

DATED 4<sup>th</sup> October

2024

CHASE (SW) LIMITED  
and  
UNITED CAPITAL FINANCE LIMITED  
in favour of

UTTLESFORD DISTRICT COUNCIL  
and  
ESSEX COUNTY COUNCIL

Planning Obligation by way of Unilateral Undertaking Under Section 106 of  
The Town and Country Planning Act 1990 (as amended) relating to the  
Former Friends School Fields, Mount Pleasant Road, Saffron Walden

Collyer Bristow LLP  
St Martin's Court  
10 Paternoster Row  
London  
EC4M 7EJ  
RAM/74648.111

I certify that  
this is a true  
copy of the  
[redacted] which have been

Collyer Bristow LLP  
4 October 2024



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

- 1 **CHASE (SW) LIMITED** (company registration No. 11261606) whose registered office is at Jasmine House, 8 Parkway, Welwyn Garden City AL8 6HG (hereinafter referred to as the **Owner**) of the first part; and
- 2 **UNITED CAPITAL FINANCE LIMITED** (company registration No. 10017040) whose registered office is at Jasmine House, 8 Parkway, Welwyn Garden City AL8 6HG (formerly known as Assetbridge Finance Limited) (hereinafter referred to as the **Chargee**) of the second part; in favour of:
- 3 **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as **UDC**); and
- 4 **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford CM1 1QH (hereinafter referred to as **ECC**).

### **Recitals**

- a) For the purposes of the 1990 Act, UDC and ECC are the local planning authorities for the area within which the Land is located and the authorities who are entitled to enforce the obligations contained in this deed.
- b) ECC is the local authority for early years and childcare statutory age education and the local highway authority for the area in which the Land is located and 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.
- c) The Owner is registered at HM Land Registry as proprietor of the Land with freehold title under the Title Number EX763963.

- d) The Chargee is the registered proprietor of the charge dated 30 November 2018 referred to in entry number three of the charges register of Title number EX763963 and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking.
- e) The Owner has made the Planning Application to the Secretary of State pursuant to section 62A of the 1990 Act and is proposing to carry out the Development.
- f) In order to satisfy the tests in Regulation 122 (2) of the Community Infrastructure Levy Regulations 2010 all of the parties are satisfied that the planning obligations contained in this deed are necessary to make the Development acceptable in planning terms are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.
- g) The Owner is willing to give an undertaking to perform the obligations set out in this deed in order to facilitate the grant of planning permission by ensuring that UDC and ECC can regulate the Development by securing the benefits contained in this undertaking.
- h) The Owner consents to the covenants in this deed and agrees that its interest in the Land shall be bound by them.

## 1. INTERPRETATION

### 1.1 Definitions:

<b>"the 1972 Act"</b>	means the Local Government Act 1972
<b>"1964 Act"</b>	means the Public Libraries & Museums Act 1964
<b>"the 1980 Act"</b>	means the Highway Act 1980
<b>"the 1990 Act"</b>	means the Town & Country Planning Act 1990
<b>"the 1999 Act"</b>	means the Contracts (Rights of Third Parties) Act 1999
<b>"the 2011 Act"</b>	means the Localism Act 2011
<b>"Affordable Housing"</b>	means 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

<b>"Affordable Land"</b>	<b>Housing</b>	means the land on which the Affordable Housing Units will be constructed in accordance with the Permission
<b>"Affordable Scheme"</b>	<b>Housing</b>	means the provision of Affordable Housing Units for the Development totalling 40%. The type and mix of Affordable Housing Units are to be agreed between UDC and the Owner
<b>"Affordable Units"</b>	<b>Housing</b>	means the 37 (thirty-seven) Dwellings to be constructed as Affordable Housing on the Affordable Housing Land as required by this Deed
<b>"Affordable Units"</b>	<b>Rented</b>	means 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
<b>"Allocations Policy"</b>		means the Council's Allocations Policy dated June 2021 (an extract of which is appended at Annex A) or any subsequent Allocations Policy replacing the policy of June 2021
<b>"Approved Body"</b>		means any registered provider registered with the Homes England or successor organisation, any body organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by the Homes England or any other body organisation or company approved by UDC and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
<b>"Biodiversity Net Gain Scheme"</b>	<b>Net Gain</b>	means a plan which shows how the Development will achieve 10% biodiversity net gain whether on the Land or off-site to be submitted in accordance with Schedule 2, Part 2
<b>"Bus Service Contribution"</b>		means the sum of £280,000 (Two Hundred and Eighty Thousand Pounds) to which sum the Relevant Sustainable Travel Indexation shall be added

<b>"Bus Service Contribution Purpose"</b>	means the use of the Bus Service Contribution towards the enhancement of bus services in Saffron Walden directly benefiting the site and linking it to key attractors within the town and the surrounding areas with increased frequency or quality and/or highway infrastructure works that increase the efficiency of bus services servicing the site through capacity enhancements on the local highway network
<b>"CIL Regulations"</b>	means the Community Infrastructure Levy Regulations 2010 as amended
<b>"Completion Notice"</b>	means the notice served by the Owner on ECC pursuant to Paragraph 1.4 of Part 1, Schedule 3
<b>"Collective Highway Contributions"</b>	means the sum of the Bus Service Contribution and the Walking & Cycling Contribution
<b>"the Development"</b>	means the works authorised by the Permission
<b>"Dwelling(s)"</b>	means the Housing Units
<b>"ECC Monitoring Fee"</b>	means a fee of £700 per obligation due to ECC under this Deed and for the avoidance of doubt this is a total of £3,500 (Three Thousand Five 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
<b>"Education Contribution"</b>	means sum of £133,127.00 (One Hundred and Thirty-three Thousand, One Hundred and Twenty-seven Pounds) to which sum the Education Indexation shall be added
<b>"Education Index"</b>	means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC
<b>"Education Index Point"</b>	means a point on the most recently published edition of the Education Index at the time of use
<b>"Education Purposes"</b>	means the use of the Early Years and Child Care Contribution towards the design (including feasibility

work) and or delivery and or provision of facilities for the education and/or care of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within Saffron Walden Shire Ward and or within a 3 mile radius of the Development and including the reimbursement of capital funding for such provision made by ECC in anticipation of the Early Years and Childcare Contribution

**“Eligible Person”**

means 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)

- 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 Allocations Policy Bands A B C D and E sequentially as shown in the extract from the Allocations Policy appended at Annex A

