

DATED 19 DECEMBER 2022

UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO LAND EAST OF STATION ROAD, ELSENHAM

GIVEN BY

GILLIAN SMITH, JOHN ROBERT CARMICHAEL SMITH, ROBERT GILES RUSSELL SMITH AND
ANDREW JAMES SMITH

and

BLOOR HOMES LIMITED

to

UTTLESFORD DISTRICT COUNCIL

and

ESSEX COUNTY COUNCIL

We certify this to be a true and complete
photographic copy of the corresponding
page of the original document.

Signed

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Date

19.12.2022

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THIS DEED is dated 19 DECEMBER

2022

Given by

GILLIAN SMITH, JOHN ROBERT CARMICHAEL SMITH, ROBERT GILES RUSSELL SMITH AND ANDREW JAMES SMITH all care of Whirledge & Nott, The Black Barn, Lubards Lodge Farm, Hullbridge Road, Rayleigh, Essex SS6 9QG (First Owners); and

BLOOR HOMES LIMITED incorporated and registered in England and Wales with company number 02162561 whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP (Second Owner);

To

UTTLESFORD DISTRICT COUNCIL of Council Offices, London Road, Saffron Walden, Essex, CB11 4ER (Council); and

ESSEX COUNTY COUNCIL of County Hall Market Road Chelmsford Essex CM1 1QH (County Council).

The First Owner and the Second Owners shall together be the "Owners".

INTRODUCTION

- A The Council and the County Council are local planning authorities for the purposes of the TCPA 1990 for the area in which the Site is situated.
- B The County Council is the local highway authority and the local authority for statutory age education and pre-school age education and childcare in the area within which the Site 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 Site is located. C The First Owner is the freehold owner of the part of the Site registered under title numbers EX809528 and EX809521.
- C The Second Owner is the freehold owner of the part of the Site registered under title number AA28839.
- D The Second Owner has made the Planning Application to the Secretary of State pursuant to section 62A of the TCPA 1990 and is proposing to carry out the Development.
- E The Planning Application was heard by an inspector appointed by the Secretary of State at a hearing on 12 December 2022 and in the event that the inspector or the Secretary of State decides to grant the Planning Permission the Owners agree that the Planning Permission should be granted subject to the planning obligations in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

"1990 Act"	the Town and Country Planning Act 1990;
"Additional First Homes Contribution"	<p>means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of this Schedule, the lower of the following two amounts:</p> <p>30% of the proceeds of sale; and</p> <p>the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the Disposal of the First Home other than as a First Home;</p>
Affordable Housing	<p>means housing of a kind which (having regard to its rent or other consideration) is suitable for occupation by people who are in need of such housing because of their limited means and who are unable to access private rented/owner occupier accommodation on the open market at a cost low enough for them to afford determined with regard to local incomes and local house prices and shall comprise</p> <p>70% (seventy percent) Affordable Rented Units; and</p> <p>25% (twenty five percent) First Homes; and</p> <p>5% (five percent) Shared Ownership Units</p> <p>PROVIDED THAT should the Owners at the reserved matters stage be granted approval by the Council for less than the maximum number of Dwellings permitted by the Planning</p>

	Permission and Paragraph 65 of the National Planning Policy Framework July 2021 (“the Framework”) (or any replacement to this Framework current at the date of this Deed) applies then the percentage Affordable Rented Units First Homes and Shared Ownership Units shall be adjusted proportionately to ensure that a minimum 10% of the Affordable Housing Dwellings shall constitute affordable home ownership in accordance with Paragraph 65 of the Framework;
Affordable Housing Dwellings	means 40% of the total Dwellings and their plots and allocated parking spaces/garages to be constructed upon the Site to be provided as Affordable Housing in accordance with the Affordable Housing Scheme and the provisions of Part C of Schedule 1 to this Deed;
Affordable Housing Land	means the land on which the Affordable Housing Units will be constructed in accordance with the Planning Permission and the terms of this Deed;
Affordable Housing Provider	<p>an approved registered social housing provider who is</p> <ul style="list-style-type: none"> (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or (c) any other body specialising in the provision of Affordable Housing <p>in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);</p>
Affordable Housing Scheme	the provision of the Affordable Housing for the Development totalling 40% provision. The type and mix of the Affordable Housing Units are to be agreed between the Council and the Owners prior to the submission of the relevant applications for Reserved Matters Approval;
Affordable Rented Housing	Affordable Housing to be let by the Affordable Housing Provider to Qualifying Affordable Rented Unit Occupier households whose needs are not adequately served by the local housing market at no more than 80% of the local market rent (including Service Charges);

Affordable Rented Units	the Affordable Rented Housing forming part of the Affordable Housing Scheme and Affordable Rented Housing Unit shall be construed as meaning an individual unit;
Allocations Policy	means the Council's Allocations Policy dated June 2021 (an extract of which is appended at Appendix 5) or any subsequent Allocations Policy replacing the policy of June 2021;
Armed Services Member	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
1964 Act	means the Public Libraries & Museums Act 1964
Base Rate	the base rate from time to time of Bank of England;
Commencement of Development	the date on which the material operation (as defined in section 56(4) of the TCPA 1990) forming part of the Development begins to be carried out other than (for the purpose of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of the setting ground conditions, remedial work in respect of contamination or other adverse ground conditions, diversion and main of services, erection of any temporary means of enclosure, the temporary display of site notice or advertisements and "Commence Development" shall be construed accordingly;
Commencement Date	the date on which Commencement of Development occurs;
Community Facilities Contribution	a sum up to a maximum of £596,154 Index linked payable to the Council in accordance with Schedule 1 paragraphs 1.1 and 1.2 of this deed to be used towards the provision of a community centre;
Completion Notice	means the notice served by the First Owner and/or the Second Owner on the County Council pursuant to Clause 4.1.6
Compliance Certificate	means the certificate issued by the Council confirming that a Dwelling is being Disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Part B of Schedule 1 applies the Eligibility Criteria (Local) in the form of the draft at Appendix 4;

Contributions	means the following; <ul style="list-style-type: none"> (i) Health Care Contribution, (ii) the Community Facilities Contribution, (iii) the SAMMS (Hatfield Forest SSSI) Contribution, (iv) the SAMMS (Elsenham Woods SSSI) Contribution;
Councils	the Council and the County Council;
County Council Monitoring Fee	means a fee of £550 per obligation due to the County Council under this Deed and for the avoidance of doubt this is a total of £6,050 (Six Thousand and Fifty Pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owners is required to observe and perform pursuant to the terms of this Deed
Default Interest Rate	Five percent (5%) per annum above the Base Rate;
Designated Protected Area Waiver	A waiver granted by the Secretary of State under the Housing and Regeneration Act 2008 in relation to the Site or any part of it;
Development	the development of the Site for a residential development of up to 200 residential dwellings along with landscaping, public open space and associated infrastructure works;
Development Standard	means a standard to fully comply with the following:- <ul style="list-style-type: none"> (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)

	and the same may be amended by written agreement of the Parties in accordance with paragraph 5.1 of Part B of Schedule 1;
Disposal	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a Dwelling other than:</p> <p>(a) a letting or sub-letting in accordance with paragraph 7 of Part B of Schedule 1;</p> <p>(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner;</p> <p>(c) an Exempt Disposal;</p> <p>and "Disposed" and "Disposing" shall be construed accordingly;</p>
Dwellings	the individual units of residential housing on Site including the Affordable Rented Units pursuant to the Planning Permission and reference to Dwelling shall mean any one of these units;
Early Years and Childcare Contribution (EYCC)	means the Early Years and Childcare Pupil Product multiplied by the cost generator of £17,268 (seventeen thousand two hundred and sixty-eight pounds sterling);
Early Years and Childcare Product	means the sum of Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09;
Early Years and Childcare Purposes	means the design (including feasibility work) and/or provision of facilities for the education and/or care of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within the Elsenham and Henham Ward and or within a three mile radius of the Development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution;
Education Contribution	means the sum of the Early Years and Childcare Contribution the Primary Education Contribution and the Secondary Education Contribution and the Secondary School Transport Contribution to which sums the Relevant Education Indexation shall be added;
Education Index	means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing

	("PUBSEC Index") or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index reasonably nominated by the County Council;
Education Index Point	means a point on the most recently published edition of the Education Index at the time of use;
Education Purposes	means the Early Years and Childcare Purposes and the Primary Education Purposes and the Secondary Education Purposes and the Secondary School Transport Contribution Purposes (as relevant);
Eligibility Criteria (Local)	<p>means criteria (if any) published by the Council at the date of the Disposal of a First Home which are met in respect of a Disposal of a First Home if:</p> <p>(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and</p> <p>(b) any or all of criteria (i) (ii) and (iii) below are met:</p> <p style="padding-left: 40px;">(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or</p> <p style="padding-left: 40px;">(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or</p> <p style="padding-left: 40px;">(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker</p> <p>it being acknowledged that at the date of this Deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the Disposal of a First Home but that the Rural Lettings Policy shall apply;</p>
Eligibility Criteria (National)	<p>means criteria which are met in respect of a purchase of a First Home if:</p> <p>(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</p>

	(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);
Estate Service Charge	an estate service charge or rentcharge for the Site representing a fair and proper proportion of the expenditure applicable to the particular Dwelling payable annually to the Management Company in respect of its administration and of insuring, maintaining and repairing and as necessary renewing the Open Space, the LAP and the LEAP in accordance with the Management Scheme;
Exempt Disposal	<p>means the Disposal of a First Home in one of the following circumstances:</p> <p>(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;</p> <p>(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;</p> <p>(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;</p> <p>(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 of Part B of Schedule 1 shall apply to such sale);</p> <p>PROVIDED THAT in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 7 of Part B of Schedule 1;</p>
First Home	means a Dwelling which may be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Home Discounted Price and which on its first Disposal does not exceed the Price Cap;
First Home Discounted Price	means a sum which is the Open Market Value discounted by at least 30%;
First Homes Mortgagee	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person

	to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;
First Homes Owner	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: <ul style="list-style-type: none"> (a) the Owner; or (b) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is Disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Part B of Schedule 1;
First Homes Valuation	means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the reduction in value imposed by the First Homes Discounted Price;
First Time Buyer	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
Flat	means a Dwelling that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Dwelling and no other persons;
General Index	means the Consumer Price Index ("CPI") or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;
General Index Point	means a point on the most recently published edition of the General Index at the time of use;
Health Care Contribution	the sum of £78,872 Index Linked payable to the Council in accordance with Schedule 1 paragraph 1.4 of this deed to be used for the provision of additional capacity to accommodate patient growth generated by the Development;
Highway Index	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;
Highway Works	<p>means:</p> <p>(a) provision of real time passenger information within the shelter at the bus stop on the east of Station Road (Railway Station (o/s) ATCO number 1500IM2128) and a replacement pole, flag and real time passenger information sign at the bus stop on the west of Station Road (Railway Station (near) ATCO number 150018012004); and</p> <p>(b) cycle parking facilities at the station a minimum of 5 secure covered spaces close to the station and a minimum of 2 Sheffield Stands at local shopping area, facilities to be situated on highway land details to be approved by the County Council</p> <p>and reinstatements of existing highways and statutory undertakers equipment to the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or required as a result of the County Council's inspections;</p>
Highway Works Agreement(s)	<p>means an agreement or agreements entered into under section 38 and section 278 of the Highways Act (and all other relevant enabling powers that the County Council may reasonably require to be used) to regulate the carrying out of, the dedication of and the adoption of the Highway Works and these agreement(s) may include but not be limited to:</p> <p>(a) the securing of a bond to ensure that third party funds are available to complete the Highway Works to the satisfaction of the County Council and or Highways England in the event that the Owners fails to do so and</p> <p>(b) the payment of the works inspection fees, maintenance fees, special orders fees, supervision fees and any other such reasonable fees as Highways England and/or the County Council shall require</p> <p>(c) the payment of the legal and other fees associated with the drafting negotiating and completion of the Highway Works Agreement and</p> <p>(d) the preparation and advance approval of works drawings and traffic management measures .</p>

	<p>(e) the certification and maintenance of the Highway Works</p> <p>(f) the regulating of the issue of a works licence to enable the Highway Works to be carried out</p> <p>(g) the securing of an indemnity or bond 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 or bond for liability issues as Highways England and/or the County Council shall reasonably require</p> <p>(h) clauses dealing with dedication of land as public highway</p> <p>(i) the standards and procedures for carrying out the Highway Works</p> <p>traffic regulation orders and statutory processes;</p>
Homes England	shall mean the body set up pursuant to section 1 of the Housing and Regeneration Act 2008 or any successor organisation;
House	means a Dwelling that does not meet the definition of a Flat;
Household Income	<p>means:</p> <p>(a) in relation to a single Qualifying Affordable Rented Unit Occupier or a single Qualifying Shared Ownership Unit Occupier the gross annual income of that Qualifying Affordable Rented Unit Occupier or Qualifying Shared Ownership Unit Occupier household; and</p> <p>(b) in relation to joint Qualifying Affordable Rented Unit Occupier or joint Qualifying Shared Ownership Unit Occupier, the combined gross annual incomes of those Qualifying Affordable Rented Unit Occupier or joint Qualifying Shared Ownership Unit Occupier;</p>
Income Cap (Local)	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant Disposal of the First Home it being acknowledged that at the date of this Deed the Council has not set an Income Cap (Local);
Income Cap (National)	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the

	Secretary of State and is in force at the time of the relevant Disposal of the First Home;
Key Worker	means such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Key Worker" criteria which shall apply to that Disposal it being acknowledged that at the date of this Deed the Council has not designated any categories of employment as Key Worker;
Index	shall mean the Index of Retail Prices (RPI) compiled and published by Her Majesty's Government from time to time (or any other index as may be applied by the Council)
Index Linked	shall mean any Contribution payable to the Council increased in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where: A= the figure for the Retail Prices Index (RPI) that applied immediately preceding the date the payment is due. B= the figure for the Retail Prices Index (RPI) that applied when the index was last published prior to the date of this deed;
Index Point	means a point shown on the relevant Index indicating a relative cost at a point of time;
Inspector	a planning inspector appointed by the Planning Inspectorate to determine the Planning Application on the behalf of the Secretary of State;
Local Area Play (LAP)	shall mean the play area to be provided within the publicly accessible Open Space where the items of play equipment are suitable for use by toddlers designed and laid out to meet relevant safety standards for play facilities from a RoSPA approved supplier and installed and inspected in accordance with their guidelines and to be maintained and managed in accordance with the Management Scheme;
Locally Equipped Area of Play (LEAP)	shall mean the equipped play area to be provided within the publicly accessible Open Space where the items of play equipment are suitable for use by children aged 4-10 years old designed and laid out to meet relevant safety standards for play facilities from a RoSPA approved supplier and installed

	and inspected in accordance with their guidelines and to be maintained and managed in accordance with the Management Scheme;
Local Housing Allowance	means the rent calculated by the Valuations Office Agency (or any organisation from time to time replacing the same) as being the appropriate local housing allowance rate for benefit purposes;
Local Connection Criteria	such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Local Connection Criteria". which shall apply to that Disposal it being acknowledged that at the date of this Deed the Council has not designated any criteria as Local Connection Criteria;
Management Company	a limited company with the purpose of managing the Open Space, the LAP, the LEAP and the SuDS Scheme within the Development in accordance with the Management Scheme and the SUDS Scheme (as applicable);
Management Scheme:	a scheme for the future maintenance and management of the Open Space, LAP and LEAP that identifies the maintenance requirements for Open Space, LAP and LEAP including all ongoing maintenance operations, specifically identifying the management objective, task and timing and frequency of the operation of all the features of the Open Space, LAP AND LEAP to include hard and soft landscaping, surfacing materials, furniture, play equipment, refuse or other storage units, signs, lighting, boundary treatments, trees, shrubs and hedge plants and details of who is to undertake the ongoing future maintenance of the Open Space, LAP and LEAP;
Maintenance Period	a period of sixth months from or if longer until these areas of land have been transferred to the Management Company from the date the Highway Works, Open Space, the LAP and the LEAP have been fully constructed, completed and available for safe and immediate public use;
Market Housing	the dwellings forming part of the Development that are not identified as Affordable Housing under the Affordable Housing Scheme and reference to Market Housing Dwelling shall mean any one of these units;

Monitoring Contribution	the sum of £24,000 (£120 x 200 Houses) payable to the Council in accordance with clause 10.2 of this deed;
Nominations Agreement	means an agreement between the Council and an Approved Body (a copy of which is appended at Appendix 3) setting out the selection and prioritisation of tenants and occupiers of the Affordable Rented Units in accordance with the Allocations Policy;
Nominated Person	means a person or persons nominated in accordance with the Nominations Agreement at appended at Appendix 3 by the Council from their housing register or by the Help to Buy Agent (South) to be offered an Affordable Housing Unit by an Affordable Housing Provider;
Notice of Commencement	means the written notice served pursuant to Clause 4.1.3
Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, sticking fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and Occupy, Occupants, Occupied and Occupation shall be construed accordingly;
Open Space	the area of land shown on the Parameter Plan: Land Use, Open Space & Access coloured green or such alternative plan as may be agreed in writing between the Owners and the Council that does not result in a provision of a smaller area (sq m) of Open Space to that shown on the Parameter Plan: Land Use, Open Space & Access;
Parameter Plan: Land Use, Open Space & Access	the plan attached as Appendix 2 with drawing number J0045323_004 V3;
Payment Notice	means a written notice advising of a proposed payment served pursuant to Clause 4.1.5;
Plan	the plan attached as Appendix 1;
Planning Application	the application for the Development registered by the Secretary of State on 14 October 2022 under reference number S62A/2022/0012;
Planning Inspectorate	the executive agency sponsored by the Department for Levelling Up, Housing and Communities entitled to exercise the powers conferred by the 1990 Act;

