	5
	Saffron Walden Town Centre	CB10 1HR	1.6	19	7
	Ashdon Road Commercial Centre	CB10 2NQ	2.6	-	10
	Audley End Business Centre	CB11 4JL	4.2	-	15
Retail	Knight Park (Aldi, Costa, Pets at Home, B&M, Pure Gym, Premier Inn, Howdens)	CB10 2SG	0.4	6	2
	Cromwell Road Local Shops	CB11 4BE	0.4	6	2
	Tesco Express, Pleasant Valley	CB11 4AW	0.8	10	3
	Waitrose, Saffron Walden Town Centre	CB10 1EH	1.5	18	6
	Tesco, Radwinter Road	CB10 2JP	1.5	18	6
	Saffron Walden Post Office	CB10 1AR	1.7	21	7
Civic	Golden Acre Community Centre	CB11 4BL	0.6	8	2
	Saffron Walden Household Recycling Centre	CB10 2UP	0.6	8	2
	Uttlesford District Council Offices	CB11 4ER	1.5	19	6
Health	The Walden Dental Clinic	CB11 4ED	1.3	16	5
	New Road Dental Practice	CB10 1LR	1.4	17	5
	Boots Pharmacy	CB10 1HR	1.6	19	7
	The Gold Street Surgery	CB10 1EJ	1.7	20	7
	Crocus Medical Practice / Saffron Walden Community Hospital	CB11 3HY	2.2	-	7

Table 3.1 Proximity of Local Amenities (Cont.)

Land Use	Destination	Postcode	Distance (kms)	Walk Time (mins)	Cycle Time (mins)
	One Minet Skatepark	CB11 3ED	0.1	1	1
	Lord Butler Fitness & Leisure Centre	CB11 3EG	0.2	2	1
	Saffron Walden Community FC	CB11 3JS	1.3	16	5
	Saffron Walden Common	CB10 1FH	1.5	17	5
Recreation	Saffron Walden Tourist Information Centre	CB10 1HR	1.5	19	7
	Saffron Walden Library	CB10 1ES	1.6	19	7
	St Mary's Church	CB10 1JP	1.9	23	8
	Saffron Walden Museum	CB10 1JL	2.2	-	8
	Audley End Park	CB11 4JB	2.3	28	8

Active Travel Infrastructure - Proposed

- 3.13 The Development is supported by a comprehensive Movement & Access Strategy that seeks to deliver a good quality environment for all modes of travel to / from the Site that is:
- Attractive.
 - Well-connected and permeable to encourage walking and cycling to local destinations.
 - Able to encourage activity thereby improving personal security and safety.
- 3.14 Within the Site, streets are defined as corridors that not only provide a permeable, legible circulation pattern but also have important functions beyond just the movement of traffic, i.e. multi-functional spaces with a much higher 'place' function that are integrated within their surroundings and where pedestrians and cyclists are, in general, afforded greater priority than vehicular traffic.
- 3.15 The freedom of movement for active travel modes to access a broad range of local facilities and services is a priority of the Movement & Access Strategy. Specifically, with regard to the provision of new and improved infrastructure, the Movement & Access Strategy comprises the following:
- The creation of a high quality environment within the Site that provides direct connections to origins and destinations within the developable area and beyond that are permeable, coherent, safe and reflect the desire lines of movement.
 - The provision of key landmarks as well as easy to understand wayfinding both within and on key routes to / from external destinations to provide legibility.
 - The protection and enhancement of the Public Right of Way network both within and in the immediate vicinity, integrated into the network of new infrastructure within the Site.

- 3.16 Based on this framework, the aim is to:
- Provide a continuous network.
 - Maximise convenience by ensuring that all routes are direct and reflect desire lines of movement.
 - Ensure that usable, comfortable places are created and that crossing places are level.
 - Make routes clear and easy to follow with good sightlines and signage.
 - Create spaces that are safe, active and accessible to all.
- 3.17 The Movement & Access Strategy will deliver a 'walkable neighbourhood' with interconnected street patterns and where the daily needs of people within the area, such as work, play, education and shopping are within walking distance to minimise any reliance on the use of the car.
- 3.18 Crime and the fear of crime can deter people from making trips by foot and cycle. In this regard pedestrian and cycle activity will be overlooked and generally concentrated on active frontages avoiding, where possible, routes to the rear of building plots and other blind spots.
- 3.19 The principal, formal access corridors for pedestrians and cyclists will be constructed to full highway standards with sealed surfaces and concrete edging. These corridors will be lit and accompanied by a legible signage strategy. Crossing points are intended to be uncontrolled and will tie in with desire lines of movement with refuge islands provided where appropriate.
- 3.20 To accommodate all active travel mode user requirements, the Movement & Access Strategy incorporates a range of pathway types within the proposed development that are summarised below:
- **Multi-User Orbital Greenway**
 - 4.0m width
 - 1.0m managed grass margin on both sides
 - resin or polymer bound rubber crumb-grit compound surface (Trailflex or similar)
 - **Shared Footway / Cycleway**
 - 3.5m width
 - 0.5m managed grass margin on both sides
 - Asphalt sealed surface
 - **Footway**
 - 2.0m min. width
 - 0.5m managed grass margin to adjoining dwellings preferred
 - Asphalt sealed surface
 - **Recreational Path**
 - 2.0m min. width (variable)
 - 0.5m managed grass margin to adjoining dwellings preferred
 - Un-sealed surface

3.21 Figure 7 shows the distribution of these pathway types throughout the illustrative masterplan.

Figure 7 Active Travel Hierarchy



- 3.22 The multi-user Orbital Greenway will provide direct, convenient routes to the new green spaces (including Children's Play) and the semi-natural greenspaces in and around the Site. Strong landscape features, including the retention of existing hedgerows where possible, will define the multi-user Orbital Greenway.
- 3.23 The multi-user Orbital Greenway will, at its eastern end, connect into the existing Public Rights of Way network via PROW18 (Byway) that extends along Tiptofts Lane. The multi-user Orbital Greenway will connect into the existing public open space and residential estate to the north of the Site and will also be constructed to the south-western boundary to enable UDC to further extend the route towards Debden Road in the future as part of its Local Plan review.
- 3.24 In general, the maximum desirable longitudinal gradient on the footway / cycleway network, including the multi-user Orbital Greenway, within the Site will be 5.0% (1:20). Where natural steep changes in level are unavoidable, short sections may be constructed at 8.0% (1:12). Where these exist, flat platforms of at least 5.0m in length will be provided along its length.
- 3.25 Drainage will either be integrated into the wider highway solution or, where facilities are off-carriageway, such as multi-user Orbital Greenway and recreational paths, then drainage may be dealt with by a combination of French drains, rain gardens, natural ditches and swales.

- 3.26 Cycle parking is a key deliverable within the Movement and Access Strategy and will accord with the Essex Parking Standards – Design & Good Practice (2009), recognising the need to prioritise this mode of travel over and above the use of the private car. In so doing, it is not just the quantity of cycle parking provided for each land use but also the quality of such provision in respect of location, convenience and security.
- 3.27 For all dwellings within the Site, a minimum of one secure covered cycle parking space per dwelling will be provided. For houses where a garage meets the required minimum internal dimensions there will be no separate cycle parking provision. For flats, cycle parking will be grouped in one lockable storage area within the building.
- 3.28 The Site will also provide a Cycle Hire Hub located centrally within the development that provides 6 x electric vehicles available for the whole community for short-term hire. In addition, visitor cycle spaces will be provided, located in accessible, convenient locations throughout the site layout and provided at a ratio of 1 space per 8 dwellings.
- 3.29 The Developer will make commuted sum payments covering the maintenance of the Cycle Hire Hub for a 3-year period.
- 3.30 Beyond the boundary of the Site, the focus is to provide direct, cohesive, attractive connections by active travel modes to local amenities and Saffron Walden town centre. A comprehensive package of off-site works is proposed, that includes:
- B184 Thaxted Road shared footway / cycleway improvements comprising the construction of a shared footway / cycleway on the western side of the carriageway between the existing northbound bus stop opp. Knight Retail Park and Peaslands Road (a distance of 525m).
 - The provision of Toucan Crossings (pedestrian and cycle) at the proposed Site Access (a traffic signal controlled junction with a fourth arm added to the B184 Thaxted Road / Cardamon Road junction).
 - The construction of a multi-user (pedestrian, cycle & equestrian) Pegasus Crossing located 160m south-east of the proposed site access / 25m north west of Tiptofts Lane to connect PROW18 to the Green Mile via the Orbital Greenway.
 - Funding for the delivery of active travel connections across the public open space to the north of the Site for connections to the local bus stops at Winstanley Road (Tukes Way) and safe routes towards the local shops on Cromwell Road, local schools and Saffron Walden town centre via South Road.
 - Funding for active travel improvements along the Peaslands Road / Mount Pleasant Road corridor along with additional wayfinding on the wider Saffron Walden pedestrian and cycle network.
- 3.31 The B184 Thaxted Road shared footway / cycleway will comprise the construction of a 3.5m wide sealed asphalt surfaced shared footway / cycleway with improved lighting and drainage and will be delivered wholly within the publicly maintainable highway verge. Combined with the Pegasus Crossing at Tiptofts Lane, the new shared footway / cycleway will:
- Complement the existing shared footway / cycleway on the eastern side of Thaxted Road between the Knight Retail Park and Peaslands Road.
 - Connect into controlled crossing facilities at the Peaslands Road junction that will be implemented with the consented upgrade works;

- Deliver improved connectivity to the Public Rights of Way network and the future multi-user Orbital Greenway (to be delivered through the Local Plan review);
 - Deliver controlled crossing facilities, not only for pedestrians, but also cyclists (the latter does not exist at present) at the Thaxted Road / Site Access / Cardamon Road junction;
 - Improve connectivity between the retail, leisure and residential development on both sides of the Thaxted Road corridor.
- 3.32 The works to the Peaslands Road / Mount Pleasant Road corridor will complement the B184 Thaxted Road shared footway / cycleway as well as the consented works to the B184 Thaxted Road / Peaslands Road junction (conversion of the mini-roundabout to traffic signal control incorporating improved pedestrian and cycle crossing facilities), and could comprise:
- Increased provision of dropped kerbs and tactile paving along the Peaslands Road / Mount Pleasant Road corridor.
 - Improved carriageway surfacing along the Peaslands Road / Mount Pleasant Road corridor.
 - Provision of an improved connection to the 'Green Mile' adjacent to the Lord Butler Fitness & Leisure Centre.
 - Additional cycle signage towards the Town Centre throughout the study area.
- 3.33 Further consideration could also be given to:
- Removing the mini-roundabout between Peaslands Road and Hop Fields and provide a give-way priority junction, thereby reducing the number of potential conflicts for cyclists.
 - Reduction in carriageway lanes to enable a shared footway / cycleway along the northern side of Peaslands Road.
 - Provision of side entry treatment at various give-way priority junctions throughout the study area.
 - Provision of advanced stop lines at the Mount Pleasant Road / Debden Road signalised junction.
- 3.34 In addition, the Site has the potential to deliver formal lit, surfaced shared footway / cycleway links through to the publicly maintainable highway on Peal Road and Tukes Way, across the public open space to the north of the red line boundary. These active travel improvement works can be physically delivered with the consent of UDC, as landowner, or by way of financial contribution to cover the full cost of constructing the links to be carried out by the Council.
- 3.35 These formal lit, surfaced shared footway / cycleway links across the public open space will provide direct access to the local bus stops at Winstanley Road (Tukes Way) and safe routes towards the local shops on Cromwell Road and local schools. It will also provide future residents of the site a more attractive route north towards the town centre on lighter trafficked corridors such as South Road.

Public Transport Infrastructure - Existing

- 3.36 The nearest bus stops to the Site are as located at Winstanley Road (Tukes Way) to the north of the site within a 200m walk distance (3 minute walk time). The Winstanley Road (Tukes Way) bus stops are served by the Saffron Walden Town Centre service (Route 34) operated by Stephenson's of Essex and the Stanstead Airport to Saffron Walden service (Route 316) operated by Central Connect.

