

DATED 13th March 2024

**UTTLESFORD DISTRICT COUNCIL
and
ESSEX COUNTY COUNCIL
and
KIER VENTURES LIMITED**

**Section 106 agreement relating to the Land North of Knight Park, Thaxted Road, Saffron
Walden**

Peter Holt Chief Executive

Ref: S62A/2023/0031

Tel: 01799 510417



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This DEED is made on the *Thirtieth* day of *March* two thousand and twenty-four between

- 1 **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as **UDC**) of the first part;
- 2 **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford CM1 1QH (hereinafter referred to as **the County Council**) of the second part;
- 3 **KIER VENTURES LIMITED** (company registration No. 01463192) whose registered office is at 2nd Floor Optimum House, Clippers Quay Salford M50 3XP (hereinafter referred to as the **Owner**) of the third part.

Recitals

- A UDC and the County Council 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 the local authority for statutory age education and pre statutory age education and childcare and the local highway authority within the District in which the Land is situated and 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 Land is located.
- C The Owner is registered at HM Land Registry as proprietor of part of the Land with freehold title under the Title Number EX486647.
- D 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.
- E The Planning Application is due to be heard by an inspector appointed by the Secretary of State via written representations and in the event the inspector or the Secretary of State decides to grant the Planning Permission the Owner agrees that the Planning permission should be granted subject to the planning obligations in this agreement.

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 Housing Land"	Housing	means the land on which the Affordable Housing Units will be constructed in accordance with the Permission
"Affordable Housing Units"	Housing	means the Affordable Housing to be constructed on the Affordable Housing Land as required by this Deed
"Affordable Rented Units"		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 Housing Scheme"	Housing	means the provision of Affordable Housing Units for the Development of at least 40%, consisting of 70% Affordable Rent and 30% Shared Ownership.
"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
"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
"Annual Traffic Counts"		shall mean 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

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

"Contributions" means the Healthcare Contribution and the Public Open Space Maintenance Contribution.

"Completion Notice" means the notice served by the Owner on the County Council pursuant to Paragraph 1.6 of Schedule 4

"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 £3,500 (three thousand five hundred Pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement;

"the Development" means the works authorised by the Permission

"Development Standard" means a standard to fully comply with the following:

- (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015;
- (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by UDC from time to time;
- (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited; and
- (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)

and the same may be amended by written agreement of the Parties in accordance with paragraph 3.1 of Part 2, Schedule 2.

"Discount Market Price" means a sum which is the Market Value discounted by at least 30%

"Dwelling(s)"	means the Housing Units
"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
"Healthcare Contribution"	shall mean the sum £71,060.00 (Seventy-One Thousand and Sixty Pounds) Index-Linked to mitigate the capital cost to the NHS for the provision of additional healthcare services arising directly as a result of the Development and which is to be spent on Gold Street Surgery in Saffron Walden
"Homes England"	means the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation
"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: <ul style="list-style-type: none"> 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 and the County Council in a written notice served upon UDC and the County Council as the date upon which the Development authorised by the Permission is to be commenced or if no such notice is served the date of Implementation

"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 north of Knight Park, Thaxted Road, Saffron Walden shown edged red on Plan 1

"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 agreement

"Management Company" means a private limited company established to provide the ongoing management and maintenance of the Public Open Space within the Development

"Monitoring Fee" mean the sum of £5,164.00 (Five Thousand One Hundred and Sixty Four Pounds) such sum to be Index Linked to reflect UDC planning officer time in monitoring compliance with this agreement by the Owner which will include but not be limited to:

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

"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 6
"NPPF"	the National Planning Policy Framework published by the Ministry of Housing Communities and Local Government and dated July 2021 or any replacement statement guidance note or circular which may amend supplement or supersede it
"Occupation"	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
"Parish Council"	means Saffron Waldon Town Council or its statutory successors
"Payment Notice"	means a written notice advising of a proposed payment served pursuant to paragraph 1.5, part 1, schedule 4
"the Permission"	means the planning permission granted pursuant to the Planning Application
"Plan 1"	shall mean the plan showing the Land marked 'Plan 1' at Schedule 1
"the Planning Application"	means the outline application made by the Owner to the Planning Inspectorate (acting on behalf of the Secretary of State) under reference number S62A/2023/0031 for the Development of up to 55

