

Dated

2023

JERZY KRZYSZTOF DZIEDZIC, TERESA ANNA MARIA POLLEY and ZOFIA TERESA LONGLEY

-and-

TERESA ANNA MARIA POLLEY and STEWART JAMES POLLEY

-and-

ZOFIA TERESA LONGLEY

-and-

JERZY KRZYSZTOF DZIEDZIC

-and-

REX WHITFORD PEARMAN and JEFFREY WALTER PEARMAN

-and-

BARCLAYS SECURITY TRUSTEE LIMITED

-and-

LUXUS HOMES STONEY COMMON LIMITED

-and-

ESSEX COUNTY COUNCIL

-and-

UTTLESFORD DISTRICT COUNCIL

-and-

EAST HERTFORDSHIRE DISTRICT COUNCIL

**DEED OF PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND COUNTRY  
PLANNING ACT 1990**

relating to land at Pines Hill, Stansted Mountfitchet



**PARTIES:**

- (1) **Jerzy Krzysztof Dziezic** of [REDACTED]  
[REDACTED] **Teresa Anna Maria Polley** of [REDACTED]  
[REDACTED] and **Zofia Teresa Longley** of [REDACTED]  
[REDACTED] and all c/o Pellys LLP, The Old Monastery, Windhill, Bishop's Stortford, Herts CM23 2ND (**"the First Owner"**);
- (2) **Teresa Anna Maria Polley** and **Stewart James Polley** of [REDACTED]  
[REDACTED] (**"the Second Owner"**);
- (3) **Zofia Teresa Longley** of [REDACTED]  
and c/o Pellys LLP, The Old Monastery, Windhill, Bishop's Stortford, Herts CM23 2ND (**"the Third Owner"**);
- (4) **Jerzy Krzysztof Dziezic** of [REDACTED]  
[REDACTED] and c/o Pellys LLP, The Old Monastery, Windhill, Bishop's Stortford, Herts CM23 2ND (**"the Fourth Owner"**);
- (5) **Rex Whitford Pearman** and **Jeffrey Walter Pearman** of [REDACTED]  
[REDACTED] (**"the BNG Owner"**);
- (6) **Barclays Security Trustee Limited** (Co. Regn. No. 10825314) whose registered office is situated at 1 Churchill Place, London E14 5HP and whose address for service is P.O. Box 16276, One Snowhill, Snowhill Queensway, Birmingham B2 2XE (**"BNG Land Mortgagee"**);
- (7) **Luxus Homes Stoney Common Limited** (Co. Regn. No. 13043725) whose registered office is situated at 2 Dairy Yard, Star Street, Ware SG12 7DX (**"the Developer"**);
- (8) **Essex County Council** of County Hall, Market Road, Chelmsford, Essex, CM1 1QH (**"the County Council"**);
- (9) **Uttlesford District Council** of Council Offices, London Road, Saffron Walden, Essex, CB11 4ER (**"the Council"**);
- (10) **East Hertfordshire District Council** of Wallfields, Pegs Lane, Hertford, SG13 8EQ

**(“the Enforcing Authority”);**

together referred to as ‘the Parties’

## **INTRODUCTION**

- (A) The Council and County Council are the local planning authorities for the purposes of the 1990 Act for the area in which the Land (as hereinafter defined) is situated and are the authorities by whom the planning obligations contained in this Deed are enforceable.
- (B) The Enforcing Authority is a local planning authority for the purposes of the 1990 Act for the area in which the BNG Land (as hereinafter defined) is situated and is entering into this Deed only in relation to the BNG Land and will be responsible for enforcement of the obligations insofar as they relate to the BNG Land.
- (C) The First Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX792163.
- (D) The Second Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX987510.
- (E) The Third Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX788582.
- (F) The Fourth Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX788580.
- (G) The Developer has an interest in the Land by way of an agreement dated 19 March 2021 and an interest in the BNG Land by way of an agreement dated [●].
- (H) The BNG Owner is the registered proprietor of the BNG Land which is registered at the Land Registry under title number HD171282.
- (I) The BNG Land Mortgagee is the registered proprietor of a charge dated 30 July 2012 in relation to the BNG Land.
- (J) The Planning Application is to be determined by the Secretary of State (or the Planning Inspectorate) under the provisions set out in section 62A of the 1990 Act and on [date] the Planning Inspectorate requested that the Parties enter into this Deed to make provision for regulating the Development and the use of the Land and

securing the planning obligations contained within this Deed.

- (K) The Parties have agreed to enter into this Deed and bind their respective interests in the Land to the obligations in this Deed.

## **1 DEFINITIONS**

- 1.1 For the purposes of this Deed the following expressions shall where the context admits have the following meanings:

“1990 Act”	means the Town & Country Planning Act 1990 as amended or re-enacted from time to time
“1999 Act”	means the Contracts (Rights of Third Parties) Act 1999 as amended or re-enacted from time to time
“BNG Land”	means the land edged red on the BNG Plan which is in the District of East Hertfordshire
“BNG Plan”	means the plan titled “Site Location Plan (Off-Site BNG Land) (ref: 002.21 002 Rev P0) at Schedule 1
“CIL Tests”	the tests set out in Regulation 122(2) of the CIL Regulations
“CIL Regulations”	the Community Infrastructure Regulations 2010
“Decision Letter”	the decision letter issued by the Secretary of State or the Planning Inspectorate confirming whether or not the Planning Application is granted
“Development”	means the development authorised by the Permission
“Expert”	means a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the relevant parties or failing agreement such person as is nominated by the President for the time being of the Royal

Institution of Chartered Surveyors on the application of the relevant parties

“Housing Units”

means any housing unit to be constructed on the Land as part of the Development and including all Open Market Housing Units and Affordable Housing Units

“Implementation Date”

means the date specified by the Site Owners and/or the Developer to the Council in a written notice served upon the Council as the date upon which the Development authorised by the Permission is to be commenced or if no such notice is served the date of Implementation and “Implement” and “Implemented” shall be construed accordingly

“Implementation”

means the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Permission PROVIDED ALWAYS for the purposes of this Deed Implementation shall exclude:

- (a) site investigations or surveys;
- (b) archaeological works;
- (c) site decontamination;
- (d) the demolition of any existing buildings or structures
- (e) excavation works;
- (f) the clearance or re-grading of the Land;
- (g) the erection of hoardings and fences;
- (h) works connected with infilling;
- (i) works for the provision or diversion of drainage or mains services to prepare the Land for development; or

	(j) the construction of access and service roads;
	and “Implement” and “Implemented” shall mutatis mutandis be construed accordingly
“Inspector”	a planning inspector appointed by the Planning Inspectorate to determine the Planning Application on behalf of the Secretary of State
“Land”	means the land shown for identification purposes only edged in red on the Plan
“Obligation Area”	means the Land and the BNG Land
“Occupation”	means occupation of a building constructed as part of the development of the Land for the purposes permitted by the Permission and shall not include day time occupation by workmen involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the temporary storage of plant and material and “Occupied” and “Occupy” shall mutatis mutandis be construed accordingly
“Open Market Housing Units”	means the Housing Units to be constructed in accordance with the Permission which are not Affordable Housing Units
“Owners”	the Site Owners and the BNG Owner together
“Permission”	means the planning permission as may be granted pursuant to the Planning Application or any variation to that permission granted pursuant to an application under Section 73 of the 1990 Act
“Plan”	means the plan (ref: 002.21 001 Rev P02) at Schedule 1

“Planning Application”	means the outline application made by the Developer and registered by the Planning Inspectorate with reference [●] for [●]
“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
“Secretary of State”	the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and including any successor in function
“Site Owners”	means the First Owner, the Second Owner, the Third Owner and the Fourth Owner
“Working Days”	means any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year’s Day

## **2 LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Council and the Enforcing Authority pursuant to the powers in section 111 Local Government (Miscellaneous Provisions) Act 1972 section 33 of the Local Government (Miscellaneous Provisions) Act 1982 sections 12 and 93 Local Government Act 2003 section 1 of the Localism Act 2011 and all other enabling powers
- 2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the 1990 Act enforceable by the Council and the Enforcing Authority (as appropriate) and relate to the Obligation Area
- 2.3 Subject to the provisions of [Clause 4.1 and Paragraph 3 to Schedule 2] of this Deed, covenants given by more than one party can be enforced against them individually or jointly

