



Dated

30th MARCH.

2023

UTTLESFORD DISTRICT COUNCIL (1)

ESSEX COUNTY COUNCIL (2)

AND



(3)

**AGREEMENT PURSUANT TO S.106 TOWN AND
COUNTRY PLANNING ACT 1990**

**relating to outline application for up to 50
dwellings on land South of Bedwell Road,
Elsenham, Essex (Planning Application
Reference UTT/20/2908/OP)**

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THIS DEED is made on

30th MARCH 2023

BETWEEN:

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

(2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford CM1 1QH hereinafter referred to as ("**ECC**")

(3) 
 hereinafter jointly referred to as ("**the Owners**");

1 DEFINITIONS

1972 Act shall mean the Local Government Act 1972;

1964 Act means the Public Libraries & Museums Act 1964

1990 Act shall mean the Town & Country Planning Act 1990;

1999 Act shall mean the Contract (Rights of Third Parties) Act 1999;

2011 Act shall mean the Localism Act 2011;

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 Affordable Housing Land for persons unable to compete for housing on the open market and adjusted pro rata in

accordance with the number of Residential Dwellings constructed and **Affordable Housing Unit** shall be construed accordingly;

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;

Allocations Policy means the Council's Housing Allocations Scheme dated June 2021 an extract from which is appended at Appendix 2 (or any successor replacement policy thereto);

Appeal shall mean the appeal to the Secretary of State submitted by or on behalf of the Owners against the refusal of the Application by the Council and given reference number APP/C1570/W/22/3311069;

Application shall mean the outline application for planning permission for erection of up to 50 open market and affordable dwellings (Class C3) with all matters reserved except access received by the Council on 9th November 2020 and allocated reference UTT/20/2908/OP;

Approved Body mean any registered provider registered with Homes England or successor organisation any body organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord;

Cluster	shall mean a group of Affordable Housing Units which does not have contiguous boundaries with another group of Affordable Housing Units;
Councils	shall mean together the Council and ECC;
Designated Protected Area	shall mean an area designated under The Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009 and which is subject to restrictions on staircasing of Shared Ownership Units in Homes England's capital funding guide;
DPA Waiver	shall mean a waiver issued by Homes England (or any other body with power to issue such a waiver) which would have the effect of waiving Designated Protected Area grant funding conditions applied by Homes England in relation to staircasing ownership of Shared Ownership Units in respect of all or part of the Land;
Development	shall mean the development authorised by the Permission;
ECC Monitoring Fee	shall mean a fee of £550 per obligation due to ECC under this Deed and for the avoidance of doubt this is a total of £3,300 (three thousand three hundred Pounds) (no VAT) towards ECC'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
Eligible Person	<p>For Shared Ownership Units or Affordable Rented Units shall mean a person or persons considered by the Approved Body to be in need of an Affordable Housing Unit who is unable to compete in the normal open market for property in the District of Uttlesford ("the District") and who (or one of whom)</p> <ul style="list-style-type: none"> • has lived continuously in the District for the last 3 years and/or • either lives outside the District or has lived in the District for less than 3 years but has immediate family members

who have lived in the District for the last 5 years and in respect of whom he is receiving or giving substantial ongoing support that cannot be provided from outside the District and/or

- lives outside the District but has been permanently employed in the District for a minimum of 3 years and works at least 24 hours a week

FOR THE AVOIDANCE OF DOUBT this is not a sequential test and if there are two or more persons who qualify for an Affordable Housing Unit in accordance with one or more of the above criteria the person to be allocated the Affordable Housing Unit shall be chosen in accordance with the Allocation Policy Bands A B C D and E sequentially as shown in the extract from the Allocations Policy appended at Annex 2

First Home

shall mean a Residential Dwelling which may be disposed of (in accordance with Schedule 12 to this Deed) 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

Flat

shall mean a Residential Dwelling that occupies a single floor and/or does not benefit from private open space for the exclusive use of the residents of the Residential Dwelling and no other persons;

Help to Buy Agent (South)

shall mean the zone agent (or any successor thereto) keeping a register of persons seeking shared ownership dwellings for Essex;

Homes England

shall mean the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation;

House

a Residential Dwelling that does not meet the definition of a Flat;

Housing Register	means a register of Eligible Persons kept and maintained by the Council
Implementation	<p>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:</p> <ul style="list-style-type: none"> (a) demolition; (b) site survey; (c) ecological survey; (d) archaeological survey; (e) remediation; (f) erection of fences or hoardings; <p>and Implement and Implemented shall mutatis mutandis be construed accordingly;</p>
Implementation Date	shall mean the date specified by the Owners to the Councils in a written notice served upon the Councils as the date upon which the Development authorised by the Permission is to be Implemented or if no such notice is served the date of Implementation;
Index	shall mean the Index of Retail Prices compiled and published by His 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;

Index Point	a point shown on the relevant index indicating a relative cost at a point in time;
Land	shall mean the land South of Bedwell Road, Elsenham, Essex shown on Plan 1 at Schedule 1 edged in red;
LAP	shall mean the local area of play forming part of the Public Open Space constructed and equipped in accordance with regulations and guidance of Fields in Trust (current at the date of the Permission);
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;
Management Company	shall mean a company body or other entity responsible for the long-term management and maintenance of Public Open Space and/or other facilities;
Mortgagee	shall mean any holder of a mortgage secured upon the Affordable Rented Units or the Shared Ownership Units
Nominated Person	shall mean a person or persons nominated by the Council from their Housing Register or the Help to Buy Agent (South) Help to be offered Shared Ownership Units or Affordable Rented Units by the Approved Body;
Nominations Agreement	shall mean an agreement between the Council and an Approved Body setting out the selection and prioritisation of tenants and occupiers of the Affordable Rented Units in accordance with the Allocations Policy;
NPPF	shall mean the National Planning Policy Framework published by the Ministry of Housing, Communities and Local Government and dated July 2021 or any replacement statement guidance note or circular which may amend, supplement or supersede it;

Occupation	shall mean occupation of a building constructed as part of the Development of the Land pursuant to the Permission and shall not include day time occupation by workmen involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the storage of plant and material and " Occupy " and " Occupied " shall 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;
Permission	shall mean the planning permission granted by the Secretary of State or the Planning Inspector pursuant to the Appeal in respect of the Application;
Phase	shall mean a phase of the Development as identified in the Phasing Plan
Phasing Plan	means the phasing plan agreed in writing between the Council and the Owners pursuant to Part 1 of Schedule 2 or a phasing plan agreed pursuant to a condition attached to the Planning Permission, whichever is first agreed
Planning Inspector	means the inspector appointed by the Secretary of State to preside over the Appeal;
Practically Completed	shall mean complete such that it is fit for its intended purpose free from defects other than snagging as confirmed by a certificate issued by a suitably qualified person and reference to Practical Completion shall be construed accordingly;
Public Open Space	shall mean all landscaped areas and sustainable drainage systems including the LAP not comprising private gardens adopted roads shown indicatively on Plan 2 at Schedule 1;

Public Open Space Management and Access Scheme	<p>shall mean a scheme for ongoing management of the Public Open Space which identifies and details the following:</p> <ul style="list-style-type: none"> (i) the agreement for the management of the Public Open Space (including the sustainable drainage) and (ii) the agreement for the maintenance of the Public Open Space including the replacement of any equipment, and how the Owners will ensure that the Public Open Space remains open and accessible to the public;
Public Open Space Delivery Plan	<p>shall mean a plan for the delivery of the Public Open Space and the sustainable drainage on the Land and discharge of the obligation in paragraph 1 of Schedule 3 (such plan to accord with details approved pursuant to discharge of relevant conditions on the Permission and/or any approval of a Reserved Matters Application (which approved Public Open Space Delivery Plan may be amended from time to time by agreement in writing between the Owners and the Council) and which plan is to include as a minimum:</p> <ul style="list-style-type: none"> (i) description of the Public Open Space including the type of open space to be provided and any features (including but not limited to a LAP); and (ii) if relevant a programme for the phased laying out of the Public Open Space.
Reserved Matters Application	<p>an application for the approval of reserved matters pursuant to the Permission;</p>
Residential Dwelling	<p>shall mean a unit of residential accommodation to be constructed on the Land or created by conversion of an existing building on the Land in accordance with the Permission and reference to Residential Dwellings to be construed accordingly;</p>