Planning Permission	the planning permission to be granted for the Development by the Council in respect of the Planning Application
Practical Completion	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and the First Home can be Occupied;
Practically Completed	means in respect of a Dwelling or any other part of the Development as evidenced by a certificate issued by an architect or other appropriate professional acting for the Owners or Affordable Housing Provider confirming that the relevant Dwelling or part of the Development is complete and ready for occupation has been issued and "Practical Completion", and "Practically Complete" shall be interpreted accordingly;
Price Cap	means the amount for which the First Home is sold after the application of the First Homes Discounted Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
Primary Education Contribution	means the Primary Pupil Product multiplied by the cost generator of £17,268 (seventeen thousand two hundred and sixty-eight pounds sterling);
Primary Education Purposes	means the design (including feasibility work) and/or delivery of facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs within the planning group Uttlesford Primary 3 and or within a three mile radius of the Development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Primary Education Contribution
Primary Pupil Product	means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3
Qualifying Flats	means the number of Dwellings that are Flats that have 2 (two) or more rooms that may by design be used as bedrooms;
Qualifying Houses	means the number of Dwellings that are Houses that have 2 (two) or more rooms that may by design be used as bedrooms;
Relevant Education Indexation	means the amounts that the Owners shall pay 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 in the Education Index between the Education Index Point pertaining to January 2020 and the Education Index Point pertaining to the date payment is made to the County Council
Relevant General Indexation	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 3.4 of Schedule 2 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
Reserved Matters Application	An application for approval of any of the matters reserved by the Planning Permission;
Reserved Matters Approval	The approval of any Reserved Matters Application;
Secondary Education Contribution	means the Secondary Pupil Product multiplied by the cost generator of £23,775 (twenty three thousand seven hundred and seventy-five pound sterling);
Secondary Education Purposes	means the design use (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 Forest Hall School, Stansted Mountfitchet and/or education facilities in the vicinity deemed by the County Council as serving the development including any successor institution or institutions including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Secondary Education Contribution;
Secondary Pupil Product	means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2;
Secondary School Transport Contribution	means the Secondary Pupil Product multiplied by the cost generator of £5.30 (five pounds and thirty pence) multiplied by one hundred and ninety (190) being the average days in an academic year multiplied by five (5) (being the number of years a pupil is in secondary school);
Secondary School Transport Contribution Purposes	means the transportation of children generated by the Development to a secondary school with capacity;

Secretary of State	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;
Section 73 Consent	means a planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to Section 73 of the 1990 Act was granted subject to;
Service Charges	all amounts payable by a tenant or owner (as appropriate) of the Dwellings as part of or in addition to any rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlords costs of management in relation to the Dwellings including any Estate Service Charge, SUDs Service charge and Service Charge shall be construed accordingly;
Serviced Condition	the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary to be necessary and adequate so as to enable such land to be Occupied;
SDLT	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
Shared Ownership	the Affordable Housing offered to Qualifying Shared Ownership Unit Occupiers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessees for the time being has the right to carry out Staircasing and sell the unit on the open market on that basis;
Shared Ownership Units	means Affordable Housing Units leased 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 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);
Staircasing	the acquisition of a Shared Ownership Unit of additional equity up to a maximum of 100% equity and "staircased" shall be construed accordingly;

Sterling Overnight Index Average (SONIA) Rate	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 INDEX LINKED
Site Access Management and Monitoring Measures (SAMMS) (Hatfield Forest SSSI) Contribution	the sum of £29,231 payable to the Council in accordance with Schedule 1 paragraph 1.3 of this deed who will pass the payment to the National Trust in connection with the management and monitoring of the Hatfield Forest Site of Special Scientific Interest (SSSI); INDEX LINKED
Site Access Management and Monitoring Measures (SAMMS) (Elsenham Woods SSSI) Contribution	the sum of £29,231 payable to the Council in accordance with Schedule 1 paragraph 1.5 of this deed who will pass the payment to the National Trust in connection with the management and monitoring of the Elsenham Woods Site of Special Scientific Interest (SSSI);
Site	the land east of Station Road, Elsenham shown edged red on the Plan;
Statutory Undertaker	means any energy service company, statutory undertaker, services utility company or provider with any interest in the Site for the purposes of providing the supply of utilities to the Site, including electricity, gas, water, heat, power, drainage or telecommunications services;
SuDS Scheme	the sustainable drainage system for the Development Site that shall include for the future maintenance and management of the SuDS that identifies the maintenance requirements for the SuDs including all ongoing maintenance operations, specifically identifying the management objective, task and timing and frequency of the operation of all the features of the SuDS and details of who is to undertake the ongoing future maintenance of the SuDS;
SuDs Service Charge	a service charge or rentcharge for the Site representing a fair and proper proportion of the expenditure applicable to the particular Dwelling payable annually to the Management Company in respect of its administration and of insuring, maintaining and repairing and as necessary renewing the SuDS in accordance with the SuDs Scheme;
TCPA 1990	Town and Country Planning Act 1990;
Unit Mix	means the number of Qualifying Flats and the number of Qualifying Houses and the number of Dwellings that by

	definition shall not be counted as Qualifying Flats or Qualifying Houses;
Valuer	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity;
VAT	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
Wheelchair Housing Units	Dwellings designed to meet the requirements of Part M, Category 3 (Wheelchair user dwellings) M4(3)(2)(b) of Schedule 1 (paragraph 1) of the Building Regulations 2010 (as amended) and which, so far as is appropriate, are constructed in accordance with the relevant guidance contained within Approved Document Part M (March 2015) or subsequent equivalent or similar replacement guidance;
Working Day	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 Councils the successors to its 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 excludes fax and e-mail.

- 1.11 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.12 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms including, 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.
- 1.14 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 LEGAL BASIS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owners with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council and the County Council in accordance with section 106 of the TCPA 1990.

3 CONDITIONALITY

With the exception of clauses 2, 3, 6, 7, 8,1, 11, 142, 153, 164, 175, 18, 19, 200, 211, 222 and 233 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

4 COVENANTS TO THE COUNCIL AND COUNTY COUNCIL

- 4.1 The Owners covenants:
- 4.1.1 with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1;
- 4.1.2 with the County Council to observe and perform the covenants, restrictions and obligations contained in this Deed and including in Schedule Two Schedule Three and Schedule Four and Schedule Five;
- 4.1.3 to give at least one (1) months prior written notice to the Council and the County Council of the intended Commencement Date stating the expected Commencement Date an estimate of the Triggers and any further information stipulated in the Schedules to this Deed;

- 4.1.4 To give at least (10) Working Days written notice to the Council and the County Council of the intended date of first Occupation and further notices following a written request from the Council or County Council thereafter indicating the Unit Mix of Occupied Dwellings the Unit Mix of Dwellings that are completed but not Occupied the Unit Mix of Dwellings that are under construction and the Unit Mix of Dwellings where construction work has yet to start at the time the notice is served;
- 4.1.5 To give 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 under this Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed
- 4.1.6 To give the Completion Notice within 30 Working Days of all Dwellings being Occupied for the first time stating the date that the last Dwelling was Occupied for the first time and any further information stipulated in the Schedules to this Deed and for the avoidance of doubt any dispute regarding any notice to be served under this Deed may be resolved through the mechanisms set out in Clause 15 of this Deed.

5 INDEXATION

- 5.1 All Contributions payable to the Council shall be Index Linked from the date of this deed until the date the payment is due.
- 5.2 Where reference is made to the 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 Council (as applicable) shall advise the Owners in writing.

6 RELEASE

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 Site (or relevant part thereof), except in respect of any breach subsisting prior to parting with such interest Provided That For The Avoidance of Doubt if the Owners shall retain an interest in any part of the Site the Owners shall remain liable insofar as such liability relates to such retained interest and for the purposes of this Deed any easement covenant or similar right or any interest as a mortgagee shall not constitute an interest in the Site.

7 DETERMINATION OF DEED

- 7.1 The obligations in this deed (with the exception of clause 9.1) shall cease to have effect if before the Commencement of Development, the Planning Permission:
 - 7.1.1 expires;
 - 7.1.2 is varied or revoked other than at the request of the Owners; or
 - 7.1.3 is quashed following a successful legal challenge.

8 LOCAL LAND CHARGE

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

9 COUNCILS' COSTS

9.1 The Second Owner shall pay to the Council and the County Council on or before the date of this deed:

9.1.1 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; and

9.1.2 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;

9.2 The Owners shall pay to the Council the Monitoring Contribution prior to Commencement of Development and shall not commence the Development until the monitoring contribution has been paid to the Council

9.3 The Owners shall pay to the County Council on or before the Commencement Date the County Council Monitoring Fee ;

10 INTEREST ON LATE PAYMENT

10.1 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 (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

10.2 In the event that a Contribution or part thereof is paid later than the date payment is due to the County Council then the amount of that Contribution or part thereof payable by the Owner 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 the Contribution or part thereof due or if greater an amount pertaining to interest on the Contribution or part thereof due calculated at the SONIA Rate or such other rate as the County Council deems appropriate (acting reasonably) from the date payment is due until the date payment of the amount due is received by the County Council.

11 OWNERSHIP

11.1 The First Owner warrants that no person other than the First Owner has any legal or equitable interest in that part of the Site owned by the First Owner.

11.2 The Second Owner warrants that no person other than the Second Owner has any legal or equitable interest in that part of the Site owned by the Second Owner.

11.3 Until the covenants, restrictions and obligations in Schedule 1 Schedule 2 Schedule 3 Schedule 4 Schedule 5 and Schedule 6 have been complied with, the Owners will give to the Council and the County Council within 1 month, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site save for the Dwellings or disposals to Statutory Undertakers or unless otherwise provided in this deed

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

11.3.2 the nature and extent of the interest Disposed of.

12 REASONABLENESS

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.

13 CANCELLATION OF ENTRIES

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.

14 DISPUTES

14.1 Subject to Clause 14.7 if any dispute arises relating to or arising out of the terms of this Deed either party may give to the other written notice requiring the dispute to be determined under this Clause 14 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute

14.2 For the purposes of this Clause 14 a Specialist is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to the matters in dispute

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

14.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power with the right to take such further advice as he may require to determine and nominate the appropriate Specialist or to arrange his nomination and if no such organisation exists or the parties cannot

agree the identity of the organisation then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute)

14.5 The Specialist is to act as an independent expert and

14.5.1 each party may make written representations within twenty (20) Working Days of his appointment and will copy the written representations to the other party

14.5.2 each party is to have a further fifteen (15) Working Days to make written comments on the others representations and will copy the written comments to the other party

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

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

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

14.5.6 the Specialist is to use all reasonable endeavours to publish his decision within twenty (20) Working Days from the last submission of evidence

14.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 15 including costs connected with the appointment of the Specialist and the Specialist's own costs but not the legal and other professional costs of any party in relation to a dispute will be decided by the Specialist

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

15 NO FETTER OF DISCRETION

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

16 WAIVER

No failure or delay by the Council or the County 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. 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.

17 FUTURE PERMISSIONS

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission granted after the date of the Planning Permission.

18 AGREEMENTS AND DECLARATIONS

18.1 The parties agree that:

18.1.1 nothing in this deed constitutes a planning permission or an obligation to grant planning permission;

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

18.1.3 nothing in this deed shall be construed as imposing any obligation on persons Occupying completed individual Dwellings subject always to the extent that relevant provisions contained in Schedule 1 apply to Occupation of such individual Dwelling and the obligations contained within this deed shall not be enforceable against the persons who purchase Dwellings (including purchasers of long leases) or any mortgagee of any such person nor against any Statutory Undertaker or public authority which acquires an interest in any part of the Site for the purposes of its statutory undertaking or functions;

18.1.4 No compensation shall be payable by the Council or the County Council to any party to this Deed or their successors in title and assigns arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) and (save where expressly provided otherwise) are to be at the sole expense of the Owners and at no cost to the Council or the County Council

18.1.5 Representatives of the Council or the County Council may enter upon the Site at any reasonable time and on reasonable notice to ascertain whether the terms of this Deed and of the Planning Permission are or have been complied with, subject to complying with all health and safety and/or security requirements of the Owners or of any developer carrying out the Development;

18.1.6 If any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of this Deed shall continue in full force and effect, and the parties shall amend that provision in such reasonable manner as achieves the intention of this Deed without illegality, provided that any party may seek the consent of the other or others to the termination of this Deed on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of this Deed;

18.1.7 No variation to this Deed shall be effective unless made by deed, and for the avoidance of doubt the consent, seal, signature, execution or approval of the purchaser tenant or residential occupier of any Dwelling or their mortgagees shall not be required to vary any part of this Deed;

- 18.1.8 In the event that the Owners fails to serve on the Council and/or the County Council any of the notices that they are required by the provisions of this Deed to serve then the Council and/or the County Council (as the case may be) shall be entitled to payment of the various Contributions contained in this Deed at any time following them becoming aware that an event or a level of Occupancy of Dwellings has occurred that would trigger the payment of the relevant Contribution, and the time period for the return of the relevant Contribution shall be extended accordingly; and
- 18.1.9 The obligations contained in the Schedules save for those requiring action prior to the Commencement Date shall take effect only upon the Commencement Date.
- 18.1.10 The covenants and obligations on the part of the Owners as set out in this Deed shall not apply and shall not be enforceable by the Council and/or the County Council if the Inspector states clearly in the decision letter granting the Planning Permission that such obligations or covenants, or any of them, are inappropriate, unnecessary or otherwise fail to meet the statutory tests set out in Regulation 122 of the CIL Regulations and/or are secured by or imposed as a planning condition on the Planning Permission PROVIDED THAT if any of the obligations or covenants are determined by the Inspector to be inappropriate, unnecessary or otherwise fail to meet the statutory test and/or are secured by a planning condition it shall not affect the lawfulness of the balance of the covenants and obligations in this Deed which shall continue to be enforceable.

19 NOTICES

- 19.1 Any notice or other communication to be given under this deed must be in writing and must be:
- 19.1.1 delivered by hand; or
- 19.1.2 sent by pre-paid first class post or other next working day delivery service.
- 19.2 Any notice or other written communication to be given under this deed must be sent to the relevant party as follows:
- 19.2.1 to the Council at Uttlesford District Council, London Road, Saffron Walden, Essex, CB11 4ER marked for the attention of s106 Monitoring and Enforcement Officer, planning@uttlesford.gov.uk;
- 19.2.2 to the County Council marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH AND to development.enquiry@essex.gov.uk
- 19.2.3 to the First Owner at Whirledge & Nott, The Black Barn, Lubards Lodge Farm, Hullbridge Road, Rayleigh, Essex SS6 9QG marked for the attention of Michael Hughes;
- 19.2.4 to the Second Owner at Bloor Homes Limited, Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP marked for the attention of Ms Rachael Morey;

- 19.2.5 or as otherwise specified by the relevant party by notice in writing to each other party.
- 19.3 Any notice or other written communication given in accordance with clause 19.1 and clause 19.2 will be deemed to have been received:
- 19.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document 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
- 19.3.2 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; or
- 19.4 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.
- 19.5 The Owners shall give to the Councils not less than ten (10) Working Days prior written notice of:
- 19.5.1 1 month prior to the intended/expected Commencement Date
- 19.5.2 the Intended Commencement Date
- 19.5.3 the actual Commencement Date
- 19.5.4 first Occupation of the Development;
- 19.5.5 first Occupation of 20%, 50%, 70% and 80% of Dwellings
- 19.5.6 First Disposal of any Dwelling

20 THIRD PARTY RIGHTS

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.

21 VALUE ADDED TAX

- 21.1 Each amount stated to be payable by the Council or the County Council or the Owners to the other under or pursuant to this deed is exclusive of VAT (if any).
- 21.2 If any VAT is at any time chargeable on any supply made by the Council or the County 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.

22 GOVERNING LAW

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.

23 FURTHER SECTION 73 CONSENTS

23.1 Subject to the provision of this clause if any Section 73 Consent is granted after the date of this deed:

23.1.1 The planning obligations in this deed shall automatically relate to and bind such Section 73 Consent from the date of the grant of the Section 73 Consent (in addition to continuing to bind the Site in respect of the Planning Permission) without the need to enter into any subsequent deed of variation or new agreement pursuant to section 106 or section 106A of the 1990 Act;

23.1.2 the definitions of Planning Application, Development and Planning Permission in this deed shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself (as applicable); and

23.1.3 this Deed shall be endorsed with the following words in respect of any Section 73 Consent

"the Planning Obligations and Undertakings in the deed relate to and bind the Site in respect of which a new planning permission reference [] has been granted pursuant to Section 73 of the 1990 Act (as amended)".

PROVIDED THAT:

24.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application(s) for a Section 73 Consent and the appropriate planning obligations and undertakings required in connection with the determination of the same;

24.3 to the extent that any of the planning obligations in this deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

24.4 the Council reserves the right at its discretion to insist upon the completion of a separate planning obligation deed of agreement pursuant to section 106 and 106A of the 1990 Act in connection with any Section 73 Consent if the Council considers it necessary to do so.

SCHEDULE 1

COVENANTS TO THE COUNCIL BY THE OWNERS

The Owners covenant as follows:

PART A

1. CONTRIBUTIONS

- 1.1 Before the Commencement Date to pay to the Council:
 - 1.1.1 50% of the Community Facilities Contribution; and
 - 1.1.2 Not to Commence Development or permit the Commencement of Development until the Owners have paid to the Council 50% of the Community Facilities Contribution.
- 1.2 Not to Occupy or permit the Occupation of more than 50% of the Dwellings until the Owners have paid to the Council the remaining 50% of the Community Facilities Contribution
- 1.3 Before the Commencement Date to pay to the Council:
 - 1.3.1 the SAMMS (Hatfield Forest SSSI) Contribution; and
 - 1.3.2 Not to Commence Development or permit the Commencement of Development until the Owners have paid to the Council the SAMMS (Hatfield Forest SSSI) Contribution.
- 1.4 Before the Commencement Date to pay to the Council:
 - 1.4.1 the Health Care Contribution; and
 - 1.4.2 Not to Commence the Development or permit the Commencement of Development until the Owners have paid to the Council the Health Care Contribution.
- 1.5 Before the Commencement Date to pay to the Council:
 - 1.5.1 The SAMMS (Elsenham Woods SSSI) Contribution; and
 - 1.5.2 Not to Commence Development or permit the Commencement of Development until the Owners have paid to the Council the SAMMS (Elsenham Woods SSSI) Contribution.

PART B

2. OPEN SPACE, THE LAP AND THE LEAP PROVISION

- 2.1 Prior to Occupation of the Development to submit the Management Scheme to the Council and not to allow or permit the Occupation of the Development until the Management Scheme has

been submitted to the Council and the Council has approved the Management Scheme in writing.