- 2.4 A reference to an Act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that Act, and reference to a gender or person includes all genders or classes of person
- 2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.6 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council and the Enforcing Authority the successors to their respective statutory functions
- 2.7 Representatives of the Council may enter any part of the Obligation Area at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
- 2.7.1 they adhere to all reasonable health and safety requirements;
  - 2.7.2 they do not enter into any buildings situated in the vicinity of these areas; and
  - 2.7.3 save for in the event of an emergency the Council (or their representatives) give at least five days' prior written notice to the owner of the relevant part of the Obligation Area that they are to enter any such area
- 2.8 Representatives of the Enforcing Authority may enter any part of the BNG Land at any reasonable time to ascertain whether the terms of Schedule 5 of this Deed are being or have been complied with provided that:
- 2.8.1 they adhere to all reasonable health and safety requirements;
  - 2.8.2 they do not enter into any buildings situated in the vicinity of these areas; and
  - 2.8.3 save for in the event of an emergency the Enforcing Authority (or their representatives) give at least five days' prior written notice to the owner of the relevant part of the BNG Land that they are to enter any such area

### **3 CONDITIONALITY**

This Deed is conditional upon:

- 3.1 the grant of the Permission; and



3.2 the Implementation of the Development.

save for the provisions of this clause and clauses [2, 4.3, 4.4, 4.5, 4.6, 5.2, 5.4, 6, 7, 8 and 9] which shall come into effect immediately on completion of this Deed

#### **4 COVENANTS**

4.1 The Owners covenant with the Council and the Enforcing Authority for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed and its Schedules and it is AGREED (subject to Clause 7.1 hereof) for the avoidance of all doubt that the obligations and covenants in this Deed and its Schedules shall not be joint and several and shall only be enforceable against:

4.1.1 the Site Owners in respect of covenants relating to the Land; and

4.1.2 the Site Owners and the BNG Owner in respect of covenants relating to the BNG Land.

4.2 The Council and the County Council and the Enforcing Authority covenant separately with the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the BNG Owner and the Developer to comply with their respective requirements contained in this Deed and its Schedules

#### **5 NOTICE OF IMPLEMENTATION**

5.1 The Site Owners will give the Council not less than 10 Working Days' notice of intention to Implement the Permission specifying the intended Implementation Date

5.2 The Site Owners will give the Council notice of Implementation within 10 Working Days' of the Implementation Date

#### **6 PROVISOS AND INTERPRETATION**

6.1 No provision of this Deed shall be interpreted so as to affect contrary to law the rights powers duties and obligations of the Council in the exercise of any of their statutory functions or otherwise

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

- 6.3 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default
- 6.4 Any provision contained in this Deed requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed
- 6.5 The headings in this Deed do not affect its interpretation
- 6.6 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this Deed
- 6.7 Unless the context otherwise so requires:
- 6.7.1 references to the Council, the County Council, the Enforcing Authority, the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the BNG Owner, the BNG Land Mortgagee and the Developer include their permitted successors and assigns and successors to their statutory functions (as appropriate)
- 6.7.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and
- 6.7.3 references to any gender include both genders

## **7 AGREEMENTS AND DECLARATIONS**

- 7.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Obligation Area or that part of the Obligation Area in respect of which such breach occurs (unless the breach occurred before he disposed of his interest) AND FOR THE AVOIDANCE OF DOUBT neither the reservation of any rights or the inclusion of any covenants over the Obligation Area in any transfer of the Obligation Area (or any part of the Obligation Area) shall constitute an interest for the purposes of this Clause
- 7.2 Subject to Clause 8, the obligations contained in the Schedules shall absolutely cease and determine without further obligation upon the Owners or the Developer or

the mortgagee or their successors in title if the Permission is revoked, quashed, is modified without the consent of the Owners or the Developer expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission

- 7.3 The obligations under this Deed shall not be enforceable against persons who purchase or take leases of the Housing Units (save that Part 1 of Schedule 2 shall apply to any person acquiring an Affordable Housing Unit as set out therein and Part 2 of Schedule 2 shall apply to any person acquiring the First Home as set out therein and Paragraph 2.3 of Schedule 4 shall apply to owners and occupiers of Self-Build and Custom Housebuilding Plots) or their successors in title chargees mortgagees or receivers nor against any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function
- 7.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission)
- 7.5 This Deed constitutes a Local Land Charge and shall be registered as such provided that the Council will upon the happening of any of the eventualities referred to in Clauses 7.2 and 7.3 or upon the determination of this Deed howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this Deed
- 7.6 If in determining the Planning Application the Secretary of State or the Inspector expressly states in the Decision Letter that any planning obligation or any part of any planning obligation contained in this Deed:
- 7.6.1 is not a material planning consideration; and/or
  - 7.6.2 can be given no weight in determining the Appeal; and/or
  - 7.6.3 does not constitute a reason for granting Permission in accordance with the CIL Tests; and/or
  - 7.6.4 is otherwise inappropriate or unnecessary; and/or
  - 7.6.5 are secured by or imposed as a planning condition on the Permission,

then subject to Clause 6.2 of this Deed such planning obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed save as set out in the Decision Letter

## **8 SECTION 73 APPLICATIONS**

If the Council agrees in writing following an application under section 73 of the 1990 Act to vary or release of any condition contained in the Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the Council in determining the application for the new planning permission indicates in writing that consequential amendments are required to this Deed to reflect the impact of the section 73 application and a separate deed under section 106 of the 1990 Act will be required by agreement of the parties to this Deed to secure relevant planning obligations relating to the new planning permission

## **9 EXCLUSION OF THE 1999 ACT**

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

## **10 NOTICES**

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

10.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Deed to be made which are addressed to the Council shall be addressed to the Assistant Director Planning and Building Control of that Council

## **11 ENTIRE AGREEMENT**

This Deed the schedules and the documents annexed hereto or otherwise referred to herein contain the whole Deed between the parties relating to the subject matter

hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter

## **12 COSTS**

12.1 Upon the execution of this Deed the [Developer] will pay the reasonable legal costs of the Council and the County Council and the Enforcing Authority in connection with the negotiation and preparation thereof; and

12.2 Prior to the Implementation Date to pay the Council's monitoring fees in the sum of £[xxx] ([xxx] pounds) and the County Council's monitoring fees in the sum of £[xxx] ([xxx] pounds) and the Enforcing Authority's monitoring fees in the sum of £[xxx] ([xxx] pounds) to be applied towards administration costs of monitoring the performance of the planning obligations contained herein.

## **13 DETERMINATION OF DISPUTES**

13.1 Any dispute relating to or arising out of the terms of this Deed shall be referred to the Expert for determination of that dispute provided that the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any matter relating to this Deed by the courts and/or in accordance with Section 106(6) of the 1990 Act

13.2 The Expert shall be appointed jointly by the relevant parties who are in dispute

13.3 The decision of the Expert shall be final and binding upon the relevant parties who are in dispute and subject to the following provisions:

13.3.1 the charges and expenses of the Expert shall be borne equally between the relevant parties who are in dispute unless the Expert shall otherwise direct;

13.3.2 the Expert shall give the relevant parties who are in dispute an opportunity to make representations and counter representations to him before making his decision;

13.3.3 the Expert shall make his decision within the range of any representations made by the relevant parties who are in dispute themselves;

13.3.4 where there is a dispute as to the amount of any contribution the Site Owners liable for such contribution shall pay its estimate of such contribution to the Council (as appropriate) at the time specified in this Deed and shall pay any

difference between that figure and the amount determined by the Expert within 20 Working Days of the Expert's decision together with interest thereon calculated from the date the payment was required until the date it is made

**14 MORTGAGEE CONSENT**

The BNG Land Mortgagee consents to this Deed so that its interest in the BNG Land registered at the Land Registry under title number HD171282 is bound by the obligations contained in this Deed and agrees that its security over the BNG Land takes effect subject to the provisions of this Deed PROVIDED THAT the BNG Land Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of any part of the BNG Land registered with title number HD171282. For the avoidance of doubt any person acquiring title to any part of the BNG Land as a result of the BNG Land Mortgagee enforcing its security will be bound by the terms of this Deed

**15 JURISDICTION**

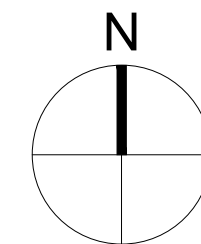
This Deed shall be governed by the laws of England and the Courts of England shall have sole jurisdiction in respect of the construction of this Deed and as to the respective rights and liabilities of the parties.