**“Employment and Skills Plan”**

means a plan setting out a framework for the delivery of the employment and skills opportunities arising from the Development with aims including:

- Ensuring that the impact from procurement activities benefit the local economy
- Supporting unemployed and workless people in the local area into training, employment and apprenticeship opportunities in construction and the built environment
- Supporting local residents into training, employment and apprenticeship opportunities

<b>"Flat"</b>	means a Housing Unit that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Housing Unit and no other persons
<b>"General Index"</b>	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 and agreed in writing with the Owner
<b>"General Index Point"</b>	means a point on the most recently published edition of the General Index at the time of use
<b>"Healthcare Contribution"</b>	shall mean the sum of £1,672 (One thousand, Six Hundred and Seventy-two Pounds) Index-Linked for each Housing Unit to be constructed in accordance with the Permission to mitigate the capital cost to the NHS for the provision of additional healthcare services arising directly as a result of the Development Index Linked from the date the Permission to the date of payment
<b>"Homes England"</b>	means the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organization
<b>"Housing Units"</b>	means a house, self-contained flat, bungalow, maisonette or other domestic property to be constructed in accordance with the Permission or created by conversion of an existing building on the Land being the Affordable Housing Units and the Open Market Housing Units



<b>"House"</b>	means a Housing Unit that does not meet the definition of a Flat
<b>"Implementation"</b>	<p>mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Permission PROVIDED ALWAYS for the purposes of this Agreement Implementation shall exclude:</p> <ol style="list-style-type: none"> <li>a. Land survey</li> <li>b. ecological survey</li> <li>c. archaeological survey</li> <li>d. remediation</li> <li>e. erection of fences or hoardings in association with securing the Land</li> <li>f. investigations of ground conditions</li> <li>g. remedial works in respect of construction or other adverse ground conditions</li> <li>h. Land access formation works</li> </ol> <p>and Implement and Implemented shall mutatis mutandis be construed accordingly</p>
<b>"Implementation Date"</b>	means the date specified by the Owner to UDC in a written notice served upon UDC as the date upon which the development authorized by the Permission is to be commenced or if no such notice is served the date of Implementation
<b>"Index"</b>	mean the Index of Retail Prices compiled and published by His Majesty's Government from time to time
<b>"Index-Linked"</b>	means that the sum shall be changed by an amount equal to the change in the Index
<b>"Land"</b>	means land at Former Friends School Fields, Mount Pleasant Road, Saffron Walden shown edged red on the Plan
<b>"Leaseholder"</b>	means the person or persons to whom an Affordable Housing Unit sold as a Shared

Ownership Unit shall be allocated in accordance with this deed

<b>“Library Contribution”</b>	means the sum of £7,709.80 (Seven thousand, seven hundred and nine pounds and eighty pence) to which the Relevant Library Indexation shall be added
<b>“Library Contribution Purposes”</b>	means the use of the Library Contribution towards the improvement, enhancement and extension of current library facilities and services
<b>“Library Index”</b>	means the General Index
<b>“Library Index Point”</b>	means a point on the most recently published edition of the Library Index at the time of use
<b>“Management Company”</b>	means a private limited company established to provide the ongoing management and maintenance of the Sports Pitches, Clubhouse and Woodland and the Public Open Space within the Development
<b>“Monitoring Fee”</b>	<p>mean the sum of £7,746.00 (Seven Thousand Seven Hundred Forty Six Pounds) to reflect UDC planning officer time in monitoring compliance with this deed by the Owner which will include but not be limited to:</p> <ul style="list-style-type: none"><li>• recording of payments</li><li>• proof of expenditure</li><li>• meetings</li><li>• all correspondence - site visits</li><li>• data entry</li></ul>
<b>“Mortgagee”</b>	means 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 (however appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee
<b>“Nominated Person”</b>	means a person or persons nominated by UDC from their housing register to be offered an Affordable

Housing Unit by the Approved Body in order of priority under the Band Criteria in Schedule 5

**"NPPF"**

the National Planning Policy Framework published by the Ministry of Housing Communities and Local Government and dated December 2023 or any replacement statement guidance note or circular which may amend supplement or supersede it

**"Occupation"**

means occupation of a building constructed as part of the Development of the Land for the purposes permitted by the Permission and shall not include day time occupation by personnel 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"** **"Occupied"** and **"Occupier"** shall be construed accordingly

**"Open Market Housing Units"**

means the Housing Units to be constructed in accordance with the Permission which are not Affordable Housing Units

**"Payment Notice"**

means a written notice advising of a proposed payment served pursuant to paragraph 1.3, part 1, Schedule 3

**"the Permission"**

means the planning permission granted pursuant to the Planning Application

**"Plan"**

means the plan showing the Land at Schedule 1

**"the Planning Application"**

means the application made by the Owner to the Planning Inspectorate (acting on behalf of the Secretary of State) under reference number S62A/2024/0057 for the erection of 91no. dwellings with associated infrastructure and landscaping, provision of playing field and associated clubhouse

**"Public Open Space"**

means the land within the Development to be provided in accordance with the Permission landscaped and made available for the public in accordance with Schedule 2, Part 5 of this deed which is shown shaded orange on the Plan.

**"Public Open Space Contribution"**

means the sum of £30,000 (Thirty Thousand Pounds) Index Linked from the date of the Permission to the date of payment

**"Reasonable Endeavours"**

mean that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to the other terms of this Agreement such party will attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect: in the case of the Owner of a competent landowner in the context of the Development on the Land; and in the case of ECC and UDC, of a competent local planning authority acting reasonably in the context of its statutory functions PROVIDED THAT it shall not include all reasonable or best endeavours

**"Relevant Indexation"**

**Education**

means the amount that the Owner shall pay with and in addition to the Education Contribution paid that shall equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change shown by the Education Index between the Education Index Point at November 2022 and the Education Index Point pertaining to the date the payment is made to ECC

**"Relevant Indexation"**

**General**

means the amounts that the Owner shall pay with and/or agree in addition to each part of the fee or sum set out under paragraph 5.2 of Schedule 3 that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change shown in the General Index between the General Index Point pertaining to November 2022 and the date payment is made to ECC

**"Relevant Indexation"**

**Library**

means the amount that the Owner shall pay with and in addition to the Library Contribution that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to April 2020 and the date payment is made to ECC

