

DATED 5th February 2024

UTTLESFORD DISTRICT COUNCIL

- and -

ESSEX COUNTY COUNCIL

- and -

**MARK BURFIELD HOLMES, ROBERT MURTON HOLMES,
SASHA RENWICK HOLMES & TANYA RENWICK CRAN**

-and-

NIGEL JOHN BURFIELD HOLMES & ROSEMARY HOLMES

SECTION 106 AGREEMENT

- relating to -

S62A/2023/0026 Land West of Robin Hood Road, Eisenham

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SCHEDULE 1 PLAN 1 - THE LAND

SCHEDULE 2 OBLIGATIONS ENTERED INTO WITH UDC)

PART 1 AFFORDABLE HOUSING

PART 2 FIRST HOMES

PART 3 MANAGEMENT COMPANY

PART 4 PUBLIC OPEN SPACE

THIS DEED is dated

5th February

2024

BETWEEN

- (1) **UTTLESFORD DISTRICT COUNCIL** of Council Offices, London Road, Saffron Walden, Essex, CB11 4ER ("UDC")
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford CM1 1QH (the 'County Council')
- (3) **MARK BURFIELD HOLMES, ROBERT MURTON HOLMES, SASHA RENWICK HOLMES AND TANYA RENWICK CRAN** of [REDACTED] ("First Owners")
- (4) **NIGEL BURFIELD HOLMES AND ROSEMARY HOLMES** of [REDACTED] ("Second Owners")

Together known as the "Parties"

1. DEFINITIONS

- "the 1964 Act" shall mean the Public Libraries & Museums Act 1964
- "the 1972 Act" shall mean the Local Government Act 1972.
- "the 1990 Act" shall mean the Town & Country Planning Act 1990.
- "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999.
- "the 2011 Act" shall mean the Localism Act 2011.
- "the Land" shall mean Land West of Robin Hood Road, Elsenham shown on the Plan 1 edged in red and registered at HM Land Registry with freehold title under title number EX
- "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 7, 8 or 7 of Schedule 2, Part 2 hereto, 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 Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

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"** shall mean subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF that will be available to persons who cannot afford to buy or rent housing generally available on the open market
- "Affordable Housing Land"** shall mean the land on which the Affordable Housing Units will be constructed in accordance with the Permission.
- "Affordable Housing Units"** shall mean the units of accommodation to be constructed on the Land for persons unable to compete for housing on the open market.
- "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.
- "Affordable Housing Plan"** means the plan appended to this Deed marked "Plan 1" and with reference 018-015-002 P5 identifying the location of the Affordable Housing Units on the Affordable Housing Land
- "Affordable Housing Scheme"** means a scheme to: construct in accordance with the Permission no less than 40% of the total of the Housing Units comprised in the Development as Affordable Housing Units to:
- (a) Identify the size and mix of the Affordable Housing Units;
 - (b) Identify the design of each Affordable Housing Unit;
- "Allocations Policy"** means the UDC's Allocations Policy dated June 2021 appended at Annex A or any subsequent Allocations Policy replacing the policy of June 2021
- "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.

"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
"Completion Notice"	means the notice served by the Owners on the County Council pursuant to Clause 10.3.3
"Compliance Certificate"	means the certificate issued by the UDC confirming that a Housing Unit is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 5.1.3 of Part 2 of Schedule 2 applies the Eligibility Criteria (Local) in a form to be provided by UDC and approved by the Owner.
"Community Hall Contribution"	means the sum of £95,385 (Ninety Five Thousand Three Hundred and Eighty Five Pounds) to be used towards the improvement of the Elsenham Community Hall
"County Council Monitoring Fee"	shall mean a fee of £700 (Seven Hundred Pounds) per obligation due to the County Council under this Deed and for the avoidance of doubt this is a total of £4,200 (four thousand two hundred pounds) (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;
"Deed"	shall mean this Deed
"the Development"	shall mean the development authorised by the Permission.
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30%
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: <ul style="list-style-type: none"> (a) a letting or sub-letting in accordance with paragraph 6.1 of Part 2 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
"Development Standard"	means a standard to fully comply with the following:-

- (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015
- (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the UDC from time to time
- (c) Approved Document Q: Security- Dwellings published by HM Government or any document which supersedes it.
- (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)

and the same may be amended by written agreement of the Parties

"Eligibility Criteria (Local)" means in relation to the First Home(s) the criteria set out in Paragraphs 4.1 – 4.3 of the First Homes Planning Advice Notice

"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 UDC in writing)

"Eligibility Criteria (National)" means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

"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 8 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 5.4 of Part 2 of Schedule 2.

"Final Certificate"	means a certificate to be issued by UDC on expiration of the Open Space Maintenance Period when the Open Space has been maintained to the reasonable satisfaction of UDC;
"First Home(s)"	means an Affordable Housing Unit which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owner; or (b) another owner 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
"First Homes Planning Advice Notice"	means the First Homes Planning Advice Notice published by UDC and dated 2022 a copy of which is annexed to this Deed as Annex B
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"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.
"Homes England"	shall mean the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation.
"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.
"House"	means a Housing Unit that does not meet the definition of a Flat.

"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 Deed 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, any contamination or other adverse ground conditions;
- (h) land access formation works;
- (i) diversion and laying of services;
- (j) site clearance;
- (k) erection of any temporary means of enclosure, temporary access for construction works and the temporary display of site notices or advertisements,

and Implement and Implemented shall mutatis mutandis be construed accordingly.

"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.

"Income Cap (Local)"

means the Income Cap (National) or such other local income cap as may be published from time to time by UDC and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement UDC 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

"Index"

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

"Index Linked"	shall mean that the sum shall be changed by an amount equal to the change in the Index.
"Land"	means the land edged in red on Plan 1
"LAP"	means an area for play to be provided within the Public Open Space in accordance with the approved Public Open Space Scheme.
"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 Deed
"Local Eligibility Criteria"	means the criteria set out in Paragraphs 4.1 – 4.3 of the First Homes Planning Advice Notice published by UDC and dated 2022 a copy of which is annexed as Annex B.
"Management Company"	shall mean a company body or other entity responsible for the long-term management and maintenance of the Public Open Space.
"Management Company Responsibilities"	means the maintenance of the Public Open Space over the lifetime of the Development to a comparable standard achieved on the issue of the Final Certificate by diligently applying monies received by the Management Company for those purposes;
"Market Value"	means the open market value as assessed by a Valuer of an Affordable Housing Unit as confirmed to UDC 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
"NHS Contribution"	shall mean the sum of £51,580 (Fifty One Thousand Five Hundred and Eighty Pounds) Index Linked from the date of this Deed to the date of payment to be used towards to provision improved medical services at Elsenham Surgery or other appropriate medical services in the vicinity of the Development
"Notice of Implementation"	means the written notice served pursuant to Clause 10.3.1
"UDC Monitoring Fee"	shall mean the sum of £1664.00 One Thousand Six Hundred and Sixty Four Pounds) Index Linked from the date of this Deed to the date of payment to reflect UDC planning officer time in monitoring compliance with this Deed by the Owner which will include but not be limited to:- <ul style="list-style-type: none"> (a) recording of payments; (b) proof of expenditure; (c) meetings;

- (d) all correspondence - site visits;
- (e) data entry.

"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
"National Eligibility Criteria"	means the criteria set out in Paragraph 1.4 of the First Homes Planning Advice Notice published by UDC and dated 2022 a copy of which is annexed as Annex B
"Nominated Person"	shall mean a person or persons nominated by UDC in accordance with the provisions of the Nomination Rights Agreement from their housing register to be offered an Affordable Housing Unit by the Approved Body
"Nomination Rights Agreement"	shall mean the nomination agreement in substantially the form of the draft appended to this Deed at Annex C (unless otherwise agreed in writing by UDC) in respect of the rights of UDC to nominate the occupants on the first and subsequent lettings in respect of the Affordable Rented Units (as Nominated Persons)
"Occupation"	shall mean occupation of a building constructed as part of the Development for the purposes permitted by the Permission and shall not include daytime 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 construed accordingly.
"Open Market Housing Units"	shall mean the dwellings to be constructed in accordance with the Permission which are not Affordable Housing Units.
"Owners"	shall mean the First Owners and the Second Owners
"Parish Council"	shall mean Elsenham Parish Council or any successor that takes on the obligations Elsenham Parish Council.
"Payment Notice"	means a written notice advising of a proposed payment served pursuant to Clause 10.3.2
"the Permission"	shall mean the planning permission granted pursuant to the Planning Application.
"Plan 1"	shall mean the plan attached at Schedule 1Schedule 1 to this Deed
"the Planning Application"	shall mean the full application allocated reference number S62A/2023/0026 for the erection of up to 40 dwellings with all matters reserved except for access.