**SCHEDULE 1**

**The Plan**

**The BNG Plan**

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Revision	Date	Note	Amended	Checked
Rev	Date	Note		



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Project Title  
**Land at Pines Hill**  
**Stansted Mountfitchet**  
 Clients Details  
 Luxus Homes

Drawing Title  
**Site Location Plan**

BIM Number	-	Scale	Date	Drawn	Checked
		1:1250 @ A3	August 2021		

Drawing Status  
**Planning**

Project No.	Drawing No.	Status	Revision
002.21	001	-	P02





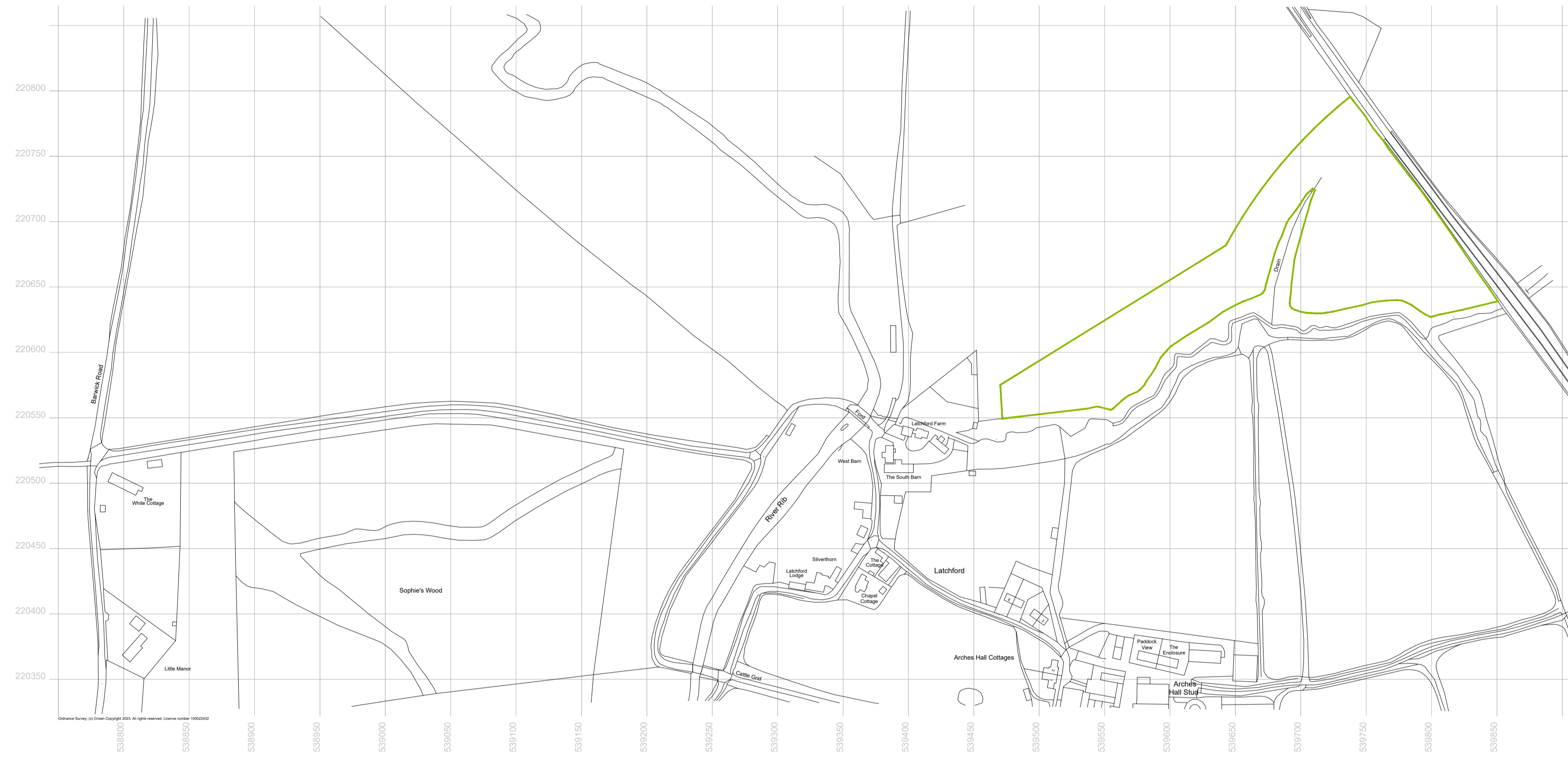
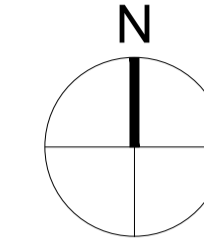
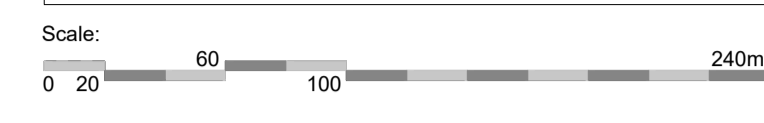
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Land adjacent to Latchfield Farm, Morley Lane, Standon, Hertfordshire, SG11 1QZ  
 Tel 39648 20685

Key

Proposed location of off-site land for BNG provision

Revision Note & Date

Rev	Date	Note	Amended	Checked
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# ON ARCHITECTURE

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Project Title  
**Land at Pines Hill**  
 Stansted Mountfitchet  
 Client Details  
**LUXUS Homes**

Drawing Title  
**Site Location Plan (Off-Site BNG Land)**

BIM Number

Scale	Date	Drawn	Checked
1:2500@A1	Feb 2023	SH	JR

Drawing Status

Planning

Project No.	Drawing No.	Status	Revision
002.21	002	-	P0

## SCHEDULE 2

### Affordable Housing

In this Schedule (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

“Additional First Homes Contribution” means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 5.8, 5.9 or 7 of Part 2 of this Schedule 2, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any First Homes 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 First Homes Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

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.

“Affordable Housing Land” shall mean the land on which the s will be constructed in accordance with the Permission

“Affordable Housing Units”	shall mean the units of accommodation to be constructed on the Land for persons unable to compete for housing on the open market pursuant to this Schedule 2
“Affordable Rented Units”	shall mean Affordable Housing Units which comply with the Government’s rent policy for Affordable Rent and otherwise complies with the definition of “Affordable housing for rent” at part a) of the definition of affordable housing at Annex 2 of the NPPF or as otherwise agreed with the Council in writing
“Allocations Policy”	shall mean the UDC Allocations Policy at Part 3 of this Schedule 2 or any subsequent approved allocations policy replacing that policy
“Approved Body”	shall mean any registered provider registered with Homes England or successor organisation any body organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
“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
“Compliance Certificate”	means the certificate issued by the Council confirming that a Housing Unit is being disposed

of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Part 2 of this Schedule 2 applies the Eligibility Criteria (Local)

“Discount Market Price”

means a sum which is the Market Value discounted by at least 30%

“Disposal”

means a transfer of the freehold interest in a First Home other than:

- (a) a letting or sub-letting in accordance with paragraph 6 of Part 2 of this Schedule 2
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner
- (c) an Exempt Disposal

and “Disposed” and “Disposing” shall be construed accordingly

“DPA Waiver”

a waiver issued by Homes England (or such other body with power to issue such a waiver) which would have the effect of waiving Designated Protection Area Help to Buy Shared Ownership Funding conditions relating to staircasing ownership of Shared Ownership Units

“Eligibility Criteria (Local)”

means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

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

any or all of criteria (i) (ii) and (iii) below are met:

- (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
- (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
- (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

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.