- 3.37 Route 34 operates on Tuesdays and Thursdays only with five return journeys per day. Route 316 operates between Monday and Saturday and provides an hourly service in both directions throughout the day and evening. Journey times from the Winstanley Road (Tukes Way) bus stops to key destinations are as follows:
- Saffron Walden (High Street) - 7 mins.
 - Saffron Walden (Tesco) - 16 mins.
 - Debden - 7 mins.
 - Thaxted - 18 mins.
 - Stanstead Airport (Coach Station) - 39 mins.
- 3.38 In addition to the above, bus routes 59 & 590 provide weekday peak period commuter services between Saffron Walden and Audley End railway station alongside route 301 which provides an hourly service throughout the day, Monday to Saturday between Saffron Walden and Bishops Stortford via Audley End railway station. Route 321 provides three return journeys per day, Monday to Saturday, between Audley End railway station and Haverhill via Saffron Walden.
- 3.39 All of these additional services are routed via Audley Road and London Road to the north-west of the Site. The nearest stops to the Site are at the Council Offices, a walk distance of 1.5kms (19 minute walk time).
- 3.40 ECC also operate a demand-responsive bus service, known as Essex DaRT, around the rural villages surrounding Saffron Walden. The DaRT 1 Service serves the villages to the west of Saffron Walden down towards Bishops Stortford. The DaRT 2 Service serves villages to the south-east of Saffron Walden towards Braintree.
- 3.41 Essex DaRT operates between 06:00 and 20:00hrs, Mondays to Saturdays, and is a flexible service that is pre-bookable enabling the bus to divert on and off its route to collect and drop off passengers within their operating area. When not operating a timetabled bus route or group booking, the DaRT bus is available for individual runs where no alternative transport is available.
- 3.42 Audley End railway station is located 4.4kms to the west of the Site, a cycle journey time of 16 minutes. Audley End railway station is managed by Greater Anglia and located on the West Anglia Main Line. The ticket office at the station is manned during daytime hours throughout the week. The station has 86 cycle storage spaces and 664 car parking spaces. Audley End is served predominately by trains operated by Greater Anglia although a few CrossCountry services still remain. Off peak frequencies are:
- **Greater Anglia**
 - 2 tph to London Liverpool Street (1 stopping, 1 semi-fast)
 - 2 tph to Cambridge North (1 stopping, 1 semi-fast)
 - 1 tph to Stansted Airport
 - 1 tph to Norwich via Cambridge
- tph = trains per hour*

- **CrossCountry**

- 3tpd to Cambridge (fast) then Birmingham New Street
- 3tpd to Stansted Airport

tpd = trains per day

Public Transport Infrastructure – Proposed

- 3.43 In respect of public transport, a fundamental deliverable of the Movement & Access Strategy is to maximise potential public transport patronage from the Site by providing competitive journey times to key destinations to present a realistic alternative to private car use and minimising impact on existing public transport users elsewhere on the networks. In this regard the Site will deliver funding to facilitate improvements to the Saffron Walden town centre bus service as well as enhanced passenger transport connections to Audley End railway station.

Bus Stop Infrastructure

- 3.44 New bus stops infrastructure will be delivered on the B184 Thaxted Road, located to the north of the proposed site access junction and outside / opposite the Lord Butler Fitness & Leisure Centre for north and southbound services respectively.
- 3.45 The bus stop infrastructure works will be delivered as part of the Site Access highway works and both new stops will include a shelter, flag, timetable frame, raised / dropped kerbs, clearway markings and Real Time Passenger Information. The northbound bus stop also incorporates a bypass for the shared footway / cycleway to the rear of the stop. The Developer will make commuted sum payments covering the maintenance of the Real Time Passenger Information installations for a 15-year period.
- 3.46 Local bus stop improvements will be made on Winstanley Road (Tukes Way) that comprises raised / dropped kerbs and bus stop clearway markings to supplement the existing bus stop flag and timetable frame.
- 3.47 In addition, local bus stop improvements will be made on Ross Close (The Glebe). Based on the current one-way service pattern along Ross Close there is only a bus stop in a north-easterly direction. Under the future service patterns within the Saffron Walden Town Centre area it is likely that there will be a two-way bus service along Ross Close that will require a new bus stop to be provided in the south-westerly direction.
- 3.48 Accordingly, the local bus stop improvements on Ross Close (The Glebe) will comprise raised / dropped kerbs and bus stop clearway markings as well as a new Essex Standard pole, flag and timetable frame at both the existing and proposed new facilities.

Bus Service Enhancement

- 3.49 In addition, the Developer is obligated by legal agreement to delivering a proportionate financial contribution for the delivery of a bus service directly serving the Site, Saffron Walden town centre and Audley End rail station that will deliver weekday, Saturday and Sunday daytime and evening services.

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Land West of Thaxted Road, Saffron Walden

Framework Travel Plan

- 3.50 The financial obligation secured by legal agreement will be pooled with other contribution secured from consented developments in the Saffron Walden area to cover the costs of running the future enhanced bus services within Saffron Walden.

4. Travel Plan Coordination, Monitoring & Budget

Site-Wide Structure

- 4.1 Given the scale of development on the Site, it is important that an appropriate structure is in place to facilitate the implementation of the Travel Plan programme and inform the work of the Site Wide Travel Plan Coordinator (TPC) to commit to the support and encouragement of sustainable travel choices.
- 4.2 The nominated TPC will be responsible for the delivery of measures as outlined to all residents. A TP Steering Group will be established by the TPC that will include key representatives from the community with representatives from the Council and other key stakeholders invited to attend regular meetings, the timetable for which to be determined by the TPC and Steering Group, but possibly linked to, by example, Parish Council meetings.

Travel Plan Coordinator

- 4.3 To ensure the effectiveness of implementing the TP and to secure its on-going success a Site Wide Travel Plan Coordinator (TPC) will be appointed by the developers prior to initial occupation of the proposed development.
- 4.4 The TPC is responsible for the implementation, communication, monitoring and management of the defined aims and objectives. The responsibilities of the TPC are to:
- Oversee the development and implementation of the TP.
 - Raise awareness of the TP through the implementing and promoting effective marketing campaigns through a range of media including a Site-Wide community website and regular newsletters/ leaflet drops etc.
 - Organise surveys and other data collection required to develop/ review the TP.
 - Act as the point of liaison with external organisations inc. Parish Councils, Uttlesford District Council (UDC) and Essex County Council (ECC).
 - Coordinate the monitoring programme including the setting of targets and review dates.
 - Providing additional communication support, referencing and detailing.
 - Control the budget for the development of the TP to ensure its efficient and effective use.

Travel Plan Coordinator – Handover Strategy

- 4.5 The role of the TPC is not static and will develop throughout the lifetime of the Travel Plan. Through the evolving and fluid nature of the TP, its publicity and promotion, it is anticipated that in due course an incumbent, enthusiastic member (or members) of the community with the time, resources and a keen interest in sustainability and transport will step forward to take over the TPC role.
- 4.6 Importantly the developers will retain the appointed Site-Wide TPC until such time that they are satisfied that the TP and its associated principles and initiatives are well established before any handover / transfer of the role to community members. The TPC will be employed by the Developer for a period of five years or until one year post the final occupation of the development, whichever is longer.

- 4.7 Any handover / transfer of the TPC role will be communicated to all key stakeholders / external organisations as part of the TP review.

Communication

- 4.8 The success of the TP will rely on the involvement and integration of the community. The TPC will need to ensure that the principles and initiatives within the TP are fully understood and will act as the first point of contact for any related issues or queries. Continual monitoring of the TP will need to be a progressive and staged process.
- 4.9 The TPC will also ensure that members of the community are given the opportunity to feedback on the success or otherwise of schemes implemented within the TP. This will be important in ensuring that the community feels involved and can take ownership of the TP and its processes. Issues arising from any communications will be recorded by the TPC to be provided as part of a Travel Plan Review Report, the results of which can be shared with the Council and other interested parties, as appropriate.
- 4.10 Promotional material, both in paper and digital formats, will be used to highlight the TP initiatives. Promotional material will include advice on the appropriate channels for raising specific transport-related matters, encouraging the community to contact the TPC for liaison with the appropriate authorities. All members of the community will also be made aware of any changes to TP initiatives through the various media outlets.
- 4.11 Primarily the TP will be web-based which allows monitoring, updates and any further initiatives/ actions to be posted. Recipients will be able to sign up for email updates, whereby if any travel information is updated or modifications are made to the TP, the information can be quickly relayed to all.
- 4.12 A web forum will also be introduced on the TP website to provide the community with a further information resource to ask questions about particular functions of the TP, or if they have any queries or initiatives which they feel could add to the TP process.
- 4.13 The web-based initiatives encourage the community to become involved with the TP, understanding the importance and helping shape the evolving document. Ultimately these combined measures will allow the TP to become an effective and fully functioning document that evolves into the fabric of the community.
- 4.14 Often it is difficult to engage with the community concerning the TP at first occupation, due to the many 'issues' that need to be dealt with at that time. In order to maximise the effectiveness of the TP measures, promote the development of the website and ensure the community is aware of the range of support measures in place, a quarterly road show will be held.
- 4.15 The road show will be an opportunity for the community to collect travel information, raise issues or concerns and sign up to travel email updates. Further supplementary offers, such as free 'Dr Bike' (cycle maintenance) sessions may be held at the same time.
- 4.16 Furthermore, it is important to recognise the impact that sales teams / front line staff have in encouraging and supporting sustainable travel choices.

- 4.17 Therein the TPC will undertake a programme of staff briefings with sales teams to ensure that they are aware of the TP programme, the range of options and initiatives available to residents and, more generally, to ensure that they have a good appreciation of the public transport and walking / cycling options in the surrounding area.

Monitoring

- 4.18 A programme of monitoring and review will be implemented to generate information by which the success of the TP can be evaluated. Monitoring and review are the responsibility of the TPC for reporting purposes. Information gathered through the monitoring process will be recorded for input to the review process. The type of monitoring measures outlined below incorporates both the collection of 'hard' analytical data and 'soft' data in the form of general feedback and correspondence.
- 4.19 The TRICS (SAM) Methodology for traffic counts will be adopted by the TPC to monitor performance against the primary target (namely reduction in SOV's) and the trip generational characteristics of the Site. SAM monitoring will be undertaken on a bi-annual basis for the first 5 years, i.e. Year 1, Year 3 and Year 5.
- 4.20 Travel questionnaires will also be regularly issued to both residents and other occupiers, structured to provide a robust level of information from which comparative assessments of travel demand can be made, but also to encourage recipients to detail any ideas or comments they may have on the success or otherwise of the TP. A baseline travel questionnaire survey will be conducted upon occupation of the 50th dwelling to be statistically relevant and will be repeated annually for the duration of the development build programme.
- 4.21 In addition, and as part of the monitoring process the TPC will seek to:
- Record comments from the community and establish the perceived level of demand for services.
 - Monitor the effective use of the movement infrastructure within the community.
 - Monitor the level of usage of the Cycle Hire Hub and visitor cycle parking areas to establish demand and any requirement to increase provision.
 - Monitor usage of the Car Club operation, if and when it is established, ensuring that the operator provides data on the uptake of the scheme periodically.
 - Establish the level of demand for local public transport services and uptake of the free travel pass vouchers.
- 4.22 On an annual basis the TPC will report to UDC / ECC on the actions undertaken during the previous 12 months, results of the monitoring undertaken and will also submit an action plan for key measures to be undertaken over the following 12-month period.
- 4.23 A Travel Plan Monitoring Fee of £1,596 per annum (index linked) will be secured by legal agreement for monitoring and support from the Essex Travel Plan Team. The Travel Plan Monitoring Fee will be paid from first occupation for 5 years or until 1 year after final occupation, whichever is longer

Administration

- 4.24 Administration of the TP involves the maintenance of necessary systems, data and paperwork, consultation and promotion. These duties are specific to the TPC, in the interests of confidentiality, and will include the regular updating of the TP document as well as the monitoring and updates, where required to the TP website. Specifically, the TPC will maintain:
- Details of travel patterns derived from the regular Travel questionnaires that are to be retained for input to the review process.
 - Feedback from the monitoring procedures maintained for input to the review process.
 - Copies of historic review reports retained for reference purposes and for analysis of the longer term effectiveness of the TP.
 - A correspondence file to keep all communications made in respect of the on-going management of the TP.
 - A record of travel related incidents, meetings, comments and general observations of the TPC to be retained for input to any review process.

Review

- 4.25 It is evident that the TP is a strategy that will evolve over time. The key objective of the Plan is to 'educate' the community and to facilitate travel by sustainable modes. This will not change however it may be possible over time to define or re-define specific targets. The TP will therefore be the subject of an annual review process in order to measure its success or otherwise and to identify the potential for improvements to the physical and management travel initiatives being offered.
- 4.26 A vital element of the review process is the re-issuing of the Travel Questionnaire. Although the travel database will be regularly updated, the re-issue of the Travel Questionnaire to the community will offer the opportunity to gather new information about wider attitudes to travel. Analysis of the Travel Questionnaire will also yield up to date information for comparison with data derived at the introduction of the TP.
- 4.27 The re-issuing of the Travel Questionnaire will be supported by further publicity through mediums such as the website, web forum and/ or regular newsletters, posters and flyers. The TPC will then compile a snapshot Review Report incorporating the following:
- The results of follow up surveys.
 - Analysis of the results from data collection exercises in terms of performance against targets/milestones set.
 - Details of any changes within the development over the time period that could affect travel patterns.
 - Direct feedback from the community.
- 4.28 The findings of the monitoring programme will be reported annually to UDC / ECC along with an action plan of measures for the following year. Effective TP's are those that adapt to change; a living process not a document written and forgotten about.

- 4.29 Therein it will be critical that the TPC works in partnership with other key stakeholders, including the Council, to ensure that the programme is achieving the targets set out.

Budget

- 4.30 It is critical that a TP is supported financially to ensure it achieves its aims and objectives. With this in mind, the TPC will be assigned a budget to cover a range of measures and supporting functions including:
- TPC support, including surveying, updated reports, coordination and monitoring.
 - The design, build and hosting of the Community Web resource and email group
 - Travel Information Pack - design, print and updates during the TP period.
- 4.31 By setting a total budget, for the period of the development-build-out programme, as opposed to costs against individual measures, there is the capacity for flexibility in the TP and the TPC will work with UDC / ECC to ensure measures are targeted and offer value for money.
- 4.32 As outlined in the Section 6 of the TP, should modal split targets not be met, the developers will increase this budget by 20% to cover the cost of any additional marketing and communications measures.
- 4.33 It is also the case that this budget does not include for the substantial investment proposed to significantly enhance active travel mode infrastructure and public transport provision / infrastructure, as detailed in Section 3 of the TP.