Housing Units with access from Thaxted Road with all other matters reserved

- "Public Open Space"** means the land within the Development to be provided in accordance with Reserved Matters Approval landscaped and made available for the public and in accordance with Schedule 2, part 2 of this Deed
- 'Public Open Space Scheme'** means a scheme:
- (a) detailing how the Public Open Space will be laid out and constructed;
 - (b) which sets out the detailed technical specification of all the works to be carried out on the Public Open Space; and
 - (c) phasing
- "Public Open Space Maintenance Contribution"** means the sum to be agreed between the Parties to maintain the Public Open Space for 15 (Fifteen) years Index Linked from the date of the Permission to the date of payment
- "Public Open Space Maintenance Period"** mean a period of 15 years from the date of issue or deemed approval of the Provisional Certificate
- 'Public Open Space Management Plan'** means a plan establishing the long term management and maintenance of the Public Open Space and which shall include a mechanism for the calculation of the Public Open Space Maintenance Contribution
- "Qualifying Flats"** means the number of Flats that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms
- "Qualifying Houses"** means the number of Houses that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms
- "Relevant Education Indexation"** means the amount that the Owner shall pay with and in addition to each part of the Early Years and Child Care Contribution paid that shall in each case equal a sum calculated by taking the amount of the Early Years and Child Care Contribution being paid and multiplying this amount by the percentage change shown by the Education Index between the Education Index Point at January 2020 and the

Education Index Point pertaining to the date the payment is made to the County Council

"Reserved Approval" **Matters** means an approval of all other matters pursuant to the Permission

"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

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.

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

"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 agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act with the intent that it shall bind the Owners and their successors in title.
- 2.2 Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC and the County Council.
- 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 agreement for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this agreement shall be enforceable against the Owners and their successors in title the Owner covenants with UDC and the County Council to:

- (a) observe and comply with the obligations contained in this Deed and to the Schedules of this Deed;

- (b) pay to the County Council its reasonable legal fees associated with the drafting negotiating and completion of this Deed before completion not to exceed the sum of three thousand pounds (£2,000); and
- (c) pay UDC its legal fees associated with the drafting negotiating and completion of this Deed before completion not to exceed the sum of three thousand pounds (£3,000).

4 Obligations Undertaken by UDC

UDC covenants with the Owner to observe and perform the restrictions and obligations contained in paragraph 1, Schedule 3.

5 Obligations Undertaken by the County Council

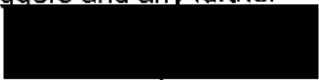
The County Council covenants with the Owners to observe and comply with the obligations contained in this Deed and to the Schedules of this Deed.

6 Conditionality



- 6.1 Subject to Clause 6.2, this agreement will take effect on delivery.
- 6.2 Other than the obligations in Clauses 3.1.^(b)~~2~~ and 3.1.^(c)~~2~~, the planning obligations are conditional on, and will not take effect until, the grant of the Permission.

7 Notice of Implementation and Payment and Completion

- 7.1 The Owner will give UDC not less than 20 Working Days' notice of its intention to Implement the Permission specifying the intended Implementation Date.
- 7.2 Forthwith upon Implementation the Owner will give UDC notice of Implementation.
- 7.3 The Owner shall serve on the County Council:
 - 7.3.1 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 Agreement; ~~t~~ 
 - 7.3.2 the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to the County Council under this Agreement stating the date that such payment becomes due and any further information stipulated in the Schedules to this Agreement;
 - 7.3.3 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 Agreement and for the avoidance of doubt any dispute regarding any notice to be served under this Agreement may be resolved through the 2 mechanisms set out in Clause 14 of this Agreement; and

7.3.4 to serve on the County Council 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.

8 Provisos and Interpretation

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

8.2 If any provision of this agreement 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 agreement and the enforceability of the remainder of this agreement shall not be affected.

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

8.4 Any provision contained in this agreement 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.

8.5 The headings in this agreement do not affect its interpretation.

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

8.7 Unless the context otherwise so requires:

8.7.1 references to UDC the Owners and the County Council include their permitted successors and assignees;

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

8.7.3 references to any gender include both genders.

9 Agreements and Declarations

9.1 The obligations contained in Schedules 2, 4 and 5 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedules 2, 4 and 5) and in the event that the Permission is not implemented and expires the obligations contained in Schedules 2, 4 and 5 shall absolutely cease and determine without further obligation upon the Owner or their successors in title.