“Eligibility Criteria (National)”

means criteria which are met in respect of a purchase of a First Home if:

- (i) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (ii) 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).

“Eligible Person”

shall mean a person or persons on the Housing Register that meets the qualifying criteria within the Allocations Policy (unless otherwise agreed by the Council in writing)

“Exempt Disposal”

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

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Housing Unit (and for the avoidance of doubt 8 of Part 2 of this Schedule 2 shall apply to such sale)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7 of Part d2 of this Schedule 2

“First Home”

means a Housing Unit which may be disposed of as a freehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

“First Homes 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.]

“First Homes Mortgagee”

means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home

“First Homes Owner”

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

- (a) the Developer; or
- (b) another 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 6 of Part 2 of this Schedule 2

“First Time Buyer”

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

“HomeBuy Agent 3”	shall mean the zone agent keeping a register of persons seeking Shared Ownership Units for Essex
“Homes England”	shall mean the body set up pursuant to section 1 of the Housing and Regeneration Act 2008 or any successor organisation
“Housing Register”	means a register of Eligible Persons kept and maintained by the Council (unless otherwise agreed by the Council in writing)
“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



“Leaseholder”	shall mean the person or persons to whom an Affordable Housing Unit sold as a Shared Ownership Unit as allocated in accordance with this Deed
“Market Value”	Means in respect of a First Home the open market value as assessed by a Valuer 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 30% discount in the valuation
“Open Market Value”	means the best price at which the sale of an interest in an Affordable Housing Unit would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing buyer and a willing seller, (ii) any restrictions imposed on an Affordable Housing Unit by this Deed are disregarded (iii) there has been a reasonable period within which to negotiate the sale (iv) the Affordable Housing Unit has been freely exposed to the market (v) and both the buyer and the seller acted knowledgeably prudently and without compulsion
“Nominated Person”	shall mean a person or persons nominated by the Council in accordance with the Nomination Rights Agreement (unless otherwise agreed in writing by the Council) and reference to “Nominated Persons” shall be construed accordingly
“Nomination Rights Agreement”	shall mean the nomination agreement in the substantially the form of the draft appended at [Appendix 1] (unless otherwise agreed in writing by the Council) in respect of the rights of the Council to nominate the occupants on the first and

	subsequent lettings in respect of the Affordable Rented Units (as Nominated Persons)
“NPPF”	the National Planning Policy Framework published in July 2021 or any subsequent revision or amendment of this document
“Practical Completion”	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
“Price Cap”	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
“SDLT”	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
“Secretary of State”	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
“Shared Ownership Units”	shall mean Affordable Housing Units which will be offered for shared ownership to persons in need of affordable housing in accordance with Part 1 of Schedule 2
“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

## Part 1

### Affordable Housing Units

1 The Site Owners hereby covenant with the Council:

1.1 The Affordable Housing Units shall comprise either:

1.1.1 52% (fifty two percent) of the Housing Units constructed in accordance with the Permission (unless otherwise agreed in writing between the Council and the Site Owners); or

1.1.2 in the event the Secretary of State or the Inspector determines pursuant to the Planning Application and finds in the Decision Letter that the quantum of the Affordable Housing Units that should be provided as part of the Development should be a 40% (forty percent) of the Housing Units constructed in accordance with the Permission then the quantum of Affordable Housing Units to be provided as part of the Development and pursuant to this Schedule 2 shall be 40% (forty percent) of the Housing Units

PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%

1.2 The tenures and mix of the Affordable Housing Units will be 25% First Homes, [●]% ([●] percent) Affordable Rented Units and [●]% ([●] percent) Shared Ownership Units (unless otherwise agreed in writing between the Council and the Site Owners) 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%

1.3 Unless otherwise agreed in writing with the Council prior to the Occupation of the first (1st) Open Market Housing Unit the Site Owners shall:

EITHER

transfer the Affordable Housing Land to an Approved Body as a freehold estate

OR

complete a binding agreement with an Approved Body (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

PROVIDED THAT this paragraph 1.3 shall not apply to First Homes (where Part 2 of this Schedule 2 shall instead apply) and if the Council agree in writing that the transfer of any Affordable Housing Units to an Approved Body is not required (and an alternative method of provision is agreed) there shall be no requirement to transfer such Affordable Housing Units or the relevant part of the Affordable Housing Land to an Approved Body and no requirement to complete such a binding agreement with an Approved Body

- 1.4 Not to Implement the Development until a plan showing the tenure and location of the Affordable Housing Units has been submitted to and approved in writing by the Council PROVIDED THAT such approval shall include reserved matters approval where the application for such approval includes such a plan and that plan is approved and that this paragraph 1.4 shall not apply to First Homes (where Part 2 of this Schedule 2 shall instead apply)
- 1.5 Prior to the Occupation of 60% (sixty percent) of the Open Market Housing Units to be constructed in accordance with the Permission the Affordable Housing Units shall be substantially completed and ready for Occupation and transferred to an Approved Body as a freehold estate (if not already transferred in accordance with paragraph 1.3 of this Part 1 of Schedule 2) PROVIDED THAT this paragraph 1.5 shall not apply to First Homes (where Part 2 of this Schedule 2 shall instead apply) and if the Council (at its sole discretion) agrees in writing that the transfer of any Affordable Housing Units to an Approved Body is not required (and an alternative method of provision is agreed) there shall be no requirement to transfer such Affordable Housing Units to an Approved Body
- 1.6 Thereafter no Affordable Housing Unit and shall be Occupied (save for First Homes where this paragraph 1.6 shall not apply (where Part 2 of this Schedule 2 shall instead apply)) unless there is compliance with the following paragraphs 1.6.1 to 1.6.5 of this Part 1 of Schedule 2 (unless an alternative method of provision of any Affordable Housing Units is agreed pursuant to paragraph 1.5 above in which case the following paragraphs 1.6.1 to 1.6.5 of this Part 1 of Schedule 2 shall not apply to those Affordable Housing Units):

- 1.6.1 Upon completion of the Affordable Housing Units and thereafter the Approved Body will allocate each Affordable Housing Unit to a Nominated Person provided by the Council or the HomeBuy Agent 3 in accordance with the following provisions:
- 1.6.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of an Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved Body will give notice thereof to the Council as regards the Affordable Rented Unit and the HomeBuy Agent 3 as regards the Shared Ownership Unit;
- 1.6.1.2 Within twenty (20) Working Days or such other time as is agreed between the Approved Body and the Council of receiving the notice from the Approved Body under the provisions of paragraph 1.6.1.1 above as regards an Affordable Rented Unit the Council will give details of the Nominated Person for each Affordable Rented Unit to the Approved Body;
- 1.6.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 1.6.1.2 above from the Council the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and the Council offer to grant the tenancy of the Affordable Rented Unit to the Nominated Person;
- 1.6.1.4 Comply with the requirements of the HomeBuy Agent 3 as to the transfer and lease of the Shared Ownership Unit to the Nominated Person
- 1.6.2 If the Council fails to give details of a Nominated Person under the provisions of paragraph 1.6.1.2 or the HomeBuy Agent 3 fails to give details of a Nominated Person the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit

- 1.6.3 Where the Council fails to give details of a Nominated Person under the provisions of paragraph 1.6.1.2 above or the HomeBuy Agent 3 fails to give details of a Nominated Person and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 1.6.2 above the Approved Body may grant a tenancy of an Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its Allocations Policy
- 1.6.4 In respect of any of the Affordable Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units the Council shall in accordance with paragraph 1.6.1 above be given the sole opportunity by the Approved Body to nominate the Nominated Persons in accordance with the Nomination Rights Agreement
- 1.6.5 The terms of the tenancy agreements for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of Homes England
- 1.6.6 The Approved Body will not:
- 1.6.6.1 Transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has (subject to the issue of any DPA Waiver required to facilitate this or compliance with any applicable arrangements requiring the Leaseholder to sell 100% of the equity of any Shared Ownership Unit back to the Approved Body or Approved Body's nominee at Open Market Value if the Shared Ownership Unit is subject to Help to Buy Shared Ownership Funding) acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this Deed;