<b>"Relevant Travel Indexation"</b>	<b>Sustainable</b>	means the amount that Owner shall pay with and in addition to each of the Bus Service Contribution and the Walking & Cycling Contribution paid that shall in each case equal a sum calculated by taking the amount of the relevant contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Index Point pertaining to November 2022 and the date payment is made to ECC
<b>"SDLT"</b>		means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
<b>"Secretary of State"</b>		means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
<b>"Shared Units"</b>	<b>Ownership</b>	means 30% of the Affordable Housing Units which will be offered on Shared Ownership Terms by the Owner to persons in need of Affordable Housing in accordance with Part 1, Schedule 2
<b>"Shared Terms"</b>	<b>Ownership</b>	means the Shared Ownership Unit is let: <ul style="list-style-type: none"> <li>a) In accordance with 'shared ownership arrangements' within the meaning of section 70(4) of the Housing and Regeneration Act 2008; and</li> <li>b) On a lease in the form of the Homes England standard lease on terms where: <ul style="list-style-type: none"> <li>I. the percentage of the value of the Shared Ownership Unit paid as a premium on the day on which a lease is granted under the shared ownership arrangement does not exceed 75 per cent of the market value (where the market value at any time is the price which the Shared Ownership Unit might reasonably be expected to fetch if sold at that time on the open market);</li> <li>II. on the day on which a lease is granted under the shared ownership arrangements, the annual rent payable is not more than three per cent of the value of the unsold interest; and</li> <li>III. in any given year the annual rent payable does not increase by more than the percentage increase in the CPI for the year to September immediately preceding the anniversary of the</li> </ul> </li> </ul>

day on which the lease was granted plus one per cent.

<b>"Sports Clubhouse and Woodland"</b>	<b>Pitches, and</b>	means the land within the Development to be provided in accordance with the Permission and shown on shaded yellow on the Plan and made available in accordance with Schedule 2, part 4 of this Deed
<b>"Sports Clubhouse and Woodland Maintenance Contribution"</b>	<b>Pitches, and</b>	means £234,000 (Two Hundred and Thirty-four Thousand Pounds) Index Linked from the date of the Permission to the date of payment
<b>"Sterling Overnight Index Average (SONIA) Rate"</b>		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
<b>"Sustainable Index"</b>	<b>Travel</b>	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
<b>"Sustainable Index Point"</b>	<b>Travel</b>	means a point shown on the Sustainable Travel Index indicating a relative cost at a point in time
<b>"Unit Mix"</b>		means 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
<b>"Walking &amp; Cycling Contribution"</b>	<b>Cycling</b>	means a contribution of £100,000 (One Hundred Thousand Pounds) to which the Relevant Sustainable Travel Indexation shall be added to be used towards the towards the enhancement of local cycling and pedestrian facilities as identified in, but not limited to, those in the Uttlesford Cycling Action Plan (CAP) and the Saffron Walden Neighbourhood Plan which relate to the site and facilitate walking and cycling to key locations including routes from the site to and within the town centre

**"Wheelchair Accessible Units"** means the Housing Units designed to meet the requirements of Part M, Category 3 (Wheelchair user dwellings) M4(3)(2)(B) of Schedule 1 (paragraph 1) of the Building Regulations 2010 (as amended) and which, so far as is appropriate, are constructed in accordance with the relevant guidance contained within approved document part M (March 2015) or subsequent equivalent or similar replacement guidance.

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

## 1.2 In this deed:

- (a) references to any statute or statutory provision include references to:
  - (i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this deed as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
  - (ii) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- (b) references to the Land include any part of it;
- (e) references to any party in this deed include the successors in title of that party. In addition, references to UDC and ECC include any successor local planning authority exercising planning powers under the 1990 Act;
- (f) "including" means "including, without limitation";
- (g) words importing the singular meaning include the plural meaning and vice versa;
- (h) words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner;
- (i) any covenant by the Owner not to do any act or thing includes a covenant not to knowingly permit or allow the doing of that act or thing.

## 2. Enabling Powers and Obligations

- 2.1 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 to the intent that it shall bind the Owner and

its successors in title and assigns and the persons claiming under or through it subject to Clause 8.4 of this deed.

2.2 Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC and ECC as local planning authorities against the Owner.

2.3 No person shall be liable for a breach of a covenant, obligation or restriction relating to any part of the Land in which it has no interest at the date of the breach but without prejudice to liability for any breach occurring at a time when the party held an interest in the relevant part of the Land.

### 3. Obligations undertaken by the Owner

3.1 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 Owner and its successors in title the Owner covenants with UDC and ECC to:

3.1.1 observe and comply with the obligations contained in this Deed and to the Schedules of this Deed;

3.1.2 pay to ECC its reasonable legal fees associated with the drafting negotiating and completion of this Deed before completion; and

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

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

### 4. Conditionality

4.1 Subject to Clause 4.2, this deed will take effect on delivery.

4.2 Other than the obligations in Clauses 3.1.2 and 3.1.3, the planning obligations are conditional on, and will not take effect until, the grant of the Permission.



## 5. Notice of Implementation

- 5.1 The Owner will give UDC not less than 20 Working Days' notice of its intention to Implement the Permission specifying the intended Implementation Date.
- 5.2 Forthwith upon Implementation the Owner will give UDC notice of Implementation.

## 6. Consent of Chargee

The Chargee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of the Chargee over the Land shall take effect subject to this Agreement PROVIDED THAT the Chargee and any future chargee of the Land shall have no liability under this Agreement unless it itself caused the breach of the Agreement whilst mortgagee in possession, in which case it too will be bound by the obligations as if it were a person deriving title in the Land from the Owner. The Chargee nor any future mortgagee of the Land shall in any circumstances be liable for any pre-existing breach. The Chargee nor any future mortgagee of the Land shall have no liability after they have discharged the security or disposed of the Land which is subject to their security, whether by sale or otherwise.

## 7. Provisos and Interpretation

- 7.1 No provision of this deed shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of its statutory functions or otherwise.
- 7.2 If any provision of this deed shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this deed and the enforceability of the remainder of this deed shall not be affected.
- 7.3 No waiver (whether express or implied) by UDC or 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 UDC 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 The headings in this deed do not affect its interpretation.

7.5 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this deed.

## 8. Agreements and Declarations

8.1 The obligations contained in Schedules 2, 3 and 4 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedules 2, 3 and 4) and in the event that the Permission is not implemented and expires the obligations contained in Schedules 2, 3 and 4 shall absolutely cease and determine without further obligation upon the Owner or their successors in title.