5. Sustainable Travel Initiatives

5.1 The objectives of the TP, as highlighted in Section 2, are supported by a series of physical and management measures that:

- Minimise the need for travel.
- Encourage greater use of active travel modes and public transport services.
- Minimise the number of trips to and from the proposed development by single occupancy car.
- Are suitable for review and monitoring and adaptive to future changes in travel habits/ patterns.

Sales & Marketing

5.2 The TPC will work closely with the Sales and Marketing team to ensure that they are aware of the role of the TP. In this way, prospective purchasers will be provided with information about the benefits of the TP and the Site's accessibility by sustainable modes of transport prior to taking up residence within the Site. This measure will encourage the use of sustainable modes of transport from initial occupation.

Reducing the Need to Travel

5.3 The Site will deliver super-fast broadband connectivity to all dwellings. Through sustainable design and location, the Site-wide community will be able to access a broad range of local facilities and services by active travel modes. This will be a key focus of the material included within the Travel Information Pack. In addition, the development will also deliver traffic-free Children's Play areas.

Community Website

5.4 A community website will be established that is accessible to all and will contain information regarding public bus services, routes and prices. In addition, further information will be provided regarding suitable formal and recreational active travel routes within the local area that includes links to key local services and amenities and leisure route / opportunities.

5.5 The website will also contain information on how to sign-up to the community Car Club network, including booking details. It will also provide hyperlinks with details of relevant contact addresses, telephone numbers and on-line websites administered by UDC / ECC and transport providers, local taxi companies as well as details of local business offering home delivery services.

5.6 The website will be continually monitored to ensure that all information provided is up to date. It is proposed that alerts to any changes in the information contained within the website will also be publicised on the community Facebook/Twitter page as well as, if recipients wish, by email.

Travel Information Pack

5.7 An introductory Travel Information Pack (TiP) will be provided to all occupants upon completion of the purchase of a property. The TiP will contain up-to-date details of community-led and public bus services including the location of / practical routes to access bus stops, timetable information, rail connections etc.

- 5.8 In addition, the TiP will contain comprehensive details of safe walk and cycle routes to key destinations, both internal and external to the Site, as well as details of bicycle purchase offers. The TiP will also provide promotional material highlighting the health benefits of walking and cycling and the wide range of leisure opportunities available in the immediate vicinity of the Site.
- 5.9 The TiP will also provide details of the Cycle Hire Hib and Car Club as well as essential contact addresses, telephone numbers and on-line websites administered by UDC / ECC and transport providers, local taxi companies as well as details of local business offering home delivery services. The information contained within the TiP will be monitored and reviewed by the TPC to ensure that it is kept current.

Travel Vouchers

- 5.10 Travel Vouchers will be included within the TiP, equivalent to £100 per dwelling to include:
- A minimum of 6 x scratch card tickets to be redeemed against bus travel;
 - A minimum of 10 hours of driving time using the electric car club vehicle;
 - A minimum of 10 hours cycling time using the electric cycles.

Notice Boards

- 5.11 Notice boards will be placed in prominent locations throughout the Site, highly visible to residents and visitors. The notice boards will be updated by the TPC who will use them to promote sustainable transport events and to provide notifications of any new or changes to local services and infrastructure as well as promotional events.

Sustainable Travel Email Group

- 5.12 In order to develop a mechanism to communicate with residents on an ongoing basis an email group will be set up to which all new residents will be encouraged to sign up to, via the introductory TiP and other media, for regular updates. The TPC will then use this outlet to promote specific initiatives, events and offers as well as to promote timetable changes and other travel news.

Car Club

- 5.13 The Car Club will offer a convenient way to use a car without the expense of ownership. This will be a community-led partnership scheme with a local dealership to zero-emission vehicles for short-time hire through an accessible app-based booking system.
- 5.14 The Site will deliver one electric car club vehicle for which two on-street dedicated parking spaces will be provided. These spaces will be distributed evenly within the Site and be provided with the associated signage, carriageway markings and vehicle charging facilities.
- 5.15 Information on how to sign up to the Car Club and methodology for booking will also be included in the TiPs and details will also be posted on community notice boards.

Car Share

- 5.16 All occupants will be made aware of Essex Car Share (part of the Liftshare network). This website provides a car sharing service that enables members to make contact with each other for the purpose of sharing their vehicles for a range of journey purposes thereby reducing the number of single occupancy car journeys. This is particularly effective in reducing commuter trips by single occupancy vehicle. Details of the car share website will be provided in the TiP and on the community website.

Cycling Initiatives

- 5.17 Promoting cycling as a mode of sustainable travel is key to encouraging a modal shift away from cars being the dominant form of transport. The Site has a range of cycling infrastructure deliverables that are set out in Section 3 of the TP.
- 5.18 Secure, covered cycle parking provision is also made available within individual residential properties in addition to public cycle parking facilities for visitors. The TPC will seek to partner with local bicycle outlets, such as Newdales in Market Walk, Saffron Walden, to explore:

- Opportunities / incentives for discounted purchase schemes for the community.
- The establishment of a cycling forum allowing cyclists of all abilities to share information and advice.
- Publishing details of local cycle events and leisure opportunities, working with key stakeholders.
- Organising 'Dr Bike' sessions - MOT-type checks covering basic maintenance (including tyres, brakes, gears and general bike set up).
- Delivery of cycle training sessions.

Cycle Hire Hub

- 5.19 A Cycle Hire Hub will be provided by the Developer, centrally located within the Site that will provide 6 x electric cycles made available to the whole community for short-term hire.

Public Transport Initiatives

- 5.20 To maximise the potential usage of public transport, the TPC will work closely with UDC / ECC and the public transport operators to provide the requisite infrastructure and services. In so doing the key to the success of public transport as a viable mode of travel will be to ensure that:
- Services are frequent and punctual to match the travel demands of the community for a range of journey purposes.
 - Boarding points are convenient to the areas of population that they serve.
 - Bus stop infrastructure and vehicles facilitate step free access.
 - Vehicles are modern, encompassing new technologies on comfort, noise, emissions as well as the provision of passenger waiting facilities designed to reduce crime and the fear of crime, incorporating appropriate safety features, lighting and comfort.

- That the marketability of services is maximised, possibly through the use of easily distinguishable vehicles branded to reflect the service being provided, as well as comprehensive and accurate information for passenger concerning services and facilities.

5.21 In addition, details of the connecting rail services operating from Audley End railway station will be included within the introductory TiP and within the range of media platforms, including links to relevant journey planning websites.

Personalised Travel Planning

5.22 The TPC will organise personalised travel planning sessions that, on request, will provide a tailored travel planning service for individuals, highlighting the most sustainable transport choices for long and short distance journeys.

6. Action Plan & Targets

- 6.1 The aims and objectives of a TP are to increase awareness of more sustainable travel options and to encourage their use, with the objective of reducing the need to travel as well as demand for private car-based travel. The monitoring and review programmes put in place will enable the progress of the TP to be checked in the context of specific targets.
- 6.2 In order to achieve the aims and objectives of the TP a clear framework of targets and milestones, including both short and long term objectives, will be set in the form of an Action Plan. The Action Plan will then be reviewed by the TPC prior to any review to check performance and identify the need for any corrective actions that may need to be put in place for the following period. An updated Action Plan will then be published as part of the Review Report. Details of the preliminary Action Plan are outlined within Table 6.1 below.

Table 6.1 Action Plan

Action	Responsibility	Timescale
Appointment of TPC	Developers	At least 3 months prior to 1 st occupation and to remain in post for a min. 5 years or 1 year post the final occupation of the development
Implement TP process	TPC	Prior to 1 st occupation
Deliver sales team / front of office staff training	TPC	Upon opening of sales office
Establishment of TP Steering Group	TPC	Upon appointment of TPC – to include key members of Community and other key stakeholders – regular mtgs. to be held, potentially linked to, by example, Parish Council mtgs.
Produce & distribute promotional leaflets & posters to promote the commencement of the TP	TPC	Details to be made available for the commencement of the sales / marketing campaign
Produce TiPs, community website and set up sustainable travel email group	TPC	Prior to 1 st occupation - updated where necessary
Travel Vouchers	Developers / TPC	To be included in TiPs
Provide infrastructure to reduce the need for travel & support sustainable travel options incl. broadband.	Developers	From 1 st occupation & phased within development programme
Delivery of the active travel infrastructure incl. Orbital Greenway, recreational footpaths, B184 Thaxted Rd improvements & off-site active travel infrastructure contributions	Developers	Prior to 1 st occupation
Delivery of enhanced local bus services	Developers in conjunction with HCC PT team & operators	Financial contribution to be secured To be worked up prior to 1 st occupation with enhanced service timed to align with delivery of this development and other committed developments in the local area

Table 6.1 (cont.) Action Plan

Action	Responsibility	Timescale
Installation of Electric Vehicle Charge Points incl. fast charge sockets in public areas	Developers	From 1 st occupation & phased within development
Establishment of Car Club	Developers / TPC / Local Dealership	From 1 st occupation & phased within development
Delivery of Cycle Hire Hub & visitor cycle parking	Developers	From 1 st occupation & phased within development
Send out invitations to occupants and organise formal launch of TP through initial road show events - consider ways in which this can be high profile to maximise interest	TPC	On occupation of 50 th dwelling
Host road show event	TPC	Periodically – linked to another event, e.g., Parish meeting
Implement Personalised Travel Planning service	TPC	From appointment of TPC & throughout lifetime of TP
Instruct initial travel surveys	TPC	On occupation of 50 th dwelling
Undertake annual monitoring of TP with updated travel surveys (and submit annual snapshot update report to the Council)	TPC	4 th quarter of each calendar year
Conduct thorough review of TP measures & initiatives – update targets to suit	TPC	Submitted to UDC / ECC on 1 st , 3 rd and 5 th anniversaries (snapshot reviews in 2 nd & 4 th years)
Monitor usage of Cycle Hire Hub, Car Club and other sustainable transport infrastructure & assess requirement for additional provision	TPC	One month prior to annual monitoring of Travel Plan

SMART Targets

- 6.3 The predominant indicator of the success of a TP is generally considered to be a change in the modal split of trips to and from the Site with a greater proportion of trips by non-car modes and a reduction in the number of single occupancy vehicles.
- 6.4 In the context of the aims and objectives outlined within Section 2 of the TP recognising the comprehensive investment proposed in the promotion of sustainable transport initiatives and the Action Plan in Table 6.1, the preliminary SMART targets of the Travel Plan within the first 5 years of its implementation are as detailed within Table 6.2.

Table 6.2 Preliminary Mode Share Targets

Mode	Baseline Percentage Split	Target Year 1	Target Year 3	Target Year 5
Walk	21.1%	21.5%	22.0%	22.5%
Cycle	1.4%	2.0%	3.0%	3.5%
Bus	1.9%	2.5%	3.5%	4.0%
Rail	7.0%	7.0%	7.0%	7.0%
Vehicle Driver	62.8%	61.0%	58.5%	56.5%
Vehicle Passenger	4.4%	4.5%	4.5%	5.0%
Other (incl. Taxi & m'cycle)	1.4%	1.5%	1.5%	1.5%
TOTALS	100.0%	100.0%	100.0%	100.0%

6.5 The SMART targets in Table 6.2 will form the basis of the snapshot review of the TP will be conducted as a gauge of the success, or otherwise, of the measures implemented. The SMART targets will be the subject of a more thorough scrutiny every 5 years as part of the comprehensive review of the TP.

Remedial Measures

6.6 In the event that targets are not met the TPC will ensure that corrective measures are put in place in consultation with UDC / ECC that will comprise:

- **Step 1:**
 - A review meeting with UDC / ECC to determine what measures can be taken to further reduce travel-related impacts and achieve a greater take up / reinforcement of the measures and incentives included within the TP.
- **Step 2:**
 - The identification and implementation of additional TP measures to those already identified (if targets are not being met towards the completion of the development).
- **Step 3:**
 - An increase to the TP budget by 20% to fund additional marketing and communication to promote the existing opportunities to travel sustainably.

ANNEX A – UDC’S Allocation Policy



UTTLESFORD DISTRICT COUNCIL

HOUSING ALLOCATIONS SCHEME (ALLOCATIONS POLICY)

Uttlesford District Council Housing

Allocations Scheme

1. Introduction

- 1.1 The Council is required, by virtue of Section 168(1) of the Housing Act 1996 to have an allocations scheme for determining priorities and the procedure to be followed in allocating housing accommodation.
- 1.2 We have written and published this policy so everyone can be clear how:
 - i. Council houses are allocated
 - ii. The homes we are offered by our Registered Providers (RP) are allocated
 - iii. Applicants on our housing register have some choice about the home they are offered;
 - iv. We meet the law's requirements about people whose housing needs we should consider.
 - v. We make best use of the available housing stock within the District
 - vi. We give preference to those applicants who have a local connection to the District
- 1.3 This Allocations Scheme has been formulated in accordance with the provisions of
 - The Housing Act 1996, as amended by the Homelessness Act 2002
 - The Localism Act 2011
 - The Allocation of Accommodation: Choice Based Lettings Code of Guidance 2008
 - The Equality Act 2010
 - The Allocation of Accommodation: Guidance for Local Housing Authorities England 2012
 - Providing social housing for local people: Statutory Guidance December 2013
 - Other relevant legislation and Guidance
- 1.4 In operating the Allocations Scheme, the Council will have due regard to legislation which shall take precedence.