1.6.6.2 Sell let or dispose (except by way of legal charge) 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 paragraph 1.6.7 of this Part 1 Schedule 2

1.6.7 The Approved Body will give the Council one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has (subject to the issue of any DPA Waiver required to facilitate this or compliance with any applicable arrangements requiring the Leaseholder to sell 100% of the equity of any Shared Ownership Unit back to the Approved Body or Approved Body's nominee at Open Market Value if the Shared Ownership Unit is subject to Help to Buy Shared Ownership Funding) acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire

1.6.8 Any Chargee (and for the purposes of this paragraph the expression "Chargee" shall mean any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under 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 Approved Body or any successor in title to such mortgagee or chargee or Receiver or persons or bodies deriving title through or under such mortgagee or chargee or Receiver) shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 3 (three) months' prior notice to UDC of its intention to dispose and:

(a) in the event that UDC responds within 3 (three) months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall cooperate with such arrangements and use its reasonable

endeavours to complete such transfer no later than 3 (three) months after the Council's receipt of the Chargee's notice; and

- (b) if UDC does not respond within 3 (three) months from receipt of the Chargee's notice and/or the Chargee has not within 3 (three) months of the Council's receipt of the Chargee's notice completed a transfer pursuant to paragraph 1.6.8(a) despite using its reasonable endeavours then provided that the Chargee has complied with its obligations under paragraph 1.6.8(a) (if applicable) the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Part 1 Schedule 2 which shall from the time of completion of the disposal of the relevant Affordable Housing Unit by the Chargee cease to apply

PROVIDED THAT (i) at all times the rights and obligations in this paragraph 1.6.8 shall not require the Chargee to act contrary to its duties under the charge or mortgage; and (ii) the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage including all accrued principal monies, interest, costs and expenses

1.6.9 The terms of this Deed shall not be binding on:

1.6.9.1 a Leaseholder of a Shared Ownership Unit who has (subject to the issue of any DPA Waiver required to facilitate this or compliance with any applicable arrangements requiring the Leaseholder to sell 100% of the equity of any Shared Ownership Unit back to the Approved Body or Approved Body's nominee at Open Market Value if the Shared Ownership Unit is subject to Help to Buy Shared Ownership Funding) staircased to 100% ownership or any mortgagee or chargee of such Leaseholder or any successor in title thereto and their respective mortgagees and chargees;

1.6.9.2 a tenant of an Affordable Rented Unit who has exercised the right to acquire pursuant to the Housing Act 1996 (as amended) or any statutory provision for the time being in force (or any



equivalent contractual right) in respect of a particular Affordable Housing Unit, or any mortgagee or chargee of such tenant or any successor in title thereto and their respective mortgagees and chargees; or

1.6.9.3 a person who has exercised any statutory or voluntary right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit, or any mortgagee or chargee of such tenant or any successor in title thereto and their respective mortgagees and chargees

1.6.10 If the Affordable Housing Units are vested or transferred to another provider pursuant to a proposal made by the Homes England pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Deed shall continue (notwithstanding paragraph 1.6.8 above) in respect of such other provider

1.6.11 Should Homes England be abolished and its functions not be replaced by any other statutory body the Council shall fulfil the functions of the HomeBuy Agent 3

## **Part 2**

### **First Homes**

#### **1 OBLIGATIONS**

1.1 Unless otherwise agreed in writing by the Council, the Site Owners for and on behalf of themselves and their 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 covenants with the Council as set out in this Part 2 of Schedule 2 save that

1.1.1 paragraphs 2, 3, 4 and 5 shall not apply to a First Homes Owner;

1.1.2 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

1.1.3 Paragraph 8 applies as set out therein.

#### **2 PROVISION OF FIRST HOME**

2.1 The Site Owners hereby covenant with the Council to provide and retain 25% (twenty five percent) of the Affordable Housing Units as shown on the plan approved pursuant to paragraph 1.4 of Part 1 Schedule 2 as First Homes (unless otherwise agreed in writing with the Council) in perpetuity subject to the terms of this Schedule PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%

#### **3 CLUSTERING**

3.1 The First Homes shall not be visually distinguishable from the Open Market Housing Units based upon their external appearance unless otherwise approved by the Council

3.2 The internal specification of the First Homes shall not by reason of their being a First Home be inferior to the internal specification of the equivalent Open Market Housing Units but, subject to that requirement, variations to the internal specification of the First Homes shall be permitted

4 DEVELOPMENT STANDARD

4.1 The First Homes shall be constructed to no less than the standard applied to the Open Market Housing Units.

5 DELIVERY MECHANISM

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

5.1.1 the Eligibility Criteria (National); and

5.1.2 the Eligibility Criteria (Local) (if any)

5.2 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 5.1.2 of this Part 2 of Schedule 2 shall cease to apply

5.3 Subject to paragraphs 5.6 to 5.10 of this Part 2 of Schedule 2, a First Home shall not 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

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

5.4.1 the Council has been provided with evidence that:

5.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.2 of this Part 2 of Schedule 2 applies meets the Eligibility Criteria (Local) (if any)

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

5.4.1.3 the transfer of the First Home includes:

- a) a definition of the "Council" which shall be Uttlesford District Council of Council Offices London Road Saffron Walden Essex CB11 4ER
- b) a definition of "First Homes Provisions" in the following terms:  
 "means the provisions set out in paragraphs 5.1 to 5.9 of Part 2 of Schedule 2 of the Planning Obligation a copy of which is attached hereto as the Annexure."
- c) A definition of "Planning Obligation" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] between Jerzy Krzysztof Dziedzic, Teresa Anna Maria Polley and Zofia Teresa Longley (1); Teresa Anna Maria Polley and Stewart James Polley (2); Zofia Teresa Longley (3); Jerzy Krzysztof Dziedzic (4); Rex Whitford Pearman and Jeffrey Walter Pearman (5); Barclays Security Trustee Limited (6); Luxus Homes Stoney Common Limited (7); Essex County Council (8); Uttlesford District Council (9); and East Hertfordshire District Council (10)
- 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

5.4.2 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 5.3 and 5.4.1 of this Part 2 of Schedule 2 have been met

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

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

5.6 The owner of a First Home (which for the purposes of this clause shall include the Site Owners 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:

5.6.1 the Housing Unit has been actively marketed as a First Home for six (6) months in accordance with Clauses 5.1 and 5.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Housing Unit as a First Home but it has not been possible to Dispose of that Housing Unit as a First Home in accordance with paragraphs 5.3 and 5.4.1 of this Part 2 of Schedule 2; or

5.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.6.1 of this Part 2 of Schedule 2 before being able to Dispose of the Housing Unit other than as a First Home would be likely to cause the First Homes Owner undue hardship

5.7 Upon receipt of an application served in accordance with paragraph 5.6 of this Part 2 of Schedule 2 the Council shall have the right (but shall not be required) to direct that the relevant Housing Unit is disposed of to it at the Discount Market Price

5.8 If the Council is satisfied that either of the grounds in paragraph 5.6 of this Part 2 of Schedule 2 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 5.6 of this Part 2 of Schedule 2 that the relevant Housing Unit may be Disposed of:

5.8.1 to the Council at the Discount Market Price; or

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

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Housing Unit apart from paragraph 5.10 of this Part 2 of Schedule 2 which shall cease to apply on receipt of payment by the Council where the relevant Housing Unit is disposed of other than as a First Home

5.9 If the Council does not wish to acquire the relevant Housing Unit itself and is not satisfied that either of the grounds in paragraph 5.6 of this Part 2 of Schedule 2 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Housing Unit as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Housing Unit as a First Home he may serve notice on the Council in accordance with paragraph 5.6 of this Part 2 of Schedule 2 following which the Council must within 28 days issue confirmation in writing that the Housing Unit may be Disposed of other than as a First Home

5.10 Where a Housing Unit is Disposed of other than as a First Home in accordance with paragraphs 5.8 or 5.9 of this Part 2 of Schedule 2 above the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

5.11 Upon receipt of the Additional First Homes Contribution the Council shall:

5.11.1 within 1 working day of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.5 of this Part 2 of Schedule 2 where such restriction has previously been registered against the relevant title

5.11.2 apply all monies received towards the provision of Affordable Housing

5.12 Any person who purchases a First Home free of the restrictions in Part 2 of Schedule 2 of this Deed pursuant to the provisions in paragraphs 5.9 and 5.10 of this Part 2 of Schedule 2 shall not be liable to pay the Additional First Homes Contribution to the Council.