8.2 The obligations contained in Schedules 2, 3 and 4 shall absolutely cease and determine without further obligation upon the Owner or its successors in title if the Permission is revoked, quashed, is modified without the consent of the Owner expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission.

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).

8.4 The obligations under this deed shall not be enforceable against

8.4.1.1 persons who purchase or take leases of the Housing Units other than in respect of restrictions on the use of the Affordable Housing Units (or their successors in title chargees mortgagees or receivers); nor

8.4.1.2 any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function; nor

8.4.1.3 an Approved Body save as to paragraphs 7.1-7.8, 7.10 and 7.11 of Schedule 2.

8.5 This deed constitutes a Local Land Charge and shall be registered as such by UDC provided that UDC will upon the happening of any of the eventualities referred to in clauses 8.1 and 8.2 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 If the Secretary of State or the Planning Inspector, in its Decision Letter, concludes that any of the planning obligations set out in the deed are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the CIL Regulations, and accordingly attached no weight to that obligation in determining the Planning Application then the relevant obligation shall, from the date of the decision letter, cease to have effect and the Owner shall be under no obligation to comply with them.

9. Exclusion of the 1999 Act

- 9.1 For the purposes of the 1999 Act nothing in this deed shall confer on any third party any right to enforce or any benefit of any term of this deed.

10. Notices

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

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

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

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

10.2.3 to the Owner shall be addressed to the Directors, Jasmine House, 8 Parkway, Welwyn Garden City.

11. Monitoring Fee

- 11.1 Upon Implementation the Owner will pay the Monitoring Fee to UDC.

- 11.2 Prior to Implementation the Owner will pay ECC Monitoring Fee to ECC

- 11.3 The Owners agree not to be reimbursed in the event that the Monitoring Fee and or ECC Monitoring Fee is not expended by UDC and or ECC.

## 12. Determination of Disputes

- 12.1 Subject to clause 12.7, if any dispute arises relating to or arising out of the terms of this deed, one party may give to another written notice requiring the dispute to be determined under this clause 12. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute
- 12.2 For the purposes of this clause 12 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Land
- 12.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 12.4.
- 12.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).
- 12.5 The Specialist is to act as an independent expert and:
- 12.5.1 each party may make written representations within fifteen Working Days of his appointment and will copy the written representations to the other party;

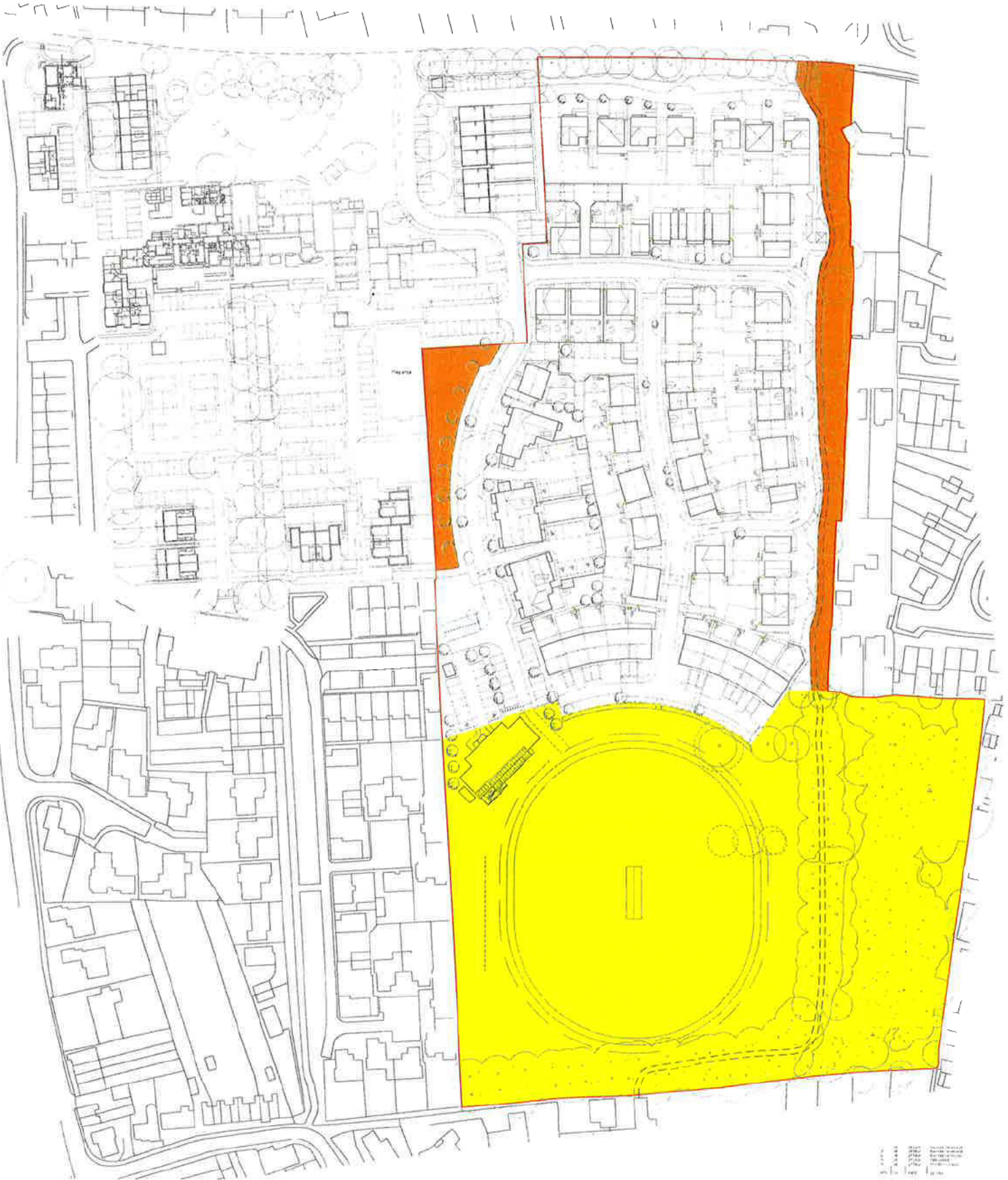
- 12.5.2 each party is to have a further fifteen Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- 12.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 12.5.4 the Specialist is not to take oral representations from the parties without giving all parties the opportunity to be present and to give evidence and to cross examine each other;
- 12.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 12.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 12.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 12 including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 12.7 This clause 12 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

### 13. Jurisdiction

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

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

**Schedule 1**  
**Plan – the Land**



Site plan legend: yellow square for 'Reference to the site plan', orange square for 'Site boundary'.

