

Dated

20 July

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-

JEFFREY WALTER PEARMAN and (as executors of REX WHITFORD PEARMAN (deceased))  
JEFFREY WALTER PEARMAN, VIVIENNE ANNE HODGE and CATHERINE MARY IZZARD

-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

WE CERTIFY THIS TO BE A  
TRUE COPY OF THE ORIGINAL

SIGNED:

DATED: 20-07-2023

HOWES PERCIVAL LLP  
FLINT BUILDINGS, 1 BEDDING LANE  
NORWICH NR3 1RG

 **HOWES  
PERCIVAL**

THIS DEED is dated

20 July

2023

**PARTIES:**

- (1) **Jerzy Krzysztof Dziedzic** of [REDACTED]  
[REDACTED] **Teresa Anna Maria Polley** of [REDACTED]  
[REDACTED] and **Zofia Teresa Longley** of [REDACTED]  
[REDACTED] and all c/o [REDACTED]  
[REDACTED] ("**the First Owner**");
- (2) **Teresa Anna Maria Polley** and **Stewart James Polley** of [REDACTED]  
[REDACTED] ("**the Second Owner**");
- (3) **Zofia Teresa Longley** of [REDACTED]  
[REDACTED] ("**the Third Owner**");
- (4) **Jerzy Krzysztof Dziedzic** of [REDACTED]  
[REDACTED] ("**the Fourth Owner**");
- (5) **Jeffrey Walter Pearman** of [REDACTED]  
and (as the executors of REX WHITFORD PEARMAN (deceased)) **Jeffrey Walter Pearman** of [REDACTED] **Vivienne Anne Hodge** of [REDACTED] and **Catherine Mary Izzard** of [REDACTED] ("**the BNG Owner**");
- (6) **Barclays Security Trustee Limited** (Co. Regn. No. 10825314) in its capacity as security trustee for and on behalf of Barclays PLC and any of its subsidiary undertakings as defined in the Companies Act 2006 whose registered office is at 1 Churchill Place, London E14 5HP and whose address for service is Business Lending Services, 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**"); and
- (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 is situated and are the authorities by whom the planning obligations contained in this Deed are enforceable.
- (B) The County Council is also the local education authority for early years and childcare and statutory age education for the area in which the Land is located.
- (C) The County Council is also the local library authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in the area in which the Land is located.
- (D) The Enforcing Authority is a local planning authority for the purposes of the 1990 Act for the area in which the BNG Land is situated and is entering into this Deed only in relation to the BNG Land and will be responsible subject to the provisions of this Deed for enforcement of the relevant obligations insofar as they relate to the BNG Land.
- (E) The First Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX792163.
- (F) The Second Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX987510.
- (G) The Third Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX788582.
- (H) The Fourth Owner is the registered proprietor of the part of the Land registered at the Land Registry under title number EX788580.

- (I) The Developer has an interest in the Land by way of an agreement dated 31 January 2023.
- (J) The BNG Owner is the registered proprietor of the BNG Land which is registered at the Land Registry under title number HD171282.
- (K) The BNG Land Mortgagee is the registered proprietor of a charge dated 30 July 2012 in relation to the BNG Land.
- (L) The Developer has made the Planning Application and is proposing to carry out the Development.
- (M) The Planning Application is to be determined by a person appointed by the Secretary of State under the provisions set out in section 76D of the 1990 Act and 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 should the Planning Application be granted.
- (N) 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:

"1964 Act"	means the Public Libraries & Museums Act 1964
"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 green 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 P1) at

Schedule 1

"CIL Tests"	the tests set out in Regulation 122(2) of the CIL Regulations
"CIL Regulations"	the Community Infrastructure Regulations 2010
"County Council Monitoring Fee"	shall mean a fee of five hundred and fifty pounds sterling (£550) per obligation due to the County Council under this Deed and for the avoidance of doubt this is a total of two thousand two hundred pounds sterling (£2,200) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed
"Decision Letter"	the decision letter issued by the person appointed by the Secretary of State pursuant to section 76D of the 1990 Act 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 and not less than ten years' professional experience in relation to 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(4) 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 person appointed by the Secretary of State to determine the Planning Application
"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 S62A/2023/0018 for the development of up to 31 no residential dwellings with all matters reserved for

	subsequent approval, except for vehicular access from Pines Hill which is submitted in detail
"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
"Reserved Matters Approval"	means an approval of all matters reserved by a condition (or conditions) on the Permission for later determination
"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
"Wheelchair Accessible Units"	means Housing Units designed to meet the requirements of Part M, Category 3 (Wheelchair user dwellings) M4(3)(2)(B) of Schedule 1 (paragraph 1) of the Building Regulations 2010 (as amended) and which, so far as is appropriate, are constructed in accordance with the relevant guidance contained within approved document part M (March 2015) or subsequent equivalent or similar replacement guidance
"Working Days"	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 County Council and the Enforcing Authority (as appropriate) and relate to the Obligation Area and are entered into by the Site Owner and the BNG Owner with the intention that they bind the respective interests held by those persons in the Obligation Area and their respective successors and assigns
- 2.3 Subject to the provisions of Clause 4.1 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 that party's personal representatives, successors in title to that party and permitted assigns 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 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time
- 2.8 References to clauses and schedules are to the clauses and schedules of this Deed

- 2.9 Any words following the terms including, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 2.10 Representatives of the Council may enter any part of the Land at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
- 2.10.1 they adhere to all reasonable health and safety requirements;
  - 2.10.2 they do not enter into any buildings situated in the vicinity of these areas;  
and
  - 2.10.3 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 Land that they are to enter any such area
- 2.11 Subject to the provisions set out in Schedule 9, 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:
- 2.11.1 they adhere to all reasonable health and safety requirements;
  - 2.11.2 they agree to all reasonable bio-security requirements of the BNG Owners;
  - 2.11.3 they do not enter into any buildings situated in the vicinity of these areas;
  - 2.11.4 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; and
  - 2.11.5 they only use the access shown by a dotted blue line on the BNG Plan

### **3 CONDITIONALITY**

- 3.1 This Deed is conditional upon:
- 3.1.1 the grant of the Permission; and
  - 3.1.2 the Implementation of the Permission.

save for the provisions of this clause and clauses 2, 3.2, 3.3, 5.1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 which shall come into effect immediately on completion of this Deed

- 3.2 From the date of this Deed the BNG Owner covenants not to do anything or allow anything to be done on the BNG Land that interferes or would interfere with an Approved BNG Scheme being implemented and carried out on the BNG Land
- 3.3 The covenant in Clause 3.2 shall not be enforceable pursuant to this Deed and shall cease to have effect if:
  - 3.3.1 the Planning Application is refused;
  - 3.3.2 any of the circumstances in Clause 7.4 occur so that the obligations contained in the Schedules shall absolutely cease and determine without further obligation upon the Owners or the Developer or BNG Land Mortgagee; or
  - 3.3.3 any of the circumstances in Clause 7.11 apply so that the planning obligations in Schedule 5 of this Deed shall not be enforceable and shall cease to have effect within this Deed.

#### **4 COVENANTS**

- 4.1 The Owners covenant with the Council, County 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 7.3 hereof) as follows:
  - 4.1.1 obligations of the Site Owners under this Deed shall be binding on the Site Owners and their successors in title only and do not attach to the BNG Land and are not enforceable against the BNG Owners;
  - 4.1.2 obligations of the BNG Owner under this Deed shall be binding on the BNG Owners and their successors in title only and do not attach to the Land and are not enforceable against the Site Owners;
  - 4.1.3 any breach of the covenants contained in this Deed by the Site Owners shall not affect the BNG Owner or the BNG Land and the continued use thereof under this Deed and the Permission; and

4.1.4 any breach of the covenants contained in this Deed by the BNG Owners shall not affect the Land and the continued use thereof under this Deed and the Permission.

4.2 The Council and the County Council and in respect of the BNG Land 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 the County Council or the Enforcing Authority 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 in respect thereto by the Site Owners

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;
  - 6.7.3 references to any gender include both genders; and
  - 6.7.4 words importing the singular meaning where the context so admits include the plural meaning and vice versa

## **7 AGREEMENTS AND DECLARATIONS**

- 7.1 The parties agree that nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council, County Council or the Enforcing Authority in the exercise of any other statutory function
- 7.2 No compensation shall be payable by the Council or the County Council or in respect of the BNG Land by the Enforcing Authority to any party to this Deed or their successors in title and assigns arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) and (save where expressly provided otherwise) are to be at the sole expense of the Site Owners and at no cost to the Council, the County Council and in respect of the BNG Land the Enforcing Authority
- 7.3 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

- 7.4 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 BNG Land 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
- 7.5 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
- 7.6 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)
- 7.7 This Deed constitutes a Local Land Charge and shall be registered as such by the Council and in respect of the BNG land only by the Enforcing Authority
- 7.8 Following the performance and satisfaction of all the obligations contained in this Deed or this Deed ceasing to have effect pursuant to clause 7.4 the Council will as soon as reasonably practicable upon receipt of a request in writing and upon payment of the Council's reasonable administrative fees effect the cancellation of all entries made in their Register of Local Land Charges or effect for a notice to be added where applicable to their Register of Local Land Charges of the performance or satisfaction of any obligations referenced in the request in writing
- 7.9 Following the performance and satisfaction of any relevant obligations contained Schedule 5 in this Deed or this Deed ceasing to have effect pursuant to clause 7.4

the Enforcing Authority will as soon as reasonably practicable upon receipt of a request in writing and upon payment of the Enforcing Authority's reasonable administrative fees effect the cancellation of all entries made in their Register of Local Land Charges or effect for a notice to be added where applicable to their Register of Local Land Charges of the performance or satisfaction of any obligations referenced in the request in writing