Secretary of State	means the Secretary of State for Housing, Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act;
Shared Ownership Units	shall mean the Affordable Housing Unit(s) to be provided by way of a Shared Ownership Lease to a Leaseholder in accordance with Schedule 2 Part 2 and offered to persons in need of Affordable Housing where the percentage equity share to be marketed and the percentage rent payable on the retained equity is agreed in writing between the Council and the Approved Body and the initial percentage rent does not exceed 2.75% of the capital value of the unsold equity at the point of initial sale;
Shared Ownership Lease	means a lease to be granted to a Leaseholder for each Shared Ownership Unit which shall accord with the requirements of and be consistent with any model shared ownership lease from time to time, of the Approved Body;
Sterling Overnight Index Average (SONIA) Rate	means an assessment of the rate of interest ECC 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 or such other rate as ECC considers appropriate and SONIA Rate shall be construed accordingly
Utilities	shall mean gas water electricity telephone foul drainage and surface water drainage and ducting for wires cables lasers optical fibres electronic data or impulse transmission communication or reception systems broadband and all other media as may in the Council's reasonable view be appropriate with rights to use and if necessary in the reasonable opinion of the Council accompanied by such legal rights as the Council considers necessary for the discharge of surface water;

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 The Council is the local planning authority within the meaning of the 1990 Act for the district in which the Land is situated.
- 2.2 ECC is the local education authority for statutory age education and pre-statutory age education and childcare and the local highway authority for the area within which the Land is situated. ECC is also the local library authority for the provision of library services under the 1964 Act and ECC is required to provide a comprehensive and efficient service for all persons resident working or studying in in the area in which the Land is located.
- 2.3 The Owners are the registered proprietors of the freehold interest in the Land (other than part comprising highway land) registered at HM Land Registry under Title Number EX968570 free from encumbrances which would prevent the Owners from entering into this Deed..
- 2.4 The Application was submitted to the Council on 9th November 2020.
- 2.5 The Council refused the Application on 7th July 2022 and the Owners have submitted the Appeal for determination by the Secretary of State or his appointed Planning Inspector (as the case maybe).
- 2.6 The Council ECC and the Owners 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 pursuant to determination of the Appeal.

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 and section 1 of the 2011 Act.
- 3.2 Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by the Council and ECC as hereinafter provided.

- 3.3 The obligations in Schedules 2 to 11 shall only take effect if Permission is granted but if the Secretary of State or the inspector appointed to determine the Appeal decides that any of such obligations should not be imposed in respect of the Permission, such obligation or obligations shall be discharged and not apply provided that any obligations considered deleted and void by the operation of this clause 3.3 will be considered reinstated in the event that the decision of the Secretary of State or the inspector appointed in relation to any obligations is/are successfully challenged and reinstated.

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 hereby jointly and severally covenant with the Council and ECC to observe and comply with the obligations contained in this Deed as well as the schedules to this Deed.
- 4.2 The liability of the Owners or either of them under this Deed shall cease once they have parted with their respective interests 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 and for the avoidance of doubt once any of the Owners has transferred all parts of the Land owned by that Owner the obligations on that Owner shall cease) but not so as to release any party from liability for any breaches hereof arising prior to the transfer and for the purposes of this Deed any easement covenant or similar right shall not constitute an interest in the Land.

5 OBLIGATIONS UNDERTAKEN BY THE COUNCIL AND ECC

- 5.1 The Council covenants to observe and comply with the obligations on its part contained in Schedules 8, 9 and 11
- 5.2 ECC covenants to observe and comply with the obligations on its part contained in Schedules 5 and 6.
- 5.3 At the written request of the Owners the Council or ECC (where applicable) shall provide written confirmation of the discharge of the obligations given to them respectively in this Deed when satisfied that such obligations have been performed.

6 NOTICE OF IMPLEMENTATION

- 6.1 The Owners will give the Council and ECC not less than 28 days' notice of their intention to Implement the Permission specifying the intended Implementation Date.
- 6.2 Forthwith upon Implementation the Owners will give the Council and ECC notice of Implementation.

7 PROVISOS AND INTERPRETATION

- 7.1 No provision of this Deed shall be interpreted so as to take effect contrary to the rights powers duties and obligations of the Council and ECC 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 the Council or ECC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or ECC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default.
- 7.4 Any provision contained in this Deed requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed.
- 7.5 The headings in this Deed do not affect its interpretation.
- 7.6 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clauses clauses and schedules of this Deed.
- 7.7 Unless the context otherwise so requires:
- (a) references to the Owners include their respective permitted successors and assigns and in the case of the Council and ECC shall include the successors to their statutory functions;

- (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
- (c) references to any gender include both genders.

7.8 Where a schedule to this Deed contains definitions the defined terms shall have the meanings set out in that schedule.

8 AGREEMENTS AND DECLARATIONS

8.1 The obligations contained in this Deed shall come into effect on the date hereof save the provisions of paragraph 1 of part 1 of Schedule 2, paragraphs 1 and 2 of Schedule 3, Schedule 5, Schedule 8, Schedule 9 paragraph 2.1 of Schedule 10 and paragraph 2 of Schedule 11 shall take effect on or immediately prior to Implementation Date and in the event that the Permission is refused or not Implemented and expires the obligations contained in 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.

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 (other than the Permission as defined herein).

8.4 The obligations under this Deed shall not be enforceable against:

- (a) persons who purchase or take leases of the Residential Dwellings their successors in title chargees Mortgagees or receivers of such persons; or
- (b) any statutory undertakers and Utilities providers who as part of their undertaking have any interest in the Land nor the Mortgagees or chargees of any such person nor any receiver appointed by a Mortgagee or chargee of such persons.

8.5 This Deed constitutes a Local Land Charge and shall be registered as such provided that the Council will upon the happening of any of the eventualities referred to in clauses 8.1 and 8.2 of this Deed or upon the determination of this Deed howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this Deed.

8.6 Any approval, consent, direction, authority, agreement, certificate or action to be given by the parties under this Deed shall not be unreasonably withheld or delayed.

9 EXCLUSION OF THE 1999 ACT

9.1 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 in writing and sent by pre-paid first class post or other next working day delivery service or delivered by hand 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:

10.3.1 are addressed to the Council shall be marked for the attention of the Director of Planning

10.3.2 are addressed to ECC shall be sent to development.enquiry@essex.gov.uk and marked for the attention of the s106 Officer, Planning Service, Economy, Localities and Public Health County Hall Chelmsford CM1 1QH and sent to development.enquiry@essex.gov.uk.

11 ENTIRE DEED

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

12 COSTS AND MONITORING FEE

- 12.1 Upon the execution of this Deed the Owners shall pay the reasonable legal costs incurred by both the Council and ECC in connection with the negotiation and preparation thereof.
- 12.2 Prior to Implementation the Owners shall pay to the Council its monitoring fee in the sum of Five Thousand Six Hundred and Sixteen Pounds (£5,616.00).
- 12.3 Prior to Implementation the Owners shall pay the ECC Monitoring Fee to ECC.

13 DISPUTE RESOLUTION

- 13.1 In the event of any dispute or difference arising between the Owners and/or ECC and/or the Council in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England and Wales with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and

supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.

- 13.5 The provision of this clause shall not affect the ability of ECC and the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 JURISDICTION