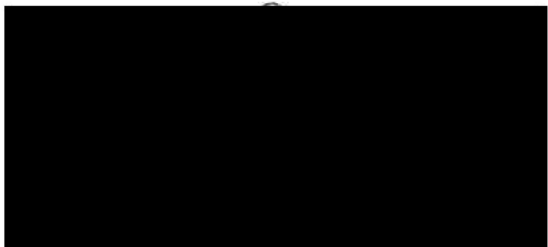


Table with 3 columns: Symbol, Description, and Notes. Includes symbols for building footprints, roads, and landscaping.

Project information block including the logo for 'Francis' (with 'Francis' in a blue circle), project name 'Former Francis School Fields', and 'Salmon Valley'. It also includes a table for 'Prepared by' and 'Date'.

**Schedule 2**  
**(Obligations entered into with UDC)**

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

1. The Affordable Housing Units shall comprise 40% of the total of all Housing Units constructed in accordance with the Permission PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
2. 5% of the Affordable Housing Units shall be Wheelchair Accessible Units PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
3. The tenure mix of Affordable Housing Units will be 70% Affordable Rented Units and 30% Shared Ownership Units unless otherwise agreed in writing with UDC.
4. Prior to the Occupation of the first (1st) Open Market Housing Unit the Owner shall complete a binding agreement with an Approved Body (proof of which is to be supplied to UDC if requested) for the completion of the Affordable Housing Units and the transfer of the Affordable Housing Units and the Affordable Housing Land as a freehold estate to the Approved Body.
5. Not to carry out any development authorised by the Permission:
  - (a) until a plan showing the tenure of the Housing Units in accordance with the Affordable Housing Scheme has been submitted to and approved in writing by UDC; or
  - (b) other than in accordance with the plan approved for the purposes of paragraph 5(a).
6. Prior to the Occupation of 75% of the Open Market Housing Units to be constructed in accordance with the Permission the Affordable Housing Units shall be substantially



completed and ready for Occupation and transferred to an Approved Body as a freehold estate (if not already transferred in accordance with paragraph 5. above).

7. After the substantial completion of any of the Affordable Housing Units no Affordable Housing Unit shall be Occupied in respect of first Occupation unless there is compliance with the following paragraphs 7.1 to 7.6:
  - 7.1 Upon completion of the Affordable Housing Units and thereafter to procure that the Approved Body will allocate each Affordable Housing Unit to a Nominated Person provided by UDC in accordance with the following provisions;
    - 7.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit the Approved Body will give notice thereof to UDC as regards the Affordable Rented Unit and the Shared Ownership Unit;
    - 7.1.2 Within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC of receiving the notice from the Approved Body under the provisions of paragraph 7.1.1 of Part 1 of this Schedule as regards an Affordable Rented Unit UDC will give details of the Nominated Person for each Affordable Rented Unit to the Approved Body;
    - 7.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 7.1.2 of Part 1 of this Schedule from UDC to procure that the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC offer to grant the tenancy of the Affordable Rented Unit to the Nominated Person.
  - 7.2 If UDC fails to give details of a Nominated Person under the provisions of paragraph 7.1.2 of Part 1 of this Schedule 2 to procure that the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit.
  - 7.3 Where UDC fails to give details of a Nominated Person under the provisions of paragraph 7.1.2 of Part 1 of this Schedule 2 and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 7.2 above to procure that the Approved Body may grant a tenancy of an Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to

any person who it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy.

- 7.4 In respect of any of the Affordable Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units UDC shall in accordance with paragraph 7.1 above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% of such vacant Affordable Rented Units.
- 7.5 To procure that the terms of the tenancy agreements for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of Homes England.
- 7.6 To procure that the Approved Body will not:
- 7.6.1 transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire or the grant of a lease on Shared Ownership Terms) 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;
- 7.6.2 sell let or dispose of (except by way of legal charge, mortgage or other financial security) any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with paragraphs 7.1 to 7.6 of Part 1 of this Schedule
- 7.7 To procure that the Approved Body will give UDC one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable Housing Unit to an occupier of a Shared Ownership Unit or an occupier of an Affordable Rented Unit who has exercised the right to acquire or the grant of a lease on Shared Ownership Terms.

- 7.8 The provisions of this Deed shall not be binding on a mortgagee or charge (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 or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 7.8.1 Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units; and
- 7.8.2 Shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete the disposal of the Affordable Housing Units to another Approved Body or to UDC 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
- 7.8.3 If such disposal has not completed within the 3 (three) month period, the mortgagee or chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Deed which provisions shall determine absolutely.
- 7.9 A Leaseholder of a Shared Ownership Unit who has staircased to 100% Ownership and a tenant of an Affordable Rented Unit who exercises the right to acquire and their respective successors in title and any mortgagee shall not be bound by the terms of this deed.
- 7.10 If the Affordable Housing Units are vested or transferred to another Approved Body pursuant to a proposal made by Homes England pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Agreement shall continue (notwithstanding paragraph 7.7 above) in respect of such other provider.
- 7.11 Without prejudice to the provisions of Part 1 of this Schedule, this deed does not prevent the delivery of additional Housing Units pursuant to the Planning Permission as Affordable Housing unsecured by this deed but in accordance with the National Planning Policy Framework (as it may be amended or updated from time to time). FOR THE AVOIDANCE OF DOUBT, any additional Housing Units provided as Affordable Housing will not be bound by this Part 1 of Schedule 2.

**Part 2**  
**Biodiversity Net Gain**

1. The Owner covenants with UDC that a Biodiversity Net Gain Scheme which includes the following will be submitted on or before the date 3 months following the date of approval by UDC of the detailed landscaping scheme for the Development:
  - a. A report evidencing a net gain in biodiversity will be achieved compared to the biodiversity baseline on the Land as existing when measured against the biodiversity baseline to be calculated in accordance with the principles as set out in the Ecological Impact Assessment June 2024, Appendix 4 (ACD Environmental ref: CNH24380).
  - b. The scheme to be submitted will include details of how biodiversity net gain will be delivered in accordance with the hierarchical approach set out below:
    - i. the required biodiversity net gain focussing first on maximising the delivery of biodiversity within the Land,
    - ii. delivering off-site biodiversity enhancement at a site as agreed with UDC that is within UDC's administrative area and land within the Owner's control, or
    - iii. delivering of off-site biodiversity through the purchase of biodiversity unit credits registered on the Biodiversity Gain Site Register.
  
