

DATED 31 OCTOBER 2024

BOLLINGTON VHM LIMITED (1)

and

MICHELLE RITA COLEMAN AND (2)
GLYN DAVID WARWICK

S62A/2024/0058

SECTION 106 UNILATERAL UNDERTAKING

relating to land adjacent to Village Hall, East of Cambridge Road,
Ugley, Bishops Stortford, Hertfordshire (S62A/2024/0058)

We hereby certify this to be a true copy of the original

Date 31 OCTOBER 2024

Holmes & Hills LLP
A12 Commercial Hub, 86 London Rd, Marks Tey, Essex, CO6 1ED

THIS UNILATERAL UNDERTAKING is made on this 31 day of OCTOBER, 2024

BY:

- (1) **BOLLINGTON VHM LIMITED** (Co. Regn. No. 15033455) whose registered office is Bollington Hall Farm, Cambridge Road, Ugley, Bishops Stortford, Hertfordshire CM22 6HS ("**the First Owner**"); and
- (2) **MICHELLE RITA COLEMAN** and **GLYN DAVID WARWICK** both of [REDACTED]

FOR THE BENEFIT OF:

- (3) **UTTLESFORD DISTRICT COUNCIL** of Council Offices, London Road, Saffron Walden, Essex, CB11 4ER ("**the District Council**"); and

BACKGROUND

- (A) This Unilateral Undertaking is a Deed and has been entered into by the Owners (as defined herein) for the benefit of the District Council.
- (B) For the purposes of the 1990 Act (as defined herein), the District Council is the local planning authorities for the area within which the Site (as defined herein) is located and is the authority entitled to enforce the obligations set out in this Deed.
- (C) The First Owner is the freehold owner of part of the Site and which ownership is registered at HM Land Registry with the Title Number AA62004 which is free from incumbrances that would prevent them from entering into this Deed.
- (D) The Second Owner is the freehold owner of part of the Site and which ownership is registered at HM Land Registry with the Title Number EX802424 which is free from incumbrances that would prevent them from entering into this Deed.
- (E) For the avoidance of any doubt this Deed does not affect the road within Pound Lane and does not bind (or seek to bind) any of the land that comprises Pound Lane which is a public highway.
- (F) The Planning Application (as defined herein) has been submitted to the Secretary of State (as defined herein) pursuant to the provisions of Section 62A of the 1990 Act. The Owners have entered into this Deed to secure commitments associated with the Development (as defined herein) in the event that the Secretary of State grants the Planning Permission (as defined herein).

- (G) The planning obligations contained in this Deed comply with Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended) in that they:
- (i) are necessary to make the Development acceptable in planning terms;
 - (ii) are directly related to the Development; and
 - (iii) fairly and reasonable relate in scale and kind to the Development.
- (H) The Owners have entered into this Deed with the intention that the obligations contained in this Deed may be enforced by the District Council against the Owners and their successors in title.

1. **OPERATIVE PROVISIONS**

1.1 In this Deed, the following words and expressions have the following meanings:

“1990 Act” means the Town and Country Planning Act 1990, as amended;

“Commencement Date” means the date that Commencement of Development occurs;

“Commencement of Development” means, subject to clause 3.2 herein, the carrying out pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act and the use in this Deed of the terms **“Commence the Development”** or **“Commence Development”** or **“Commenced”** shall be construed accordingly;

“Deed” means this Deed;

“Development” means the erection of up to sixteen (16) Dwellings and including forty percent (40%) Affordable Housing (as defined in Schedule 1) and associated infrastructure at the Site;

“Dwellings” means the residential dwellings (within use class C3) constructed as part of the Development and the use in this Deed of the

term **“Dwelling”** shall be construed accordingly;

“Market Dwellings”

means all Dwellings to be constructed as part of the Development which are not Affordable Housing Dwellings (defined in Schedule 1);

“NPPF”

means the National Planning Policy Framework first published in March 2012 and last updated on 20 December 2023;

“Notice A”

means a written notice confirming the proposed Commencement Date;

“Notice B”

means a written notice confirming that Commencement of Development has taken place;

“Notice of Commencement”

means the written notice served pursuant to Clause 6.5.1;

“Occupation”

means beneficial occupation for the purposes permitted by the Planning Permission and shall not include:

(a) any occupation associated with the construction of the Development including daytime occupation by workmen involved in the construction of the Development; and

(b) in so far as such uses are ancillary to the construction of the Development the use of finished buildings for sales purposes for use as temporary offices or for show homes or for the storage of plant and materials or in relation to security operations

and the use in this Deed of the terms **“Occupy”** or **“Occupied”** or **“Occupancy”** shall be construed accordingly;

“Owners” means both the First Owner and Second Owner unless where referred to separately

“Planning Application” means the planning application requesting full planning permission for the Development and to which application the Secretary of State has applied the reference S62A/2024/0058;

“Planning Permission” means the planning permission granted by the Secretary of State for the Development and which planning permission is subject to conditions;

“Secretary of State” means the Secretary of State for Levelling Up, Housing and Communities;

“Site” means the land adjacent to Ugley Village Hall, East of Cambridge Road, Ugley, Bishops Stortford, Hertfordshire and which land is shown edged in red on the Site Plan;