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

15 SECTION 73 VARIATION

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

16 TERMINATION OF THIS DEED

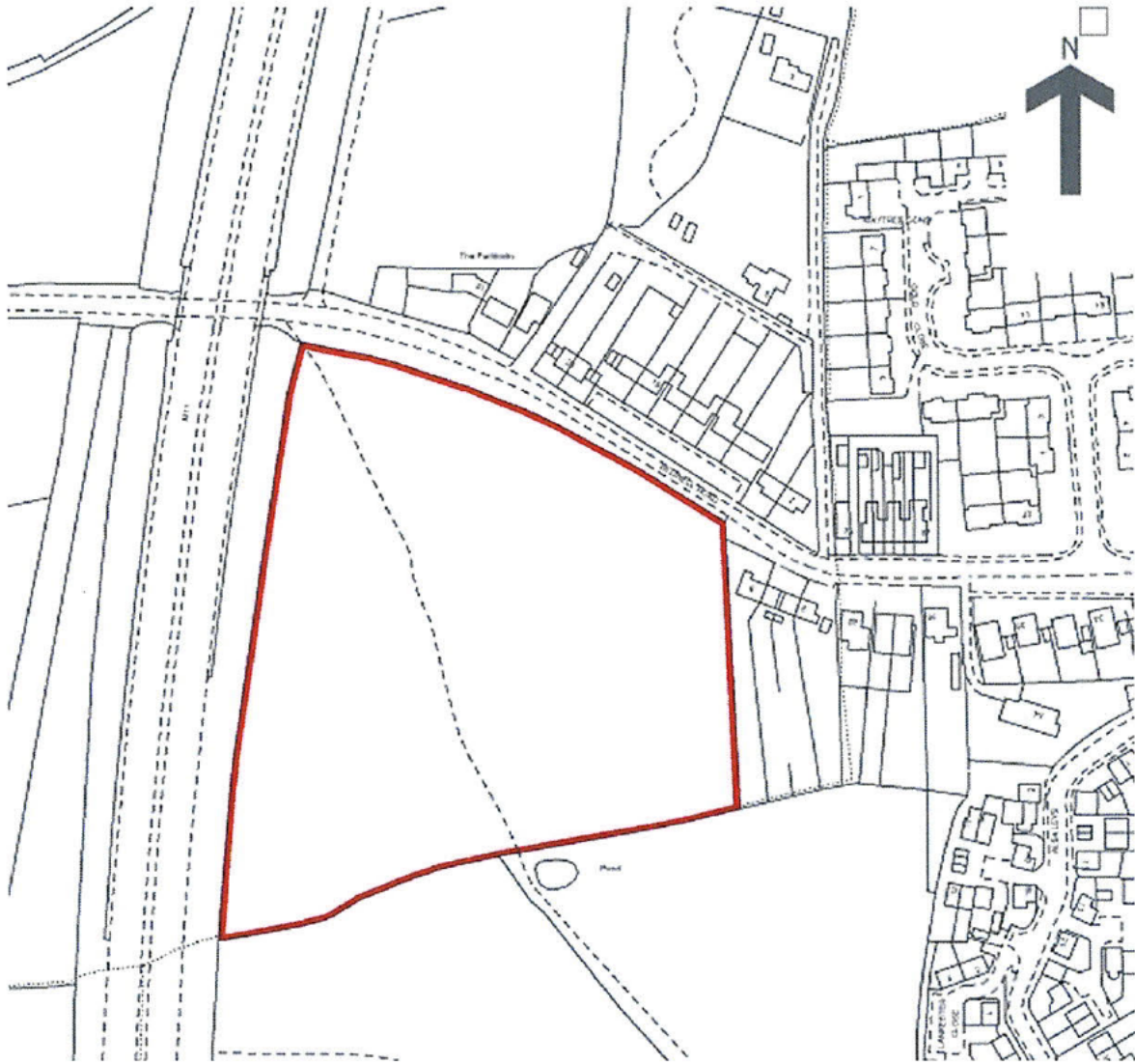
- 16.1 This Deed will come to an end if:

16.1.1 the Permission is quashed, revoked or otherwise withdrawn;

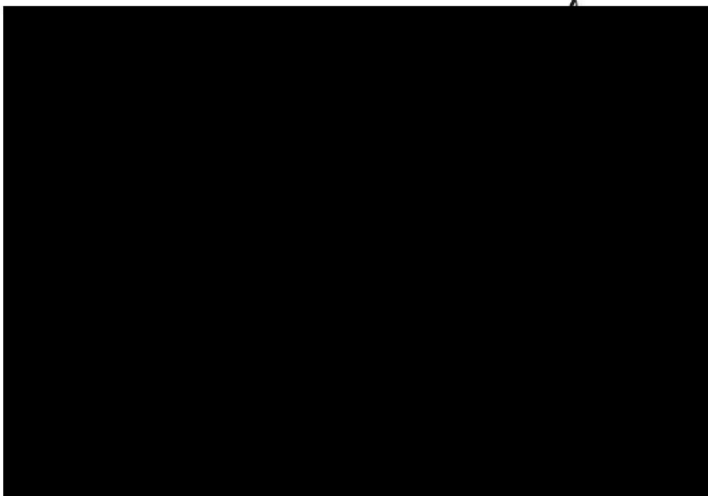
16.1.2 the Permission is modified without the consent of the Owners before the Implementation Date;

the Permission expires before the Implementation Date; or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission.

SCHEDULE 1

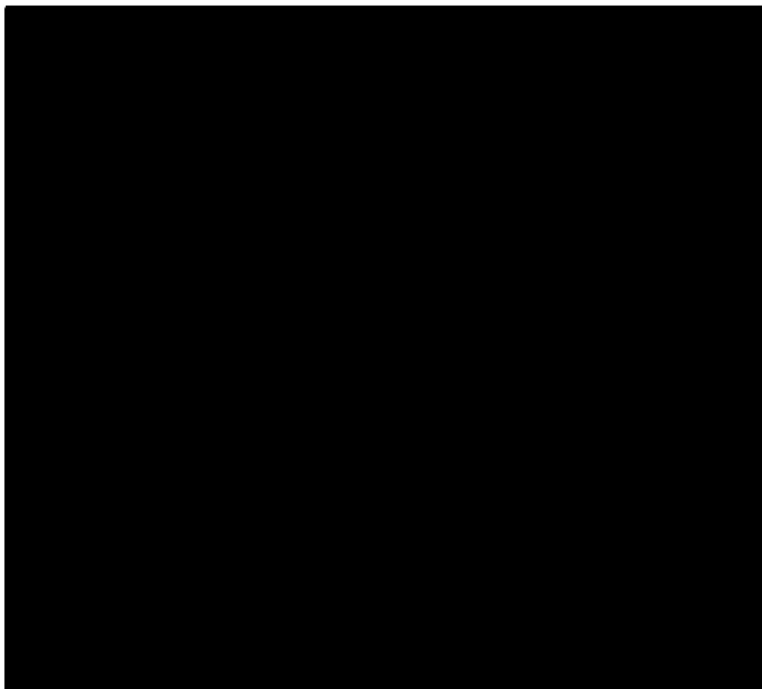


Plan 1 – Land bound by Deed Plan of “The Land” shown edged red being the land registered at HM Land Registry with title absolute under title number EX968570.





Plan 2 – POS Plan



SCHEDULE 2

Part 1

Phasing

The Owners covenant with the Council as follows:

1. A Phasing Plan shall be agreed with the Council prior to Implementation identifying the Phases of the Development and the Development shall be provided in accordance with the agreed Phasing Plan as may be varied by agreement from time to time with the written consent of the Council

Part 2

Affordable Housing

The Owners covenant with the Council as follows:

- 1 The Affordable Housing Units shall comprise 40% of the total of all Residential Dwellings constructed in accordance with the Permission unless otherwise agreed in writing with the Council 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 user M4(3) unless otherwise agreed in writing with the Council PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
- 3 The Affordable Housing Units will be positioned on the Affordable Housing Land in clusters which will not comprise more than eighteen (18) Affordable Housing Units per cluster unless otherwise agreed in writing with the Council.
- 4 The tenure mix of Affordable Housing Units in a Phase will be up to 5% First Homes and of the balance 70% Affordable Rented Units and 30% Shared Ownership Units unless otherwise agreed in writing with the Council.

5 The type and mix of the Affordable Housing Units is to be agreed between the Council and the Owners prior to submission of the Reserved Matters Application for that Phase of the Development and unless otherwise agreed no Development is to take place unless and until such written agreement has been acknowledged in writing by the Council (not to be unreasonably withheld or delayed).

6 Not to Occupy the first (1st) Open Market Housing Unit or the first (1st) First Home in each Phase which includes Affordable Rented Units or Shared Ownership Units until the Owners have:

EITHER

6.1 transferred the land on which any Affordable Rented Units and any Shared Ownership Units are to be constructed in that Phase to an Approved Body as a freehold estate

OR

6.2 Completed a binding agreement with an Approved Body (documentary proof of which to be supplied to the Council if requested) for the completion of the Affordable Rented Units and any Shared Ownership Units and the transfer of the land on which any Affordable Rented Units and any Shared Ownership Units are to be constructed within that Phase to the Approved Body FOR THE AVOIDANCE OF DOUBT the Owners may complete a binding agreement with an Approved Body for the completion and transfer of the Affordable Rented and Shared Ownership Units and the land on which they are to be constructed within the entire Development or for several Phases prior to the Implementation of the first Phase if they wish.

Provided that if the Owner can demonstrate to the Council's reasonable satisfaction that it has used all reasonable endeavours to conclude a binding agreement with an Approved Body but has been unable to do so, the prohibition against Occupation in this paragraph 6 shall be postponed to permit such number of Open Market Housing Units and First Home Units as the Council acting reasonably considers appropriate in writing to enable the Owner to secure such agreement.

7 The terms or any transfer pursuant to paragraph 6 above shall include a covenant that the Approved Body shall comply with the terms of this Schedule 2 Part 2 to this Deed.

- 8 The tenure of each Affordable Housing Unit in a Phase is to be agreed in writing between the Approved Body and the Council in accordance with the Council's Affordable Housing Strategy in force at the time and before the Occupation of any Affordable Rented Unit or Shared Ownership Units in that Phase.
- 9 Unless otherwise agreed in writing with the Council not to Occupy more than 65% (sixty five percent) of the Open Market Housing Units or First Home Units to be constructed in a Phase in accordance with the Permission until the Affordable Rented Units and Shared Ownership Units in that Phase 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).
- 10 After the substantial completion of the Affordable Housing Units no Affordable Housing Unit shall be Occupied unless in respect of the Affordable Housing Units concerned there is compliance with the following paragraphs 10.1 to 10.8
- 10.1 Upon completion of the Affordable Rented Units and Shared Ownership Units and thereafter the Approved Body will allocate each Affordable Rented Unit or Shared Ownership Units to a Nominated Person provided by the Council or the Help to Buy Agent (South):
- (a) in respect of Affordable Rented Units, in accordance with the provisions of the Nominations Agreement appended at Annex 1 (into which the Approved Body will have entered with the Council) and
- (b) in respect of Shared Ownership Units, in accordance with the following paragraphs 10.1.1 and 10.1.2:
- 10.1.2 Not later than twenty (20) Working Days from the date of completion of each Shared Ownership Unit or a notice from the occupier of a Shared Ownership Unit that he wishes to sell his interest in a Shared Ownership Unit, the Approved Body will give notice thereof to the Help to Buy Agent (South) as regards the Shared Ownership Unit.
- 10.1.2 Thereafter, the Approved Body shall comply with the requirements of the Help to Buy Agent (South) as to the transfer and lease of the Shared Ownership Unit to the Nominated Person.

- 10.2 If the Council fails to give details of a Nominated Person to the Approved Body under the provisions of the Nominations Agreement or the Help to Buy Agent (South) fails to give details of a Nominated Person, the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit.
- 10.3 Where the Council fails to give details of a Nominated Person under the provisions of the Nominations Agreement or the Help to Buy Agent (South) fails to give details of a Nominated Person and the Approved Body does not have notice or details of an Eligible Person whom it can nominate or house pursuant to paragraph 10.2. of this Part, the Approved Body may grant a tenancy of an Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to any person whom it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy.
- 10.4 The terms of the tenancy deeds for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of Homes England.
- 10.5 The Approved Body will not:
- 10.5.1 Subject to paragraph 10.5.2. of this Part, transfer the freehold or leasehold interest in the Affordable Housing Land or any Affordable Housing Unit (save for a transfer of the freehold interest or long leasehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has (by virtue only of the grant of a DPA Waiver) acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire or other statutory right) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this Deed.
- 10.5.2 Sell let or dispose of any Affordable Rented Unit or Shared ownership Units or allow or permit or suffer any Affordable Rented Unit or Shared Ownership Unit to be sold let or disposed of other than in accordance with paragraphs 10.1. to 10.7. of this Part.
- 10.6 The Approved Body will give the Council one (1) month's written notice of the intended transfer of the freehold or leasehold interest in the land upon which any Affordable Rented Unit or Shared Ownership Unit is to be constructed or intended transfer of any Affordable Rented Unit or Shared Ownership Unit to another Approved Body FOR THE AVOIDANCE OF DOUBT this does not include the transfer of the freehold or leasehold

interest in an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has (by virtue only of the grant of a DPA Waiver) acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire or other statutory right.

10.7 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:

10.7.1. 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 specified in the notice and thereafter shall give an opportunity:

10.7.1.1. to another Approved Body (the name and address of which shall be given to the Council) for a period of one (1) month from the date of the written notice to purchase the specified Affordable Housing Units and/or the Affordable Housing Land and thereafter

10.7.1.2. to the Council for a further period of two (2) months to purchase the specified Affordable Housing Units and/or the Affordable Housing Land

in either case for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses and

10.7.2 if such disposal has not completed on the expiration of both periods referred to above (and for the avoidance of doubt totalling a three-month period from the date of the written notice), the Mortgagee or chargee or Receiver shall be entitled to dispose of the specified Affordable Housing Units and/or the Affordable Housing Land free from the affordable housing provisions set out in this Part, which provisions shall determine absolutely.

10.7.3 During the three-month period from the date of the written notice, the Mortgagee or chargee or Receiver shall use reasonable endeavours to reply to enquiries raised by the Council or by an Approved Body in relation to the specified

Affordable Housing Units and/or the Affordable Housing Land as expeditiously as possible so as to ensure the completion of any disposal within the said three-month period.

- 10.8 If the Affordable Housing Units are vested or transferred to another provider pursuant to a proposal made by Homes England pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Deed shall continue (notwithstanding paragraph 10.7 above) in respect of such other provider.
- 10.9 Should Homes England be abolished and its functions not be replaced by any other statutory body the Council shall fulfil the functions of the Help to Buy Agent (South).
- 10.10 First homes shall be marketed, sold or otherwise disposed of in accordance with the provisions of Schedule 12 to this Deed.

SCHEDULE 3

Public Open Space

The Owners covenant with the Council as follows:

- 1 The Owners shall submit the Public Open Space Delivery Plan to the Council for approval in writing prior to Implementation of the Development.
- 2 Unless otherwise agreed in writing with the Council the Owners shall not Implement the Development until the Owners have submitted the Public Open Space Delivery Plan to the Council for approval and shall not permit the Occupation of any Residential Dwelling until the Council has approved the same in writing (such approval not to be unreasonably withheld or delayed).
- 3 Unless otherwise agreed in writing with the Council prior to Occupation of 90% of the Residential Dwellings the Owners shall layout and practically complete the Public Open Space (including the sustainable drainage) on the Land in accordance with the approved Public Open Space Delivery Plan and the program for delivery contained therein:
- 4 The Owners shall submit to the Council for approval the Public Open Space Management and Access Scheme prior to Occupation of any Residential Dwelling and unless otherwise agreed in writing with the Council not to Occupy any Residential Dwelling until the Council has provided written approval of the same (such approval not to be unreasonably withheld or delayed).
- 5 Following its delivery and save as provided for in the Public Open Space Delivery Plan and/or the Public Open Space Management and Access Scheme, the Owners shall keep the Public Open Space including the sustainable drainage (or procure that the Public Open Space is kept) open, unbuilt upon and available for public recreational use in accordance with the approved Public Open Space Delivery Plan and/or the Public Open Space Management and Access Scheme in perpetuity.

Maintenance of the Open Space

- 6 Until such time as the Public Open Space and the sustainable drainage have been transferred to the Management Company the Owners shall continue to maintain the Public Open Space and the sustainable drainage in accordance with the Public Open Space Management and Access Scheme and the public Open Space Delivery Plan.

- 7 The Owners shall not Occupy any Residential Units until either (if the Management Company is to be a company whose members may comprise proprietors of Residential Dwellings) the Management Company has been established to the reasonable satisfaction of the Council in writing or (if the Management Company is a reputable provider of management services approved by the Council in writing) entered into an agreement with the Management Company to manage the Public Open Space and sustainable drainage in accordance with the Public Open Space Management and Access Scheme

- 8 In the event that the Owners have established the Management Company in accordance with paragraph 7 above the Owners shall:
 - 8.1 transfer the Public Open Space including the sustainable drainage to the Management Company on the public Open Space Transfer Terms once all the Residential Dwellings have been sold;

 - 8.2 not wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole Development shall have been demolished or unless the Council otherwise first agreed in writing (such agreement not to be unreasonably withheld or delayed); and

 - 8.3 not to dispose of (or permit the disposal of) the freehold or long leasehold interest in any Residential Dwelling unless the party to whom the Residential Dwellings is being disposed of has applied for and been granted membership of the Management Company.

SCHEDULE 4

Management Company

1 The Owners hereby covenant with the Council:

1.1 to agree in writing 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 before Occupation of the first (1st) Residential Dwelling and

1.2 then to set up or enter into a binding agreement with the Management Company in accordance with the approved arrangements prior to the transfer of any part of the Public Open Space pursuant to Schedule 3.

SCHEDULE 5

PART 1 Education Contribution

1 The Owners covenant with ECC so as to bind its interest in the Land as set out in this schedule.

1.1 In this schedule unless the context requires otherwise the following words and expressions shall have the following meaning

Commencement	the carrying out on the Land of a material operation described in Section 56(4) of the 1990 Act PROVIDED ALWAYS for the purposes of this Deed Commencement shall exclude demolition site survey investigation preparation remediation the removal of services or the erection of fences or hoardings and Commence shall mutatis mutandis be construed accordingly;
Commencement Date	the date on which the Development Commences (by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in section 56(4) (a-d) of the 1990 Act);
Completion Notice	the notice served by the Owners on the Council and ECC pursuant to paragraph 2.4;
Development	the development permitted by the Planning Permission;
Dwelling	a house self-contained flat bungalow maisonette or other domestic property constructed as part of the Development or created by conversion of an existing building on the Land and for the avoidance of doubt the Education Contributions Schedule of this Deed this definition shall exclude any dwelling that by condition set out in the Planning Permission cannot under any circumstance be Occupied by persons under the age of nineteen (19) years of age;

Education Contribution	the sum of the Primary Education Contribution and the Secondary Education Contribution.
Education Index	the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC;
Education Index Point	a point on the most recently published edition of the relevant index at the time of use;
Education Purposes	the Primary Education Purposes and the Secondary Education Purposes;
Flat	a Dwelling that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Dwelling and no other persons;
General Index	the Consumer Prices Index (CPI) or in the event that CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC;
General Index Point	a point on the most recently published edition of the General Index at the time of use;
House	a Dwelling that does not meet the definition of a Flat;
Notice of Commencement	the written notice served pursuant to paragraph 2.1;
Occupation	occupation of a building constructed as part of the Development for the purposes permitted by the Planning Permission but excluding day time occupation by workmen involved in the construction of the Development or in so far as such uses are ancillary to the construction of the Development the use of finished buildings for sales purposes for use as

temporary offices or for the storage of plant and materials and Occupied and Occupy shall mutatis mutandis be constructed accordingly;

Payment Notice	a written notice advising of a proposed payment served pursuant to paragraph 2.4;
Primary Education Contribution	the Primary Pupil Product multiplied by the cost generator of Seventeen Thousand Two hundred and Sixty-Eight Pounds Sterling (£17,268.00) to which the Relevant Education Indexation shall be added;
Primary Education Purposes	the design (including feasibility work) and/or delivery and/or provision of facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs at any education institutions named in Uttlesford Primary Planning Group Three (3) as found in ECC's 10 Year Plan 2021-2030 including any successor institution and/or education facilities in the vicinity deemed by ECC as serving the development including any successor institution and including the reimbursement of capital funding for such provision made by ECC in anticipation of the Primary Education Contribution;
Primary Pupil Product	the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3;
Qualifying Flats	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	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;
Qualifying Housing Units	the Qualifying Houses and Qualifying Flats;

Relevant General Indexation	the amounts that the Owners shall pay with and/or agree in addition to each part of the fee or sum set out in paragraphs 5.3 of this schedule that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change in the General Index between the General Index point pertaining to January 2020 and the date payment is made to ECC;
Relevant Education Indexation	the amounts that the Owners shall pay with and/or agree in addition to each part of the Contribution paid that shall in each case equal a sum calculated by taking the amount of the Contribution being paid and multiplying this amount by the percentage change in the Education Index between the Education Index point pertaining to January 2020 and Index point pertaining to the date payment is made to ECC;
Secondary Education Contribution	the Secondary Pupil Product multiplied by the cost generator of Twenty Three Thousand Seven Hundred and Seventy-Five Pounds Sterling (£23,775.00);
Secondary Education Purposes	the design (including feasibility work) and/or delivery and/or provision of facilities for the education and/or care of children between the ages of 11 to 19 (both inclusive) including those with special educational needs at Forest Hall School and/or education facilities in the vicinity deemed by ECC as serving the development including any successor institution and including the reimbursement of capital funding for such provision made by ECC in anticipation of the Secondary Education Contribution;
Secondary Pupil Product	the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2;
Triggers	when the Education Contribution or part thereof is due to be paid to ECC;

Unit Mix

the number of Qualifying Flats and the number of Qualifying Houses and the number of Dwellings that by definition shall not be counted as Qualifying Flats or Qualifying Houses.

2 The Owners hereby covenant with ECC:

2.1 Unless otherwise agreed, to pay:

(a) fifty percent (50%) of the Education Contribution to ECC prior to Commencement of Development and not to Commence the Development until fifty percent (50%) of the Education Contribution has been received by ECC; and

(b) the remaining fifty percent (50%) of the Education Contribution to ECC prior to Occupation of 25% of the Unit Mix and not to allow and or cause Occupation of 25% of the Unit Mix until the outstanding balance of the Education Contribution has been received by ECC and thus 100% of the Education Contribution has been paid.

2.2 Unless otherwise agreed, to serve on ECC the Notice of Commencement not less than three (3) months prior to Commencement stating the expected Commencement Date, an estimate of the Triggers and the number of Residential Dwellings and the Dwelling Type Mix to be provided as part of the Development. In the event that the number of Residential Dwellings and or the Dwelling Type Mix constructed or to be constructed as part of the Development should at any time differ from the numbers notified to ECC then the Owners shall serve on ECC a further notice(s) stating the revised number of Residential Dwellings and or Dwelling Type Mix within fourteen (14) Working Days of the revised number being decided.

2.3 To serve on ECC the Payment Notice between sixty (60) and thirty (30) Working Days prior to the Triggers stating the date that such payment becomes due and any further information stipulated in the schedules to this Deed.

2.4 To serve on ECC notice of Occupation of the first Dwelling within 1 (one) month thereof and on a 6 (six) monthly basis thereafter indicating the Unit Mix of Occupied Dwellings the Unit Mix of Dwellings that are completed but not Occupied the Unit Mix of Dwellings that are under construction and the Unit Mix of Dwellings where construction work has yet to start at the time the notice is served.

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

- 4 The Completion Notice shall state the final Unit Mix.
- 5 It is hereby agreed and declared:
- 5.1 In the event that the Education Contribution is paid later than the dates 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 Commencement 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 Commencement until the date payment of the Education Contribution is received by ECC.
- 5.2 In addition to the requirement of 5.1 above in the event that the Education Contribution due to be paid by the Owners to ECC pursuant to this Deed should not be received by ECC by the date that the sum is due as stipulated in paragraph 2.1 above then the Owners hereby covenant to pay to ECC within ten Working Days of receiving a written request all reasonable costs that ECC has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) plus the Relevant General Indexation for each and every letter sent to the Owners pursuant to the debt.
- 5.3 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Owners hereby covenant to pay to ECC 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 ECC form part of the Education Contribution.
- 5.4 If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the last Payment Notice due to be served under this Deed was validly served but no later than one (1) year thereafter ECC shall return to the party that made the payment of the relevant Contribution any part of the relevant Education Contribution that remains unexpended when such notice is received (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if ECC is legally obliged to make a payment in respect of any Purpose the unexpended part of the Education

Contribution shall not be repaid until such payment is made and the unexpended part of Education Contribution to be repaid shall not include such payment.

- 5.5 In the event that no written request is received by ECC from the Owners pursuant to paragraph 5.6 above or no valid dispute is raised by the Owners pursuant to paragraph 5.9 the Owners shall accept the Education Contribution has been spent in full on the Education Purposes.
- 5.6 Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of receipt of the Education Contribution in full ECC 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.
- 5.7 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owners and received by ECC within twenty (20) Working Days of receipt by the Owners of ECC's statement referred to in paragraph 5.8 and shall clearly state the grounds on which the expenditure is disputed.
- 5.8 In the event that the Education Contribution is overpaid by the Owners then ECC shall be under no obligation to return any such overpaid sum in whole or in part if in good faith ECC have spent the Education Contribution or have entered into a legally binding contract or obligation to spend the Education Contribution otherwise ECC shall upon the Occupation of the final Unit on the Land or at such earlier time as ECC 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 ECC being informed by the Owners of such overpayment.

SCHEDULE 6

Residential Travel Information Pack

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

**Residential Travel
Information Pack**

shall mean a booklet tailored to the District of Uttlesford 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 ECC and the Council;
- (d) details of local travel campaigns and networking/support groups;
- (e) to include six one day Travel Vouchers for use with the relevant local public transport operator (if such vouchers are available);

Residential Travel Plan

a working plan to be implemented for the Development to include all measures to ensure sustainable means of travel are available to new residents of the Development in accordance with the requirements of the NPPF and as amended and supplemented from time to time under the provisions of this Deed and the Annual Travel Plan Reviews;

Travel Vouchers

shall mean tickets/passes/ vouchers or other means of accessing transport or journey planning information as agreed with ECC including the following as a minimum (six scratchcard bus tickets per household OR 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 hereby covenant with ECC:

- 1.1 to submit a draft Residential Travel Information Pack to ECC for written approval prior to first Occupation of a Residential Dwelling and not to cause or allow first Occupation of a Residential Dwelling prior to the Residential Travel Information Pack being submitted to and approved in writing by ECC, such approval not to be unreasonably withheld or delayed.
- 1.2 To provide the first prospective residential occupier of each Dwelling with an approved Residential Travel Information Pack and Travel Vouchers prior to Occupation of that Residential Dwelling and not to cause or permit Occupation of a Residential Dwelling unless and until the Owners have provided the prospective residential occupiers with an approved Residential Travel Information Pack and Travel Vouchers.

Schedule 7

Highways Contribution

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

"General Index"	means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC
"Highway Contributions"	means the Footpath Contribution and the Sustainable Transport Contribution
"Highway Contributions"	means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC
"Index Point"	means a point on the Highway Contributions Index
"Footpath Contribution"	means the sum of twenty one thousand seven hundred and thirty five pounds (£21,735.00) to which sum the Relevant Highway Contributions Indexation shall be added
"Footpath Contribution Purpose"	means the use of the Footpath Contribution for the enhancement of the public right of way 13/31 with surfacing works including but not limited to provision of semi-hard, semi-permeable surface and any associated drainage work and signage to be carried the satisfaction of the Local Planning Authority, subject to these works not already being undertaken to the satisfaction of the highway authority

"Relevant General Indexation" means the amount that the Owners, Shall pay with and in addition to each part of the Sustainable Transport Contribution paid that shall in each case 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 General Index between the General Index Point pertaining to March 2021 and the date the payment is due to be made to ECC.

"Relevant Highway Indexation" means the amount that the Owners shall pay with and in addition to each part of the Footpath Contribution paid that shall in each case equal a sum calculated by taking the amount of the Footpath Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Index between the Index Point pertaining to March 2021 and the date of the most recent Index Point published in relation to the date the payment is due to be made ECC

"Sustainable Transport Contribution" means the sum of one hundred and thirty three thousand five hundred and eighty eight pounds (£133,588) to which sum the Relevant General Indexation shall be added OR in the event that the number of Residential Dwellings approved under reserved matters pursuant to the Planning Permission is less than 50, the sum to be calculated on the basis of a 'tariff' per Residential Dwelling of £2,671.76

"Sustainable Transport Contribution Purpose" means the use of the Sustainable Transport Contribution towards the support or enhancement of a bus service that provides a half hourly daytime service, Monday to Saturday to key facilities including Stansted Mountfitchet, Bishops Stortford, Stansted Airport, or any variation of the service that directly benefits the site and is agreed by the planning authority in consultation with highway authority

1 The Owners covenants with ECC as follows:

- 1.1 to pay the Sustainable Transport Contribution to ECC prior to the first Occupation of a Residential Dwelling on the Development and shall not cause or allow the first Occupation of a Residential Dwelling on the Development until ECC has received payment of the Sustainable Transport Contribution.
 - 1.2 To pay the Footpath Contribution to ECC prior to the first Occupation of a Residential Dwelling on the Development and shall not cause or allow the first Occupation of a Residential Dwelling on the Development until ECC has received payment of the Footpath Contribution.
- 2 In the event that the Sustainable Transport Contribution is paid later than dates set out in paragraph 1.1 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 costs shown by the relevant Index between the General Index Point prevailing at the date payment is due and the date payment is received by ECC multiplied by the Sustainable Transport Contribution or part thereof due or if greater an amount pertaining to interest on the Sustainable Transport Contribution or part thereof due calculated at the SONIA Rate or such other rate as ECC deems appropriate from the date payment is due until the date payment of the amount due is received by ECC.
- 3 In the event that the Footpath Contribution is paid later than dates set out in paragraph 1.2 of this schedule then the amount of the Footpath Contribution or part thereof payable by the Owners shall in addition include either an amount equal to any percentage increase in costs shown by the relevant Index between the Index Point prevailing at the date payment is due and the date payment is received by ECC multiplied by the Footpath Contribution or part thereof due or if greater an amount pertaining to interest on the Footpath Contribution or part thereof due calculated at the SONIA Rate or such other rate as ECC deems appropriate from the date payment is due until the date payment of the amount due is received by ECC.
- 4 If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the receipt of the Sustainable Transport Contribution in FULL paid by the Owners to ECC and no later than the eleventh (11th) anniversary of the same pursuant to Schedule 7 but no later than one year thereafter ECC shall return to the Owners any part of the said contribution that remains unexpended or uncommitted when such notice is received (together with

interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if ECC is legally obliged to make a payment in respect thereof the unexpended part of the contribution shall not be repaid until such payment is made.

- 5 If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the receipt of the Footpath Contribution in FULL paid by the Owners to ECC and no later than the eleventh (11th) anniversary of the same pursuant to Schedule 3 but no later than one year thereafter ECC shall return to the Owners any part of the said contribution that remains unexpended or uncommitted when such notice is received {together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if ECC is legally obliged to make a payment in respect thereof the unexpended part of the contribution shall not be repaid until such payment is made.
- 6 ECC hereby covenants with the Owners to place the Sustainable Transport Contribution and Footpath Contribution when received into an interest bearing account and to utilise the same solely for the Sustainable Transport Purpose and Footpath Contribution Purposes respectively.

Schedule 8

Hatfield Forest SSSI Contribution

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

"Hatfield Forest SSSI Contribution" means the sum of £7,575 (no VAT) Index Linked

"Hatfield Forest SSSI Contribution Purposes" means the use of the Hatfield Forest SSSI Contribution towards visitor and botanical monitoring and mitigation works

"National Trust" means the National Trust for Places of Historic Interest or Natural Beauty, commonly known as the National Trust (or its successor body from time to time)

- 2 The Owners hereby covenant with the Council not to Implement the Development prior to depositing the Hatfield Forest SSSI Contribution with the Council.

- 3 The Council hereby covenants with the Owners to :

- 3.1 provide a written form of receipt for payment of the Hatfield Forest SSSI Contribution on receipt of the Hatfield Forest SSSI Contribution;

- 3.2 pay the Hatfield Forest SSSI Contribution to the National Trust upon receipt of a document from the National Trust:

3.2.1 confirming that they will apply the Hatfield Forest SSSI Contribution solely for the Hatfield Forest SSSI Contribution Purpose;

3.2.2 providing full details of the expenditure of the Hatfield Forest SSSI Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure;

- 3.2.3 confirming that they will return any unspent part of the Hatfield Forest SSSI Contribution together with interest accrued and calculated at the SONIA Rate to the Council or the Owners after the expiry of five years from the date of receipt by the Council of the Hatfield Forest SSSI Contribution;
- 3.3 keep an up-to-date record of all payments from the Hatfield Forest SSSI Contribution transferred by the Council to the National Trust;
- 3.4 following receipt of a written request not to be made prior to the expiration of five years from the date of receipt by the Council of the Hatfield Forest SSSI Contribution to repay to the party who paid the Hatfield Forest SSSI Contribution any unspent monies of the Hatfield Forest SSSI Contribution held by the Council or received by the Council pursuant to paragraph 3.2.3 together with interest calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid on the unexpended part within 28 Working Days of receipt of the aforementioned written request.
- 4 The Owners acknowledge that the Council shall not be responsible for how the Hatfield Forest SSSI Contribution is utilised or in the event that the National Trust does not comply with paragraph 3.2.3 above for its return under paragraph 3.4 above once it has transferred the Hatfield Forest SSSI Contribution to the National Trust but without prejudice to the rights of the Owners to seek to enforce the obligations in clause 3.2 directly against the National Trust AND in which case the Council shall provide to the Owners such assistance as it reasonably can to enforce those obligations.

