

DATED 28<sup>th</sup> February

2023

(1) UTTLESFORD DISTRICT COUNCIL

(2) ESSEX COUNTY COUNCIL

(3) ALICE HAWKES, BENJAMIN HAWKES, WILLIAM HAWKES

and

(4) GATESBY LAND AND PLANNING LIMITED

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SECTION 106 AGREEMENT

Relating to the development of land at Moors Field, Station Road,  
Little Dunmow, Essex pursuant to planning application reference UTT/21/3596/OP

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Peter Holt

Chief Executive

UTT/ 21/3596/OP



Examined alongside the original & certified to  
be a true copy thereof.

[Redacted Signature]  
Solicitor, Saffron Walden

THIS DEED is made on

28<sup>th</sup> February

2023

**BETWEEN**

1. **UTTLESFORD DISTRICT COUNCIL**, of Council Offices, London Road, Saffron Walden, Essex CB11 4ER (the "Council")
2. **ESSEX COUNTY COUNCIL**, of County Hall, Market Road, Chelmsford CM1 1QH (the "County Council")
3. **ALICE HAWKES, BENJAMIN HAWKES, WILLIAM HAWKES** of [REDACTED] (the "Owners") and
4. **CATESBY LAND AND PLANNING LIMITED** (Scottish Company Number SC275580) whose registered office is at 4<sup>th</sup> floor, 115 George Street, Edinburgh EH2 4JN (the "Promoter")

**BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the administrative area in which the Property is situated.
- (B) The County Council is the local planning authority the local authority for statutory age education and pre-statutory age education and childcare and the highway authority for the county in which the Property is situated. The County Council is also the local library authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in in the area in which the Property is located.
- (C) The Owners are the freehold proprietors of the Property registered at HM Land Registry under Title Number EX815281 subject to the promotion agreement in favour of the Promoter but otherwise free from encumbrances.
- (D) The Promoter has made the Planning Application in relation to the Development.
- (E) The Council has resolved to grant outline planning permission with all matters reserved save for means of access from Station Road.
- (F) The parties agree that in the event that Planning Permission is granted the Property should be bound by the planning obligations relating to the Development contained in this deed.

The parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this deed, unless the context requires otherwise, the following definitions apply:

"1980 Act"	means The Highways Act 1980
"1964 Act"	means the Public Libraries & Museums Act 1964
"1982 Act"	means the Local Government (Miscellaneous Provisions) Act 1982;
"1990 Act"	means the Town and Country Planning Act 1990;

<b>"2011 Act"</b>	means the Localism Act 2011
<b>"Affordable Housing"</b>	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
<b>"Affordable Housing Land"</b>	means the land on which the Affordable Housing Units will be constructed in accordance with the Planning Permission
<b>"Affordable Housing Units"</b>	means the units of accommodation to be constructed on the Affordable Housing Land for persons unable to compete for housing on the open market
<b>"Affordable Rented Units"</b>	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 where applicable
<b>"Allocations Policy"</b>	means the Council's Allocations Policy dated June 2021 (an extract of which is appended at Annex B) or any subsequent Allocations Policy replacing the policy of June 2021
<b>"Annual Traffic Counts"</b>	means 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;
<b>"Approved Body"</b>	means any registered provider registered with 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 Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
<b>"Base Rate"</b>	means the base rate from time to time of the Bank of England
<b>"Bus Services Contribution"</b>	means the sum of £416,000 (four hundred and sixteen thousand pounds sterling) to which sum the Relevant Transport Indexation shall be added
<b>"Bus Services Contribution Purposes"</b>	means the use of Bus Services Contribution to fund improvements to enhance bus services between the development and local amenities and/or key towns such as

	Great Dunmow, and/or Chelmsford improving the frequency, quality and/or geographical cover of bus routes servicing the Property.
<b>"Certificate of Practical Completion"</b>	means a certificate issued by the County Council under the relevant Highways Agreement or such other certificate as may be issued pursuant to the Highways Agreement to evidence that the Highway Works have been completed
<b>"Cluster"</b>	means a group of Affordable Housing Units which does not have contiguous boundaries with another group of Affordable Housing Units
<b>"Completion Notice"</b>	means the notice served by the Owners on the County Council pursuant to clause 4.1.5
<b>"County Contribution"</b>	means each of the Bus Services Contribution, the Flich Way Contribution, the Libraries Contribution, the Early Years & Childcare Contribution, the Primary Education, and the Secondary Education Contribution and <b>"County Contributions"</b> shall mean all of them collectively
<b>"County Council Monitoring Fee"</b>	Means the fee of £550 (five hundred and fifty pounds sterling) per obligation due under this deed and for the avoidance of doubt this is a total of (four thousand four hundred Pounds sterling) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owners are required to observe and perform pursuant to the terms of this deed.
<b>"Default Interest Rate"</b>	means 4% per annum above the Base Rate
<b>"Designated Protected Area"</b>	means an area designated under The Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009 and which is subject to restrictions on staircasing of Shared Ownership Units in Homes England's capital funding guide
<b>"DPA Waiver"</b>	means a waiver issued by Homes England (or any other body with power to issue such a waiver) which would have the effect of waiving Designated Protected Area grant funding conditions applied by Homes England in relation to staircasing ownership of Shared Ownership Units in respect of all or part of the Property
<b>"Development"</b>	means the development of the Property authorised by the Planning Permission
<b>"Early Years and Childcare Contribution"</b>	means the Early Years and Childcare Pupil Product multiplied by the cost generator £20,508.00 (twenty thousand five hundred and eight pounds sterling)



<p><b>“Early Years and Childcare Purposes”</b></p>	<p>means the use of the Early Years and Childcare Contribution for the design (including feasibility work) and/ or provision of education 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 Uttlesford and or within a three (3) mile radius of the Development and the including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution</p>
<p><b>“Early Years and Childcare Pupil Product”</b></p>	<p>means the sum of the Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09</p>
<p><b>“Education Contribution”</b></p>	<p>means the Early Years and Childcare Contribution and the Primary Education Contribution and the Secondary Education Contribution to which sums the Relevant Education Indexation shall be added</p>
<p><b>“Education Index”</b></p>	<p>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 the County Council</p>
<p><b>“Education Index Point”</b></p>	<p>means a point on the most recently published edition of the Education Index at the time of use</p>
<p><b>“Education Purposes”</b></p>	<p>means the Early Years and Childcare Purposes and the Primary Education Purposes and the Secondary Education Purposes</p>
<p><b>“Eligible Person”</b></p>	<p>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)</p> <ul style="list-style-type: none"> <li>• has lived continuously in the District for the last 3 years and/or</li> <li>• 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</li> <li>• 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</li> </ul>

	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 Allocation Policy Bands A B C D and E sequentially as shown in the extract from the Allocations Policy appended at Annex B
<b>"Flat"</b>	means a Residential Dwelling that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Residential Dwelling and no other persons
<b>"Flitch Way Contribution"</b>	means the sum of £206,720 (two hundred and six thousand seven hundred and twenty pounds sterling) and to be used for the Flitch Way Contribution Purposes, to which sum the Relevant Highway Indexation shall be added
<b>"Flitch Way Contribution Purposes"</b>	means the use of the Flitch Way Contribution to provide appropriate surfacing and drainage, signage and information boards on the Flitch Way in the vicinity of the Property and to provide a contribution to the design and implementation of a bridge (known as Cherry Garden Bridge) and walking cycling connections to the Flitch Way to help provide a continuous off road route to Great Dunmow
<b>"Framework Residential Travel Plan"</b>	means the travel plan appended at Part 5 of Schedule 4
<b>"General Index"</b>	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 the County Council
<b>"General Index Point"</b>	means a point shown on the General Index indicating a relative cost at a point in time
<b>"Hatfield Forest Financial Contribution"</b>	means the payment of £27,000 pounds sterling towards botanical and visitor monitoring and mitigation works at Hatfield Forest
<b>"Help To Buy Agent (South)"</b>	means the zone agent (or successor organisation) keeping a register of persons seeking shared ownership dwellings for Essex
<b>"Healthcare Facility Contribution"</b>	means the sum of £92,545 pounds sterling payable to the NHS West Essex Clinical Commissioning Group and to be used for the Healthcare Facility Contribution Purpose

<p><b>"Healthcare Facility Contribution Purpose"</b></p>	<p>means the improvement, extension, refurbishment or reconfiguration of the Angel Lane Surgery and the John Tasker House Surgery (or any successor surgeries covering the same catchment areas as the said the Angel Lane Surgery and the John Tasker House Surgery) to mitigate impacts arising from the Development</p>
<p><b>"Highway Contributions"</b></p>	<p>means the Fritch Way Contribution and the Bus Service Contribution</p>
<p><b>"Highway Index"</b></p>	<p>means 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</p>
<p><b>"Highway Works"</b></p>	<p>means the following highway works:</p> <ul style="list-style-type: none"> <li>(a) the provision of a footway of 2m (two metres) width along the south-western side of Station Road along the Property frontage connecting to the existing footway at either end and for the avoidance of doubt such footway shall include full depth construction and or reconstruction of any existing footway and surfacing of the entire width of the cycleway to the satisfaction of the Local Planning Authority and or the County Council as local highway authority;</li> <li>(b) the enhancement of bus stops to the north of the Property on either side of Station Road as shown in principle on drawing number 03/001/N which shall comprise (but not be limited to) the following facilities: shelters; seating; raised kerbs; bus stop markings; poles and flag type signs, timetable casings;</li> <li>(c) the provision of a scheme to improve the safety of pedestrians and cyclists on station road including signing and improvement of access and crossing point for the Fritch Way on the eastern side of Station Road;</li> <li>(d) the provision of a pedestrian refuge to connect to a new footway along the eastern side of Station Road to the bus stop as shown in principle in drawing number 22268-04-3; and</li> </ul> <p>and including 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</p>

	associated with the construction of a highway or required as a result of the County Council's inspections
<b>"Highway Works Agreement"</b>	<p>means an agreement entered into pursuant to all powers enabling the parties to regulate the carrying out of the Highway Works (in particular Sections 38 and 72 and 278 of the 1980 Act and Section 33 of the 1982 Act) and shall include but not be limited to the following matters</p> <p>(a) securing of a bond (or other form of security) to ensure that third party funds are available to complete the Highway Works to the satisfaction of the County Council</p> <p>(b) payment of the County Council's works inspection fees maintenance fees special orders fees supervision fees and any other such fees as the County Council shall reasonably require</p> <p>(c) payment of the County Council's legal administrative and other fees and disbursements associated with the drafting negotiating and completion of the Highway Works Agreement</p> <p>(d) preparation and advance approval of works drawings and traffic management measures</p> <p>(e) certification and maintenance of the Highway Works</p> <p>(f) regulating of the issue of the Works Licence to enable the Highway Works to be carried out</p> <p>(g) the securing of a bond (or other form of security) relating to both Land Compensation Act 1973 matters and Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988 (SI 1988/2000) and any other indemnity and bonds for liability issues as the County Council shall require</p> <p>(h) the dedication of land as public highway</p> <p>(i) the standards and procedures for carrying out the Highway Works</p> <p>(j) traffic regulation orders and statutory processes</p>
<b>"Highway Works Drawing"</b>	means the drawing references to the Highway Works as set out in Part 3 of Schedule 4
<b>"Homes England"</b>	means the body that funds and regulates Affordable Housing providers and such expression shall include successors to the functions and powers of Homes England

"House"	means a Residential Dwelling that does not meet the definition of a Flat
"Implementation"	<p>means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the 1990 Act 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:</p> <ul style="list-style-type: none"> <li>(a) demolition works</li> <li>(b) site clearance</li> <li>(c) ground investigations</li> <li>(d) site survey works</li> <li>(e) temporary access construction works;</li> <li>(f) archaeological investigations; and</li> <li>(g) erection of any fences and hoardings around the Property</li> </ul> <p>and "Implement" and "Implemented" shall mutatis mutandis be construed accordingly</p>
"Implementation Date"	means the date specified by the Owners to the Council and the County Council in a written notice served upon the Council and the County Council as the date upon which the Development authorised by the Planning Permission is to be Implemented or if no such notice is served the date of Implementation
"Index Linked"	means the change in any sum payable by an amount equal to a change in the General Index
"Index Point"	means a point shown on the relevant index indicating a relative cost at a point in time
"Library Contribution"	Means the sum of seventy-seven pounds and eighty pence (£77.80) per Residential Dwelling to which sum the Relevant Library Indexation shall be added
"Library Contribution Purposes"	means the use of the Library Contribution towards the upgrading of existing facilities at local libraries serving the Development to include, but not limited to, additional furniture, technology and stock
"Library Index"	means the General Index
"Local Area of Play"	means an equipped local area of play to be provided as part of the Development