2. Where works are proposed under 1,b. (i) and / or 1, b.(ii) above the Biodiversity Net Gain Scheme will include the following details:
  - a. evidence of the existing habitats including their ecological condition together with full details of any proposed biodiversity enhancements with reference to DEFRA biodiversity metric 4.0
  - b. a management plan (including responsible bodies) to cover a period of at least 30 years from the date of the completion of the biodiversity enhancements
  - c. details of a monitoring and reporting plan which shall include details of the biodiversity enhancement works and confirmation that the monitoring report shall be submitted on the first anniversary of the completion of the biodiversity enhancement works and thereafter each year on years one, two, three, four, five ten, fifteen, twenty, twenty-five and thirty
  - d. evidence of compliance with any actions reasonably required by UDC in its written response to the Owner pursuant to the submission of a Biodiversity Net Gain monitoring report.

3. Where the biodiversity credits are to be purchased from an off-site habitat bank the Owner shall include within the Biodiversity Net Gain Scheme evidence that a contract for their purchase has been entered into.

**Part 3  
Healthcare Contribution**

1. Prior to Occupation of 50% of the Open Market Housing the Owner shall pay the Healthcare Contribution to UDC.

**Part 4  
Sports Pitches, Clubhouse and Woodland and Sports Pitches, Clubhouse and  
Woodland Maintenance Contribution**

1. Two months after the first application is granted relating to the Development, the Owner shall either elect to transfer the Sports Pitches, Clubhouse and Woodland to a Management Company or notify Saffron Walden town council ('SWTC') and seek its confirmation that it is willing to accept the transfer of the Sports Pitches, Clubhouse and Woodland PROVIDED THAT such notice must also be sent immediately to UDC.
2. The Sports Pitches, Clubhouse and Woodland shall be completed and ready for use prior to the Occupation of more than 80% of the Open Market Housing Units and a letter of satisfactory completion obtained from UDC, unless otherwise agreed in writing between the Parties.
3. If SWTC has confirmed that it is willing to accept the transfer of the Sports Pitches, Clubhouse and Woodland within three (3) months of the date of the notice under paragraph 1 the Owner shall transfer the Sports Pitches, Clubhouse and Woodland to SWTC at nil cost subject to such reserved rights of laying down and passage of services and access as needed (the Owner to meet the reasonable legal costs of SWTC incurred in the negotiation preparation and completion of the transfer and paying the Sports Pitches, Clubhouse and Woodland Maintenance Contribution to SWTC on the date of the transfer)
4. If SWTC are not willing to accept the transfer of the Sports Pitches, Clubhouse and Woodland (or has not confirmed the position within 3 months of the date of the notice under paragraph 3) the Owner shall set up a Management Company to maintain the Sports Pitches, Clubhouse and Woodland the arrangements

(including the payment of the Sports Pitches, Clubhouse and Woodland Maintenance Contribution to the Management Company on the date of the transfer of the Sports Pitches, Clubhouse and Woodland to the Management Company) to be agreed in writing by UDC before the Occupation of the first (1st) Housing Unit constructed in accordance with the Permission.

## **Part 5**

### **Public Open Space and Public Open Space Maintenance Contribution**

1. Two months after the first application is granted relating to the Development, the Owner shall either elect to transfer the Public Open Space to a Management Company or notify Saffron Walden town council ('SWTC') and seek its confirmation that it is willing to accept the transfer of the Public Open Space PROVIDED THAT such notice must also be sent immediately to UDC.
2. The Public Open Space shall be completed and ready for use prior to the Occupation of more than 80% of the Open Market Housing Units and a letter of satisfactory completion obtained from UDC, unless otherwise agreed in writing between the Parties.
3. If SWTC has confirmed that it is willing to accept the transfer of the Public Open Space within three (3) months of the date of the notice under paragraph 1 the Owner shall transfer the Public Open Space to SWTC at nil cost subject to such reserved rights of laying down and passage of services and access as needed (the Owner to meet the reasonable legal costs of SWTC incurred in the negotiation preparation and completion of the transfer and paying the Public Open Space Maintenance Contribution to SWTC on the date of the transfer)
4. If SWTC are not willing to accept the transfer of the Public Open Space (or has not confirmed the position within 3 months of the date of the notice under paragraph 3) the Owner shall set up a Management Company to maintain the Public Open Space the arrangements (including the payment of the Public Open Space Maintenance Contribution to the Management Company on the date of the transfer of the Public Open Space to the Management Company) to be agreed in writing by UDC before the Occupation of the first (1st) Housing Unit constructed in accordance with the Permission .

## **Part 6 Local Labour**

1. The Owner hereby covenants with UDC so as to bind its interest in the Land:
  - 1.1 Prior to Implementation of the Development to submit to UDC for approval the Employment and Skills Plan and not to Implement the Development or permit Implementation of the Development until a plan has been approved by UDC.
  - 1.2 The Employment and Skills Plan shall include arrangements setting out how the owner and to the extent they are not the same person any developer or occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:
    - 1.2.1 Jobcentre Plus and the Learning & Skills Council; and
    - 1.2.2 Voluntary and private sectors providers; and
    - 1.2.3 Sixth form colleges; colleges of further education; and universities
  - 1.3 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the owner/developer, their contractors and future occupiers, for any new jobs and business opportunities created by the Development.
  - 1.4 Following approval of the Employment and Skills Plan by UDC the owner will implement and where necessary procure implementation and promote the objectives of the approved plan and ensure that so far as is reasonably practicable the objectives are met.
  - 1.5 As part of the Employment and Skills Plan the owner/developer may be required to provide financial contributions to UDC to cover specific costs incurred by the council in the implementation of the Employment and Skills Plan. The Plan shall set out the matters on which such expenditure may be incurred together with the timings for such expenditure and the trigger for these payments.

### **Schedule 3**

#### **Owner's Covenants to ECC**

##### **Part 1 Education Contribution**

1.

