

DATED

2024

CHASE (SW) LIMITED
and
UNITED CAPITAL FINANCE LIMITED
[andin 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

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AGREEMENT made the day of 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 "the Council"UDC); and
- 4 **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford CM1 1QH (hereinafter referred to as "the County Council"ECC).

Recitals

- a) For the purposes of the 1990 Act, the Council and the County Council are the local planning authorities for the area within which the SiteLand is located and the authorities who are entitled to enforce the obligations contained in this AgreementUDC and ECC are the Local Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated.
- b) The County Council is also the local education authority for early years and childcare and statutory age education and the local highway authority for the area in which the SiteLand is located.
- c) ECC is the local authority for pre-statutory age education and childcare 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.~~

b) c) The County Council is also the local library authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in in the area in which the SiteLand is located

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d) The Owner is registered at HM Land Registry as proprietor of the Land with freehold title under the Title Number EX763963.

e)

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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 parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and or the County Council against the Owner [and or the Developer] and its successors in title.

~~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 Agreement and agrees that its interest in the SiteLand shall be bound by them

1. INTERPRETATION

1.1 Definitions:

"the 1972 Act"		means the Local Government Act 1972
"1964 Act"		means the Public Libraries & Museums Act 1964
"the 1980 Act"		means the Highway Act 1980
"the 1990 Act"		means the Town & Country Planning Act 1990
"the 1999 Act"		means the Contracts (Rights of Third Parties) Act 1999
"the 2011 Act"		means the Localism Act 2011
"Affordable Housing"		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
"Affordable Land"	Housing	means the land on which the Affordable Housing Units will be constructed in accordance with the Permission
"Affordable Units"	Housing	means the 37 (thirty-seven) Dwellings to be constructed as Affordable Housing on the Affordable Housing Land as required by this Deed
"Affordable Units"	Rented	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
"Affordable Scheme"	Housing	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
"Allocations Policy"		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

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"Approved Body" 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

"Biodiversity Net Gain Scheme" 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

"Bus Service Contribution" means the sum of two hundred and forty-one thousand three hundred and thirty two pounds (£241,332) ~~£280,000 (Two Hundred and Eighty Thousand Pounds)~~ to which sum the Relevant Bus Service Indexation shall be added

Commented [ES1]: This should be the sum of £236,600 (confirmed and agreed with Chris Seaman) (91 dwellings x £2600)

"Bus Service Contribution Purpose" means the use of the Bus Service Contribution towards the enhancement of bus services in Saffron Walden directly benefiting the ~~sLand~~ 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~~Land through capacity enhancements on the local highway network

Commented [MN2R1]: Plus the 2% figure provided for in Schedule 4 clause 1.5

"CIL Regulations" means the Community Infrastructure Levy Regulations 2010 as amended

"Completion Notice" means the notice served by the Owner on ~~ECC~~the County Council pursuant to Paragraph 1.5 of Part 1, Schedule 3

"Collective Highway Contributions" means the sum of the Bus Service Contribution and the Walking & Cycling Contribution

"the Development" means the works authorised by the Permission

"Dwelling(s)" means the Housing Units

"the County Council ECC Monitoring Fee" means a fee of Seven Hundred Pound (£700) per obligation due to the County CouncilECC under this Deed and for the avoidance of doubt this is a total of £3,500 (Three Thousand Five Hundred Pounds) (no

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VAT) towards the County CouncilEGG'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

"Early Years and Childcare Product" means the sum of Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09;

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"Education Contribution" means the Early Years and Childcare Pupil Product multiplied by the cost generator of nineteen thousand nine hundred and eighty nine pounds sterling (£19,989) to which sum the Relevant Education Indexation shall be added~~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~~

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

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

"Education Purposes" means the use of the Early Years and Child Care~~Education~~ Contribution towards the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 0 to ~~5~~19 (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 the County CouncilEGG in anticipation of the Early Years and Childcare~~Education~~ 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.

“Flat”

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

“General Index”

~~means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by ECC and agreed in writing with the Owner~~

Commented [CF3]: This is superfluous UDC use RPI and ECC use their own indexation

"General Index Point" means a point on the most recently published edition of the General Index at the time of use

"Healthcare Contribution" 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

Commented [CF4]: This is based on current housing mix so if this changes this will need to change. It is an average of the number of people per unit so if the mix changes so will the number of people

"Homes England" means the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organization

"Housing Units" 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

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

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

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

and Implement and Implemented shall mutatis mutandis be construed accordingly

"Implementation Date" 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

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

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

"Land" means land at Former Friends School Fields, Mount Pleasant Road, Saffron Walden shown edged red on the Plan

"Leaseholder" 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

"Library Contribution" means the sum of seventy-seven pounds and eighty pence (£77.80) per Dwelling to which sum the Relevant Library Indexation shall be added;~~means the sum of £7,700.80 (Seven thousand, seven hundred and nine pounds and eighty pence) to which the Relevant Library Indexation shall be added~~

"Library Contribution Purposes" means the use of the Library Contribution towards the improvement, enhancement and extension of current library facilities and services to include, but not limited to, additional furniture, technology and stock;

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

"Library Index Point" means a point on the most recently published edition of the Library Index at the time of use

"Management Company" 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

"Council Monitoring Fee" 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:

- recording of payments
- proof of expenditure
- meetings
- all correspondence - site visits
- data entry

County Council Monitoring Fee

- shall mean a fee of £700 (Seven Hundred Pounds) per obligation due to the County Council under this Agreement and for the avoidance of doubt this is a total of [£] ([] Pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement

"Mortgagee" 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 charge

"Nominated Person" 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

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“NPPF”	the National Planning Policy Framework published by the Ministry of Housing Communities and Local Government and dated July 2024 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 1.4, part 1, Schedule 3
"the Permission"	means the planning permission granted pursuant to the Planning Application
"Plan"	shall mean 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 shown shaded orange on the Plan.
“Public Open Space Contribution”	means the sum of £530,000 (FiftyThirty Thousand Pounds) Index Linked from the date of the Permission to the date of payment

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

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

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“Qualifying Housing Units” means the Qualifying Houses and Qualifying Flats;

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“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 Bus Service Indexation”

means the amount that Owner shall pay with and in addition to each part of the Bus Service Contribution paid that shall in each case equal a sum calculated by taking the amount of each of the Bus Service 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~~ 2020 and the date payment is made to the County Council~~ECC~~.

“Relevant Education Indexation”

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 ~~April~~ January 2024~~2018~~ and the Education Index Point pertaining to the date the payment is made to the County Council~~ECC~~

~~"Relevant General Indexation"~~ 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 April 2018 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 the County CouncilECC

~~"Relevant Sustainable Travel Indexation"~~ means the amount that Owner shall pay with and in addition to each part of the Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Travel Plan Monitoring Fee 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.

Relevant Sustainable Travel Indexation means the amount that the Owner shall pay with and in addition to each part of the Residential Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Residential Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Sustainable Travel Index Point pertaining to April 2020 and the date payment is made to the County Council;

"SDLT" means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

"Secretary of State" means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function

"Shared Ownership Units" 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

"Shared Terms"

Ownership

means the Shared Ownership Unit is let:

a) In accordance with 'shared ownership arrangements' within the meaning of section 70(4) of the Housing and Regeneration Act 2008; and

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

- 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);
- II. on the day on which a lease is granted under the shared ownership arrangements, the annual rent payable is not more than three per cent of the value of the unsold interest; and
- III. in any given year the annual rent payable does not increase by more than the percentage increase in the CPI for the year to September immediately preceding the anniversary of the day on which the lease was granted plus one per cent.

"Sports Clubhouse Woodland"

Pitches, and

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

"Sports Clubhouse Woodland Maintenance Contribution"

Pitches, and

means ~~£234,000~~ (Two Hundred and ~~Thirteen~~ ~~hundred~~ ~~and~~ ~~four~~ Thousand Pounds) Index Linked from the date of the Permission to the date of payment

~~"STPT"~~

~~means ECC's Sustainable Travel Planning Team whose role includes but is not limited to providing recommendations and advice concerning all matters associated with the Travel Plan plus monitoring, as well as production (if required) and supply of the Travel Information Pack(s)~~

Commented [MN5]: Term isn't used

"Sterling Overnight Index Average (SONIA) Rate" means an assessment of the rate of interest the County Council^{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 the County Council^{ECC} considers appropriate and SONIA Rate shall be construed accordingly

"Sustainable Index" **Travel** means the Consumer Price Index ("CPI") or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council^{ECC}

"Sustainable Index Point" **Travel** means a point on the most recently published edition of Sustainable Travel Index at the time of use

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"Unit Mix" 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

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"Walking & contribution" **Cycling** means a contribution of ~~£100,000~~ (One Hundred and Four Thousand Pounds (£104,000)) to which the Relevant Sustainable Transport 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-Land and facilitate walking and cycling to key locations including routes from the site-Land to and within the town centre

Commented [MN6]: Including the 2% each allowed for in Schedule 4 clause 1.6

"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

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.
- 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~~the Council and the County Council~~ECC~~.
- 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 the County Council~~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 the County Council~~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.

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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 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 from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default.

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

7.5 The headings in this deed do not affect its interpretation.

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

7.7 Unless the context otherwise so requires:

7.7.1 references to UDC the Owner include its permitted successors and assignees;

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

7.7.3 references to any gender include both genders.

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 paragraphs 8.1 and 8.2 of this Part 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 [the County Council](#)~~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 [the County Council](#)~~ECC~~ Monitoring Fee to [the County Council](#)~~ECC~~

11.3 The Owners agree not to be reimbursed in the event that the Monitoring Fee and or [the County Council](#)~~ECC~~ Monitoring Fee is not expended by UDC and or [the County Council](#)~~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 Agreement, ~~ECC or the Owner~~[the Parties](#) may give to the other 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 either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 12.4.

12.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. 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 both 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 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**

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)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

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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; and

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:

Commented [CF7]: More specifics required

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 Site/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.

Commented [CF8]: This should be specific to the site

Commented [CF9]: This does not mention that the proposal is seeking 10.45 units off site

Commented [CF10]: ECC Ecology response is:
ECC Ecology responses is:

It is noted that the applicant is proposing to purchase off-site biodiversity credits from a registered provider in order to demonstrate a net gain in Habitat Units.

Land used for off-site BNG delivery should be secured for the length of the net gain agreement, either via a Section 106 agreement, or a conservation covenant.

In addition, a Habitat Management and Monitoring Plan should be secured for all significant on-site enhancements, as well as off-site enhancements. This should be in line with the approved Biodiversity Gain Plan, with the maintenance and monitoring secured via legal obligation or a condition of any consent for a consent for a period of up to 30 years. The monitoring of the post-development habitat creation / enhancement will need be provided to the LPA at years 2, 5, 10, 15, 20, 25, 30 any remedial action or adaptive management will then be agreed with the LPA to ensure the aims and objectives of the Biodiversity Gain Plan are achieved

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.

Commented [TC11]: ECC Ecology responses is:

It is noted that the applicant is proposing to purchase off-site biodiversity credits from a registered provider in order to demonstrate a net gain in Habitat Units.

Land used for off-site BNG delivery should be secured for the length of the net gain agreement, either via a Section 106 agreement, or a conservation covenant.

In addition, a Habitat Management and Monitoring Plan should be secured for all significant on-site enhancements, as well as off-site enhancements. This should be in line with the approved Biodiversity Gain Plan, with the maintenance and monitoring secured via legal obligation or a condition of any consent for a period of up to 30 years. The monitoring of the post-development habitat creation / enhancement will need be provided to the LPA at years 2, 5, 10, 15, 20, 25, 30 any remedial action or adaptive management will then be agreed with the LPA to ensure the aims and objectives of the Biodiversity Gain Plan are achieved

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 ~~the 10th~~^{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 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 or elect to transfer the Sports Pitches, Clubhouse and Woodland to a Management Company.
2. The Sports Pitches, Clubhouse and Woodland shall be completed and ready for use prior to the Occupation of more than ~~25%~~^{99%} 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
 - a. maintain the Sports Pitches, Clubhouse and Woodland for two (2) years; and
 - b. if the Sports Pitches, Clubhouse and Woodland has been maintained to the reasonable satisfaction of UDC for such period, within one month of two years' maintenance the Owner shall transfer the Sports Pitches, Clubhouse and Woodland to SWTC at nil cost subject to such reserved

Commented [CF12]: I think the sports pitch and clubhouse should be separate from the woodland. The woodland should be part of the POS - noting Rory comment on this

Commented [CF13]: No details over when the £213k payment will be made and that this should be paid to both SWTC and the management company - whoever takes over the ownership

Commented [CF14]: This is a full planning app

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 immediately prior to 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 to be agreed in writing by UDC before the Occupation of the first (1st) Housing Unit constructed in accordance with the Permission FOR THE AVOIDANCE OF DOUBT if the Owner sets up a Management Company to maintain the Sports Pitches, Clubhouse and Woodland the provisions of paragraph 3 above relating to maintenance for two years and the payment of the Sports Pitches, Clubhouse and Woodland Maintenance Contribution do not apply.

Where paragraph 4 applies, the Owner shall require the Management Company to maintain yearly logs of maintenance of the surface water drainage system which should be carried out in accordance with any maintenance plan for the surface water drainage system approved by UDC under the conditions imposed on the Planning Permission. These shall be available for inspection upon request by UDC (PROVIDED THAT such request may not be made more than twice in any twelve month period).

Commented [RM15]: Is this relevant

Part 5

Public Open Space and Public Open Space Maintenance Contribution

Commented [CF16]: 50k Contribution missing

Commented [CF17]: Woodland should be included

1. Two months after the first application is granted relating to the Development, the Owner shall either 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 or elect to transfer the Public Open Space to a Management Company.
2. The Public Open Space shall be completed and ready for use prior to the Occupation of more than ~~75~~90% 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

- a. maintain the Public Open Space for two (2) years; and
 - b. if the Public Open Space has been maintained to the reasonable satisfaction of UDC for such period, within one month of two years' maintenance 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 immediately prior to 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 to be agreed in writing by UDC before the Occupation of the first (1st) Housing Unit constructed in accordance with the Permission FOR THE AVOIDANCE OF DOUBT if the Owner sets up a Management Company to maintain the Public Open Space the provisions of paragraph 3 above relating to maintenance for two years and the payment of the Public Open Space Maintenance Contribution do not apply.

Where paragraph 4 applies, the Owner shall require the Management Company to maintain yearly logs of maintenance of the surface water drainage system which should be carried out in accordance with any maintenance plan for the surface water drainage system approved by UDC under the conditions imposed on the Planning Permission. These shall be available for inspection upon request by UDC (PROVIDED THAT such request may not be made more than twice in any twelve month period).

Commented [RM18]: Is this relevant?

Part 6 – Local Labour

1. The Owner hereby covenants with the Council:

1.1 Prior to Implementation of the Development to submit to the Council 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 the Council.

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

Commented [MN19]: This is usually a district provision with county guidance

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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 the Council 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.

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1.5 As part of the Employment and Skills Plan the owner/developer may be required to provide financial contributions to the Council 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 the County Council~~ECC~~

Part 1 Education Contribution

Commented [CF20]: ECC relevant indexations

1.

The Owner hereby covenants with the County Council~~ECC~~:

1.2 to pay the Education Contribution to the County Council~~ECC~~ prior to the first Occupation of ~~50%~~ of the ~~Open Market Housing~~Dwellings and not to Occupy ~~more than 50% of the Open Market Housing~~ (or cause or allow ~~more than 50% of the Open Market Housing~~Dwellings to be Occupied) until the County Council~~ECC~~ has received payment of the Education Contributions;

1.3 to serve on the County Council~~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;

1.4 to serve on the County Council~~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 the County Council~~ECC~~ under this Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed;

1.5 to serve on the County Council~~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

1.6 to serve on the County Council~~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 1.3 of this 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 [the County CouncilECC](#) then the Owner shall serve on [the County CouncilECC](#) 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 3 of this Schedule [the County CouncilECC](#) 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 and 1.2 of this 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 [the County CouncilECC](#)
 - 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 [the County CouncilECC](#) pursuant to this Deed should not be received by [the County CouncilECC](#) by the date that the sum is due then the Owner hereby covenant to pay to [the County CouncilECC](#) within ten Working Days of receiving a written request all reasonable costs that [the County CouncilECC](#) 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 [the County CouncilECC 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 [the County CouncilECC](#) as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the

Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by [the County Council](#) form part of the Education Contribution.