7.10 In the event that the Site Owners fail to serve on the Council and/or the County Council any of the notices that they are required by the provisions of this Deed to serve then the Council and/or the County Council (as the case may be) shall be entitled to payment of the various contributions contained in this Deed at any time following them becoming aware that an event or a level of Occupancy of Housing Units has occurred that would trigger the payment of the relevant contribution, and the time period for the return of the relevant contribution shall be extended accordingly

7.11 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:

7.11.1 is not a material planning consideration; and/or

7.11.2 can be given no weight in determining the Appeal; and/or

7.11.3 does not constitute a reason for granting Permission in accordance with the CIL Tests; and/or

7.11.4 is otherwise inappropriate or unnecessary; and/or

7.11.5 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 (unless otherwise specified in Clause 10.3) 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

10.3 Any notice or other written communication to be served or given by one party upon or to any other under the terms of this Deed shall be deemed to have been validly served or given if received by electronic mail AND delivered by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is sent to the email address stated and marked as follows for each recipient:

10.3.1 For the County Council to [development.enquiry@essex.gov.uk](mailto:development.enquiry@essex.gov.uk) and marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH



10.3.2 For the Enforcing Authority to the Legal Services Manager East Hertfordshire District Council, Wallfields, Peg Lane, Hertford SG13 8DE

10.3.3 For the Council to the Assistant Director Planning and Building Control and posted to Uttlesford District Council, London Road, Saffron Walden, Essex, CB11 4ER

10.3.4 For the Site Owners to [REDACTED] and in the case of any written communication marked for the attention of Jane Winfield, reference JW/207194-4 at Tees Law, 95 London Road, Bishop's Stortford CM23 9GW

10.4 Unless the time of actual receipt is proved a notice demand or communication sent by the following means is to be treated as having been served

10.5 In the case of electronic mail in the absence of evidence of a delay at the time the message was sent

10.6 in the case of recorded delivery at the time delivery was signed for

10.7 If a notice demand or any other communication is served after 4.00 pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day

## **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 covenants to pay the reasonable legal costs of the Council and the Enforcing Authority in connection with the negotiation and preparation thereof; and

12.2 The Developer covenants to pay prior to or upon completion of this Deed to the County Council its reasonable and proper costs (no VAT) in connection with the preparation, negotiation and completion of this Deed.

- 12.3 Prior to the Implementation Date the Owners covenant to pay the Council's monitoring fees in the sum of £3,328 (three thousand three hundred and twenty eight pounds) and the Enforcing Authority's monitoring fees in the sum of £500 (five hundred pounds) to be applied towards administration costs of monitoring the performance of the planning obligations contained herein.
- 12.4 The Owners covenant to pay to the County Council the County Council Monitoring Fee prior to the Implementation Date.

### **13 DETERMINATION OF DISPUTES**

- 13.1 Subject to Clause 13.7 if any dispute arises relating to or arising out of the terms of this Deed either party may give to the other written notice requiring the dispute to be determined under this Clause 13 and the notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute
- 13.2 For the purposes of this Clause 13 an Expert is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to the matters in dispute
- 13.3 Any dispute over the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power with the right to take such further advice as he may require to determine the appropriate type of Expert and to arrange his nomination under Clause 13.4
- 13.4 Any dispute over the identity of the Expert is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power with the right to take such further advice as he may require to determine and nominate the appropriate Expert or to arrange his nomination and if no such organisation exists or the parties cannot agree the identity of the organisation then the Expert is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional

institute with expertise in the relevant discipline as agreed between the parties in dispute)

- 13.5 The Expert is to act as an independent expert and
- 13.5.1 each party may make written representations within twenty (20) Working Days of his appointment and will copy the written representations to the other party
  - 13.5.2 each party is to have a further fifteen (15) Working Days to make written comments on the others representations and will copy the written comments to the other party
  - 13.5.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require
  - 13.5.4 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other
  - 13.5.5 the Expert is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision and
  - 13.5.6 the Expert is to use all reasonable endeavours to publish his decision within twenty (20) Working Days from the last submission of evidence
- 13.6 Responsibility for the costs of referring a dispute to a Expert under this Clause 13 including costs connected with the appointment of the Expert and the Experts own costs but not the legal and other professional costs of any party in relation to a dispute will be decided by the Expert
- 13.7 This Clause 13 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts of England.

**14 MORTGAGEE CONSENT**

HP LLP

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 <sup>all or</sup> 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 LIMITATION OF LIABILITY**

The liability of the executors of Rex Whitford Pearman deceased under the terms of this Deed shall not be personal and shall only extend to the assets of the estate of Rex Whitford Pearman.

**16 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.

**17 COUNTERPARTS**

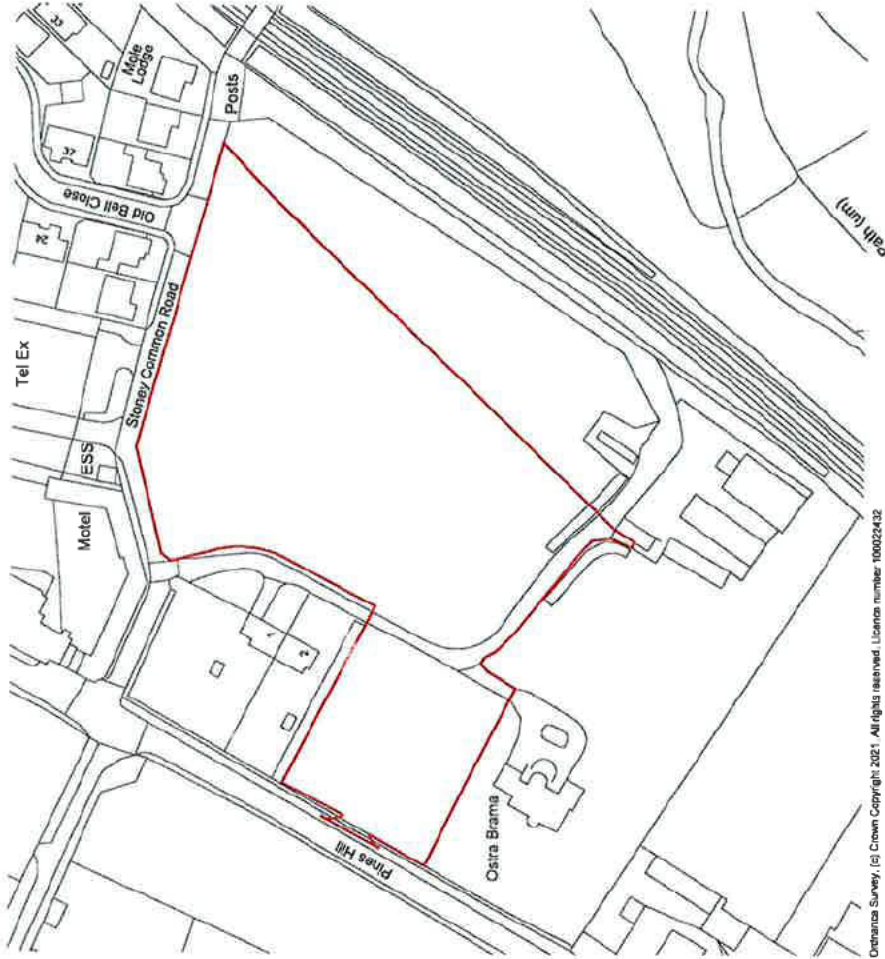
This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

**SCHEDULE 1**

**The Plan**

**The BNG Plan**

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 VAT No. 264 650 694  
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 Registered in England  
 No. 03063847

Project Name  
**Land at Pines Hill**  
**Sharnford Mountchester**  
**Cambs, UK**  
**LU23 7RN**

Drawing Title  
**Site Location Plan**

Rev	Rev. Number	Date	Drawn	Checked
1	1	11/08/21	AS	AS

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



## 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 Affordable Housing Units will be constructed in accordance with the Permission
"Affordable Housing Plan"	means the plan approved by the Council pursuant to paragraph 1.6 of Part 1 Schedule 2
"Affordable Housing Units"	shall mean the units of accommodation to be constructed on the Affordable Housing Land as set out on the Affordable Housing Plan 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

"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

"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 paragraph 7 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 6 of Part 2 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

"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

"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 To provide the Affordable Housing Units in the Development which shall comprise either:
    - 1.1.1 52% (fifty two percent) of the Housing Units constructed in accordance with the terms of this Deed and 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 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% (twenty five percent) First Homes, 70% (seventy percent) Affordable Rented Units and 5% (five 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 To provide 5% (five percent) of the Affordable Housing Units as Wheelchair Accessible Units PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.

1.4 The Affordable Housing Units will be positioned on the Land in separate groups and such groups will not be contiguous and each group will not comprise more than 8 Affordable Housing Units (excluding First Homes) unless otherwise agreed in writing with the Council.