"Practical Completion"	in relation to the Affordable Housing Units, the issue of a certificate of practical completion by the Owners' architect (or other such suitably qualified position) certifying the completion of any part of the Development so that such part can be used for the purpose and operate in the manner for which it was designed
"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
"Provisional Certificate"	means a certificate or certificates which is/are issued by UDC when it is satisfied that the Public Open Space (or part thereof) has been provided laid out and landscaped in accordance with the Public Open Space Scheme;
"Public Open Space"	shall mean an area of landscaped land including the LAP in such position on the Land as shall be agreed between UDC and the Owner.
"Public Open Space Commuted Sum"	means the sum for funding the maintenance and upkeep of the Public Open Space to demonstrate that the Public Open Space is able to be maintained by the Parish Council such sum to be agreed in writing between UDC and the Owners in accordance with this Deed.
"Public Open Space Maintenance Period"	means a period of twelve months from the date of issue of the Provisional Certificate for the Public Open Space or such other period as may be agreed in writing by the Owner and UDC;
"Public Open Space Management Plan"	means a plan establishing the long term management and maintenance of the Public Open Space;
"Public Open Space Scheme"	means a scheme: <ul style="list-style-type: none"> (a) detailing how the Public Open Space and LAP will be laid out and constructed; and (b) which sets out the detailed technical specification of all the works to be carried out on the Public Open Space;
"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.

"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 on Shared Ownership Terms by the Owner to persons in need of affordable housing in accordance with Schedule 2.
"Shared Ownership Terms"	shall mean the Affordable Housing Unit is let:- <ul style="list-style-type: none"> (a) In accordance with 'shared ownership arrangements' within the meaning of section 70(4) of the Housing and Regeneration Act 2008; and (b) On a lease in the form of the Homes England standard lease on terms where:- <ul style="list-style-type: none"> (i) 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); (ii) 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 (iii) 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.
"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.
"Wheelchair Accessible"	means the Affordable 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"	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 and is the authority by whom the planning obligations contained in this Deed are enforceable.

2.2 The County Council is a local planning authority and the local authority for statutory age education and pre-statutory age education and childcare and the highway authority for the county in which the Land is situated. The County Council is also the local library authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in the area in which the Property is located.

2.3 The Owners are registered at HM Land Registry as proprietor of the Land with freehold title under the Title Numbers EX749114 and EX753065.

2.4 The Parties have agreed to enter into this Deed 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 Deed is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act section 1 of the 2011 Act and any other enabling powers.

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 the County Council.

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 OWNERS

4.1 With the intent that the Land shall be subject to the obligations and restrictions contained in this Deed for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this Deed shall be enforceable against the Owners and their successors in title the Owners per covenant with UDC and the County Council to:-

4.1.1 observe and comply with the obligations contained in this Deed and

4.1.2 pay to UDC its legal fees associated with the drafting negotiating and completion of this Deed before completion.

4.1.3 pay to the County Council its legal fees associated with the drafting negotiating and completion of this Deed before completion.

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

5. CONDITIONALITY

5.1 Subject to Clause 6.2, this Deed will take effect on delivery.

5.2 Other than the obligation in Clause 4.1.2, the planning obligations in this Deed are conditional on, and will not take effect until, the grant of the Permission.

6. NOTICE OF IMPLEMENTATION

6.1 The Owners will give UDC and the County Council not less than 20 Working Days' notice of intention to Implement the Permission specifying the intended Implementation Date.

6.2 Forthwith upon Implementation the Owners will give UDC and the County Council notice of Implementation.

7. PROVISOS AND INTERPRETATION

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

7.2 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.

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

7.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

7.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established

7.6 The headings in this Deed do not affect its interpretation.

7.7 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

7.8 Any words following the term(s) including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

7.9 Where an obligation fails to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

7.10 Unless the context otherwise requires references to subclauses clauses and schedules are to subclause clauses and schedules of this Deed.

7.11 Unless the context otherwise so requires:-

7.11.1 references to any party shall include that party's personal representatives, successors and permitted assigns and in the case of UDC and the County Council the successors to their respective statutory functions

7.11.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and

- 7.11.3 references to any gender include both genders.
- 7.11.4 words in the singular shall include the plural and in the plural shall include the singular
- 7.11.5 references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this Deed
- 7.12 Representatives of UDC may enter upon the Land at any reasonable time and on reasonable notice to ascertain whether the terms of this Deed and of the Permission are or have been complied with, subject to complying with all health and safety and/or security requirements of the Owners or of any developer carrying out the Development.
- 7.13 No compensation shall be payable by UDC to any party to this Deed or their successors in title and assigns arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) and (save where expressly provided otherwise) are to be at the sole expense of the Owners and at no cost to UDC.
- 7.14 In the event that the Owners fail to serve on UDC any of the notices that they are required by the provisions of this Deed to serve then UDC shall be entitled to payment of the various financial 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 financial contribution, and the time period for the return of the relevant financial contribution shall be extended accordingly.
- 7.15 No person will be liable for any breach of the terms of this Deed 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 Deed 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.
- 8. AGREEMENTS AND DECLARATIONS**
- 8.1 The obligations contained in this Deed shall take effect only upon the Implementation Date (save where expressly stated to the contrary in this Deed) and in the event that the Permission is not implemented and expires the obligations contained in this Deed shall absolutely cease and determine without further obligation upon the Owners or their successors in title.
- 8.2 The obligations contained in this Deed shall absolutely cease and determine without further obligation upon the Owners or their successors in title if the Permission is revoked, quashed, is modified without the consent of the Owners expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission.
- 8.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission save for the Permission.
- 8.4 The obligations under this Deed shall not be enforceable against:-
- 8.4.1 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 where specified in this Deed (or their successors in title chargees mortgagees or receivers) nor;
- 8.4.2 any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function.

8.5 This Deed 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 Clauses 8.1 and 8.2 procure the removal of any entry made on the Local Land Charges Register (subject to the payment of UDC's reasonable and proper costs) in respect of or related to this Deed.

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

9. EXCLUSION OF THE 1999 ACT

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

10. NOTICES

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

10.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Deed to be made which are addressed:-

10.2.1 to UDC shall be addressed to the Council Offices, London Road, Saffron Walden, Essex CB11 4ER marked for the attention of the Assistant Director Planning and Building Control;

10.2.2 for the County Council marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH AND to development.enquiry@essex.gov.uk

10.2.3 to the Owners shall be addressed to the addresses at the top of this Deed unless the Owners notify the parties of a different address.

10.3 The Owners shall serve on the County Council

10.3.1 the Notice of Implementation not less than three (3) months prior to Commencement stating the expected Implementation Date an estimate of the Triggers and any further information stipulated in the Schedules to this Deed

10.3.2 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

10.3.3 the Completion Notice within thirty (30) Working Days of all Housing Units being Occupied for the first time stating the date that the last Dwelling was Occupied for the first time and any further information stipulated in the Schedules to this Deed and for the avoidance of doubt any dispute regarding any notice to be served under this Deed may be resolved through the 2 mechanisms set out in Clause 17 of this Deed.

10.3.4 to serve on the County Council notice of Occupation of the first (1st) Housing Unit within 1 (one) month thereof and thirty (30) Working Days' notice prior to fifty percent (50%) Occupation of the Housing Units to include the expected date of fifty percent (50%)

Occupation each notice 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

11. ENTIRE AGREEMENT

This Deed 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.

12. MONITORING FEE

12.1 Upon Implementation the Owner will pay the UDC Monitoring Fee to UDC.

12.2 Prior to Implementation the Owner will pay to the County Council the County Council Monitoring Fee.

13. OWNERSHIP

13.1 The Owner warrants that that no persons other than the Owner has any legal or equitable interest in the Land.

13.2 Subject to Clause 8.4, until the covenants, restrictions and obligations in Schedule 2 have been complied with, the Owners will give to UDC within twenty (20) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Land excluding any conveyance, transfer, lease, assignment, mortgage or other disposition of any individual Housing Unit:

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

13.2.2 the nature and extent of the interest disposed of.

14. SECTION 73 VARIATION

In the event that UDC 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 PROVIDED THAT where any obligations in this Deed have already been discharged at the date of a consent issued pursuant to Section 73 of the 1990 Act they shall remain discharged for the purposes of any new consent.

15. INDEXATION

All Contributions payable to the Council shall be Index Linked from the date of this Deed until the date the payment is due.

16. JURISDICTION

This Deed 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 Deed.

17. DETERMINATION OF DISPUTES

- 17.1** Subject to Clause 17.7 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 17 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute
- 17.2** For the purposes of this Clause 17 "Specialist" means 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
- 17.3** 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 17.4
- 17.4** Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power with the right to take such further advice as he may require to determine and nominate the appropriate Specialist or to arrange his nomination and if no such organisation exists or the parties cannot agree the identity of the organisation then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute)
- 17.5** The Specialist is to act as an independent expert and
- 17.5.1** each party may make written representations within twenty (20) Working Days of his appointment and will copy the written representations to the other party
- 17.5.2** 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
- 17.5.3** 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
- 17.5.4** 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
- 17.5.5** 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
- 17.5.6** the Specialist is to use all reasonable endeavours to publish his decision within twenty (20) Working Days from the last submission of evidence
- 17.6** Responsibility for the costs of referring a dispute to a Specialist under this Clause 17 including costs connected with the appointment of the Specialist and the Specialists own costs but not the legal and other professional costs of any party in relation to a dispute will be decided by the Specialist
- 17.7** This Clause 17 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.

18. COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010

18.1 In the event that the Inspector appointed to determine the Planning Application expressly states in their decision letter that in their opinion:

18.1.1 any one or more provisions of this Deed is not compatible with any of the tests for planning obligations set out in the Community Infrastructure Levy Regulations 2010; and/or

18.1.2 decides to impose a condition upon the Planning Permission instead of one or more of the planning obligations in this Deed; and

18.1.3 accordingly attaches no weight to that obligation in determining the Planning Application

then the relevant provisions/obligations of this Deed shall thereafter have no legal effect and the Owners shall be under no obligation to comply with them, but the remainder of the obligations in this Deed (if any) shall remain legally effective and binding.


19. COUNTERPARTS

19.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

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

THE COMMON SEAL OF UTTLESFORD DISTRICT COUNCIL
was 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

SASHA RENWICK HOLMES

as attorney for

MARK BURFIELD HOLMES

under a power of attorney dated 25 January 2024

in the presence of:

Witness Name:

Witness Occupation:

Witness Address:

SIGNED AS A DEED BY

ROBERT MURTON HOLMES

in the presence of:

Witness Name:

Witness Occupation:

Witness Address:

SIGNED AS A DEED BY

SASHA RENWICK HOLMES

in the presence of:

Witness Name:

Witness Occupation:

Witness Address:

SIGNED AS A DEED BY

SASHA RENWICK HOLMES

as attorney for

TANYA RENWICK CRAN

under a power of attorney dated 29th January 2024

in the presence of:

Witness Name:

Witness Occupation:

Witness Address

SIGNED AS A DEED BY

NIGEL JOHN BURFIELD HOLMES

in the presence of:

Witness Name:

Witness Occupation:

Witness Address:

SIGNED AS A DEED BY
ROSEMARY HOLMES

in the presence of:

Witness Name:

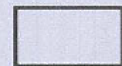
Witness Occupation:

Witness Address:

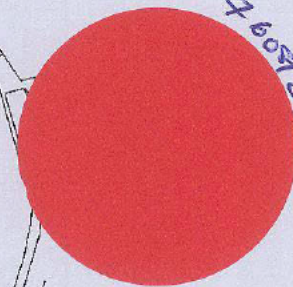
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SCHEDULE 1

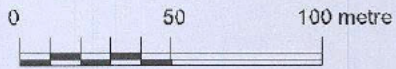
PLAN - THE LAND



Application Boundary
2.25 Ha / 5.58 Acres



7.608124



Project:
**Land West of
Robinhood Road
Elsenham
CM22 6TF**
Occupation:
Location Plan

Date: August 2023 Drawing Scale: 1:2500 - A4
Drawing number: BW289a-PL-01 Revision: 00

SCHEDULE 2

(OBLIGATIONS ENTERED INTO WITH UDC)

The Owners covenant with UDC so as to bind their interests 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 shall comprise 40% of the Housing Units constructed in accordance with the Permission as shown on the Affordable Housing Plan (unless otherwise agreed in writing between UDC and the Owners).
4. Not to cause or permit Implementation until the Affordable Housing Scheme and the Affordable Housing Plan have been submitted to and approved by UDC
5. To provide the Affordable Housing Units in accordance with Schedule 2 of this Deed, the approved Affordable Housing Scheme and the approved Affordable Housing Plan
6. Prior to the Occupation of the first (1st) Open Market Housing Unit the Owners shall:-

EITHER

transfer the whole of the Affordable Housing Land as a freehold estate (excluding any land upon which any First Homes are to be constructed) to an Approved Body (proof of which is to be supplied to UDC if requested);

OR

complete a binding agreement with an Approved Body (documentary 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 (excluding any First Homes) and the Affordable Housing Land (excluding any land upon which any First Homes are to be constructed).

7. To procure that the terms of any transfer pursuant to paragraph 4 above shall include a covenant that the Approved Body shall comply with the terms of this Schedule 2 Part 1
8. Prior to the Occupation of 75% of the Open Market Housing Units 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).
9. 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 9.1 9.6:-

- 9.1 Upon completion of the Affordable Housing Units and thereafter the Approved Body will allocate each Affordable Housing Unit to a Nominated Person and in accordance the following provisions;
- 9.1.1 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 the Approved Body will give notice thereof to UDC as regards the Affordable Rented Unit;
- 9.1.2 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 9.1.1 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;
- 9.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 9.1.2 of this Schedule from UDC to procure that 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;
- 9.2 If UDC fails to give details of a Nominated Person under the provisions of paragraph 9.1.2 of this Schedule to procure that the Approved Body shall have the right to grant an Affordable Rented Unit tenancy to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit.
- 9.3 Where UDC fails to give details of a Nominated Person under the Nomination Rights Agreement and the provisions of paragraph 9.1.2 of this Schedule and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 9.2 above to procure that the Approved Body may grant a tenancy of an Affordable Rented Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy.
- 9.4 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 9.1 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.
- 9.5 To procure that the terms of the tenancy agreements for the Affordable Rented Units shall be in accordance with the regulations and guidance of Homes England.
- 9.6 The Approved Body will not:-
- 9.6.1 Transfer the freehold or leasehold interest in the land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for 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;
- 9.6.2 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 9.1 to 9.5 of this Schedule.
- 9.7 To procure that 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 an occupier of an Affordable Rented Unit who has exercised the right to acquire or other statutory right.

9.8 The affordable housing provisions set out in this Part shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units and/or the Affordable Housing Land or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

9.8.1 such mortgagee or chargee or Receiver shall first give written notice to the Council (together with official copies of the relevant Land Registry Entries) of its intention to dispose of the Affordable Housing Units and/or the Affordable Housing Land and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units and/or the Affordable Housing Land to another Approved Body or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

9.8.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units and/or the Affordable Housing Land free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

9.9 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 Deed.

9.10 If the Affordable Housing Units are vested or transferred to another Approved Body pursuant to a proposal made by Homes England pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Deed shall continue (notwithstanding paragraph 9.8. above) in respect of such other Approved Body

PART 2

FIRST HOMES

1. OBLIGATIONS

1.1 Unless otherwise agreed in writing by UDC, the 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 UDC as below save that:

1.2 paragraphs 22, 3 3and 4 shall not apply to a First Homes Owner;

1.3 paragraphs 5 to 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.

1.4 Paragraph 7 applies as set out in therein.

2. QUANTUM

2.1 The Owners hereby covenant with UDC to provide and retain 2 Affordable Housing Units on the Land identified as First Homes in the Affordable Housing Plan (unless otherwise agreed in writing with UDC) as First Homes in perpetuity subject to the terms of this Schedule.

3. APPEARANCE AND SPECIFICATION

3.1 The First Homes shall not be visually distinguishable from the Open Market Housing Units based upon their external appearance.

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

4. DEVELOPMENT STANDARD

4.1 All First Homes shall:

4.1.1 be constructed to the Development Standard current at the time of the Planning Permission approval; and

4.1.2 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 First Homes to a person or person(s) meeting:

5.1.1 the Eligibility Criteria (National); and

5.1.2 the Eligibility Criteria (Local).

5.1.3 If after a First Home has been actively marketed for 3 (three) months (such period to expire no earlier than 3 (three) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 5.1.2 shall cease to apply.

5.2 Subject to paragraphs 5.6- 5.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

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

5.3.1 UDC has been provided with evidence that:

(a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.1.3 applies meets the Eligibility Criteria (Local);

(b) the Housing Unit is being Disposed of as a First Home at the Discount Market Price; and

(c) the transfer of the First Home includes:

(i) a definition of the "Council" which shall be 'Uttlesford District Council';

(ii) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in Part 2 of Schedule 2 of the S106 Agreement a copy of which is attached hereto as the Annexure.

(iii) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [5.2.24]

made between (1) UTTLESFORD DISTRICT COUNCIL (2) ESSEX COUNTY COUNCIL (3) MARK BURFIELD HOLMES, ROBERT MURTON HOLMES, SASHA RENWICK HOLMES & TANYA RENWICK CRAN and (4) NIGEL JOHN BURFIELD HOLMES & ROSEMARY HOLMES

- (iv) a provision that the Land 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;
- (v) a copy of the First Homes Provisions in an Annexure.

5.3.2 UDC has issued the Compliance Certificate and UDC 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 have been met.

5.4 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:

5.4.1 *"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 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"*

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

5.5.1 the Affordable Housing Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 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 Affordable Housing Unit as a First Home but it has not been possible to Dispose of that Affordable Housing Unit as a First Home in accordance with paragraphs 5.3 and 5.4.1; or

5.5.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.5.1 before being able to Dispose of the Affordable Housing Unit other than as a First Home would be likely to cause the First Homes Owner undue hardship.

5.6 Upon receipt of an application served in accordance with paragraph 5.5 UDC shall have the right (but shall not be required) to direct that the relevant Affordable Housing Unit is disposed of to it at the Discount Market Price.

5.7 If UDC is satisfied that either of the grounds in paragraph 5.5 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 5.5 that the relevant Affordable Housing Unit may be Disposed of:

5.7.1 To UDC at the Discount Market Price; or

5.7.2 (if UDC confirms that it does not wish to acquire the relevant Affordable 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 Affordable Housing Unit apart from paragraph 5.10 which shall cease to apply on receipt of payment by UDC where the relevant Affordable Housing Unit is disposed of other than as a First Home

- 5.8 If UDC does not wish to acquire the relevant Affordable Housing Unit itself and is not satisfied that either of the grounds in paragraph 5.5 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.5 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of an Affordable 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 Affordable Housing Unit as a First Home he may serve notice on the UDC in accordance with paragraph 5.5 following which UDC must within 28 days issue confirmation in writing that the Affordable Housing Unit may be Disposed of other than as a First Home.
- 5.9 Where an Affordable Housing Unit is Disposed of other than as a First Home or to UDC at the Discount Market Price in accordance with paragraphs 5.7 or 5.8 above the Owner of the First Home shall pay to UDC forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 5.10 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 5.7 and 5.8 shall not be liable to pay the Additional First Homes Contribution to UDC.

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 - 6.3 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 UDC 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 UDC and UDC consents in writing to the proposed letting or sub-letting. UDC 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

- 6.2 A letting or sub-letting permitted pursuant to paragraph 6.1 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.
- 6.3 Nothing in 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 this Part 2 Deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such 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 Mortgagee or Receiver PROVIDED THAT:
 - 7.1.1 such Mortgagee or Receiver shall first give written notice to UDC 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 Mortgagee or Receiver to UDC the 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 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 UDC the Additional First Homes Contribution;

PART 3

MANAGEMENT COMPANY

In the event that the circumstances pursuant to paragraph 11 of Part 4 of this Deed occur, the Owners 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 Public Open Space shall be agreed in writing by UDC in accordance with this Deed.

PART 4

PUBLIC OPEN SPACE

- 1. The Owners covenant with UDC as follows:
 - 1.1 Prior to first Occupation of the Development to submit the Public Open Space Scheme and Public Open Space Management Plan to UDC for approval and not to allow or permit the first Occupation of the Development until the Public Open Space Scheme and Public Open Space Management Plan has been submitted to and approved in writing by UDC.

- 1.2 To provide the Public Open Space and LAP in accordance with the approved Public Open Space Scheme and Public Open Space Management Plan.
- 1.3 Prior to the Occupation of more than 70% of the Open Market Housing Units the Owners shall apply for the Provisional Certificate from UDC and shall not cause or permit Occupation of more than 70% of the Open Market Housing Units until a Provisional Certificate for all of the Public Open Space has been issued by UDC.

Provisional Certificate

2. After the Public Open Space (or part thereof) has been provided laid out and landscaped in accordance with the Public Open Space Scheme to apply to UDC in writing requesting issue of the Provisional Certificate and for the avoidance of doubt Provisional Certificates may be issued for the whole of the Public Open Space or in relation to parts of Public Open Space as they are provided and laid out.
3. Within twenty (20) Working Days after a first inspection of the Public Open Space by UDC if it considers that the Public Open Space has not been provided laid out and landscaped satisfactorily in accordance with the Public Open Space Scheme the UDC shall provide the Owners with details of any defects and the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by UDC to bring the Open Space up to the standard required by the Public Open Space Scheme and the procedures referred to in paragraphs 2 and 3 of Part 4 of this Schedule shall be repeated as often as necessary until the Provisional Certificate is issued save that UDC must inspect the Public Open Space within 15 Working Days of receipt of the application for the Provisional Certificate or within 15 Working Days of written notification that any defects have been remedied (as applicable) and report any defects within ten (10) Working Days of any inspection otherwise it shall be deemed that the Provisional Certificate is issued by the UDC and within ten (10) Working Days of deemed approval the UDC shall provide the Provisional Certificate.
4. From the date of issue of the Provisional Certificate for the Public Open Space the Owners shall make the Public Open Space and all the facilities on the Public Open Space available for use by the public as an open amenity or recreation area for the lifetime of the Development and shall allow the public to have unrestricted access at all times to the Public Open Space save for temporary or emergency closures for maintenance of the Public Open Space.
5. From the date of issue of the Provisional Certificate for the Public Open Space the Owners covenant:
 - 5.1 not to use or permit the use of the Public Open Space for any purpose other than as a public recreation or amenity area save the Owners may grant such rights to any statutory undertaker as the Owners consider necessary on under or over the Public Open Space; and
 - 5.2 to manage and maintain the Public Open Space during the Public Open Space Maintenance Period (including maintenance of all soft and hard landscaping built features lighting drainage and any other features on the Open Space) and to make good to the reasonable satisfaction of UDC any damage or defects in the Open Space arising during the Public Open Space Maintenance Period.

Final Certificate

6. At the expiration of the Public Open Space Maintenance Period to apply to UDC for the issue of the Final Certificate for the Public Open Space.

7. If after inspection of the Public Open Space by UDC (acting reasonably) it considers that the Public Open Space has not been maintained satisfactorily in accordance with the Public Open Space Scheme and Public Open Space Management Plan the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by UDC to bring the Public Open Space up to the standard required by the Public Open Space Scheme and Public Open Space Management Plan and this procedure shall be repeated as often as necessary until the Final Certificate is issued provided always that if UDC does not inspect the Public Open Space within 15 Working Days of receipt of an application for a Final Certificate or fails to provide written notification of any defects within 15 Working Days of any inspection then the Final Certificate shall be deemed to have been granted on expiry of the said period of 15 Working Days.

Transfer of the Open Space

8. Three (3) months prior to completion of the Public Open Space Maintenance Period the Owners shall provide to UDC its calculation of the Public Open Space Commuted Sum such calculation to be agreed between the Owners and UDC.
9. Following the agreement required by paragraph 8, the Owners shall offer to transfer the Public Open Space to the Parish Council at a sum to be proposed by the Owners ("the Offer"). The Owners shall make the Offer prior to completion of the Public Open Space Maintenance Period and the Parish Council shall confirm in writing whether it accepts the Offer within 28 Working Days of receipt "the Acceptance Period".
10. If the Parish Council confirms in writing that it accepts the Offer within the Acceptance Period the Owners shall transfer to the Parish Council the Public Open Space within 3 (three) months of the issue of the Final Certificate in accordance with the terms of this Deed and shall pay the Public Open Space Commuted Sum to the Parish Council upon completion of the transfer of the Public Open Space to the Parish Council.
11. If the Parish Council confirms in writing that it does not accept the Offer or fails to respond to the Offer within the Acceptance Period or if the Owners and UDC do not agree the Public Open Space Commuted Sum prior to the expiration of the Acceptance Period the Owners shall transfer the Public Open Space to the Management Company in accordance with the terms of this Deed and for the avoidance of doubt the Public Open Space Commuted Sum shall not be payable.
12. In the event that the circumstances pursuant to paragraph 11 of Part 4 of this Deed occur, the Owners shall prior to the transfer of the Public Open Space to a Management Company submit details of the Management Company to UDC for approval in writing and shall not transfer the Public Open Space to the Management Company until the details of the Management Company have been approved by UDC in writing.
13. The details of any Management Company referred to in paragraph 12 above shall include (where applicable):
 - 13.1 its corporate structure
 - 13.2 its registered office and correspondence address
 - 13.3 its directors and officers (where known)
 - 13.4 The means of funding the Management Company in respect of the Public Open Space to demonstrate that the Public Open Space is able to be maintained by the Management Company in perpetuity including details of any service charge to be paid by residents of the Development.

- 13.5 Details of insurances as shall be appropriate in respect of the use of the Public Open Space managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against.
14. After UDC has issued the Final Certificate for the Public Open Space to transfer the Public Open Space to the Management Company:
- 14.1 for nominal consideration;
- 14.2 free of all financial charges and other encumbrances that may materially affect use of the Public Open Space by the public; and
- 14.3 with vacant possession;
- within 12 (twelve) months of the issue of the Final Certificate by UDC PROVIDED ALWAYS THAT the Owners shall continue to maintain the Public Open Space in a clean and tidy condition until the transfer to the Management Company has been completed.
15. The Owners covenant as follows:
- 15.1 Prior to 90% Occupation of the Development or no more than 12 (twelve) months following the issue of the Final Certificate by UDC (whichever is the earliest):
- 15.1.1 the Owners shall transfer the Public Open Space to the Management Company; and
- 15.1.2 not to cause or permit 90% Occupation of the Development until the earlier of the transfer of the Public Open Space to the Management Company or 12 months of the provision of the Final Certificate
- 15.1.3 to provide to UDC a copy of the transfer for the Public Open Space to the Management Company within 28 days following completion of the transfer.
16. The Owners further covenant:
- 16.1 Subject to sub-paragraphs 13.2, 13.3 and 16.4 below the obligations under this Part 4 of Schedule 2 shall not be binding upon any owner occupier tenant or their mortgagees or chargees or any successor in title of the respective owner occupier tenant or their mortgagees or chargees of any of the Housing Units; and
- 16.2 Where the Public Open Space is transferred to the Management Company each owner occupier or tenant of any Open Market Housing Unit or their mortgagees or chargees or their respective successors in title shall be liable for a proportionate sum of the total annual cost of carrying out the Management Company Responsibilities and associated costs which may be attributable to that residential plot (such proportionate amount to be calculated as a ratio of that residential plot area to the total aggregated residential plot areas permitted by the Permission); and
- 16.3 Pursuant to sub-paragraph 16.2 above to pay the proportionate sum of the total annual cost of carrying out the Management Company Responsibilities and associated costs which may be attributable to any Open Market Housing Unit in respect of which a first sale or first occupation or first letting has not occurred following transfer of the Public Open Space to the Management Company (such proportionate amounts to be calculated as a ratio of such residential plot areas to the total aggregated residential plot areas permitted by the Permission); and
- 16.4 For the avoidance of doubt each liability of the Owners pursuant to sub-paragraph 16.3 above in respect of any Open Market Housing Unit that has not been subject to a first sale or first occupation or first letting following transfer of the Public Open Space to the Management Company shall cease absolutely upon the first sale or first occupation or first letting of each such residential plot; and

- 16.5 Procure that upon any sale lease or transfer of title of any Open Market Housing Unit that a suitable covenant supported by restriction is entered on the Proprietorship Register at HMLR of every Open Market Housing Unit to ensure that the obligation to contribute towards the Management Company Responsibilities can be enforced by the Management Company in perpetuity such as the following restriction (or such alternative wording as may be required by the Land Registry's standard form of restriction from time to time or as may otherwise be required by the Management Company):

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate without a certificate signed by [insert name of Management Company 1 or its conveyancer that the provisions of clause [] of the transfer dated [] and made between have been complied with"

PART 5

COMMUNITY HALL CONTRIBUTION

17. Not to cause or permit the Occupation of any Housing Unit until the Community Hall Contribution has been paid to the Council

PART 6

NHS CONTRIBUTION

18. Not to cause or permit the Occupation of more than 9 Housing Units until the NHS Contribution has been paid to the Hertfordshire and West Essex Integrated Care Board

SCHEDULE 3

PART ONE - THE EDUCATION CONTRIBUTION

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

Early Years and Childcare Contribution means the Early Years and Childcare Pupil Product multiplied by the cost generator of nineteen thousand four hundred and twenty five pounds sterling (£19,425) 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 Purposes means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 0 to 11 (both

inclusive) including those with special educational or additional needs up to the age of 19 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 (subject to the provisions of Part Two of this Schedule) the Primary Education Contribution;

Education Index means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Education Index Point means a point on the most recently published edition of the relevant index at the time of use;

Education Purposes means the Early Years and Childcare Purposes and the Secondary Education Purposes and the Primary Education Purposes (if applicable);

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

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

Primary Education Contribution means the Primary Pupil Product multiplied by the cost generator of nineteen thousand four hundred and twenty five pounds sterling (£19,425) to which the Relevant Education Indexation shall be added;

Primary Education Purposes means the design (including feasibility work) and/or delivery and or provision of facilities for the education and/or childcare of children between the ages of 4 to 11 (both inclusive) and including those with special educational needs within a 3 mile radius of the Development and or at a facility that in the opinion of the County Council serves the Development and including the reimbursement of capital funding for such provision made by the County Council and or the County Council's nominee in anticipation of the Primary Education Review Contribution;

Primary Education Contribution Review shall mean a two-stage review to be carried out by the County Council in consultation with UDC (i) Prior to Implementation of Development and (ii) on 50% Occupation of the Development of the Primary Education Contribution to be conducted to determine whether a Primary Education Contribution is due to the County Council taking into account the demand anticipated to be generated by the Development against the baseline at Implementation

Primary Education Review shall mean a review to be conducted by the County Council in consultation with UDC to determine whether a Primary Education Contribution is due to the County Council taking into account the demand generated by the Development

Primary Pupil Product means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3;

Qualifying Flats means the number of Flats that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms;

Qualifying Houses means the number of Housing Units that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms;

Qualifying Housing Units means the Qualifying Houses and Qualifying Flats;

Relevant Education Indexation means the amounts that the Owner shall pay with and/or agree in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change in the Education Index between the Education Index Point pertaining to January 2023 and Education 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 six thousand seven hundred and seventeen pounds sterling (£26,717) to which sums 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 childcare of children between the ages of 11 to 19 (both inclusive) and including those with special educational needs at Forest Hall School and or within a 3 mile radius of the Development and or at a facility that in the opinion of the County Council serves the Development and including the reimbursement of capital funding for such provision made by the County Council and or the County Council's nominee in anticipation of the Secondary Education Contribution;

Secondary Pupil Product means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2;

Sterling Overnight Index Average (SONIA) Rate means an assessment of the rate of interest the County Council can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which banks are willing to borrow sterling overnight from other financial institutions and other institutional investors and SONIA Rate shall be construed accordingly;

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 Owners [hereby covenant with the County Council so as to bind their interest in the Land as follows:

2.1 to pay fifty percent (50%) of the Education Contribution to the County Council prior to Implementation;

2.1.2 not to cause allow or permit Implementation unless and until fifty percent (50%) of the Education Contribution has been paid to the County Council in full;

2.1.3 to pay the remaining fifty percent (50%) of the Education Contribution to the County Council prior to first Occupation of any Housing Unit;

- 2.1.4 not to cause allow or permit the Occupation of any Housing Unit unless and until one hundred percent (100%) of the Education Contribution (save for any part of the Education Contribution which arises pursuant to the second phase of the Primary Education Review) has been paid to the County Council in full;
- 2.3 In the event that the Education Contribution is paid later than the date set out in paragraph 2.1 then the amount of the Education Contribution or part thereof payable by the Owners shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date of 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 of payment is due until the date payment of the Education Contribution is received by the County Council; and
- 2.4 In addition to the requirement of paragraph 2.3 above in the event that any sum due to be paid by the Owners to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owners hereby 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 Owners [pursuant to the debt.
3. The Notice of Commencement shall in addition to that information stipulated in clause 10.3.1 to this Deed state the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to the County Council then the Owners shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owners fail to serve any notice set out in this Paragraph 3 of this Schedule 3 the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.
- 4 The Payment Notice stipulated in clause 10.3.2 to this Deed shall state the Unit Mix on which the payment is to be based.
- 5 The Completion Notice stipulated in clause 10.3.3 to this Deed shall state the final Unit Mix.
6. The County Council hereby covenants with the 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 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 Owners prior to the eleventh (11th) anniversary of the date of receipt of the Education Contribution in full the County Council shall provide the Owners 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.
7. It is hereby agreed and declared:
- 7.1 In the event that the Unit Mix to be constructed on the Land does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Owners hereby covenant to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution;
- 7.2 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owners and received by the County Council within twenty (20) Working Days of receipt by the Owners of the County Council's statement referred to in paragraph 6.3 and shall clearly state the grounds on which the expenditure is disputed;
- 7.3 In the event that no written request is received by the County Council from the Owners pursuant to paragraph 6.3 above or no valid dispute is raised by the Owners pursuant to paragraph 7.2 the Owners shall accept the Education Contribution has been spent in full; and
- 7.4 In the event that the Education Contribution is overpaid by the Owners then the County Council shall be under no obligation to return any such overpaid sum 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 or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owners (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owners of such overpayment.

PART TWO - THE PRIMARY EDUCATION REVIEW MECHANISM

1. IT IS HEREBY AGREED AND DECLARED:
- 1.1. The County Council shall provide the Owners with written confirmation of the outcome of stage (i) of the Primary Education Contribution Review within twenty (20) Working Days of the review being completed;
- 1.2. The County Council shall provide the Owners with written confirmation of the outcome of stage (ii) of the Primary Education Contribution Review within twenty (20) Working Days of the review being completed;

- 1.3. Should the Primary Education Contribution Review determine that a Primary Education Contribution is required, the Owners shall pay to the County Council in full one hundred percent (100%) of the Primary Education Contribution within thirty (30) Working Days of receipt of the Primary Education Contribution Review.
- 1.4. Should the Primary Education Contribution Review determine that a Primary Education Contribution is required, the Owners shall make payment to the County Council as follows:
- 1.4.1. to pay fifty percent (50%) of the stage (i) review Primary Education Contribution prior to Implementation and not to cause allow or permit Implementation unless and until fifty percent (50%) of the stage (i) review Primary Education Contribution has been paid to the County Council
- 1.4.2. to pay the remaining fifty percent (50%) of the stage (i) review Primary Education Contribution prior to first Occupation of any Housing Unit and not to cause allow or permit the Occupation of any Housing Unit unless and until one hundred percent (100%) of the stage (i) review Primary Education Contribution has been paid to the County Council in full;
- 1.4.3. to pay one hundred percent (100%) of the stage (ii) review Primary Education Contribution in full within thirty (30) Working Days of service of the outcome of the Primary Education Contribution Review as notified under 1.2 immediately above.
- 1.5. Should a Primary Education Contribution be made it will form part of the Education Contribution as defined in Part One of this Schedule and be treated as such for the remainder of 2.3-7.4 inclusive of Part One of this Schedule subject to the following changes:
- 1.6. Instead of 'In the event that the Education Contribution is paid later than the date set out in paragraph 2.1' to 'In the event that the Education Contribution is paid later than the date of the payment in accordance with clause 1.4 of Part Two of this Schedule'
- 1.7. Instead of 'If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Education Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Education Contribution any part of the relevant Education Contribution that remains unexpended when the Education Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part)' to 'If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Education Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Primary Education Contribution part of the Education Contribution any part of the relevant Primary Education Contribution part of the Education Contribution that remains unexpended when the Primary Education Contribution part of the Education Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part)'
- 1.8. Instead of 'Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of the date of receipt of the Education Contribution in full the County Council shall provide the Owners 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.' To 'Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of the date of receipt of the Primary Education Contribution part of the Education Contribution in full the County Council shall provide the Owners with a statement confirming whether the Primary Education Contribution part of 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.

- 1.9. Should a Primary Education Contribution be made it will form part of the Education Contribution Purposes as defined in Part One of this Schedule and be treated as such for the remainder of Part One of this Schedule
- 1.10. Should notices fail to be served in accordance with Clause 10.3 the County Council reserves the right to carry out a Primary Education Review at any time with written confirmation of the outcome to be provided to the Owners within twenty (20) Working Days of the review being completed;
- 1.11. Should the Primary Education Review determine that a Primary Education Contribution is required, the Owners shall pay to the County Council in full one hundred percent (100%) of the Primary Education Contribution within thirty (30) Working Days of service of the outcome of the Primary Education Review as notified under 1.10 of this Part Two.

SCHEDULE 4
LIBRARY CONTRIBUTION

- 1. In this Schedule the following words and expressions shall have the following meaning:

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;

Library Contribution means the sum of seventy-seven pounds and eighty pence (£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 to include but not limited to, additional furniture, technology and stock;

Relevant Library Indexation means the amount that the Owner shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to April 2020 and the date of the most recent Library Index Point published in relation to the date the payment is due to be made to the County Council.

- 2. The Owners hereby covenant with the Council and the County Council so as to bind their interest in the Land as follows:
 - 2.1 to pay the Library Contribution to the County Council prior to Implementation of the Development and not to Commence or cause or allow or permit Implementation of the Development unless and until the Library Contribution has been paid to the County Council in full.
 - 2.2. In the event that the Library Contribution is paid later than dates set out in paragraph 2.1 of this Schedule 3 then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the

Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to the County Council multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council; and

2.3 In addition to the requirement of paragraph 2.2 above in the event that any sum due to be paid by the Owners to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owners hereby covenant to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owners pursuant to the debt.

3. The County Council hereby covenants with the Owners as follows:

3.1 to place the Library Contribution when received into an interest-bearing account and to utilise the same for the Library Contribution Purposes;

3.2 If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Library Contribution 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

3.3 Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of receipt of the Library Contribution in full the County Council shall provide the Owners with a statement confirming whether the Library Contribution has 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.

4. It is hereby agreed and declared:

4.1 In the event that the Unit Mix to be constructed on the Land does not match the Unit Mix on which the Library Contribution or part thereof paid was based the Owners hereby covenant to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Library Contribution;

4.2 Any dispute in relation to how the Library Contribution has been spent must be raised in writing by the Owners and received by the County Council within twenty (20) Working Days of receipt by the Owners of the County Council's statement referred to in paragraph 4.3 and shall clearly state the grounds on which the expenditure is disputed;

- 4.3 In the event that no written request is received by the County Council from the Owners pursuant to paragraph 3.2 above or no valid dispute is raised by the Owners pursuant to paragraph 4.2 the Owners shall accept the Library Contribution has been spent in full on the Library Contribution Purposes as appropriate; and
- 4.4 In the event that the Library Contribution is overpaid by the Owners then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Development or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owners (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owners of such overpayment.

SCHEDULE 5

PART ONE - SUSTAINABLE TRANSPORT CONTRIBUTION

1. In Part One of this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Relevant Sustainable Transport Indexation means the amount that the Owners shall pay with and in addition to the Sustainable Transport Contribution paid that shall equal a sum calculated by taking the amount of the Sustainable Transport Contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Transport Index between the Sustainable Transport Index Point pertaining to April 2018 and the Sustainable Transport Index Point pertaining to the date the payment is made to the County Council;

Sustainable Transport Contribution means the sum of one hundred and seven thousand two hundred and eighty pounds (£107,280) payable to the County Council to which sum the Relevant Sustainable Transport Indexation shall be added;

Sustainable Transport Contribution Purposes means the use of the Sustainable Transport Contribution for the provision of an enhanced bus service to serve Elsenham, Stansted Mountfitchet and Stansted Airport and/or other areas within the locality, and/or sustainable transport infrastructure within the vicinity of the Development and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Sustainable Transport Contribution

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

Sustainable Transport Index Point means a point shown on the Sustainable Transport Index indicating a relative cost at a point in time

2. The Owners hereby covenant with the County Council:

- 2.1 to pay the Sustainable Transport Contribution to the County Council prior to first Occupation of any Dwellings on the Development and not to cause permit or allow first Occupation of any Dwellings on

the Development unless and until the Sustainable Transport Contribution has been paid to the County Council in full (100%);

- 2.2 In the event that the Sustainable Transport Contribution is paid later than dates set out in paragraph 2.1 above of this Schedule then the amount of the Sustainable Transport Contribution or part thereof payable by the Owners shall in addition include either an amount equal to any percentage increase in build costs shown by the Sustainable Transport Index between the Sustainable Transport Index Point prevailing at the date the payment is due and the Sustainable Transport Index Point prevailing at the date of actual payment to the County Council multiplied by the Sustainable Transport Contribution due or if greater an amount pertaining to interest on the Sustainable Transport 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 Sustainable Transport 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 Owners to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owners hereby covenant to pay to 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 Owners pursuant to the debt.
3. The County Council hereby covenants with the Owners to:
- 3.1 place the Sustainable Transport Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the Sustainable Transport Contribution Purposes;
- 3.2 upon receipt of a request in writing to do so to be received by the County Council from the Owners no sooner than the tenth (10th) anniversary of receipt of the Sustainable Transport Contribution in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Sustainable Transport Contribution or any part of the Sustainable Transport 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 the County Council prior to the tenth (10th) anniversary of receipt of the Sustainable Transport Contribution in full to make a payment in respect of the Sustainable Transport Contribution Purposes the unexpended part of the Sustainable Transport Contribution shall not be repaid until such payment is made and the unexpended part of the Sustainable Transport Contribution to be repaid (if any) shall not include such payment; and
- 3.3 That upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of receipt of the Sustainable Transport Contribution in full the County Council shall provide the Owners with a statement confirming whether the Sustainable Transport Contribution has been spent and if the Sustainable Transport Contribution has been spent in whole or in part outlining how the Sustainable Transport Contribution has in whole or in part been spent.
4. It is hereby agreed that:
- 4.1. Any dispute in relation to how the Sustainable Transport Contribution has been spent must be raised in writing by the Owners] and received by the County Council within twenty (20) Working Days of receipt by the Owners of the County Council's statement referred to in 2.3 above and shall clearly state the grounds on which it is disputed;

- 4.2. In the event that no written request is received by the County Council from the Owners pursuant to paragraph 4.2 above or no valid dispute is raised by the Owners pursuant to paragraph 4.1 the Owners shall accept the Highway Contribution has been spent in full on the Highway Contribution Purposes as appropriate;
- 4.3 The County Council may utilise up to two percent (2%) of the total amount of the Sustainable Transport Contribution due under this Deed to a maximum of Two Thousand Six Hundred and Forty Five Pounds (£2,645)¹ plus the Relevant Sustainable Transport Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owners to form part of the definition of use of the Sustainable Transport Contribution Purposes;
- 4.4 In the event the Sustainable Transport Contribution that is overpaid by the Owners then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Sustainable Transport Contribution or have entered into a legally binding contract or obligation to spend the Sustainable Transport Contribution otherwise the County Council shall upon the Occupation of the final Unit on the Development or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owners (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owners of such overpayment.

PART TWO - RESIDENTIAL TRAVEL INFORMATION PACKS

1. In this Schedule the following words and expressions shall have the following meaning:

Residential Travel Information Pack means a specific [district or borough or city] tailor-made booklet aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel and shall contain the following:

- (a) guidance and promotional material on the use of sustainable modes of travel;
- (b) details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport and personalised journey planning services;
- (c) reference to travel websites, resources and support services for each mode of travel, information provided by the County Council and the Council;
- (d) details of local travel campaigns and networking/support groups; and
- (e) to include six one day travel vouchers for use with the relevant local public transport operator;

Travel Vouchers means tickets/passes/ vouchers or other means of accessing transport or journey planning information as agreed with the County including the following as a minimum (six scratchcard bus tickets per household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) for each eligible member of the household AND access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information).

1. The Owners further hereby covenant with the County Council:
- 1.1 to submit a draft Residential Travel Information Pack (including Travel Vouchers) to the County 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 (including Travel Vouchers) being submitted to and approved in writing by the County Council;

- 1.2 to provide the first occupier of each Housing Unit with an approved Residential Travel Information Pack and Travel Vouchers prior to Occupation of any Housing Unit and not to cause or permit Occupation of any Housing Units unless and until the Owners have provided the first occupiers with an approved Residential Travel Information Pack and Travel Voucher at the expense of the Owners.

Annex A – Allocations Policy



UTTLESFORD DISTRICT COUNCIL

HOUSING ALLOCATIONS SCHEME

(ALLOCATIONS POLICY)

June 2021

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 flat accommodation which may be either in the private or social sectors which if they refuse will result in them being down banded to a band that reflects their housing need.

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

8.1.6.4 BAND C

Applicants meet at least one of the following criteria

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

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

and

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

or

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

or

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

8.1.6.5 BAND D

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

8.1.6.6 **BAND E**

Applicant meets at least one of the following criteria

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

8.2 **Allocation of Properties**

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

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

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

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

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

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

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

9. Housing Priority

9.1 Deciding who has priority on the register

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

9.2 Overcrowding

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

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

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

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

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

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

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

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

9.3 Children sharing bedrooms

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

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

9.4 Applicants without children

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

9.5 Disrepair, poor design and lack of facilities

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

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

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

9.6 Sharing with another household

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

- i. living room

- ii. kitchen
- iii. bathroom or toilet.

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

9.7 People living in mobile homes or caravans

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

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

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

9.8 Homelessness

9.8.1 Accepted homeless households are applicants to whom:

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

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

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

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

9.9 Accepted homeless households in severe need

9.9.1 These are applicants to whom:

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

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

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

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

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

9.11 Failure to Co-operate

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

9.12 Assured shorthold tenants under notice

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

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

9.13 Lodger under notice

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

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

9.13.3 Proof that notice has been served is required.

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

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

9.14 Tenants of tied accommodation under notice

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

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

9.15 Protected tenants with a possession order

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

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

9.16 Fixed-term licensee

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

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

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

9.17 Applicants with no fixed address

9.17.1 This applies to applicants who have no fixed address.

9.17.2 They will be placed in Band C.

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

9.18 Medical, welfare, hardship and harassment

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

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

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

9.19 Medical assessments

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

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

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

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

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

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

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

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

9.20 Welfare/Hardship/Harassment assessments

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

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

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

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

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

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

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

9.21 Tenants with a home that is bigger than they need

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

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

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

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

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

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

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

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

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

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

9.23.1 This category applies to Uttlesford secure tenants only.

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

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

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

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

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

9.24 Transfers which will release a property that is needed

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

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

9.25 Applicants who have deliberately made their housing situation worse

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

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

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

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

9.26 Owner-occupiers

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

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

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

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

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

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

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

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

9.28 Deciding the effective date

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

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

9.29 Armed Forces Priority

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

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

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

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

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

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

- i. The property is not in accordance with an applicant's 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 tenant 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

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

20. Review of Allocations Scheme

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

21. Consultation on Changes to the Allocations Scheme

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

Data Protection Act

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

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

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

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

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

Appendix I

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

Size of Accommodation Allocated – working age applicants

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

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

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

Appendix II

Local Lettings Plans

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

Rural Housing – Exception site

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

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

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

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

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

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

Rural Housing – Non exception site

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

Sustainable Communities

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

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

Appendix III

Right to Move Guidance

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

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

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

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

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

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

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

Short-term

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

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

Marginal

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

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

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

Ancillary

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

Voluntary Work

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

Apprenticeship

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

Verification and evidence

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

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

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

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

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

Annex B - First Homes Planning Advice Notice



UTTLESFORD DISTRICT COUNCIL

**FIRST HOMES
PLANNING ADVICE
NOTICE
2022**



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1.1 On 24th May 2021, the Government published a Written Ministerial Statement¹ that set out plans for delivery of a new type of affordable home ownership product called First Homes. To support the future development of First Homes, the Government also set out changes to national planning policy.²

1.2 First Homes are a specific kind of discounted market sale housing which must:

- be discounted by a minimum of 30% against the market value; and
- can only be sold to a person or persons meeting the First Homes eligibility criteria (see below); and
- after the discount has been applied, the first sale must be at a price no higher than £250,000 outside of London; and
- on the first sale, a First Home will have a restriction registered on the title of the property at HM Land Registry to ensure the discount (percentage of current market value) and certain other restrictions are passed on at each subsequent title transfer.

1.3 This is the minimum criteria a First Home must meet and would be considered to meet the definition of 'affordable housing' for planning purposes.

1.4 The national eligibility criteria for purchasers of First Homes includes the following:

- a purchaser (or, if joint purchase, all the purchasers) of a First Home should be a first-time buyer³;
- and purchasers of First Homes, whether individuals, couples or group purchasers should have a combined annual household income not exceeding £80,000 in the tax year immediately preceding the year of purchase.
- and a purchaser of a First Home should have a mortgage or home purchase plan (if required to comply with Islamic Law) to fund a minimum of 50% of the discounted purchase price.
- and the First Home must be the buyer's main residence with restrictions on lettings being applied.

1.5 The First Homes Written Ministerial Statement does give local authorities or neighbourhood planning groups discretion to:

- Require a higher minimum discount of either 40% or 50% if they can demonstrate a need for this.
- Set lower price caps if they can demonstrate a need for this.
- Apply time limited eligibility criteria in addition to the national criteria described above, for example a local connection test, or criteria based on employment status.

1.6 First Homes are the Government's preferred discounted market tenure and should account for a minimum 25% of affordable housing secured through planning obligations.

1.7 Uttlesford District Council requires the provision of 40% of the total number

of residential units to meet the national definition of 'affordable housing' within all new residential developments that comprise 15 or more residential units or a site of 0.5 hectares and above.

1.8 To meet housing need the 40% affordable housing policy requirement must incorporate 70% affordable housing for rent, provided as either social or affordable rented housing. The remaining 30% required to meet demand for affordable home ownership and comply with national planning policy, which requires that at least 10% of homes should be available for affordable homes ownership. It was assumed to be provided as shared ownership housing where buyers purchase a share in a home and pay a below market rent on the share that they do not own.

1.9 The First Homes Written Ministerial Statement also introduced a First Homes exceptions site policy to encourage First Homes-led development on land that is not currently allocated for housing, replacing the entry-level exception site policy.

1.10 First Homes exception sites should be on land which is not already allocated for housing and should:

- a) comprise First Homes (as defined in the Written Ministerial Statement); and
- b) be adjacent to existing settlements, proportionate in size to them, not compromise the protection given to areas or assets of particular importance in the National Planning Policy Framework⁴, and comply with any local design policies and standards.

1.11 The First Homes exceptions site policy also allows a small proportion of market homes on the site at the local authority's discretion.

2. PURPOSE

2.1 The purpose of this advice note is to:

2.1.1. Clarify what a policy compliant affordable housing requirement on developments of 15 or more dwellings or a site of 0.5 hectares and above is following the implementation of the First Homes Written Ministerial Statement.

2.1.2 Set out the Council's position regarding those elements of the National criteria that can be amended by local authorities relating to the homes and purchasers of First Homes.

2.1.3 Clarify the Council's interpretation and position regarding the terms 'proportionate to the settlement' and 'small proportion of market homes' in relation to First Homes exceptions sites.

2.2 This Planning Advice Note will be reviewed in line with the review of the Local Plan, which is currently being undertaken to enable the new Local Plan to be adopted in 2024.

3. POLICY COMPLIANT AFFORDABLE HOUSING MIX

3.1 A minimum of 25% of all affordable housing units secured through developer contributions should be First Homes, subject to the transitional arrangements (see below).

3.2 Once a minimum of 25% of First Homes has been accounted for, social rent should be delivered in the same percentage as set out in the Local Plan.

3.3 The remainder of the affordable housing tenures should be delivered in line with the proportions set out in Local Plan policy.

3.4 The First Homes Planning Practice Guidance states that a policy compliant planning application should seek to capture the same amount of value as would be captured under a local authority's up-to-date published policy. It sets out that where a plan viability assessment shows the amount of value captured, this allows the total value captured under the policy to be calculated. This value can then be reallocated to a different affordable housing mix under the new policy⁵.

3.5 Currently the 40% affordable housing policy requirement consists of 70% affordable housing for rent and 30% affordable home ownership – assumed to be provided as shared ownership housing. As the 25% First Homes requirement can be accounted for within the 30% affordable home ownership element of the contribution,

The following affordable housing contribution will be considered policy compliant:

70% of the affordable units on new residential developments of 15 or more residential units or on a site of 0.5 hectares and above will be required as affordable housing for rent.

25% of the affordable units on new residential developments of 15 or more residential units or with a site of 0.5 hectares or more will be required as First Homes.

5% of the affordable units on new residential developments of 15 or more residential units or with a site of 0.5 hectares or more will be required as Shared Ownership Housing to continue to meet demand for affordable home ownership homes and from purchasers that do not meet the qualification criteria applied to First Homes.

3.6 To ensure a compliant planning application captures the same amount of value as would be captured under the Local Plan:

First Homes will be required at the 30% discount against the market value and the national price cap of £250,000 will apply.

4. LOCAL ELIGIBILITY CRITERIA

4.1 As part of planning obligations secured through section 106 agreements, local authorities can apply eligibility criteria to First Homes in addition to the national criteria described above.

In Uttlesford, the following additional local criteria will apply to all First Homes on initial sales and resales for a period of 3 months from when a home is first marketed:

Households with an adult that at the time of marketing the First Home lives or works⁷ in the Uttlesford district; or

Households with an adult that at the time of marketing the First Home is due to commence employment in the Uttlesford district: or

Households with an adult that at the time of marketing the First Home has a close family connection to the Uttlesford district (*parents, grandparents, children, siblings*)

4.2 If a suitable buyer has not reserved a home after 3 months, the eligibility criteria will revert to the national criteria to widen the consumer base.⁶

4.3 In accordance with national Planning Practice Guidance, the local eligibility criteria will be disappplied for all active members of the Armed Forces, divorced/separated spouses or civil partners of current members of the Armed Forces, spouses or civil partners of a deceased member of the armed forces (if their

death was wholly or partly caused by their services) and veterans within 5 years of leaving the armed forces.



5. FIRST HOMES EXCEPTIONS SITES

5.1 The First Homes Written Ministerial Statement and associated planning guidance allows for First Homes exceptions sites to come forward on unallocated land outside of a development plan so long as it meets the criteria set out above. As well as being adjacent to existing settlements, the criteria states that these sites must be 'proportionate in size' to the existing settlements.

5.2 National Planning Practice Guidance states that for decision making, what constitutes a proportionate development will vary depending on local circumstances and encourages local authorities to set policies which specify their approach to determining the proportionality of First Homes exceptions site proposals.

5.3 Uttlesford District Council will consider whether First Homes exceptions site proposals are 'proportionate' to an existing settlement as part of the assessment process for each First Homes exception site application which is submitted. In all instances this will not exceed 15 units or 0.5 hectares, and in smaller settlements⁷ 15 units is likely to not be proportionate.

5.4 The First Homes exceptions site policy also allows a small proportion of market homes on the site at the local authority's discretion.

5.5 The starting point is that market homes are not required, especially given First Homes are not required to be discounted beyond the 30% minimum, however: Where it can be demonstrated to the satisfaction of the Council that market housing is essential to cross-subsidise the delivery of First Homes on First Homes exceptions sites: the proportion of market housing must not exceed 20% of the total number of homes; and the market and affordable homes must be indistinguishable in design and quality.

5.6 National Planning Policy Guidance allows small quantities of affordable housing products for one or more other form of affordable housing on a proposed First Homes exceptions site where evidence suggests that a significant local need exists. This evidence can be in the form of a local Housing Needs Assessment or the local authority Housing Register.

5.7 As Uttlesford District Council has significant local need for more affordable housing for rent to meet the needs of households on the Council's Housing Register, we expect **at least 25% of First Homes exceptions sites to provide affordable housing for rent to meet the needs of those households in the greatest housing need on the Council's Housing Register.**

6. TRANSITIONAL ARRANGEMENTS



6.1 National Planning Practice Guidance sets out that the First Homes policy requirement does not apply to decision making for the following:

- sites with full or outline planning permissions already in place or determined (or where a right to appeal against non-determination has arisen) before 28 December 2021;
- applications for full or outline planning permission where there has been significant preapplication engagement which are determined before 28 March 2022; and
- sites where neighbourhood plans are adopted/made under the transitional arrangements -submitted for examination before 28 June 2021 or have reached publication stage and subsequently submitted for examination by 28 December 2021.

6.2 These transitional arrangements also apply to permissions and applications for entry-level exception sites.

6.3 The First Homes requirement does not apply to applications made under section 73 of the Town and Country Planning Act 1990 to amend or vary an existing planning permission unless the amendment or variation in question relates to the proposed quantity or tenure mix of affordable housing for the development.

7. KEY DOCUMENTS

Uttlesford Local Plan (2005)

7.1 Policies H9, H10 and H11 set out the affordable housing and rural exceptions site policies.

7.2 The Council is in the process of producing a new Local Plan for adoption in 2024.

Housing Strategy (2021-2026)

7.4 The Council's Housing Strategy 2021-2026 establishes the key priorities relating to housing for the Uttlesford district and the actions to be taken to address these priorities.

Annex C – 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

Uttlesford District Council

Signed

X Registered Provider

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

Property size	Quantity
0 bed	
1 bed	
2 bed	
3 bed	
4 bed	
5 bed	
Total	

Address Line1	Address Postcode	No Of Bedrooms	Property Type
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