2. Choice Based Lettings

- 2.1 The Council allocates accommodation through a Choice Based Lettings Scheme (CBL) called Home Option. The scheme enables applicants to

express an interest in available properties which are advertised in a fortnightly publication and on a website. All applicants are provided with detailed information explaining how the scheme operates.

2.2 Under the CBL Scheme, applicants are able to register their interest in properties which are suitable for their household size and needs in accordance with the terms of this Allocations Policy.

2.3 Direct Lets

2.3.1 Direct Lets will not be part of the choice based lettings scheme.

2.3.2 Direct Lets may apply in the following circumstances:

- i. Extra care properties
- ii. If a property is needed to house someone in council property temporarily
- iii. In cases of where someone has to be moved immediately a direct let may be made
- iv. In the case of a specially adapted property built for a specific person
- v. Decants – Council properties required to be vacated by the Council for a specific purpose
- vi. If a previously joint applicant qualifies to be offered the property of which they were previously a joint tenant we will make them an offer of that property
- vii. Where applicants owed the full homelessness duty by the Council under Section 193 of the Housing Act 1996 as amended who do not meet the Council's Allocation's Policy eligibility criteria.
- viii. In cases where a multi-agency team requests a planned move to resolve a serious management situation a direct let (one offer only to be made) may only be considered if the situation cannot be resolved by any other means and the tenant is either an existing Uttlesford tenant or the tenant of a RP property within Uttlesford and the subsequent vacancy would be allocated through the council's Choice Based Lettings Scheme
- ix. Exceptional cases where there is an evidenced risk of significant harm to a vulnerable household, where there are no other housing options available, and which is supported

by at least one other agency, for example social care. Cases to be agreed by the Asst. Director

3. The Allocations Scheme

- 3.1 Allocation of accommodation will be through the Housing Register in accordance with the provisions of the Allocations Scheme.
- 3.2 The Council recognises that there may be some exceptional situations not covered by the Allocations Scheme. In such instances, Assistant Director of Housing and Environmental Health will have delegated authority to make decisions, as he/she considers appropriate and these will be fully documented.
- 3.3 The Scheme will apply to vacancies in the Council's own housing stock and to vacancies in accommodation in the District belonging to RPs for which the Council is required to make nominations.
- 3.4 The provisions of this Allocations Scheme will apply to applicants on the Council's Housing Register at the effective date of this Allocations Scheme, as well as those who apply after the effective date.
- 3.5 **The Allocations Scheme will not apply in the following cases;**
 - i. Where a tenant succeeds to a secure tenancy on the death of a tenant
 - ii. Where a tenancy is assigned to a person who would qualify to succeed to the secure tenant
 - iii. Where a tenancy is assigned by way of a mutual exchange to an existing secure tenant or RP assured tenant
 - iv. Where a tenancy is disposed through the courts (under matrimonial and family proceedings)
 - v. Where a priority transfer is agreed in urgent circumstances due to person's safety being at risk.
 - vi. Where a property has been identified as temporary accommodation
 - vii. Where the council needs to provide alternative accommodation for a council tenant in order to carry out repairs or improvements to their property.
 - viii. Where the council needs to provide accommodation to meet its duties under homelessness legislation

- ix. Where the council has a duty to re-house home owners following a compulsory purchase, provide suitable alternative accommodation under the Land Compensation Act 1973, s 39, or under the Rent Agricultural Act 1976. (If it is not possible to provide a permanent tenancy immediately, the applicant will be registered within band A of the scheme).
- x. Where the council grants a secure tenancy to a former owner of a defective home under the Housing Act 1985, s554 or s555

4. The Housing Register

- 4.1 The Council is not legally obliged to maintain a Housing Register but has chosen to do so.
- 4.2 The Housing Register will be maintained by Housing Services at the Council Offices in Saffron Walden.
- 4.3 The Housing Register will be open to all categories of person except those who are ineligible as defined at Paragraph 5.
- 4.4 The Housing Register will be open to;
 - i. homeseekers of 18 years of age and over
 - ii. current council or RP tenants
 - iii. 16 and 17 year olds owed a full housing duty by a local housing authority under homelessness legislation.
 - iv. 17yr 6mth old Care Leavers who were resident in Uttlesford at the time they were placed in Care or who are living in Uttlesford immediately prior to the time of leaving care
 - v. People with the capacity to understand and adhere to a tenancy agreement

5. Eligibility categories

5.1 Eligibility

- 5.1.1 The following categories of applicant may not be eligible for the Housing Register;
 - i. Persons subject to immigration control (except those in classes prescribed by the Secretary of State as being eligible for an allocation of housing)
 - ii. Persons not habitually resident in the Common Travel Area (i.e. the U.K., Channel Islands, Isle of Man and the Irish Republic)

5.1.2 Any person making an application who is identified as falling under the Asylum and Immigration Act 1996 will be assessed in accordance with the Act.

5.1.3 Eligibility for housing will be determined in accordance with the Allocation of accommodation: guidance for local authorities in England issued by the government under s169 of the Housing Act 1996 Part 6 as amended by the Localism Act 2011.

5.1.4 Any other persons the Secretary of State may by regulations prescribe as persons from abroad who are ineligible to be allocated housing by local authorities in England.

5.2 Local Connection Eligibility

5.2.1 Any applicant who does not meet one or more of the following local connection eligibility criteria will not be eligible to join the housing register.

- i. Have lived continuously in the Uttlesford District for the last 3 years (time spent away at University or college will count as living continuously within the district providing the applicant had previously lived in the district immediately prior to the start of their course.)
- ii. Living outside of Uttlesford or within the District for less than 3 years but have immediate family members who have lived in Uttlesford for the last 5 years and from whom they are receiving or giving substantial ongoing support that cannot be provided from outside of the District
- iii. Living outside of Uttlesford but have been permanently employed in the Uttlesford District for a minimum of 3 years and working at least 24 hours per week
- iv. Applicants who meet the Right to Move criteria as set out in Appendix III.
- v. Applicants who are owed a full homelessness duty by Uttlesford District Council under s.193 of Part VII of the Housing Act 1996, as amended and where a Senior Officer has agreed exceptional circumstances resulting in the need for access to social housing locally
- vi. Applicants who have been assessed as falling within a reasonable preference category (under 166A (3) of Part 6 of the Housing Act 1996) and where a Senior Officer has agreed exceptional circumstances resulting in the need for access to social housing locally.

- vii. Applicants who are owed a prevention and/ or relief duty under The Homelessness Reduction Act 2017 and where a Senior Officer has agreed exceptional circumstances resulting in the need for access to social housing locally
- viii. Care leavers up to the age of 25 who were originally from Uttlesford but were accommodated outside of the district
- ix. Care Leavers who were placed in Uttlesford for at least 2 years including sometime before they reach the age of 16. They will retain a connection to Uttlesford until they reach the age of 21
- x. Other special reasons, to be agreed by two Senior Officers at their discretion, for example where an applicant has no safe connection to another area due to domestic abuse

5.2.2 The following categories of person will be exempt from local connection criteria:-

- i. Existing social housing tenants residing in the Uttlesford District
- ii. Applicants who are serving members of the regular forces or who have served in the regular forces, if the application is made within five years of their date of discharge.
- iii. Applicants who have recently ceased or will cease to be entitled to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner where:-
 - the spouse or civil partner has served in the regular forces; and
 - their death was attributable (wholly or partly) to that service
 - Is serving or has served in the reserve forces and who is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to that service and the application is made within five years of discharge.

5.3 Financial Eligibility

5.3.1 Any homeseekers who in the opinion of the Council has sufficient funds including: annual income, residential property equity, savings, or other assets to enable them to meet their own housing costs by open market purchase or open market renting will be ineligible to join the housing register.

5.3.2 Any lump sums received as compensation for injury or disability sustained on active service by either, members of the Armed Forces, former Service personnel, bereaved spouses and civil partners of members of the Regular Forces, or serving or former members of the Reserve Forces, will be disregarded from this criterion

5.3.3 Owner Occupiers, or other applicants who are financially ineligible to join the housing register, will be eligible to join if they qualify for sheltered housing.

5.4 Housing Related Debt Eligibility

5.4.1 Applicants with housing related debt will generally not be eligible to join the housing register if they are not addressing the debt. Housing related debt includes rent arrears to the Council, RP, other local authority or private landlord, also Council Tax and any monies given through the Councils Rent Deposit Guarantee Scheme.

5.4.2 When a financial assessment carried out by the Council shows that the debt cannot be cleared immediately then a realistic and affordable repayment arrangement should be agreed to clear the debt.

5.4.3 Applicants will become eligible to join the register if they have an agreed repayment plan in place and have made regular payments for at least 12 months or the debt has been cleared in full.

5.4.4 Council and RP tenants who have been accepted onto the housing register but have rent arrears on their current property will not be offered another tenancy until all rent arrears have been cleared in full.

5.4.5 Accepted homeless applicants who have rent arrears on their current temporary accommodation will not be offered accommodation that would discharge the Council's homelessness duty until the rent arrears are cleared in full.

5.4.6 Housing Associations may also hold their own policy on debt.

5.4.7 All cases of housing related debt will be considered on an individual basis taking account of all the information provided by all interested parties. All exceptions to the above Policy criteria on debt are to be agreed by two Senior Officers.

5.5 Exclusions from the Housing Register

5.5.1 The Council may exclude someone from the register if it considers it proportionate and reasonable to do so as a result of unacceptable behaviour. The Council will take into account all relevant factors such as health, dependants and the individual circumstances of the applicant when making these decisions. The decision to exclude someone from the housing register will in the first instance be made by the Housing Options Team Leader.

5.6 Unacceptable Behaviour

5.6.1 "Unacceptable behaviour" " is defined as behaviour, which would, if the person was either a secure tenant or a member of a secure tenants household, entitle a landlord to a possession order under any of grounds 1 to 7 of HA 1985 sch 2."

5.6.2 If an applicant who has previously been refused an application onto the housing register because of unacceptable behaviour and considers that their unacceptable behaviour should no longer be held against them they can complete a new application from.

5.6.3 When making decisions regarding unacceptable behaviour Uttlesford District Council will consider:

- i. If the applicant (or a member of their household) has been guilty of unacceptable behaviour serious enough to make them unsuitable to be a tenant.
- ii. When the unacceptable behaviour took place. Consideration will be given to the length of time that has elapsed, this will be a minimum of two years and whether there has been any change in circumstances.
- iii. What action the landlord would have taken against the perpetrator of the unacceptable behaviour. The behaviour must be serious enough for the landlord to be granted a possession order as detailed above.
- iv. Whether the behaviour is serious enough to make the applicant unsuitable as a tenant.
- v. If the applicant or any member of their household is subject to an Anti-Social Behaviour Order an Acceptable Behaviour Contract or any similar penalty introduced by the ASB and Crime and Policing Act 2014 or any relevant legislation.

5.6.4 The Council may decide to exclude existing applicants from the register where they become aware of unacceptable behaviour that would make them unsuitable to be a tenant.

- 5.6.5 All decisions made by the Council in relation to excluding applicants from the housing register are subject to review if requested by the applicant (see 16).

5.7 Notifying an ineligible applicant

- 5.7.1 Applications from ineligible applicants will not be registered. The applicant will be notified in writing of the decision and the reasons for the decision will be explained to them.

6. Application to the Housing Register

6.1 Advice and Information

- 6.1.1 The Council will ensure that advice and information is available free of charge to persons in the District about the right to make an application for housing.
- 6.1.2 The advice and information can be provided by the Council on the phone, by letter/e-mail or in person at the Council Offices. Applicants may also seek advice from other agencies such as the Citizens Advice Bureau.
- 6.1.3 Applicants will be required to complete an on-line application form for inclusion on the Housing Register and to provide supporting documentation as the Council deems appropriate to allow an assessment of their entitlement to housing accommodation to be made.

6.2 Joint Applicants

- 6.2.1 Applicants may be a joint applicant with another person although for a joint application, both applicants must be eligible under this policy, except for the local connection criteria where only one of joint applicants needs to meet the criteria.

6.3 Definition of a household

- 6.3.1 Applicants should only include persons on their application who are established members of their household and who will be occupying the accommodation as their only principal home.

6.3.2 Non-dependent adults will not be considered as part of the household. Unless they have had continuous recorded residence with the applicant, except whilst in further education.

6.3.3 Applicants with a shared residence order or staying contact for children are not automatically entitled to bedrooms for their children. The general principle is that a child needs one home of an adequate size, and that the council will not accept responsibility for providing a second home for children. The council will make an assessment based on the individual circumstances.