1.5 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 (documentary proof of which to be supplied to the Council if requested) for the completion of the Affordable Housing Units and the transfer of the Affordable Housing Units and the Affordable Housing Land as a freehold estate to the Approved Body

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 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

1.6 Not to Implement the Development until a plan showing the tenure and location of the Affordable Housing Units in accordance with the Affordable Housing Scheme 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

1.7 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 1.5 of this Part 1 of Schedule 2) PROVIDED THAT this paragraph 1.7 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

1.8 Thereafter no Affordable Housing Unit shall be Occupied (save for First Homes where this paragraph 1.8 shall not apply (where Part 2 of this Schedule 2 shall instead apply)) unless there is compliance with the following paragraphs 1.8.1 to 1.8.5 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 1.8.1 to 1.8.5 of this Part 1 of Schedule 2 shall not apply to those Affordable Housing Units):

1.8.1 Upon completion of the Affordable Housing Units and thereafter to procure that the Approved Body will allocate each Affordable Housing Unit to a Nominated Person provided by the Council in accordance with the following provisions:

1.8.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of an Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved Body will give notice thereof to the Council as regards the Affordable Rented Unit and the Shared Ownership Unit;

1.8.1.2 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 1.8.1.1 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;

- 1.8.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 1.8.1.2 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
- 1.8.2 If the Council fails to give details of a Nominated Person under the provisions of paragraph 1.8.1.2 to procure that the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit
- 1.8.3 Where the Council fails to give details of a Nominated Person under the provisions of paragraph 1.8.1.2 above and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 1.8.2 above to procure that the Approved Body may grant a tenancy of an Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its Allocations Policy
- 1.8.4 In respect of any of the Affordable Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units the Council shall in accordance with paragraph 1.8.1 above be given the sole opportunity by the Approved Body to nominate the Nominated Persons in accordance with the Nomination Rights Agreement
- 1.8.5 To procure that the terms of the tenancy agreements for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of Homes England
- 1.8.6 To procure that the Approved Body will not:

- 1.8.6.1 Transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this Deed;
- 1.8.6.2 Sell let or dispose of (except by way of legal charge) any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with paragraphs 1.8.1 to 1.8.7 of this Part 1 Schedule 2
- 1.8.7 To procure that 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 acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire
- 1.8.8 For the purposes of this paragraph the expression "Mortgagee" shall mean any holder of a mortgage secured upon the Affordable Housing Units and/or the Affordable Housing Land and in this paragraph 1.8.8 the term "Affordable Housing Units" shall exclude any First Homes (where Part 2 of this Schedule 2 shall instead apply):
- 1.8.8.1 To procure that a Mortgagee or a receiver appointed by a Mortgagee may exercise its power of sale of the Affordable Housing Units (or any of them) subject to the provisions of the Housing and Regeneration Act 2008 and paragraph 1.8.9 below provided that a Mortgagee shall first give opportunity for:-

- (a) an Approved Body to purchase the Affordable Housing Land and Affordable Housing Units erected thereon and have given written notice to the Council at the start of the said period of the name and address of the Approved Body that has been given the opportunity (such purchase to be subject to the provisions of Part 1 of Schedule 2 of this agreement) for a period of one month; and
- (b) The Council to purchase the Affordable Housing Land and Affordable Housing Units erected thereon for a further period of two months.
- (c) then on expiration of both periods referred to above the Mortgagee may dispose of such part of the Affordable Housing Land and Affordable Housing Units erected thereon free from the provisions of this Schedule 2 to the extent necessary to satisfy the sum outstanding under the mortgage but the remaining part of the Affordable Housing Land and Affordable Housing Units erected thereon shall remain subject to the provisions of this Schedule 2 and may only be sold subject to those provisions.

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

1.8.9.1 a Leaseholder of a Shared Ownership Unit who has staircased to 100% ownership or any mortgagee or chargee of such Leaseholder or any successor in title thereto and their respective mortgagees and chargees;

1.8.9.2 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

- 1.8.9.3 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
- 1.8.10 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 1.8.8 above) in respect of such other provider
- 1.8.11 Not to use or permit the use of the Affordable Housing Units other than as Affordable Housing to be provided to households in accordance with the Nomination Agreement and to the extent relevant the Council's Housing Allocations Policy prevailing at the time when allocations are made and shall be retained in perpetuity as Affordable Housing save that:
- 1.8.11.1 an Affordable Housing Unit is occupied in accordance with this paragraph nothing in this Deed shall prevent the occupation of that Dwelling by the spouse partner or dependants of that person or such other category of person entitled to occupy or continue to occupy under prevailing housing legislation;
- 1.8.11.2 where an Affordable Housing Unit is occupied in accordance with this paragraph by the spouse or partner nothing in this Deed shall prevent the continued occupation of that Dwelling by the survivor of them or such other category of person entitled to occupy or continue to occupy under prevailing housing legislation;
- 1.8.12 To advertise or procure the advertisement of all the Affordable Housing Units in accordance with the Nomination Agreement and to the extent relevant the Council's Housing Allocations Policy to the satisfaction of the Council.



- 1.8.13 To notify the Council in writing on each occasion during the period of five years beginning with the date of Commencement of Development on which an Affordable Housing Unit ceases to be a qualifying dwelling within the meaning of The Community Infrastructure Levy Regulations 2010.

## 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 and 4 shall not apply to a First Homes Owner;

1.1.2 paragraphs 5 and 6 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 7 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 Affordable Housing Plan 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, TYPE AND DISTRIBUTION

3.1 The First Homes will be positioned on the Affordable Housing Land in separate groups with such groups not contiguous and each group will not comprise more than 4 (four) First Homes unless otherwise agreed in writing with the Council.

- 3.2 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
- 3.3 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
- 3.4 The mix of First Homes provided within the Site shall be in accordance with
  - (a) The Affordable Housing Mix;
  - (b) The distribution in the Affordable Housing Plan.

#### 4 DEVELOPMENT STANDARD

- 4.1 The First Homes shall be constructed to the Development Standard current at the time of the relevant Reserved Matters Approval; and
- 4.2 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 *20 July 2023* 1 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); Jeffrey Walter Pearman and (as the executors of REX WHITFORD PEARMAN (deceased)) Jeffrey Walter Pearman, Vivienne Anne Hodge and Catherine Mary Izzard (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**



# **UTTLESFORD DISTRICT COUNCIL**

## **HOUSING ALLOCATIONS SCHEME (ALLOCATIONS POLICY)**

## **Uttlesford District Council Housing**

### **Allocations Scheme**

#### **1. Introduction**

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

#### **2. Choice Based Lettings**

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

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

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

### 2.3 Direct Lets

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

2.3.2 Direct Lets may apply in the following circumstances:

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

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

### **3. The Allocations Scheme**

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

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

#### **4. The Housing Register**

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

#### **5. Eligibility categories**

##### **5.1 Eligibility**

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



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

## **5.2 Local Connection Eligibility**

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

- vii. Applicants who are owed a prevention and/ or relief duty under The Homelessness Reduction Act 2017 and where a Senior Officer has agreed exceptional circumstances resulting in the need for access to social housing locally
  - viii. Care leavers up to the age of 25 who were originally from Uttlesford but were accommodated outside of the district
  - ix. Care Leavers who were placed in Uttlesford for at least 2 years including sometime before they reach the age of 16. They will retain a connection to Uttlesford until they reach the age of 21
  - x. Other special reasons, to be agreed by two Senior Officers at their discretion, for example where an applicant has no safe connection to another area due to domestic abuse
- 5.2.2 The following categories of person will be exempt from local connection criteria:-
- i. Existing social housing tenants residing in the Uttlesford District
  - ii. Applicants who are serving members of the regular forces or who have served in the regular forces, if the application is made within five years of their date of discharge.
  - iii. Applicants who have recently ceased or will cease to be entitled to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner where:-
    - the spouse or civil partner has served in the regular forces; and
    - their death was attributable (wholly or partly) to that service
    - Is serving or has served in the reserve forces and who is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to that service and the application is made within five years of discharge.

### **5.3 Financial Eligibility**

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

- 5.3.2 Any lump sums received as compensation for injury or disability sustained on active service by either, members of the Armed Forces, former Service personnel, bereaved spouses and civil partners of members of the Regular Forces, or serving or former members of the Reserve Forces, will be disregarded from this criterion
- 5.3.3 Owner Occupiers, or other applicants who are financially ineligible to join the housing register, will be eligible to join if they qualify for sheltered housing.

#### **5.4 Housing Related Debt Eligibility**

- 5.4.1 Applicants with housing related debt will generally not be eligible to join the housing register if they are not addressing the debt. Housing related debt includes rent arrears to the Council, RP, other local authority or private landlord, also Council Tax and any monies given through the Councils Rent Deposit Guarantee Scheme.
- 5.4.2 When a financial assessment carried out by the Council shows that the debt cannot be cleared immediately then a realistic and affordable repayment arrangement should be agreed to clear the debt.
- 5.4.3 Applicants will become eligible to join the register if they have an agreed repayment plan in place and have made regular payments for at least 12 months or the debt has been cleared in full.
- 5.4.4 Council and RP tenants who have been accepted onto the housing register but have rent arrears on their current property will not be offered another tenancy until all rent arrears have been cleared in full.
- 5.4.5 Accepted homeless applicants who have rent arrears on their current temporary accommodation will not be offered accommodation that would discharge the Council's homelessness duty until the rent arrears are cleared in full.
- 5.4.6 Housing Associations may also hold their own policy on debt.
- 5.4.7 All cases of housing related debt will be considered on an individual basis taking account of all the information provided by all interested parties. All exceptions to the above Policy criteria on debt are to be agreed by two Senior Officers.

#### **5.5 Exclusions from the Housing Register**

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

## **5.6 Unacceptable Behaviour**

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

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

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

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

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

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

## **5.7 Notifying an ineligible applicant**

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

## **6. Application to the Housing Register**

### **6.1 Advice and Information**

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

### **6.2 Joint Applicants**

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

### **6.3 Definition of a household**

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

- 6.3.2 Non-dependent adults will not be considered as part of the household. Unless they have had continuous recorded residence with the applicant, except whilst in further education.
- 6.3.3 Applicants with a shared residence order or staying contact for children are not automatically entitled to bedrooms for their children. The general principle is that a child needs one home of an adequate size, and that the council will not accept responsibility for providing a second home for children. The council will make an assessment based on the individual circumstances.