Part 2 Library Contribution

1. The Owner hereby covenants with [the County Council](#):
 - 1.1 To pay the Library Contribution to [the County Council](#) prior to first Occupation ~~of 50%~~ of the ~~Open Market Housing~~ [Dwellings](#) on the Development and not to Occupy (or allow, cause or permit the Occupation of) ~~more than 50% of the Open Market Housing~~ [Dwellings](#) on the Development unless and until the Library Contribution has been paid to [the County Council](#) 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 [the County Council](#) multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by [the County Council](#);
 - 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 [the County Council](#) pursuant to this Schedule should not be received by [the County Council](#) by the date that the sum is due then the Owner hereby covenants to pay to [the County Council](#) within ten Working Days of receiving a written request all reasonable costs that [the County Council](#) has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) or such other reasonable sum specified by [the County Council](#) plus the Relevant Library Indexation for each and every letter sent to the Owner pursuant to the debt;

Part 3 – Local Labour

Commented [MN21]: This is usually a district provision with county guidance

~~1. The Owner hereby covenants with ECC:~~

~~1.1 Prior to Implementation of the Development to submit to ECC 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 ECC.~~

~~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 ECC 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 ECC 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 4

HIGHWAY OBLIGATIONS TO [the County Council](#)~~EGG~~

Collective Highway Contributions

1. The Owner hereby covenants with [the County Council](#)~~EGG~~ 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 [the County Council](#)~~EGG~~.

1.2 In relation to the Walking & Cycling Contribution to pay 100% of the Walking & Cycling Contribution to [the County Council](#)~~EGG~~ 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 [the County Council](#)~~EGG~~

1.3 In the event that the Collective Highway Contributions are paid later than dates set out in paragraph 1 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 Index Point prevailing at the date the payment is due and the Index Point prevailing at the date of actual payment to [the County Council](#)~~EGG~~ 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 [the County Council](#)~~EGG~~;

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 [the County Council](#)~~EGG~~ pursuant to this Schedule should not be received by [the County Council](#)~~EGG~~ by the date that the sum is due then the Owner hereby covenants

to pay to the County Council~~ECC~~ within ten Working Days of receiving a written request all reasonable costs that the County Council~~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.

III.4 1.5 the County Council~~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.

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III.2 1.6 the County Council~~ECC~~ may utilise up to two percent (2%) of the total amount of each of the Walking & Cycling Contribution due under this Agreement to a maximum of Two Thousand Six Hundred and Forty Five Pounds (£2,~~000~~645) 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.

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Schedule 5

RESIDENTIAL TRAVEL PLAN AND MONITORING FEE

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

Annual Traffic Counts means the collection of travel data from all entry and exit points to the Development including pedestrian and cycle routes leading to a service or amenity where a lower traffic generation rate has been agreed based on the fact that there will be travel planning measures in place to reduce the modal share travelling by car;

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

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

Residential Travel Plan means a working plan to include all measures to ensure sustainable means of travel are available to residents of the Development in accordance with the requirements of the National Planning Policy Framework and shall include but not be limited to such Residential Travel Plan Measures as stated in the 'Travel Plan Template' and amended and supplemented from time to time under the provisions of this Deed and the Annual Traffic Counts reviews;

Residential Travel Plan Co-Ordinator means a member of staff appointed by the Owner with appropriate skills and budgetary provision and resources to fulfil the role of the Residential Travel Plan Co-ordinator as described in the job description(s) stated in the Residential 'Travel Plan Template';

Residential Travel Plan Monitoring Fee means a non-refundable annual payment of one thousand seven hundred and fifty nine pounds and twenty nine pence sterling (£1,759.29) plus the Relevant Sustainable Travel Indexation payable towards the monitoring by the County of the implementation of the Residential Travel Plan to ensure that (a) monitoring is conducted in line with Residential Travel Plan monitoring protocols and (b) the Residential Travel Plan remains an "active" document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel;

Residential Travel Plan Template means the template appended to this Deed at **Annex B**;

Travel Plan Targets means those objectives or aims set within the Residential Travel Plan to reduce single occupancy car journeys to and from the Land and at the same time increasing other sustainable modes of transport;

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

2. The Owner hereby covenants with the County Council so as to bind their interest in the Land:

2.1 to pay the first annual Residential Travel Plan Monitoring Fee to the County Council prior to first Occupation of any Dwellings on the Development and not to allow cause or permit first Occupation of any Dwellings on the Development unless and until the Residential Travel Plan Monitoring Fee has been paid to the County Council in full and in the case of late payments interest will be payable by the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;

2.2 to pay the annual Residential Travel Plan Monitoring Fee to the County on each subsequent anniversary following the first annual payment until one year after the final Occupation of the Dwellings on the Development and in the case of late payments interest will be payable by the Developer and or the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;

2.3 prior to the first Occupation of any Dwellings on the Development to formulate and submit to the County Council for approval by the County Council a Residential Travel Plan and not to cause or allow or permit first Occupation of any Dwellings on the Development unless and until the Residential Travel Plan has been submitted to and approved in writing by the County Council;

2.4 to appoint a Residential Travel Plan Co-ordinator prior to first Occupation of any Dwellings on the Development and not to cause or allow first Occupation of any Dwellings on the Development unless and until the Owner has appointed a Residential Travel Plan Co-ordinator;

2.5 to notify the County Council of the identity and the contact details of Residential Travel Plan Co-ordinator as soon as an appointment is confirmed and no later than one month of the appointment having been made;

2.6 to continue to employ a Residential Travel Plan Co-ordinator for the period until a minimum of one year after the final Occupation of the Dwellings on the

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Development and in the event of a vacancy occurring in the post during that period to re-appoint within a maximum period of two months of the vacancy occurring and to notify the County Council as soon as the appointment is confirmed;

- 2.7 to use all reasonable endeavours to ensure that the Residential Travel Plan Co-ordinator fulfils their duties in accordance with the duties specified in the job description of the Residential Travel Plan Co-ordinator stated in the approved Residential Travel Plan;
 - 2.8 not to change the responsibilities or role of the Residential Travel Plan Co-ordinator without prior written approval of the County Council;
 - 2.9 to implement the Residential Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Residential Travel Plan for a period of one year after the final Occupation of Dwellings on the Development;
 - 2.10 to submit to the County Council raw data collected as part of the Annual Traffic Count no later than two months from completion of the Annual Traffic Count to which the data relates; and
 - 2.11 in the event that any of the Annual Traffic Counts and the Travel Plan Targets are not carried out by the Owner pursuant to the Residential Travel Plan the County Council shall on written notice to the Owner be entitled to conduct such Annual Traffic Counts as are necessary to discharge the requirements of the Residential Travel Plan and furthermore on receipt of an appropriate invoice or request for payment from the County Council acting reasonably the Owner hereby agrees to pay the costs arising from such surveys immediately.
3. The County Council hereby covenants with the Owner:
- 3.1 to agree the terms of the Residential Travel Plan (acting reasonably) and to provide recommendations on the said plan following submission by the Owner in a timely manner;
 - 3.2 to provide support and advice to the Residential Travel Plan Co-ordinator in implementing the ongoing monitoring and review of the Residential Travel Plan (in accordance with the terms under which the Residential Travel Plan Monitoring Fee was paid); and
 - 3.3 to respond in writing to the Residential Travel Plan Co-ordinator within two months of receipt of any correspondence relating to the Residential Travel Plan.

Residential Travel Information Packs

4. The Owner further hereby covenant with the County Council:

4.1 to submit a draft Residential Travel Information Pack (including Travel Vouchers) to the County for written approval prior to first Occupation of a Dwelling and not to cause or allow first Occupation of a Dwelling prior to the Residential Travel Information Pack (including Travel Vouchers) being submitted to and approved in writing by the County Council;

4.2 to provide the first occupier of each Dwelling with an approved Residential Travel Information Pack and Travel Vouchers prior to Occupation of any Dwelling and not to cause or permit Occupation of any Dwellings on the Development unless and until the Owner have provided the first occupiers with an approved Residential Travel Information Pack and Travel Voucher at the expense of the Owner.

Schedule 56
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

SIGNED AS A DEED BY CHASE (SW) LIMITED

in the presence of:

Director

Witness

SIGNED AS A DEED BY UNTED CAPITAL FINANCE LIMITED

in the presence of:

Director

Witness