- 2.2 To amend the Management Scheme only with the Council's written consent.
- 2.3 Not to allow use of the LEAP equipment until a post installation inspection report by a suitably qualified professional along with evidence of manufactures warranties of at least 5 years duration from the date of installation of the equipment in relation to the LEAP play areas has been provided to the Council
- 2.4 To provide the LAP fully constructed, completed and available for safe and immediate public use prior to Occupation of 70% of Dwellings and not to allow or permit the Occupation of more than 70% of Dwellings, the LAP has been so provided.
- 2.5 To provide the Open Space and the LEAP fully constructed, completed and available for safe and immediate public use prior to Occupation of 75% of Dwellings and not to allow or permit the Occupation of more than 75% of Dwellings until the Open Space and LEAP have been so provided.
- 2.6 To keep the Open Space, the LAP and the LEAP open, unbuilt upon (save for the permitted play equipment on the LEAP) and available for public recreational use until transfer to the Management Company.
- 2.7 Following the transfer of the Open Space to the Management Company in accordance with the provisions of paragraph 2.11 of this Schedule, the Management Company shall be responsible for maintaining the entire Open Space (including any parts of the Open Space which has been retained by the Owners for access to any part of the Site) in accordance with the Management Scheme.
- 2.8 To prevent the Disposal of any Market Housing Dwelling comprised in the Development until a Management Company has been formed and the Owners have provided evidence of the formation of the Management Company to the Council (including a certified copy of the Memorandum and Articles of Association of the Management Company).
- 2.9 Not to wind up the Management Company or substantially alter its constitution without the prior written consent of the Council unless the whole Development shall have been demolished or unless the Council have otherwise first agreed in writing.
- 2.10 The Owners will procure that the owner of each Dwelling covenants substantially in the form set out below (or in such other form as agreed in advance by the Council in writing) with the Management Company and that such covenants are contained in relevant Disposal documents:
 - 2.10.1 to pay the estimated Estate Service Charge (or an appropriate proportion of it in respect of the payment due on the date of the completion of the Disposal) to the Management Company in advance of the Estate Service Charge payment date or if later immediately on receipt of a demand for payment from the Management Company; and

- 2.10.2 immediately on receiving any further Estate Service Charge demand, to pay to the Management Company any shortfall between the estimated Estate Service Charge paid and the amount of the Estate Service Charge set out in any further demand;
- 2.10.3 not to Dispose (other than by way of mortgage or assured shorthold tenancy) of the Market Housing Dwelling unless the dispone enters into and delivers direct to the Management Company a direct covenant with the Management Company in the form set out at paragraphs 2.9.1, 2.9.2 and this paragraph 2.9.3.
- 2.11 To procure that an application is made to the Land Registry for entry of a restriction onto the register of the title of each Market Housing Dwelling comprised in the Development in standard form L in Schedule 4 of the Land Registration Rules 2003 namely
- "no disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of paragraph [the provisions referred to at paragraph [] above] of the transfer dated [] and made between [](1) and [](2) have been complied with or that they do not apply to the disposition;*
- 2.12 The Owners shall maintain the Open Space, the LAP and the LEAP for the Maintenance Period and shall transfer the Open Space, the LAP and the LEAP to the Management Company free of incumbrances (other than as set out below) but for the avoidance of doubt the transfer shall:
- (a) be a transfer of the entire freehold interest of the Open Space, the LAP and the LEAP (SAVE FOR any part of the Open Space required by the Owners for access to any part of the Site at the Owners' absolute discretion);
 - (b) be free from any pre-emption or option agreement;
 - (c) be free from any mortgage, charge, lien or other such incumbrance;
 - (d) include all usual and necessary rights of way with or without vehicles;
 - (e) be subject to rights of access to the public in perpetuity;
 - (f) reserve any usual and necessary rights to use existing services and to lay and use new roads and services together with any rights of entry to inspect, repair, renew, cleanse and maintain the same along with rights of entry for maintenance and repair of adjoining land and premises;
 - (g) not require consideration in excess of one pound (£1) for all 3 areas;
 - (h) contain covenants by the Management Company in favour of the Council and pursuant to Section 33 of the Local Government (Miscellaneous provisions) Act 1982 to the effect that the Management Company shall maintain, repair, replace as necessary and generally manage the Open Space, the LAP and the LEAP in strict accordance with the Management Scheme and the principles of good estate

management to the intent that the Open Space, the LAP and the LEAP remains fit for purpose and available for safe use by the public in perpetuity ;

- (i) include provisions securing the sole use of the Open Space, the LAP and the LEAP for the recreational enjoyment of the public as amenity open space;
- (j) include a declaration that no area of the Open Space, the LAP and the LEAP is dedicated as public highway or public footpaths other than those public footpaths already existing that are been retained on the Site nor that any use by the public of any part of the Open Space, the LAP and the LEAP shall be taken in any way as an intention by the Owners to dedicate the same as Highway.

PART C - AFFORDABLE HOUSING

1. The Affordable Housing Units shall comprise up to 40% of the total of all Residential Dwellings constructed in accordance with the Planning Permission and in accordance with the terms of this Deed 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. The Affordable Housing Units will be positioned on the Affordable Housing Land in separate groups of no more than fifteen (15) Affordable Housing Units per group unless otherwise agreed in writing with the Council
 3. The tenure mix of Affordable Housing Units in a Phase will be 70% Affordable Rented Units and 25% First Homes and 5% Shared Ownership Units unless otherwise agreed in writing with the Council
 4. 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
 5. Not to Occupy the first Open Market Housing Unit in each Phase which includes Affordable Housing Units until the Owners have EITHER:
 6. transferred the Affordable Housing Land to an Affordable Housing Provider as a freehold estate
- OR
- 6.1 completed a binding agreement with an Affordable Housing Provider (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 to the Affordable Housing Provider (save for First Homes in respect of which Part D of this Schedule 1 shall apply) FOR THE AVOIDANCE OF DOUBT the Owners may complete a binding agreement with an Affordable Housing Provider for the completion and transfer of the Affordable Housing Units and Affordable Housing Land within the entire Development
7. The tenure of each Affordable Housing Unit to be agreed in writing between the Affordable Housing Provider 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

8. Not to Occupy more than 75% of the Open Market Housing Units to be constructed in accordance with the Planning Permission until all of the Affordable Housing Units shall be substantially completed and ready for Occupation and transferred to an Affordable Housing Provider as a freehold estate (if not already transferred in accordance with paragraph 6 above) (save for First Homes in respect of which Part B of this Schedule 1 shall apply)
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 Affordable Housing Provider 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 Appendix 3 (into which the Affordable Housing Provider 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 Affordable Housing Provider will give notice thereof to the Help to Buy Agent (South) as regards the Shared Ownership Unit
 - 9.1.2 Thereafter, the Affordable Housing Provider 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 Affordable Housing Provider under the provisions of the Nominations Agreement or the Help to Buy Agent (South) fails to give details of a Nominated Person, the Affordable Housing Provider 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 Affordable Housing Provider to be in need of an Affordable Housing Unit
 - 9.3 Where the Council 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 Affordable Housing Provider 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 Affordable Housing Provider 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 Affordable Housing Provider 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 Affordable Housing Provider and the transfer to the Affordable Housing Provider shall include a covenant that the Affordable Housing Provider 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 Affordable Housing Provider 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 Affordable Housing Provider FOR THE AVOIDNCE 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:

9.7.1 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:

- (a) 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
- (b) to another Affordable Housing Provider (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
- (c) 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

- (d) 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
- (e) 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 Affordable Housing Provider 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

9.7.2 Any Affordable Rented Unit where the Affordable Housing Provider shall be required to Dispose of the Affordable Rented Unit pursuant to right to buy under Part V Housing Act 1985 the Housing Act 1986 or pursuant to any other statutory right to acquire by an Approved Housing Provider;

9.7.3 Any Shared Ownership Unit where 100% Staircasing has occurred following a grant of a Designated Protected Area Waiver;

9.7.4 Any person or by deriving title through or from any of the parties mentioned in this paragraph 9.7

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)

10. **WHEELCHAIR HOUSING UNITS**

To provide at least 5% of the total number of Dwellings as Wheelchair Housing Units. If the total number of Dwellings to be provided as Wheelchair Housing Units does not result in a whole number it should be rounded up or down (as appropriate) to the nearest whole number.

PART D – FIRST HOMES

1. OBLIGATIONS

The Owners covenant with the Council (unless otherwise agreed in writing) for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come save that:

- 1.1 paragraphs 2, 3, 4 and 5 shall not apply to a First Homes Owner;
- 1.2 paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 1.3 paragraph 8 applies as set out therein.

2. QUANTUM OF FIRST HOMES

To provide 25% (twenty five percent) of the total number (rounded up or down to the nearest whole Dwelling) of the Affordable Housing on the Land as First Homes in accordance with the Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of this Deed.

3. CLUSTERING

- 3.1 The First Homes shall not be visually distinguishable from the General Market Dwellings based upon their external appearance
- 3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent General Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4. TYPE AND DISTRIBUTION

The mix of First Homes provided within the Land shall be in accordance with the Affordable Housing Scheme

5. DEVELOPMENT STANDARD

All First Homes shall be constructed to:-

- 5.1 the Development Standard current at the time of the relevant reserved matters approval; and
- 5.2 no less than the standard applied to the General Market Dwellings.

6. DELIVERY MECHANISM

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

- 6.1.1 the Eligibility Criteria (National); and
 - 6.1.2 the Eligibility Criteria (Local) (if any).
- 6.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.1.2 shall cease to apply.
- 6.3 Subject to paragraphs 6.6 to 6.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee
- 6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
- 6.4.1 the Council has been provided with evidence that:
 - 6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local) (if any);
 - 6.4.1.2 the Dwelling is being Disposed of as a First Home at the First Homes Discounted Price; and
 - 6.4.1.3 the transfer of the First Home includes:
 - a) a definition of the "Council" which shall be 'Uttlesford District Council';
 - b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 6.1 to 6.9 of Part B of Schedule 1 of the S106 Agreement a copy of which is attached hereto as the Annexure."
 - c) A definition of " S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and (3)]
 - d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions
 - e) a copy of the First Homes Provisions in an Annexure
- 6.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 of this Part B of this Schedule have been met

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Wychavon District Council of Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire, WR10 1PT or their conveyancer that the provisions of Part B of Schedule 1 (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

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

6.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.1 and 6.2 of this Part of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1 of this Part of this Schedule; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 of this Part of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

- 6.7 Upon receipt of an application served in accordance with paragraph 6.6 of this Part of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is Disposed of to it at the First Homes Discounted Price

- 6.8 If the Council is satisfied that either of the grounds in paragraph 6.6 of this Part of this Schedule above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 that the relevant Dwelling may be Disposed of:

6.8.1 to the Council at the First Homes Discounted Price hereof; or

6.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 of this Part of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is Disposed of other than as a First Home

- 6.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 of this Part of this Schedule have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of the Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 6.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
- 6.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the First Homes Discounted Price in accordance with paragraphs 6.8 or 6.9 of this Part of this Schedule the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 6.11 Any person who purchases a First Home free of the restrictions in this Part B of Schedule 1 of this Deed pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional First Homes Contribution to the Council

7. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below:

- 7.1 a First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years;
- 7.2 a First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

- e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 of this Part of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

8. FIRST HOME MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of this Part of this Schedule in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a First Home Receiver)) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or First Home Receiver PROVIDED THAT:

8.1 such First Home Mortgagee or First Home Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

8.2 once notice of intention to Dispose of the relevant First Home has been given by the First Home Mortgagee or First Home Receiver to the Council the First Home Mortgagee or First Home Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3 of this Part of this Schedule;

8.3 following the Disposal of the relevant First Home the First Home Mortgagee or First Home Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

8.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

8.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5; and

8.4.2 apply all such monies received towards the provision of Affordable Housing within the district of Uttlesford

9. SUDS SCHEME AND SUDS MAINTENANCE

9.1 To maintain the SuDS scheme until handover of maintenance responsibility for it to the Management Company.

9.1.1 The Owners will procure each Market Housing Dwelling covenants substantially in the form set out below (or in such other form as agreed in advance by the Council in writing) with the Management Company and that such covenants are contained in relevant disposal documents:

9.1.1.2 to pay the estimated SuDs Service Charge (or an appropriate proportion of it in respect of the payment due on the date of the completion of the disposal) to the Management Company in advance of the SuDS service charge payment date or if later immediately on receipt of a demand for payment from the Management Company; and

9.1.1.3 immediately on receiving any further SUDs Service Charge demand, to pay to the Management Company any shortfall between the estimated SuDs Service Charge paid and the amount of Suds Service Charge set out in the further demand;

9.1.1.4 not to Dispose (other than by way of mortgage or assured shorthold tenancy) of the Dwelling unless the dispoone enters into and delivers direct to the Management Company a direct covenant with the Management Company in the form set out at paragraphs 9.1.1.2 and 9.1.1.3 above and this paragraph 9.1.1.

9.1.2 To procure that an application is made to the Land Registry for entry of a restriction onto the register of the title of each Market Housing Dwelling comprised in the Development in standard form L in Schedule 4 of the Land Registration Rules 2003 namely:

"no disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of paragraph [the provisions referred to at paragraph [] above] of the transfer dated [] and made between [] (1) and [] (2) have been complied with or that they do not apply to the disposition."

SCHEDULE 2

PART 1 - EDUCATION CONTRIBUTION

1. The Owners hereby covenant with the County Council so as to bind their interest in the Site:
 - 1.1 to pay twenty five percent (25%) of the Education Contribution to the County Council prior to Commencement of Development and not to Commence the Development until twenty five percent (25%) the Education Contribution has been received by the County Council
 - 1.2 to pay fifty percent (50%) of the Education Contribution to the County Council prior to first Occupation of any Dwellings on the Development and not to or cause or allow any of the Dwellings to be Occupied unless and until the County Council has received payment of seventy five percent (75%) of the Education Contribution
 - 1.3 to pay the remaining twenty five percent (25%) of the Education Contribution to the County Council prior to the Occupation of the 100th Dwelling to be Occupied and not to or cause or allow 100 Dwellings to be Occupied unless and until the County Council has received payment of one hundred percent (100%) of the Education Contribution
2. It is hereby agreed and declared:
 - 2.1 In the event that the Owners fail to serve notice as set out in clause 4.1.3 of this Schedule then the County Council may calculate the amount of the Education Contribution based on an estimate of the Unit Mix as it sees fit acting reasonably and demand and enforce payment of the Education Contribution at any time after the date that the Education Contribution becomes payable under this Deed;
 - 2.2 In the event that the Unit Mix to be constructed as part of the Development does not match the Unit Mix on which the Education Contribution paid was based the Owners shall pay to the County Council or within twenty (20) Working Days of the change in Unit Mix becoming apparent any amount pertaining to the difference between the Education Contribution paid and the Education Contribution pertaining to the Unit Mix to be constructed as part of the Development and any such amount shall from the date payment is received by the County Council form part of the Education Contribution;
 - 2.3 In the event that the Education Contribution is paid later than the date on which it is due then the amount of the Education Contribution 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 payment was due and the Education Index Point prevailing at the date of payment multiplied by the Education Contribution or part thereof due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date payment is due until the date payment of the amount due is received by the County Council;
 - 2.4 In addition to the requirement of 3.3 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 covenants to pay to County Council within ten (10) 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 Relevant General Indexation for each and every letter sent to the Owners pursuant to the debt;

- 2.5 In the event that the Education Contribution is overpaid by the Owners (because the Unit Mix to be constructed as the Development does not match the Unit Mix on which the Education Contribution was based or otherwise) 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 have spent the Education Contribution or have entered into a legally binding contract(s) or obligation(s) to spend the Education Contribution in accordance with Paragraph 2.2 of this Schedule PROVIDED THAT 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;
- 2.6 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 one (1) month of receipt by the Owners of the County Council's statement referred to in Paragraph 2.4 and shall clearly state the grounds on which the expenditure is disputed;
- 2.7 In the event that no written request is received by the County Council from the Owners pursuant to Paragraph 2.4 or no valid dispute is raised by the Owners pursuant to Paragraph 3.6 above the Owners shall accept that the Education Contribution has been spent in full on the Education Purposes.

PART 2 - LIBRARY CONTRIBUTION

1. The Owners hereby covenant with the County Council so as to bind their interest in the Site:

“Library Contribution”	means the sum of seventy-seven pounds and eighty pence (£77.80) per Dwelling to which sum the Relevant Library Indexation shall be added
“Library Contribution Purposes”	means the use of the Library Upgrade Contribution towards the upgrading of existing facilities local libraries to include but is not limited to, additional facilities, additional furniture, provision of learning equipment / play equipment for younger children, improved access, external works such as parking and bike racks and IT
“Library Index”	means the General Index
“Library Index Point”	means a point on the most recently published edition of the Library Index at the time of use

“Relevant Library Indexation”

means the amount that the Owner shall pay with and in addition to 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 Library Index Point pertaining to January 2020 and the date the date the payment is made to the County Council

2. The Owner hereby covenants with the Council and the County Council:
 - 2.1 To pay the Library Contribution to the County Council prior to Commencement of the Development and not to Occupy (or allow, cause or permit the Occupation of) any of the Dwellings on the Development unless and until the Library Contribution has been paid to the County Council in full;
 - 2.2 In the event that the Library Contribution is paid later than dates set out in paragraph 2.1 of this Schedule then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to 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 Seven Day LIBID Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council;
 - 2.3 In addition to the requirement of paragraph 2.2 above in the event that any sum due to be paid by the Owner 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 Owner hereby covenants 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 Owner pursuant to the debt.
3. In the event that the Library Contribution is overpaid by the Owner 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 Dwelling on the Site 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 Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the Seven Day LIBID Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.
4. It is hereby agreed and declared:
 - 4.1 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Library Contribution or part thereof paid was based the Owner hereby covenant to pay to 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.

4.2 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 6.3 and shall clearly state the grounds on which the expenditure is disputed.

4.3 In the event that no written request is received by the County Council from the Owners pursuant to paragraph 4.2 above or no valid dispute is raised by the Owners pursuant to paragraph 5.2 the Owners shall accept the Library Contribution has been spent in full on the Library Purposes as appropriate.

SCHEDULE 3

PUBLIC TRANSPORT CONTRIBUTION

1. The Owners hereby covenant with the County Council so as to bind their interest in the Site:

In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Public Transport Contribution means the sum of £534,200 payable to the County Council in accordance with paragraph 2.1 of this Schedule 3 to which sum the Relevant General Indexation shall be added;

Public Transport Contribution Purposes means the support and enhancement to services within Elsenham linking the Site to key towns villages and amenities such as Stansted Mountfitchet Bishops Stortford and Stansted Airport as well as improvement works to public transport infrastructure to improve amenity and/or reliability of services on these routes and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Public Transport Contribution

Relevant General Indexation means the amount that the Owners shall pay with and in addition to the Public Transport Contribution paid that shall equal a sum calculated by taking the amount of the Public Transport Contribution being paid and multiplying this amount by the percentage change shown in the General Index between the Index Point pertaining to 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

2. The Owners hereby covenant with the County Council

- 2.1

- (a) to pay 50% of the Public Transport Contribution to the County Council prior to first Occupation of the first Dwelling on the Development and not to cause permit or allow any Occupation of any Dwellings on the Development unless and until 50% of the Public Transport Contribution has been received by the County Council;

- (b) to pay the remaining 50% of the Public Transport Contribution to the County Council on the 1st anniversary of the 1st payment being made to the County Council in accordance with Schedule 2.1 (a) above.