Schedule 9

Healthcare Contribution

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

“Healthcare Contribution”	means the sum of £25,666.00 (twenty five thousand six hundred and sixty six pounds) Index Linked OR in the event that the number of Residential Dwellings approved under the Reserved Matters Application pursuant to the Planning Permission is less than 50, the sum to be calculated on the basis of a ‘tariff’ per Residential Dwelling of £513.33 (five hundred and thirteen pounds and thirty three pence) Index Linked
“Healthcare Contribution Purposes”	means the use of the Healthcare Contribution towards additional primary healthcare provision within a radius of 2km catchment (or closest to) the proposed Development within Elsenham and or Henham, and or Stansted to mitigate impacts arising from the development.
“NHS England”	means the national commissioning authority for health services in England (or its successor body from time to time)

- 2 The Owners hereby covenants with the Council not to Implement the Development prior to depositing the Healthcare Contribution with the Council.
- 3 The Council hereby covenants with the Owners to :
- 3.1 provide a written form of receipt for payment of the Healthcare Contribution on receipt of the Healthcare Contribution;
- 3.2 pay the Healthcare Contribution to NHS England upon receipt of a document from NHS England:

- (a) confirming that they will apply the Healthcare Contribution solely for the Healthcare Contribution Purpose;
 - (b) providing full details of the expenditure of the Healthcare Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure;
 - (c) confirming that they will return any unspent part of the Healthcare Contribution together with interest accrued to the Council or the Owners after the expiry of ten years from the date of receipt by the Council of the Healthcare Contribution.
- 3.3 keep an up-to-date record of all payments from the Healthcare Contribution transferred by the Council to NHS England;
- 3.4 following receipt of a written request not to be made prior to the expiration of ten years from the date of receipt by the Council of the Healthcare Contribution to repay to the party who paid the Healthcare Contribution any unspent monies of the Healthcare Contribution held by the Council or received by the Council pursuant to paragraph 3.2.3 together with interest calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid on the unexpended part within 28 Working Days of receipt of the aforementioned written request.
- 4 The Owners acknowledge that the Council shall not be responsible for how the Healthcare Contribution is utilised or in the event that NHS England does not comply with paragraph 3.2.3 above for its return under paragraph 3.4 above once it has transferred the Healthcare Contribution to NHS England but without prejudice to the rights of the Owners to seek to enforce the obligations in clause 3.2 directly against NHS England AND in which case the Council shall provide to the Owners such assistance as it reasonably can to enforce those obligations.

Schedule 10

Library Contribution

1. In this Schedule the following words and expressions shall have the following meaning:
 - 1.1 "Library Contribution" means the sum of seventy-seven pounds and eighty pence (£77.80) per Residential Dwelling to which sum the Relevant Library Indexation shall be added to be used for the Library Contribution Purposes
 - 1.2 "Library Contribution Purposes" means the use of the Library Contribution towards the provision of library facilities serving the Development to include, but not limited to, additional furniture, technology and stock
 - 1.3 "Library Index" means the General Index as defined in Schedule 7
 - 1.4 "Library Index Point" means a point on the most recently published edition of the Library Index at the time of use
 - 1.5 "Relevant Library Indexation" means the amount that the Owners shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to December 2021 and the date of the most recent index point published in relation to the date the payment is due to be made to ECC
2. The Owners hereby covenant with the ECC:
 - 2.1 To pay fifty percent (50%) of the Library Contribution to ECC prior to Implementation of the Development and not to Implement (or allow, cause or permit Implementation) of the Development unless and until 50% of the Library Contribution has been paid to ECC;
 - 2.2 To pay the remaining fifty percent (50%) of the Library Contribution to ECC prior to the first Occupation of a Residential Dwelling and not to Occupy any Residential Dwelling (or cause or allow any Residential Dwelling to be Occupied) until ECC has received payment of the remaining fifty (50%) percent of the Library Contribution and 100% of the Library Contribution has thereby been paid;

- 2.3 In the event that the Library Contribution is paid later than dates set out in paragraph 2.1 and 2.2 of Part 2 of this Schedule then the amount of the Library 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 Library Index between the Library Index Point prevailing at the date payment is due and the Library Index Point prevailing at the date of actual payment to ECC 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 ECC;
- 2.4 In addition to the requirement of 2.3 above in the event that any sum due to be paid by the Owners to ECC pursuant to Part 2 of this Schedule should not be received by ECC by the date that the sum is due then the Owners hereby covenant to pay to ECC within ten Working Days of receiving a written request all reasonable costs that ECC has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) plus the Relevant Library Indexation for each and every letter sent to the Owners pursuant to the debt.

Schedule 11

Community Hall Contribution

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

“Community Hall Contribution” means the sum of £100,000 (one hundred thousand pounds) Index Linked OR in the event that the number of Residential Dwellings approved under the Reserved Matters Application pursuant to the Planning Permission is less than 50, the sum to be calculated on the basis of a ‘tariff’ per Residential Dwelling of £2000 (two thousand pounds)

“Community Hall Contribution Purposes” means the use of the Community Hall Contribution towards the construction cost of a new Community Hall to serve Elsenham and Ugley Parish

Elsenham Parish Council means the Parish Council of Elsenham (or its successor body from time to time)

- 2 The Owners hereby covenant with the Council not to Implement the Development prior to depositing the Community Hall Contribution with the Council.
- 3 The Council hereby covenants with the Owners to:
- 3.1 provide a written form of receipt for payment of the Community Hall Contribution on receipt of the Community Hall Contribution.
- 3.2 pay the Community Hall Contribution to Elsenham Parish Council upon receipt of a document from Elsenham Parish Council
- 3.2.1 confirming that they will apply the Community Hall Contribution solely for the Community Hall Contribution Purposes.

- 3.2.2 providing full details of the expenditure of the Community Hall Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure.
 - 3.2.3 confirming that they will return any unspent or uncommitted part of the Community Hall Contribution together with interest accrued and calculated at the SONIA Rate to the Council or the Owners after the expiry of ten years from the date of receipt by the Council of the Community Hall Contribution
- 3.3 keep an up-to-date record of all payments from the Community Hall Contribution transferred by the Council to Elsenham Parish Council
- 3.4 following receipt of a written request not to be made prior to the expiration of ten years from the date of receipt by the Council of the Community Hall Contribution to repay to the party who paid the Community Hall Contribution any uncommitted or unspent monies of the Community Hall Contribution held by the Council or received by the Council pursuant to paragraph 3.2.3 together with interest calculated at the SONIA Rate from the date of payment until the date the uncommitted or unexpended part is actually repaid on the uncommitted or unexpended part within 28 Working Days of receipt of the aforementioned written request.
- 4. The Owners acknowledge and accept that the Council shall not be responsible for how the Community Hall Contribution is utilised or in the event that the Elsenham Parish Council does not comply with paragraph 3.2.3 above for its return under paragraph 3.4 above once it has been transferred the Community Hall Contribution to Elsenham Parish Council but without prejudice to the rights of the Owners to seek to enforce the obligations in clause 3.2 directly against Elsenham Parish Council AND in which case the Council shall at its discretion provide to the Owners such assistance as it reasonably can to enforce those obligations.

Schedule 12

First Homes

INTERPRETATION

The following words and expressions below shall mean as follows:-

“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 6.7, 6.8 or 8 of this Schedule, 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.

“Armed Services Member”

means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a

spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service

“Compliance Certificate”

means the certificate issued by the Council confirming that a Residential Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 applies the Eligibility Criteria (Local)

“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 Council from time to time
- (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited

“Discount Market Price”

means a sum which is the Market Value discounted by 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:

- (d) a letting or sub-letting in accordance with paragraph 7

(e) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner

(c) an Exempt Disposal

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

“Eligibility Criteria (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).

“Eligibility Criteria (Local)”

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

a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National); and

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

(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at

least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or

(iii) joint purchase at least one of the joint purchasers is) a Key Worker

“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 Residential Dwelling (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 7

“First Homes Owner”

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

- (a) the Developer; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

the freehold a tenant or sub-tenant of a permitted letting under paragraph 7

“First Time Buyer”

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

“Income Cap (National)”

means (£80,000) eighty thousand pounds or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home

“Key Worker”

means categories of employment as may be published by the Council from time to time as the “First Homes Key Worker criteria” and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be

the "Key Worker" criteria which shall apply to that disposal.

"Local Connection Criteria"

means such local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which are in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal.

"Market Dwelling"

means any Residential Dwelling which is not a First Home or Affordable Housing.

"Market Value"

means the open market value as assessed by a Valuer of a Residential Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation.

"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.

"Practical Completion"

means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied

"Price Cap"

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

“SDLT”	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
“Secretary of State”	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

1 OBLIGATIONS

Unless otherwise agreed in writing by the Council 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 covenant with the Council as below save that

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

2. QUANTUM OF FIRST HOMES

- 2.1 Up to 5% of the total number of Affordable Housing Units (rounded up to the nearest whole Residential Dwelling) may be identified reserved and set aside by the Owners as First Homes and if identified shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3. APPEARANCE

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

4 TYPE AND DISTRIBUTION

4.1 The type and mix of First Homes constructed on the Land shall be in accordance with the provisions of paragraph 5 of Part 2 of Schedule 2 to this Deed.

5. DEVELOPMENT STANDARD

All First Homes shall be constructed to:

5.1 the Development Standard current at the time of the Reserved Matters Application; and

5.2 no less than the standard applied to the Market Dwellings.

6 DELIVERY MECHANISM

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

6.1.1 the Eligibility Criteria (National); and

6.1.2. the Eligibility Criteria (Local).

6.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) paragraph 6.1.2 shall cease to apply.

6.3 Subject to paragraphs 6.5 to 6.9 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 and unless and until:

6.3.1 The Council has been provided with evidence that:

6.3.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local)

6.3.1.2 the Residential Dwelling is being Disposed of as a First Home at the Discount Market Price and

6.3.1.3 the transfer of the First Home includes:

- a) a definition of the "Council" which shall be Uttlesford District Council
- b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in Schedule 2, Part 2 (where relevant) and Schedule 12 of the S106 Agreement a copy of which is attached hereto as the Annexure."
- c) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council and (2) the County Council and [] and []
- d) a provision that the Residential Dwelling is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions
- e) a copy of the First Homes Provisions in an Annexure

6.3.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence reasonably required to satisfy it that the requirements of paragraph 6.3.1 have been met

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Uttlesford District Council of Council Offices, London Road, Saffron Walden 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”

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

6.5.1 the Residential Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 6.1 and 6.2 (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 Residential Dwelling as a First Home but it has not been possible to Dispose of that Residential Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1; or

6.5.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.5.1 before being able to Dispose of the Residential Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

6.6 Upon receipt of an application served in accordance with paragraph 6.5 the Council shall have the right (but shall not be required) to direct that the relevant Residential Dwelling is disposed of to it at the Discount Market Price

6.7 If the Council is satisfied that either of the grounds in paragraph 6.5 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 6.5 that the relevant Residential Dwelling may be Disposed of:

6.7.1 to the Council at the Discount Market Price; or

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

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Residential Dwelling apart from paragraph 6.9 which shall cease to apply on receipt of payment by the

Council where the relevant Residential Dwelling is disposed of other than as a First Home

- 6.8 If the Council does not wish to acquire the relevant Residential Dwelling itself and is not satisfied that either of the grounds in paragraph 6.5 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.5 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Residential Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Residential Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 6.5 following which the Council must within 28 days issue confirmation in writing that the Residential Dwelling may be Disposed of other than as a First Home
- 6.9 Where a Residential Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 6.7 or 6.8 above the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 6.10 Upon receipt of the Additional First Homes Contribution the Council shall:
- 6.10.1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.4 where such restriction has previously been registered against the relevant title
- 6.10.2 apply all monies received towards the provision of Affordable Housing
- 6.11 Any person who purchases a First Home free of the restrictions in Schedule 12 to this Deed pursuant to the provisions in paragraphs 6.8 and 6.9 shall not be liable to pay the Additional First Homes Contribution to the Council.

7. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed

PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below.

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

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

8. MORTGAGEE EXCLUSION

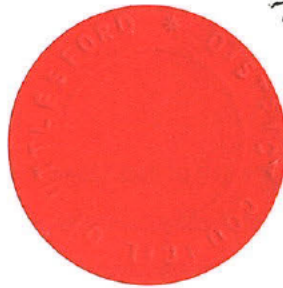
The obligations in paragraphs 1-7 of this Deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security 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:

- 8.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 8.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3
- 8.3 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 the Council the Additional First Homes Contribution.
- 8.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 8.4.1 forthwith issue a completed application to the purchaser of that Residential Dwelling to enable the removal of the restriction on the title set out in paragraph 6.4; and
 - 8.4.2 apply all such monies received towards the provision of Affordable Housing

IN WITNESS WHEREOF the parties hereto have executed this Deed as a deed the day and year before written

THE COMMON SEAL OF
UTTLESFORD DISTRICT COUNCIL

was hereunto affixed in the presence of:



Authorising Signatory

THE COMMON SEAL OF
ESSEX COUNTY COUNCIL

was hereunto affixed in the



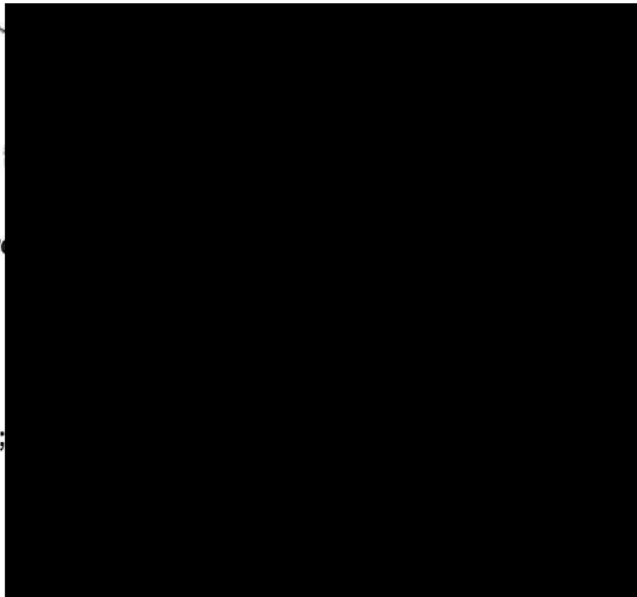
esting Officer

SIGNED AS A DEED BY



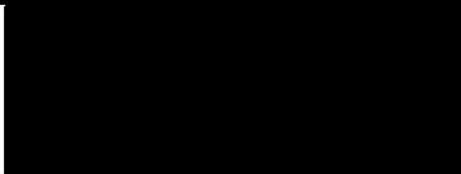
In the presence of:

Witness Name:



Witness Signature

Witness Address;



SIGNED AS A DEED BY

[Redacted]

under a Power of Attorney dated 23 March 2023

[Redacted]

In the presence of:

Witness Name:

[Redacted]

Witness Signature:

Witness Address:

[Redacted]

Appendix 1

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	

Appendix 2

Extract from Allocations Policy

BAND A

Applicants meet at least one of the following criteria

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

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

BAND B

Applicants meet at least one of the following criteria

- i. Serious Medical/Welfare award (If after 6 months applicants have not expressed interest in all suitable advertised properties this award will be reviewed and applicants may be placed in a lower band)
- ii. Social housing tenants living in overcrowded permanent social housing within Uttlesford
- iii. Accepted homeless cases who meet the Allocation's Policy eligibility criteria
- iv. Applicants owed a relief duty under the Homelessness Reduction Act 2017 who are assessed by the council as likely to be in priority need and unintentionally homeless
- v. Nominations from supported housing schemes where the Council has agreed move-on arrangements and the applicant is ready to move on. These applicants will be able to use the CBL scheme for a period of 4 weeks from the date they are placed into this band to express interest in any suitable flatted accommodation. If they have not been successful after the end of this period they will be made one offer of suitable flatted accommodation which may be either in the private or social sectors which if they refuse will result in them being down banded to a band that reflects their housing need.
- vi. A prohibition order or demolition order has been served, or is about to be served in relation to the applicant's dwelling. This indicates that the property contains one or more category 1 hazards that probably cannot be remedied.
- vii. An improvement notice has been, or is about to be, served in relation to the applicant's dwelling and :-

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

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

BAND D

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

BAND E

Applicant meets at least one of the following criteria

- i. Caravan or mobile home but no housing need
- ii. Tied accommodation but no housing need