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

- 1.1 to pay the Education Contribution to ECC prior to the first Occupation of the Open Market Housing and not to Occupy more than 50% of the Open Market Housing (or cause or allow the Open Market Housing to be Occupied) until ECC has received payment of the Education Contributions;
  - 1.2 to serve on ECC the notice of Implementation not less than three (3) months prior to Implementation stating the expected Implementation Date, an estimate of the triggers and any further information stipulated in the Schedules to this Deed;
  - 1.3 to serve on ECC the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to ECC under this Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed;
  - 1.4 to serve on ECC the Completion Notice within 30 Working Days of all Dwellings being Occupied for the first time, stating the date that the last Dwelling was Occupied for the first time and any further information stipulated in the Schedules to this Deed and for the avoidance of doubt any dispute regarding any notice to be served under this Deed may be resolved through the two mechanisms set out in Clause 12 of this Deed; and
  - 1.5 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.
2. The Notice of Implementation shall in addition to that information stipulated in paragraph 1.2 of this Part 1 of Schedule 3 state the Unit Mix and in the event that the



Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to ECC then the Owner shall serve on ECC a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owner fails to serve any notice set out in this Paragraph 2 of this Part 1 of Schedule 3 ECC may estimate and determine the Unit Mix as it sees fit acting reasonably.

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 declared:
  - 5.1 In the event that the Education Contribution is paid later than dates set out in paragraph 1.1 of this Part 1 of Schedule 3, then the amount of the Education Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date of Implementation and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date payment is due until the date payment of the Education Contribution is received by ECC
  - 5.2 In addition to the requirement of 5.1 above in the event that any sum due to be paid by the Owner to ECC pursuant to this Deed should not be received by ECC by the date that the sum is due then the Owner hereby 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) or such other reasonable sum specified by ECC plus the Relevant General Indexation for each and every letter sent to the Owner 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 Owner 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.

## **Part 2 Library Contribution**

1. The Owner hereby covenants with ECC so as to bind its interest in the Land:

1.1 To pay the Library Contribution to ECC prior to first Occupation of the Open Market Housing on the Development and not to Occupy (or allow, cause or permit the Occupation of) the Open Market Housing on the Development unless and until the Library Contribution has been paid to ECC in full.

1.2 In the event that the Library Contribution is paid later than the dates set out in paragraph 1.1 of this Part 2 of this Schedule 3 then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to 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.

1.3 In addition to the requirement of paragraph 1.2 above in the event that any sum due to be paid by the Owner to ECC pursuant to this Schedule should not be received by ECC by the date that the sum is due then the Owner hereby covenants 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) or such other reasonable sum specified by ECC plus the Relevant Library Indexation for each and every letter sent to the Owner pursuant to the debt.

## Schedule 4

### HIGHWAY OBLIGATIONS TO ECC

#### Collective Highway Contributions

1. The Owner hereby covenants with ECC so as to bind its interest in the Land to make the following payments:

1.1 In relation to the Bus Service Contribution to pay 100% of the Bus Service Contribution prior to first Occupation of the Open Market Housing on the Development and not to cause allow or permit first Occupation of the Open Market Housing on the Development unless and until 100% of the Bus Service Contribution has been paid to ECC.

1.2 In relation to the Walking & Cycling Contribution to pay 100% of the Walking & Cycling Contribution to ECC prior to first Occupation of the Open Market Housing on the Development and not to cause allow or permit first Occupation of the Open Market Housing on the Development unless and until 100% of the Walking & Cycling Contribution has been paid to ECC

1.3 In the event that the Collective Highway Contributions are paid later than dates set out in paragraphs 1.1 and 1.2 above of this Schedule 4 then the amount of each of the Collective Highway Contributions or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Sustainable Travel Index between the Sustainable Travel Index Point prevailing at the date the payment is due and the Sustainable Travel Index Point prevailing at the date of actual payment to ECC multiplied by each of the Collective Highway Contributions due or if greater an amount pertaining to interest on each of the Collective Highway Contributions (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Bus Service Contribution is received by ECC;

1.4 In addition to the requirement of paragraph 1.3 above in the event that any sum due to be paid by the Owner to ECC pursuant to this Schedule should not be received by ECC by the date that the sum is due then the Owner hereby covenants 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) for each and every letter sent to the Owner pursuant to the debt.

2.1 ECC may utilise up to two percent (2%) of the total amount of the Bus Service Contribution due under this Agreement to a maximum of Five Thousand, Six Hundred Pounds (£5,600) plus the Relevant Bus Service Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Bus Service Contribution Purpose.

2.2 ECC may utilise up to two percent (2%) of the total amount of the Walking & Cycling Contribution due under this Agreement to a maximum of Two Thousand Pounds (£2,000) plus the Relevant Sustainable Transport Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Walking & Cycling Contribution Purpose.

**Schedule 5**  
**Band Criteria**

**BAND A**

Applicants meet at least one of the following criteria

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

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

**BAND B**

Applicants meet at least one of the following criteria

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

## **BAND C**

Applicants meet at least one of the following criteria

- i. Moderate medical/welfare award

- ii. Notice of Seeking Possession
- iii. Assessed as being at risk of homelessness within 56 days
- iv. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are assessed by the council as likely to not be in priority need
- v. Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are likely to be intentionally homeless
- vi. Applicants who following a homelessness application have been deemed by the council to be in priority need but intentionally homeless
- vii. No fixed abode
- viii. Overcrowded in private rented accommodation or social housing outside Uttlesford
- ix. Fixed term licensees
- x. Shared facilities – not generally applicable for single applicants under 35yrs
- xi. Lacking facilities
- xii. A hazard awareness notice has been served in relation to a category 1 or 2 hazard at the applicant's dwelling

and

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

or

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

or

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

## **BAND D**

- i. Applicants assessed as meeting Right to Move criteria who have been placed in one Band higher than their housing need.

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

## **BAND E**

Applicant meets at least one of the following criteria

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



## **ANNEX A – UDC’S Allocation Policy**



# **UTTLESFORD DISTRICT COUNCIL**

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

## **Uttlesford District Council Housing**

# **Allocations Scheme**

### **1. Introduction**

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

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

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

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

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

### **2.3 Direct Lets**

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

2.3.2 Direct Lets may apply in the following circumstances:

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

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

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

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

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

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

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

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

##### **5.1 Eligibility**

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

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

## **5.2 Local Connection Eligibility**

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

- vii. Applicants who are owed a prevention and/ or relief duty under The Homelessness Reduction Act 2017 and where a Senior Officer has agreed exceptional circumstances resulting in the need for access to social housing locally
- viii. Care leavers up to the age of 25 who were originally from Uttlesford but were accommodated outside of the district
- ix. Care Leavers who were placed in Uttlesford for at least 2 years including sometime before they reach the age of 16. They will retain a connection to Uttlesford until they reach the age of 21
- x. Other special reasons, to be agreed by two Senior Officers at their discretion, for example where an applicant has no safe connection to another area due to domestic abuse

5.2.2 The following categories of person will be exempt from local connection criteria:-

- i. Existing social housing tenants residing in the Uttlesford District
- ii. Applicants who are serving members of the regular forces or who have served in the regular forces, if the application is made within five years of their date of discharge.
- iii. Applicants who have recently ceased or will cease to be entitled to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner where:-
  - the spouse or civil partner has served in the regular forces; and
  - their death was attributable (wholly or partly) to that service
  - Is serving or has served in the reserve forces and who is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to that service and the application is made within five years of discharge.