## **6.4 Documents**

- 6.4.1 As part of the application process, applicants will be asked to provide the following documentation:
- i. Photographic proof of their identity or a full birth certificate for all those included on their application
  - ii. Proof of immigration status for all those included on the application
  - iii. Proof of current address
  - iv. Proof of meeting the local connection residency criteria
  - v. Proof of dependency responsibilities anyone living with them
  - vi. Proof of income, including bank statements for all accounts held
  - vii. Proof of savings for all accounts held
  - viii. Details relating to previous accommodation where appropriate
- 6.4.2 We may require additional information according to an applicant's circumstances and may sometimes need to contact third parties to verify the information that the applicant has given us. By completing the application form applicants, as detailed on the form, are giving consent for us to do this.
- 6.4.3 If all the required supporting documents are not received within 28 days the application will be cancelled.
- 6.4.4 If assistance is needed in making an application to the Housing Register help will be available from the Housing Services Department.

## 6.5 User guide

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

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

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

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

## 6.6 Renewal of applications

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

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

## 6.7 Cancelling an application

6.7.1 We will only cancel an application if:

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

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

## **7. Access to Information**

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

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

## **8. Assessment of Housing Need and Allocation of Properties**

### **8.1 Assessing Housing Need**



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

### **The Band Criteria**

#### **8.1.6.1 BAND A**

Applicants meet at least one of the following criteria

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

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

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

#### 8.1.6.3 **BAND B**

Applicants meet at least one of the following criteria

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

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

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

#### 8.1.6.4 **BAND C**

Applicants meet at least one of the following criteria

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

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

and

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

or

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

or

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

#### 8.1.6.5 **BAND D**

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

#### 8.1.6.6 **BAND E**

Applicant meets at least one of the following criteria

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

## 8.2 **Allocation of Properties**

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

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

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

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

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

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

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

## **9. Housing Priority**

### **9.1 Deciding who has priority on the register**

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

### **9.2 Overcrowding**

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

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

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

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

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

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

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

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

### **9.3 Children sharing bedrooms**

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

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

### **9.4 Applicants without children**

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

### **9.5 Disrepair, poor design and lack of facilities**

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

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

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

### **9.6 Sharing with another household**

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

- i. living room

- ii. kitchen
- iii. bathroom or toilet.

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

## **9.7 People living in mobile homes or caravans**

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

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

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

## **9.8 Homelessness**

9.8.1 Accepted homeless households are applicants to whom:

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

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

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



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

## **9.9 Accepted homeless households in severe need**

9.9.1 These are applicants to whom:

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

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

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

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

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

### **9.11 Failure to Co-operate**

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

### **9.12 Assured shorthold tenants under notice**

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

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

### **9.13 Lodger under notice**

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

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

9.13.3 Proof that notice has been served is required.

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

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

#### **9.14 Tenants of tied accommodation under notice**

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

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

#### **9.15 Protected tenants with a possession order**

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

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

#### **9.16 Fixed-term licensee**

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

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

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

#### **9.17 Applicants with no fixed address**

9.17.1 This applies to applicants who have no fixed address.

9.17.2 They will be placed in Band C.

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

#### **9.18 Medical, welfare, hardship and harassment**

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

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

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

## 9.19 Medical assessments

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

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

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

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

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

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

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

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

## 9.20 Welfare/Hardship/Harassment assessments

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

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

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

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

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

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

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

## **9.21 Tenants with a home that is bigger than they need**

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

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

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

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

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

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

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

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

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

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

9.23.1 This category applies to Uttlesford secure tenants only.

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

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

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

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

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

### **9.24 Transfers which will release a property that is needed**

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

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

### **9.25 Applicants who have deliberately made their housing situation worse**

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

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

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

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

### **9.26 Owner-occupiers**

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

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

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

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

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

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

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

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

### **9.28 Deciding the effective date**

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

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

### **9.29 Armed Forces Priority**

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

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



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

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

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

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

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

### **9.31 Penalty for refusal of offers of accommodation**

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

## **10. Types of Tenancies**

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

## **11. Tenancy Start Dates**

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

## **12. Redecoration Scheme**

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

## **13. Designation of Property Type – Age restrictions**

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

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

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

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

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

#### **14. Allocating Sheltered Housing**

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

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

#### **15. Properties designed or adapted for people with physical disabilities**

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

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

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

## **16. Reviews**

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

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

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

## **17. Equal Opportunities**

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

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

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

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

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

## **18. False and Withheld Information**

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

18.2 This could result in:

- i. Criminal prosecution

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

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

## **19. Information on the Allocations Scheme**

19.1 The Council will:-

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

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

## **20. Review of Allocations Scheme**

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

## **21. Consultation on Changes to the Allocations Scheme**

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

## **Data Protection Act**

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

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

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

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

Telephone: 01799 510510  
Email: [uconnect@uttlesford.gov.uk](mailto:uconnect@uttlesford.gov.uk)  
Website: [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk)

## Appendix I

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

### Size of Accommodation Allocated – working age applicants

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

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

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

## Appendix II

### Local Lettings Plans

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

### Rural Housing – Exception site

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

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

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



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

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

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

### **Rural Housing – Non exception site**

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

### **Sustainable Communities**

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

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

## Appendix III

### Right to Move Guidance

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

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

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

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

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

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

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

#### Short-term

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

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

### Marginal

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

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

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

### Ancillary

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

### Voluntary Work

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

### Apprenticeship

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

### **Verification and evidence**

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

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

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

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

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



### 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:

"Indoor Sport Contribution"	means the sum of £1,001.09 (one thousand and one pounds and nine pence) per Housing Unit Index-Linked (which shall be thirty one thousand and thirty four pounds (£31,034) Index-Linked if 31 Housing Units are to be constructed pursuant to the Permission) which shall be used for the Indoor Sport Contribution Purposes
"Indoor Sport Contribution Purposes"	means the provision of indoor sports facilities to serve the residents of the Development and the surrounding parishes of Stansted Mountfitchet and Birchanger
"Index"	mean the Index of Retail Prices compiled and published by His Majesty's Government from time to time
"Index-Linked"	means that the sum shall be changed by an amount equal to the change in the Index
"Outdoor Playing Pitch Contribution"	means the sum of £1,392.25 (one thousand three hundred and ninety two pounds and twenty five pence) per Housing Unit Index-Linked (which shall be forty three thousand one hundred and sixty pounds (£43,160) Index-Linked if 31 Housing Units are to be constructed pursuant to the Permission) which shall be used for the

## Outdoor Playing Pitch Contribution Purposes

"Outdoor Playing Pitch Contribution Purposes"

means the provision of outdoor playing pitches to serve the residents of the Development and the surrounding parishes of Stansted Mountfitchet and Birchanger

"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

"Sports Contributions"

means the Outdoor Playing Pitch Contribution and the Indoor Sport Contribution

- 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 tenth (10<sup>th</sup>) 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 tenth (10<sup>th</sup>) anniversary of the date of payment to the Council together with interest accrued calculated at the SONIA Rate 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 land to be used for Self-Build and Custom Housebuilding shall be provided in a Serviced Condition; and
- 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)

"Serviced Condition"

means in relation to the land to be used for Self-Build and Custom Housebuilding the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the Land

- 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 and have been provided in a Serviced Condition
  - 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); and

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

2.5 To give notice to the Council of the date of commencement of the date of marketing of each individual Self-Build and Custom Housebuilding Plot not later than fourteen (14) Working Days after that date.

## 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 scheme approved pursuant to paragraph 2.1 of this Schedule 5

“BNG Scheme” a scheme including full details and a programme for implementation in respect of the creation of Biodiversity Units on the BNG Land which shall be in accordance with the Offsite Habitat Creation and Management Plan (Ecology Solutions, June 2023 10486.OHCMP.vf4) submitted as part of the Planning Application a copy of which is at Appendix 2 of this Deed and also including proposals for the quantum of BNG Monitoring Contribution (or such other scheme as may be approved by the Council in their absolute discretion)

“BNG Monitoring Contribution” means the sum to be agreed as part of the Approved BNG Scheme which shall be paid to the Council pursuant to paragraph 2.3 of this Schedule 5 and 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 written approval prior to the Implementation of the Development
- 2.2 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
- 2.3 To pay the BNG Monitoring Contribution to the Council prior to the first Occupation of any Housing Unit

3 The BNG Owner covenants with the Council and the Enforcing Authority:

- 3.1 To implement the Approved BNG Scheme in accordance with the timetables set out in the Approved BNG Scheme unless otherwise agreed in writing with the Council and the Enforcing Authority
- 3.2 To manage and maintain the BNG Land in accordance with the Approved BNG Scheme for a minimum of 30 years from the date the Approved BNG Scheme is first implemented in accordance with paragraph 3.1 of this Schedule 5 unless otherwise agreed in writing with the Council and the Enforcing Authority
- 3.3 To submit a BNG Report to the Council (and send a copy to 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 the BNG Owners and the Enforcing Authority:

- 4.1 to consult with the Enforcing Authority and the County Council before approving the BNG Scheme;

- 4.2 to thereafter via the BNG Report monitor compliance with the Approved BNG Scheme and the terms of this Deed relating to the BNG Land;
- 4.3 the Council will fund the review of the BNG Report using the BNG Monitoring Contribution; and
- 4.4 If the review of the BNG Report indicates that the BNG Scheme is failing to meet with its aims the Council will subject always to the provisions of Schedule 9, paragraph 3 liaise with the Enforcing Authority in relation to the appropriateness of any enforcement measures.

## 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 seventeen thousand two hundred and sixty eight pounds sterling (£17,268) 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 the Parish of Stansted or 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 Secondary Education



Contribution and the Secondary School  
Transport 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 the Secondary Education Purpose and the Secondary School Transport 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
"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 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 the following:

- in respect of the Early Years and Childcare Contribution and the Secondary School Contribution January 2020; and
- in respect of the Secondary School Transport Contribution June 2020

and the 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 twenty three seven hundred and seventy five pounds sterling (£23,775) 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 for use at Forest Hall School and/or Helena Romanes School and/or any new Secondary school to be built in the area as per the ECC 10 year plan, 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
"Secondary School Transport Contribution"	means the Secondary Pupil Product multiplied by the cost generator of (£5.24) five pounds and twenty four pence sterling and multiplied by one hundred and ninety (190) being the average days in an academic year multiplied by five (5) (being the number of years a pupil is in secondary school)
"Secondary School Transport Purpose"	means the transportation of children generated by the Development to a secondary school with capacity
"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 three (3) months prior to Implementation stating the expected Implementation Date an estimate of the Triggers and any further information stipulated in the Schedules to this Deed
  - 2.5 to serve on the County Council the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to the County Council under this Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed
  - 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 one (1) month thereof and on a six (6) 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) 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 seventy-seven pounds and eighty pence sterling (£77.80) per Housing Unit 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 Stansted library (or other such library as serves the town of Stansted) to include, but not limited to, additional furniture, technology and stock
"Library 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
"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 April 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 cause or allow 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) 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.
- 5.3 In the event that the number of Housing Units to be constructed on the Development does not match the number of Housing Units on which the Library Contribution or part thereof paid was based the Site Owner hereby covenant to pay to the County Council as soon as the revised number of Housing Units becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised number of Housing Units and any such additional amount shall from the date payment is received by the County Council form part of the Library Contribution.

## 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 or any other relevant organisations agreed by the Council and the Developer 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 an organisations agreed by the Council and the Developer 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 the District of Uttlesford Council

- 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 (including but not limited to its reasonable costs of instructing external solicitors and/or barristers and other relevant professionals) in connection with obligations in this Deed (including any costs to be borne/determined as payable by the Enforcing Authority under Clause 13 (Dispute Resolution) concerned with 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 Subject to the provisions of paragraph 3 of this Schedule the Enforcing Authority covenants
  - 2.1 to 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 shall take into account any representations made by the Council and shall liaise with the Council in writing any action to be taken against any breaches of Schedule 5 to this Deed.
  
- 3 Where, and to the extent that there is a need to enforce any obligations in relation to any breaches of Schedule 5 to this Deed within the district of East Hertfordshire on the BNG Land the Council can request in writing that the Enforcing Authority in its capacity as a local planning authority enforces any such obligation against the Site Owners and the BNG Owners and where and to the extent only that such written request is made the Enforcing Authority may enforce any such planning obligation directly as a local planning authority provided always that both of the following conditions are satisfied:-
  - 3.1 the Enforcing Authority obtains internal approval to the enforcement by the Enforcing Authority of the planning obligation(s) referred to in the Council's request; and
  - 3.2 the Council agree arrangements under which the Council will pay to the Enforcing Authority all its reasonable costs of such enforcement action

(including but not limited to its reasonable costs of instructing external solicitors and/or barristers and other relevant professionals).



**Appendix 1**

**Nomination Rights Agreement**



(RP LOGO)

## Uttlesford Nominations Agreement

### 1.0 Principles

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

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

### 1.0 Introduction

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

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

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

### 2.0 The Agreement

2.1 The Registered Provider agrees to grant the Council 100% nomination rights in respect of the first letting and 75% nomination rights in respect of the subsequent re-

lettings of each residential accommodation property listed in Appendix 1 to this agreement ("Appendix 1 properties").

### **3.0 Nominations**

- 3.1 When an Appendix 1 property is available for first letting or (where the Council has nomination rights) for re-letting:
- 3.1.1 The Registered Provider must send a completed nomination request form to the Council's Housing Options Team via email.
  - 3.1.2 On receipt of the completed nomination request form the Council will upload details of the property onto its Choice Based Lettings platform for advertising at the next bidding cycle provided that the nomination request is received by 1pm on a Wednesday.
  - 3.1.3 Nomination requests will not be accepted for advertisement unless the property is ready to let within 8 weeks.
  - 3.1.4 Properties are advertised on a weekly cycle from 9am each Friday until close of bids at 1pm on the following Wednesday. After close of bids, the Council will endeavour to provide the Registered Provider with the details of one nominee within five working days. The details provided to the Registered Provider will consist of a copy of the nominee's application form and a nomination form. The Council will provide only one nominee at a time. Any request for more than one nominee may be approved by the Housing Options Team Leader only in exceptional circumstances.
  - 3.1.5 The Registered Provider must accept the Council's prioritisation of housing need and let the property in accordance with the nomination unless any of the reasons for rejection of the nomination listed at paragraph 3.1.6 below or in the case of new build developments any relevant stipulations in an agreement made under sections 106 and/or 106A of the Town and Country Planning Act 1990 applies.
  - 3.1.6 The Registered Provider may reject nominations if any of the following applies:

- The nominee's circumstances have changed and they no longer satisfy the relevant eligibility criteria for the allocation of the property.
- The property is unsuitable on medical/social/affordability grounds (with agreement of the Housing Options Team Leader).
- The nominee has viewed property and received a verbal offer but fails to agree or refuse the offer within 24 hours.
- The nominee or their representative fails to respond to initial contact within 48 hours (the Housing Options Officers can assist with making contact).
- The property was advertised as a sensitive let and the Housing Options Team Leader agrees that the nominee is not suitable for housing management reasons.
- For emergency and transitional housing management reasons.
- The property does not have a re-let date because there is outstanding work to be completed.
- The nominee does not meet the criteria of the Registered Provider's Allocations Policy
- In exceptional circumstances where it transpires that an offer of accommodation would put a vulnerable person at risk of harm (to be agreed with the Housing Options Team Leader).

- 3.1.7 The Registered Provider must provide the Council's Housing Options (Allocations) Officer with detailed written reasons for the rejection of a nomination.
- 3.1.8 The Registered Provider must provide an explanation of its internal decision review procedure to the nominee.
- 3.1.9 Unless the Housing Options Team Leader otherwise agrees, the Council will not provide a fresh nomination if the rejection is in dispute with the nominee.
- 3.1.10 The Council will endeavour to provide a fresh nomination within 3 working days of receiving notification of a rejection.
- 3.1.11 The Registered Provider must inform the Council's Housing Options (Allocations) Officer of the tenancy commencement date within 5 working days of the date when the tenancy agreement is signed by the tenant.

- 3.1.12 In the event that the shortlist is exhausted (there are no eligible applicants remaining), the Council may provide a "direct let" by nominating an applicant from the Housing Register who is not on the shortlist. If the Council is unable to fulfil another nomination, the property will need to be advertised again to generate more interest.
- 3.1.13 In the event that the Council is unable to provide a nomination within the agreed timescales the Council will notify the Registered Provider that the property is labelled "hard-to-let". The Registered Provider may then allocate the property to someone not on the Housing Register provided that the allocation is in accordance with the relevant provisions of any Town and Country Planning Act 1990 section 106 agreement which applies to the property. The Registered Provider will ensure the Council is provided with the details of the successful nominee.
- 3.1.14 In the event that the Registered Provider requests for a property to be withdrawn from advertising on the Choice Based Lettings platform that property shall not count towards the Council's nomination rights for the purposes of paragraph 2.1 of this agreement.
- 3.1.15 Uttlesford District Council expects Registered Provers to operate a flexible policy in respect of any requests for a deposit or rent in advance so as not to disadvantage an applicant. The Council will not have responsibility for payment of these charges.

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

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

- 4.3 This agreement will be reviewed every 2 years or sooner if a major amendment is considered necessary. Nominations policy and procedure may be discussed at liaison meetings to be held at least once a year.
- 4.4 This agreement may only be varied in writing and with the agreement of the parties.
- 4.5 In the event of any dispute or difference arising between the Council and the Registered Provider in connection with the terms of this agreement, such dispute or difference should be raised in the first instance by the Registered Provider with the Council's Housing Options Team Leader. Where a resolution is not forthcoming the matter should be referred to Senior Management level and if necessary escalated to Director/Assistant Director level. Any dispute or difference regarding this agreement arising from the Council will be raised in the first instance with the service manager of the Registered Partner. Where a resolution is not forthcoming the matter should be referred to Senior Management level and if necessary escalated to Director/Assistant Director level.

Signed

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Uttlesford District Council

Signed

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*X Registered Provider*

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

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

Address Line1	Address Postcode	No Of Bedrooms	Property Type
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Appendix 2

Offsite Habitat Creation and Management Plan (Ecology Solutions, June 2023  
10486.OHCMP.vf4)





Luxus Homes



**ECOLOGYSOLUTIONS**

Part of the ES Group

Land at Dowsetts Farm,  
Ware

(Associated with  
Land at Pines Hill,  
Stansted Mountfitchet)

**Off-site Habitat Creation  
And Management Plan  
(OHCMP)**

June 2023  
10486.OHCMP.vf4

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## **PLANS**

PLAN ECO1	Mitigation Site Boundary and Access
PLAN ECO2	Site Baseline Habitats
PLAN ECO3	Proposed Habitat Creation

## **APPENDICES**

APPENDIX 1	Off-site Offsetting Land Location Plan
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## 1. INTRODUCTION

### Background & Proposals

- 1.1.1 Ecology Solutions Ltd were instructed by Luxus Homes in February 2023 to assist with the Off-site Habitat Creation and Management Plan (OHCMP) for the site known as 'Land at Pines Hill, Stansted Mountfitchet', hereafter referred to as the 'application site'. The application site is located on the western side of Stansted Mountfitchet, Essex.
- 1.1.2 The proposals for the application site will see the loss of habitat in order to facilitate the development of new housing, associated infrastructure and landscaping.
- 1.1.3 In order to mitigate these losses of habitats and to ensure a measurable Biodiversity Net Gain (BNG) can be delivered, approximately 2.42ha of off-site land has been identified which would be suitable for the creation of high-value ecological habitats. This off-site land is hereafter referred to as the 'mitigation site'.
- 1.1.4 The mitigation site consists entirely of agricultural grassland, and is bordered by arable field margins and further existing arable land. Beyond these are hedgerows and streams. The mitigation site is located to the north of Ware, Hertfordshire, with a location plan included at Appendix 1.
- 1.1.5 Importantly for the purposes of the BNG offsetting exercise it should be noted that both the application site and mitigation site lie within the same National Character (NCA), NCA 86 - South Suffolk and North Essex Clayland. As set out in the BNG User Guidance<sup>1</sup>, off-site habitat provision can be undertaken at a distance from the development site. In order to encourage offsetting within a reasonable radius of the 'impact site', however, off-site habitat creation is penalised if it is deemed to be too far from this location. The 'spatial risk multipliers' are applied based on local planning authority area, National Character Area or Marine Plan Area for intertidal habitats. Table 5-7 of this guidance states that for "compensation inside LPA or NCA of impact site" the multiplier is 1 (ie. unpenalised).
- 1.1.6 The purpose of this OHCMP is to outline high-level habitat creation principles and long-term management that would need to be undertaken at the off-site mitigation land in order to ensure that measurable net gains to biodiversity can be delivered, when considered in combination with the impacts at the main development site.

---

<sup>1</sup> STEPHEN PANKS A, NICK WHITE A, AMANDA NEWSOME A, MUNGO NASH A, JACK POTTER A, MATT HEYDON A, EDWARD MAYHEW A, MARIA ALVAREZ A, TRUDY RUSSELL A, CLARE CASHON A, FINN GODDARD A, SARAH J. SCOTT B, MAX HEAVER C, SARAH H. SCOTT C, JO TREWEEK D, BILL BUTCHER E AND DAVE STONE A 2022. Biodiversity metric 3.1: Auditing and accounting for biodiversity – User Guide. Natural England

## **Structure**

- 1.1.7 The contents of this document have been written with reference to published guidance from the Chartered Institute of Ecology and Environmental Management (CIEEM) and with regards to guidance produced by Natural England and Defra in regard to BNG.
- 1.1.8 The OHCMP is set out as follows:
- Mitigation site baseline;
  - Management objectives;
  - Monitoring and management responsibilities;
  - Biodiversity Net Gain Assessment;
  - Results; and,
  - Work Programme.

## 2. MITIGATION SITE BASELINE

- 2.1. The mitigation site was subject to baseline ecological survey work during February 2023. The site was surveyed based around a combination of extended Phase 1 survey methodology and UK Habitat Classification (UKHab) methodology as recommended by Natural England and Defra, whereby the habitat types present are identified and mapped together with an assessment of the general species composition of each habitat recorded at the time. This technique provides an inventory of the basic habitat types present.
- 2.2. Although outside the optimal botanical survey season, given the nature of the site it is considered that reliable habitat assessment was still possible.

### **Results**

- 2.3. The mitigation site measures approximately 2.42 ha and consists of the southern part of a large agricultural field. The mitigation site is bordered to the north by further existing arable land, while to the east, south and west lie arable field margins beyond which are tree lines and a stream to the south.
- 2.4. In order to allow for BNG analysis, all onsite habitats have been assigned a 'best fit' UKHab category.
- 2.5. The following main habitat / vegetation type was identified during the survey work:
  - Non-cereal Crop
- 2.6. The location and boundary of this habitat is shown on Plan ECO2. A full description is provided below.

### **Non-cereal Crop**

- 2.7. All land within the mitigation site currently comprises agricultural grassland, otherwise classified as non-cereal crop. This is currently dominated by dense Perennial Rye-grass *Lolium perenne* cover.
- 2.8. Physically, the site is open and slopes gently to the south.
- 2.9. The sward itself is uniform in length and relatively featureless. Vegetation coverage is homogenous and there are no significant areas of bare ground or any other 'micro-habitats'.

### **3. MANAGEMENT OBJECTIVES**

- 3.1. The aims and objectives of this OHCMP are to outline the methodology of habitat creation and long-term management that will create new ecological opportunities within the mitigation site, bolstering it well above that of its current level.
- 3.2. The anticipated timescales of delivery and management responsibilities are also outlined within this document.
- 3.3. The following objectives have been identified:
  - Objective 1: Maintain and enhance newly created habitats within the mitigation site; and,
  - Objective 2: Increase biodiversity by maximising opportunities for flora and fauna.
- 3.4. Appropriate management options for achieving these objectives are set out below.



## **Objective 1: Maintain and Enhance Newly Created Habitats Within the Site**

### Overview

- 3.5. The purpose of the habitat proposals will be to create large and continuous areas of high biodiversity value habitats within the identified mitigation site.
- 3.6. Owing to the location and topography of the mitigation site the creation of a species-rich meadow grassland is anticipated to be the most suitable option for the site as well as being complementary with the surrounding areas.
- 3.7. Details of both the initial creation programme as well as longer-term management for the mitigation site are outlined below. Whilst it is anticipated that the measures set out within this document will be the primary method of delivery, it is noted that there remains flexibility on the exact and final specifics of any off-site mitigation plan. Notwithstanding this, based on the information held to date, it is considered that all the measures set out within this document remain both appropriate for the site, as well as entirely deliverable.

### Species-rich wildflower grassland overview

- 3.8. The entirety of the site will be used to create a large and continuous area of species-rich meadow grassland (approximately 2.42ha).
- 3.9. These habitats will include a diverse and native species mix which will be of benefit to a range of faunal species, particularly foraging birds and invertebrates, in addition to being of intrinsic ecological value in its own right.
- 3.10. The distinction of grassland type has been identified based on the suitability of existing conditions on site and seeks to create a grassland mosaic which is structurally, botanically and genetically diverse, with local colonisation also to be encouraged and aided.
- 3.11. In order to assist with the creation of the target grassland, the mitigation land will first be prepared for seeding through a nutrient stripping exercise.
- 3.12. Furthermore, to create a species-rich seed mix suited to the local area, the primary creation exercise will look to utilise a locally sourced seed mix, or an appropriate species-rich seed mix sourced from a seed merchant such as *Emorsgate Standard General Purpose Meadow Mixture EM2 / Emorsgate Special Purpose Meadow Mixture EM3*. This mix should include Yellow Rattle *Rhinanthus minor*, a hemi-parasite of grass species, to ensure that a proper grassland meadow can establish.
- 3.13. Following the establishment of the grassland, longer-term management will seek to reduce soil fertility over time to encourage a botanically diverse and balanced sward.
- 3.14. The initial creation and longer-term management prescriptions envisaged for the site are outlined in more detail below.

### Nutrient stripping (Year 0)

- 3.15. Prior to the sowing of the new grassland habitat, it is considered that the mitigation site would benefit from a nutrient stripping exercise in order to create a more optimal growing medium for the target grassland.

#### *Option 1*

- 3.16. Due to the nature of the current arable land and the dominance of undesirable agricultural grass species, at this stage it is considered that nutrient stripping would be best achieved through a total removal of the current vegetation through heavy cuts following by deep ploughing (inversion ploughing). This would invert the typically enriched arable topsoil with the nutrient poor subsoils.
- 3.17. This process would help create a bare and nutrient poor growing medium, suitable for the establishment of a species-rich grassland.
- 3.18. In the event that there is any time lapse between the deep plough exercise and grassland seeding the fields should be kept free of any vegetation growth (arable weeds etc.) prior to sowing. This can be accomplished through repeated shallow ploughing and / or spraying, through the sensitive use of glyphosate-based chemicals.

#### *Option 2*

- 3.19. At this stage and given the history of the site, Option 1 is considered the most appropriate and effective methodology in terms of ground preparation.
- 3.20. Notwithstanding this, in the event further assessment work identifies the need for an alternative and more sensitive strategy, the site could instead be prepared through a heavy scarification exercise, following repeated heavy hay cuts (with all arisings removed from site). This would also reduce the nutrient load of the sward as well as create areas of bare ground suitable for sowing.

### Creation / Sowing (Year 0/1)

- 3.21. Following suitable site preparation (outlined above), the field would be sown with the identified target seed-mix.
- 3.22. The seed mix mixture should be sown at an appropriate density based on the mix chosen (for most mixes a rate of 4g/m<sup>2</sup> will produce optimal results).
- 3.23. All sown seeds should be sown during the Autumn ideally, but early-Spring is also acceptable. All sown seeds should be sown on bare and lightly-disturbed ground. The seeds should be rolled following sowing to ensure good contact with the soil.

### Establishment (Years 1/2)

- 3.24. Management of the grassland swards in the first years will involve regular maintenance in order to ensure that seedling development is successful, and that the growth of competitive weed species is controlled. Where required, weeding will be undertaken by hand where possible, however the use of appropriate herbicides to weed wipe or spot treat injurious weeds, invasive non-

native species, nettles or bracken may be required in certain instances. Cuttings should be removed immediately from site. For the first few years, it may be necessary to re-seed areas of wildflower grassland in order to ensure that a sufficient, self-sustainable seed-bank can develop.

- 3.25. Following sowing, the swards will be kept short (for approx. 6 months) such that light can help germination. Swards should be cut three times in the first two years; once each in March, May and September.

#### Medium to long term management (Year 3+)

- 3.26. Once the perennial meadow has established, it will need to be subject to traditional hay meadow management. Assuming that this will be purely through mechanical means (i.e. cutting using a mower), it should be subject to (up to) three cuts per year.
- 3.27. The first cut should be undertaken during early-Spring (March) to a height of approximately 70mm, and arisings should be removed from site. The grassland will then need to be left alone to grow during the main flowering season between March – August.
- 3.28. The second cut should involve a heavy main summer 'hay' cut, undertaken during August, after flowering. Grassland should be cut to a height of 70mm and all arisings should be left on site for a period of between 5 – 7 days (to allow seeds to drop). After this point, all arisings should be collected and removed.
- 3.29. If required, a third cut can then be considered during winter (November – January) to suppress any undesirable re-growth and to mimic natural grazing.
- 3.30. To provide year round structural diversity and sheltering opportunities, field margins should be left-uncut / cut on a two-year cycle.

#### Grassland Conclusion

- 3.31. The implementation of new seeding and an appropriate management regime within the grassland, as set out above, would greatly increase the ecological interest of these habitats, well beyond that of the current baseline value.

## **Objective 2: Increase Biodiversity by Maximising Opportunities for Flora and Fauna.**

- 3.32. The targeted habitat creation and the introduction of a management regime to be provided will ensure that a botanically diverse grassland will remain present within the site post-completion. This will be of benefit to several species / groups.
- 3.33. Primarily, this will benefit bird, bat and invertebrate species through enhanced foraging / resting opportunities via diversification of the grassland, which will not only be a resource in its own right, but also increase prey availability, primarily for insectivores.
- 3.34. Additionally, through the safeguarding of the site (for a period of 30-years minimum), it will act as a 'wildlife corridor', connecting other high value habitats in the wider area, thereby increasing dispersal opportunities.
- 3.35. Whilst the site is currently considered sub-optimal to other species groups, such as amphibians, Badgers, reptiles etc., should they be present in the wider area, it is expected that they will also benefit from the proposed habitat management measures for the site.

### Management Considerations

- 3.36. All initial creation and longer-term management proposed for the site will be mindful of protected species constraints and relevant wildlife legislation. If required, this will be guided by the results of future assessment work. In any event, considering the proposals strictly relate to beneficial wildlife habitat creation, there is considered to be ample scope to optimise final design to ensure all works remain legally compliant.

#### **4. MONITORING AND MANAGEMENT RESPONSIBILITIES**

##### Personnel Responsibility for Implementation of the Plan

- 4.1. Responsibility for implementation of this OHCMP, as well as for its continuation throughout a 30-year minimum period, will be placed with the land owner who will ensure that management undertaken at the site complies with the prescriptions as set out in this document (or future update documents) in order to ensure proper establishment and long-term condition.
- 4.2. Where required, Ecology Solutions or another suitably qualified ecologist, will be able to advise on any specific questions or queries in regard to any issues concerning ecology or nature conservation which may arise.

##### Monitoring and Remedial / Contingency Measures triggered by Monitoring

- 4.3. In order to assess the effectiveness of habitat creation, establishment and the 'conditions' of habitats post-development, specific ecological monitoring surveys are proposed. It is proposed that these habitat surveys are undertaken in the following years (post-creation): 1, 3, 5, 10, 15, 25 and, 30.
- 4.4. Habitat monitoring will be based around a combination of extended Phase 1 survey methodology and UK Habitat Classification (UKHab) methodology, as recommended by Natural England and Defra, to allow for the condition assessment of respective habitats.
- 4.5. Based on the results of the programmed survey works, updated management reports outlining any optimisation (if required) to on-going management can be produced. These reports would be issued to the land owner (ie. to provide remedial advice to ensure habitat targets are met), and to the relevant planning authority at agreed pre-determined intervals, the requirements of which will be agreed in a suitably worded legal obligation.
- 4.6. Outside of the formal review process outlined above, it is considered that any ad hoc or additional monitoring and remedial works be undertaken on an 'as required' basis and do not need to be undertaken by a qualified ecologist and could instead be undertaken by the Management Body employed to undertake the duties prescribed elsewhere in the OHCMP. These works will primarily highlight any immediate site-specific problems that may need addressing (such as disease or damage to flora or the presence of invasive species).

## 5. BIODIVERSITY NET GAIN ASSESSMENT

- 5.1. Based on the recorded baseline of the site, as well as the proposed habitat creation and management measures, a full Biodiversity Net Gain (BNG) assessment using the Defra BNG Metric (Version 3.1) has been applied to the mitigation site.
- 5.2. Any generated units will then be assigned to the main development site, in order to mitigate any residual impacts of the proposed development and additionally ensure that an overall BNG can be provided when considering both sites.

### Methodology

- 5.3. The methodology for undertaking the BNG assessment is based on the guidance provided within the Technical Supplement and User Guide published by Defra, in addition to the application of professional judgement.
- 5.4. The Metric works by assigning credits to the habitats located within the Development Site (both baseline and post-development). These credits are then used as a proxy to determine the ecological value of the site.
- 5.5. The respective credit score of each habitat is gauged by calculating key parameters that influence that habitats reported value. These are as follow:
  - Habitat type / distinctiveness;
  - Habitat area;
  - Habitat condition; and,
  - Strategic significance.
- 5.6. For either created or enhanced habitats, the additional main parameters are applied;
  - Habitat target type / distinctiveness;
  - Habitat target condition;
  - Time till target condition; and,
  - Difficulty of creation / enhancement.
- 5.7. The value for hedgerow / treeline habitats and ditch / watercourse habitats are calculated separately, however follow a similar working methodology as those described for area-based habitats above
- 5.8. The recorded baseline and development proposals for the site have been assessed against the above identified parameters and most recent Condition Assessment Criteria (CAC) provided by Defra.
- 5.9. In order to account for the use of UK Habitat Classification system (UKHab) within the Metric, a 'best fit' approach has been taken in order to ensure the most representative Phase-1 habitat type is being utilised for both the baseline and post-development habitats within the Metric. This has been determined using the technical supplements provided within the Metric in addition to guidance published by the UK Habitat Classification Working Group.

## 6. Results

- 6.1. In line with the above methodology, a BNG assessment using the most recent version of the Defra Metric (v3.1) has been undertaken. The baseline of the mitigation site is described in detail in Section 2 and shown graphically at Plan ECO2, the proposed habitat creation / management measures are described in Section 3, and shown graphically at Plan ECO3.

### **Strategic / Spatial Significance**

- 6.2. The mitigation site has not been identified as being located within areas of strategic or spatial significance. It does lie within land designated as "Rural Area Beyond the Green Belt" within the East Herts District Plan, however this is primarily of relevance to small-scale development and minimising the expansion of village footprints within the area, and is not considered to denote the ecological significance of the site. Whilst not specifically identified as being high spatial significance, the enhancement proposed for the site will perform functions at the landscape scale including facilitating connectivity and improving the seedbank, thereby aiding colonisation of nearby areas with species of benefit to local wildlife.

### Area Based Habitats

Baseline Habitat	Baseline Habitat Condition	Baseline area (ha)	Post-development impacts (ha)			Summary Baseline Condition Notes (see Section 2 for detailed notes)
			Enhanced	Lost	Retained	
Non-cereal crops	Condition assessment N/A	2.4281	0	2.4281	0	Seeded agricultural / temporary grassland. Very low species diversity and dominated by few grass species (>95% Perennial Rye-grass). Uniform sward, regularly managed / cut. Absence of micro-habitats.  Condition assessment is not considered relevant for this habitat type, effectively a condition of low is applied by default.

Table 1. Baseline (area) habitats.

Habitat Type	Area (Ha)	Target Condition	Target Condition Notes (see Section 3 for detailed notes)
Other Neutral Grassland	2.4281	Moderate	Created species-rich grassland, utilising suitable seed mix / source of local origin, where possible. Site to be prepared prior to sowing with appropriate nutrient stripping measures.  Initial management will ensure proper establishment, encouraging both botanical and structural diversity.  Long-term management to include traditional hay meadow management through ecologically timed cutting regime.  Monitoring of site will be undertaken to ensure target habitat type and condition are met, with any optimisation to management undertaken based on site condition and results.  With these measures it is considered that the grassland will support a range of wildflower and herb species throughout its sward, that bracken, invasive species and physical damage will be absent, and that an appropriate proportion of bare ground can be maintained (1% - 5%). It is possible that the sward structure may not always achieve the required diversity and therefore on a precautionary basis an overall condition of moderate has been selected.

Table 2. Created (area) habitats.



### Results Summary (mitigation site only)

- 6.3. The Biodiversity Metric returns the following headlines results for the mitigation site:

<b>BNG Baseline and Post-development Scenarios</b>		
<b>Baseline</b>	<b>Area</b>	<b>Units</b>
Non-cereal crops	2.4281	4.86
<b>Post-development results</b>	<b>Area</b>	<b>Units</b>
Other Neutral Grassland	2.4281	16.26
Unit change	+11.40	

Table 3. BNG Results (mitigation site)

- 6.4. The proposals for the Dowsetts Farm mitigation site will deliver a net gain of 11.40 habitat (area) units.

#### Relationship with Main Development Site

- 6.5. These 11.40 units will be used to offset the BNG shortfall associated with the application site (Land at Pines Hill, Stansted Mountfitchet).
- 6.6. In fact, this number of units significantly exceeds the on-site change and so will deliver an uplift in units far in excess of 10% and ensure that significant net gains to biodiversity can be delivered as part of the development proposals.

**7. WORK PROGRAMME (MITIGATION LAND ONLY)**

Objective	Receptor	Management Prescription and Commencement	Timing, Frequency and Duration of Works	Extent of Works / Objective
<p><b>MAINTAIN AND ENHANCE RETAINED AND CREATED HABITATS</b></p>	<p><b>Species-rich Wildflower Grassland</b></p>	<p>Ground preparation/Creation/Establishment            Years 0 - 2</p>	<p>Ground preparation step-wise cutting regime and inversion ploughing / or managing and scarification of grassland followed by sowing of suitable species-rich seed mix, during Autumn / Spring.             First cut of grassland to take place mid-Summer followed by second cut in mid-Autumn.</p>	<p>To allow successful sward establishment</p>
		<p>Long-term management            Year 3+</p>	<p>Once meadow is established, grassland will be subject to ecological management. Cuts will be undertaken during Spring (early), Summer 'hay cut' and Autumn/Winter (if required)</p>	<p>To achieve a varied sward.</p>

## PLANS

**PLAN ECO1**

Mitigation Site Boundary and Access



**PLAN ECO2**  
Site Baseline Habitats

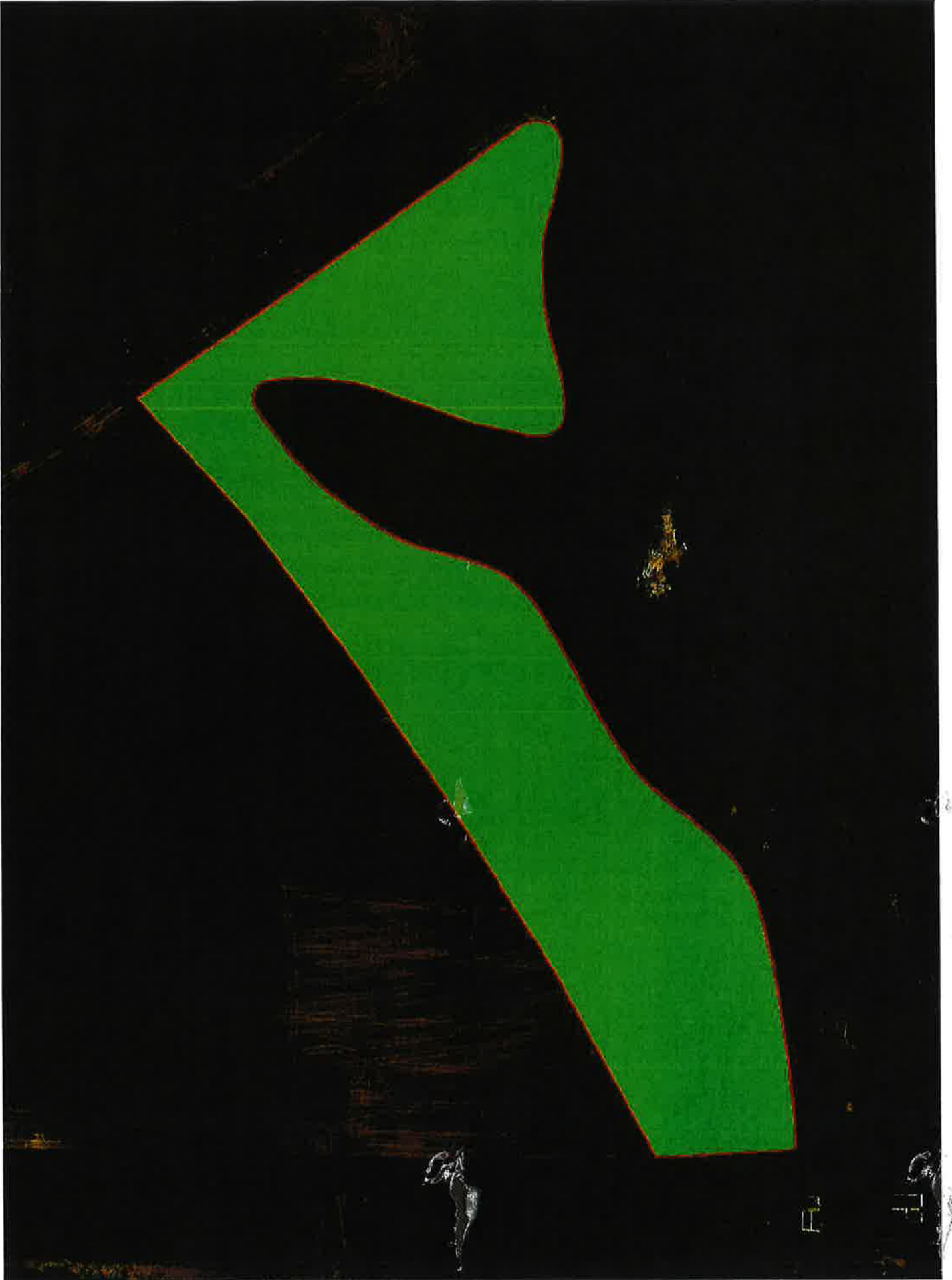


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**PLAN ECO3**  
Proposed Habitat Creation

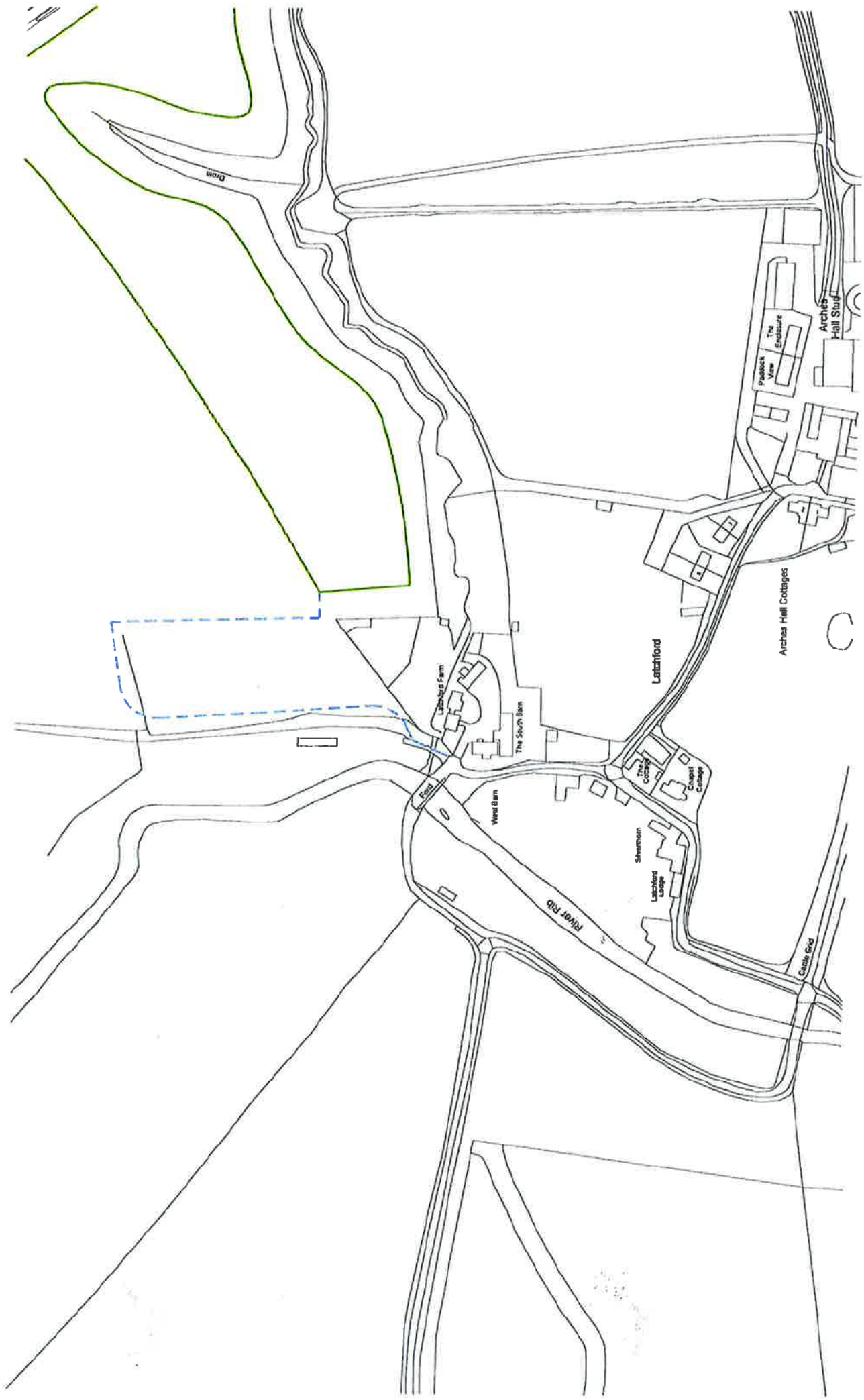




## APPENDICES

## **APPENDIX 1**

### **Off-site Offsetting Land Location Plan**



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## **ECOLOGYSOLUTIONS**

Part of the ES Group

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01451 870767 | [info@ecologysolutions.co.uk](mailto:info@ecologysolutions.co.uk) | [REDACTED]

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 )

.....  
Attesting Officer

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: .....  
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.....

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

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

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

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

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

Executed as a deed by **JEFFREY** )  
**WALTER PEARMAN** (as executor )  
for **REX WHITFORD PEARMAN** )  
(deceased)) in the presence of:

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
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Executed as a deed by **VIVIENNE** )  
**ANN HODGE** (as executor for REX )  
**WHITFORD PEARMAN** (deceased)) )  
in the presence of:

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
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Executed as a deed by **CATHERINE** )  
**MARY IZZARD** (as executor for REX )  
**WHITFORD PEARMAN** (deceased)) )  
in the presence of:

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....  
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Executed as a deed by

NAME: .....

SIGNATURE: .....

as attorney of **BARCLAYS SECURITY TRUSTEE LIMITED**

in the presence of:

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

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