3. It is hereby agreed that:

- 3.1 In the event that the Public Transport Contribution is paid later than the date on which it is due then the amount of the Public Transport Contribution payable by the Owners shall in addition include either an amount equal to any percentage increase in build costs shown by the General Index between the General Index Point prevailing at the date payment was due and the General Index Point prevailing at the date of payment multiplied by the Public Transport Contribution or part thereof due or if greater an amount pertaining to interest on the Public Transport

Contribution or part thereof due calculated at the SONIA Rate from the date payment is due until the date payment of the amount due is received by the County Council;

- 3.2 In the event that the Public Transport 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 have spent the Public Transport Contribution or have entered into a legally binding contract(s) or obligation(s) to spend the Public Transport Contribution in accordance with Public Transport Contribution Purposes PROVIDED THAT 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;
- 3.3 Any dispute in relation to how the Public Transport Contribution has been spent must be raised in writing by the Owners and received by the County Council within one (1) month of receipt by the Owners of the County Council's statement referred to in Paragraph 3.3 and shall clearly state the grounds on which the expenditure is disputed;
- 4.4 In the event that no written request is received by the County Council from the Owners pursuant to Paragraph 3.2 or no valid dispute is raised by the Owners pursuant to Paragraph 4.3 above the Owners shall accept that the Public Transport Contribution has been spent in full on the Public Transport Contribution Purposes.
- 3.8 The County Council may utilise up to two percent (2%) of the total amount of the Public Transport Contribution due under this Deed to a maximum of Two Thousand Four hundred Pounds (£2,400) plus Relevant General 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 Public Transport Contribution.

SCHEDULE 4

RESIDENTIAL TRAVEL PLAN AND TRAVEL INFORMATION PACK

1. The Owners hereby covenant with the County Council so as to bind their interest in the Site:

In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Annual Traffic Counts 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;

Framework Travel Plan means the framework travel plan submitted with the Planning Application appended at Appendix 6 of this Deed;

Relevant Sustainable Travel Indexation means the amount that the Owner 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 Index Point pertaining to April 2022 and the date payment is made to the County Council

Residential Travel Information Pack means a specific district or borough tailor-made booklet aimed at promoting the benefits of Highway Works 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 Council and the Council;
- (d) details of local travel campaigns and networking/support groups; and
- (e) to include the Travel Vouchers;

Residential Travel Plan means a working plan drafted in accordance with the Framework Travel 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 shall include but not be limited to such Residential Travel Plan Measures as stated in the Residential Travel Plan and amended and supplemented from time to time under the provisions of this Deed and the Annual Traffic Counts reviews;

Residential Travel Plan Co-Ordinator means a member of staff appointed by the Owner 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;

Residential Travel Plan Monitoring Fee 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 Council 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;

Sustainable Travel Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

Sustainable Travel Index Point means a point shown on the Sustainable Travel Index indicating a relative cost at a point of time;

Travel Vouchers means tickets, passes, vouchers or other means of accessing transport or journey planning information as agreed with the County Council including the following as a minimum:

- (a) one season bus ticket voucher or carnet for each eligible member of the household and/or incentives for rail travel with the local rail operator for each eligible member of the household in the sum of £100 per household; and
- (a) 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;

2. The Owners hereby covenants with the County Council:

- 2.1 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;
- 2.2 to appoint a Residential Travel Plan Co-ordinator prior to first Occupation of the Development and not to cause or allow Occupation of the Development prior to the appointment of a 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 an appointment is confirmed;
- 2.3 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 the appointment is confirmed;

- 2.4 to use all 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;
- 2.5 not to change the responsibilities or role of the Residential Travel Plan Co-ordinator without prior written approval of the County Council;
- 2.6 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;
- 2.7 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 Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
- 2.8 to pay the annual Residential Travel Plan Monitoring Fee to the County Council on each subsequent anniversary following the first annual payment until one year after the Final Occupation of the Development and in the case of late payments interest will be payable by the Developer and or the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
- 2.9 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
- 2.10 in the event that any of the Annual Traffic Counts and the Targets are not carried out by the Owner pursuant to the Residential Travel Plan the County Council shall on written notice to the Owner 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 Owner hereby agrees to pay the costs arising from such surveys.

PART 2 - TRAVEL INFORMATION PACKS

1. The Owners further hereby covenant with the County Council:
 - 1.1 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;
 - 1.2 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

- 1.3 to confirm the contact details of Residential Travel Plan Co-ordinator to the County Council within one month of the appointment having been made.

PART 3 - CAR CLUB

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

"Car Club Credit" means a credit to the value of £50 towards the cost to the end-user Occupier of the use of cars made available by the Car Club;

"Car Club Negotiation Notice" means the notice to be served by the Owners on the County Council pursuant to paragraph 1.1 of this Part 3 of Schedule 4, which shall indicate that the Car Club Negotiation Period has begun;

"Car Club Negotiation Period" means a period of six months starting with the service by the Owner on the County Council of the Car Club Negotiation Notice;

"Car Club Operator" means a company that is accredited by CoMoUK (charity registration number 1093980) to operate a car club or such other company operating a car club as may be agreed between the Owner and the County Council;

"Car Club Spaces" means two car parking spaces (all to be equipped with electric vehicle charging points);

1. The Owners covenants with the County Council:

- 1.1 to serve on the County Council the Car Club Negotiation Notice no later than six months prior to first Occupation of any Dwelling;

1.1.1 thereafter and prior to the first Occupation of any Dwelling to use Reasonable Endeavours to:

(A) establish a Car Club; or

(B) extend an existing Car Club,

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

- 1.1.2 to provide to the County Council reasonable evidence of the use by the Owners of Reasonable Endeavours pursuant to paragraph 4.1.1 prior to first Occupation of any Dwelling;

- 1.1.3 to serve on the County Council a second Car Club Negotiation Notice prior to Occupation of the 150 Dwelling; and

1.1.4 subject to a Car Club being established pursuant to paragraph 4.1.1, to:

- (A) advertise the Car Club to Occupiers for the Travel Plan Period or, if earlier, up to the point that the Car Club ceases to operate;
- (B) provide the Car Club Space prior to first Occupation of any Dwelling or as agreed in writing by the County Council and thereafter to safeguard those Car Club Spaces for use by the Car Club for as long as the Car Club is operational;
- (C) make available two free memberships of the Car Club per Dwelling for a period of two years from the first Occupation of the relevant Dwelling; and
- (D) make available on first Occupation of each Dwelling one Car Club Credit in respect of that Dwelling at no cost to the Occupiers of that Dwelling.

In the event that the Owners have been unable to establish a Car Club in accordance with paragraph 1 above, the Owners shall serve on the County Council a second Car Club Negotiation Notice prior to Occupation of the 150 Dwellings and :

2. In the event that the Owners have been unable to establish a Car Club in accordance with paragraph 1 above, the Owners shall serve on the County Council a second Car Club Negotiation Notice prior to Occupation of the 150 Dwellings and

2.1 thereafter and prior to the first Occupation of 150 Dwellings to use Reasonable Endeavours to

- (A) establish a Car Club; or
- (B) extend an existing Car Club; and

2.2 For the avoidance of doubt, the use of Reasonable Endeavours in this case shall include liaison with no fewer than three Car Club Operators, the Council and the County Council during the second Car Club Negotiation Period;

2.3 to provide to the County Council reasonable evidence of the use by the Owners of Reasonable Endeavours pursuant to paragraph 2.1 prior to first Occupation of 150 Dwellings;

2.4 subject to a Car Club being established pursuant to paragraph 2.1 to:

- (C) advertise the Car Club to all existing and new Occupiers of the Development for the duration of the Residential Travel Plan period or, if earlier, up to the point that the Car Club ceases to operate;
- (D) provide the Car Club Spaces prior to first Occupation of 150 Dwelling or as agreed in writing by the County Council and thereafter to safeguard those Car Club Spaces for use by the Car Club for as long as the Car Club is operational;
- (E) make available two free memberships of the Car Club per Dwelling for a period of two years from the first Occupation of the relevant Dwelling; and

- (F) make available on first Occupation of each Dwelling one Car Club Credit in respect of that Dwelling at no cost to the Occupiers of that Dwelling.

SCHEDULE 5

PART 1 - HIGHWAY WORKS

1. The Owners covenant with the County Council:
 - 1.1 to enter into a Highway Works Agreement for the Highway Works prior to commencing the Highways Works or such other timescale as shall be agreed in writing with the County Council PROVIDED THAT in the event that any part of the Highway Works cannot reasonably be provided on the adopted public highway then the Highway Works Agreement shall not incorporate such part of the Highway Works;
 - 1.2 Subject to paragraph 1.1 of Schedule 5, to complete the Highway Works in accordance with the Highway Works Agreement prior to Occupation of any Dwellings and not to Occupy allow cause or permit to be Occupied any Dwellings on the Development unless and until the Highway Works have been properly completed with all due diligence in accordance with the Highway Works Agreement and the relevant certificate confirming such completion has been issued under the provisions of the Highway Works Agreement and the Highway Works are thereafter available for safe and immediate public use in accordance with the Highway Works Agreement;

PART 2 - HIGHWAY WORKS CONTRIBUTION

Highway Works Contribution means the sum of £25,000 (twenty-Five Thousand Pounds Sterling) to which sum the Relevant Highway Indexation shall be added;

Highway Works Contribution Purposes means the use of the Highway Works Contribution towards the design and implementation of a scheme or schemes to reduce the impact on the area around Grove Hill Junction of HGV, such measures could include but not be limited to CCTV enforcement cameras, signing, vehicle activation signing, TROs re-classification of road network and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Highway Works Contribution and no return of funding spent on feasibility even if all or part of the scheme were not implemented;

Maintenance Sum Contribution means the sum of £21,690 (Twenty-One Thousand Six Hundred and Ninety Pounds Sterling) to which sum the Relevant Highway Indexation shall be added;

Maintenance Sum Contribution Purposes means the use of the Maintenance Sum Contribution to maintain 2 electric real time information boards for a period of fifteen (15) years, including energy, inspections and repairs/replacements and any other associated works or required as a result of the County's inspections

Relevant Highway Indexation means the amount that the Owners shall pay with and in addition to each part of the Highway Works Contribution and the Maintenance Sum Contribution paid that shall in each case equal a sum calculated by taking the amount of the Highway Works Contribution and the Maintenance Sum Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Index Point pertaining to 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

2. The Owners hereby covenants with the County Council:

- 2.1 to pay the Highway Works Contribution and the Maintenance Sum Contribution to the County Council prior to first Occupation of any Dwellings on the Development and not to cause permit or allow any Occupation of any Dwellings on the Development unless and until the Highway Works Contribution and the Maintenance Sum Contribution has been paid to the County Council in full (100%);
 - 2.2 In the event that the Highway Works Contribution and the Maintenance Sum Contribution are paid later than dates set out in paragraph 2.1 above of this Schedule then the amount of the Highway Works Contribution and the Maintenance Sum 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 Highway Index between the Index Point prevailing at the date the payment is due and the Index Point prevailing at the date of actual payment to the County Council multiplied by the Highway Works Contribution and the Maintenance Sum Contribution due or if greater an amount pertaining to interest on the Highway Works Contribution and the Maintenance Sum 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 Highway Works Contribution and the Maintenance Sum Contribution are received by the County Council;
 - 2.3 In addition to the requirement of paragraph 2.2 above in the event that any sum due to be paid by the Owner 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 Owner hereby covenants 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) for each and every letter sent to the Owner pursuant to the debt.
 - 2.4 In the event that the Highway Works Contribution and the Maintenance Sum Contribution are overpaid by the Owner 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 Highway Works Contribution and the Maintenance Sum Contribution or have entered into a legally binding contract or obligation to spend the Highway Works Contribution and the Maintenance Sum Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site 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 Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.
4. It is hereby agreed that:
- 4.1. Any dispute in relation to how the Highway Works Contribution and the Maintenance Sum Contribution 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 Owner of the County Council's statement referred to in 2.3 above and shall clearly state the grounds on which it is disputed. If no written request is received by the County Council or no valid dispute is raised, the Owners shall accept that the Highway Works Contribution and the Maintenance Sum Contribution have been spent on the appropriate Purposes.

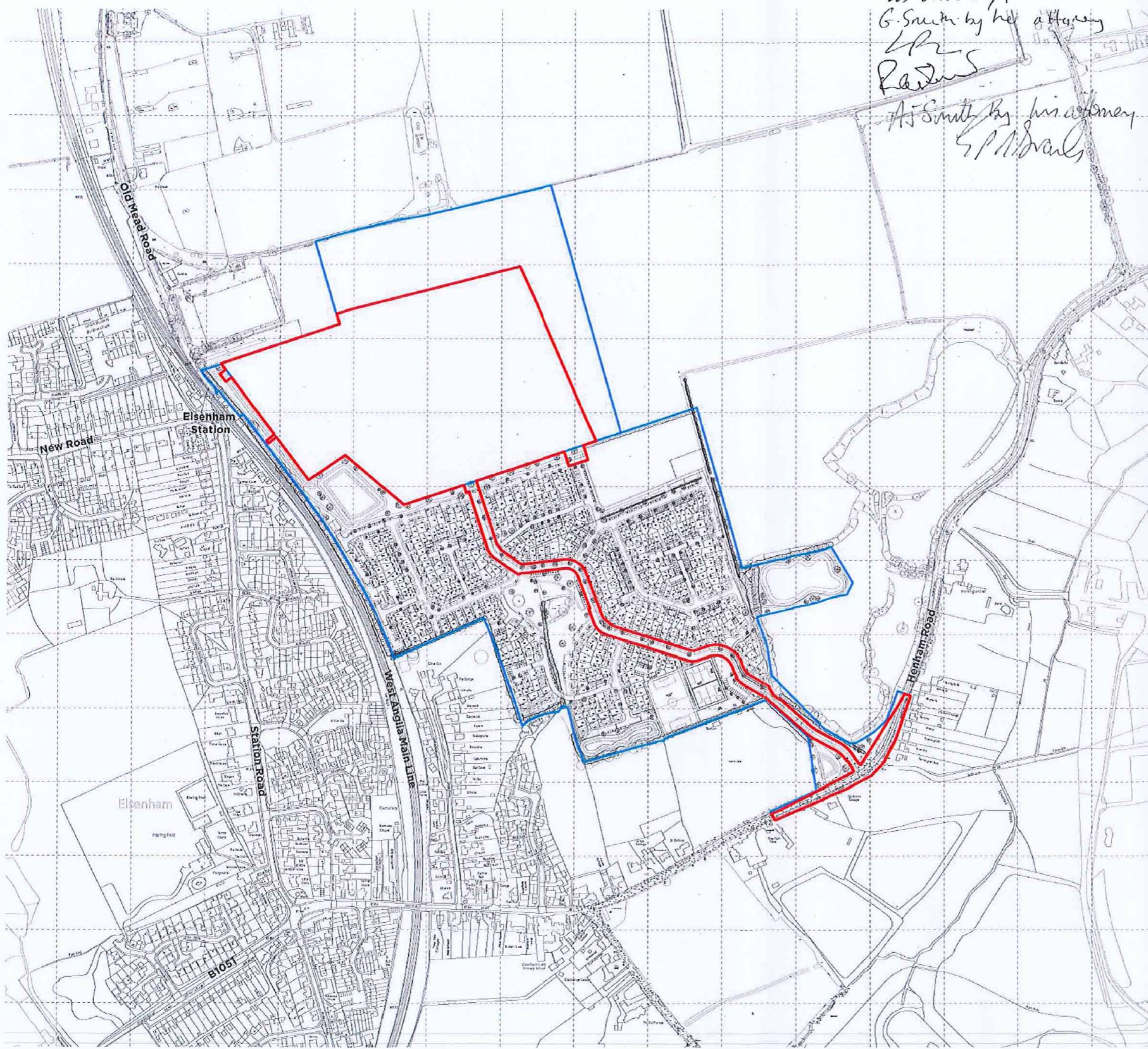
- 4.2. The County Council may utilise up to two percent (2%) of the total amount of the Highway Works Contribution due under this Deed to a maximum of Two Thousand Four Hundred Pounds (£2,400) plus the Relevant Highway Indexation for the purposes of scheme validation, programming, commissioning of works, 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 Highway Works Contribution Purposes.

- 4.3. The County Council may utilise up to two percent (2%) of the total amount of the Maintenance Sum Contribution due under this Deed to a maximum of Two Thousand Four Hundred Pounds (£2,400) plus the 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 Maintenance Sum Contribution Purposes.

APPENDIX 1

PLAN

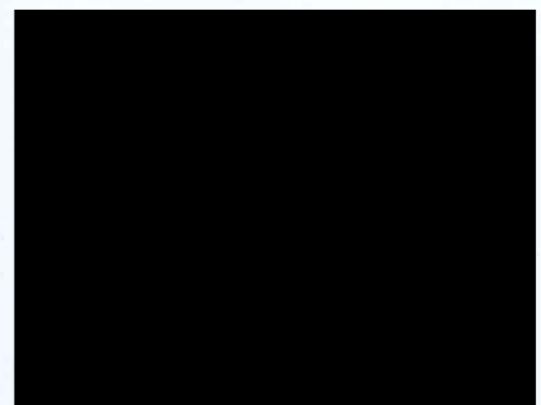
*conveyed
 as attorney for JRC Smith
 G. Smith by her attorney
 the
 Redus
 As Smith by his attorney
 G.P. Davis*



LEGEND

 Application boundary

NOTE: This drawing has been produced for planning purposes only



0 200m



Carter Jonas

PROJECT TITLE
 BLOOR HOMES
 LAND EAST OF STATION ROAD,
 ELSENHAM, UTTLESFORD, ESSEX

DRAWING TITLE
 SITE LOCATION PLAN

ISSUED BY	London	T: 020 7016 0720
DATE	30.09.22	DRAWN MH
SCALE@A3	1:5000	CHECKED JC
STATUS	Planning	APPROVED JC

DWG. NO. J0045323_006 V3
 No dimensions are to be scaled from this drawing.
 All dimensions are to be checked on site.
 Area measurements for indicative purposes only.

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 Source: Ordnance Survey





APPENDIX 2



PARAMETER PLAN: LAND USE, OPEN SPACE & ACCESS

*Callaway -
 as attorney for JRC Smith
 G. Smith by her attorney
 [Signature]
 [Signature]
 [Signature]*



LEGEND

-  Site boundary (9.80 Ha)
-  Vehicular access
-  Pedestrian/cycle access
-  Pedestrian access
-  Strategic boundary planting
-  Potential pumping station location (to be located within open space)

-  Developable area including services and utilities (7.10 Ha)
-  Public open space (2.70 Ha)

NOTES

- NB1:** The site has potential to deliver up to 200 homes
- NB2:** This drawing has been produced for planning purposes only



Carter Jonas

PROJECT TITLE
BLOOR HOMES
LAND EAST OF STATION ROAD, ELSENHAM

DRAWING TITLE
PARAMETER PLAN:
LAND USE, OPEN SPACE & ACCESS

ISSUED BY	London	T: 020 7016 0720
DATE	30.09.22	DRAWN MH
SCALE@A3	1:2500	CHECKED JC
STATUS	Planning	APPROVED JC

DWG. NO. J0045323_004 V3
 No dimensions are to be scaled from this drawing.
 All dimensions are to be checked on site.
 Area measurements for indicative purposes only.

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 Source: Ordnance Survey

APPENDIX 3

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

Uttlesford District Council

Signed

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	
Total	

Address Line1	Address Postcode	No Of Bedrooms	Property Type
---------------	------------------	----------------	---------------

APPENDIX 4

COMPLIANCE CERTIFICATE

DRAFT COMPLIANCE CERTIFICATE

FIRST HOMES DRAFT COMPLIANCE CERTIFICATE

Date:	[redacted]
To:	[Buyer's conveyancer]
	[Builder's conveyancer]
	[Buyer's mortgage advisor]
	[First Home buyer(s)]
First Homes Buyer(s) name(s) the proposed First Homes Owner(s):	[redacted]
First Home property to be purchased:	[plot & address]
Copied to:	[First Homes Buyer(s) current address before purchase] [First Homes house builder]

1. The homebuyer(s) (the proposed First Homes Owner(s)) First Homes application has been approved by [local authority] name] subject to the [local authority] First Homes planning agreement addendum/supplementary deed between [builder and [local authority] date] and confirmed in this Authority Exchange and this Compliance Certificate issued to the proposed First Homes Owner and their conveyancer by [local authority] as follows:

First Homes Buyer(s) name(s) the proposed First Homes Owner(s)	[Full Names]
Builder (current First Homes Owner)	[Builder]
First Home property to be purchased:	[plot & address]
First Home forecast purchaser legal completion date:	
Market value (100% of value)	[£]
First Homes discount %	[30%]
First Homes Purchase Price (price to be paid by the proposed First Homes Owner applying the First Homes discount to the Market value)	[£]
Date of exchange of contracts	
Date of completion	

2.COMPLIANCE CERTIFICATE

- 3.This Authority to Exchange and COMPLIANCE CERTIFICATE is issued by the [local authority] confirming that a Dwelling is being disposed of to a First Home purchaser(s) specified in this Authority to Exchange meeting the:
- a. Eligibility Criteria (National)
 - i. First Time Buyer;
 - ii. Having Household income no more than £80,000 per annum [; and if applicable
 - b. the Eligibility Criteria (Local)
 - i. Lives or works in [local authority] district; or

- ii. A Key worker/essential worker defined by [local authority]; or
- iii. Member of United Kingdom armed forces.]

4.The national and local criteria set out in full in the [local authority] First Homes planning agreement addendum/supplementary deed between [builder and [local authority] date], the Planning Obligations.

5.And the First Homes Purchaser, the new First Homes Owner has provided all the necessary First Homes confirmations and declarations of eligibility required by [local authority] and will comply with the covenant in the transfer to comply with the Planning Obligations in relation to the Property.

6.WARNING: This First Homes Authority to Exchange and COMPLIANCE CERTIFICATE may be withdrawn at any time if the homebuyer does not comply with, or satisfy, [local authority's] eligibility criteria).

Yours sincerely

Name:	
Signed:	
For and on behalf of	[Local authority]
Dated:	

APPENDIX 5
ALLOCATIONS POLICY



UTTLESFORD DISTRICT COUNCIL

HOUSING ALLOCATIONS SCHEME (ALLOCATIONS POLICY)

Uttlesford District Council Housing

Allocations Scheme

1. Introduction

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

2. Choice Based Lettings

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

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

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

2.3 Direct Lets

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

2.3.2 Direct Lets may apply in the following circumstances:

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

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

3. The Allocations Scheme

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

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

4. The Housing Register

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

5. Eligibility categories

5.1 Eligibility

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

- 5.1.2 Any person making an application who is identified as falling under the Asylum and Immigration Act 1996 will be assessed in accordance with the Act.
- 5.1.3 Eligibility for housing will be determined in accordance with the Allocation of accommodation: guidance for local authorities in England issued by the government under s169 of the Housing Act 1996 Part 6 as amended by the Localism Act 2011.
- 5.1.4 Any other persons the Secretary of State may by regulations prescribe as persons from abroad who are ineligible to be allocated housing by local authorities in England.

5.2 Local Connection Eligibility

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

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

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

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

5.3 Financial Eligibility

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

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

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

5.4 Housing Related Debt Eligibility

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

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

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

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

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

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

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

5.5 Exclusions from the Housing Register

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

5.6 Unacceptable Behaviour

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

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

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

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

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

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

5.7 Notifying an ineligible applicant

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

6. Application to the Housing Register

6.1 Advice and Information

6.1.1 The Council will ensure that advice and information is available free of charge to persons in the District about the right to make an application for housing.

6.1.2 The advice and information can be provided by the Council on the phone, by letter/e-mail or in person at the Council Offices. Applicants may also seek advice from other agencies such as the Citizens Advice Bureau.

6.1.3 Applicants will be required to complete an on-line application form for inclusion on the Housing Register and to provide supporting documentation as the Council deems appropriate to allow an assessment of their entitlement to housing accommodation to be made.

6.2 Joint Applicants

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

6.3 Definition of a household

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

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

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

6.4 Documents

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

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

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

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

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

6.5 User guide

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

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

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

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

6.6 Renewal of applications

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

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

6.7 Cancelling an application

6.7.1 We will only cancel an application if:

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

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

7. Access to Information

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

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

8. Assessment of Housing Need and Allocation of Properties

8.1 Assessing Housing Need

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

The Band Criteria

8.1.6.1 BAND A

Applicants meet at least one of the following criteria

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

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

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

8.1.6.3 **BAND B**

Applicants meet at least one of the following criteria

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

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

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

8.1.6.4 **BAND C**

Applicants meet at least one of the following criteria

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

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

and

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

or

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

or

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

8.1.6.5 **BAND D**

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

8.1.6.6 BAND E

Applicant meets at least one of the following criteria

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

8.2 Allocation of Properties

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

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

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

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

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

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

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

9. Housing Priority

9.1 Deciding who has priority on the register

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

9.2 Overcrowding

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

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

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

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

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

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

- 9.2.7 Overcrowding priority will not be given if someone moved into the applicants' household making them overcrowded. This will be looked at on welfare grounds.
- 9.2.8 Where an applicant is pregnant and the birth of the child will mean that they are entitled to a larger property, the applicant will not receive overcrowding priority until the baby is born.

9.3 Children sharing bedrooms

- 9.3.1 Two children of the same sex are expected to share a bedroom until one of them reaches the age of 16.
- 9.3.2 Two children of the opposite sex are expected to share a bedroom until the oldest is 10 years old.

9.4 Applicants without children

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

9.5 Disrepair, poor design and lack of facilities

- 9.5.1 Any complaint about poor repair within Council or RP properties must be reported to the applicant's landlord's Repairs service.
- 9.5.2 Applicants living in private sector accommodation in poor condition must be referred to the Council's Environmental Health Department who will assess the situation and then make their recommendations according to the Allocations Scheme.
- 9.5.3 If an applicant lacks facilities such as cooking facilities, washing facilities, toilet facilities or adequate heating they will be placed in Band C.

9.6 Sharing with another household

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

- ii. kitchen
- iii. bathroom or toilet.

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

9.7 People living in mobile homes or caravans

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

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

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

9.8 Homelessness

9.8.1 Accepted homeless households are applicants to whom:

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

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

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

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

9.9 Accepted homeless households in severe need

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

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

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

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

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

9.11 Failure to Co-operate

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

9.12 Assured shorthold tenants under notice

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

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

9.13 Lodger under notice

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

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

9.13.3 Proof that notice has been served is required.

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

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

9.14 Tenants of tied accommodation under notice

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

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

9.15 Protected tenants with a possession order

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

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

9.16 Fixed-term licensee

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

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

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

9.17 Applicants with no fixed address

9.17.1 This applies to applicants who have no fixed address.

9.17.2 They will be placed in Band C.

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

9.18 Medical, welfare, hardship and harassment

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

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

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

9.19 Medical assessments

9.19.1 This applies if an applicant's present housing is detrimental to their health, or if a move to more suitable accommodation would have a positive effect on their health.

9.19.2 Applicants may also be awarded priority if the applicant is asking to be rehoused so they can receive care or specialist support.

9.19.3 Extra information may be sought from private sector landlords, housing officers, GPs, health visitors and other parties.

9.19.4 The table below is used to act as a guide to priority:

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

9.19.5 Assessments of medical priority of band B or above will be carried out by two senior officers in consultation with any officers with direct knowledge of the applicants and using all information available at the time and using the above guide.

9.19.6 Applicants accepted under Homelessness legislation will not be eligible for medical priority. If a homeless applicant's temporary accommodation is unsuitable on medical grounds the Council will first look to see if alternative temporary accommodation can be found.

9.19.7 Homeless households can be considered through a medical assessment if an extra room is required on medical grounds.

9.20 Welfare/Hardship/Harassment assessments

9.20.1 This applies if at least one person in the household is vulnerable and less able to find settled or suitable accommodation.

9.20.2 These people will have a need to move but may not get medical priority because their present housing may be suitable for their needs.

9.20.3 The table below is used to act as a guide to priority:

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

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

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

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

9.21 Tenants with a home that is bigger than they need

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

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

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

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

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

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

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

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

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

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

9.23.1 This category applies to Uttlesford secure tenants only.

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

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

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

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

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

9.24 Transfers which will release a property that is needed

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

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

9.25 Applicants who have deliberately made their housing situation worse

- 9.25.1 The Council will consider whether an applicant has deliberately made their housing situation worse to increase their housing need, and consequently improve their chances of re-housing through the register.
- 9.25.2 If it is decided that the applicant has made their housing situation worse, they will remain in the band that reflects their housing need in their previous accommodation.
- 9.25.3 If the applicant was not registered from their previous address, the assessment of housing need will be based on the accommodation occupied before their accommodation changed.
- 9.25.4 The assessment will be reviewed after 12 months, on request. If the restriction is removed, the application will be placed in the band that reflects current circumstances. Their effective date will be the date they moved to the new band.

9.26 Owner-occupiers

- 9.26.1 Applicants who previously owned a property and have sold it will be asked to provide proof of the sale and evidence of any proceeds received.
- 9.26.2 Owner-occupiers will generally not be eligible to join the housing register unless they are able to demonstrate that they are unable to meet their housing needs through their own resources.
- 9.26.3 Property owners over 60 will be eligible to join the housing register if they can demonstrate a need for sheltered accommodation.

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

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

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

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

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

9.28 Deciding the effective date

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

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

9.29 Armed Forces Priority

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

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

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

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

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

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

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

9.31 Penalty for refusal of offers of accommodation

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

10. Types of Tenancies

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

11. Tenancy Start Dates

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

12. Redecoration Scheme

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

13. Designation of Property Type – Age restrictions

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

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

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

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

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

14. Allocating Sheltered Housing

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

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

15. Properties designed or adapted for people with physical disabilities

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

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

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

16. Reviews

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

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

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

17. Equal Opportunities

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

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

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

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

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

18. False and Withheld Information

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

18.2 This could result in:

- i. Criminal prosecution

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

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

19. Information on the Allocations Scheme

19.1 The Council will:-

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

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

20. Review of Allocations Scheme

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

21. Consultation on Changes to the Allocations Scheme

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

Data Protection Act

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

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

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

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

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

Appendix I

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

Size of Accommodation Allocated – working age applicants

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

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

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

Appendix II

Local Lettings Plans

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

Rural Housing – Exception site

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

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

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

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

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

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

Rural Housing – Non exception site

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

Sustainable Communities

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

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

Appendix III

Right to Move Guidance

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

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

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

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

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

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

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

Short-term

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

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

Marginal

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

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

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

Ancillary

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

Voluntary Work

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

Apprenticeship

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

Verification and evidence

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

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

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

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

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

APPENDIX 6

FRAMEWORK TRAVEL PLAN



Bloor Homes Ltd and Gillian Smith, John Robert
Carmichael Smith, Robert Giles Russell Smith and
Andrew James Smith

LAND TO EAST OF STATION ROAD, ELSENHAM

Framework Travel Plan





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LAND TO EAST OF STATION ROAD, ELSENHAM
Framework Travel Plan

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APPENDIX G - RAIL TIMETABLE INFORMATION



1 INTRODUCTION

1.1 OVERVIEW

- 1.1.1. WSP has been commissioned by Bloor Homes Ltd to prepare a Framework Travel Plan (FTP) to accompany an outline planning application with all matters reserved except the primary access for up to 200 dwellings on the Land to the East of Station Road Elsenham, Essex.
- 1.1.2. This report has been prepared in accordance with current DfT Travel Plan Guidance. It will therefore be used as a basis from which to agree terms of any planning agreement, including conditions or planning obligations relating to the proposed measures identified within this document.
- 1.1.3. This FTP should be read alongside the Transport Assessment (TA) that has been prepared separately for the development and submitted with the outline planning application. The FTP sets out initiatives and measures to be implemented to achieve objectives relating to reducing private residential car use and promotion of sustainable modes of travel.
- 1.1.4. At this stage the dwelling mix, parking provision and site layout is unknown. These matters will be determined during the preparation of subsequent reserved matters application(s).
- 1.1.5. This FTP will be updated to a Full Residential Travel Plan (RTP) and agreed with Essex County Council (ECC) prior to first occupation of the site.
- 1.1.6. It should be noted that this FTP covers the Proposed Development only. It does not cover the consented phase 1 development to the south of the site (ref UTT/17/3573/OP). It is however anticipated that the Full RTP, when prepared, will cover both the Phase 1 (consented development) and Phase 2 (the Proposed Development) sites.

1.2 SITE LOCATION

- 1.2.1. The site is located on the north-eastern edge of Elsenham. The site is in agricultural use as arable land. The proposed development would be located on part of the existing field, but does not extend to the western, northern or eastern field boundaries. The site is 22
- 1.2.2. 11.12 Ha in size and is broadly rectangular in shape. The site is relatively flat, although the eastern part of the site at a slightly higher level than the western part of the site.
- 1.2.3. To the west of the site is the railway line, with Elsenham Station and station car park located to the north west of the site. There are commercial buildings located to the north of the station car park. To the north and east of the site are agricultural fields. There is a public right of way adjacent to the northern field boundary.
- 1.2.4. The land to the south of the site currently comprises a construction site and Bloor Homes are currently building out the consented 350 dwelling phase 1 development (Refs. Outline Permission UTT/17/3573/OP and APP/C1570/W/19/3243744 and Reserved Matters UTT/21/3269/DFO).
- 1.2.5. A site location and local context plan is provided in **Appendix A**.

1.3 DEVELOPMENT PROPOSALS

- 1.3.1. The proposed development is for up to 200 residential dwellings along with landscaping, public open space and associated infrastructure works.



- 1.3.2. The primary site access will be from Henham Road which will be an all-movement priority controlled simple T-junction. A spine road runs in a southeast direction from the site to connect to B1051 Henham Road at a priority junction.
- 1.3.3. A pedestrian/cycle connection will be provided to Elsenham Station/Old Mead Road. This will provide a direct and attractive connection between the proposed development and the rail station. This connection will maximise the attractiveness of the rail services available from the station to future residents.
- 1.3.4. In addition to the above, a pedestrian route will be provided to the north of Site that connects with an existing Public Right of Way (PRoW) circa 130m to the north that follows an east/west alignment. A pedestrian route will also be provided to the southeast of the site that connects with the Phase 1 development, close to the location of the proposed primary school and early years facility.
- 1.3.5. The development construction phase is predicted to take place between 2023 and 2026. Housing delivery is anticipated to range from around 80 dwellings per annum. It is anticipated that development will commence in the south and work from south to north.

1.4 TRAVEL PLAN OVERVIEW

- 1.4.1. The purpose of this Framework Residential TP is to guide the delivery and management of various measures and initiatives to encourage more sustainable travel by residents of the proposed development. Its primary aims are to promote travel choices whilst minimising car travel.
- 1.4.2. The aims of the RTP will be fully explained to new residents before and when they move to the proposed development, so that more sustainable travel patterns are established from the beginning of occupation of the development.
- 1.4.3. The key target of this RTP is to achieve a 10% reduction in the single occupancy car driver mode share for the fully occupied development from the baseline level.
- 1.4.4. The implementation of this RTP will be managed by a Residential Travel Plan Coordinator (RTPC) appointed by the developer 3 months prior to first occupation.
- 1.4.5. For ease of explanation the funder will be "The Developer", who will implement the measures set out within this RTP.

1.5 BENEFITS OF A RESIDENTIAL TRAVEL PLAN

A number of benefits can arise from the introduction of a successful RTP. Examples of some of these benefits are illustrated in **Figure 1-1** below.

Figure 1-1 Benefits of a Residential Travel Plan



1.6 STRUCTURE

1.6.1. The remainder of this report is structured as follows:

- Section 2 identifies the aims and objectives of this RTP;
- Section 3 summarises the sustainable travel opportunities available from the site;
- Section 4 sets out the measures proposed as a part of this RTP;
- Section 5 sets out how the RTP will be monitored and identifies targets for the RTP.
- Section 6 provides information on the management of the RTP; and
- Section 7 identifies an action plan and provides information on how the RTP Plan will be funded.



2 RESIDENTIAL TRAVEL PLAN AIMS AND OBJECTIVES

2.1 RESIDENTIAL TRAVEL PLAN AIM

2.1.1. The RTP overarching aim is

“To reduce the demand for travel as a single occupancy car driver by residents and visitors of the proposed development and to promote the use of non-car alternatives”

2.1.2. The aim of this RTP will be achieved by introducing a package of measures that focus on promoting travel to and from the site by non-car modes of transport.

2.2 RESIDENTIAL TRAVEL PLAN OBJECTIVES

2.2.1. This overarching aim will be achieved by delivering against the following objectives:

- Promoting sustainable travel options;
- Encourage active travel and promote the health benefits of walking and cycling;
- Promote financial benefits of sustainable methods of travel;
- Promote the social and economic benefits of car sharing;
- Minimise the impact of the development on the local highway network; and
- Minimise the need for travel by private car, especially as a single occupant car driver.

2.2.2. The measures which enable achievement are discussed in **Section 4**.



3 SUSTAINABLE TRAVEL OPPORTUNITIES

3.1 INTRODUCTION

3.1.1. This section of the RTP sets out the sustainable travel opportunities available from the site.

3.2 WALKING ACCESSIBILITY

Overview

3.2.1. A 30-minute walking catchment plan for the site is provided in **Appendix B**. The walking catchment is based on a typical walking speed of 3 mph (about 4.8kph), so the catchment extends to a distance of 1.25 miles (or about 2.4km), which is considered a reasonable walking distance on a day-to-day basis.

3.2.2. The walking catchment plan shows that the entirety of Elsenham is within a 25 minute walk from the site. The local facilities provided in the village including the doctors surgery, post office, local convenience shop and primary school are all within the walking catchment. Existing bus stops and the train station are also within the site's walking catchment.

PEDESTRIAN INFRASTRUCTURE

Henham Road

3.2.3. Henham Road in the vicinity of the primary site access junction has a footway on the southern side of the carriageway only. The footway is typically 1.4 metres in width and is generally in good condition. Henham Road routes northeast from the proposed primary access junction, and the footway continues on the southern side only for a distance of approximately 300 metres where it then terminates.

3.2.4. Travelling west from the proposed primary access junction, the footway on the southern side of Henham Road continues to Hall Road where Henham Road continues west as the High Street. At the triangular junction of Hall Road/Henham Road/High Street no dropped kerbs or tactile paving is provided. Therefore there is scope for pedestrian crossing improvements at this junction to assist pedestrians routing towards the centre of Elsenham.

3.2.5. On the northern side of Henham Road there is an existing footway from the Hall Road/Henham Road/High Street junction which routes east towards the proposed primary access junction but terminates at the western boundary of the cricket pitch. Therefore there is an existing gap in the footway provision along the northern carriageway of Henham Road between the western edge of the cricket pitch and the proposed primary access junction which will be addressed by the proposed development.

Hall Road

3.2.6. Hall Road has a footway along the western side of the carriageway only. The footway is generally in good condition and lit by existing street lighting. To the south of Elsenham, the footway on the western side of the carriageway terminates and continues as a footway on the eastern side only to Church Lane.

High Street

3.2.7. Footways are provided on both sides of the High Street from Henham Road to the junction of High Street/Robin Hood Road/Station Road/Stansted Road. The footways on both sides of the High Street

are generally in good condition, lit and overlooked by frontage residential development. Outside the primary school main entrance pedestrian guard railing is provided along with a zebra crossing to the west of Hailes Wood. On approach to the primary school there are children crossing warning signage to alert approaching drivers.

- 3.2.8. The majority of local pedestrian movements generated from the proposed development are likely to route along the High Street towards the primary school and local shops. It is noted that good pedestrian facilities are currently provided, including a recently installed raised table entry treatment crossing across Hailes Wood as part of the residential development accessed from the road.

Station Road

- 3.2.9. The double mini-roundabout junction of the High Street/Robin Hood Road/Station Road/Stansted Road provides pedestrian access into southern, western and northern Elsenham respectively. The junction has an uncontrolled pedestrian crossing on the High Street arm, with dropped kerbs, tactile paving and a pedestrian refuge.
- 3.2.10. Station Road routes through the centre of Elsenham and has footways on both sides of the carriageway. The footways are in good condition, lit by existing street lighting and overlooked by frontage residential development.
- 3.2.11. The footways provide good pedestrian connectivity into the main existing residential areas accessed from Station Road, as well as the surgery, recreation ground and employment areas to the north of the village. The existing footways also provide pedestrian access to the rail station.
- 3.2.12. The proposed walk/cycle link from the development to the station will provide an attractive alternative route to the existing footways along Station Road.

Local Area

- 3.2.13. Within Elsenham, there is a good network of pedestrian footways linking the residential estates with the key local facilities. The existing network of footways is typically in good condition with street lighting and in most cases overlooked by frontage residential development. Site visit observations indicate that existing footways are well used by local residents.
- 3.2.14. From Elsenham, a continuous footway is provided along the entire length of Stansted Road from Elsenham to Stansted Mountfitchet. Other routes from the village, including Hall Road and Henham Road do not provide continuous footways, however it is likely that there is very limited pedestrian demand to destinations outside of Elsenham along these routes.

Infrastructure being delivered as a part of the Consented Phase 1 Development

- 3.2.15. In response to the existing infrastructure shortfalls identified above, the consented Phase 1 development will deliver the following pedestrian infrastructure improvements.
- A new 2.0-metre-wide footway along the northern side of Henham Road from the site access junction, to tie in with the existing footway that terminates at the western edge of the adjacent cricket pitch. This new pedestrian facility will provide a direct pedestrian route for future residents to access the local facilities and services provided in Elsenham village as well as benefiting users of the cricket pitch.
 - Improvements to the existing pedestrian footways and crossings on Henham Road.
 - Provision of new bus stops on Henham Road, in close proximity to the primary access junction.



- 3.2.16. A pedestrian/cycle connection will also be provided to Elsenham Station / Old Mead Road. This will provide a direct connection between the proposed development and the rail station. This connection will enhance the attractiveness of the rail services available from the station to future residents.
- 3.2.17. In addition to the above, the developer will seek to extend the existing Elsenham 30mph speed limit to a position beyond the east of the primary access junction (to improve amenity for pedestrians and cyclists) and provide a village gateway feature. Both of these proposals require the consent of the local highway authority.

PUBLIC FOOTPATHS

- 3.2.18. There are two public footpaths within the immediate locality of the site, public footpath 21 to the south and public footpath 15 to the north.
- 3.2.19. Public footpath 21 routes to the north of Henham Road and is accessed from the High Street to the west of the Hall Road junction. The footpath routes across the cricket pitch and primary access into the consented Phase 1 development, before continuing east to Pennington Hall.
- 3.2.20. Public footpath 15 runs in an east-west direction to the north of the site, connecting Mill Road to the east with Old Mead Road to the west, approximately 150m to the north of Elsenham railway station.
- 3.2.21. The existing public footpath network in the vicinity of the site is shown on **Figure 3-1**.

Figure 3-1 – Public Footpath 21 – North of Henham Road



Source: ECC: Interactive PROW map

CYCLING ACCESSIBILITY

Overview

- 3.2.22. The proposed development site will be accessible by bicycle. This is indicated by the cycling catchment plan provided in **Appendix C**, which shows cycling journey times from the site at 5 minute intervals up to 30 minutes at a cruising cycling speed of 12 mph (about 19 kph). The Department for Transport's Local Transport Note 2/08 'Cycle Infrastructure Design' advises that, for commuter journeys, cycling distances up to 5 miles are not uncommon, which at an average cycling speed of 12mph is therefore equivalent to a 25 minute cycling journey time.
- 3.2.23. The cycling catchment shows that the entirety of Elsenham is accessible from the site by bicycle within 5 minutes. Henham can be reached within 10 minutes, Stansted Mountfitchet within 15 minutes and the edge of Bishop's Stortford and Newport within 25 minutes. Stansted Airport, which is likely to be a key employer for some of the future residents of the proposed development, is within a 20 minute cycle ride of the site.

Henham Road

- 3.2.24. The proposed primary access junction connects with Henham Road via the consented development to the south of the Site. No cycle specific infrastructure is currently provided on Henham Road. Henham Road in the vicinity of the primary access junction currently has a 40 mph speed limit. Henham Road at this location is 6.8 metres wide, has no on-street car parking demand and is relatively lightly trafficked (approximately 300-450 vehicles two-way in the peak hours). Drivers therefore have sufficient space to safely overtake existing cyclists on Henham Road.
- 3.2.25. It is recognised that many cyclists feel more comfortable on roads with no cycle-specific infrastructure if traffic speeds are low. Lower speeds can reduce the likelihood of an accident along with the severity.
- 3.2.26. The consented scheme to the south of the site will deliver an improvement scheme along Henham Road. This includes the relocation of the existing 30mph speed limit on Henham Road to the east of the site's primary access. This scheme would encourage lower traffic speeds in proximity to the site access and create a safer local environment for cyclists.

Hall Road

- 3.2.27. No cycle specific infrastructure is currently provided on Hall Road. South of Elsenham, Hall Road is derestricted and rural in nature. Hall Road is relatively lightly trafficked (around 250 vehicles two-way in the peak hours) and the single carriageway road is of sufficient width for vehicles to be able to safely overtake cyclists. Hall Road is likely to be an attractive cycle route towards Stansted Airport for regular commuter cyclists.

High Street

- 3.2.28. The High Street provides the main route into Elsenham. The High Street has a 30mph speed limit and has a relatively straight alignment with limited on-street parking. Drivers therefore have good forward visibility to be able to safely overtake cyclists who can use the route to directly access the primary school, local shops and routes to the north, south and west respectively.

Station Road

- 3.2.29. No cycle specific infrastructure is currently provided on Station Road. Station Road has a 30 mph speed limit and varies in from 5.5-7.5 metres in width. Station Road is relatively lightly trafficked (less

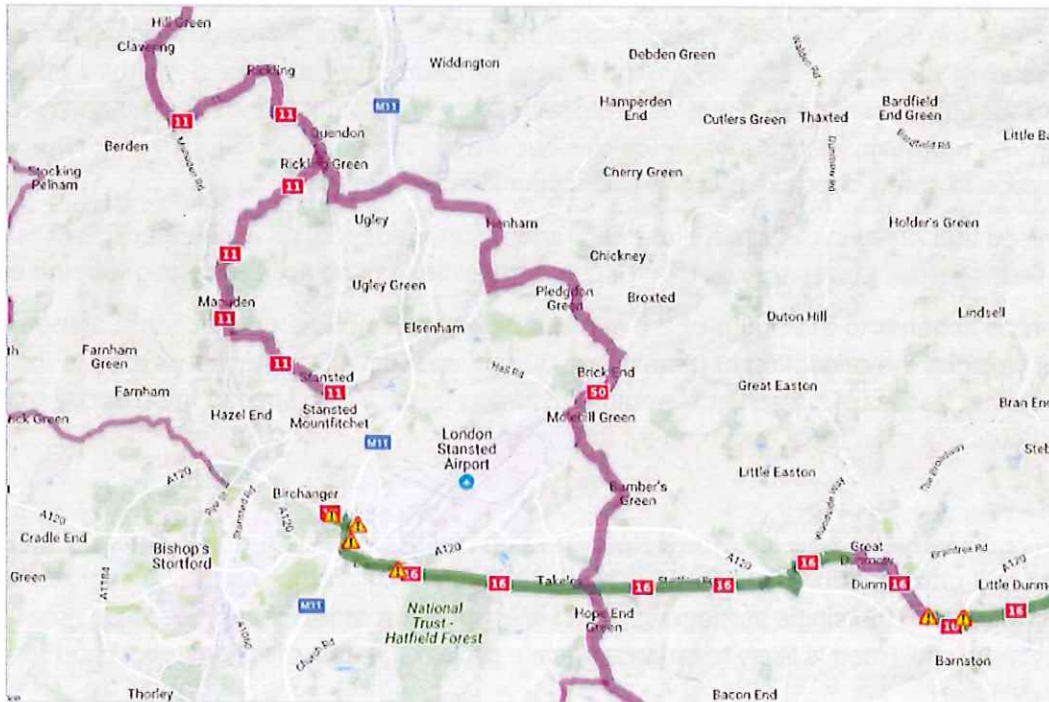
than 200 vehicles two-way in the peak hours). The existing carriageway width therefore provides sufficient space for drivers to safely pass cyclists.

- 3.2.30. The proposed development will provide a new direct walk/cycle link to Elsenham rail station. This proposed walk/cycle connection will be attractive to future residents as it will provide a more direct route to the rail station compared to the equivalent on-road alternative via Station Road.

Local Area

- 3.2.31. From Elsenham, cycle access can be gained to the surrounding villages using the existing road network. It is recognised that the existing routes from Elsenham are typically derestricted, single carriageway roads (Hall Road, B1051 Henham Road and B1051 Stansted Road) and are therefore most likely to be used by confident commuter cyclists in weekday peak periods and utility/leisure cyclists at weekends and during off-peak periods.
- 3.2.32. Within the local area there are a number of Sustrans National Cycle Network (NCN) Routes that are predominately used by leisure cyclists. A plan showing the local NCN routes is provided in **Figure 3-2**.

Figure 3-2 – Local Sustrans Routes



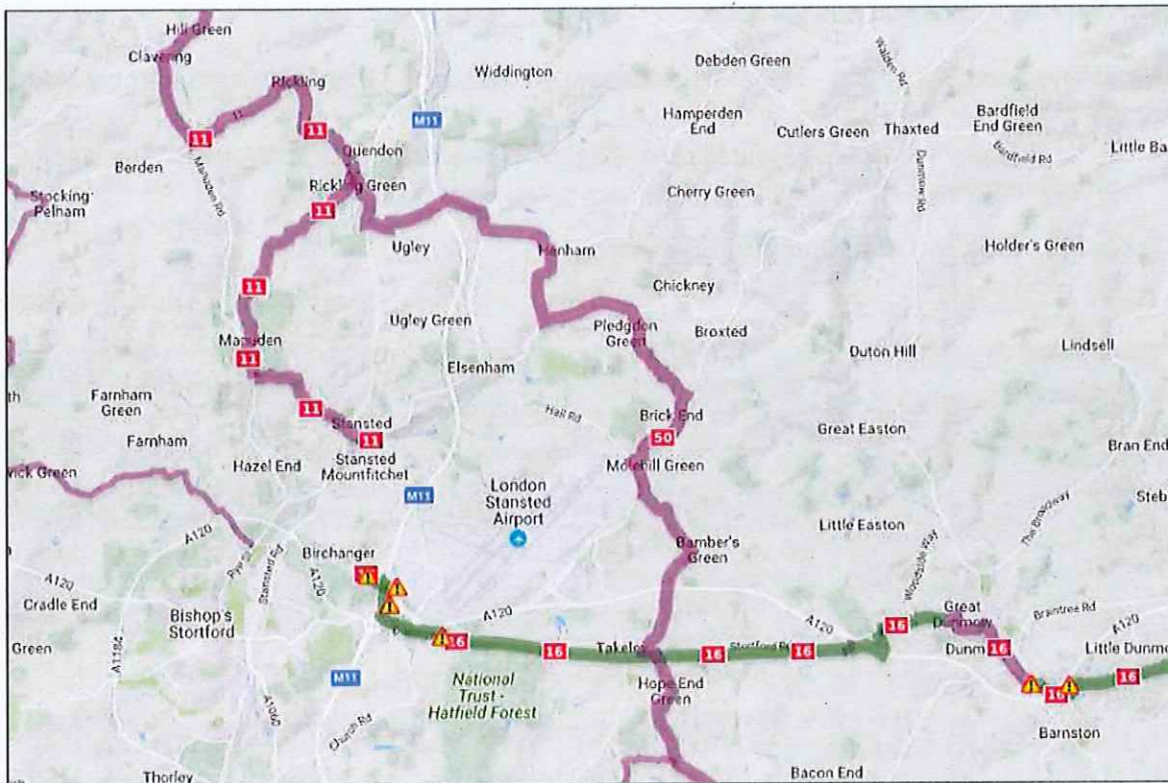
Source: Sustrans website

- 3.2.33. **Figure 3-2** shows that NCN routes 11, 16 and 50 are in close proximity to Elsenham. NCN 11 routes from Stansted Mountfitchet, northwards towards Cambridge and can be accessed from Old Mead Road to the north of Elsenham. NCN 16 provides a predominately traffic-free cycle route between Bishop's Stortford and Braintree. NCN 50 links with NCN 11 to the north and NCN to the south of Elsenham and routes southeast towards Chelmsford. NCN 11 can be accessed locally from Henham Road or Hall Road.

Infrastructure being delivered as a part of the consented Phase 1 development

- 3.2.34. As part of the Phase 1 development, a pedestrian/cycle connection will be provided to Elsenham Station/Old Mead Road. This will provide a direct connection between the proposed development and the rail station. This connection will enhance the attractiveness of the rail services available from the station to future residents.
- 3.2.35. A potential pedestrian and cycle access will also be considered to connect with the residential development located to the east of Hailes Wood to improve the permeability of the site.

Figure 3-3 Local Sustrans Routes



Source: Sustrans website

- 3.2.36. Figure 3-3 shows that NCN routes 11, 16 and 50 are within in close proximity to Elsenham. NCN 11 routes from Stansted Mountfitchet, northwards towards Cambridge and can be accessed from Old Mead Road to the north of Elsenham. NCN 16 provides a predominately traffic-free cycle route between Bishop's Stortford and Braintree. NCN 50 links with NCN 11 to the north and NCN to the south of Elsenham and routes southeast towards Chelmsford. NCN 11 can be accessed locally from Henham Road or Hall Road.

PUBLIC TRANSPORT ACCESSIBILITY

Bus Services

- 3.2.37. The Site will have two main access points, the main access onto Henham Road via the consented Phase 1 development to the south and a pedestrian and cycle access onto Old Mead Road, immediately to the north of Elsenham Railway Station.



3.2.38. The closest existing bus stops to the proposed main access onto Henham Road are located at the junction of Henham Road/Hall Road/High Street. These existing bus stops are approximately 1,200m from the centre of the site (a 15 minute walk), which is beyond the recommended 400m as such, as part of the consented Phase 1 development, there are proposals to deliver two new bus stops on Henham Road, in close proximity to the primary access junction. This scheme will improve the accessibility of existing bus services at the site and surrounding area.

3.2.39. The closest bus stops to the proposed pedestrian and cycle access on Old Mead Road are located on Station Road to the south of New Road. These bus stops are approximately 550m (a 5 to 10 minute walk) from the centre of the proposed development. The bus stops on Station Road and Henham Road are served by two bus services:

- 7/7A – Stansted Airport – Takeley – Henham – Elsenham – Bishop’s Stortford (operated by Acme Transport Services); and
- 441 – Takeley – Stansted Mountfitchet – Ugley – Newport – Saffron Walden (operated by Stephensons of Essex).

Table 3-1 - Existing Elsenham Bus Services

BUS STOP	BUS	DAY	ROUTE	FIRST BUS	LAST BUS	FREQUENCY
Henham Road (Opposite the Crown)	7/7A	Mon-Sat	Stansted Airport – Bishop’s Stortford	07:18	18:31	6 buses per day
			Bishop’s Stortford – Stansted Airport	06:46	20:16	8 buses per day
	441	Mon-Fri	Takeley – Saffron Walden	07:31		1 bus per day
			Saffron Walden – Takeley	16:06		1 bus per day
Station Road	7/7A	Mon-Sat	Stansted Airport – Bishop’s Stortford	07:31	18:44	6 buses per day
			Bishop’s Stortford – Stansted Airport	06:33	20:03	8 buses per day
	441	Mon-Fri	Takeley – Saffron Walden	07:49		1 bus per day
			Saffron Walden – Takeley	15: 58		1 bus per day

Source: <https://bustimes.org/> 01/09/22

3.2.40. **Table 3-2** summarises the bus services at the Henham Road and Station Road bus stops. Full timetable information and route maps are provided in **Appendix D**. Bus route 7/7A and 441 serve both The Crown stop on Henham Road and Station Road bus stops, buses route clockwise and anticlockwise via Hall Road, Henham Road, Mill Road, Henham, Old Mead Road and Station Road. Residents in Elsenham using the existing bus routes will most likely use the Station Road stops when travelling west towards Bishop’s Stortford and the Henham Road stop when travelling south towards Stansted Airport to avoid travelling through Henham village.

3.2.41. Bus route 7/7A is a regular bus service that typically operates at an hourly frequency between Bishop’s Stortford, Stansted Mountfitchet, Elsenham, Henham and Stansted Airport. The existing route therefore provides the opportunity for existing and future residents to access a wide range of local employment, leisure and retail facilities by bus including Stansted Airport and Bishop’s Stortford.

3.2.42. The 441 is a school bus service and therefore only operates on school days. The bus route provides one morning service towards Saffron Walden in the morning and a return service in the afternoon. This existing route provides bus access the secondary schools in Newport and Saffron Walden.

3.2.43. **Table 3-1** shows that the first bus departs Elsenham at 07:18 hours towards Stansted Mountfitchet and Bishop's Stortford with a return bus available until 20:16 hours. The existing bus service therefore provides a viable travel option for commuters working typical office hours (0900-1700 hours) as well for non-work-related journeys.

Rail Services

3.2.44. Elsenham rail station is served by the West Anglia Main Line and is located at the junction of Old Mead Road/New Road to the north of Elsenham. The station will be accessible from the site via the proposed Old Mead Road pedestrian and cycle access. Old Mead Road bisects the station, with an at grade level crossing provided between the northbound and southbound platforms. The northbound platform is located on the north side of the level crossing and the southbound platform on the south side of the level crossing. A pedestrian bridge is provided over the rail line, accessed from the southbound platform.

3.2.45. The station facilities currently include a fully enclosed waiting area provided on Platform 1 (northbound) and a covered seating area on Platform 2 (southbound). There is also a manned station ticket office on one side with ticket machines provided on both platforms. Timetable information is available at both platforms as well as live departure time displays. Cycle parking is provided at both platforms but is not currently well used. This is likely to be due to the fact the whole of Elsenham is within easy walking distance of the station.

3.2.46. A privately operated pay and display car park is provided to the north of the railway line on Old Mead Road. There is space for approximately 80 cars, however the spaces are unmarked and disabled parking is poorly signed. Parking on roads around the station is controlled with single and double yellow lines and time limited parking restrictions apply during peak hours.

3.2.47. Elsenham Rail Station is directly served by the Cambridge to London Liverpool Street line. A summary of the existing rail services is provided in **Table 3-2**. Full rail timetable information is attached in **Appendix G**.

Table 3-2 Existing Elsenham Rail Services

Day	Route	First Train	Last Train	Frequency
Mon-Fri	Cambridge to London Liverpool Street	05:46	23:55	Peak 2 trains per hour, Off-Peak 1 train per hour
	London Liverpool Street to Cambridge	06:07	00:52	
Sat	Cambridge to London Liverpool Street	05:49	23:53	1 train per hour
	London Liverpool Street to Cambridge	06:22	00:52	
Sun	Cambridge to London Liverpool Street	08:18	23:18	
	London Liverpool Street to Cambridge	08:52	23:52	
Mon-Fri	Ely to London Liverpool Street	08:19	08:49	Two Trains in the AM Peak
	London Liverpool Street to Ely	16:52	16:52	One train

Source: Abellio Greater Anglia

- 3.2.48. There are currently two trains per hour north and southbound between Cambridge and London Liverpool Street stopping at Elsenham Station in the peak hours and one train per hour during off-peak periods. The existing train services provide excellent local and regional accessibility south to Bishop's Stortford, Harlow, Broxbourne and into London (Tottenham Hale and Liverpool Street). The existing train services also provide excellent accessibility north to Great Chesterford, Whittlesford Parkway and Cambridge. The journey time from Elsenham to London Liverpool Street is approximately 1 hour and from Elsenham to Cambridge is approximately 30 minutes. In addition there are two southbound trains in the weekday morning peak and one northbound train in the weekday afternoon that continues from Cambridge to Ely.
- 3.2.49. The Cambridge North station (which opened in May 2017) is also serviced by the existing Cambridge to Liverpool Street route. This station will provide direct access from Elsenham to the employment centres in the Cambridge Northern Fringe. The journey time from Elsenham to Cambridge North is 35 minutes.
- 3.2.50. The Cambridge-Liverpool Street service provides a range of interchange opportunities, facilitating access to a wide range of destinations across southern and central England.
- 3.2.51. Public Transport catchment analysis of the proposed development site has been undertaken using TRACC. A 60 minute journey time catchment has been produced for weekday development trips departing from the site between 0700-0900 hours and arriving at the site between 1600-1800 hours. The analysis presented in **Appendix F** shows the destinations that can be reached within 60 minutes public transport (bus and train) travel time from the proposed development in the weekday morning and the origins to the proposed development site in the weekday evening periods.
- 3.2.52. The catchment analysis shows that Bishop's Stortford, Stansted Mountfitchet, Newport, Great Chesterford, Cambridge, Stansted Airport, Broxbourne and Cheshunt are within 60 minutes travel time by public transport. The proximity of the proposed development site to Elsenham rail station is therefore a key sustainability benefit and provides future residents who could work in a number of local and regional employment centres with the opportunity to commute via public transport as a viable alternative to the car.

ACCESS TO LOCAL FACILITIES AND SERVICES

3.2.53. Table 3-3 summarises the main existing local facilities and services within walking and cycling distance of the proposed development.

Table 3-3 Local Services and Facilities

Destination	Name	Distance KM	Approx. Walking Time	Approx. Cycle Time	Bus/Train Access
Leisure	Recreation Ground	1.7	21 mins	5 mins	N/A
	Stanstead Cricket Ground	4.1	N/A	15 min	N/A
	The Crown Public House	0.9	11 mins	2 min	N/A
Shopping	Tesco Express	1.3	16 mins	3 mins	N/A
	Elsenham Post Office	1.3	16 mins	4 mins	N/A
	Standsted Mountfitchet	4.5	N/A	14 mins	Yes
	Bishops Stortford	9.1	N/A	29 mins	Yes
Education	The Ugly Duckling Pre-School (Ugley Green)	3.3	N/A	10 mins	No
	Saplings Nursery (Henham)	5	N/A	15 mins	No
	Rainbow Pre-School (Standsted Mountfitchet)	4.2	N/A	13 mins	Yes
	Elsenham C of E Primary School	1	12 mins	2 min	N/A
	Henham and Ugley Primary School and Nursery	2.5	N/A	7 mins	Yes
	Forest Hall School	5.1	N/A	16 mins	Yes
Health	Elsenham Surgery	1.5	19 mins	4 mins	N/A
	Princes Alexandra Hospital	28	N/A	N/A	Yes

3.2.54. Within the village of Elsenham there are a number of local facilities that can meet many of the day-to-day needs of local residents, including local top-up shopping and leisure amenities, without the need to use a car. These facilities, as well as those in neighbouring Stansted Mountfitchet are shown on the location plan provided in **Appendix E**.

SCHOOLS

3.2.55. Elsenham Church of England Primary School is located on the High Street, approximately 1 km to the west of the proposed primary site access. This is within 10-12 min walking distance for parents and primary school aged children. Other nearby primary schools are in Henham to the northeast or Stansted Mountfitchet to the southwest. Although outside of walking distance to the development, both are accessible via existing bus services. In the case of Stansted Mountfitchet, children could also travel to school by train.

3.2.56. A new early years nursery and a one form entry primary school will also be delivered as a part of the consented phase 1 development to the south of the site.

3.2.57. The nearest secondary school to the site is Forest Hall School, located in the south of Stansted Mountfitchet. This school is within cycling distance of the development and can be accessed via public transport. There are multiple secondary schools in Bishop's Stortford which can also be accessed via public transport.



- 3.2.58. Children travelling to secondary schools in Newport or Saffron Walden directions can do so using the bus service 441 which is operational during weekdays.

HEALTHCARE

- 3.2.59. The closest GP practice to the proposed development is on Station Road in Elsenham. This is within walking and cycling distances of the site. There is also a GP practice in Stansted Mountfitchet in close proximity to the train station thus making it easily accessible by public transport.
- 3.2.60. The closest major hospital is the Princess Alexandra Hospital in Harlow. This is near Harlow Town train station which is accessible by train from Elsenham. From Harlow Train Station, Princess Alexandra Hospital can be access on foot (20-minute walk), by taxi or interchanging with local bus services. The closest dentist practices to the proposed development are within Bishop's Stortford and the closest pharmacy is within Stansted Mountfitchet. Both are accessible by public transport.

RETAIL

- 3.2.61. There is a local convenience shop (Tesco Express) and a post office on the corner of the High Street/Station Road/Robin Hood Road/Stansted Road double mini-roundabout junction in Elsenham. A wider range of convenience shops, garages, cafes are available in Stansted Mountfitchet. The closest major shopping destination is Bishop's Stortford which can be easily accessed by bus and train.

4 RESIDENTIAL TRAVEL PLAN MANAGEMENT

4.1 INTRODUCTION

- 4.1.1. The RTP will be an evolving document. Implementation of the RTP must be seen as "effortless" by residents and visitors to the site and a structure must be in place prior to occupation. This section summarises who will hold overall responsibility for the RTP and who will hold day-to-day responsibility.

4.2 OVERALL RESPONSIBILITY

THE RESIDENTIAL DEVELOPER

- 4.2.1. The ultimate responsibility for the implementation of the RTP will lie with Bloor Homes Ltd and Gillian Smith, John Robert Carmichael Smith, Robert Giles Russell Smith and Andrew James Smith. They will be responsible for appointing a RTPC to achieve the required objectives of this RTP based on the principles set out in this document.

4.3 DAY TO DAY RESPONSIBILITY

4.4 RESIDENTIAL TRAVEL PLAN COORDINATOR

- 4.4.1. Day to day responsibility will lie with the Residential Travel Plan Coordinator (RTPC). This is a key role in the development and implementation of a RTP. It is the RTPC's responsibility to promote and encourage travel by sustainable modes through the active uptake of RTP initiatives.
- 4.4.2. The residential developer will appoint an RTPC three months prior to the first occupation of the development and will be the first point of contact for residents for all matters relating to travel to and from the site during the lifetime of the Travel Plan.
- 4.4.3. The RTPC will be responsible for the implementation, administration and monitoring of the RTP. The contact details of the RTPC will be submitted to ECC and UDC and likewise, the RTPC will be advised of the relevant contact personnel at ECC and UDC so that regular dialogue can be established.
- 4.4.4. The RTPC role will include:
- Being the main point of contact for the Travel Plan;
 - Developing site-wide bespoke transport information and promotional marketing and awareness raising material;
 - Management of the Travel Plan, including delivery of measures and initiatives through an effective marketing and communication strategy;
 - Offering advice and information on travel and transport-related subjects to residents;
 - Updating the Travel Plan travel information on a regular basis to reflect any changes in walking, cycling and public transport networks;
 - Implement the Travel Plan monitoring and reporting programme to track the Travel Plan progress; and
 - Review and update the Travel Plan following completion of the travel monitoring surveys.



- 4.4.5. The RTPC will report to ECC and UDC on the progress of introducing measures through the Travel Plan and on progress against targets. This will establish a formal review procedure of the Travel Plan.
- 4.4.6. It is envisaged that this role would be undertaken on a part time basis by a transport planning consultant. Details of the RTPC will be provided to ECC and Uttlesford District Council (UDC) prior to first occupation.
- 4.4.7. The RTPC will report to the Residential Developer on the progress of the measures introduced through the RTP and on progress against targets. This will both establish a formal internal review procedure of the RTP and allow for management approval in the decision making process on funding and implementation of any further RTP measures.
- 4.4.8. At the end of the RTP monitoring period the RTPC will explore options on how it will be taken forward by residents on a voluntary basis.

5 RESIDENTIAL TRAVEL PLAN MEASURES

5.1 INTRODUCTION

5.1.1. This section of the RTP outlines a variety of measures that will be implemented in order to achieve the Travel Plan's aim and objectives. However, because travel planning is an ever-evolving process, some of the measures and initiatives in this section may become unsuitable in future when the site is being occupied, while others not considered at this stage may come forward as being appropriate. The RTP for the site will therefore be a 'living' document, subject to regular monitoring and review (Section 5).

5.2 PHYSICAL 'HARD' MEASURES

- 5.2.1. Physical 'hard' measures and good site design are important in encouraging sustainable travel and in particular walking and cycling. Connectivity with Elsenham has played a central role in the planning and design of the development so that it is accessible by active modes of travel.
- 5.2.2. The proposed development will be designed to be highly permeable on foot and by bicycle including:
- A network of internal walking and cycling routes through the development
 - Provision of new pedestrian/ cycle connection to Elsenham Station / Old Mead Road (via the consented Phase 1 development);
 - All-modes connections onto Henham Road (via the consented Phase 1 development).
 - Provision of a pedestrian connection to the Phase 1 consented development close to the location of the proposed primary school and early years facility.
 - Provision of secure residential cycle parking in according with Uttlesford District Council's (UDC) adopted cycle parking standards.
- 5.2.3. To further maximise the attractiveness of the existing Elsenham bus service, new bus stops will be provided on Henham Road (close to the primary access junction) as a part of the consented Phase 1 scheme.
- 5.2.4. To maximise the attractiveness of Elsenham Railway Station to future residents, a direct walk and cycle connection will be provided from the proposed development (via the consented phase 1 development). This will provide a high quality, segregated connection between Old Mead Road, Elsenham Railway Station and the proposed development.
- 5.2.5. In addition to the site location itself, these 'hard' measures form the basis on which sustainable travel habits will be encouraged for travel within the development and to local destinations within Elsenham and the surrounding area.

5.3 SOFT MEASURES

- 5.3.1. This section describes the proposed 'soft' measures for the RTP, which will complement the location and physical design of the development to encourage further the use of sustainable travel modes and meet the objectives of the RTP.
- 5.3.2. A combination of 'hard' and 'soft' measures will contribute towards help achieve a reduction in the single occupancy car driver mode share of the development and ultimately offer future residents and visitors a greater choice of sustainable travel options to and from the site.



PROMOTION AND MARKETING

- 5.3.3. In order to promote sustainable transport choices that will be available to potential residents moving to and then living at the development, sales staff will be fully competent in explaining the measures that will be put in place as part of the Travel Plan. This will enable staff to promote the RTP and the accessibility of the development from the outset, so that there is early buy-in from potential residents. The RTPC will be responsible for briefing on-site sales staff of the sustainable transport opportunities available to residents.
- 5.3.4. Sales and marketing literature aimed at prospective buyers of homes will also highlight the sustainable nature of the development in terms of its location and connectivity to the surrounding local area via bus, rail, cycling and walking. The health benefits associated with walking and cycling will also be promoted.

TRAVEL INFORMATION PACKS

- 5.3.5. Upon occupation of their dwelling, residents will receive a 'Sustainable Travel Information Welcome Pack'. Through the information provided in the Welcome Pack, residents of the development will be in a better position to make informed choices about how they choose to travel to and from the development. The pack will be updated on a regular basis by the RTPC, and will include:
- An overview of the objectives and structure of the RTP, why the Travel Plan is in place and what advice is available with regard to sustainable transport options;
 - Details of incentives being offered to residents to encourage sustainable travel;
 - Contact details of the RTPC, should residents have any transport or travel problems they wish to discuss;
 - Up to date public bus and rail timetable information;
 - Details on how to access and register with EssexCarShare.com;
 - Pedestrian and cycle route maps from the development to and from the surrounding area, identifying the nearest local facilities (such as schools, doctors and dentist surgeries, the post office etc.), bus stops and railway station; and
 - Details of local taxi companies;
- 5.3.6. The Sustainable Travel Information Welcome Packs will be distributed to residents upon occupation by the on-site sales staff. On-site sales staff will be briefed on the content of the welcome packs by the RTPC.

MEASURES TO PROMOTE WALKING AND CYCLING

- 5.3.7. This RTP recognises the importance of promoting walking and cycling as an active mode of travel for local journeys. So that walking and cycling is made an attractive option as possible a range of soft measures will be implemented, to complement the physical measures described above.
- 5.3.8. Information on walking and cycling will be provided to each household within the Sustainable Travel Information Welcome Pack. This will include:
- A bespoke map of local walking and cycle routes;
 - Health benefits associated with walking and cycling;
 - Information on local cycle retailers; and
 - Links to other cycling organisations and charities (e.g. Sustrans and Cycling UK).



MEASURES TO PROMOTE PUBLIC TRANSPORT USE

- 5.3.9. The RTPC will secure, through discussions with local bus operators, four weeks free bus travel for residents of the development. An application form to apply for this offer will be contained within the Sustainable Travel Information Welcome Pack. The RTPC will be responsible to managing the administration and distribution of bus taster tickets to residents. The offer will be limited one four week bus taster ticket per residential unit.
- 5.3.10. Local bus and rail services will be promoted within the Sustainable Travel Information Welcome Pack. The pack will contain up to date timetable information for local bus and rail services, details on the weekly and monthly ticketing options available, and the approximate journey time to key destinations such as Stansted Airport and Bishop's Stortford.
- 5.3.11. In addition to the above the developer will also provide a contribution to ECC via a S106 planning obligation to the improvement of local bus services in Elsenham. The RTPC will be responsible for informing residents of any new / improved bus services.

MEASURES TO PROMOTE EFFICIENT CAR USE

Car Sharing

- 5.3.12. Car sharing aims to eliminate single-occupancy vehicle trips and therefore reduce the number of vehicles on the road network. The benefits of car sharing include: less congestion, reduced vehicle emissions, reduced costs of travelling and reduced parking problems. The most commonly shared journeys between residents would be for commuting purposes or taking children to school.
- 5.3.13. Essex County Council in partnership with Liftshare operates the Essex Car Sharing scheme (via www.EssexCarSharing.com). This scheme offers a free car share matching service for people who live, work and travel in and around Essex. Users of the site can offer a lift or accept a lift from other users. In addition, this many organisations and businesses have their own dedicated groups, including Stansted Airport, making it much easier for commuters to find a match.
- 5.3.14. Information on car sharing will be provided within the Sustainable Travel Information Welcome Packs distributed to residents upon occupation.

Car Clubs

- 5.3.15. Car clubs can remove the need for car ownership / multiple car ownership for many households. This in turn can help discourage the use of a car for journeys, including commuting and business trips that could be made by more sustainable modes.
- 5.3.16. The developer will engage in discussions with car club operators to explore the feasibility of providing a dedicated car club within the site. Any car club vehicle would be made available to all residents living in Elsenham and the surrounding area and would not be exclusive to residents of the Proposed Development.
- 5.3.17. To help incentivise use of the car club vehicle the RTPC will explore opportunities to provide residents with free or discounted membership and / or driving credit.

PERSONALISED TRAVEL PLANNING

- 5.3.18. The Travel Packs will promote Personal Travel Planning. All residents will be able to contact the RTPC to seek assistance on personalised travel information that will enable future residents to think about the way they currently travel and how they can travel more sustainably.



5.4 SUMMARY

5.4.1. This section has set out a range of measures which will be implemented for the proposed development in seeking to achieve the aim and objectives of this RTP as set out in Section 2. A summary of these measures is set out in Table 5-1 below.

Table 5-1 Travel Measures

Travel Plan Objective	Travel Plan Measure	Target Area
Information Provision	Training of sales and marketing staff	To all sales staff
	On-going promotion and marketing	Across whole development site
	Sustainable Travel Information Welcome Packs	To all dwellings
Promotion of Walking and Cycling	Promotion of walking and cycling route in the Sustainable Travel Information Pack	Increase walking mode share Increase cycling mode share
	Provision of on-site cycle parking	
	Provision of pedestrian connection	
	New pedestrian and cycle connection between development and Elsenham Railway Station	
	Potential pedestrian and cycle connection between development and the PROW to the north of the site	
Sustainable Travel Services	Car club services (provide dedicated space and engage with a car club provider)	Increase sustainable travel options
Promotion of Public Transport	Four weeks free bus travel (1 taster ticket per dwelling)	Increase bus mode share Increase rail mode share Reduce car mode share
	Promotion of public transport services in Sustainable Travel Information Welcome Pack	
	Connections to the new bus stops on Henham Road, close to the primary access junction	
	New pedestrian and cycle connection between development and Elsenham Railway Station	
Promote Efficient Use of the Car	Promotion of EssexCarSharing.com in Sustainable Travel Information Welcome Pack	Increase car passenger mode share Reduce single occupant car driver mode share
	Promotion of the benefits of car sharing in Sustainable Travel Information Welcome Pack	Increase car passenger mode share Reduce single occupant car driver mode share
	Delivery of on-site car club vehicle	Reduce need for car ownership / multiple car ownership

6 MONITORING AND TARGETS

6.1 INTRODUCTION

- 6.1.1. Monitoring the RTP is important in understanding the changing nature of the residents travel behaviour and the effectiveness of the RTP measures. Existing measures should be reviewed and alternative methods introduced where necessary to achieve the RTP targets.
- 6.1.2. This section sets out the process by which the RTP will be monitored and reviewed, as well as the provisional targets for the RTP.

6.2 MONITORING

- 6.2.1. In order to determine the effectiveness of the RTP and any future revisions of it are effective, monitoring will take place at regular intervals over the lifetime of the RTP. One element of this monitoring will be the car mode share (i.e., traffic generation of the development). This will be identified through a questionnaire-based survey, which will be completed by residents in order to determine the main travel mode for a number of usual journey purposes to and from the site.
- 6.2.2. The survey will be administered by post. The aim will be to obtain a 30% response rate. Should this threshold not be reached, then a follow up door-to-door survey would be undertaken in order to obtain a higher response rate.
- 6.2.3. In order to obtain the highest possible response rates, participation incentives such as the giveaway of vouchers for a chosen retailer would be introduced for each completed questionnaire. This incentive could be repeated for future annual monitoring surveys.
- 6.2.4. It is anticipated that an initial baseline travel survey would take place at 50% occupation of the development, by which time resident travel patterns should have become apparent. The initial surveys will provide a baseline against which future monitoring can be measured and against which progress towards meeting the RTP targets can be assessed.
- 6.2.5. It is proposed that further travel surveys be undertaken annually for a period of 5 years, at the anniversary of the initial baseline survey.
- 6.2.6. An annual monitoring statement will be prepared by the RTPC reporting on the results of the annual monitoring survey and progress towards meeting the targets of the RTP. This will be submitted to ECC and UDC within three months of the date of the monitoring surveys.
- 6.2.7. Progress toward meeting the RTP's targets will be communicated to residents via a cover letter attached to the following years annual travel survey.

6.3 EXISTING MODE SHARE

- 6.3.1. Journey to work data from the 2011 Census for Elsenham and Uttlesford has been analysed in order to understand how people would typically travel to and from the local area as shown in **Table 5-1**.

Table 6-1 2011 Census Journey to Work Mode Share (Main Mode) Elsenham and Uttlesford

Mode	Elsenham	Uttlesford
Underground	0%	1%
Train	13%	9%
Bus	1%	1%
Taxi	0%	0%
Motorcycle/Scooter	1%	1%
Car/Van driver	76%	73%
Car/Van Passenger	5%	4%
Bicycle	1%	1%
Walk	2%	10%
Other	1%	0%
Total	100%	100%

Source: 2011 Census

- 6.3.2. **Table 6-2** shows that car/van driver is the main mode of travel to work for existing Elsenham residents. This is not unexpected given the relatively low number of jobs within Elsenham that can be easily accessed on foot and by bicycle. The second most popular mode of travel is train (13%), demonstrating that the existing rail station provides a viable public transport commuter option for a considerable proportion of existing local residents. Active modes currently form a relatively low proportion of existing resident commuter trips.
- 6.3.3. Compared to Uttlesford, existing Elsenham residents achieve higher levels of train use, higher levels of car sharing and car/van use compared to the district average. Fewer residents in Elsenham walk to work compared to the average for Uttlesford. The comparative data highlights the benefits of having a local rail station available to support sustainable commuter travel.
- 6.3.4. The 2011 Census analysis provides an overview of existing Elsenham residents travel to work patterns. It should be recognised that non-work trips typically achieve more sustainable patterns of travel. Table 6-2 shows the mode split for the average number of trips by journey purpose in 2015 (DfT National travel Survey 2016).



Table 6-2 Mode Split: Average number of trips by purpose and main mode: England 2015

Mode	commuting	Business	Education	Shopping	Personal business	Leisure
Walk	11%	6%	38%	21%	20%	14%
Bicycle	4%	1%	1%	1%	1%	2%
Car/Van Driver	56%	70%	22%	46%	43%	38%
Car/van passenger	9%	6%	24%	21%	24%	34%
Motorcycle	1%	0%	0%	0%	0%	0%
Other private transport	0%	1%	2%	0%	1%	1%
Local bus	8%	5%	10%	9%	7%	5%
London Underground	3%	4%	0%	0%	1%	1%
Surface Rail	7%	6%	1%	1%	1%	2%
Other public transport	1%	1%	1%	1%	2%	2%
Total	100%	100%	100%	100%	100%	100%

- 6.3.5. **Table 6-2** demonstrates that non-commuter trips typically achieve higher levels of trips by non-car/van driver modes. Within Elsenham there is a range of local education, shopping and leisure facilities that can be accessed on foot and by bicycle. The mode shares presented in **Table 6-2** therefore provide a robust basis for the likely local resident travel mode splits for non-commuter trips.
- 6.3.6. Further evidence that primary education trips will result in a higher proportion of movements being undertaken on foot is provide by the Elsenham Church of England Primary School Travel Plan (STP). The STP included a hands-up survey of pupils which showed approximately 50% of pupils walk to school and 50% travel by car. This local evidence demonstrates that education trips within Elsenham achieve a higher proportion of travel by non-car modes.
- 6.3.7. It is therefore considered that local residents within Elsenham are likely to adopt relatively sustainable travel patterns to access local facilities and services, education facilities, shops and Elsenham Railway Station.
- 6.3.8. The RTP and associated measures outlined in **Section 5** will aim to encourage sustainable methods of travel and reduce the impact of the development on the local network.
- 6.3.9. The following section identifies targets for the RTP.

6.4 RESIDENTIAL TRAVEL PLAN TARGETS

- 6.4.1. To help guide the progress of the RTP a number of targets have been adopted that will be reviewed by the RTPC on an annual basis. These targets are divided amongst those relating to delivering outputs and those related to achieving outcomes.
- **Output Target** – These targets relate to the implementation of the RTP. They will help to ensure everything remains on course with the delivery of the different measures contained within this RTP; and
 - **Outcome targets** – These relate to the effect of implementing the RTP measures, and will include for example, the proportion of all journeys made by private car, or the normal mode of transport used for different types of journeys.



6.5 OUTPUT TARGETS

6.5.1. The following baseline output targets have been adopted:

Table 6-3 Output Targets

Measure	Target Date / Trigger	Responsibility
Appoint a Residential Travel Plan Coordinator	3 months prior to first occupation	The residential developer
Prepare Sustainable Travel Information Welcome Packs	1 month prior to first occupation	Residential Travel Plan Coordinator
Distribute Sustainable Travel Information Welcome Packs via on-site sales staff to 100% of residents	Upon occupation	Residential Travel Plan Coordinator
Distribute Bus Taster Tickets to Residents	1 month after occupation	Residential Travel Plan Coordinator
Undertake Baseline / Annual Travel Survey	50% occupation	Residential Travel Plan Coordinator
Prepare a report summarising results of the survey and progress towards targets and submit to Essex County Council & Uttlesford District Council	Within 3 months of the baseline / annual travel survey	Residential Travel Plan Coordinator

6.6 OUTCOME TARGETS

- 6.6.1. The measures proposed by this RTP are intended to bring about a change in the way residents travel. Therefore, an interim SMART (Specific, Measurable, Achievable, Realistic and Time Bound) target has been derived to help measure quantifiable progress against the objectives of the RTP. One approach may be to promote a target of a 10% reduction in the number of people travelling from the site as single occupant car driver is proposed, to be agreed with ECC in due course. This reduction can be established against the results of the initial travel survey undertaken at 50% occupation of the site.
- 6.6.2. A five-year monitoring period is proposed as many of the measures outlined in this RTP will take a period of time to fully introduce and, importantly, to bring about an ongoing positive change in residents travel patterns. Progress against this target will be monitored on an annual basis to ensure an ongoing evaluation of progress is made.
- 6.6.3. Where progress against the target is falling below trajectory, additional resources and measures will be considered and implemented to ensure the target is reached. If the above target is reached in five years, then a more ambitious target will be considered.
- 6.6.4. **Table 6-4** below provides an overview of the proposed outcome of the RTP. This table is based on the 2011 Census method of travel to work for Elsenham ward. The development's initial survey will clearly set up the initial mode shares of the development and the targets would then be revised to reflect the outcome of the survey.

Table 6-4 Proposed Residential Travel Plan Outcomes

Mode	Elsenham 2011 Census Journey to Work Mode share	Proposed Development Mode Share for commuting journey purposes (Post TP)
Work at Home	13%	13%
Train	11%	15%



Bus	1%	3%
Taxi	0%	0%
Motorcycle/Scooter	1%	0%
Car/Van driver	66%	59%
Car/Van Passenger	4%	4%
Bicycle	1%	3%
Walk	2%	3%
Total	100%	100%

6.7 ONGOING MANAGEMENT AND REVIEW

- 6.7.1. The RTP will be reviewed annually by the appointed RTPC, with a wholesale review of the aim and objectives of the RTP taking place after the first year of occupation. This is to allow sufficient time for the measures to be implemented and take effect, while also providing an opportunity for measures to be evaluated fully and a fresh approach to the RTP to be adopted if required.

7 ACTION PLAN

7.1 INTRODUCTION

7.1.1. This section sets out an action plan for the RTP and how it will be funded.

7.2 ACTION PLAN

7.2.1. Section 5 has outlined a number of measures to be delivered through the RTP. In all cases the delivery of measures will be led by the appointed RTPC, with funding responsibilities lying with Bloor Homes Ltd and Gillian Smith, John Robert Carmichael Smith, Robert Giles Russell Smith and Andrew James Smith. Table 7-1 summarises an action plan for this RTP.

Table 7-1 Action Plan

Measure	Task	Trigger	Responsibility
Appoint a Residential Travel Plan Coordinator	Appoint a transport planning consultant to undertake this role	3 months prior to first occupation	Bloor Homes Ltd and Gillian Smith, John Robert Carmichael Smith, Robert Giles Russell Smith and Andrew James Smith
Promotion and Marketing	Brief sales staff on the sustainable travel opportunities available to residents	Prior to first completion	RTPC
Sustainable Travel Information Welcome Packs	Prepare and distribute Sustainable Travel Information Welcome Packs to onsite sales staff	Prior to first occupation	RTPC
Promotion of walking and cycling information	Include information on walking and cycling routes within Sustainable Travel Information Welcome Packs	Prior to first occupation	RTPC
Promotion of public transport information	Include information on local bus and rail services within the Sustainable Travel Information Welcome Packs	Prior to first occupation	RTPC
Promotion of efficient car use	Include information on car sharing within the Sustainable Travel Information Welcome Packs	Prior to first occupation	RTPC
	Explore feasibility of providing an on-site car club vehicle with car club operators	Prior to first occupation	RTPC / Bloor Homes Ltd and Gillian Smith, John Robert Carmichael Smith, Robert Giles Russell Smith and Andrew James Smith
Promote use of local bus services	Obtain bus taster tickets and distribute to residents	Prior to first occupation	RTPC
Undertake baseline travel survey	Undertake baseline travel survey by post and email	At 50% occupation	RTPC
Prepare Baseline monitoring report	Analyse results of baseline travel survey, establish mode share targets, prepare baseline monitoring report and issue to ECC & UDC	Within 3 months of baseline travel survey	RTPC



Undertake annual monitoring travel survey	Undertake annual travel survey by post and email	1 year after baseline travel survey (for a period of 5 years)	RTPC
Prepare annual monitoring	Analyse results of annua travel survey, establish mode share targets, prepare baseline monitoring report and issue to ECC & UDC	Within 3 months of annual travel survey	RTPC

7.3 RESIDENTIAL TRAVEL PLAN FUNDING

- 7.3.1. The Travel Plan Period will start at 50% occupation of the development and last for a period of 5 years. The RTPC will be funded by the residential developer and start prior to the first occupation and last over the full period of the RTP.
- 7.3.2. The developer will be responsible for funding all of the measures outlined in this RTP throughout the duration of the plan.

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

EXECUTED as a **DEED** (but not delivered until dated) by
BLOOR HOMES LIMITED
acting by a Director *Anthony*
in the presence of a witness:

Director

Michael Nash
Authorised Signatory

Signature of Witness

Anthony Lowe
Authorised Signatory

Name (in BLOCK CAPITALS)

Gaby Allen
Bloor Homes Ltd
Ashby Road
Measham
Swadincote
Derbyshire DE12 7JP
Management Accountant

Address

SIGNED as a **DEED** by
GILLIAN SMITH
in the presence of:

Witness:

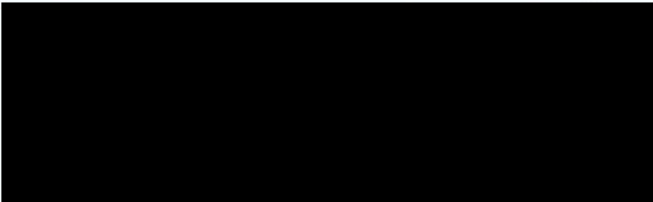
Name: *ALEXANDER HAINES*

Address:

Occupation

TEES LAW
TEES HOUSE
95 LONDON ROAD
BISHOPS STORTFORD
HERTS CM23 3GW

**SIGNED as a DEED by
JOHN ROBERT CARMICHAEL SMITH**
in the presence of:



Witness:

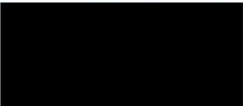


Name: ALEXANDER HAINES

Address:

Occupation TEES LAW
 TEES HOUSE
 95 LONDON ROAD
 BISHOPS STORTFORD
 HERTS CM23 3GW

**SIGNED as a DEED by
ROBERT GILES RUSSELL SMITH**
in the presence of:



Witness:

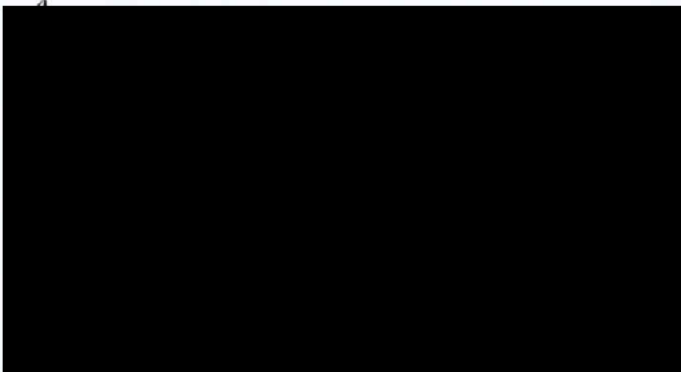


Name: ALEXANDER HAINES

Address:

Occupation TEES LAW
 TEES HOUSE
 95 LONDON ROAD
 BISHOPS STORTFORD
 HERTS CM23 3GW

**SIGNED as a DEED by
ANDREW JAMES SMITH**
in the presence of:



Witness:



Name: ALEXANDER HAINES

Address:

Occupation TEES LAW
 TEES HOUSE
 95 LONDON ROAD
 BISHOPS STORTFORD
 HERTS CM23 3GW