6.4 Documents

6.4.1 As part of the application process, applicants will be asked to provide the following documentation:

- i. Photographic proof of their identity or a full birth certificate for all those included on their application
- ii. Proof of immigration status for all those included on the application
- iii. Proof of current address
- iv. Proof of meeting the local connection residency criteria
- v. Proof of dependency responsibilities anyone living with them
- vi. Proof of income, including bank statements for all accounts held
- vii. Proof of savings for all accounts held
- viii. Details relating to previous accommodation where appropriate

6.4.2 We may require additional information according to an applicant's circumstances and may sometimes need to contact third parties to verify the information that the applicant has given us. By completing the application form applicants, as detailed on the form, are giving consent for us to do this.

6.4.3 If all the required supporting documents are not received within 28 days the application will be cancelled.

6.4.4 If assistance is needed in making an application to the Housing Register help will be available from the Housing Services Department.

6.5 User guide

6.5.1 When an applicant has been found to be eligible to join the Register, we will assess their application and they will receive a letter of confirmation and access to an on-line Scheme User Guide which will tell them:

- i. Their HomeOption identification number;
- ii. The Band that their application has been placed in and the date from which this takes effect
- iii. The size of home for which they are eligible
- iv. Details of how they can register interest for a home under CBL

6.5.2 If from an application form we have identified that an applicant may need assistance with using the Scheme we will add their name to a database of applicants for whom assistance with making expressions of interest is offered. Applicants can be added to this list at any time upon their request.

6.5.3 A printed version of the User Guide can be provided on request.

6.6 Renewal of applications

6.6.1 In order to keep the Housing Register up to date, applicants will be required to renew their application, this will normally be on the anniversary of their application. Applicants will be prompted to renew their application when they log on to the HomeOption website. They will also be sent an email to the email address supplied on their application or a letter to the address registered on the application.

6.6.2 If an applicant fails to renew their application within 28 days from the date they received a communication to say that renewal is due, they will be deleted from the Housing Register without further notification.

6.7 Cancelling an application

6.7.1 We will only cancel an application if:

- i. The applicant has written to us to ask us to cancel it, or

- ii. The applicant has not responded to the renewal requests (see paragraph 6.6 above) or
- iii. The applicant has accepted an offer of accommodation through HomeOption.
- iv. The applicant has ceased to be eligible (see paragraph 5 above), or
- v. The applicant has made false or deliberately misleading statements in connection with their application (see paragraphs 18 below)
- vi. The applicant has not provided documentary proofs for their application within 28 days of completing the on-line form

7. Access to Information

7.1 Upon written request, an applicant, will be able to;

- i. receive a copy of their details entered on the Housing Register free of charge
- ii. receive copies of documents provided by them
- iii. have access to their file in accordance with the provisions of the Data Protection Act 1998
- iv. ask for a formal review of any decisions about the facts of their case
- v. be informed in writing of any decision about the facts of their case and of their right to request a review of any such decision
- vi. receive general information to enable an applicant to assess;
 - how their application is likely to be treated
 - whether accommodation appropriate to their needs is likely to be available and, if so, when

8. Assessment of Housing Need and Allocation of Properties

8.1 Assessing Housing Need

- 8.1.1 Applicants housing circumstances are assessed on their individual circumstances and their application placed in one of five Bands. These Bands ensure that we give greatest priority to those in the greatest housing need, so that we make the most effective use of available homes. The law also requires us to give preference to certain categories of housing need, and these have been included within the banding priority criteria.
- 8.1.2 Band A is considered the highest priority of housing need, Band B the next highest etc., with Band E being the lowest priority.
- 8.1.3 Within each Band, the applicant with the greatest priority is the applicant who has spent the longest time in that band.
- 8.1.4 Some allocations will be dealt with outside the scheme; these are explained in paragraphs 2.3 and 3.2.
- 8.1.5 Where an applicant or one of joint applicants is a tenant of the Council at the time of the application then the property subject to that tenancy will be inspected by the Council to ensure compliance with the terms of the tenancy agreement before the application is processed.
- 8.1.6 Further details of how each band has been assessed is provided below:

The Band Criteria

8.1.6.1 BAND A

Applicants meet at least one of the following criteria

- i. Accepted Homeless in severe need
- ii. Critical Medical/Welfare award – to include emergency situations
- iii. Relationship breakdowns in council properties where applicants are under-occupying but have been assessed as having housing need within Uttlesford
- iv. Successor tenants in council properties where applicants are under-occupying
- v. Releasing a property in need (council or RP property that the Council has nominations rights to) or where it prevents the Council making expensive alterations to a property

- vi. Those applicants within Uttlesford required to leave their homes as a result of an emergency prohibition order served in relation to the premises under the Housing Act 2004
- vii. Uttlesford Council tenants, or tenants in RP property where the Council will receive the nomination, who are currently in accommodation larger than their needs(Uttlesford tenants may be eligible for removal expenses grant see paragraph 9.21 below)
- viii. Multiple needs - If someone has two or more needs in band B they will be moved to band A (accepted homeless cases do not come under this category – if additional preference is needed for homeless cases they will be assessed as accepted homeless in severe need)

8.1.6.2 High welfare and multiple needs in band A would be expected to express an interest within 4 cycles of available properties otherwise priority may be reduced.

8.1.6.3 **BAND B**

Applicants meet at least one of the following criteria

- i. Serious Medical/Welfare award (If after 6 months applicants have not expressed interest in all suitable advertised properties this award will be reviewed and applicants may be placed in a lower band)
- ii. Social housing tenants living in overcrowded permanent social housing within Uttlesford
- iii. Accepted homeless cases who meet the Allocation's Policy eligibility criteria
- iv. Applicants owed a relief duty under the Homelessness Reduction Act 2017 who are assessed by the council as likely to be in priority need and unintentionally homeless
- v. Nominations from supported housing schemes where the Council has agreed move-on arrangements and the applicant is ready to move on. These applicants will be able to use the CBL scheme for a period of 4 weeks from the date they are placed into this band to express interest in any suitable flatted accommodation. If they have not been successful

after the end of this period they will be made one offer of suitable flatted accommodation which may be either in the private or social sectors which if they refuse will result in them being down banded to a band that reflects their housing need.

- vi. A prohibition order or demolition order has been served, or is about to be served in relation to the applicant's dwelling. This indicates that the property contains one or more category 1 hazards that probably cannot be remedied.
- vii. An improvement notice has been, or is about to be, served in relation to the applicant's dwelling and :-
 - a. The remedies that are needed to reduce the hazard will require the property to be vacated for a significant period of time
 - b. The cost of the remedies are beyond the means of the applicant (where applicable)
 - c. The remedies will make the property unsuitable for occupation by the applicant
- viii. Multiple needs – Applicants with four or more needs in band C will move to band B

8.1.6.4 **BAND C**

Applicants meet at least one of the following criteria

- i. Moderate medical/welfare award
- ii. Notice of Seeking Possession due to expire within 56 days or assessed as being at risk of homelessness within 56 days
- iii. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are assessed by the council as likely to not be in priority need
- iv. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are likely to be intentionally homeless

- v. Applicants who following a homelessness application have been deemed by the council to be in priority need but intentionally homeless
- vi. No fixed abode
- vii. Overcrowded in private rented accommodation or social housing outside Uttlesford
- viii. Fixed term licensees
- ix. Shared facilities – not generally applicable for single applicants under 35yrs
- x. Lacking facilities
- xi. A hazard awareness notice has been served in relation to a category 1 or 2 hazard at the applicant's dwelling

and

the remedies that are needed to reduce the hazard will require the property to be vacated for a significant period of time;

or

the cost of the remedies are beyond the means of the applicant (where applicable);

or

the remedies will make the property unsuitable for occupation by the applicant

8.1.6.5 BAND D

- i. Applicants assessed as meeting Right to Move criteria who have been placed in one Band higher than their housing need.
- ii. Any applicant subject to the prevention (s.195 (2) or the relief duty (s189(2): S.193B(1).) under the Homelessness Reduction Act 2017 who fails to co-operate as stated in s193B and 193C of the Act will be placed in Band D.

8.1.6.6 **BAND E**

Applicant meets at least one of the following criteria

- i. Caravan or mobile home but no housing need
- ii. Tied accommodation but no housing need
- iii. Applicants who live in a property that is adequate to meet their needs in terms of property type, size and facilities.
- iv. Applicants aged under 35 years who are sharing accommodation
- v. In prison
- vi. A suspended prohibition order or improvement notice has been or will be served by the Environmental Health Department in relation to the applicant's dwelling but the criteria leading to it becoming active are not met by the applicant.
- vii. A hazard awareness notice or improvement notice has been or will be served in relation to the applicant's dwelling but the specified remedies are low cost and straight-forward to achieve.

8.2 **Allocation of Properties**

8.2.1 With the exception of those allocations dealt with outside the scheme; these are explained in paragraphs 2.3 and 3.2 properties will be allocated to the applicant who expressed interest in the property, who is in the highest Band and with the earliest priority date within that Band.

8.2.2 At the time of the offer of a property applicants will be asked to provide proof that they continue to meet all eligibility criteria to be included on the housing register

8.2.3 Where two applicants have the same priority date in the Band the property will be allocated to the household who it is judged to have the family composition that makes best use of the accommodation. This will be decided by a Senior Manager and the reasons documented

8.2.4 **Houses** – Transfer applicants and homeseekers who are tenants of RP accommodation within Uttlesford, where UDC has the nomination rights, will be given priority for houses or general needs

bungalows with the same number of bedrooms as their current property ahead of other applicants, even if they are in a lower Band or have a lower priority date (which will be the date of application or date they have been a tenant of the flat for 2 years, whichever is the latter), providing they meet the following criteria:-

- Currently living in a flat or maisonette
- Have lived in the flat for more than 2 years
- Have conducted their current tenancy in a satisfactory manner

For properties larger than one bedroom this will only apply if there are children under 16 within the household.

9. Housing Priority

9.1 Deciding who has priority on the register

9.1.1 Applicants will be placed in the relevant Band defined by their specific circumstances and as assessed by the Housing Options Team with reference to the banding system set out in this policy

9.2 Overcrowding

9.2.1 Homeless applicants placed in temporary accommodation by the council will not be assessed under the criteria for overcrowding.

9.2.2 Applicants will be placed in Band B if they are overcrowded, i.e. lacking one or more bedrooms and are tenants of a Council or Housing Association property where the Council has nomination rights to the RP.

9.2.3 Applicants will be placed in Band C if they are overcrowded in private rented accommodation or living with relatives or friends.

9.2.4 Overcrowded applicants with a local connection to Uttlesford, but living in Council or Housing Association properties outside the District will be in Band C.

9.2.5 Rooms which do not meet the standards for use as living accommodation for one person (the standards are given in the Housing Act 1985 Part X) will not be counted.

9.2.6 If applicants need an extra room for medical or welfare/hardship reasons they will not be considered overcrowded but will be assessed for medical or welfare priority.

9.2.7 Overcrowding priority will not be given if someone moved into the applicants' household making them overcrowded. This will be looked at on welfare grounds.

9.2.8 Where an applicant is pregnant and the birth of the child will mean that they are entitled to a larger property, the applicant will not receive overcrowding priority until the baby is born.

9.3 Children sharing bedrooms

9.3.1 Two children of the same sex are expected to share a bedroom until one of them reaches the age of 16.

9.3.2 Two children of the opposite sex are expected to share a bedroom until the oldest is 10 years old.

9.4 Applicants without children

9.4.1 Single applicants and couples without children who are living in overcrowded conditions will not be given priority for overcrowding unless they are in self-contained accommodation which is too small, for example a couple in a one person bed-sit. Young adults living with their parents or people temporarily sharing with friends will not get overcrowding priority.

9.5 Disrepair, poor design and lack of facilities

9.5.1 Any complaint about poor repair within Council or RP properties must be reported to the applicant's landlord's Repairs service.

9.5.2 Applicants living in private sector accommodation in poor condition must be referred to the Council's Environmental Health Department who will assess the situation and then make their recommendations according to the Allocations Scheme.

9.5.3 If an applicant lacks facilities such as cooking facilities, washing facilities, toilet facilities or adequate heating they will be placed in Band C.

9.6 Sharing with another household

9.6.1 Applicants will be placed in Band C if they share any of the following facilities with either people they are not related to or their family if they are wishing to live separately from them.

- i. living room

- ii. kitchen
- iii. bathroom or toilet.

9.6.2 Single applicants under the age of 35 who are sharing will generally be considered as adequately housed. Consideration will be given for applicants in special circumstances.

9.7 People living in mobile homes or caravans

9.7.1 Applicants living in a caravan, mobile home or houseboat will be placed in band E if there is no other housing need, reflecting parity with other private sector applicants.

9.7.2 It does not matter if the caravan is on a site or not or if they own or rent the property.

9.7.3 If their accommodation lacks facilities or is in poor repair (see paragraph 9.5) they will be placed in band C.

9.8 Homelessness

9.8.1 Accepted homeless households are applicants to whom:

- i. The Council has accepted a duty under Part VII of The Housing Act 1996, as amended by the Homelessness Act 2002 (the duty towards households who are in priority need and unintentionally homeless) **and**
- ii. the council accepts a duty to provide suitable accommodation.

9.8.2 In the first instance the Council will look to discharge its homelessness duty for all accepted homeless applicants within the private rented sector. The Council will ensure that any offer of private rented housing is appropriate to the needs of the household, that the length of any tenancy is a minimum of 12 months and that the property meets the Homelessness (Suitability of Accommodation) (England) Order 2012. An assessment will also be carried out to assess the affordability of the property, including the eligibility to receive Local Housing Allowance/Housing Benefit. The property may be outside the Uttlesford District.

9.8.3 When a private rented property becomes available it will be offered to the accepted homeless applicant for whom the property is suitable and if this is more than one applicant, it will be offered to the applicant with the earliest homelessness application date.

- 9.8.4 Any private rented tenancy that discharges the council's homelessness duty will be for a period of not less than 12 months. If within 2 years, beginning with the date on which the applicant accepts a private rented sector offer, the applicant re-applies for accommodation, or for assistance in obtaining accommodation, and if the applicant is found to be homeless (from the date of the expiry of the termination notice) and did not become homeless intentionally from the private rented accommodation, the Council will accept a homelessness duty regardless of whether the applicant has a priority need.
- 9.8.5 Applicants who meet the Allocation's Policy eligibility criteria will be allowed to make expressions of interest on suitable properties advertised through the CBL system. If after a period of 2 cycles from when the applicant received their S.184 decision letter they have not been suitably accommodated, the Council will express interest on their behalf and make one final offer of suitable flatted accommodation. If this offer is refused, the Council's homelessness duty under the Housing Act 1996 to provide accommodation will be considered to have been discharged.
- 9.8.6 Homelessness applicants who do not meet the Allocation's Policy eligibility criteria but meet the criteria for a Direct Let will be made one final offer of suitable accommodation. If there is more than one homeless case waiting for a direct let then when a property is available it will be offered to the case for whom it is suitable and with the earliest homelessness application date.

9.9 Accepted homeless households in severe need

- 9.9.1 These are applicants to whom:
- i. the council has accepted a duty under the Homelessness legislation **and**
 - ii. they meet the Councils eligibility criteria
 - iii. are elderly and vulnerable due to frailty***or**
 - iv. have a terminal or long-term illness **or**
 - v. have severe mental health problems, have been unable to cope in temporary accommodation, and have been 'sectioned' or are likely to be admitted under the Mental Health Act **or**
 - vi. are permanent wheelchair users **or**

- vii. are council or RSL tenants who have an urgent need to transfer as they are suffering from violence or threats of violence and are considered to be at significant risk

9.9.2 Where the above circumstances apply these applicants will be placed in Band A.

9.9.3 The Council will decide who will be placed in Band A. Recommendations will be made by the Housing Officer dealing with the case because they have the most accurate and up-to-date information on the applicant, due to the investigations carried out before an applicant is accepted as homeless.

9.9.4 *Elderly non-frail applicants may still be placed in Band A, however clear supporting evidence will be required to support their application.

9.11 Failure to Co-operate

9.11.1 Any applicant subject to the prevention (s.195 (2) or the relief duty (s189(2): S.193B(1).) under the Homelessness Reduction Act 2017 who fails to co-operate as stated in s193B and 193C of the will be placed in Band D.

9.12 Assured shorthold tenants under notice

9.12.1 Assured shorthold tenants who have received a 'Notice Requiring Possession' / Notice to Quit from their landlord will be placed in Band C if there is 56 days or less before the notice expires.

9.12.2 All applicants will be offered advice regarding their housing options.

9.13 Lodger under notice

9.13.1 This applies to applicants living in the same property as their landlord.

9.13.2 They must be renting a room that is for their own use only, and be paying a market rent.

9.13.3 Proof that notice has been served is required.

9.13.4 They will be placed in Band C if there is 56 days or before the notice expires.

9.13.5 The Council will then check to see whether the notice will be enforced.

9.14 Tenants of tied accommodation under notice

9.14.1 Tenants in tied accommodation with no need to move will be placed in Band E.

9.14.2 If they have received a legal notice requiring them to leave their accommodation in 56 days or less will be placed in Band C.

9.15 Protected tenants with a possession order

9.15.1 This applies to a tenant with a 'protected' tenancy (that is a tenancy with protection from eviction, but not an assured shorthold tenancy).

9.12.5 They must have been served with a court order for possession and then will be placed in Band C.

9.16 Fixed-term licensee

9.16.1 This applies to applicants living in supported housing schemes. Applicants in these schemes will be placed in Band C.

9.16.2 Applicants in supported housing schemes where the Council has agreed move-on arrangements will be placed in Band B if they are judged as ready to move on.

9.16.3 Applicants accepted by the Council as being owed the full homeless duty and in a specialist refuge for victims of domestic abuse will be placed in Band B

9.17 Applicants with no fixed address

9.17.1 This applies to applicants who have no fixed address.

9.17.2 They will be placed in Band C.

9.17.3 If they are in prison they will be placed in Band E.

9.18 Medical, welfare, hardship and harassment

9.18.1 Important: priority can only be awarded under **one** heading: medical, welfare, hardship or harassment.

9.18.2 Applicants can be assessed under all headings, but get awarded priority under only one heading.

9.18.3 Any medical or welfare priority can be reassessed if an applicant's circumstances change.

9.19 Medical assessments

- 9.19.1 This applies if an applicant's present housing is detrimental to their health, or if a move to more suitable accommodation would have a positive effect on their health.
- 9.19.2 Applicants may also be awarded priority if the applicant is asking to be rehoused so they can receive care or specialist support.
- 9.19.3 Extra information may be sought from private sector landlords, housing officers, GPs, health visitors and other parties.
- 9.19.4 The table below is used to act as a guide to priority:

Effect of housing on health	Medical Problem			
	Very Serious	Serious	Moderate	Low
Very Serious	Band A	Band B	Band C	No award
Serious	Band B	Band B	Band C	No award
Moderate	Band C	Band C	Band C	No award
Low	No award	No award	No award	No award

- 9.19.5 Assessments of medical priority of band B or above will be carried out by two senior officers in consultation with any officers with direct knowledge of the applicants and using all information available at the time and using the above guide.
- 9.19.6 Applicants accepted under Homelessness legislation will not be eligible for medical priority. If a homeless applicant's temporary accommodation is unsuitable on medical grounds the Council will first look to see if alternative temporary accommodation can be found.
- 9.19.7 Homeless households can be considered through a medical assessment if an extra room is required on medical grounds.

9.20 Welfare/Hardship/Harassment assessments

- 9.20.1 This applies if at least one person in the household is vulnerable and less able to find settled or suitable accommodation.
- 9.20.2 These people will have a need to move but may not get medical priority because their present housing may be suitable for their needs.
- 9.20.3 The table below is used to act as a guide to priority:

Need for settled suitable accommodation	Level of Vulnerability		
	High	Medium	Low
High	Band A	Band B	Band C
Medium	Band B	Band B	Band C
Low	Band C	Band C	Band C

9.20.4 Welfare/Hardship/Harassment priority of band B or above will be carried out by two senior officers in consultation with any officers with direct knowledge of the applicants and using all information available at the time and using the above guide.

9.20.5 Homeless applicants will not be looked at under welfare issues. If a homeless applicant's temporary accommodation is unsuitable on welfare grounds the Council will first look to see if alternative temporary accommodation can be found.

9.20.6 If a homeless applicant or household is particularly vulnerable and they may be at significant risk in temporary accommodation the Council can consider the category of 'accepted homeless applicants in particular need' to increase them to band A (see paragraph 9.9).

9.21 Tenants with a home that is bigger than they need

9.21.1 This applies to Uttlesford District Council secure tenants or tenants of RPs (where the Council has nomination rights), who are 'under-occupying' their homes and want to move to a smaller property. These applicants are given high priority because it enables a household with high need to move into the freed up larger home.

9.21.2 Applicants who are currently in property larger than their needs will be placed Band A.

9.21.3 Where an Uttlesford District Council tenant is downsizing to a Council or RSL property they may be eligible for a downsizing grant to help with removal costs. For further details please see the Council's Decant Policy.

9.22 Applicants offered housing because of the death of an Uttlesford Council secure tenant

9.22.1 This applies if the applicant qualifies to 'succeed' to a tenancy when the tenant dies.

9.22.2 To be a 'successor tenant' the applicant has to meet certain rules – usually must be related to the tenant, or be their partner, and have

lived in the property a certain time. The rules for this are in the tenancy conditions for the property.

9.22.3 If the successor tenant does not need the property because of its size, or the adaptations or services in the property, they may be served a notice seeking possession under Schedule 2, Ground 16 of The Housing Act 1985. This will be served more than six months but less than twelve months after the tenant's death.

9.22.4 Where successor tenants are in a property larger than they need or with major adaptations they do not require they will be placed in band A. They are able to express an interest for suitable properties under the scheme. If they have not expressed an interest within six months of their application their case will be reviewed and the Council may reserve the right to express an interest for them on suitable properties.

9.23 Uttlesford Council secure tenants offered housing because of a Relationship breakdown

9.23.1 This category applies to Uttlesford secure tenants only.

9.23.2 If a joint tenant ends the tenancy when moving out, the property is not automatically offered to the tenant remaining.

9.23.3 Applicants will be placed in Band A when there is a relationship breakdown and the joint tenant moves out and ends the tenancy and the other tenant qualifies to be offered a smaller property.

9.23.4 They will be able to express an interest for properties under the scheme but if they have not expressed an interest within six months of their application their case will be reviewed. The Council reserves the right to express an interest for them on suitable properties.

9.23.5 If a property is then subsequently refused they will have no right to remain in their current property and therefore action will be taken by the council to gain possession of the property.

9.23.6 If an applicant qualifies to be offered the same property we will make them a direct let offer of that property.

9.24 Transfers which will release a property that is needed

9.24.1 Applicants will be placed in Band A of the scheme if they wish to move **and**

- i. the property they would leave is needed to meet the urgent housing needs of another household on the register which otherwise would not be met within a reasonable time **or**
- ii. where it prevents the Council making expensive alterations to the property **and**
- iii. there is not a serious shortage of the types of home they want to move to.

9.25 Applicants who have deliberately made their housing situation worse

9.25.1 The Council will consider whether an applicant has deliberately made their housing situation worse to increase their housing need, and consequently improve their chances of re-housing through the register.

9.25.2 If it is decided that the applicant has made their housing situation worse, they will remain in the band that reflects their housing need in their previous accommodation.

9.25.3 If the applicant was not registered from their previous address, the assessment of housing need will be based on the accommodation occupied before their accommodation changed.

9.25.4 The assessment will be reviewed after 12 months, on request. If the restriction is removed, the application will be placed in the band that reflects current circumstances. Their effective date will be the date they moved to the new band.

9.26 Owner-occupiers

9.26.1 Applicants who previously owned a property and have sold it will be asked to provide proof of the sale and evidence of any proceeds received.

9.26.2 Owner-occupiers will generally not be eligible to join the housing register unless they are able to demonstrate that they are unable to meet their housing needs through their own resources.

9.26.3 Property owners over 60 will be eligible to join the housing register if they can demonstrate a need for sheltered accommodation.

9.27 Applicants in 'tied' accommodation which is suitable for their needs

9.27.1 Applicants are considered to be in tied accommodation if the occupation of their home is essential for the performance of their

duties as an employee. This includes applicants who are accommodated by HM Forces.

9.27.2 Applicants in 'tied' accommodation will be placed in band E. They will be moved to Band C if:

- i. they are six months away from retirement or
- ii. they have received a legally binding notice asking them to leave their accommodation.

9.28 Deciding the effective date

9.28.1 Priority within bands relates to an applicant's effective date. The effective date is usually the date the application is received, except;

- i. Where an applicant is moved from one band to a higher band. Their new effective date will be the date their circumstances changed.
- ii. Where an applicant receives priority on medical or welfare grounds their effective date will be the date the Council receives the required supporting evidence to make this award.
- iii. Where an applicant has been accepted as Homeless their effective date will be the date a relief duty was accepted, unless they already qualify for Band B with an earlier date.

9.29 Armed Forces Priority

9.29.1 Members of the Armed Forces, who are in urgent housing need who fall within one or more of the following criteria, will be placed in one Band higher than their housing need.

- i. Is serving in the regular forces and is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to the person's service
- ii. Formerly served in the regular forces where the application is made within 5 years of their date of discharge
- iii. Has recently ceased, or will cease to be entitled, to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner who has served in the regular forces and whose death was attributable (wholly or partly) to that service or

- iv. Is serving or has served in the reserve forces and is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to the person's service

9.29.2 For this purpose "the regular forces" and the "reserve forces" have the meanings given by section 374 of the Armed Forces Act 2006(4)

9.30 By-passing applications that would otherwise meet eligibility criteria for an offer of accommodation

The Council reserves the right to by-pass an offer of accommodation while shortlisting applicants in the following circumstances

- i. The property is not in accordance with an applicant's assessed medical needs
- ii. Applicant has pets and the property is not suitable or pets are not permitted
- iii. Applicant has housing related debt where an agreed repayment plan has been breached (see 5.4)
- iv. Applicant is a Council or RP tenants with rent arrears (see 5.4)
- v. Council tenants where the condition of their current property is considered to be a breach of their Conditions of Tenancy
- vi. If the applicant does not meet the rules relating to age or household size by the RP advertising the property.
- vii. Other reasons where the Council deem that a sensitive allocation is necessary and this has been agreed by a Senior Manager .
- viii. If the applicant has been offered a property and have not yet refused that offer.
- ix. If the applicant is unable to view or accept the property within the required timescale.
- x. Where the applicant has not notified the Council of a change of circumstances material to their application.

9.31 Penalty for refusal of offers of accommodation

Any applicant (except from existing Council or RP tenants who are under-occupying and wishing to move to smaller accommodation) who refuses 2 offers of accommodation, for properties on which they have expressed interest, within a 6 month period, will have their application suspended for 12 months.

10. Types of Tenancies

- 10.1 The type of tenancy an applicant will be offered will be in accordance with the Council's tenancy policy or the tenancy policy of the landlord of the property. Tenancy policies will be set having regard to the West Essex Tenancy Strategy.
- 10.2 The Council will offer joint tenancies to adult partners where there is a need for a long term commitment to a joint home, except where one of the prospective joint tenants is excluded from or ineligible to join the housing register.
- 10.3 Generally, homeless applicants residing at homeless accommodation (including the Council's managed short stay accommodation) or bed and breakfast accommodation, if offered Council accommodation, will be offered an Introductory Tenancy followed by secure or flexible tenancy in accordance with the Council's Introductory Tenancy Scheme and Tenancy Policy.

11. Tenancy Start Dates

- 11.1 The Council will allow applicants 7 days to reach a decision whether to accept any Council accommodation they are offered, although we may allow longer having regard to personal circumstances.
- 11.2 Where possible the applicant will be given an opportunity to view the property they are being offered before they have to give the Council a decision.
- 11.3 If the applicant is interested in the tenancy they will either be advised by telephone when the property is ready for letting or receive a formal offer of the tenancy by first class post.
- 11.4 Generally, for properties becoming ready for letting on Friday, the tenancy start date will be the following Monday.

12. Redecoration Scheme

Internal decorations to an Council property are the tenant's responsibility. However, if a property (excluding sheltered accommodation) offered to a housing applicant is, in the view of the inspecting officer, in need of redecoration, a voucher for the purchase of an appropriate amount of paint will be provided.

13. Designation of Property Type – Age restrictions

- 13.1 To make best use of housing stock properties are designated as being either general needs or for older persons or people with disabilities.

13.2 Older person's properties, such as bungalows, will normally be allocated to the following categories of person:-

- i. Those aged 60 or over (55 for some RP accommodation)
- ii. Those under 60 with Band B medical assessment who require this type of accommodation. In these circumstances single people and couples will only be offered 1 bed bungalows and will not generally be able to express interest in general needs properties (unless they have a verified need for a 2-bedroom bungalow).

13.3 In areas of lower demand some bungalows may be advertised without an age restriction, however, in the first instance preference will still be given to applicants over 60 expressing interest.

13.4 General needs properties such as houses or flats will be allocated to persons under 60 unless there are special circumstances which indicate that a particular general needs property is suitable for and applicant who is 60 or over.

14. Allocating Sheltered Housing

14.1 When allocating sheltered housing the same general principles as for other property types are followed, apart from the following:

- i. An assessment of the applicants suitability and need for support must be completed before any tenancy is offered. If the applicant is considered unsuitable for sheltered accommodation, they will be advised and given advice on homes more suitable to their needs.
- ii. When assessing suitability for sheltered housing applicants will also be given advice about the allocation scheme and how to bid. If an applicant needs help with the process, this will be noted and appropriate arrangements made.
- iii. Applicants must generally be over 60 years of age to be eligible for sheltered housing (over 55 for some RP accommodation)

15. Properties designed or adapted for people with physical disabilities

15.1 If an applicant needs a home suitable for wheelchair users or needs other specialist adaptations we will usually require an assessment by an Occupational Therapist before an offer can be considered. (Please refer to the Council's Disabled Adaptations Policy)

15.2 Homes particularly designed for, or accessible to, people with disabilities will be advertised as such to help applicants with those needs identify them.

15.3 Properties which have been adapted to a very high standard may not be included in the scheme and may be directly allocated.

16. Reviews

16.1 If an applicant considers they have been unfairly or unreasonably treated having regard to the provisions of the Allocations Scheme they have the right to request a review of their case within 28 days of the decision

16.2 In the first instance, they must appeal in writing to the Housing Options Team Leader and will receive a written response within 10 working days.

16.3 If, having received this response they wish to make a further appeal they can write to the Housing Strategy and Operations Manager who will then review the case.

17. Equal Opportunities

17.1 The Council's allocation scheme will be operated strictly in accordance with Council policy irrespective of an applicant's ethnic origin, race, nationality, colour, religion, gender, sexual orientation, marital status, age or disability.

17.2 The Council will have regard to, and implement, the provisions of the Race Relations Code of Practice in Rented Housing, which it has adopted. The Council will also abide by the Race Relations Act 1976.

17.3 As an aid to ensuring that applicants are not discriminated against on the grounds of race, the Council will monitor the racial origin of:

- i. Applicants on the Housing Register
- ii. Applicants allocated housing
- iii. Applicants offered sheltered accommodation

17.4 The practices and procedures of Housing Services will be monitored by the Head of Service to ensure that they do not discriminate directly or indirectly. Changes will be made if it is established that practices or procedures may be contravening the Equalities Act 2010.

18. False and Withheld Information

18.1 It is an offence for anyone seeking housing assistance from us to give false information or withhold information that may affect their application for housing.

18.2 This could result in:

- i. Criminal prosecution

- ii. Cancelling the applicant's housing register application (see paragraph 6.6 above)
- iii. Possession proceedings for any tenancy an applicant has obtained as a result of giving or withholding false information

18.3 The Council may seek possession of a property under Ground 5 of - - Schedule 2 of the Housing Act 1985 if a tenant has induced the Council to grant a tenancy by knowingly or recklessly making a false statement. The Council can prosecute and fine up to £5,000 if found guilty.

19. Information on the Allocations Scheme

19.1 The Council will:-

- i. Publish a summary of its Allocations Scheme in a leaflet and provide copies free of charge on request to any member of the public
- ii. Provide copies of the Allocations Scheme free of charge at Housing Services, Council Offices, Saffron Walden
- iii. Enable copies of the Allocations Scheme to be downloaded on the Internet from the Council's web-site: www.uttlesford.gov.uk

19.2 Within a reasonable period of time, the Council will notify applicants on the Housing Register of an alteration to the Allocations Scheme reflecting a major change of policy, explaining in general terms the effect of the change.

20. Review of Allocations Scheme

The Allocations Scheme will be reviewed periodically by the Council's Housing Board and any recommended changes agreed by the Council's Cabinet.

21. Consultation on Changes to the Allocations Scheme

Before adopting a new Allocations Scheme or making an alteration reflecting a major change of policy in an existing Allocations Scheme, the Council will notify every RP with which it has nomination arrangements of the change, and all local Councils affording them a reasonable opportunity to comment on the proposals.

Data Protection Act

The information you provide may be put on a computer system registered under the current Data Protection law. It may be checked with other information or data held by the Council. It may be disclosed for the purposes as described on the Register Entry

in the Council's Data Protection Register. We may also share data with other agencies for the prevention and detection of crime.

**IF YOU REQUIRE THIS INFORMATION LEAFLET IN AN ALTERNATIVE
FORMAT AND OR LANGUAGE PLEASE CONTACT HOUSING SERVICES ON
01799 510510**

Housing Services
Uttlesford District Council
Council Offices
London Road
Saffron Walden
CB11 4 ER

Telephone: 01799 510510
Email: uconnect@uttlesford.gov.uk
Website: www.uttlesford.gov.uk

Appendix I

For General Needs Accommodation, the number of bedrooms that working age applicants are eligible to express interest in, will be in line with the prevailing Housing Benefit Regulations on size criteria.

Size of Accommodation Allocated – working age applicants

Household Size	Number of rooms
1 adult	Bedsit/ 1 bedroom
2 adults living together as a couple	1 bedroom
1 adult (2 adults living together as a couple) expecting baby and the pregnancy is over 24 weeks	2 bedrooms
1 adult (or 2 adults living together as a couple) with either: - 1 child* - 2 children* of different sexes where neither child is over 10 years of age - 2 children* of the same sex up until the eldest child is 16 years of age	2 bedrooms
1 adult (or 2 adults living together as a couple) with either: - 2 children* of different sexes where the oldest child is over 10 years of age - 2 children* of the same sex where the eldest child is over 16 years of age - 3 children* - 4 children* regardless of sex up until the eldest child is 16 years of age	3 bedrooms
1 adult (or 2 adults living together as a couple) with either: - 4 children* where 1 child is over 16 years of age - 5 or more children*	4 bedrooms

***Parents with 'staying access' to dependent children or shared residence orders** - Applicants with a shared residence order or staying access for children are not automatically entitled to bedrooms for their children. The general principle is that a child needs one home of an adequate size, and that the council will not accept responsibility for providing a second home for children. The council will make an assessment based on the individual circumstances.

Single applicants or couples where one is over 60 years of age will be eligible to express interest in 1 or 2 bedroom designated older persons accommodation.

Appendix II

Local Lettings Plans

A Local Letting Plan is an arrangement for the allocation of properties to meet the specific needs of a locality in response to results of a housing needs survey..

Rural Housing – Exception site

When vacancies arise in properties that have been built in rural localities (rural exception sites) and a planning obligation specifies a local connection requirement, this takes precedence over the local connection eligibility in 5.2. This means that households wishing to apply for housing on an exception site who fulfil the local connection requirement set out in a planning obligation, but not the eligibility criteria in 5.2, will be eligible to join the housing register but **only** for this specific development site.

The local connection criteria for rural exception sites will be as follows and in the following order of priority

1. Persons who have been permanently resident in the specified parish for at least two years
2. Persons who are no longer resident in the specified parish but who have been resident for at least three years during the past five years
3. Persons who meet either of the following criteria
 - i. in permanent employment in the specified parish for a minimum of 2 years and working at least 24 hours per week
 - ii. having close relatives (i.e. parents, grandparents, children, brother or sister) living in the specified parish or parishes who have lived there for at least five years
4. If there are no persons meeting the criteria in 1 to 3 then the cascade above will be applied to any neighbouring parishes identified in relevant clauses in the planning agreement
5. In the event that it is still not possible to allocate a property to applicants who meet criteria 1 to 4 above then the property may be allocated to applicants who meet the local connection requirements who will under-occupy the property, providing that the under-occupancy created does not exceed one bedroom
6. In the event that it is still not possible to allocate a property to applicants who meet criteria 1 to 5 above then the property may be allocated to applicants who meet the Uttlesford eligibility criteria set out in Section 5.2.1

7. In the exceptional event that the council is unable to nominate any persons from its Housing Register who comply with 1 to 6 above, the Registered Provider would offer tenancies to Eligible Persons, the definition of which would be consistent with both the council's local connection criteria and the occupancy requirements. The priority when offering tenancies to Eligible Persons would mirror the council's policies on Allocation of Properties.

The council will select nominations which meet the criteria set out in 1 to 6 in the priority order of their local connection and then on the basis of their housing need and then the date that their housing need priority was awarded.

The age criteria (Section 13) may be waived for suitable properties to allow older people to remain in a village.

Rural Housing – Non exception site

Requiring applicants to have a connection with the locality may also be considered by the Council, on a proportion of the affordable housing provision, on any site subject to the terms of a planning obligation where a local need can be demonstrated through a housing needs survey, no more than three years old at the time of the submission of the planning application.. To be eligible for an allocation on these sites applicants must be assessed as having a housing need by being in Bands A – D of the allocation policy.

Sustainable Communities

In exceptional circumstances, the council may decide to let properties on a slightly different basis from normal, in the interests of building a strong and sustainable community or to deal with particular local issues. The decision to apply such criteria will be jointly made by the landlord of the property and the council.

On new developments, the Council and the landlord may consider widening the eligible bands for home types on first lettings, again taking equal opportunities and legal issues into account

Appendix III

Right to Move Guidance

The Allocation of Housing (Qualification Criteria for Right to Move) (England) Regulations 2015 states that local authorities cannot decide that a person does not qualify for an allocation of accommodation on the grounds that the applicant does not have a local connection with the area if the applicant is a tenant of social housing and who needs to move to take up a job or live closer to employment or training (including apprenticeships).

A local connection requirement must **not** be applied to existing social tenants seeking to transfer from another local authority district in England who:

- have reasonable preference under s.166(3)(e) because of a need to move to the local authority's district to avoid hardship, and
- need to move because the tenant works in the district, or
- need to move to take up an offer of work

The applicant must demonstrate that they **need**, rather than wish, to move, for work related reasons. In this regard the following factors will be taken into account:

- the distance and/or time taken to travel between work and home
- the availability and affordability of transport, taking into account level of earnings
- the nature of the work and whether similar opportunities are available closer to home
- other personal factors, such as medical conditions and child care, which would be affected if the tenant could not move
- the length of the work contract
- whether failure to move would result in the loss of an opportunity to improve their employment circumstances or prospects, for example, by taking up a better job, a promotion, or an apprenticeship

This is not an exhaustive list, other local circumstances may be taken into consideration.

The following forms of work are excluded from the Right to Move

Short-term

In determining whether work is short-term the following factors will be taken into consideration

- whether the work is regular or intermittent
- the period of employment and whether or not work was intended to be short-term or long-term at the outset
- A contract of employment that was intended to last for less than 12 months could be considered to be short-term

Marginal

In determining whether work is marginal the following factors will be taken into consideration

- the number of hours worked (employment of less than 16 hours a week could be considered to be marginal in nature)
- the level of earnings

However Uttlesford District Council may take into account, for example, if a tenant only works 15 hours a week but they can demonstrate that the work is regular and the remuneration is substantial.

Ancillary

- If a person works occasionally in the local authority's district, even if the pattern of work is regular, but their main place of work is in a different local authority's district, the work is excluded from the regulations
- If the tenant is expected to return to work in the original local authority district. If a local authority has reason to believe this is the case, they should seek verification from the tenant's employer
- A person who seeks to move into a local authority to be closer to work in a neighbouring authority – for example, where the transport links are better in the first local authority's area – is also excluded from these regulations.

Voluntary Work

- Voluntary work means work where no payment is received or the only payment is in respect of any expenses reasonably incurred

Apprenticeship

- The term 'work' includes an apprenticeship. This is because an apprenticeship normally takes place under an apprenticeship agreement which is an employment contract (specifically a contract of service) *[Why are apprenticeships excluded?]*

Verification and evidence

Uttlesford District Council will require proof that the work or job-offer is genuine and will need to see appropriate documentary evidence, which could include:

- a contract of employment
- wage/salary slips covering a certain period of time, or bank statements (this is likely to be particularly relevant in the case of zero-hours contracts)
- tax and benefits information – e.g. proof that the applicant is in receipt of working tax credit (if eligible)
- a formal offer letter
- additionally, the employer may be contacted to verify the position *[Do we need to write in that applicants may be required to sign an authority to enable the employers to provide information regarding employment?]*

Uttlesford District Council may consider whether an applicant qualifies both at the time of the initial application and when considering making an allocation.

A set quota which the Council feels appropriate for the proportion of properties that it expects to allocate each year to transferring tenants who need to move into their district for work related reasons is 1%. However this will be reviewed and revised as appropriate based upon supply and demand through monitoring channels.

Applicants who meet the criteria for Right to Move will be placed in one and higher than their housing need.

ANNEX B - First Homes Planning Advice Notice published by UDC (2022)



UTTLESFORD DISTRICT COUNCIL

**FIRST HOMES
PLANNING ADVICE
NOTICE
2022**



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1. BACKGROUND

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1.1 On 24th May 2021, the Government published a Written Ministerial Statement¹ that set out plans for delivery of a new type of affordable home ownership product called First Homes. To support the future development of First Homes, the Government also set out changes to national planning policy.²

1.2 First Homes are a specific kind of discounted market sale housing which must:

- be discounted by a minimum of 30% against the market value; and
- can only be sold to a person or persons meeting the First Homes eligibility criteria (see below); and
- after the discount has been applied, the first sale must be at a price no higher than £250,000 outside of London; and
- on the first sale, a First Home will have a restriction registered on the title of the property at HM Land Registry to ensure the discount (percentage of current market value) and certain other restrictions are passed on at each subsequent title transfer.

1.3 This is the minimum criteria a First Home must meet and would be considered to meet the definition of 'affordable housing' for planning purposes.

1.4 The national eligibility criteria for purchasers of First Homes includes the following:

- a purchaser (or, if joint purchase, all the purchasers) of a First Home should be a first-time buyer³;
- and purchasers of First Homes, whether individuals, couples or group purchasers should have a combined annual household income not exceeding £80,000 in the tax year immediately preceding the year of purchase.
- and a purchaser of a First Home should have a mortgage or home purchase plan (if required to comply with Islamic Law) to fund a minimum of 50% of the discounted purchase price.
- and the First Home must be the buyer's main residence with restrictions on lettings being applied.

1.5 The First Homes Written Ministerial Statement does give local authorities or neighbourhood planning groups discretion to:

- Require a higher minimum discount of either 40% or 50% if they can demonstrate a need for this.
- Set lower price caps if they can demonstrate a need for this.
- Apply time limited eligibility criteria in addition to the national criteria described above, for example a local connection test, or criteria based on employment status.

1.6 First Homes are the Government's preferred discounted market tenure and should account for a minimum 25% of affordable housing secured through planning obligations.

1.7 Uttlesford District Council requires the provision of 40% of the total number

of residential units to meet the national definition of 'affordable housing' within all new residential developments that comprise 15 or more residential units or a site of 0.5 hectares and above.

1.8 To meet housing need the 40% affordable housing policy requirement must incorporate 70% affordable housing for rent, provided as either social or affordable rented housing. The remaining 30% required to meet demand for affordable home ownership and comply with national planning policy, which requires that at least 10% of homes should be available for affordable homes ownership. It was assumed to be provided as shared ownership housing where buyers purchase a share in a home and pay a below market rent on the share that they do not own.

1.9 The First Homes Written Ministerial Statement also introduced a First Homes exceptions site policy to encourage First Homes-led development on land that is not currently allocated for housing, replacing the entry-level exception site policy.

1.10 First Homes exception sites should be on land which is not already allocated for housing and should:

- a) comprise First Homes (as defined in the Written Ministerial Statement); and
- b) be adjacent to existing settlements, proportionate in size to them, not compromise the protection given to areas or assets of particular importance in the National Planning Policy Framework⁴, and comply with any local design policies and standards.

1.11 The First Homes exceptions site policy also allows a small proportion of market homes on the site at the local authority's discretion.



2. PURPOSE

2.1 The purpose of this advice note is to:

2.1.1 Clarify what a policy compliant affordable housing requirement on developments of 15 or more dwellings or a site of 0.5 hectares and above is following the implementation of the First Homes Written Ministerial Statement.

2.1.2 Set out the Council's position regarding those elements of the National criteria that can be amended by local authorities relating to the homes and purchasers of First Homes.

2.1.3 Clarify the Council's interpretation and position regarding the terms 'proportionate to the settlement' and 'small proportion of market homes' in relation to First Homes exceptions sites.

2.2 This Planning Advice Note will be reviewed in line with the review of the Local Plan, which is currently being undertaken to enable the new Local Plan to be adopted in 2024.

3. POLICY COMPLIANT AFFORDABLE HOUSING MIX

3.1 A minimum of 25% of all affordable housing units secured through developer contributions should be First Homes, subject to the transitional arrangements (see below).

3.2 Once a minimum of 25% of First Homes has been accounted for, social rent should be delivered in the same percentage as set out in the Local Plan.

3.3 The remainder of the affordable housing tenures should be delivered in line with the proportions set out in Local Plan policy.

3.4 The First Homes Planning Practice Guidance states that a policy compliant planning application should seek to capture the same amount of value as would be captured under a local authority's up-to-date published policy. It sets out that where a plan viability assessment shows the amount of value captured, this allows the total value captured under the policy to be calculated. This value can then be reallocated to a different affordable housing mix under the new policy⁵.

3.5 Currently the 40% affordable housing policy requirement consists of 70% affordable housing for rent and 30% affordable home ownership – assumed to be provided as shared ownership housing. As the 25% First Homes requirement can be accounted for within the 30% affordable home ownership element of the contribution,

The following affordable housing contribution will be considered policy compliant:



70% of the affordable units on new residential developments of 15 or more residential units or on a site of 0.5 hectares and above will be required as affordable housing for rent.

25% of the affordable units on new residential developments of 15 or more residential units or with a site of 0.5 hectares or more will be required as First Homes.

5% of the affordable units on new residential developments of 15 or more residential units or with a site of 0.5 hectares or more will be required as Shared Ownership Housing to continue to meet demand for affordable home ownership homes and from purchasers that do not meet the qualification criteria applied to First Homes.

3.6 To ensure a compliant planning application captures the same amount of value as would be captured under the Local Plan:

First Homes will be required at the 30% discount against the market value and the national price cap of £250,000 will apply.

4. LOCAL ELIGIBILITY CRITERIA

4.1 As part of planning obligations secured through section 106 agreements, local authorities can apply eligibility criteria to First Homes in addition to the national criteria described above.

In Uttlesford, the following additional local criteria will apply to all First Homes on initial sales and resales for a period of 3 months from when a home is first marketed:

Households with an adult that at the time of marketing the First Home lives or works⁷ in the Uttlesford district; or

Households with an adult that at the time of marketing the First Home is due to commence employment in the Uttlesford district: or

Households with an adult that at the time of marketing the First Home has a close family connection to the Uttlesford district (*parents, grandparents, children, siblings*)

4.2 If a suitable buyer has not reserved a home after 3 months, the eligibility criteria will revert to the national criteria to widen the consumer base.⁶

4.3 In accordance with national Planning Practice Guidance, the local eligibility criteria will be disapplied for all active members of the Armed Forces, divorced/separated spouses or civil partners of current members of the Armed Forces, spouses or civil partners of a deceased member of the armed forces (if their

death was wholly or partly caused by their services) and veterans within 5 years of leaving the armed forces.

7

5. FIRST HOMES EXCEPTIONS SITES

5.1 The First Homes Written Ministerial Statement and associated planning guidance allows for First Homes exceptions sites to come forward on unallocated land outside of a development plan so long as it meets the criteria set out above. As well as being adjacent to existing settlements, the criteria states that these sites must be 'proportionate in size' to the existing settlements.

5.2 National Planning Practice Guidance states that for decision making, what constitutes a proportionate development will vary depending on local circumstances and encourages local authorities to set policies which specify their approach to determining the proportionality of First Homes exceptions site proposals.

5.3 Uttlesford District Council will consider whether First Homes exceptions site proposals are 'proportionate' to an existing settlement as part of the assessment process for each First Homes exception site application which is submitted. In all instances this will not exceed 15 units or 0.5 hectares, and in smaller settlements⁷ 15 units is likely to not be proportionate.

5.4 The First Homes exceptions site policy also allows a small proportion of market homes on the site at the local authority's discretion.

5.5 The starting point is that market homes are not required, especially given First Homes are not required to be discounted beyond the 30% minimum, however: Where it can be demonstrated to the satisfaction of the Council that market housing is essential to cross-subsidise the delivery of First Homes on First Homes exceptions sites: the proportion of market housing must not exceed 20% of the total number of homes; and the market and affordable homes must be indistinguishable in design and quality.

5.6 National Planning Policy Guidance allows small quantities of affordable housing products for one or more other form of affordable housing on a proposed First Homes exceptions site where evidence suggests that a significant local need exists. This evidence can be in the form of a local Housing Needs Assessment or the local authority Housing Register.

5.7 As Uttlesford District Council has significant local need for more affordable housing for rent to meet the needs of households on the Council's Housing Register, we expect **at least 25% of First Homes exceptions sites to provide affordable housing for rent to meet the needs of those households in the greatest housing need on the Council's Housing Register.**



6. TRANSITIONAL ARRANGEMENTS

6.1 National Planning Practice Guidance sets out that the First Homes policy requirement does not apply to decision making for the following:

- sites with full or outline planning permissions already in place or determined (or where a right to appeal against non-determination has arisen) before 28 December 2021;
- applications for full or outline planning permission where there has been significant preapplication engagement which are determined before 28 March 2022; and
- sites where neighbourhood plans are adopted/made under the transitional arrangements -submitted for examination before 28 June 2021 or have reached publication stage and subsequently submitted for examination by 28 December 2021.

6.2 These transitional arrangements also apply to permissions and applications for entry-level exception sites.

6.3 The First Homes requirement does not apply to applications made under section 73 of the Town and Country Planning Act 1990 to amend or vary an existing planning permission unless the amendment or variation in question relates to the proposed quantity or tenure mix of affordable housing for the development.

7. KEY DOCUMENTS

Uttlesford Local Plan (2005)

7.1 Policies H9, H10 and H11 set out the affordable housing and rural exceptions site policies.

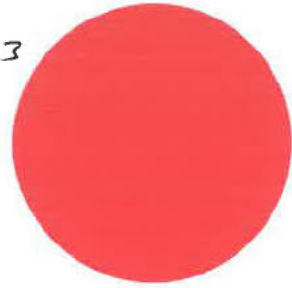
7.2 The Council is in the process of producing a new Local Plan for adoption in 2024.

Housing Strategy (2021-2026)

7.4 The Council's Housing Strategy 2021-2026 establishes the key priorities relating to housing for the Uttlesford district and the actions to be taken to address these priorities.



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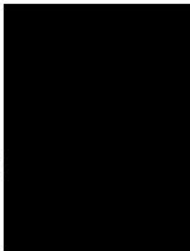


**THE COMMON SEAL OF
UTTLESFORD DISTRICT COUNCIL** as
hereunto affixed in the presence of:



Authorised Signatory

**THE COMMON SEAL OF
ESSEX COUNTY COUNCIL**
was hereunto affixed in the presence of:



Attesting Officer



44096

**SIGNED AS A DEED BY KIER
VENTURES LIMITED**
in the presence of:

Leigh Thomas
Director



Witness Emma Furlong



EA