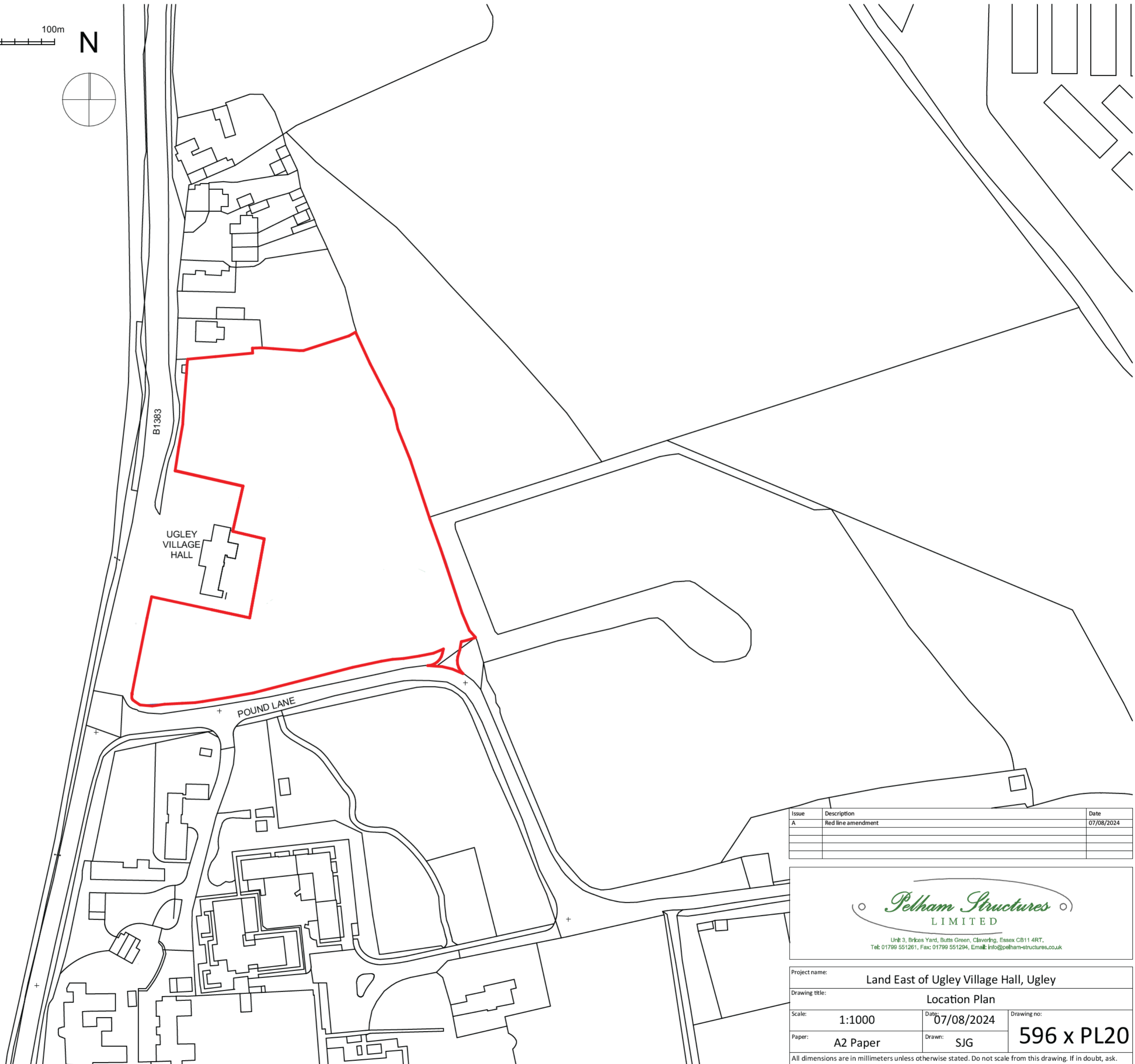
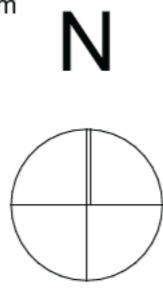
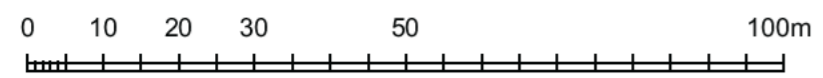
“Site Plan” means the drawing titled ‘Location Plan’ and numbered 596 x PL20 and attached to this Deed

“Working Days” means any day which is not a Saturday, a Sunday, a bank or public holiday in England.

1.2 In this Deed:

1.2.1 the clause or Schedule headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a part or paragraph are to a part or paragraph of that Schedule;



Issue	Description	Date
A	Red line amendment	07/08/2024

Pelham Structures
LIMITED

Unit 3, Briars Yard, Butts Green, Clavering, Essex CB11 4RT.
Tel: 01799 551261, Fax: 01799 551294, Email: info@pelham-structures.co.uk

Project name:		Land East of Ugley Village Hall, Ugley	
Drawing title:		Location Plan	
Scale:	1:1000	Date:	07/08/2024
Paper:	A2 Paper	Drawn:	SJG
		Drawing no:	596 x PL20

All dimensions are in millimeters unless otherwise stated. Do not scale from this drawing. If in doubt, ask.

- 1.2.3 references to any statute or statutory provision include references to:
- 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in England as enacted at the date of this Deed as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any party in this Deed include the successors in title of that party. In addition, references to the District Council includes any successor local planning authority exercising planning powers under the 1990 Act or any successor authority exercising statutory powers in respect of matters concerning education and/or libraries;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 words importing the singular meaning where the context so admits shall include the plural meaning and vice versa;
- 1.2.9 words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner;
- 1.2.10 words denoting an obligation on a party to do any act matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to cause permit or allow infringement of the restriction;
- 1.2.11 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.12 a company or reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 The Owner do not intend that any of the terms of this Deed will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it PROVIDED THAT for the avoidance of doubt this clause 1.3 does not apply to the District Council.

2. **EFFECT OF THIS DEED**

2.1 This Deed is a Deed and is made pursuant to the provisions of Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act, the covenants contained in the Schedules to this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the District Council.

2.2 To the extent that any of the covenants contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are enforceable pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

2.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the District Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.

2.4 The covenants in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated) by the Owners to that statutory undertaker.