### **5.3 Financial Eligibility**

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



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

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

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

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

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

## **5.6 Unacceptable Behaviour**

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

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

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

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

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

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

## **5.7 Notifying an ineligible applicant**

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

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

### **6.1 Advice and Information**

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

### **6.2 Joint Applicants**

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

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

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

6.3.2 Non-dependent adults will not be considered as part of the household. Unless they have had continuous recorded residence with the applicant, except whilst in further education.

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

#### **6.4 Documents**

6.4.1 As part of the application process, applicants will be asked to provide the following documentation:

- i. Photographic proof of their identity or a full birth certificate for all those included on their application
- ii. Proof of immigration status for all those included on the application
- iii. Proof of current address
- iv. Proof of meeting the local connection residency criteria
- v. Proof of dependency responsibilities anyone living with them
- vi. Proof of income, including bank statements for all accounts held
- vii. Proof of savings for all accounts held
- viii. Details relating to previous accommodation where appropriate

6.4.2 We may require additional information according to an applicant's circumstances and may sometimes need to contact third parties to verify the information that the applicant has given us. By completing the application form applicants, as detailed on the form, are giving consent for us to do this.

6.4.3 If all the required supporting documents are not received within 28 days the application will be cancelled.

6.4.4 If assistance is needed in making an application to the Housing Register help will be available from the Housing Services Department.

## 6.5 User guide

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

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

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

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

## 6.6 Renewal of applications

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

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

## 6.7 Cancelling an application

6.7.1 We will only cancel an application if:

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

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

## **7. Access to Information**

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

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

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

8.1 Assessing Housing Need

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

### **The Band Criteria**

#### **8.1.6.1 BAND A**

Applicants meet at least one of the following criteria

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

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

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

#### 8.1.6.3 **BAND B**

Applicants meet at least one of the following criteria

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



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

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

#### 8.1.6.4 **BAND C**

Applicants meet at least one of the following criteria

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

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

and

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

or

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

or

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

#### 8.1.6.5 **BAND D**

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

#### 8.1.6.6 **BAND E**

Applicant meets at least one of the following criteria

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

## 8.2 **Allocation of Properties**

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

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

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

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

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

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

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

## **9. Housing Priority**

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

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

### **9.2 Overcrowding**

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

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

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

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

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

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

- 9.2.7 Overcrowding priority will not be given if someone moved into the applicants' household making them overcrowded. This will be looked at on welfare grounds.
- 9.2.8 Where an applicant is pregnant and the birth of the child will mean that they are entitled to a larger property, the applicant will not receive overcrowding priority until the baby is born.

### **9.3 Children sharing bedrooms**

- 9.3.1 Two children of the same sex are expected to share a bedroom until one of them reaches the age of 16.
- 9.3.2 Two children of the opposite sex are expected to share a bedroom until the oldest is 10 years old.

### **9.4 Applicants without children**

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

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

- 9.5.1 Any complaint about poor repair within Council or RP properties must be reported to the applicant's landlord's Repairs service.
- 9.5.2 Applicants living in private sector accommodation in poor condition must be referred to the Council's Environmental Health Department who will assess the situation and then make their recommendations according to the Allocations Scheme.
- 9.5.3 If an applicant lacks facilities such as cooking facilities, washing facilities, toilet facilities or adequate heating they will be placed in Band C.

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

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

- ii. kitchen
- iii. bathroom or toilet.

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

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

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

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

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

## **9.8 Homelessness**

9.8.1 Accepted homeless households are applicants to whom:

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

- ii. the council accepts a duty to provide suitable accommodation.

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

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

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

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

9.9.1 These are applicants to whom:

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

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

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

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

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

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

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

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

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

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

### **9.13 Lodger under notice**

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

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

9.13.3 Proof that notice has been served is required.

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

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



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

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

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

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

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

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

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

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

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

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

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

9.17.1 This applies to applicants who have no fixed address.

9.17.2 They will be placed in Band C.

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

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

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

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

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

## 9.19 Medical assessments

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

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

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

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

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

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

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

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

## 9.20 Welfare/Hardship/Harassment assessments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.23.1 This category applies to Uttlesford secure tenants only.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9.26 Owner-occupiers**

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

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

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

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

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

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

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

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

## **9.28 Deciding the effective date**

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

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

## **9.29 Armed Forces Priority**

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

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

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

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

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

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

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

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

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

## **10. Types of Tenancies**

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

## **11. Tenancy Start Dates**

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

## **12. Redecoration Scheme**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## **16. Reviews**

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

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

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

## **17. Equal Opportunities**

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

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

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

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

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

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

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

18.2 This could result in:

- i. Criminal prosecution

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

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

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

19.1 The Council will:-

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

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

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

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

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

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

## **Data Protection Act**

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

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

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

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

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

## Appendix I

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

### Size of Accommodation Allocated – working age applicants

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

#### **\*Parents with 'staying access' to dependent children or shared residence**

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

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

## Appendix II

### Local Lettings Plans

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

### Rural Housing – Exception site

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

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

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

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

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

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

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

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

### **Sustainable Communities**

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

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

## Appendix III

### Right to Move Guidance

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

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

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

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

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

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

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

#### Short-term

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

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



## Marginal

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

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

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

## Ancillary

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

## Voluntary Work

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

## Apprenticeship

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

## **Verification and evidence**

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

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

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

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

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

**SIGNED AS A DEED BY CHASE (SW) LIMITED**

Director  
in the presence of

Witness

Witness name:

Witness address:

Witness occupation:



**SIGNED AS A DEED**

Director  
in the presence of:

Witness

Witness name:

Witness address:

Witness occupation:

