

DATED 4th August 2020

UTTLESFORD DISTRICT COUNCIL  
and  
ESSEX COUNTY COUNCIL  
and  
MARK BURFIELD HOLMES  
and  
ROBERT MURTON HOLMES  
and  
SASHA RENWICK HOLMES  
and  
TANYA RENWICK CRAN  
and  
NIGEL JOHN BURFIELD HOLMES  
and  
ROSEMARY HOLMES

Section 106 agreement relating to the Land South of Rush Lane, Elsenham,  
Essex

Dawn French Chief Executive

Ref: ES/10646

Tel: 01799 510417



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

[Redacted] solicitor. Saffron Walden,  
5/viii/20



**AGREEMENT** made the 4<sup>th</sup> day of August two thousand and twenty between

**1 UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) of the first part;

**2 ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford CM1 1QH (hereinafter referred to as ECC) of the second part; and

**3 MARK BURFIELD HOLMES, ROBERT MURTON HOLMES, SASHA RENWICK HOLMES and TANYA RENWICK CRAN** of Mill House, Rush Lane, Elsenham, Bishops Stortford, CM22 6EE (hereinafter called the "First Owner") of the third part

**4. NIGEL JOHN BURFIELD HOLMES AND ROSEMARY HOLMES** of Mill House, Rush Lane, Elsenham, Bishops Stortford, Essex, CM22 6EE (hereinafter called the "Second Owner") of the fourth part

**1 Definitions**

1.1 "the 1972 Act" shall mean the Local Government Act 1972

1.2 "the 1990 Act" shall mean the Town & Country Planning Act 1990

1.3 "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999

1.4 "the 2011 Act" shall mean the Localism Act 2011

1.5 "the Land" shall mean the land south of Rush Lane, Elsenham, Essex shown on the Plan 1 edged in red

1.6 "Affordable Housing Land" shall mean the land on which the Affordable Housing Units will be constructed in accordance with the Permission

- 1.7 "Affordable Housing Units" shall mean the units of accommodation to be constructed on the Land for persons unable to compete for housing on the open market
- 1.8 "Affordable Rented Units" shall mean rented housing provided by an Approved Body that has the same characteristics as social rented housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to those in identified housing need at a rent of up to 80% of local market rents inclusive of service charges
- 1.9 "Affordable Housing Mix" means the mix of unit types at paragraph 5 of Part 1 of Schedule 2
- 1.10 "Appeal" means the appeal given reference number APP/C1570/W/19/3242550 submitted by Rosconn Strategic Land Limited, Nigel John Burfield Holmes, Rosemary Holmes, Mark Burfield Holmes, Robert Murton Holmes, Sasha Renwick Holmes and Tanya Renwick Holmes against refusal of the Planning Application
- 1.11 "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 the Homes England or any other body organisation or company approved by UDC and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
- 1.12 "Bus Service Contribution" shall mean the sum of £107,280 (One Hundred and Seven Thousand Two Hundred and Eighty Pounds) payable to ECC in accordance with paragraph 1.1 of Schedule 9 to which sum the Relevant Highway Indexation shall be added
- 1.13 "Bus Service Contribution Purposes" shall mean the provision of an enhanced bus service to serve Elsenham, Stansted Mountfitchet, Stansted Airport or other areas within the locality of the Land or sustainable transport infrastructure within the vicinity of the Land and local amenities and shall

include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Bus Service Contribution

- 1.14 "Completion Notice" means the notice served by the Owner on ECC pursuant to Paragraph 2.3 of Schedule 4
- 1.15 "the Development" shall mean the development authorised by the Permission
- 1.16 "Early Years and Child Care Contribution" means the Early Years and Child Care Pupil Product multiplied by the cost generator of seventeen thousand four hundred and twenty-two pounds sterling (£17,422.00)
- 1.17 "Early Years and Child Care Purposes" means the design (including feasibility work) and/or the provision of facilities for the education and/or care of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within the Elsenham and/ or Henham Wards and/or a three mile radius of the Development including the reimbursement of capital funding for such provision made by ECC in anticipation of the Early Years and Child Care Contribution
- 1.18 "Early Years and Child Care Pupil Product" means the sum of the Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09
- 1.19 "Education Contribution" means the Early Years and Child Care Contribution the Primary Education Contribution and the Secondary Education Contribution to which sums the Relevant Education Indexation shall be added
- 1.20 "Education Index" means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC
- 1.21 "Education Index Point" means a point on the most recently published edition of the Education Index at the time of use

- 1.22 "Education Purposes" means the Early Years and Child Care Purposes the Primary Education Purposes and the Secondary Education Purposes
- 1.23 "Eligible Person" shall mean a person or persons considered by the Approved Body to be in need of an Affordable Housing Unit who is unable to compete in the normal open market for property in the District of Uttlesford and who (or one of whom) was born in the District of Uttlesford and/or lives in the District of Uttlesford and/or used to live in the District of Uttlesford but has been forced to move away because of a lack of affordable housing in the area and/or has a parent or children who live in the District of Uttlesford
- 1.24 "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
- 1.25 "General Index" means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC
- 1.26 "General Index Point" means a point on the most recently published edition of the General Index at the time of use
- 1.27 "Highways Index" means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC and "Index Point" means a point shown on the Relevant Highway Index indicating a relative cost at a point of time
- 1.28 "HomeBuy Agent" shall mean the zone agent keeping a register of persons seeking shared ownership dwellings for Essex
- 1.29 "Homes England" shall mean the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation

1.30 "Housing Units" shall mean the dwellings to be constructed in accordance with the Permission being the Affordable Housing Units and the Open Market Housing Units

1.31 "House" means a Housing Unit that does not meet the definition of a Flat

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

- a. land survey
- b. ecological survey
- c. archaeological survey
- d. remediation
- e. erection of fences or hoardings in association with securing the land
- f. investigations of ground conditions
- g. remedial works in respect of construction or other adverse ground conditions
- h. land access formation works

and Implement and Implemented shall mutatis mutandis be construed accordingly

1.33 "Implementation Date" shall mean the date specified by the Owner to UDC in a written notice served upon UDC 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

1.34 "Index" shall mean the Index of Retail Prices compiled and published by Her Majesty's Government from time to time

1.35 "Index Linked" shall mean that the sum shall be changed by an amount equal to the change in the Index

- 1.36 "Leaseholder" shall mean the person or persons to whom an Affordable Housing Unit sold as a Shared Ownership Unit shall be allocated in accordance with this Agreement
- 1.37 "Management Company" shall mean a company body or other entity responsible for the long-term management and maintenance of the local area of play and Public Open Space and the Sustainable Drainage Scheme
- 1.38 "Monitoring Fee" shall mean the sum of £4,800 (Four Thousand Eight Hundred Pounds) to reflect UDC planning officer time in monitoring compliance with this Agreement by the Owner which will include but not be limited to:
- recording of payments
  - proof of expenditure
  - meetings
  - all correspondence - site visits
  - data entry
- 1.39 "Nominated Person" shall mean a person or persons nominated by UDC from their housing register or the HomeBuy Agent to be offered an Affordable Housing Unit by the Approved Body in order of priority under the Band Criteria in Schedule 5
- 1.40 "Occupation" shall mean occupation of a building constructed as part of the Development 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 storage of plant and material and Occupied and Occupy shall mutatis mutandis be constructed accordingly
- 1.41 "Open Market Housing Units" shall mean the dwellings to be constructed in accordance with the Permission which are not Affordable Housing Units



- 1.42 "the Permission" shall mean the planning permission granted pursuant to the Planning Application including any planning permission granted pursuant to the Appeal.
- 1.43 "Plan 1" shall mean the plan showing the Land marked 'Plan 1' at Schedule 1
- 1.44 "the Planning Application" shall mean the application made by Rosconn Strategic Land, Nigel John Burfield Holmes, Rosemary Holmes, Mark Burfield Holmes, Robert Murto Holmes, Sasha Renwick Holmes, and Tanya Renwick Cran under reference number UTT/19/0437/OP for the development of up to 40 Housing Units with all matters reserved except for access
- 1.45 "Primary Education Contribution" means the Primary Pupil Product multiplied by the cost generator of Fifteen Thousand two hundred and eighty-one-pounds sterling (£15,281.00)
- 1.46 "Primary Education Purposes" means the design (including feasibility work) and or the provision of additional facilities for the education and/ or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs within the Uttlesford Primary School Planning Group 3 (Stansted) as named in the 2019-2029 ECC 10 Year Plan for School Places including any successor institutions and includes the reimbursement of capital funding for such provision made by ECC in anticipation of the Primary Education Contribution
- 1.47 "Primary Pupil Product" means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3
- 1.48 "Public Open Space" shall mean an area of landscaped land in such position on the Land as shall be agreed between UDC and the Owner
- 1.49 "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

- 1.50 "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
- 1.51 "Reasonable Endeavours" shall mean that it is agreed by the Owner, UDC and ECC that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to the other terms of this Agreement such party will attempt to fulfill the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfillment of the relevant obligation) may be reasonable to expect: in the case of the Owner of a competent landowner in the context of the Development; and in the case of ECC and UDC, of a competent local planning authority acting reasonably in the context of its statutory functions PROVIDED THAT it shall not include all reasonable or best endeavours
- 1.52 "Relevant Education Indexation" means the amount that the Owner shall pay with and in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change shown by the Education Index between the Education Index Point at April 2018 and the Education Index Point pertaining to the date the payment is due to be paid to ECC
- 1.53 "Relevant Highway Indexation" means the amount that the Owner shall pay with and in addition to the Bus Service Contribution paid that shall equal a sum calculated by taking the amount of the Bus Service Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Index Point pertaining to April 2018 and the date of the most recent Index Point published in relation to the date the payment is due to be made to ECC

- 1.54 "Relevant General Indexation" means a sum calculated by taking the amount being paid and multiplying this amount by the percentage change shown in the General Index between the General Index Point pertaining to April 2018 and the date payment is made to ECC
- 1.55 "Reserved Matters Approval" means an approval of reserved matters issued pursuant to the Permission
- 1.56 "Secondary Education Contribution" means the Secondary Pupil Product multiplied by the cost generator of twenty-three thousand two hundred and fourteen pounds sterling (£23,214.00)
- 1.57 "Secondary Education Purposes" means the design (including feasibility work) and/or delivery and/or provision of additional facilities for the education and or care of children between the ages of 11 to 19 (both inclusive) including those with special educational needs at Forest Hall School Stansted Mountfitchet including any successor institution or institutions /and including the reimbursement of capital funding for such provision made by ECC in anticipation of the Secondary Education Contribution
- 1.58 "Secondary Pupil Product" means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2
- 1.59 "Seven Day LIBID Rate" shall mean an assessment of the rate of interest ECC can expect to earn on investments through the money /market, the rate used being the average interest rate at which banks are willing to borrow eurocurrency deposits or such other rate as ECC considers appropriate
- 1.60 "Shared Ownership Units" shall mean Affordable Housing Units which will be offered on Shared Ownership Terms by the Owner to persons in need of affordable housing in accordance with Schedule 2
- 1.61 "Shared Ownership Terms" shall mean the Affordable Housing Unit is let:
- 1.61.1 In accordance with 'shared ownership arrangements' within the meaning of section 70(4) of the Housing and Regeneration Act 2008; and

1.61.2 On a lease in the form of the Homes England standard lease on terms where:

- (a) the percentage of the value of the dwelling paid as a premium on the day on which a lease is granted under the shared ownership arrangement does not exceed 75 per cent of the market value (where the market value at any time is the price which the dwelling might reasonably be expected to fetch if sold at that time on the open market);
- (b) on the day on which a lease is granted under the shared ownership arrangements, the annual rent payable is not more than three per cent of the value of the unsold interest; and
- (c) in any given year the annual rent payable does not increase by more than the percentage increase in the CPI for the year to September immediately preceding the anniversary of the day on which the lease was granted plus one per cent;

1.62 "Sustainable Drainage Scheme" shall mean all the works and constructions which are comprised in the surface water drainage system for the Development and the Land

1.63 "Unit Mix" means the number of flats and the number of houses the sum of which shall for the avoidance of doubt equal the total number of Housing Units to be constructed on the Land or created by conversion of an existing building on the Land and including a breakdown of houses and flats by number of bedrooms

1.64 "Working Days" shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year's Day

## 2 Recitals

2.1 UDC is the District Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated

- 2.2 ECC is the local authority for statutory age education and pre statutory age education and childcare and the local highway authority within the District in which the Land is situated
- 2.3 The First Owner and the Second Owner are registered at HM Land Registry as proprietors of the Land with freehold title under the Title Numbers EX749114 and EX753065 and are hereinafter collectively referred to as "the Owner".
- 2.4 UDC refused the Planning Application by notice dated 14th November 2019. The Owner has appealed against the refusal of the Planning Application.
- 2.5 ECC and the Owner have agreed to enter into this Agreement pursuant to the operative powers described in clause 3 for the purpose of regulating the Development and use of the Land in the event that the Permission is granted.

### 3 Enabling Powers and Obligations

- 3.1 This Agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act.
- 3.2 Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC and ECC,
- 3.3 No person shall be liable for a breach of a covenant, obligation or restriction relating to any part of the Land in which it has no interest at the date of the breach but without prejudice to liability for any breach occurring at a time when the party held an interest in the relevant part of the Land.

### 4 Obligations undertaken by the Owner

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

- (a) observe and comply with the obligations contained in Schedule 2 and Schedules 4,8 and 9;
- (b) pay to ECC its legal fees associated with the drafting negotiating and completion of this Deed before completion not to exceed the sum of £1,500.00
- (c) pay to the Council its legal fees associated with the drafting negotiating and completion of this Deed before completion in the sum of £3,250.00

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

#### 5 Obligations Undertaken by UDC

UDC covenants with the Owner to observe and perform the restrictions and obligations contained in Schedules 2 and 3

#### 6 Obligations Undertaken by ECC

ECC covenants with the Owner to observe and comply with the obligations contained in Schedules 4, 8 and 9

#### 7 Conditionality

7.1 Subject to Clause 7.2, this Agreement will take effect on delivery

7.2 Other than the obligations in Clauses 4.1(b) and 4.1(c), the obligations in this Agreement are conditional on, and will not take effect until, the grant of the Permission

#### 8 Notice of Implementation

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

8.2 Forthwith upon Implementation the Owner will give UDC notice of Implementation

9 Provisos and Interpretation

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

9.2 If any provision of this Agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law or a planning inspector or the secretary of state finds pursuant to the Appeal that one or more of the provisions herein are not compliant with the Community Infrastructure Levy Regulations 2010 such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected

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

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

9.5 The headings in this Agreement do not affect its interpretation

9.6 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this Agreement

9.7 Unless the context otherwise so requires:

9.7.1 references to UDC ECC the Owner include its permitted successors and assigns (including statutory successors)

- 9.7.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and
- 9.7.3 references to any gender include both genders
- 9.8 Representatives of UDC or ECC may enter upon the Land at any reasonable time and on reasonable notice to ascertain whether the terms of this Agreement and of the Planning Permission are or have been complied with, subject to complying with all health and safety and/or security requirements of the Owner or of any developer carrying out the Development and subject to UDC or ECC (as applicable) making good any damage caused by their entry or inspection of the Land.
- 9.9 No compensation shall be payable by UDC or ECC to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement 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 Owner and at no cost to UDC or ECC.
- 9.10 In the event that the Owner fails to serve on UDC and/or ECC any of the notices that they are required by the provisions of this Agreement to serve then UDC and/or ECC (as the case may be) shall be entitled to payment of the various financial contributions contained in this Agreement 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 financial contribution, and the time period for the return of the relevant financial contribution shall be extended accordingly.
- 9.11 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Land or the part of the Land in respect of which such breach occurs, but they will remain liable for any breaches of their obligations in this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any



covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purposes of this Clause

9.12 The balance of money in the account or accounts into which UDC and/or ECC has paid any financial contribution shall not be subject to return by UDC and/or ECC to the original paying party in the event that the original paying party or liable person has a winding-up petition or a petition for an administration order presented against it. This shall also be the case if the original paying party passes a winding-up resolution or an administrative receiver or a receiver or a receiver and manager is appointed in respect of the Land or any part of it of the original paying party or such liable person or that they shall enter into any arrangement, scheme, compromise, moratorium or composition with creditors or any of them.

10 Agreements and Declarations

10.1 The obligations contained in Schedules 2, 4, 8, and 9 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedules 2, 4, 8 and 9) and in the event that the Permission is not implemented and expires the obligations contained in Schedules 2 and 4 shall absolutely cease and determine without further obligation upon the Owner or their successors in title

10.2 The obligations contained in Schedules 2, 4 8 and 9 shall absolutely cease and determine without further obligation upon the Owner or its successors in title if the Permission is revoked, quashed, is modified without the consent of the Owner expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission

10.3 Subject always to clause 17 of this Agreement nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission)

10.4 The obligations under this Agreement shall not be enforceable against

- (a) persons who purchase or take leases of the Housing Units other than in respect of restrictions on the use of the Affordable Housing Units (or their successors in title chargees mortgagees or receivers) nor
- (b) any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function

10.5 This Agreement constitutes a Local Land Charge and shall be registered as such provided that UDC will upon the happening of any of the eventualities referred to in paragraphs 10.1. and 10.2. of this Part or upon the determination of this Agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this Agreement.

#### 11 Exclusion of the 1999 Act

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

#### 12 Notices

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

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

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

12.2.2 to ECC shall be addressed for the attention of the Section 106 Officer and sent by email: [development.enquiry@essex.gov.uk](mailto:development.enquiry@essex.gov.uk) and by post to Essex

County Council Planning Service Place and Public Health County Hall  
Chelmsford CM1 1QH

12.2.3 to the Owner shall be addressed to Rosconn Strategic Land Limited and sent by post to Grove House 1 Grove Road, Stratford upon Avon, Warwickshire, CV37 6PE

13 Entire Agreement

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

14 Monitoring Fee

14.1 Upon Implementation the Owner will pay the Monitoring Fee to UDC

15 Determination of Disputes

15.1 Subject to clause 15.7, if any dispute arises relating to or arising out of the terms of this Agreement ECC or the Owner may give to the other written notice requiring the dispute to be determined under this clause 15. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute

15.2 For the purposes of this clause 15 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Land

15.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take

such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 15.4.

15.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organization generally recognized as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organization exists, or the parties cannot agree the identity of the organization, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute)

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

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

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

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

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

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

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

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

15.7 This clause 15 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England

16 Jurisdiction

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

17 Section 73 Variation

In the event that the Council or planning inspector on appeal shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions attached to the Permission (and for no other purpose whatsoever) references in this Deed to the Permission and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly

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



**THE COMMON SEAL OF  
UTTLESFORD DISTRICT COUNCIL** as

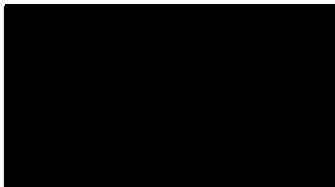
hereunto affixed in the presence of:



Authorised Signatory

**THE COMMON SEAL OF  
ESSEX COUNTY COUNCIL**

was hereunto affixed in the presence of:



Attesting Officer





**SIGNED AS A DEED BY  
MARK BURFIELD HOLMES**

Acting by his attorney

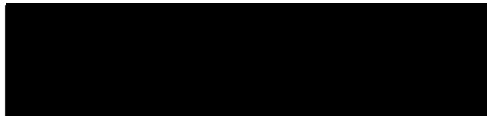
under a power of attorney dated *17 April 2020*.

Attorney Name: *SASHA RENWICK HOLMES*

Attorney Signature:

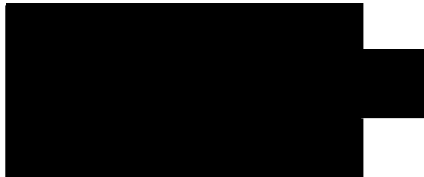


Witness Name:



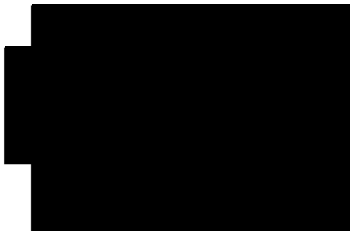
Witness Occupation: *FARMER*

Witness Address:

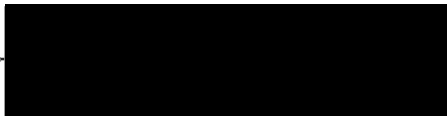


**SIGNED AS A DEED BY  
ROBERT MURTON HOLMES**

in the presence of:

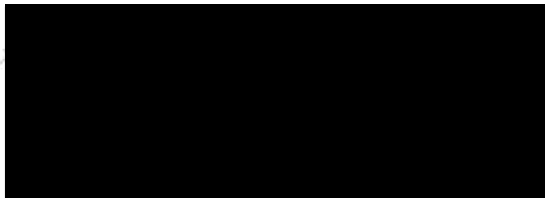


Witness Name:



Witness Occupation: *CONTRACT OFFICER*

Witness Address:



*3-12-20*

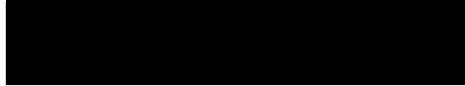


**SIGNED AS A DEED BY  
SASHA RENWICK HOLMES**

in the presence of:

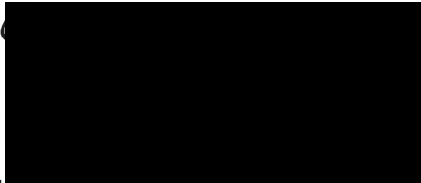


Witness Name:



Witness Occupation: *FARMER*

Witness Address:



**SIGNED AS A DEED BY  
TANYA RENWICK CRAN**

Acting by her attorney

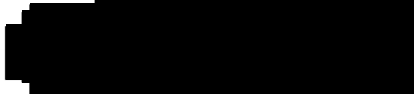
under a power of attorney dated *15 July 2020*

Attorney Name: *SASHA RENWICK HOLMES*

Attorney Signature:

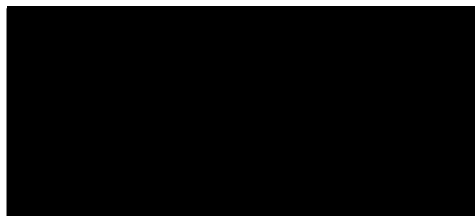


Witness Name:



Witness Occupation: *FARMER*

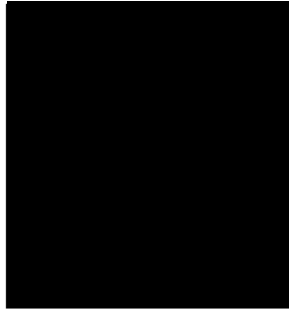
Witness Address:





**SIGNED AS A DEED BY  
NIGEL JOHN BURFIELD HOLMES**

in the presence of:

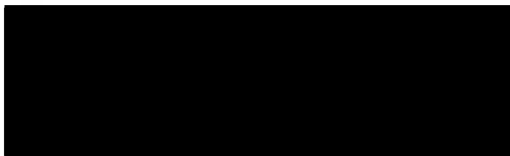


Witness Name:



Witness Occupation: *FARMER*

Witness Address:

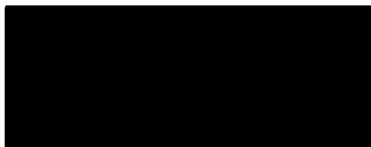


**SIGNED AS A DEED BY  
ROSEMARY HOLMES**

in the presence of:

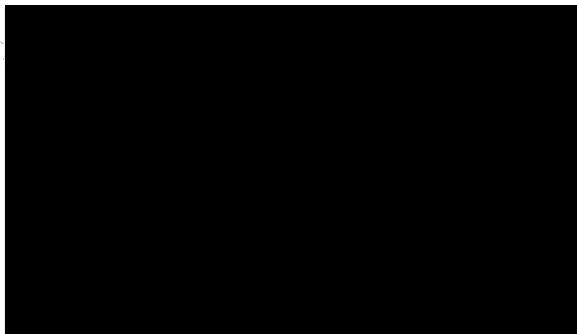


Witness Name:



Witness Occupation: *> Retired*

Witness Address:



*W-21-3*



**Schedule One  
Plan 1 – The Land**





**SCHEDULE 2**  
**(Obligations entered into with UDC and ECC)**

The Owner covenants with UDC and ECC so as to bind its interest in the Land:

**Part 1**  
**Affordable Housing**

- 1 The Affordable Housing Units shall comprise 40% of the total of all Housing Units constructed in accordance with the Permission PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%
- 2 5% of the Affordable Housing Units shall be wheelchair accessible PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%
- 3 The Affordable Housing Units will be positioned on the Land in separate groups. The groups will not be contiguous and each group will not comprise more than 15 Affordable Housing Units unless otherwise agreed in writing with UDC
- 4 The tenure mix of Affordable Housing Units will be 70% Affordable Rented Units and 30% Shared Ownership Units unless otherwise agreed in writing with UDC
- 5 The type and mix of the Affordable Housing Units shall be submitted to and approved by the Council prior to Implementation
- 5.1 Prior to the Occupation of the first (1st) Open Market Housing Unit in each part of the Development where a reserved matter approval is obtained (or in the alternative, at the Owner's election, prior to the Occupation of the first (1st) Open Market Housing Unit in respect of the whole Development) the Owner shall:

EITHER

transfer the whole of the Affordable Housing Land or the relevant part thereof from time to time to an Approved Body as a freehold estate

OR

complete a binding agreement with an Approved Body (proof of which to be supplied to UDC if requested) for the completion of the Affordable Housing Units and the transfer of the Affordable Housing Units and the Affordable Housing Land FOR THE AVOIDANCE OF DOUBT the Owners may complete a binding agreement with an Approved Body for the completion and transfer of the Affordable Housing Units and Affordable Housing Land within the entire Development or from time to time for each part of the Development where a reserved matter approval is obtained as the Owner wishes

6 Not to carry out any development authorised by a Reserved Matters Approval:

(a) until a plan showing the tenure of the Housing Units in accordance with the Affordable Housing Mix 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; or

(b) other than in accordance with the plan approved for the purposes of paragraph 6(a).

7 Prior to the Occupation of 75% of the Open Market Housing Units to be constructed in accordance with the Permission the Affordable Housing Units shall be substantially completed and ready for Occupation and transferred to an Approved Body as a freehold estate (if not already transferred in accordance with paragraph 6 above)

8 After the substantial completion of any of the Affordable Housing Units no Affordable Housing Unit shall be Occupied unless there is compliance with the following paragraphs 8.1. to 8.6:

8.1 Upon completion of the Affordable Housing Units and thereafter the Approved Body will allocate each Affordable Housing Unit to a Nominated Person

provided by UDC or the HomeBuy Agent in accordance with the following provisions;

- 8.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of an Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit that he wishes to sell his interest in an Affordable Housing Unit the Approved Body will give notice thereof to UDC as regards the Affordable Rented Unit and the HomeBuy Agent as regards the Shared Ownership Unit;
- 8.1.2 Within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC of receiving the notice from the Approved Body under the provisions of paragraph 8.1.1. of this Schedule as regards an Affordable Rented Unit UDC will give details of the Nominated Person for each Affordable Rented Unit to the Approved Body;
- 8.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 8.1.2. of this Schedule from UDC the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC offer to grant the tenancy of the Affordable Rented Unit to the Nominated Person;
- 8.1.4 Comply with the requirements of the HomeBuy Agent as to the transfer and lease of the Shared Ownership Unit to the Nominated Person
- 8.2 If UDC fails to give details of a Nominated Person under the provisions of paragraph 8.1.2. of this Schedule or the HomeBuy Agent fails to give details of a Nominated Person the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit
- 8.3 Where UDC fails to give details of a Nominated Person under the provisions of paragraph 8.1.2. of this Schedule or the HomeBuy Agent fails to give details of a nominated Person and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to

paragraph 8.2. above the Approved Body may grant a tenancy of an Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy

- 8.4 In respect of any of the Affordable Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units UDC shall in accordance with paragraph 8.1. above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% (seventy-five per cent) of such vacant Affordable Rented Units
- 8.5 The terms of the tenancy agreements for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of the Homes England
- 8.6 The Approved Body will not:
- 8.6.1 Transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this Agreement;
- 8.6.2 Sell let or dispose (except by way of legal charge) of any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with paragraphs 8.1. to 8.5. of this Schedule
- 8.7 The Approved Body will give UDC one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable

Housing Unit to an occupier of a Shared Ownership Unit or an occupier of an Affordable Rented Unit who has exercised the right to acquire

- 8.8 For the purposes of this paragraph the expression "Mortgagee" shall mean any holder of a mortgage secured upon the Affordable Housing Units and/or the Affordable Housing Land or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
- 8.9 A Mortgagee or a receiver appointed by a Mortgagee may exercise its power of sale of the Affordable Housing Units (or any of them) provided that a Mortgagee shall first serve notice on UDC of its intention to exercise its power of sale and shall use its reasonable endeavours over a period of two months from the date on which it served such notice to dispose of them to an Approved Body or to UDC and then on expiration of two months from the date of the service of the notice of its intention to dispose of the Affordable Housing Units 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 which provisions shall determine absolutely
- 8.10 A Leaseholder of a Shared Ownership Unit who has staircased to 100% Ownership and a tenant of an Affordable Rented Unit who exercises the right to acquire (or their mortgagee or any party deriving title from them) shall not be bound by the terms of this Agreement
- 8.11 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 Agreement shall continue (notwithstanding paragraph 8.7. above) in respect of such other provider
- 8.12 Should the Homes England be abolished and its functions not be replaced by any other statutory body UDC shall fulfil the functions of the HomeBuy Agent

**Part 2**  
**[Not Used]**

**Part 3**  
**Management Company**

1. The Owner shall set up a Management Company and the details of the set-up of the Management Company and the arrangements with the Management Company in relation to the Sustainable Drainage Scheme, the Public Open Space and a local area of play shall be agreed in writing by UDC before the Occupation of the first (1st) Housing Unit

**Part 4**  
**Sustainable Drainage Scheme**

1. Prior to the submission of the first Reserved Matters Application a maintenance schedule shall be submitted to and agreed in writing with UDC
2. Prior to the Occupation of the final Open Market Housing Unit the Sustainable Drainage Scheme shall be adopted and maintained by the Management Company in accordance with the details approved by UDC under the corresponding condition of the Permission and in accordance with the maintenance schedule for as long as at least one Housing Unit within the Development is Occupied
3. For five (5) years beginning with the date the Sustainable Drainage Scheme is adopted by the Management Company maintenance records shall be submitted to UDC at the end of each twelve-month period

## **Part 5**

### **Local Area of Play and Public Open Space**

1. Prior to the Occupation of 80% of the Open Market Housing Units a local area of play (LAP) and the Public Open Space shall be completed and ready for use and a letter of satisfactory completion received from UDC such letter to be conclusive and binding upon UDC. No more than 90% of the Open Market Housing Units may be Occupied unless and until the LAP and the Public Open Space has been transferred to the Management Company which shall thereafter manage and maintain the LAP and the Public Open Space for as long as at least one Housing Unit is Occupied





**SCHEDULE 3**  
**(Obligations entered into by UDC)**

1. If UDC refuse a request for a letter of satisfactory completion under any of the provisions in Schedule 2 the reasons for that refusal shall be in writing and give reasons for the refusal and set out the works necessary to enable a letter of satisfactory completion to be issued



**SCHEDULE 4**  
**Education**

**1. NOTICES**

1.1 Any notice or other written communication to be served or given by one party upon or to any other under the terms of this Schedule shall be deemed to have been validly served or given only if received both by electronic mail or by recorded delivery post to the party upon whom it is to be served provided always that the notice or other written communication is marked as specified in Paragraph 1.2 of this Schedule

1.2 For ECC all notices referred to in this Schedule shall be marked URGENT NOTICE for the attention of the Section 106 Officer and sent

1.2.1 by post to Essex County Council, Planning Service, Place & Public Health, County Hall, Chelmsford, CM1 1GS and

1.2.2 by electronic mail to [development.enquiry@essex.gov.uk](mailto:development.enquiry@essex.gov.uk)

1.3 For the Owner all notices referred to in this Schedule shall be sent

1.3.1 by post to Rosconn Strategic Land Limited, Grove House, 1 Grove road, Stratford Upon Avon, CV37 6PE

2 The Owner hereby covenants with ECC:

2.1 to serve a notice on ECC not less than three (3) months prior to Implementation stating the expected date Implementation will take place and the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to ECC then the Owner shall serve on ECC a further notice stating the revised Unit Mix within ten(10) Working Days of the revised Unit Mix being decided and in the further event that the Owner fails to serve any notice set out in this Paragraph ECC may estimate and determine the Unit Mix as it sees fit acting reasonably

- 2.2 to serve a notice on ECC within one (1) month of the first Occupation of a Housing Unit stating the date of the first Occupation of a Housing Unit and then 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
- 2.3 to serve a notice on ECC (which is the Completion Notice under this Agreement) within twenty (20) Working Days of all Housing Units forming part of the Development being Occupied for the first time stating the date all the Housing Units were Occupied for the first time and also stating the final Unit Mix and for the avoidance of doubt any dispute regarding any notice to be served under this Agreement may be resolved through the mechanisms set out in clause 15 of this Agreement and the notice thereby deemed amended accordingly
- 2.4 not to Implement unless and until twenty-five per cent (25%) of the Education Contribution has been paid to ECC;
- 2.5 to pay twenty-five percent (25%) of the Education Contribution to ECC prior to Implementation;
- 2.6 not to Occupy (or allow cause or permit first Occupation of any Housing Units) unless and until a further fifty per cent (50%) of the Education Contribution has been paid to ECC;
- 2.7 to pay a further fifty per cent (50%) of the Education Contribution to ECC before Occupation of any Housing Units;
- 2.8 not to Occupy (or to allow cause or permit first Occupation of) more than fifty per cent (50%) of the Housing Units unless and until the final 25% of the Education Contribution has been paid so that the Education Contribution is paid in full.

- 2.9 to pay the final 25% of the Education Contribution so that the Education Contribution is paid in full prior to the Occupation of fifty per cent (50%) of the Housing Units
3. ECC hereby covenants with the Owner
- 3.1 Within two (2) months of receipt of the written notice given pursuant to Paragraph 2.1 of this Schedule to inform the Owner of the amount (or revised amount) of the Education Contribution due at the expected date of payment under Paragraphs 2.2 – 2.3 of this Schedule 4
- 3.2 to place the Education Contribution when received into an interest bearing account and to utilise the same solely for the Education Purposes as appropriate:
- 3.3 that upon receipt of a request in writing to do so to be received by ECC no sooner than the tenth (10th) anniversary of the Education Contribution being paid in full to return to the Owner (which term for the purposes of this clause 3.3 shall refer to the original owner and shall not include successors in title) any part of the Education Contribution that remains unexpended when such request in writing is received (together with any interest accrued on the unexpended part) PROVIDED THAT where a legally binding contract or obligation has been entered into by ECC prior to the tenth (10th) anniversary of receipt of the Education Contribution in full to make a payment in respect of the 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 (if any) shall not include such payment; and
- 3.4 that upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of the first Occupation of the final Housing Unit ECC shall provide the Owner with a statement confirming whether the Education Contribution has been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contribution has in whole or in part been spent.

4. It is hereby agreed and declared:
- 4.1 In the event that the Owner fails to serve notice as set out in Paragraph 2.1 of this Schedule then ECC may calculate the amount of the Education Contribution based on an estimate of the Unit Mix as it sees fit acting reasonably and demand and enforce payment of the Education Contribution at any time after the date that the Education Contribution becomes payable under this Agreement;
- 4.2 In the event that the Unit Mix to be constructed as the Development does not match the Unit Mix on which the Education Contribution paid was based the Owner shall pay to ECC within twenty (20) Working Days of the change in Unit Mix becoming apparent any amount pertaining to the difference between the Education Contribution paid and the Education Contribution pertaining to the Unit Mix to be constructed as part of the Development and any such amount shall from the date payment is received by ECC form part of the Education Contribution;
- 4.3 In the event that the Education Contribution or part thereof is paid later than the date it is due then the amount of the Education Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date payment was due and the Education Index Point prevailing at the date of payment multiplied by the Education Contribution or part thereof due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the Seven Day LIBID Rate from the date payment is due until the date payment of the amount due is received by ECC;
- 4.4 In addition to the requirement of 4.3 above in the event that any sum due to be paid by the Owner to ECC pursuant to this Deed should not be received by ECC by the date that the sum is due then the Owner hereby covenants to pay ECC within ten (10) Working Days of receiving a written request all reasonable costs that ECC has incurred as a result of or in pursuance of such late payment

including the sum of fifty pounds sterling (£50) plus Relevant General Indexation for each and every letter sent to the Owner pursuant to the debt;

- 4.5 In the event that the Education Contribution is overpaid by the Owner (because the Unit Mix to be constructed as the Development does not match the Unit Mix on which the Education Contribution was based or otherwise) then ECC shall be under no obligation to return any such overpaid sum or sums in whole or in part if in good faith ECC have spent the Education Contribution or have entered into a legally binding contract(s) or obligation(s) to spend the Education Contribution in accordance with Paragraph 3.2 of this Schedule PROVIDED THAT the County Council shall otherwise be under an obligation to return any such overpaid sum or sums in whole or in part to the Owner if the Owner notifies ECC of such overpayment within thirty (30) Working Days of such overpayment having been made
- 4.6 Any dispute in relation to how any part of the Education Contribution has been spent must be raised by the Owner and received by ECC within twenty (20) Working Days of receipt by the Owner of ECC's statement referred to in Paragraph 3.4 of this Schedule 4 and shall clearly state the grounds on which the expenditure is disputed.
- 4.7 In the event that no written request is received by ECC from the Owner pursuant to Paragraph 3.4 or no valid dispute is raised by the Owner pursuant to Paragraph 4.6 above the Owner shall accept that the Education Contribution has been spent in full on their appropriate purposes.
- 4.8 ECC may utilise up to two percent (2%) of the total amount of the Education Contribution received under this Agreement to a maximum of two thousand pounds sterling (£2,000) plus Relevant General Indexation for the purposes of monitoring and managing the administration of the Education Contribution and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Education Contribution.





## **SCHEDULE 5**

### **Band Criteria**

#### **BAND A**

Applicants meet at least one of the following criteria

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

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

## **BAND B**

Applicants meet at least one of the following criteria

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

- a. The remedies that are needed to reduce the hazard will require the property to be vacated for a significant period of time
  - b. The cost of the remedies are beyond the means of the applicant (where applicable)
  - c. The remedies will make the property unsuitable for occupation by the applicant
- viii. Multiple needs – Applicants with four or more needs in band C will move to band B

### **BAND C**

Applicants meet at least one of the following criteria

- i. Moderate medical/welfare award
- ii. Notice of Seeking Possession
- iii. Assessed as being at risk of homelessness within 56 days
- iv. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are assessed by the council as likely to not be in priority need
- v. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are likely to be intentionally homeless
- vi. Applicants who following a homelessness application have been deemed by the council to be in priority need but intentionally homeless
- vii. No fixed abode

- viii. Overcrowded in private rented accommodation or social housing outside Uttlesford
- ix. Fixed term licensees
- x. Shared facilities – not generally applicable for single applicants under 35yrs
- xi. Lacking facilities
- xii. A hazard awareness notice has been served in relation to a category 1 or 2 hazard at the applicant's dwelling

and

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

or

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

or

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

#### **BAND D**

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

## **BAND E**

Applicant meets at least one of the following criteria

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



**SCHEDULE 6**

**[NOT USED]**

**SCHEDULE 7**

**[NOT USED]**





## SCHEDULE 8

### SUSTAINABLE TRAVEL SCHEDULE

1. In this Schedule the following expressions shall have the following meanings
  - 1.1 “**Residential Travel Information Pack**” shall mean a brochure containing information as agreed by ECC to promote the benefits of sustainable travel and secure a modal shift from the private car and increase the number of people using sustainable methods of travel and shall contain the following:
    - Guidance and promotional material on the use of sustainable modes of travel
    - Details on walking, cycling, trains, buses, park & ride, taxis, car sharing, electric vehicles, school transport, and personalised journey planning services
    - Reference to travel websites, resources and support services for each mode of travel, information provided by county, district and or borough councils
    - Details of local travel campaigns and networking/support groups
    - details of the local public rights of way network including a map showing local circular walks
  - 1.2 “**Travel Vouchers**” shall mean tickets/passes/ vouchers or other means of accessing transport or journey planning information as agreed with ECC including the following as a minimum: six scratchcard bus tickets per household OR (at the Owner’s absolute discretion) a season ticket voucher; and/or incentives for rail travel with the local rail operator for each eligible member of the household AND access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information.

2. The Owner hereby covenants with ECC
  - 2.1 To submit a draft Residential Travel Information Pack (including details of Travel Vouchers to be included) to ECC for written approval prior to first Occupation of a Housing Unit and not to cause or allow first Occupation of a Housing Unit prior to the Residential Travel Information Pack being submitted to and approved in writing by ECC
  - 2.2 To provide the prospective occupier of each Housing Unit an approved Residential Travel Information Pack including Travel Vouchers prior to Occupation of that Housing Unit and not to cause or permit Occupation of each Housing Unit unless and until the Owner has provided the prospective occupiers with an approved Residential Travel Information Pack

## SCHEDULE 9

### BUS SERVICE CONTRIBUTION

1. The Owner hereby covenants with ECC
  - 1.1 not to allow Occupation (or allow cause or permit first Occupation) unless and until the Bus Service Contribution has been paid to ECC in full (100%) and to pay 100% of the Bus Service Contribution to ECC before first Occupation.
2. ECC hereby covenants with the Owner to:
  - 2.1 place the Bus Service Contribution when received into an interest bearing account with a clearing bank and to utilise the same for the Bus Service Contribution Purposes only and for no other purposes;
  - 2.2 upon receipt of a request in writing to do so to be received by ECC from the Owner no sooner than the twelfth (12th) anniversary of receipt of the Bus Service Contribution in full and no later than the thirteenth (13th) anniversary of the same to return to the Owners (which term for the purposes of this clause 2.2 of Schedule 9 shall mean the original Owner and not successors in title) the Bus Service Contribution or any part of the Bus Service Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by ECC prior to the twelfth (12th) anniversary of receipt of the Bus Service Contribution in full to make a payment in respect of the Bus Service Contribution Purpose the unexpended part of the Bus Service Contribution shall not be repaid until such payment is made and the unexpended part of the Bus Service Contribution to be repaid (if any) shall not include such payment; and
  - 2.3 That upon receipt of a written request from the Owner prior to the twelfth (12th) anniversary of receipt of the Bus Service Contribution in full ECC shall provide the Owner with a statement confirming whether the Bus Service Contribution has been spent and if the Bus Service Contribution

has been spent in whole or in part outlining how the Bus Service Contribution has in whole or in part been spent.