2.5 The covenants in this Deed will not be enforceable against individual purchasers or lessees or Occupiers of the individual Dwellings or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee, save in respect of the restrictions on the occupation of the Affordable Housing Dwellings in Schedule 1.

2.6 The covenants in this Deed will not be enforceable against any Approved Body (as defined in Schedule 1) or their mortgagee, chargee (including any receivers appointed by a mortgagee who are not in possession) save for the obligations in Schedule 1 which shall remain binding.

2.7 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Deed, whether or not pursuant to an appeal PROVIDED THAT this clause 2.7 does not apply to or in any way affect the operation of clause 10.

- 2.8 No provision of this Deed shall be interpreted so as to affect contrary to law the rights powers duties and obligations of the District Council in the exercise of any of its statutory functions or otherwise.
- 2.9 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.
- 2.10 No waiver (whether express or implied) by the District Council of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default.
- 2.11 The obligations set out in this Deed are conditional upon the grant of the Planning Permission but any of those obligations that do not have to be observed or performed until after Commencement of Development do not take effect until the Commencement Date PROVIDED ALWAYS THAT the obligations contained in this Deed are conditional upon confirmation by the Secretary of State in the decision notice or letter issued pursuant to the Application that the planning obligations contained in this Deed comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) SAVE THAT if the Secretary of State in the decision notice or letter issued pursuant to the Application states that a planning obligation contained in this Deed does not comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) that shall not affect the enforceability of the remaining planning obligations in this Deed.

3. **COMMENCEMENT DATE**

- 3.1 For the purposes of this Deed only the Commencement Date and Commencement of Development will not be triggered by any of the following operations:
- 3.1.1 archaeological or site investigations or surveys;
 - 3.1.2 site or soil surveys or site decontamination;
 - 3.1.3 the clearance of the Site including any works of demolition;
 - 3.1.4 works connected with groundworks;

- 3.1.5 works for the provision of drainage or mains services to prepare the Site for development;
- 3.1.6 erection of fencing or boarding;
- 3.1.7 erection of boards advertising the Development (including the erection of advertising hoardings);
- 3.1.8 the construction of a temporary site compound or temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite;
- 3.1.9 construction of temporary access roads.

4. **OWNERS' OBLIGATIONS**

- 4.1 The Owners so as to bind the Site hereby covenants with the District Council to comply with the obligations set out in Schedules 1, 2 and 3 to this Deed.
- 4.2 The Owners hereby covenant with the District Council to provide the District Council with: (a) a Notice A not less than twenty (20) Working Days before the expected Commencement Date; and (b) a Notice B not more than five (5) Working Days after the Commencement Date.
- 4.3 Any covenant by the Owners not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 4.4 Any obligation that prohibits the Owners from allowing or limiting Occupation of the Site until certain events occur shall also be an obligation on the Owners to positively carry out those certain events by no later than the number of Occupations set out therein unless the context otherwise requires.
- 4.5 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs except to the extent that they have caused or contributed to that breach, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this Clause 4.5.

- 4.6 No compensation shall be payable by the District Council to any party to this Deed or their successors in title and assigns arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owners and at no cost to the District Council.
- 4.7 Representatives of the District Council may enter upon the Site at any reasonable time upon reasonable written notice (and immediately in the event of an emergency) to ascertain whether the terms of this Deed and of the Planning Permission are or have been complied with subject to complying with all health and safety and security requirements required by the Owners as appropriate PROVIDED THAT this right shall cease and determine in relation to any Dwelling on first Occupation of that Dwelling.
- 4.8 Any Deed, covenant or obligation contained herein by the Owners which shall comprise more than one person or entity shall be joint and several and where any Deed, covenant or obligation is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 4.9 If any provision of this Deed is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the Owners shall amend that provision in such reasonable manner as achieves the intention of this Deed without illegality provided that any party may seek the consent of the other or others to the termination of this Deed on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of this Deed.
- 4.10 No variation to this Deed shall be effective unless made by deed and for the avoidance of doubt the consent seal signature execution or approval of the owner, lessee or occupier of any Dwelling or their mortgagee or chargee or any person deriving title from them shall not be required to vary any part of this Deed.
- 4.11 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Deed shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Deed.
- 4.12 If at any time Value Added Tax ("VAT") is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that

VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

4.13 This Deed shall be enforceable as a local land charge once it has been registered by the District Council as such.

4.14 That in the event that the Owners fail to serve any of the notices that they are required by the provisions of this Deed to serve then the District Council Council shall be entitled to payment of the various financial contributions contained in this Deed at any time following them becoming aware that an event or a level of Occupancy of Dwellings has occurred that would trigger the payment of a financial contribution and the time period for the return of any unspent financial contribution shall be extended accordingly.

5. **TERMINATION OF THIS DEED**

5.1 This Deed will come to an end if:

5.1.1 the Planning Permission is not granted or is quashed, revoked or otherwise withdrawn or otherwise modified without the consent of the Owners before the Commencement Date so as to render this Deed or any part of it irrelevant, impractical or unviable; or

5.1.2 the Planning Permission expires.

6. **NOTICES**

6.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by electronic mail by hand or sent by first class post, pre-paid or recorded delivery and is to be sent to the following address (or to such other address as one party may notify in writing to the others at any time as its address for service):

6.2

6.2.1 for the Owners as set out above and all notices shall be marked for the attention of Roger Pryor;

6.2.2 for the District Council as set out above and all notices shall: (a) be marked to the attention of the Assistant Director Planning and Building Control and (b) quote the planning application reference 62A/2024/0058;

6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

- 6.3.1 if delivered by hand, at the time of delivery;
 - 6.3.2 if sent by post, on the second Working Day after posting; or
 - 6.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 6.4 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 6.5 Otherwise than in relation to individual purchasers of Dwellings the Owners shall give to the District Council within one month of the Owners disposing of any part of the Site written notice of the name and address of the person or persons to whom the Site or part thereof has been transferred.

7. **COSTS OF THIS DEED**

- 7.1 Before the Commencement of Development the Owners covenant to pay to the District Council its reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owners are required to observe and perform pursuant to the terms of this Deed.

8. **DETERMINATION OF DISPUTES**

- 8.1 Subject to Clause 8.7 herein, if any dispute arises relating to or arising out of the terms of this Deed either party may give to the other written notice requiring the dispute to be determined under this Clause 8. 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.
- 8.2 For the purposes of this Clause 8 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 Site.
- 8.3 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 8.4.

- 8.4 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).
- 8.5 The Specialist is to act as an independent expert and:
- 8.5.1 each party may make written representations within twenty (20) Working Days of his appointment and will copy the written representations to the other party;
 - 8.5.2 each party is to have a further fifteen (15) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 8.5.3 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;
 - 8.5.4 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;
 - 8.5.5 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
 - 8.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty (20) Working Days from the last submission of evidence
- 8.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 8, 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.

8.7 This Clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts of England.

9. **JURISDICTION**

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

10. **SECTION 73**

10.1 In the event that any new planning permission is granted by the District Council (or granted on appeal) pursuant to a Section 73 (of the 1990 Act) application relating to the Planning Permission and unless otherwise agreed between the parties:

10.1.1 the obligations in this Deed shall relate to and bind any subsequent planning permission in respect of the Site granted pursuant to Section 73 of the 1990 Act; and

10.1.2 the definitions of Development, Planning Application and Planning Permission in this Deed shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission granted thereunder and the development permitted by such subsequent planning permission; and

10.1.3 this Deed shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Deed relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the District Council in determining any application under Section 73 of the 1990 Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are different to those contained in this Deed and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Deed/deed or supplemental Deed/deed pursuant to Section 106 or Section 106A of the 1990 Act.

11. **OWNERSHIP**

11.1 The Owners warrant that no persons other than the Owners have any legal or equitable interest in the Site.

11.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owners will give to the District Council within twenty (20) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site excluding any conveyance, transfer, lease, assignment, mortgage or other disposition of any individual Housing Unit:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

12. **EXECUTION**

IN WITNESS whereof the Owners hereto have executed this Deed as a Deed on the day and year first before written.

SCHEDULE 1

AFFORDABLE HOUSING

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

"Additional First Homes Contribution"

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 5.7, 5.8 or 7 of Schedule 1, Part 2 hereto, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home;

"Affordable Housing"

shall mean subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF that will be available to persons who cannot afford to buy or rent housing generally available on the open market;

"Affordable Housing Dwellings"

means together the Affordable Rented Dwellings and the First Homes Dwellings and the use in this Schedule 1 of the term **"Affordable Housing Dwelling"** shall be construed accordingly;

“Affordable Housing Land”	means the land on which the Affordable Housing Dwellings will be constructed in accordance with the Planning Permission;
“Affordable Rented Dwellings”	means those Affordable Housing Dwellings to be used exclusively for the purposes of Affordable Rented Housing, subject to the terms of this Schedule 1, and the use in this Schedule 1 of the term “Affordable Rented Dwelling” shall be construed accordingly;
“Affordable Rented Housing”	shall mean rented housing provided by an Approved Body that has the same characteristics as social rented housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to those in identified housing need at a rent of up to 80% of local market rents inclusive of service charges;
“Affordable Housing Plan”	means a plan that shows: (a) the precise location of the Affordable Housing Dwellings; and (b) the type of the Affordable Housing Dwellings, i.e. if they are Affordable Rented Dwellings or First Homes Dwellings; and (c) the size of each of the Affordable Housing Dwellings; and (d) confirmation that the Affordable Housing Dwellings comply with the current nationally described space standards;
“Allocations Policy”	means the District Council’s Allocations Policy dated June 2021 or any subsequent Allocations Policy replacing the policy of June 2021;
“Approved Body”	shall mean any registered provider registered with Homes England or successor organisation, any body organisation or company which is a registered charity with the Charity

Commissioners for England and Wales and approved by the Homes England or any other body organisation or company approved by the District Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord;

“Armed Services Member”

means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

“Chargee”

means any mortgagee or chargee or any manager or 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 of the whole or any part of the Affordable Housing Dwellings that have been transferred to an Approved Body or any persons or bodies deriving title through such mortgagee or chargee;

“Compliance Certificate”

means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 5.1.3 of Part 2 of Schedule 1 applies the Eligibility Criteria (Local) in a form to

"Development Standard"

be provided by the District Council and approved by the Owners;

means a standard to fully comply with the following:-

(a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015

(b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the District Council from time to time

(c) Approved Document Q: Security-Dwellings published by HM Government or any document which supersedes it.

(d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)

and the same may be amended by written agreement with the District Council;

"Discount Market Price"

means a sum which is the Market Value discounted by at least 30%;

"Disposal"

means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

(a) a letting or sub-letting in accordance with paragraph 7 of Part 2 Schedule 1

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

(c) an Exempt Disposal

and "Disposed" and "Disposing" shall be construed accordingly;

- “Eligibility Criteria (Local)”** means in relation to the First Home(s) the criteria set out in Paragraphs 4.1 – 4.3 of the First Homes Planning Advice Notice
- “Eligible Person”** shall mean a person or persons on the Housing Register that meets the qualifying criteria within the Allocations Policy (unless otherwise agreed by the District Council in writing);
- “Eligibility Criteria (National)”** means criteria which are met in respect of a purchase of a First Home if:
- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
 - (b) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National);
- “Exempt Disposal”** means the Disposal of a First Home in one of the following circumstances:
- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
 - (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
 - (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
 - (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Residential Dwelling (and for the avoidance of doubt paragraph 7 shall apply to such sale)

	<p>Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7 of Part 2 of Schedule 1;</p>
“First Home(s)”	<p>means those Affordable Housing Dwellings which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap to be used exclusively for the purposes of First Homes Housing, subject to the terms of this Schedule 1, and the use in this Schedule 1 of the term “First Homes Dwelling” shall be construed accordingly;</p>
“First Homes Owner”	<p>means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:</p> <ul style="list-style-type: none">(a) the Owners; or(b) another owner or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or(c) the freehold a tenant or sub-tenant of a permitted letting;
“First Homes Planning Advice Notice”	<p>means the First Homes Planning Advice Notice published by the District Council and dated 2022 or any subsequent First Homes Planning Advice Notice replacing the 2022 notice</p>
“First Time Buyer”	<p>means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;</p>

“Homes England”	shall mean the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation;
“Housing Register”	means a register of Eligible Persons kept and maintained by the District Council (unless otherwise agreed by the District Council in writing);
“Income Cap (Local)”	means the Income Cap (National) or such other local income cap as may be published from time to time by the District Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Deed the District Council has not set an Income Cap (Local);
“Income Cap (National)”	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;
“Local Eligibility Criteria”	means the criteria set out in Paragraphs 4.1 – 4.3 of the First Homes Planning Advice Notice;
“Market Value”	means the open market value as assessed by a Valuer of an Affordable Housing Dwelling as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation;
“Mortgagee”	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all

	such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;
“Nominated Person”	means a person or persons nominated in accordance with the Nominations Agreement from their housing register to be offered an Affordable Rented Unit by an Approved Body;
“Nomination Agreement”	means an agreement between the District Council and an Approved Body setting out the selection and prioritisation of tenants and occupiers of the Affordable Rented Units in accordance with the Allocations Policy;
“Practical Completion”	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied;
“Price Cap”	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
“Protected Tenant”	means any tenant who has: (a) exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 Act or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Rented Dwelling; or (b) exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Rented Dwelling; or and for the avoidance of any doubt the term “Protected Tenants” shall include successors in title to the tenant referred to above;

“Wheelchair Accessible”

means the Residential Dwellings 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.

Part One

2. The Owners hereby covenant with the District Council, as follows:
 - 2.1 That forty percent (40%) of the Dwellings on the Site shall be provided as Affordable Housing Dwellings in accordance with the Planning Permission in the following proportions:
 - (i) seventy five percent (75%) Affordable Rented Dwellings; and
 - (ii) twenty five percent (25%) First Homes Dwellings; and

PROVIDED THAT where: (a) the calculation of the forty percent (40%) produces a part dwelling then where that part is 0.5 and above the number of Affordable Housing Dwellings shall be rounded up to the nearest whole dwelling number; and (b) the calculation of the forty percent (40%) produces a part dwelling then where that part is below 0.5 then the number of Affordable Housing Dwellings shall be rounded down to the nearest whole dwelling number.
 - 2.2 That at least five percent (5%) of the Affordable Housing Dwellings shall be Wheelchair Accessible PROVIDED THAT any fraction of a unit produced by calculating the percentage shall be rounded up if 0.5% or over and shall be rounded down if under 0.5%.
 - 2.3 Not to Commence the Development unless and until the Affordable Housing Plan has been submitted to the District Council for approval and the District Council has approved the Affordable Housing Plan in writing.

2.4 To provide the Affordable Housing Dwellings entirely in accordance with the approved Affordable Housing Plan.

2.5 Not to Occupy the first (1st) Market Dwelling within the Development until the Owners have:

EITHER

a. Transferred the Affordable Housing Land (excluding any land upon which any First Homes are to be constructed) to an Approved Body as a freehold estate (documentary proof of which is to be supplied to the District Council if requested).

OR

b. Completed a binding agreement with an Approved Body (documentary proof of which to be supplied to the District Council if requested) for the completion of the Affordable Housing Dwellings (excluding any First Homes) and the transfer of the Affordable Housing Dwellings and the Affordable Housing Land (excluding any land upon which any First Homes are to be constructed) to the Approved Body.

2.6 The terms of any transfer pursuant to paragraph 2.5 above shall include a covenant that the Approved Body shall comply with the terms of this Schedule 1 Part 1.

2.7 Prior to the Occupation of 50% of the Market Dwellings to be constructed in accordance with the Planning Permission the Affordable Housing Dwellings 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 2.5 above).

2.8 Save for any First Homes, after the substantial completion of any of the Affordable Housing Dwellings no Affordable Housing Dwellings shall be Occupied unless there is compliance with the following paragraphs 2.9 to 2.13:

2.9.1 Upon completion of the Affordable Housing Dwellings and thereafter the Approved Body will allocate each Affordable Rented Dwelling to a Nominated Person provided by the District Council in accordance with the provisions of the Nominations Agreement and in accordance with the following provisions;

- 2.9.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Dwellings or a notice from a tenant of an Affordable Rented Dwelling that he wishes to relinquish his tenancy the Approved Body will give notice thereof to the District Council as regards the Affordable Rented Dwelling;
- 2.9.1.2 Within twenty (20) Working Days or such other time as is agreed between the Approved Body and the District Council of receiving the notice from the Approved Body under the provisions of paragraph 2.9.1.1 of this Schedule as regards an Affordable Rented Dwelling the District Council will give details of the Nominated Person for each Affordable Rented Dwelling to the Approved Body;
- 2.9.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 2.9.1.2 of this Schedule from the District Council to procure that the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and the District Council offer to grant the tenancy of the Affordable Rented Unit to the Nominated Person;
- 2.10 If the District Council fails to give details of a Nominated Person under the provisions of paragraph 2.9.1.2 of this Schedule to procure that the Approved Body shall have the right to grant an Affordable Rented Dwelling tenancy to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Dwelling.
- 2.11 Where the District Council fails to give details of a Nominated Person under the provisions of paragraph 2.9.1.2 of this Schedule and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 2.10 above to procure that the Approved Body may grant a tenancy of an Affordable Rented Dwelling to any person who it considers to be in need of an Affordable Housing Dwelling and who complies with its lettings policy.
- 2.12 In respect of any of the Affordable Rented Dwellings becoming vacant after the initial allocation following the completion of the Affordable Housing Dwellings the District Council shall in accordance with paragraph 2.9.1 above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% (seventy-five per cent) of such vacant Affordable Rented Dwellings.

- 2.13 To procure that the terms of the tenancy agreements for the Affordable Rented Dwellings shall be in accordance with the regulations and guidance of Homes England.
- 2.14 The Approved Body will not:
- 2.14.1 Transfer the freehold or leasehold interest in the Site on which the Affordable Housing Dwellings are constructed or any Affordable Housing Dwellings 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;
- 2.14.2 Sell let or dispose (except by way of legal charge) of any Affordable Housing Dwellings or allow or permit or suffer any Affordable Housing Dwelling to be sold let or disposed of other than in accordance with paragraphs 2.15 of this Schedule.
- 2.15 To procure that the Approved Body will give the District Council one month's written notice of the intended transfer of the freehold or leasehold interest in the Site or of any Affordable Housing Dwelling 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 Dwelling to an occupier of an Affordable Rented Dwelling who has exercised the right to acquire.
- 2.16 The affordable housing provisions set out in this Part shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Dwellings and/or the Affordable Housing Land or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 2.16.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council (together with official copies of the relevant Land Registry Entries) of its intention to dispose of the Affordable Housing Dwellings and/or the Affordable Housing Land and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings and/or the Affordable Housing Land to another Approved Body or to the District Council for a consideration not less than the amount due and

outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 2.16.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings /Affordable Housing Land free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.
- 2.17 If the Affordable Housing Dwellings are vested or transferred to another Approved Body pursuant to a proposal made by Homes England pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Deed shall continue (notwithstanding paragraph 2.16. above) in respect of such other Approved Body.
- 2.18. It is Hereby Agreed and Declared:
- 2.18.1 the obligations and restrictions contained in this Schedule 1 shall not bind:
- 2.18.1.1 a Protected Tenant and their mortgagees and/or chargees and any receiver appointed by such mortgagees and/or chargees;
- 2.18.1.2 any person or body deriving title through or from a Protected Tenant (including any sub-tenant lender chargee or mortgagee);

Part Two

First Homes

1. **OBLIGATIONS**
- 1.1 Unless otherwise agreed in writing by the District Council, the Owners for and on behalf of themselves and their successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the District Council as below save that:
- 1.2 paragraphs 2, 3, and 4 shall not apply to a First Homes Owner;
- 1.3 paragraphs 5 to 6 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner.
- 1.4 Paragraph 7 applies as set out in therein.

2. **QUANTUM**

Twenty Five percent (25%) of the Affordable Housing Dwellings on the Site shall be identified reserved and set aside as First Homes in accordance with the approved Affordable Housing Plan and shall be provided and retained as First Homes in perpetuity subject to the terms of Part 2 of this Schedule (Unless otherwise agreed in writing with the District Council).

3. **APPEARANCE AND SPECIFICATION**

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

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

4. **DEVELOPMENT STANDARD**

4.1 All First Homes shall:

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

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

5. **DELIVERY MECHANISM**

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

5.1.1 the Eligibility Criteria (National); and

5.1.2 the Eligibility Criteria (Local).

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

5.2 Subject to paragraphs 5.6 - 5.11, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

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

5.3.1 the District Council has been provided with evidence that:

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

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

(c) the transfer of the First Home includes:

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

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

"means the provisions set out in Part 2 of Schedule 1 of the S106 Deed a copy of which is attached hereto as the Annexure.

(iii) A definition of "S106 Deed" means the Deed made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made by (1) BOLLINGTON VHM LIMITED and given to (2) UTTLESFORD DISTRICT COUNCIL

(iv) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions;

(v) a copy of the First Homes Provisions in an Annexure.

5.3.2 the District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 5.2 and 5.4.1 have been met.

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

5.4.1 *"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not*

being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Uttlesford District Council of Council Offices, London Road, Saffron Walden CB11 4ER or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

- 5.5 The owner of a First Home (which for the purposes of this paragraph shall include the Owners and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:
- 5.5.1 the Affordable Housing Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraph 5.1 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Affordable Housing Unit as a First Home but it has not been possible to Dispose of that Affordable Housing Unit as a First Home in accordance with paragraphs 5.2 and 5.4.1; or
 - 5.5.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.5.1 before being able to Dispose of the Affordable Housing Unit other than as a First Home would be likely to cause the First Homes Owner undue hardship.
- 5.6 Upon receipt of an application served in accordance with paragraph 5.5 the District Council shall have the right (but shall not be required) to direct that the relevant Affordable Housing Unit is disposed of to it at the Discount Market Price.
- 5.7 If the District Council is satisfied that either of the grounds in paragraph 5.5 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.5 that the relevant Affordable Housing Unit may be Disposed of:
- 5.7.1 To the District Council at the Discount Market Price; or
 - 5.7.2 (if the District Council confirms that it does not wish to acquire the relevant Affordable Housing Dwelling) other than as a First Home;
- and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Affordable Housing Dwelling apart from paragraph 5.9 which shall cease to apply on receipt of payment

by the District Council where the relevant Affordable Housing Dwelling is disposed of other than as a First Home

- 5.8 If the District Council does not wish to acquire the relevant Affordable Housing Dwelling itself and is not satisfied that either of the grounds in paragraph 5.5 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.5 serve notice on the Owners or First Home Owner setting out the further steps it requires the Owners or First Home Owner to take to secure the Disposal of an Affordable Housing Unit as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the Owners or First Home Owner have been unable to Dispose of the Affordable Housing Unit as a First Home he may serve notice on the District Council in accordance with paragraph 5.5 following which the District Council must within 28 days issue confirmation in writing that the Affordable Housing Unit may be Disposed of other than as a First Home.
- 5.9 Where an Affordable Housing Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 5.7 or 5.8 above the owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 5.10 Upon receipt of the Additional First Homes Contribution the District Council shall:
- 5.10.1 within ten (10) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.4 where such restriction has previously been registered against the relevant title.
- 5.10.2 apply all monies received towards the provision of Affordable Housing.
- 5.11 Any person who purchases a First Home free of the restrictions in Part 2 of Schedule 1 of this Deed pursuant to the provisions in paragraphs 5.7 and 5.8 shall not be liable to pay the Additional First Homes Contribution to the District Council.
6. **USE**
- 6.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 6.1 - 6.3 below.
- 6.1.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the

District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

6.1.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. the District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below

- (a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- (b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- (c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- (d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- (e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- (f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person

6.2 A letting or sub-letting permitted pursuant to paragraph 6.1.1 or 6.1.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

- 6.3 Nothing in paragraph 6 of this Part 2 of Schedule 1 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

7. MORTGAGEE EXCLUSION

- 7.1 The obligations in this Part 2 of Schedule 1 of this Deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

- 7.1.1 such Mortgagee or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and
- 7.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the District Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 7.1.3 of this Part 2 of Schedule 1;
- 7.1.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution;

SCHEDULE 2

PUBLIC OPEN SPACE

In this Schedule 2 unless the context requires otherwise the following words and expressions shall have the following meanings:

"Final Certificate"	means a certificate to be issued by the District Council on expiration of the Open Space Maintenance Period when the Open Space has been maintained to the reasonable satisfaction of the District Council
"Management Company"	shall mean a company body or other entity responsible for the long-term management and maintenance of the Public Open Space.
"Management Company Responsibilities"	means the maintenance of the Public Open Space over the lifetime of the Development to a comparable standard achieved on the issue of the Final Certificate by diligently applying monies received by the Management Company for those purposes
"Provisional Certificate"	means a certificate or certificates which is/are issued by the District Council when it is satisfied that the Public Open Space (or part thereof) has been provided laid out and landscaped in accordance with the Public Open Space Scheme
"Public Open Space"	means the areas of public open space and landscaping to be provided as part of the Development in such position on the Land as shall be agreed between the District Council and the Owners to be made freely available for recreational, general amusement and incidental use
"Public Open Space Maintenance Period"	means a period of twelve months from the date of issue of the Provisional Certificate for the Public Open Space or such other period as may be agreed in writing by the Owners and the District Council
"Public Open Space Management Plan"	means a plan establishing the long term management and maintenance of the Public Open Space;
"Public Open Space Scheme"	means a scheme: (a) detailing how the Public Open Space will be laid out constructed; and

	(b) which sets out the detailed technical specification of all the works to be carried out on the Public Open Space;
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Part 1

MANAGEMENT COMPANY

In the event that the circumstances pursuant to paragraph 11 of Part 2 of this Schedule 2 occur, the Owners shall set up a Management Company and the details of the set-up of the Management Company and the arrangements with the Management Company in relation to the Public Open Space shall be agreed in writing by the District Council in accordance with this Deed.

Part 2

PUBLIC OPEN SPACE

1. The Owners covenant with the District Council as follows:
 - 1.1 Prior to first Occupation of the Development to submit the Public Open Space Scheme and Public Open Space Management Plan to the District Council for approval and not to allow or permit the first Occupation of the Development until the Public Open Space Scheme and Public Open Space Management Plan has been submitted to and approved in writing by the District Council.
 - 1.2 To provide the Public Open Space in accordance with the approved Public Open Space Scheme and Public Open Space Management Plan.
 - 1.3 Prior to the Occupation of more than 50% of the Market Dwellings the Owners shall apply for the Provisional Certificate from the District Council and shall not cause or permit Occupation of more than 80% of the Market Dwellings until a Provisional Certificate for all of the Public Open Space has been issued by the District Council.

Provisional Certificate

2. After the Public Open Space (or part thereof) has been provided laid out and landscaped in accordance with the Public Open Space Scheme to apply to the District Council in writing requesting issue of the Provisional Certificate and for the avoidance of doubt Provisional Certificates may be issued for the whole of the Public Open Space or in relation to parts of Public Open Space as they are provided and laid out.

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

Final Certificate

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

7. If after inspection of the Public Open Space by the District Council (acting reasonably) it considers that the Public Open Space has not been maintained satisfactorily in accordance with the Public Open Space Scheme and Public Open Space Management Plan the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the District Council to bring the Public Open Space up to the standard required by the Public Open Space Scheme and Public Open Space Management Plan and this procedure shall be repeated as often as necessary until the Final Certificate is issued.

Transfer of the Open Space

8. Three (3) months prior to completion of the Public Open Space Maintenance Period the Owners shall provide to the District Council its calculation of the Public Open Space Commuted Sum such calculation to be agreed between the Owners and the District Council.
9. Prior to the transfer of the Public Open Space to a Management Company the Owners shall submit details of the Management Company to the District Council for approval in writing and shall not transfer the Public Open Space to the Management Company until the details of the Management Company have been approved by the District Council in writing.
10. The details of any Management Company referred to in paragraph 12 above shall include (where applicable):
 - 10.1 its corporate structure
 - 10.2 its registered office and correspondence address
 - 10.3 its directors and officers (where known)
 - 10.4 The means of funding the Management Company in respect of the Public Open Space to demonstrate that the Public Open Space is able to be maintained by the Management Company in perpetuity including details of any service charge to be paid by residents of the Development.
 - 10.5 Details of insurances as shall be appropriate in respect of the use of the Public Open Space managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against.

11. After the District Council has issued the Final Certificate for the Public Open Space to transfer the Public Open Space to the Management Company:
 - 11.1 for nominal consideration;
 - 11.2 free of all financial charges and other encumbrances that may materially affect use of the Public Open Space by the public; and
 - 11.3 with vacant possession;

within 12 (twelve) months of the issue of the Final Certificate by the District Council PROVIDED ALWAYS THAT the Owners shall continue to maintain the Public Open Space in a clean and tidy condition until the transfer to the Management Company has been completed.
15. The Owners covenant as follows:
 - 15.1 Prior to the 90% Occupation of the Development or no more than 12 (twelve) months following the issue of the Final Certificate by the District Council (whichever is the earliest):
 - 15.1.1 the Owners shall transfer the Public Open Space to the Management Company; and
 - 15.1.2 not to cause or permit 90% Occupation of the Development until the earlier of the transfer of the Public Open Space to the Management Company or 12 months of the provision of the Final Certificate
 - 15.1.3 to provide to the District Council a copy of the transfer for the Public Open Space to the Management Company within 28 days following completion of the transfer.
16. The Owners further covenant:
 - 16.1 Subject to sub-paragraphs 10.2, 10.3 and 16.4 below the obligations under this Part 2 of Schedule 2 shall not be binding upon any owner occupier tenant or their mortgagees or chargees or any successor in title of the respective owner occupier tenant or their mortgagees or chargees of any of the Dwellings; and
 - 16.2 Where the Public Open Space is transferred to the Management Company each owner occupier or tenant of any Market Dwelling or their mortgagees or chargees or their respective successors in title shall be liable for a sum of the total annual cost of carrying out the Management Company Responsibilities and associated costs which

may be attributable to that residential plot (such proportionate amount to be calculated as a ratio of that residential plot area to the total aggregated residential plot areas permitted by the Permission); and

- 16.3 Pursuant to sub-paragraph 16.2 above to pay the proportionate sum of the total annual cost of carrying out the Management Company Responsibilities and associated costs which may be attributable to any Market Dwelling in respect of which a first sale or first occupation or first letting has not occurred following transfer of the Public Open Space to the Management Company (such proportionate amounts to be calculated as a ratio of such residential plot areas to the total aggregated residential plot areas permitted by the Planning Permission); and
- 16.4 For the avoidance of doubt each liability of the Owners pursuant to sub-paragraph 16.3 above in respect of any Market Dwelling that has not been subject to a first sale or first occupation or first letting following transfer of the Public Open Space to the Management Company shall cease absolutely upon the first sale or first occupation or first letting of each such residential plot; and
- 16.5 Procure that upon any sale lease or transfer of title of any Market Dwelling that a suitable covenant supported by restriction is entered on the Proprietorship Register at HMLR of every Market Dwelling to ensure that the obligation to contribute towards the Management Company Responsibilities can be enforced by the Management Company in perpetuity such as the following restriction (or such alternative wording as may be required by the Land Registry's standard form of restriction from time to time or as may otherwise be required by the Management Company):

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

SCHEDULE 3
ROOSTING BAT MITIGATION

In this Schedule 3 unless the context requires otherwise the following words and expressions shall have the following meanings:

“Affected Dwelling(s)”	means a Dwelling which contains a Protected Tree;
“Protected Tree”	means a tree on Site that is a habitat for a roosting bat(s) and which must not be removed from the Site;
“Roosting Bat Scheme”	means a scheme to be prepared in the event that bats are found to be roosting on the Site which shall: <ul style="list-style-type: none"> a) set out measures the Owners shall implement to protect the habitat of any roosting bats in perpetuity; b) identify any Protected Trees; c) confirm any Affected Dwellings or areas of Public Open Space (as defined in Schedule 2 above); and d) detail the wording of the restrictive covenant to be placed on the title register for each Affected Dwelling and/or Public Open Space ensuring that future residents of the Development or the Management Company (as defined in Schedule 2 above) of the Public Open Space do not remove any Protected Trees;
“Roosting Bat Survey”	means a ground level assessment of the trees on the Site to establish whether there are any bats roosting in the trees such assessment to be carried out by a suitably qualified ecologist in line with best practice (Collins, 2023 and Reason and Wray, 2023)

1. The Owners hereby covenant with the Council not to cause or permit the Commencement of Development unless and until:
 - 1.1. the Roosting Bat Survey has been carried out and submitted to the Council; and
 - 1.2. in the event that roosting bats have been found on the Site the Owners shall submit the Roosting Bat Scheme to the Council for approval.

2. In the event that the Roosting Bat Survey finds evidence of roosting bats on Site the Owners covenant:
 - 2.1. to implement the approved Roosting Bat Scheme; and
 - 2.2. to ensure that each transfer of an Affected Dwelling or the Public Open Space (if a Protected Tree falls within the Public Open Space) shall include a restrictive covenant prohibiting the removal of a Protected Tree.

EXECUTED as a **DEED** by)
BOLLINGTON VHM LIMITED)
acting by one Director)
in the presence of a witness)



Director/Secretary

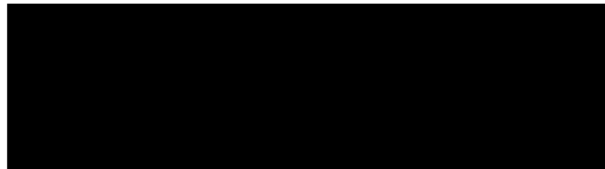
Witness:

Witness Signature

Witness Address:



EXECUTED as a **DEED** by
MICHELLE RITA COLEMAN
in the presence of a witness



Witness:

Witness Signature

Witness Address:



EXECUTED as a **DEED** by
GLYN DAVID WARWICK
in the presence of a witness



Witness:

Witness Signature

Witness Address