6 USE

6.1 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 6.1.1 to 6.1.4 of this Part 2 of Schedule 2 below.

6.1.1 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.

6.1.2 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.

6.1.3 A letting or sub-letting permitted pursuant to paragraph 6.1.1 or 6.1.2 of this Part 2 of Schedule 2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

6.1.4 Nothing in this paragraph 6 of this Part 2 of Schedule 2 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.

## 7 MORTGAGEE EXCLUSION

7.1 The obligations in paragraphs 1 to 6 of this Part 2 of Schedule 2 of this Deed in relation to First Homes shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or Receiver PROVIDED THAT:

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

7.1.2 once notice of intention to Dispose of the relevant First Home has been given by the First Homes Mortgagee or Receiver to the Council the First Homes Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 7.1.3 of this Part 2 of Schedule 2



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

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

7.1.4.1 forthwith issue a completed application to the purchaser of that Housing Unit to enable the removal of the restriction on the title set out in paragraph 6.5 of this Part 2 of Schedule 2; and

7.1.4.2 apply all such monies received towards the provision of Affordable Housing

**Part 3**

**Allocations Policy**

## SCHEDULE 3

### Sports Contributions

1 In this Schedule (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

“Outdoor Playing Pitch Contribution” means the sum of [xxx] per Housing Unit (which shall be forty three thousand one hundred and sixty pounds (£43,160) if 31 Housing Units are to be constructed pursuant to the Permission) which shall be used for the Outdoor Playing Pitch Contribution Purposes

“Sports Contributions” means the Outdoor Playing Pitch Contribution and the Indoor Sport Contribution

“Outdoor Playing Pitch Contribution Purposes” means [xxx]

“Indoor Sport Contribution” means the sum of [xxx] per Housing Unit (which shall be thirty one thousand and thirty four pounds (£31,034) if 31 Housing Units are to be constructed pursuant to the Permission) which shall be used for the Outdoor Playing Pitch Contribution Purposes

“Indoor Sport Contribution Purposes” means [xxx]

2 The Site Owners hereby covenant with the Council:

2.1 To pay the Outdoor Playing Pitch Contribution prior to the Occupation of 75% of the Housing Units and the Site Owners shall not Occupy or permit the Occupation of more than 75% of the Housing Units until the Outdoor Playing Pitch Contribution has been paid to the Council.

2.2 To pay the Indoor Sport Contribution prior to the Occupation of 75% of the Housing Units and the Site Owners shall not Occupy or permit the Occupation

of more than 75% of the Housing Units until the Indoor Sport Contribution has been paid to the Council.

- 3 The Council hereby covenants with the Site Owners as follows:
  - 3.1 To use the Outdoor Playing Pitch Contribution for the Outdoor Playing Pitch Contribution Purposes unless otherwise agreed in writing by the Site Owners.
  - 3.2 To use the Indoor Sport Contribution for the Indoor Sport Contribution Purposes unless otherwise agreed in writing by the Site Owners.
  - 3.3 To place the Sports Contributions in an interest bearing account on receipt from the Site Owners and upon receipt of a request in writing to do so to be received by the Council no sooner than the fifth (5th) anniversary of the date of payment to the Council to return to the Site Owners any part of the Sports Contributions which remain unexpended at the end of the fifth (5th) anniversary of the date of payment to the Council together with interest accrued calculated at the [xxx] from the date of payment until the date the unexpended part is actually repaid on the unexpended part
  - 3.4 Upon receipt of a written request(s) from the Site Owners the Council shall provide the Site Owners with a statement confirming whether the Sports Contributions have been spent and if the Sports Contributions have been spent in whole or in part outlining how the Sports Contributions have in whole or in part been spent.

## SCHEDULE 4

### **Self-Build and Custom Housebuilding Plots**

1 In this Part (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

“Protected Occupation Period” means the period of three years beginning with the first Occupation of a Housing Unit constructed on a Self-Build and Custom Housebuilding Plots by the initial owner and ending on the third anniversary thereof

“Qualifying Self-Build and Custom Housebuilding Developer” means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals) who satisfy all of the following criteria:

- aged 18 or older;
- a British citizen, a national of a EEA State other than the United Kingdom, or a national of Switzerland; and
- seeking (either alone or with others) to acquire a serviced plot of land in the Council’s district to commission or build a house to occupy as that individual’s sole or main residence
- who has had a primary input into the design and layout of the Self-Build and Custom Housebuilding Plots

“Self-Build and Custom Housebuilding” is as defined in section 1(A1) and (A2) of the Self-build and Custom Housebuilding Act 2015 (as amended)

“Self-Build and Custom Housebuilding Scheme” a scheme for the provision of Self-Build and Custom Housebuilding on the Self-Build and Custom Housebuilding Plots to include:

- the indicative location of the individual Self-Build and Custom Housebuilding Plots;
- details of the servicing arrangements for the Self-Build and Custom Housebuilding;
- details of how the Self-Build and Custom Housebuilding Plots shall be marketed and made available to those on the Self-Build and Custom Housebuilding Register which FOR THE AVOIDANCE OF DOUBT shall include the length of that marketing period and provisions which allow the Self-Build and Custom Housebuilding Plots to be sold as Open Market Housing Units in the event that the Self-Build and Custom Housebuilding Plots are not disposed of to those on the Self-Build and Custom Housebuilding Register following nine (9) months of marketing (or such other period as agreed by the Council in writing)

“Self-Build and Custom Housebuilding Plots”

means the part of the Land to be provided pursuant to the provisions in this Schedule 4 to enable construction of four (unless such other percentage or number is agreed in writing between the Council and the Site Owners) of the Housing Units as Self-Build and Custom Housebuilding and “Self-Build and Custom Housebuilding Plot” shall be construed accordingly

“Self-Build and Custom Housebuilding Register”

means the Council’s self and custom build register maintained pursuant to section 1 of the Self-build and Custom Housebuilding Act 2015 (as amended)

2 The Site Owners hereby covenant with the Council:

- 2.1 Not to Implement the Development or allow Implementation on the Development until the Self-Build and Custom Housebuilding Scheme has been submitted to and approved in writing by the Council
- 2.2 Unless otherwise agreed in writing with the Council not to permit more than 80% of the Open Market Housing Units to be Occupied until the Self-Build and Custom Housebuilding Plots are first made available in accordance with the approved Self-Build and Custom Housebuilding Scheme
- 2.3 The first Occupation of each Self Build and Custom Housebuilding Plot following successful marketing as a Self-Build and Custom Housebuilding Plot in accordance with the Self-Build and Custom Housebuilding Scheme shall only be by a person or persons who:
  - 2.3.1 had a primary input into the design and layout of the Self Build and Custom Housebuilding Plot (as built);
  - 2.3.2 shall occupy the Self Build and Custom Housebuilding Plot for the Protected Occupation Period as his/her sole or main residence

PROVIDED THAT this obligation shall not apply and shall not be enforceable if Self-Build and Custom Housebuilding Plots are sold as Open Market Housing Units as a result of provisions detailed in the Self-Build and Custom Housebuilding Scheme approved under paragraph 2.1 of this Schedule 4
- 2.4 Unless otherwise agreed in writing with the Council (as part of the Self-Build and Custom Housebuilding Scheme or otherwise) the Self-Build and Custom Housebuilding Plots shall only be provided and transferred for the provision of Self-Build and Custom Housebuilding to either:
  - 2.4.1 those on the Self-Build and Custom Housebuilding Register;
  - 2.4.2 a Qualifying Self-Build and Custom Housebuilding Developer; or
  - 2.4.3 such other person or persons approved in writing by the Council prior to any disposal of the Self-Build and Custom Housebuilding Plot in question

## SCHEDULE 5

### BNG Land

1 In this Part (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

“Approved BNG Scheme”	means the BNG Scheme approved pursuant to paragraph 2.1 of this Schedule 5 which shall be in accordance with the Offsite Habitat Creation and Management Plan (Ecology Solutions, February 2023) submitted as part of the Planning Application (or such other BNG Scheme as may be approved by the Council in their absolute discretion)
“BNG Scheme”	a scheme to provide for the creation of a minimum of [16.26] Biodiversity Units
“BNG Monitoring Contribution”	means the sum of [●] which shall be used for the purposes of monitoring compliance with the Approved BNG Scheme and the terms of this Deed relating to the BNG Land
“BNG Report”	means a report prepared in respect of the BNG Land and detailing the performance of the BNG Land against the Approved BNG Scheme
“Biodiversity Units”	means the measure that represents the biodiversity impact of the Development in accordance with the relevant Defra biodiversity metric

2 The Site Owners covenant with the Council:

- 2.1 To submit a BNG Scheme to the Council for approval prior to the Implementation of the Development
- 2.2 To implement the Approved BNG Scheme in accordance with the timetables set out in the Approved BNG Scheme



- 2.3 Not to Occupy or allow the Occupation of more than 50% of the Housing Units unless and until the Approved BNG Scheme has been first implemented
- 2.4 To pay the BNG Monitoring Contribution to the [Council/Enforcing Authority] prior to the first Occupation of any Housing Unit
- 3 The Site Owners and the BNG Owner covenant with the Enforcing Authority:
  - 3.1 To manage and maintain the BNG Land in accordance with the Approved BNG Scheme for a minimum of [30] years unless otherwise agreed in writing with the Council
  - 3.2 To submit a BNG Report to the Council and the Enforcing Authority in accordance with the management and monitoring requirements in the Approved BNG Scheme unless otherwise agreed in writing with the Council
- 4 The Council covenants with the Site Owners and the BNG Owners:
  - 4.1 To consult with the Enforcing Authority before approving the BNG Scheme

## SCHEDULE 6

### Education Contributions

- 1 In this Schedule (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

“Completion Notice” means the notice served by the Site Owners on the County Council pursuant to paragraph 2.5 of this Schedule 6

“Early Years and Childcare Contribution” means the Early Years and Childcare Product multiplied by the cost generator of [£17,422] to which the Relevant Education Indexation shall be added

“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 Purpose” means the design (including feasibility work) and/or delivery and/or provision of facilities for the education and/or care of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within a 3 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 and the Primary Education Contribution and the Secondary Education Contribution

“Education Index” means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the

event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

“Education Index Point”

means a point on the most recently published edition of the relevant index at the time of use

“Education Purposes”

means, the Early Years and Childcare Purpose and Primary Education Purpose and the Secondary Education Purpose

“Flat”

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

“General Index”

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

“General Index Point”

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

“Index”

means the most recently published edition at the time of use of each index used under the terms of this Deed to calculate any amount to be paid with or in addition to the Education Contribution due under the terms of this Deed to add to or reduce the Education Contribution to reflect changes in cost over time

“Index Point”

means a point shown on the relevant Index indicating a relative cost at a point in time

“House”	means a Housing Unit that does not meet the definition of a Flat
“Notice of Implementation”	means the written notice served pursuant to paragraph 2.3 of this Schedule 6
“Payment Notice”	means a written notice advising of a proposed payment served pursuant to paragraph 2.4 of this Schedule 6
“Primary Education Contribution”	means the Primary Pupil Product multiplied by the cost generator of [£15,281] to which the Relevant Education Indexation shall be added
“Primary Education Purposes”	means the design (including feasibility work) and/or delivery and/or provision of facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs in the vicinity deemed by the County Council as serving the Development and/or within the Uttlesford Primary Planning Group 08 as stated in the Essex County Council 10 Year Plan 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 Flats that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms
“Qualifying Houses”	means the number of Houses that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms

“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 in paragraph 7.2 of this Schedule 6 that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change in the General Index between the General Index Point pertaining to January 2020 and the date payment is made to the County Council
“Relevant Education Indexation”	means the amounts that the Site Owners shall pay with and/or agree 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 Index point pertaining to the date payment is made to the County Council
“Secondary Education Contribution”	means the Secondary Pupil Product multiplied by the cost generator of [£17,422] pounds sterling to which the Relevant Education Indexation shall be added
“Secondary Education Purposes”	means the design (including feasibility work) and/or delivery and/or provision of facilities for the education and/or care of children between the ages of 11 to 19 (both inclusive) including those with special educational needs in the vicinity deemed by the County Council as serving the Development and/or at [[●] School] either at its present site or at an alternative site including any successor institution and 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

“Sterling Overnight Index Average (SONIA) Rate” shall mean 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

“Triggers” means when the Education Contributions are or part thereof are due to be paid to the County Council

“Unit Mix” means the number of Qualifying Flats and the number of Qualifying Houses and the number of Housing Units that by definition shall not be counted as Qualifying Flats or Qualifying Houses

2 The Site Owners hereby covenant with the Council:

2.1 to pay twenty five percent (25%) of the Education Contribution to the County Council prior to Implementation of Development and not to Implement the Development until twenty five percent (25%) the Education Contribution has been received by the County Council;

2.2 to pay a further twenty five percent (25%) of the Education Contribution to the County Council prior to the first Occupation of a Housing Unit and not to Occupy any Housing Unit (or cause or allow any Housing Unit to be Occupied) until the County Council a further twenty five percent (25%) the Education Contribution have been received by the County Council;

- 2.3 to pay the remaining fifty percent (50%) of the Education Contribution to the County Council prior to the Occupation of more than 50% of the Housing Units and not to Occupy more than 50% of the Housing Units (or cause or allow more than 50% of the Housing Units to be Occupied) until the County Council has received payment of the remaining fifty (50%) percent of the Education Contribution and 100% of the Education Contribution has thereby been paid to the County Council
  - 2.4 to serve on the County Council the Notice of Implementation not less than one (1) month prior to Implementation stating the expected Implementation Date an estimate of the Triggers and any further information stipulated in the Schedules to this Deed
  - 2.5 to serve on the County Council the Payment Notice between sixty (60) and ten (10) Working Days prior to the date that each and any payment is due to be made to the County Council under this Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed
  - 2.6 to serve on the County Council the Completion Notice within 30 Working Days of all Housing Units being Occupied for the first time stating the date that the last Housing Unit 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 13 of this Deed.
  - 2.7 to serve on the County Council notice of Occupation of the first Housing Unit within 1 (one) month thereof and on a 12 (twelve) monthly basis thereafter indicating the Unit Mix of Occupied Housing Units the Unit Mix of Housing Units that are completed but not Occupied the Unit Mix of Housing Units that are under construction and the Unit Mix of Housing Units where construction work has yet to start at the time the notice is served
- 3 The Notice of Implementation shall in addition to that information stipulated in paragraph 2.4 of this Schedule 6 state the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to the County Council then the Site Owners shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix

being decided and in the further event that the Site Owners fail to serve any notice set out in this Paragraph 2 of this Schedule 6 the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.

4 The Payment Notice shall state the Unit Mix on which the payment is to be based.

5 The Completion Notice shall state the final Unit Mix.

6 The County Council covenants with the Site Owners as follows:

6.1 To place the Education Contribution when received into an interest bearing account and to utilise the same solely for the Education Purposes

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

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

7 It is hereby agreed and declared:

7.1 In the event that the Education Contribution is paid later than dates set out in paragraph 2.1, 2.2 and 2.3 of this Schedule 6 then the amount of the Education Contribution or part thereof payable by the Site 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 is due and the Education Index Point prevailing at the date of actual



payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date payment is due until the date payment of the Education Contribution is received by the County Council

- 7.2 In addition to the requirement of 7.1 of this Schedule 6 above in the event that any sum due to be paid by the Site 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 Site Owners hereby covenant to pay to the County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) plus the Relevant General Indexation for each and every letter sent to the Site Owners pursuant to the debt.
- 7.3 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Site Owners hereby covenant to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution.
- 7.4 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Site Owners and received by the County Council within twenty (20) Working Days of receipt by the Site Owners of the County Council's statement referred to in paragraph 6.3 of this Schedule 6 and shall clearly state the grounds on which the expenditure is disputed.
- 7.5 In the event that no written request is received by the County Council from the Site Owners pursuant to paragraph 6.2 of this Schedule 6 or no valid dispute is raised by the Site Owners pursuant to paragraph 7.4 of this Schedule 6 the Site Owners shall accept the Education Contribution has been spent in full on the Education Purposes as appropriate.

7.6 In the event that the Education Contribution is overpaid by the Site Owners then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Education Contribution or have entered into a legally binding contract or obligation to spend the Education Contribution otherwise the County Council shall upon the Occupation of the final Housing Unit on the Land 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 Site Owners (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Site Owners of such overpayment.

## SCHEDULE 7

### Library Contribution

1 In this Schedule (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

“Library Contribution”	means the sum of [●] per Housing Unit (which shall be twelve thousand nine hundred and eighty nine pounds (£12,989) if 31 Housing Units are to be constructed pursuant to the Permission) to which sum the Relevant Library Indexation shall be added
“Library Contribution Purposes”	means the use of the Library Contribution towards the upgrading of existing facilities at local libraries to include, but not limited to, additional furniture, technology and stock
“Library Index”	means the General Index as defined in Schedule 6
“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 Site Owners 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 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 Site Owners hereby covenant with the County Council:

- 2.1 To pay the Library Contribution to the County Council prior to Implementation of the Development and not to Implement (or allow, cause or Implementation 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 7 then the amount of the Library Contribution or part thereof payable by the Site Owners shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to the County Council multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council;
  - 2.3 In addition to the requirement of paragraph 2.2 above in the event that any sum due to be paid by the Site Owners to the County Council pursuant to this Schedule 7 should not be received by the County Council by the date that the sum is due then the Site Owners hereby covenant to pay to the 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 Site Owners pursuant to the debt.
- 3 In the event that the Library Contribution is overpaid by the Site Owners then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Housing Unit on the Land 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 Site Owners (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Site Owners of such overpayment.
- 4 the County Council hereby covenants with the Site Owners as follows:

- 4.1 to place the Library Contribution when received into an interest bearing account and to utilise the same for the Library Contribution Purposes;
  - 4.2 If requested in writing by the Site Owners no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of the Library Contribution Purposes the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment
  - 4.3 Upon receipt of a written request from the Site Owners prior to the eleventh (11th) anniversary of receipt of the Library Contribution in full the County Council shall provide the Owners with a statement confirming whether the Library Contributions have been spent and if the Library Contribution has been spent in whole or in part outlining how the Library Contribution has in whole or in part been spent.
- 5 It is hereby agreed and declared:
- 5.1 Any dispute in relation to how the Library Contribution has been spent must be raised in writing by the Site 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 4.3 of this Schedule 7 and shall clearly state the grounds on which the expenditure is disputed.
  - 5.2 In the event that no written request is received by the County Council from the Site Owners pursuant to paragraph 4.2 above or no valid dispute is raised by the Site Owners pursuant to paragraph 5.1 of this Schedule 7 the Site Owners shall accept the Library Contribution has been spent in full on the Library Contribution Purposes as appropriate.

## SCHEDULE 8

### Employment Strategy

1 In this Part (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

“Approved Employment Strategy” means the Employment Strategy approved pursuant to paragraph 2.1 of this Schedule 8 or as amended with the prior written approval of the Council from time to time

“Employment Strategy” means a written strategy to facilitate employment and training of Local People within the Development and which shall include (unless otherwise agreed with the Council):

- a) arrangements to procure that any contractor appointed to construct the Development enters into early pre-recruitment engagement with Local People to ensure that they are given the opportunity to learn new skills, notified of potential vacancies and given the opportunity to train and apply for jobs on the Land;
- b) arrangements to work in partnership with the Council, [other relevant organisations to be confirmed] and other relevant agencies to promote access to job opportunities on the Land for Local People;
- c) appointment of an employment co-ordinator to liaise with the organisations referred to in paragraph (b) above and contractors involved in the construction or fitting out of the Development to ensure that Local People seeking work have easy access to information about employment

opportunities on the Site, to encourage and support training and apprenticeships and to ensure the delivery of the employment and skills obligations;

- d) arrangements to work with [entity TBC] to deliver apprenticeship opportunities for Local People during the construction of the Development;
- e) arrangements for the submission to the Council of a quarterly monitoring report prior to completion of the Development to incorporate information on how the targets in the strategy are being met; and
- f) auditing and remedial measures.

“Local People” persons whose principal residence is within [TBC]

2 The Site Owners hereby covenant with the Council:

- 2.1 Not to Implement the Development or allow Implementation on the Development until the Employment Strategy has been submitted to and approved in writing by the Council.
- 2.2 To carry out the requirements of the Approved Employment Strategy in accordance with the timetables set out in the Approved Employment Strategy unless otherwise agreed in writing with the Council.

## **SCHEDULE 9**

### **Council and Enforcing Authority Obligations**

- 1 Covenants between the Council and the Enforcing Authority
  - 1.1 The Council will indemnify the Enforcing Authority against all reasonable costs claims and demands in connection with its obligations in this Deed in relation to any breaches of Schedule 5 to this Deed within the district of East Hertfordshire including where requested the enforcement of any breaches of the obligations at Schedule 5 to this Deed.
  
- 2 Covenants by the Enforcing Authority
  - 2.1 The Enforcing Authority shall keep the Council informed of the nature of any action and/or breaches of Schedule 5 to this Deed and the stage that any such action and/or breaches has reached; and
  
  - 2.2 the Enforcing Authority shall take into account any representations made by the Council and shall agree with the Council in writing any action to be taken against any breaches of Schedule 5 to this Deed.



**Appendix 1**  
**Nomination Rights Agreement**

Executed as a deed by affixing the )  
common seal of **UTTLESFORD** )  
**DISTRICT COUNCIL** in the presence )  
of: )

.....  
Authorised Signatory

Executed as a deed by affixing the )  
common seal of **ESSEX COUNTY** )  
**COUNCIL** in the presence of )

.....  
Authorised Signatory

Executed as a deed by affixing the )  
common seal of **EAST** )  
**HERTFORDSHIRE DISTRICT** )  
**COUNCIL** in the presence of

.....  
Authorised Signatory

Executed as a deed by **JERZY** )  
**KRZYSZTOF DZIEDZIC** in the )  
presence of: )

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....

Executed as a deed by **ZOFIA TERESA** )  
**LONGLEY** in the presence of: )  
)

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....

Executed as a deed by **TERESA ANNA** )  
**MARIA POLLEY** in the presence of: )  
)

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....

Executed as a deed by **STEWART** )  
**JAMES POLLEY** in the presence of: )  
)

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....

Executed as a deed by **REX** )  
**WHITFORD PEARMAN** in the )  
presence of: )

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....

Executed as a deed by **JEFFREY** )  
**WALTER PEARMAN** in the presence )  
of: )

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....

Executed as a deed for and on behalf of )  
**BARCLAYS SECURITY TRUSTEE** )  
**LIMITED** by [ ] )  
as a duly appointed Attorney under a )  
Power of Attorney dated [ ] )  
in the presence of: )

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....

Executed as a deed by **LUXUS HOMES** )  
**STONEY COMMON LIMITED** acting by )  
a director in the presence of: ) .....

Director

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
.....  
.....