<b>"Management Company"</b>	means a company body or other entity responsible for the long-term management and maintenance of Open Space and/or other building and facilities and may include a residents' association established for this purpose
<b>"Market Housing Units"</b>	means any Residential Dwelling forming part of the Development which is general market housing for sale on the open market and which is not an Affordable Housing Unit
<b>"Necessary Highway Consents"</b>	means any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for the carrying out of the Highway Works
<b>"Nominated Person"</b>	means a person or persons nominated in accordance with the Nominations Agreement appended at Annex A by the Council from their housing register or by the Help to Buy Agent (South) to be offered an Affordable Housing Unit by an Approved Body
<b>"Nominations Agreement"</b>	means an agreement between the Council and an Approved Body (a copy of which is appended at Annex A) setting out the selection and prioritisation of tenants and occupiers of the Affordable Rented Units in accordance with the Allocations Policy
<b>"Notice of Implementation"</b>	means the written notice served pursuant to clause 4.1.3
<b>"NPPF"</b>	means 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
<b>"Occupation"</b>	means the physical use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing or display, or occupation in relation to security operations and "Occupy", "Occupied" and "Occupier" shall be construed accordingly
<b>"Open Space"</b>	means the areas of public open space and landscaping to be provided as part of the Development including the Local Area of Play to be made freely available for recreational, general amusement and incidental use
<b>"Open Space Commuted Sum"</b>	means a sum to be calculated by the Council for the maintenance of the Open Space for fifteen (15) years from the date of transfer of the Open Space to Little Dunmow Parish Council and payable to the Council if the Open

	Space is transferred to Little Dunmow Parish Council in accordance with Schedule 3 Part 3 of this deed to spend on the maintenance of the Open Space in accordance with the Open Space Management Plan
<b>"Open Space Management Plan"</b>	means a management plan prepared by the Owners to be approved in writing by the Council for the ongoing management and maintenance of the Open Space, including for the avoidance of doubt provisions for the rectification of any defects in any area of the Open Space until the completion of the relevant transfer of the Open Space to Little Dunmow Parish Council or the Management Company
<b>"Open Space Scheme"</b>	means a scheme detailing the extent of the Open Space and how such Open Space will be delivered, laid out, planted, landscaped and (in the case of the Local Area of Play) equipped.
<b>"Payment Notice"</b>	means a written notice advising of a proposed payment served pursuant to clause 4.1.4
<b>"Phase"</b>	means a phase of the Development as identified in the Phasing Plan
<b>"Phasing Plan"</b>	means the phasing plan agreed in writing between the Council and the Owners pursuant to Part 1 of Schedule 3 or a phasing plan agreed pursuant to a condition attached to the Planning Permission, whichever is first agreed
<b>"Plan"</b>	means the plan annexed at Schedule 2.
<b>"Planning Application"</b>	means the application for outline planning permission validated by the Council on 10 December 2021 under reference number UTT/21/3596/OP
<b>"Planning Permission"</b>	means the planning permission granted by the Council for the Development pursuant to the Planning Application a draft of which is annexed at Schedule 1
<b>"Practical Completion"</b>	means: <ul style="list-style-type: none"> <li>(a) in relation to the Highway Works, completion of the Highway Works that enables the Highway Works to be used for the purpose for which they were designed, save for any minor defects; and</li> <li>(b) in relation to the Affordable Housing Units, the issue of a certificate of practical completion by the Owners' architect (or other such suitably qualified position) certifying the completion of any part of the Development so that such part can be used for the</li> </ul>

	purpose and operate in the manner for which it was designed and (in each case) <b>"Practically Complete"</b> and <b>"Practically Completed"</b> shall be construed accordingly.
<b>"Primary Education Contribution"</b>	means the Primary Pupil Product multiplied by the cost generator of £17,268.00 (seventeen thousand two hundred and sixty-eight pounds sterling)
<b>"Primary Education Purposes"</b>	means the use of the Primary Education Contribution for 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 at Fritch Green Primary School and/or Uttlesford Primary Group Seven as stated in the County Council's 10 Year Plan and/or education facilities and/or education facilities in the vicinity deemed by the County as serving the Development including any successor institution or institutions and including the reimbursement of capital funding for such provision made by the County Council of the Primary Education Contribution
<b>"Primary Pupil Product"</b>	means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3
<b>"Property"</b>	means Moors Field, Station Road, Little Dunmow shown edged red on the Plan and registered at HM Land Registry with absolute title under title number EX815281
<b>"Qualifying Flats"</b>	means the total number of Residential Dwellings that meet the definition of a Flat and that shall have two or more rooms that may by design be used as bedrooms
<b>"Qualifying Houses"</b>	means the total number of Residential Dwellings that meet the definition of a House and that shall have two or more rooms that may by design be used as bedrooms
<b>"Relevant Education Indexation"</b>	means the amount that the Owners 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 in the Education Index between the Index Point pertaining to January 2020 and the Index Point pertaining to the date the payment is made to the County Council
<b>"Relevant General Indexation"</b>	means the amounts that the Owners shall pay with and/or agree in addition to each part of the fee or sum set out under paragraph 6.2 of this Part 3 of Schedule 1 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 the County Council
<b>"Relevant Highway Indexation"</b>	means the amount that the Owners shall pay with and in addition to the Flitch Way Contribution paid that shall in each case equal a sum calculated by taking the amount of the Flitch Way Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Index Point pertaining to 1 <sup>st</sup> April 2022 and the date of the most recent Index Point published in relation to the date the payment is made to the County Council
<b>"Relevant Library Indexation"</b>	means the amount that the Owners shall pay with and in addition to each part of the Library Contribution paid 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 Index Point pertaining to January 2020 and the Index Point pertaining to the date the payment is made to the County Council
<b>"Relevant Sustainable Travel Indexation"</b>	means the amount that the Owners shall pay with and in addition to each part of the Residential Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Residential Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Sustainable Travel Index Point pertaining to April 2022 and the date payment is made to the County Council
<b>"Relevant Transport Indexation"</b>	means the amount that the Owners shall pay with and in addition to the Bus Services Contribution paid that shall in each case equal a sum calculated by taking the amount of the Bus Services Contribution being paid and multiplying this amount by the percentage change shown in the General Index between the Index Point pertaining to 1 <sup>st</sup> April 2022 and the date of the most recent Index Point published in relation to the date the payment is due to be made to the County Council
<b>"Residential Dwelling"</b>	means a unit of residential accommodation (including a house, flat, bungalow or maisonette) constructed pursuant to the Planning Permission and for the avoidance of doubt the number of Residential Dwellings constructed shall include nine (9) bungalows
<b>"Residential Travel Plan"</b>	means a working plan to include all measures to ensure sustainable means of travel are available to residents of the

	Development in accordance with the requirements of the National Planning Policy Framework (and to include timescales for carrying out Annual Traffic Count) and shall include but not be limited to such Residential Travel Plan measures as stated in the Framework Residential Travel Plan amended and supplemented from time to time under the provisions of this Deed and the Annual Traffic Counts reviews;
<b>“Residential Travel Plan Co-Ordinator”</b>	means a member of staff appointed by the Owners with appropriate skills and budgetary provision and resources to fulfil the role of the Residential Travel Plan Co-ordinator as described in the job description(s) stated in the Residential Travel Plan;
<b>“Residential Travel Plan Monitoring Fee”</b>	means a non-refundable annual payment of £1,596 (one thousand five hundred and ninety-six pounds sterling) plus Relevant Sustainable Travel Indexation payable towards the monitoring by the County of the implementation of the Residential Travel Plan to ensure that (a) monitoring is conducted in line with Residential Travel Plan monitoring protocols and (b) the Residential 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;
<b>“Residential Travel Information Pack”</b>	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:  (a) guidance and promotional material on the use of sustainable modes of travel;  (b) details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport and personalised journey planning services;  (c) reference to travel websites, resources and support services for each mode of travel, information provided by the County and the Council;  (d) details of local travel campaigns and networking/support groups; and  (e) to include Travel Vouchers for use with the relevant local public transport operator;
<b>“Secondary Education Contribution”</b>	means the Secondary Pupil Product multiplied by the cost generator of £23,775.00 (twenty-three thousand seven hundred and seventy-five pounds sterling)

<p><b>"Secondary Education Purposes"</b></p>	<p>means the use of the Secondary Education Contribution for 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 11 to 19 (both inclusive) including those with special educational needs at Helena Romanes and/or education facilities in the vicinity deemed by the County as serving the Development including any successor institution or institutions including the reimbursement of capital funding for such provision made by the County Council of the Secondary Education Contribution Purpose of providing additional secondary education childcare facilities within the catchment area of the Development to meet the need generated or reasonably expected to be generated by the Development</p>
<p><b>"Secondary Pupil Product"</b></p>	<p>means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2</p>
<p><b>"Serviced Condition"</b></p>	<p>means the relevant property has proper connections within its boundary so as to connect it to surface water drainage facilities and to mains foul drainage, water, gas, electricity and telecommunications and enjoys a right of access to the public highway or a roadway constructed to adoptable standards (connecting to the public highway) which is the subject of an agreement under section 38 of the Highways Act 1980 and in each case adequate for the purpose of its prospective use</p>
<p><b>"Sustainable Travel Index"</b></p>	<p>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 the County Council</p>
<p><b>"Sustainable Travel Index Point"</b></p>	<p>means a point shown on the Sustainable Travel Index indicating a relative cost at a point of time;</p>
<p><b>"Sterling Overnight Index Average (SONIA) Rate"</b></p>	<p>means an assessment of the rate of interest the County Council 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 and SONIA Rate shall be construed accordingly or such other reasonably comparable rate as approved by the County Council or the Council</p>
<p><b>"Shared Ownership Lease"</b></p>	<p>means a lease in the form of the Homes England's model shared ownership lease and on terms that permit part purchase of the open market value of the equity in a Unit up to a maximum of 75% together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the Unit up to a value which does</p>

	not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council)
<b>"Shared Ownership Units"</b>	means the Affordable Housing Units to be occupied under a Shared Ownership Lease in accordance with the terms of this deed
<b>"Travel Vouchers"</b>	means tickets/passes/ vouchers or other means of accessing transport or journey planning information as agreed with the County including the following as a minimum (six scratchcard bus tickets per household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) for each eligible member of the household AND access to 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).
<b>"Unit"</b>	means a house or self-contained flat or bungalow or any other Residential Dwelling constructed as part of the Development and "Units" shall be construed accordingly
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
<b>"Unit Mix"</b>	means the number of Qualifying Flats and the number of Qualifying Houses and the number of Residential Dwellings that by definition shall not be counted as Qualifying Houses or Qualifying Flats the sum of which shall for the avoidance of doubt equal the total number of Residential Dwellings to be constructed on the Property or created by conversion of an existing building on the Property
<b>"Working Day"</b>	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes email provided that the recipient of such email has confirmed receipt.
- 1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2 STATUTORY PROVISIONS**

- 2.1 This deed is made pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act, section 1 of the 2011 Act and all other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are declared to be planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Owners and, subject to the provisions of clause 8.4, the Promoter with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations in this deed are enforceable by the Council and the County Council in accordance with section 106 of the 1990 Act.

## **3 CONDITIONALITY**

- 3.1 With the exceptions of Clause 2, Clause 3, Clause 11, Clause 13, Clause 16, Clause 17, Clause 19, Clause 20, Clause 21, Clause 22 and Clause 24 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission and Implementation unless any such obligations or requirements expressly provides otherwise .

## **4 COVENANTS BY THE OWNERS**

- 4.1 The Owners covenant with the Council and the County Council to:
  - 4.1.1 Observe and perform the covenants, restrictions and obligations contained in this deed and including the Schedules to this deed.

- 4.1.2 Give at least one (1) Working Day's written notice to the Council of the intended Implementation Date;
- 4.1.3 to serve on the County Council 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;
- 4.1.4 to serve on the County Council 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 the County Council under this deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this deed;
- 4.1.5 to serve on the County Council the Completion Notice within 30 Working Days of all Residential Dwellings being Occupied for the first time stating the date that the last Residential 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 2 mechanisms set out in Clause 16 of this deed.
- 4.1.6 to serve on the County Council notice of Occupation of the first Residential Dwelling within 1 (one) month thereof and on a 6 (six) monthly basis thereafter indicating the Unit Mix of Occupied Residential Dwellings the Unit Mix of Residential Dwellings that are completed but not Occupied the Unit Mix of Residential Dwellings that are under construction and the Unit Mix of Residential Dwellings where construction work has yet to start at the time the notice is served.

**5 COVENANTS BY THE COUNCIL**

- 5.1 The Council covenants with the Owners to observe and perform the covenants, restrictions and obligations contained in Schedule 5.

**6 COVENANTS BY THE COUNTY COUNCIL**

- 6.1 The County Council covenants with the Owners to observe and perform the covenants, restrictions and obligations contained in Schedule 4.

**7 INDEXATION**

- 7.1 All financial contributions payable to the Council shall be Index Linked.
- 7.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the parties shall agree in writing.

**8 RELEASE AND LIMIT OF LIABILITY**

- 8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.
- 8.2 Except for the purposes contained in this deed specifically regulating the use of land or buildings after construction, no planning obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees)

8.3 No planning obligations contained in this deed shall be binding on land held by any of the statutory utilities for their operational purposes.

8.4 The Promoter hereby consents to the completion of this deed and declares that from the date of this deed its interest in the Property shall be bound by the terms of this deed PROVIDED THAT the Promoter shall not be required to observe or perform the obligations in this deed and the obligations shall not be enforceable against or binding on it unless it takes possession of the Property or becomes the successor in title to the Owners.

## **9 DETERMINATION OF DEED**

9.1 The obligations in this deed (with the exception of Clause 11) shall cease to have effect if before Implementation, the Planning Permission

9.1.1 expires

9.1.2 is varied or revoked other than at the request of the Owners or

9.1.3 is quashed following a successful legal challenge.

## **10 LOCAL LAND CHARGE**

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

## **11 COSTS**

11.1 The Promoter shall pay to the Council on or before the date of this deed:

11.1.1 The Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

11.1.2 The sum of £15,184.00 (fifteen thousand one hundred and eighty-four pounds sterling) as a contribution towards the Council's costs of monitoring the implementation of this deed.

11.2 The Promoter shall pay to the County Council on or before the date of this deed:

11.2.1 The County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

The sum of £550 (five hundred and fifty pounds sterling) per obligation due under this deed and for the avoidance of doubt this is the total of £2750 (two thousand seven hundred and fifty pounds sterling) towards the County Council's reasonable and proper administration costs of monitoring and managing the performance of the planning obligations that the Owners are required to observe and perform pursuant to the terms of this deed.

11.3 The Owners shall pay the County Council Monitoring Fee to the County Council prior to the Implementation Date.

## **12 INTEREST ON LATE PAYMENT**

12.1 If any sum or amount has not been paid to the Council by the date it is due, the Owners shall pay the Council interest on that amount at the Default Interest Rate from the due date to and including the date of payment.

### **13 OWNERSHIP**

13.1 The Owners warrant that no person other than the Owners and the Promoter has any legal or equitable interest in the Property.

13.2 Until the covenants, restrictions and obligations in Schedules 3 and 4 have been complied with, the Owners will give to the Council within Twenty (20) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property excluding any conveyance, transfer, lease, assignment, mortgage or other disposition of any individual Residential Dwelling:

13.2.1 the name and address of the person to whom the disposition was made; and

13.2.2 the nature and extent of the interest disposed of.

### **14 REASONABLENESS**

14.1 Any approval, consent, direction, authority, agreement or action to be given by the Council or the County Council under this deed shall not be unreasonably withheld or delayed.

### **15 CANCELLATION OF ENTRIES**

15.1 On the written request of the Owners at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

15.2 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to Clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on written request of the Owners cancel all entries made in the local land charges register in respect of this deed.

### **16 DISPUTES**

16.1 One party may by serving notice on all the other parties (the **Notice**) require a dispute to be referred to an expert for determination.

16.2 The Notice must specify:

16.2.1 the nature, basis and brief description of the dispute

16.2.2 the clause or paragraph of a schedule or appendix pursuant to which the dispute has arisen and

16.2.3 the proposed expert.

16.3 The expert may be agreed upon by the parties to the dispute and in the absence of such agreement within one month of the date that the notice is issued pursuant to clause 16.1 any party to the dispute may request that the following nominate the expert at their joint expense:

16.3.1 if such dispute relates to matters concerning the construction, interpretation and/or the application of this deed, the Chairman of the Bar Council to nominate the expert



- 16.3.2 if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the expert
- 16.3.3 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert
- 16.3.4 if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert
- 16.3.5 if such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute and
- 16.3.6 in all other cases, the President of the Law Society to nominate the expert provided that if a dispute relates to a matter falling within two or more of sub-clauses 16.3.1 to 16.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 16.3.1 to 16.3.5 as he thinks appropriate including joint experts.
- 16.4 If an expert nominated or appointed pursuant to clause 16.3 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 16.3.
- 16.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the notice of his appointment which is served on the parties to the dispute pursuant to clause 16.3.
- 16.6 Notice in writing of the appointment of an expert pursuant to clause 16.3 shall be given by the expert to the parties to the dispute and he shall invite each of the parties to the dispute to submit to him within ten Working Days written submissions and supporting material and will afford to each of the said parties to the dispute an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 16.7 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in clause 16.6 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 16.8 The expert shall give notice of his decision in writing to the parties to the dispute and his decision will (in the absence of manifest error) be final and binding on the parties thereto.
- 16.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 16.5 the party or parties to the dispute may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 16.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 16.11 Nothing in this clause 16 shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this deed.
- 17 NO FETTER OF DISCRETION**

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

## **18 WAIVER**

18.1 No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **19 FUTURE PERMISSIONS**

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

## **20 AGREEMENTS AND DECLARATIONS**

20.1 The parties agree that:

20.1.1 nothing in this deed constitutes a planning permission or an obligation to grant planning permission and

20.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

## **21 NOTICES**

21.1 Any notice or other communication to be given under this deed must be in writing and must be:

21.1.1 delivered by hand or

21.1.2 sent by pre-paid first class post or other next working day delivery service.

21.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

21.2.1 to the Council at Uttlesford District Council marked for the attention of the Director of Planning

21.2.2 to the County Council as set out above and it shall be marked for the attention of the s106 Officer, Planning Service, Economy, Localities and Public Health County Hall Chelmsford CM1 1QH AND to [development.enquiry@essex.gov.uk](mailto:development.enquiry@essex.gov.uk)

21.2.3 to the Owners at the addresses stated in the recitals and marked for the attention of the relevant owner

21.2.4 to the Promoter at its registered office

or as otherwise specified by the relevant party by notice in writing to each other party.

21.3 Any notice or other communication given in accordance with Clause 21.1 and Clause 21.2 will be deemed to have been received:

21.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the

notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day or

21.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

21.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

21.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **22 THIRD PARTY RIGHTS**

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

## **23 VALUE ADDED TAX**

23.1 Each amount stated to be payable by the Council or the Owners to the other under or pursuant to this deed is exclusive of VAT (if any).

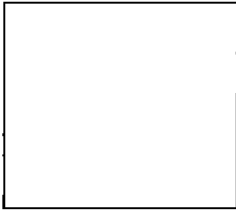
23.2 If any VAT is at any time chargeable on any supply made by the Council or the Owners under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

## **24 GOVERNING LAW**

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

**SCHEDULE 1**

**Draft Planning Permission**



**UTTLESFORD DISTRICT COUNCIL**

Council Offices, London Road, Saffron Walden, Essex CB11 4ER  
Telephone (01799) 510510, Fax (01799) 510550  
Textphone Users 18001  
Email uconnect@uttlesford.gov.uk Website www.uttlesford.gov.uk

Mr G Armstrong  
Armstrong Rigg Planning  
The Exchange  
Colworth Science Park  
Sharnbrook  
Bedford  
MK44 1LZ

**TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015**

**Application Number: UTT/21/3596/OP**

**Applicant: Catesby Land And Planning Limited, Ms A. Hawkes, Mr B. Hawkes**

Uttlesford District Council **Grants Permission for:**

**Outline planning application (with all matters reserved except for means of access from Station Road) for residential development of up to 160 dwellings (REDUCED FROM 180 dwellings) , a countryside park, up to 100sqm of office hub floorspace, sustainable urban drainage system and associated infrastructure (AMENDED PLANS \_ ADDITIONAL INFORMATION INCLUDING reduction in units, increased open space \_ additional highway measures)  
Moors Fields Station Road Little Dunmow Essex**

**The approved plans/documents are listed below:**

Plan Reference/Version	Plan Type/Notes	Received
07A	Location Plan	10/12/2021
3202E	Other	02/03/2022
3501 H	Other	02/03/2022
EDP6755_D007C	Other	02/03/2022
TRANSPORT ASSESSMENT	Other	10/12/2021

Permission is granted with the following conditions:

- 1 Approval of the details of layout, scale, landscaping, and appearance (hereafter called "the Reserved Matters") must be obtained from the Local Planning Authority in writing before development commences and the development must be carried out as approved.

**REASON:** In accordance with Article 5 of The Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended) and Section 92 of the Town

and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 Application for approval of the Reserved Matters must be made to the Local Planning Authority not later than the expiration of three years from the date of this permission.

REASON: In accordance with Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 3 The development hereby permitted must be begun no later than the expiration of two years from the date of approval of the last of the Reserved Matters to be approved.

REASON: In accordance with Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 4 The development shall be carried out in accordance with the following approved plans: Site Location Plan Dwg Ref: 07a & Proposed Site Access Dwg Ref: 22268-04 unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure the development reflects and maintains the character of the surrounding locality, street scene and highway safety in accordance with Policies S7, GEN1, GEN2 of the Adopted Local Plan and the NPPF.

- 5 The location of the built development shall be carried out in general accordance with the Development Framework Plan Dwg Ref: 3501H unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure the development reflects and maintains the character of the surrounding locality and street scene in accordance with Policies S7, GEN2 of the Adopted Local Plan and the NPPF.

- 6 The development hereby approved shall be constructed in accordance with the details as set out within the 'Design Code' (November 2022) prepared by Catesby Estates Ltd unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure a high-quality development and place making is achieved when applications for reserve matters are submitted in accordance with Policy GEN2 of the Adopted Local Plan and the NPPF.

- 7 No works except demolition shall take place until a detailed surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme should include but not be limited to:

- o Verification of the suitability of infiltration of surface water for the development. We would expect to see further testing undertaken in winter to reflect the most conservation management. This should be based on detailed infiltration tests that have been undertaken in accordance with BRE 365 testing procedure and the infiltration testing

methods found in chapter 25.3 of the CIRIA SuDS Manual C753. Designing for infiltration should also take into consideration ground water levels.

- o Where infiltration is not viable, the scheme should be limited discharging rates to 12.12l/s for all storm events up to and including 1 in 100 year rate plus 40% allowance for climate change. All relevant permission to discharge from the site into any outfall should be demonstrated.

- o Provide sufficient storage to ensure no off site flooding as a result of the development during all storm events up to and including the 1 in 100 year plus 40% climate change event.

- o Demonstrate that all storage features can half empty within 24 hours for the 1 in 30 plus 40% climate change critical storm event.

- o Final modelling and calculation for all areas of the drainage system.

- o The appropriate level of treatment for all runoff leaving the site, in line with the Simple Index Approach in Chapter 26 of the CIRIA SuDS Manual C753.

- o Detailed engineering drawings of each component of the drainage scheme.

- o A final drainage plan which details exceedance and conveyance routs, FFL and ground levels, and location and sizing of any drainage features.

- o A written report summarising the final strategy and highlighting any minor changes to the approved strategy.

REASON: To ensure an adequate level of surface water and drainage scheme is provided to minimise the risk of on and off-site flooding in accordance with policy GEN3 of the Adopted Local Plan and the NPPF.

- 8 No works shall take place until a scheme to minimise the risk of offsite flooding caused by surface water run-off and groundwater during construction works and prevent pollution has been submitted to, and approved in writing by, the local planning authority. The scheme shall subsequently be implemented as approved.

Reason: The National Planning Policy Framework paragraph 163 and paragraph 170 state that local planning authorities should ensure development does not increase flood risk elsewhere and does not contribute to water pollution in accordance with policy GEN3 of the Adopted Local Plan and the NPPF.

- 9 Prior to occupation a maintenance plan detailing the maintenance arrangements including who is responsible for different elements of the surface water drainage system and the maintenance activities/frequencies, has been submitted to and agreed, in writing, by the Local Planning Authority. Should any part be maintainable by a maintenance company, details of long term funding arrangements should be provided.

REASON: To ensure appropriate maintenance arrangements are put in place to enable the surface water drainage system to function as intended to ensure mitigation against flood risk in accordance with policy GEN3 of the Adopted Local Plan and the NPPF.

Failure to provide the above required information prior to occupation may result in the installation of a system that is not properly maintained and may increase flood risk or pollution hazard from the site.

- 10 The applicant or any successor in title must maintain yearly logs of maintenance which should be carried out in accordance with any approved Maintenance Plan. These must be available for inspection upon a request by the Local Planning Authority.

REASON: To ensure the SuDS are maintained for the lifetime of the development as

outlined in any approved Maintenance Plan so that they continue to function as intended to ensure mitigation against flood risk in accordance with policy GEN3 of the Adopted Local Plan and the NPPF.

- 11 Prior to the commencement of the development, a detailed Construction Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority, and the plan shall include the following:
- a) The construction programme and phasing
  - b) Hours of operation, delivery and storage of plant and materials used in constructing the development
  - c) Details of any highway works necessary to enable construction to take place
  - d) the parking of vehicles of site operatives and visitors,
  - e) Details of hoarding
  - f) Management of traffic to reduce congestion
  - g) Control of dust and dirt on the public highway
  - h) Details of consultation and complaint management with local businesses and neighbours
  - i) Waste management proposals
  - j) Mechanisms to deal with environmental impacts such as noise and vibration, air quality and dust, light, and odour.
  - k) Details of any proposed piling operations, including justification for the proposed piling strategy, a vibration impact assessment and proposed control and mitigation measures.
  - l) wheel and underbody washing facilities.
  - m) M) routing strategy for construction vehicles

All works shall be carried out in accordance with the approved CEMP thereafter.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

**REASON:** In the interests of highway safety and the control of environmental impacts on existing residential properties in accordance with Policies GEN1, ENV10 of the Adopted Local Plan and the NPPF.

- 12 No development approved by this permission shall take place until the following has been submitted to an approved in writing by the Local Planning Authority:

A Phase 2 Site Investigation based on the findings of the Phase 1 Desk Assessment.  
A Phase 3 Remediation Scheme (where shown as necessary by the Phase 2 Site Investigation)

All such work shall be undertaken in accordance with BS 10175:2011 or other appropriate guidance issued by regulatory authorities. The work shall be sufficient to ensure that measure will be taken to mitigate any risks to human health, groundwater and the wider environment.

Prior to any permitted dwelling being occupied a validation report shall be submitted and approved in writing by the Local Planning Authority to demonstrate the effectiveness of any agreed Remediation Strategy. Any such validation shall include responses to any unexpected contamination discovered during works.



REASON: To protect human health and to ensure that no future in accordance with the Policy ENV14 of the Adopted Local Plan and the NPPF.

- 13 A detailed scheme, including internal layout and ventilation measures, for protecting the proposed dwellings from noise from road traffic submitted to an approved in writing by the Local Planning Authority. The scheme shall ensure that reasonable internal and external noise environment are achieved in accordance with the provisions of BS8233:2014 and BS4142:2014. The internal ambient noise levels shall not exceed the guideline values in BS8233:2014 Table 4.

07:00 to 2300  
Resting - Living Room 35db  
Dining - Dining room/area 40db  
Sleeping/Daytime Resting - Bedroom 35db

23:00 to 07:00  
Sleeping/Nigh time Bedroom 35db

External areas shall be designed and located to ensure that amenity space areas are protected on all boundaries as to not exceed 50db. If a threshold level relaxation to 55db is required for external areas, full justification and explanation should be provided.

The dwellings shall not be occupied until such a scheme has been implemented in accordance with the approved details, and as shown to be effective, and is shall be retained in accordance with those details thereafter.

REASON: To ensure future occupiers enjoy a good acoustic environment in accordance with Policy ENV10 of the Adopted Local Plan which requires appropriate noise mitigation and sound proofing to noise sensitive developments.

- 14 All mitigation and enhancement measures and/or works shall be carried out in accordance with the details contained in the Ecological Appraisal (Aspect Ecology, November 2021) as already submitted with the planning application and agreed in principle with the Local Planning Authority prior to determination.

This may include the appointment of an appropriately competent person e.g. an ecological clerk or works (ECoW) to provide on-site ecological expertise during construction. The appointed person shall undertake all activities, and works shall be carried out, in accordance with the approved details

REASON: To conserve protected and priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species) as updated by the Environment Act 2021 and in accordance with Policy GEN7 of the Adopted Local Plan and the National Planning Policy Framework.

- 15 A Biodiversity Net Gain Design State Report, in line with Table 2 of CIEEM Biodiversity Net Gain report and audit templates (July 2021), shall be submitted to an approved in writing by the Local Planning Authority which provides measurable biodiversity net gain, using the DEFRA Biodiversity Metric 3.0 or any successor. The content of the Biodiversity Net Gain Report should include the following:

- a) Baseline data collection and assessment of current conditions on site.
- b) A commitment to measure in line with the Mitigation Hierarchy and evidence of how BNG Principles have been applied to maximise benefits to biodiversity.
- c) Provision of the full BNG calculations, with detailed justification for the choice of habitat types, distinctiveness and condition, connectivity, and ecological functionality.
- d) Details of any off-site provision to be secured by a planning obligation
- e) Details of the monitoring and auditing measures.

The proposed enhancement measures shall be implemented in accordance with the approved details and shall be retained in that manner thereafter.

REASON: In order to demonstrate measurable net gains and allow the Local Planning Authority to discharge its duties under the NPPF (2021) and in accordance with Policy GEN7 of the Adopted Local Plan.

- 16 A Skylark Mitigation Strategy shall be submitted to an approved by the Local Planning Authority to compensate the loss of any Skylark territories. The content of the Skylark Mitigation Strategy shall include the following:

- a) Purpose and conservation objectives for the proposed Skylark plots.
- b) Detailed methodology for Skylark plots following Agri-Environment Scheme option.
- c) Locations of the Skylark plots by appropriate maps/or plans.
- d) Persons responsible for implementing the compensation measure.

The Skylark Mitigation Strategy shall be implemented in accordance with the approved details and all features shall be retained for a minimum of 10 years.

REASON: To allow the Local Planning Authority to discharge its duties under the Wildlife & Countryside Act 1981 (as amended) and S40 of the NERC Act 2006 (Priority habitats & species) and in accordance with Policy GEN7 of the Adopted Local Plan and the National Planning Policy Framework.

- 17 No development shall take place until a Reptile Mitigation Strategy addressing the mitigation and translocation of reptiles has been submitted to and approved in writing by the Local Planning Authority. The Reptile Mitigation Strategy shall include:

- a) Purpose and conservation objectives for the proposed works.
- b) Review of site potential and constraints.
- c) Detailed design(s) and/or working method(s) to achieve stated objectives.
- d) Extent and location/area of proposed works on appropriate scale maps and plans.
- e) Type and source of materials to be used where appropriate, e.g. native species of local provenance.
- f) Timetable for implementation demonstrating that works are aligned with the proposed phasing of development.
- g) Persons responsible for implementing the works.
- h) Details of initial aftercare and long-term maintenance of Receptor area(s).
- i) Details of monitoring and remedial measures.
- j) Details for disposal of any wastes arising from works.

The Reptile Mitigation Strategy shall be implemented in accordance with the approved details and all features shall be retained in that manner thereafter.

REASON: To allow the Local Planning Authority to discharge its duties under the Wildlife & Countryside Act 1981 (as amended) and S40 of the NERC Act 2006 (Priority habitats & species) and in accordance with Policy GEN7 of the Adopted Local Plan and the National Planning Policy Framework.

- 18 A Biodiversity Enhancement Strategy for protected and Priority species shall be submitted to and approved in writing by the local planning authority. The content of the Biodiversity Enhancement Strategy shall include the following:

- a) Purpose and conservation objectives for the proposed enhancement measures;
- b) Detailed designs to achieve stated objectives;
- c) Locations of proposed enhancement measures by appropriate maps and plans;
- d) Timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
- e) Persons responsible for implementing the enhancement measures;
- f) Details of initial aftercare and long-term maintenance (where relevant).

The works shall be implemented in accordance with the approved details prior to occupation and shall be retained in that manner thereafter.

REASON: To enhance protected and Priority species & habitats and allow the LPA to discharge its duties under the s40 of the NERC Act 2006 (Priority habitats & species).

- 19 A Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior to occupation of the development. The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

REASON: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species)

- 20 A lighting design scheme for biodiversity shall be submitted to and approved in writing by the local planning authority. The scheme shall identify those features on site that are

particularly sensitive for bats and that are likely to cause disturbance along important routes used for foraging; and show how and where external lighting will be installed (through the provision of appropriate lighting contour plans, Isolux drawings and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

REASON: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species)

- 21 No development shall take place, including any ground works or demolition, until a Construction Management Plan has been submitted to, and approved in writing by, the local planning authority. The approved plan shall be adhered to throughout the construction period. The Plan shall provide for;
- o the parking of vehicles of site operatives and visitors,
  - o loading and unloading of plant and materials,
  - o storage of plant and materials used in constructing the development,
  - o wheel and underbody washing facilities.
  - o routing strategy for construction vehicles
  - o before and after condition survey to identify defects to highway, or roads to be adopted as highways, in the vicinity of the access to the site and where necessary ensure repairs are undertaken at the developer expense where caused by developer.

REASON: To ensure that on-street parking of these vehicles in the adjoining streets does not occur and to ensure that loose materials and spoil are not brought out onto the highway in the interests of highway safety and Policy DM 1 of the Highway Authority's Development Management Policies February 2011, Policy GEN1 of the Adopted Local Plan and the NPPF.

- 22 Prior to occupation of the development, the ghosted right turn access, 6m wide with 2 x 2m width footways, as shown in principle on submitted drawing Proposed Site Access Dwg Ref: 22268-04 and 22268-04-02 shall be provided, including a clear to ground visibility splays with dimensions of 2.4 metres by 106 metres to the north-west and 2.4 metres by 104 metres to the south-east, as measured from and along the nearside edge of the carriageway. The vehicular visibility shall retained free of obstruction at all times thereafter.

REASON: To ensure that vehicles can enter and leave the highway in a controlled manner in forward gear with adequate inter-visibility between vehicles using the access and those in the existing public highway in the interest of highway safety in accordance with policy DM1 of the Development Management Policies as adopted as County Council Supplementary Guidance in February 2011, Policy GEN1 of the Adopted Local Plan and the NPPF.

- 23 Prior to the first occupation of the development, the pedestrian/cycle access of minimum effective width of 3.5m as shown in principle in drawing number 22268-04-02, including a

clear ground visibility splays with dimensions of 2.4 metres by 90 metres in both directions, as measured from and along the nearside edge of the carriageway. The vehicular visibility shall retained free of obstruction at all times thereafter.

REASON: To provide connectivity and ensure that pedestrians and cyclists can entre and leave the existing public highway in the interests of highway safety in accordance with policy DM1 of the Development Management Policies as Adopted as County Council Supplementary Guidance in February 2011 and in accordance with Policy GEN1 of the Adopted Local Plan and the NPPF.

- 24 Prior to the first occupation, the following infrastructure shall be provided. All necessary works including 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.

a) A footway of 2m width along the south-western side of Station Road along the site frontage connecting to the existing footway at either end. For avoidance of doubt, such footway 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.

b) Enhancement of bus stops to the north of the site on either side of Station Road as shown in principle of drawing number 03/001/N which shall comprise (but not limited to) the following facilities; shelter, seating, raised kerbs, bus stop markings, poles and flag type signs, timetable casings.

c) Provision of a scheme to improve the safety of pedestrian and cyclists on Station Road including signage and improvement of access and crossing point for the Flitch Way on the eastern side of Station Road.

d) Provision of a pedestrian refuge to connect to a new footway along the eastern side of Station Road to the bus stop as shown in principle in drawing number Ref: 22268-04.

REASON: In the interests of highway safety, reducing the need to travel by car, and promoting sustainable development and transport in accordance with policies DM9 of the Development Management Policies as Adopted as County Council Supplementary Guidance in February 2011 and in accordance with Policy GEN1 of the Adopted Local Plan and the NPPF.

- 25 Prior to the first occupation, the developer shall provide pedestrian and cycle accesses to the Flitch Way and pedestrian network as shown in principle on the 3202E (illustrative master plan) and provide appropriate fencing and planting between the development and the Flitch Way. No other accesses shall be provided unless agreed in writing with the Local Planning Authority in conjunction with Essex County Council.

REASON: To provide controlled access to the Flitch Way and improve accessibility of the site by walking and cycling and to protect it from uncontrolled use and damage in accordance with Polices GEN1, GEN7 and ENV7 of the Adopted Local Plan and the National Planning Policy Framework.

- 26 The layout of the development will be such that no gardens back on to the Flitch Way and/or an appropriate buffer is provided between the Flitch Way and the development.

REASON: To protect the Flitch Way from uncontrolled use, littering and damage in

accordance with Policies GEN1, GEN2, ENV7 and GEN7 of the Adopted Local Plan and the National Planning Policy Framework.

- 27 Prior to the occupation of the dwellings hereby approved, the treatment and surfacing of the Public Right of Ways (PRoW) within the site to be agreed with the Local Planning Authority. The agreed scheme to include public footpath 35/10 clearance and alignment on to its definitive route.

REASON: To protect the PRoW network within land under control of the applicant in accordance with GEN1, of the Adopted Local Plan and the National Planning Policy Framework.

- 28 Prior to occupation of the proposed development, the Developer shall be responsible for the provision and implementation of a Residential Travel Information Pack per dwelling, for sustainable transport, approved by Essex County Council, to include six one day travel vouchers for use with the relevant local public transport operator.

REASON: In the interests of reducing the need to travel by car and promoting sustainable development and transport in accordance with policies DM9 and DM10 of the Highway Authority's Development Management Policies, adopted as County Council Supplementary Guidance in February 2011, Policy GEN1 of the Adopted Local Plan and the NPPF.

- 29 No development or preliminary groundworks of any kind shall take place until a programme of archaeological investigation has been secured in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority. The approved works shall thereafter be carried out in accordance with the approved scheme.

REASON: To ensure the appropriate investigation of archaeological remains, in accordance with Policy ENV4 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework.

- 30 No development or preliminary groundworks of any kind shall take place until the completion of the programme of archaeological evaluation identified in the WSI defined in condition 26 and confirmed by the Local Planning Authority

REASON: To ensure the appropriate investigation of archaeological remains, in accordance with Policy ENV4 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework.

- 31 A mitigation strategy detailing the excavation/preservation strategy shall be submitted to the local planning authority following the completion of the archaeological evaluation.

REASON: To ensure the appropriate investigation of archaeological remains, in accordance with Policy ENV4 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework.

- 32 No development or preliminary groundworks can commence on those areas containing

archaeological deposits until the satisfactory completion of fieldwork, as detailed in the mitigation strategy, and which has been approved in writing by the Local Planning Authority.

REASON: To ensure the appropriate investigation of archaeological remains, in accordance with Policy ENV4 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework.

- 33 The applicant will submit to the local planning authority a post-excavation assessment (to be submitted within three months of the completion of fieldwork, unless otherwise agreed in advance with the Planning Authority). This will result in the completion of post-excavation analysis, preparation of a full site archive and report ready for deposition at the local museum, and submission of a publication report.

REASON: To ensure the appropriate investigation of archaeological remains, in accordance with Policy ENV4 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework.

- 34 Prior to the construction of the development hereby approved, a Bird Hazard Management Plan shall be submitted and approved by the Local Planning Authority. The Plan should include details of landscaping, especially open /public spaces and SuDS, and measures in how birdstrike avoidance is undertaken during both the construction period and in perpetuity.

REASON: Flight safety - to prevent distraction or confusion to pilots using STN in accordance with the NPPF

- 35 All exterior lighting to be capped at the horizontal with no upward light spill.

REASON: Flight safety - to prevent distraction or confusion to pilots using STN in accordance with the NPPF

- 36 No reflective materials to be used in the construction of the new buildings and no solar photovoltaics to be used on site without first consulting with the aerodrome safeguarding authority for STN. An aviation perspective Glint & Glare assessment may be required.

REASON: Flight safety - to prevent ocular hazard and distraction to pilots using STN in accordance with the NPPF.

- 37 The proposed development hereby approved shall be constructed in accordance with the Sustainability and Energy Statement prepared by Turley (November 2021) unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure that the proposals comply with the Council's corporate Interim Climate Change Planning Policy (2021) and the NPPF.

In determining this application, the Local Planning Authority had regard to the following Development Plan Policies:

NPPF4 - National Planning Policy Framework July 2021  
S7 - The Countryside  
GEN1 - Access  
GEN2 - Design  
GEN3 - Flood Protection  
GEN4 - Good Neighbours  
GEN5 - Light Pollution  
GEN6 - Infrastructure Provision to Support Development  
GEN7 - Nature Conservation  
GEN8 - Vehicle Parking Standards  
ENV2 - Development affecting Listed Buildings  
ENV3 - Open spaces and trees  
ENV4 - Ancient Monuments and Site of Archaeological Importance  
ENV5 - Protection of agricultural land  
ENV7 - The protection of the natural environment designated sites  
ENV8 - Other landscape elements of importance for nature  
ENV10 - Noise sensitive development and disturbance from aircraft  
ENV11 - Noise generators  
ENV13 - Exposure to poor air quality  
ENV14 - Contaminated land  
H9 - Affordable Housing  
H10 - Housing Mix

**Dean Hermitage  
Director Planning**

**Notes:**

- 1 The local planning authority has worked with the applicant in a positive and proactive manner in determining this application.
  
- 2 -This permission does not incorporate Listed Building Consent unless specifically stated.  
  
-The alterations permitted by this consent are restricted to those specified and detailed in the application. Any alteration, demolition or re-building not so specified, even if this should become necessary during the course of the work, must be subject of a further application. It is an offence to carry out unauthorised work to the interior or exterior of a Listed Building in any way, which would affect its character.  
  
-The proposal has been considered against Development Plan policies shown in the schedule of policies. Material planning considerations do not justify a decision contrary to the Development Plan.  
  
-The Development Plan comprises the saved policies of the Uttlesford Local Plan (2005).



- It is the responsibility of the owner to ensure that any conditions attached to an approval are complied with. Failure to do so can result in enforcement action being taken. Where conditions require the submission of matters to and approval by the local planning authority these must be submitted on form "Application for approval of details reserved by condition" available from the Council's web site [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk) and accompanied by the correct fee.

-Your attention is drawn to the need to check with the Council's Building Surveying Section regarding fire-fighting access and the requirements of Section 13 of the Essex Act 1987.

-Your attention is drawn to the Equality Act 2010. The Act makes it unlawful for service providers (those providing goods, facilities or services to the public), landlords and other persons to discriminate against certain groups of people.

-If you intend to pipe, bridge or fill in a watercourse, as part of this development or otherwise, you need to contact the County Highways Authority.

-Under the terms of the Water Resources Act 1991 and Environment Agency Byelaws, the prior written consent of the agency is required for any proposed works or structures in, under, over or within 9 metres of the top of the bank of any main river.

-If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

-Working in close proximity to live overhead lines:

The law requires that work may be carried out in close proximity to electricity overhead lines (usually recognised by a yellow and black "Danger of Death" label on the pole or pylon although this may be missing or have been vandalised) only when there is no alternative and only when the risks are acceptable and can be properly controlled. Further information can be viewed at

<http://www.ukpowernetworks.co.uk/internet/en/help-and-advice/help-sheets/> then click on "Keeping Safe" then "Working safely near power lines"

UK Power Networks will also visit sites and provide safety advice with regard to work near electricity overhead lines and a statement of clearances to the overhead lines. A call to UK Power Networks general enquiries line on 0845 601 4516 will be required to request a visit. Lines open Monday to Friday 9.00am to 5.00pm.

Appeals to the Secretary of State

-If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

-The Secretary of State can allow a longer period for giving notice of an appeal but will not

normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

-The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal. Further details are on GOV.UK.

- 3 This Decision Notice must be read in conjunction with an Obligation made under Section 106 of the Town and Country Planning Act 1990, relating to this site/property.

**SCHEDULE 2**

**Plan**







### SCHEDULE 3

#### Obligations entered into with the Council

##### PART 1

##### Phasing

The Owners covenant with the Council as follows:

1. A Phasing Plan shall be agreed with the Council prior to Implementation identifying the Phases of the Development and the Development shall be provided in accordance with the agreed Phasing Plan as may be varied by agreement from time to time with the written consent of the Council

##### PART 2

##### Affordable Housing

The Owners covenant with the Council as follows:

1. The Affordable Housing Units shall comprise up to 40% of the total of all Residential Dwellings constructed in accordance with the Planning Permission (including 4 of the 9 bungalows to be constructed as part of the Development) unless otherwise agreed in writing with the Council 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 unless otherwise agreed in writing with the Council 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 Affordable Housing Land in clusters of no more than ten (10) Affordable Housing Units per cluster unless otherwise agreed in writing with the Council
4. The tenure mix of Affordable Housing Units in a Phase will be 70% Affordable Rented Units and 30% Shared Ownership Units unless otherwise agreed in writing with the Council
5. The type and mix of the Affordable Housing Units is to be agreed between the Council and the Owners prior to submission of the reserved matters application for that Phase of the Development
6. Not to Occupy the first Open Market Housing Unit in each Phase which includes Affordable Housing Units until the Owners have  
EITHER:
  - (a) transferred the Affordable Housing Land in that Phase to an Approved Body as a freehold estate

OR

(b) completed a binding agreement with an Approved Body (documentary proof of which to be supplied to the Council if requested) for the completion of the Affordable Housing Units and the transfer of the Affordable Housing Units and the Affordable Housing Land within that Phase to the Approved Body 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 within the entire Development or for several Phases prior to Implementation of the first Phase if they wish

7. The tenure of each Affordable Housing Unit in a Phase is to be agreed in writing between the Approved Body and the Council in accordance with the Council's Affordable Housing Strategy in force at the time and before the first Occupation of any Affordable Housing Unit in that Phase
8. Not to Occupy more than 75% of the Open Market Housing Units to be constructed in a Phase in accordance with the Planning Permission until the Affordable Housing Units in that Phase shall be substantially completed and ready for Occupation and transferred to an Approved Body as a freehold estate (if not already transferred in accordance with paragraph 6 above)
9. After the substantial completion of the Affordable Housing Units no Affordable Housing Unit shall be Occupied unless in respect of the Affordable Housing Units concerned there is compliance with the following paragraphs 9.1. to 9.6.

9.1. Upon completion of the Affordable Housing Units and thereafter, the Approved Body will allocate each Affordable Housing Unit to a Nominated Person provided by the Council or the Help to Buy Agent (South):

(a) in respect of Affordable Rented Units, in accordance with the provisions of the Nominations Agreement appended at Annex A (into which the Approved Body will have entered with the Council) and

(b) in respect of Shared Ownership Units, in accordance with the following paragraphs 9.1.1 and 9.1.2

9.1.1. Not later than twenty (20) Working Days from the date of completion of each Shared Ownership Unit or a notice from the occupier of a Shared Ownership Unit that he wishes to sell his interest in a Shared Ownership Unit, the Approved Body will give notice thereof to the Help to Buy Agent (South) as regards the Shared Ownership Unit

9.1.2. Thereafter, the Approved Body shall comply with the requirements of the Help to Buy Agent (South) as to the transfer and lease of the Shared Ownership Unit to the Nominated Person

- 9.2. If the Council fails to give details of a Nominated Person to the Approved Body under the provisions of the Nominations Agreement or the Help to Buy Agent (South) fails to give details of a Nominated Person, 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
- 9.3. Where the Council fails to give details of a Nominated Person under the provisions of the Nominations Agreement or the Help to Buy Agent (South) fails to give details of a Nominated Person and the Approved Body does not have notice or details of an Eligible Person whom it can nominate or house pursuant to paragraph 9.2. of this Part, 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 whom it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy
- 9.4. The terms of the tenancy deeds 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
- 9.5. The Approved Body will not:
- 9.5.1. Subject to paragraph 9.5.2. of this Part, transfer the freehold or leasehold interest in the Affordable Housing Land or any Affordable Housing Unit (save for a transfer of the freehold interest or long leasehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has (by virtue only of the grant of a DPA Waiver) acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire or other statutory right) 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 deed
- 9.5.2. Sell let or dispose of 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 9.1. to 9.7. of this Part
- 9.6. The Approved Body will give the Council one (1) month's written notice of the intended transfer of the freehold or leasehold interest in the Affordable Housing 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 who has (by virtue only of the grant of a DPA Waiver) acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire or other statutory right

9.7. The affordable housing provisions set out in this Part shall not be binding on 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 (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units and/or the Affordable Housing Land or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

9.7.1. such mortgagee or chargee or Receiver shall first give written notice to the Council (together with official copies of the relevant Land Registry Entries) of its intention to dispose of the Affordable Housing Units and/or the Affordable Housing Land specified in the notice and thereafter shall give an opportunity

9.7.1.1. to another Approved Body (the name and address of which shall be given to the Council) for a period of one (1) month from the date of the written notice to purchase the specified Affordable Housing Units and/or the Affordable Housing Land and thereafter

9.7.1.2. to the Council for a further period of two (2) months to purchase the specified Affordable Housing Units and/or the Affordable Housing Land

in either case for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses and

9.7.2. if such disposal has not completed on the expiration of both periods referred to above (and for the avoidance of doubt totalling a three-month period from the date of the written notice), the mortgagee or chargee or Receiver shall be entitled to dispose of the specified Affordable Housing Units and/or the Affordable Housing Land free from the affordable housing provisions set out in this Part, which provisions shall determine absolutely

9.7.3. During the three-month period from the date of the written notice, the mortgagee or chargee or Receiver shall use reasonable endeavours to reply to enquiries raised by the Council or by an Approved Body in relation to the specified Affordable Housing Units and/or the Affordable Housing Land as expeditiously as possible so as to ensure the completion of any disposal within the said three-month period

9.8. If the Affordable Housing Units are vested or transferred to another provider pursuant to a proposal made by Homes England pursuant to Section 152 of the Housing and Regeneration



Act 2008 then the provisions of this deed shall continue (notwithstanding paragraph 9.7 above) in respect of such other provider

9.9. Should Homes England be abolished and its functions not be replaced by any other statutory body the Council shall fulfil the functions of the Help to Buy Agent (South)

## **PART 3**

### **Open Space**

The Owners covenant with the Council as follows:

#### **1 OPEN SPACE**

- 1.1 Prior to Implementation the Owners shall submit the Open Space Scheme to the Council for approval and shall not commence the Development unless and until the Open Space Scheme is approved or deemed to be approved pursuant to this deed by the Council
- 1.2 The Open Space Scheme shall be deemed to be approved by the Council after thirty (30) Working Days following its submission to the Council in the event that the Council does not notify the Owners with reasons prior to the expiry of such thirty (30) Working Days that the Open Space Scheme is not approved
- 1.3 The Owners shall complete the construction laying out and landscaping of the Open Space in accordance with the approved Open Space Scheme and make it available for public use prior to the Occupation of 90% of the Residential Dwellings unless otherwise agreed with the Council
- 1.4 Not to Occupy or permit the first Occupation of more than 90% of the Residential Dwellings (or such other percentage agreed with the Council pursuant to paragraph 1.3 above) until the Open Space has been completed and made available for public use in accordance with the approved Open Space Scheme
- 1.5 To maintain the Open Space in accordance with the relevant Open Space Management Plan approved pursuant to paragraph 2.1 below to the reasonable satisfaction of the Council from the date it is first made available for public use until such time as the Open Space is transferred to Little Dunmow Parish Council or a Management Company and thereafter the Owners will secure the future maintenance of the Open Space and will ensure that Little Dunmow Parish Council or the Management Company and any future owner of the Open Space complies with the terms of the Open Space Management Plan
- 1.6 The Owners shall transfer the Open Space to Little Dunmow Parish Council or the Management Company on terms which secure the future maintenance of the Open Space in accordance with the Open Space Management Plan and secure either Little Dunmow Parish Council's or the Management Company's agreement that they will fully comply with the terms of the Open Space Management Plan no later than 12 months following the date on which the Open Space is first made available for public use.

#### **2 Open Space Management Plan**

- 2.1 Prior to Occupation the Owners shall submit details of the Open Space Management Plan to the Council for approval and shall not Occupy or permit Occupation of the Development unless and until the details of the Open Space Management Plan have been approved or deemed to be approved pursuant to this deed by the Council
- 2.2 The Open Space Management Plan shall include:
- 2.2.1 The means of funding the maintenance and upkeep of the Open Space to demonstrate that the Open Space is able to be maintained by either Little Dunmow Parish Council or the Management Company in perpetuity including details of any service charge to be paid by residents of the Development
- 2.2.2 The details and method of calculation of the Open Space Commuted Sum should the Open Space be transferred to Little Dunmow Parish Council
- 2.2.3 The proposed banking arrangements for either Little Dunmow Parish Council or the Management Company
- 2.2.4 Details of insurances as shall be appropriate in respect of the use of the Open Space managed by either Little Dunmow Parish Council or the Management Company and against damage by those comprehensive risks as are reasonable to insure against
- 2.3 The details of Open Space Management Plan shall be deemed to be approved by the Council after thirty (30) Working Days following its submission to the Council in the event that the Council does not notify the Owners with reasons prior to the expiry of such thirty (30) Working Days that the details of the Open Space Management Plan are not approved
- 3 Transfer of Open Space:**
- 3.1 Following the construction laying out and landscaping of the Open Space in accordance with the approved Open Space Scheme and as soon as it is made available for public use in accordance with paragraph 1.3 above the Open Space shall be offered for transfer to Little Dunmow Parish Council at nil cost with the Owners meeting the reasonable legal costs of Little Dunmow Parish Council incurred in the negotiation preparation and completion of the transfer and the Owners shall pay the Open Space Commuted Sum to the Council on the same day as the transfer of the Open Space to Little Dunmow Parish Council.
- 3.2 If after three (3) months of an offer to transfer Little Dunmow Parish Council it has not agreed to accept the transfer or has agreed to accept the transfer but has not completed the transfer within three (3) months from the acceptance of the offer to transfer the Owners shall transfer the Open Space to a Management Company in accordance with the provisions of this Schedule

- 3.3 Prior to the transfer of the Open Space to a Management Company the Owners shall submit details of the Management Company to the Council for approval and shall not transfer the Open Space to the Management Company until the details of the Management Company have been approved or deemed to be approved pursuant to this deed by the Council
- 3.4 The details of any Management Company referred to in paragraph 3.3 above shall include (where applicable):
- 3.4.1 its corporate structure
  - 3.4.2 its registered office and correspondence address
  - 3.4.3 its directors and officers (where known)
- 3.5 The details of the Management Company shall be deemed to be approved by the Council after thirty (30) Working Days following their submission to the Council in the event that the Council does not notify the Owners with reasons prior to the expiry of such thirty (30) Working Days that the details of the Management Company are not approved

#### **PART 4**

##### **Hatfield Forest Financial Contribution**

The Owners covenant with the Council as follows:

1. Prior to Implementation, to pay the Hatfield Forest Financial Contribution to the Council

#### **PART 5**

##### **Healthcare Facility Contribution**

The Owners covenant with the Council as follows:

1. Prior to Implementation, to pay the Healthcare Facility Contribution to the Council

## PART 6

### Provision of on-site building

The Owners covenant with the Council as follows:

1. The Owners shall construct a building within the Development comprising an office hub (“the office hub”) with a floor area of 100 square metres. Detailed plans for the construction of the office hub and its location shall be submitted to the Council by the Owners as part of a reserved matters application
2. The office hub shall be substantially completed and ready for use prior to the Occupation of 75% of the Residential Dwellings and forthwith thereafter the freehold of the office hub shall be offered for transfer to Little Dunmow Parish Council at nil cost, with the Owners meeting the reasonable legal costs of Little Dunmow Parish Council incurred in the negotiation preparation and completion of the transfer
3. If after three (3) months of an offer to transfer Little Dunmow Parish Council have not agreed to accept the transfer or agreed to accept the transfer but not completed the transfer within three (3) months from the acceptance of the offer to transfer, the Owners shall transfer the office hub to a Management Company
4. Prior to the transfer of the office hub to a Management Company, details of the Management Company shall be submitted to the Council for approval and shall include (where applicable):
  - 4.1.1. its corporate structure
  - 4.1.2. its registered office and correspondence address
  - 4.1.3. its directors and officers (where known)

**SCHEDULE 4**

**Obligations entered into with the County Council**

**PART 1**

**Education**

1. The Owners covenant with the Council and the County Council as follows:
  - 1.1. to pay the Education Contribution to the County Council in accordance with the following splits:
    - 1.1.1. fifty percent (50%) of the Education Contribution prior to Implementation of Development and not to Implement or cause or allow or permit the Implementation the Development unless and until fifty percent 50% of the Education Contribution have been received by the County Council;
    - 1.1.2. a further twenty-five percent (25%) of the Education Contribution prior to first Occupation of the Development and not to cause or allow or permit any Occupation of the Development unless and until a further twenty-five percent (25%) of the Education contribution has been paid to the County Council and thus seventy-five percent (75%) Education Contribution has thereby been received by the County Council; and
    - 1.1.3. a further and final twenty-five percent 25% of the Education Contribution prior to Occupation of 50% of the Residential Dwellings and not to cause or allow or permit the Occupation of more than 50% of the Residential Dwellings unless and until a further twenty-five percent (25%) of the Education contribution has been paid to the County Council and thus one hundred percent (100%) of the Education Contribution have been received by the County Council in full,
2. The Notice of Implementation shall in addition to that information stipulated in paragraph 1.1 to this Part 3 of this Schedule 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 the County Council then the Owners shall serve on the County Council 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 Owners fail to serve any notice set out in this Paragraph 2 of this Schedule the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.
3. The Payment Notice shall state the Unit Mix on which the payment is to be based.
4. The Completion Notice shall state the final Unit Mix.
5. The County Council covenants with the Owners as follows:
  - 5.1. To place the Education Contribution when received into an interest-bearing account and to utilise the same solely for the Education Purposes;
  - 5.2. If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Education Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council 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 the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council 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; and

5.3 Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary that the Education Contribution is paid to the County Council in full the County Council shall provide the Owners 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.

6. It is hereby agreed and declared:

6.1 In the event that the Education Contribution is paid later than dates set out in paragraph 1 above then the amount of the Education Contribution or part thereof payable by the Owners 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 and the payment was due 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 the payment was due until the date payment of the Education Contribution is received by the County Council

6.2 In addition to the requirement of 6.1 above in the event that any sum due to be paid by the Owners to the County Council pursuant to this deed should not be received by the County Council by the date that the sum is due then the Owners hereby covenant to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council 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 Owners pursuant to the debt.

6.3 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 Owners hereby covenant to pay to the County Council 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 the County Council form part of the Education Contribution.

6.4 In the event that the Education Contribution is overpaid by the Owners then the County Council shall be under no obligation to return any such overpaid sum or sums in whole or in part if in good faith the County Council has spent the Education Contribution or has entered into a legally binding contract(s) or obligation(s) to spend the Education Contribution otherwise upon being notified of the overpayment by the Owners in writing and within 20 working days of the Occupation of the final Unit on the Property the County Council shall otherwise be under an obligation to return any such overpaid sum or sums in whole or in part if the Owners notify the County Council of such overpayment within ten (10) Working Days of such overpayment having been made to the County Council

6.5 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owners and received by the County Council within two (2) months of receipt by the Owners of the County Council's statement referred to in paragraph 5.3 and shall clearly state the grounds on which the expenditure is disputed

6.6 In the event that no written request is received by the County Council from the Owners pursuant to paragraph 5.2 or no valid dispute is raised by the Owners pursuant to paragraph 6.5 above the Owners shall accept that the Education Contribution has been spent in full on the Education Contribution Purposes

## PART 2

**Bus Service Contribution and Flitch Way Contribution** (together defined as "**Highway Contributions**" for the purpose of this Schedule)

The Owners covenant with the Council and the County Council as follows:

**1 BUS SERVICES CONTRIBUTION AND FLITCH WAY CONTRIBUTION**

2 The Owners hereby covenant with the County Council:

2.1 To pay the Bus Services Contribution prior to first Occupation of any Residential Dwellings on the Development and not to cause allow or permit first Occupation of any Residential Dwellings unless and until the Bus Services Contribution has been paid to the County Council in full; and

2.2 To pay the Flitch Way Contribution prior to first Occupation of any Residential Dwellings on the Development and not to cause allow or permit first Occupation of any Residential Dwellings unless and until the Flitch Way Contribution has been paid to the County Council in full

3 The County Council hereby covenants with the Owners to:-

3.1 place the Highway Contributions when received into an interest bearing account with a clearing bank and to utilise each of the same for the Bus Services Contribution Purposes and the Flitch Way Contribution Purposes (the "**Highway Contributions Purposes**") as applicable;

3.2 upon receipt of a request in writing to do so to be received by the County Council from the Owners no sooner than the tenth (10th) anniversary of the date of payment to the County Council but no later than 1 year thereafter to return to the party who deposited the Highway Contributions the unexpended part of the Highway Contributions together with interest accrued on the unexpended parts PROVIDED ALWAYS THAT where at the tenth (10th) anniversary of the date of payment to the County Council a legally binding contract has been entered into by the County Council in respect of the Highway Contributions Purposes the unexpended part of each of the Highway Contributions shall not be repaid until such payment is made and the unexpended part of the Highway Contributions to be repaid shall not include such payment.

3.3 that upon receipt of a written request(s) from the Owners prior to the eleventh (11th) anniversary of the date of payment to the County Council the County Council shall provide the Owners with a statement confirming whether the Highway Contributions have been spent and if the Highway Contributions have been spent in whole or in part outlining how the Highway Contributions have in whole or in part been spent

4. It is hereby agreed:

4.1 Any dispute in relation to how the Highway Contributions have been spent must be raised in writing by the Owners and received by the County Council within twenty (20) Working Days of receipt by the Owners of the County Council's statement referred to in paragraph 3.3 above and shall clearly state the grounds on which it is disputed.

4.2 If no written request is received by the County Council pursuant to paragraph 3.2 above or no valid dispute is raised pursuant to paragraph 4.1 above, the Owners shall accept that the Highway Contributions have been spent on the appropriate purposes

4.3 The County Council may utilise up to two percent (2%) of the total amount of the Bus Services Contribution due under this deed to a maximum of Two Thousand Pounds (£2,400) plus Relevant Highway 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 Owners to form part of the definition of use of the Bus Services Contribution.

- 4.4 In the event that the Highway Contributions or part thereof are paid later than the date payment is due, then the amount of the Highway Contributions or part thereof payable by the Owners shall in addition include an amount equal to any percentage increase in costs shown by the relevant Index between the Index Point prevailing at the date payment is due and the date payment is received by the County Council multiplied by each of the Highway Contributions or part thereof due or if greater, an amount pertaining to interest on the Highway Contributions or part thereof due calculated at the SONIA Rate or such other rate as the County Council deems appropriate from the date payment is due until the date payment is received by the County Council.
- 4.5 In the event that the Highway Contributions are overpaid by the Owners then the County Council shall be under no obligation to return any such overpaid sum or sums in whole or in part if in good faith the County Council has spent the Highway Contributions or has entered into a legally binding contract(s) or obligation(s) to spend the Highway Contributions otherwise upon being notified of the overpayment by the Owners in writing and within 20 working days of the Occupation of the final Unit on the Property the County Council shall otherwise be under an obligation to return any such overpaid sum or sums in whole or in part if the Owners notify the County Council of such overpayment within ten (10) Working Days of such overpayment having been made to the County Council

## PART 3

### Highway Improvements

The Owners covenant with the Council and the County Council as follows:

#### 1 HIGHWAYS IMPROVEMENTS

1.1 Prior to first Occupation of any Residential Dwellings the Owners shall:

- 1.1.1 enter into a Highway Works Agreement with the County Council and shall not allow cause or permit Occupation of any Residential Dwellings on the Development unless and until the Owners have entered into the Highway Works Agreement to secure the design, construction and completion by the Owners of the Highway Works and their subsequent adoption as publicly maintainable highway.
- 1.1.2 obtain all Necessary Highway Consents.
- 1.1.3 complete the Highway works in accordance with the Highway Works Agreement(s) and shall not Occuopy allow cause or permit first Occupation of any of the Residential Dwellings on the Development unless and until the Highway Works have been properly completed in accordance with the Highway Works Agreement(s) and the relevant certificate confirming such completion has been issued under the provisions of the Highway Works Agreement(s)

## PART 4

### Libraries Contribution

1. The Owners hereby covenant with the County Council to pay the Library Contribution to the County Council prior to Implementation of the Development and shall not Implement or cause or allow or permit Implementation of the Development unless and until the Library Contribution has been paid to the County Council in full;
2. In the event that the Library Contribution is paid later than dates set out in paragraph 1 of this Part 4 of this Schedule then the amount of the Library Contribution or part thereof payable by the Owners 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 the County Council 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 the County Council;
3. In addition to the requirement of paragraph 2 of this part 4 of this Schedule above in the event that any sum due to be paid by the Owners to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owners hereby covenant to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council 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 Owners pursuant to the debt.
4. In the event that the Library Contribution is overpaid by the Owners then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Residential Dwelling on the Property or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owners (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 the County Council being informed by the Owners of such overpayment.
5. The County Council hereby covenants with the Owners as follows:
  - 5.1 to place the Library Contribution when received into an interest-bearing account and to utilise the same for the Library Contribution Purpose;
  - 5.2 If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council 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 the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council 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

5.3 Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of receipt of the Library Contribution in full the County Council 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.

6. It is hereby agreed and declared:

6.1 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 Owners hereby covenant to pay to the County Council 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 the County Council form part of the Library Contribution;

6.2 Any dispute in relation to how the Library Contribution has been spent must be raised in writing by the Owners and received by the County Council within twenty (20) Working Days of receipt by the Owners of the County Council's statement referred to in paragraph 5.3 and shall clearly state the grounds on which the expenditure is disputed;

6.3 In the event that no written request is received by the County Council from the Owners pursuant to paragraph 5.2 above or no valid dispute is raised by the Owners pursuant to paragraph 6.2 the Owners shall accept the Library Contribution has been spent in full on the Library Purposes as appropriate

#### **Part 5**

#### **Residents Travel Plan Monitoring Fee And Residential Travel Packs**

4. The Owners hereby covenant with the County Council:

1.1 prior to the Occupation of the Development to formulate and submit to the County Council for approval a Residential Travel Plan and not to cause or allow first Occupation of the Development prior to the Residential Travel Plan being approved in writing by the County Council;

1.2 to appoint a Residential Travel Plan Co-ordinator prior to first Occupation of the Development and not to cause or allow any Occupation of the Development prior to the appointment of a Residential Travel Plan Co-ordinator and to notify the County Council of the identity and contact details of the Residential Travel Plan Co-ordinator as soon as reasonably practicable following the appointment of the Residential Travel Plan Co-ordinator;

1.3 to continue to employ a Residential 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 the County Council as soon as reasonably practicable following the appointment;

1.4 to use reasonable endeavours to ensure that the Residential Travel Plan Co-ordinator fulfils their duties in accordance with the duties specified in the job description of the Residential Travel Plan Co-ordinator stated in the approved Residential Travel Plan;

- 1.5 not to change the responsibilities or role of the Residential Travel Plan Co-ordinator without prior written approval of the County Council;
- 1.6 to implement the Residential Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Residential Travel Plan for a period of one year after the final Occupation of the Development;
- 1.7 to pay the first annual Residential Travel Plan Monitoring Fee to the County Council prior to Occupation of the Development and not to allow Occupation of the Development until the Travel Plan Monitoring Fee has been paid to the County Council and in the case of late payments interest will be payable by the Owners 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 Residential Travel Plan Monitoring Fee to the County SONIA Rate 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 Owners 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 Owners pursuant to the Residential Travel Plan the County Council shall on written notice to the Owners be entitled to conduct such Annual Traffic Counts as are necessary to discharge the requirements of the Residential Travel Plan and **furthermore** on receipt of an appropriate invoice or request for payment from the County Council acting reasonably the Owners hereby agrees to pay the costs arising from such surveys.

5. The County Council hereby covenants with the Owners:

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

#### **Travel Information Packs**

6. The Owners further hereby covenant with the County:

- 6.1 to submit a draft Residential Travel Information Pack (including Travel Vouchers) to the County Council for written approval prior to first Occupation of a Dwelling and not to cause or allow first Occupation of a Dwelling prior to the Residential Travel Information

Pack (including Travel Vouchers) being submitted to and approved in writing by the County Council;

- 6.2 to provide the first occupier of each Dwelling with an approved Residential 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 Residential Travel Information Pack and Travel Voucher at the expense of the Owner; and

## SCHEDULE 5

### Council's Covenants

The Council covenants with the Owners as follows:

#### **1 HATFIELD FOREST FINANCIAL CONTRIBUTION**

- 1.1 To pay the Hatfield Forest Financial Contribution into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable
- 1.2 Not to use any part of the Hatfield Forest Financial Contribution other than for the purposes for which was paid (whether by the Council or another party) PROVIDED ALWAYS THAT the Council may pay the whole or any part of the Hatfield Forest Contribution to the National Trust on the condition that the National Trust uses the Hatfield Forest Contribution for the said purposes.
- 1.3 In the event that the Hatfield Forest Financial Contribution has not been spent or committed for expenditure by the Council or paid to the National Trust in accordance with paragraph 1.2 within five (5) years following the date of receipt of the Hatfield Forest Financial Contribution the Council shall refund to the to the party from whom it received the Hatfield Forest Financial Contribution any part of the Hatfield Forest Contribution which has not been spent or committed for expenditure, together with any accrued interest.

#### **2 HEALTHCARE FACILITY CONTRIBUTION**

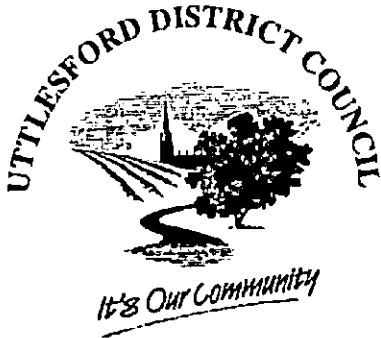
- 2.1 On receipt to transfer the Healthcare Facility Contribution to the NHS West Essex Clinical Commissioning group without any undue delay.

#### **3 OPEN SPACE COMMUTED SUM**

- 3.1 On receipt to transfer the Open Space Commuted Sum to Little Dunmow Parish Council without any undue delay.

## ANNEX A

### Nominations Agreement



(RP LOGO)

#### Uttlesford Nominations Agreement

##### 1.0 Principles

1.1 Uttlesford District Council ("the Council") and \_\_\_(*RP name*)\_\_\_\_\_ ("the Registered Provider") intend to work together to:

- Address housing need
- Operate an efficient and effective nominations process

##### 1.0 Introduction

1.1 This agreement is made between The Registered Provider and the Council on (*insert date*)\_\_\_\_\_

1.2 This agreement should be read in conjunction with the Council's Housing Allocations Policy and Tenancy Strategy. The Housing Allocations Policy sets out the Council's criteria for prioritising households on its Housing Register. The Tenancy Strategy sets out the Council's position on Flexible/Fixed-term Tenancies and Affordable Rents.

1.3 This agreement applies to general needs and sheltered housing let on fixed- term assured shorthold/assured lifetime tenancies let at a Social or Affordable Rent.

##### 2.0 The Agreement



2.1 The Registered Provider agrees to grant the Council 100% nomination rights in respect of the first letting and 75% nomination rights in respect of the subsequent re-lettings of each residential accommodation property listed in Appendix 1 to this agreement ("Appendix 1 properties").

### 3.0 Nominations

3.1 When an Appendix 1 property is available for first letting or (where the Council has nomination rights) for re-letting:

3.1.1 The Registered Provider must send a completed nomination request form to the Council's Housing Options Team via email.

3.1.2 On receipt of the completed nomination request form the Council will upload details of the property onto its Choice Based Lettings platform for advertising at the next bidding cycle provided that the nomination request is received by 1pm on a Wednesday.

3.1.3 Nomination requests will not be accepted for advertisement unless the property is ready to let within 8 weeks.

3.1.4 Properties are advertised on a weekly cycle from 9am each Friday until close of bids at 1pm on the following Wednesday. After close of bids, the Council will endeavour to provide the Registered Provider with the details of one nominee within five working days. The details provided to the Registered Provider will consist of a copy of the nominee's application form and a nomination form. The Council will provide only one nominee at a time. Any request for more than one nominee may be approved by the Housing Options Team Leader only in exceptional circumstances.

3.1.5 The Registered Provider must accept the Council's prioritisation of housing need and let the property in accordance with the nomination unless any of the reasons for rejection of the nomination listed at paragraph 3.1.6 below or in the case of new build developments any relevant stipulations in an agreement made under sections 106 and/or 106A of the Town and Country Planning Act 1990 applies.

3.1.6 The Registered Provider may reject nominations if any of the following applies:

- The nominee's circumstances have changed and they no longer satisfy the relevant eligibility criteria for the allocation of the property.
- The property is unsuitable on medical/social/affordability grounds (with agreement of the Housing Options Team Leader).
- The nominee has viewed property and received a verbal offer but fails to agree or refuse the offer within 24 hours.

- The nominee or their representative fails to respond to initial contact within 48 hours (the Housing Options Officers can assist with making contact).
  - The property was advertised as a sensitive let and the Housing Options Team Leader agrees that the nominee is not suitable for housing management reasons.
  - For emergency and transitional housing management reasons.
  - The property does not have a re-let date because there is outstanding work to be completed.
  - The nominee does not meet the criteria of the Registered Provider's Allocations Policy
  - In exceptional circumstances where it transpires that an offer of accommodation would put a vulnerable person at risk of harm (to be agreed with the Housing Options Team Leader).
- 3.1.7 The Registered Provider must provide the Council's Housing Options (Allocations) Officer with detailed written reasons for the rejection of a nomination.
- 3.1.8 The Registered Provider must provide an explanation of its internal decision review procedure to the nominee.
- 3.1.9 Unless the Housing Options Team Leader otherwise agrees, the Council will not provide a fresh nomination if the rejection is in dispute with the nominee.
- 3.1.10 The Council will endeavour to provide a fresh nomination within 3 working days of receiving notification of a rejection.
- 3.1.11 The Registered Provider must inform the Council's Housing Options (Allocations) Officer of the tenancy commencement date within 5 working days of the date when the tenancy agreement is signed by the tenant.
- 3.1.12 In the event that the shortlist is exhausted (there are no eligible applicants remaining), the Council may provide a "direct let" by nominating an applicant from the Housing Register who is not on the shortlist. If the Council is unable to fulfil another nomination, the property will need to be advertised again to generate more interest.
- 3.1.13 In the event that the Council is unable to provide a nomination within the agreed timescales the Council will notify the Registered Provider that the property is labelled "hard-to-let". The Registered Provider may then allocate the property to someone not on the Housing Register provided that the allocation is in accordance with the relevant provisions of any Town and Country Planning Act 1990 section 106 agreement which applies to the property. The Registered Provider will ensure the Council is provided with the details of the successful nominee.

3.1.14 In the event that the Registered Provider requests for a property to be withdrawn from advertising on the Choice Based Lettings platform that property shall not count towards the Council's nomination rights for the purposes of paragraph 2.1 of this agreement.

3.1.15 Uttlesford District Council expects Registered Provers to operate a flexible policy in respect of any requests for a deposit or rent in advance so as not to disadvantage an applicant. The Council will not have responsibility for payment of these charges.

#### **4.0 Monitoring and Dispute Resolution**

4.1 The Council will monitor all lettings to ensure they adhere to the provisions of this agreement.

4.2 An annual voids and lettings return will be completed by the Registered Provider. The return must show the details of all properties that have become void in the Uttlesford District and whether these properties were subsequently let through its Choice Based Lettings scheme. The return must list first lets and re-lets separately. The Registered Provider must send the return to the Council not more than four weeks after the end of the relevant financial year.

4.3 This agreement will be reviewed every 2 years or sooner if a major amendment is considered necessary. Nominations policy and procedure may be discussed at liaison meetings to be held at least once a year.

4.4 This agreement may only be varied in writing and with the agreement of the parties.

4.5 In the event of any dispute or difference arising between the Council and the Registered Provider in connection with the terms of this agreement, such dispute or difference should be raised in the first instance by the Registered Provider with the Council's Housing Options Team Leader. Where a resolution is not forthcoming the matter should be referred to Senior Management level and if necessary escalated to Director/Assistant Director level. Any dispute or difference regarding this agreement arising from the Council will be raised in the first instance with the service manager of the Registered Partner. Where a resolution is not forthcoming the matter should be referred to Senior Management level and if necessary escalated to Director/Assistant Director level.

Signed

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Uttlesford District Council

Signed

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*X Registered Provider*

**Appendix 1: (Name of RP) properties in the Uttlesford district (date)**

Property size	Quantity
0 bed	
1 bed	
2 bed	
3 bed	
4 bed	
5 bed	
<b>Total</b>	

Address Line1	Address Postcode	No Bedrooms	Of	Property type
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## ANNEX B

### Extract from Allocations Policy

#### 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

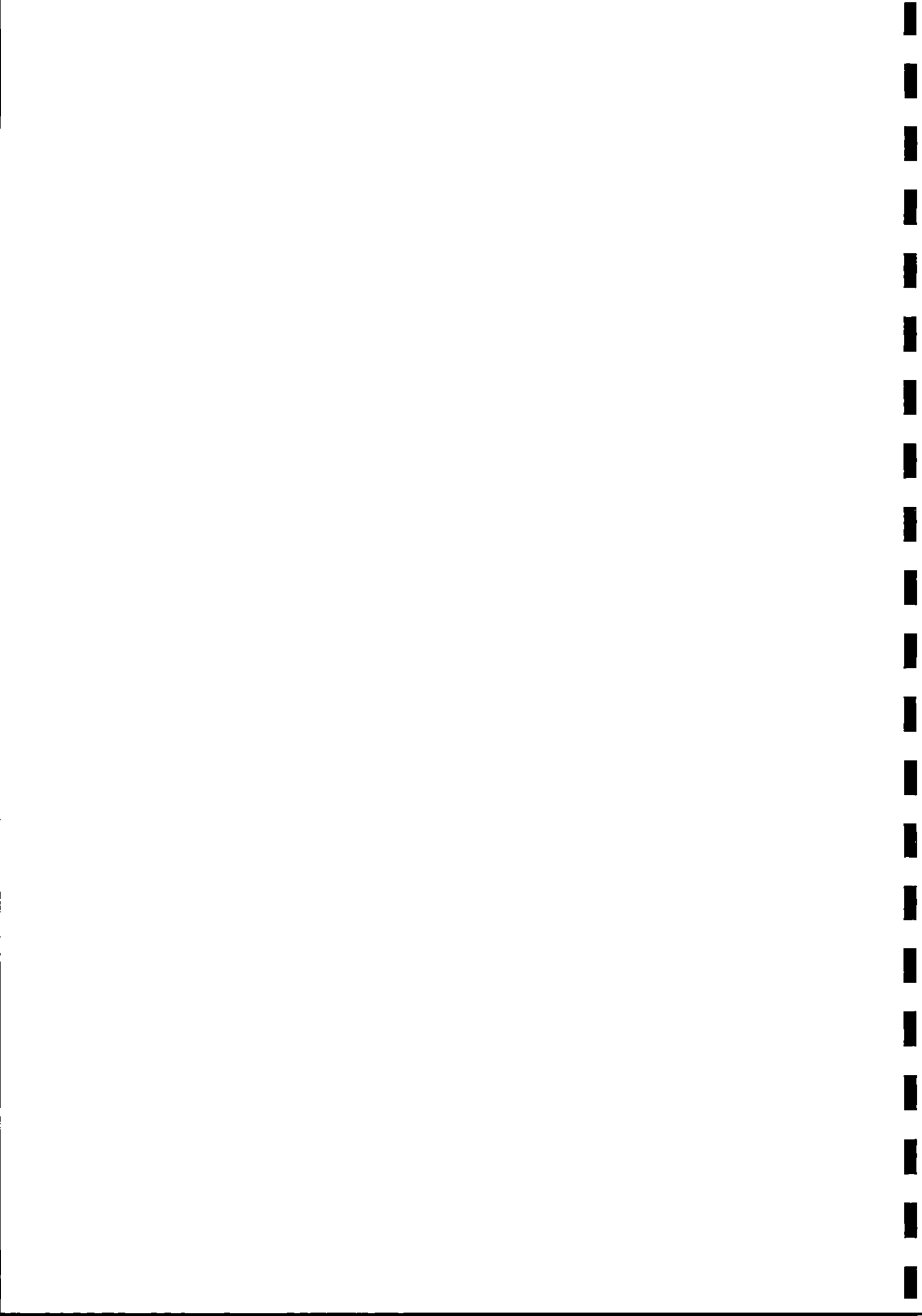
- i. Caravan or mobile home but no housing need
- ii. Tied accommodation but no housing need

- 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.



**ANNEX C**  
**Highway Works Drawing**

1

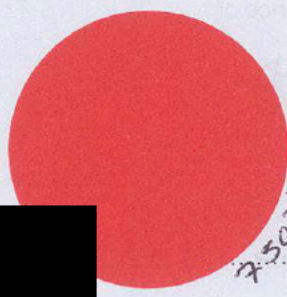









This document has been executed as a deed and takes effect on the date stated at the beginning of it.

The Common seal of <b>UTTLESFORD DISTRICT COUNCIL</b> Was affixed to this document in the presence of:	) ) ) )	 [Redacted Signature] 2503/23 Authorized signatory
The Common seal of <b>ESSEX COUNTY COUNCIL</b> Was affixed to this document in the presence of:	) ) ) )	[Redacted Signature] Attesting Officer  43902

Signed as a deed by

**BENJAMIN HAWKES**

in the presence of:

Signature of Witness

Occupation of Witness

[Redacted Signature]

Signature

Signed as a deed by

**WILLIAM HAWKES**

in the presence of:

[Redacted Signature]

Signature

Executed as a deed by )

CATESBY LAND AND PLANNING LIMITED )

acting by a director and a )

Director or its secretary )

Director



Director/Secretary