- 9.2 The obligations contained in Schedules 2, 4 and 5 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.
- 9.3 Nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission).
- 9.4 The obligations under this agreement shall not be enforceable against
- 9.4.1 persons who purchase or take leases of the Housing Units other than in respect of restrictions on the use of the Affordable Housing Units (or their successors in title chargees mortgagees or receivers) nor;
- 9.4.2 any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function.
- 9.5 This agreement 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 9.1 and 9.2 of this Part or upon the determination of this agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this agreement.
- 9.6 If the Secretary of State or the Planning Inspector, in its Decision Letter, concludes that any of the planning obligations set out in the agreement 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.

10 Exclusion of the 1999 Act

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

11 Notices

- 11.1 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 agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office
- 11.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this agreement to be made which are addressed

11.2.1 to UDC shall be addressed to the Strategic Director of Planning and Building Control, planning@uttlesford.gov.uk and S106 Monitoring and Enforcement Officer, Section106monitoring@uttlesford.gov.uk;

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

11.2.3 to the Owner shall be addressed to General Council at 2nd Floor, Optimum House, Clippers Quay, Salford, M50 3XP and to Vicky Squibb and Lee Howard at Kier Group Plc, 6 Cavendish Pl, London W1G 9NB.

12 Entire Agreement

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

13 Monitoring Fee

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

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

13.3 The Owner agree not to be reimbursed in the event that the Monitoring Fee and or the County Council Monitoring Fee is not expended by UDC and/or the County Council.

14 Determination of Disputes

14.1 Subject to clause 14.7, if any dispute arises relating to or arising out of the terms of this Agreement, the County Council or the Owners may give to the other written notice requiring the dispute to be determined under this clause 14. 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.

14.2 For the purposes of this clause 14 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.

14.3 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 14.4.

- 14.4 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).
- 14.5 The Specialist is to act as an independent expert and:
- 14.5.1 each party may make written representations within fifteen Working Days of his appointment and will copy the written representations to the other party;
- 14.5.2 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;
- 14.5.3 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;
- 14.5.4 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;
- 14.5.5 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
- 14.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 14.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 14 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.
- 14.7 This clause 14 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.

15 Future Mortgagee

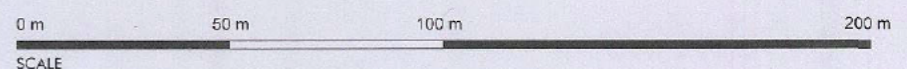
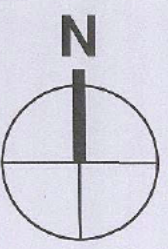
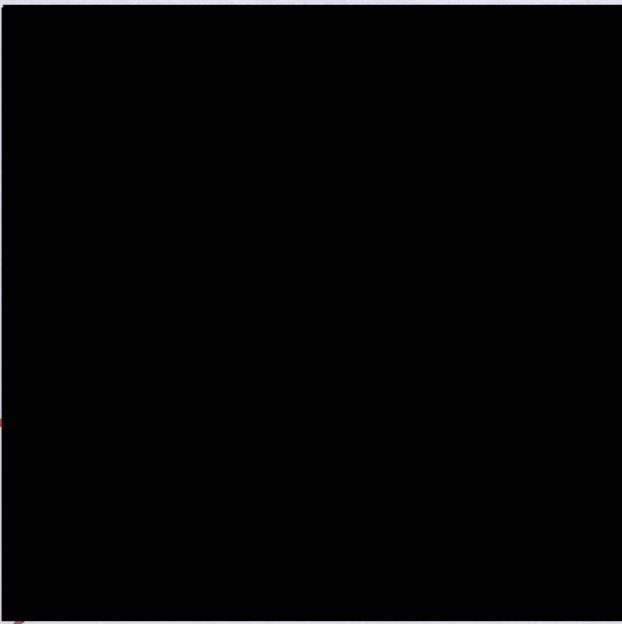
A Mortgagee with a charge over the Land created after the date of this Agreement shall have no liability under this Agreement unless the Mortgagee becomes a successor in title or a mortgagee in possession of the Land or any part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

16 Jurisdiction

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 agreement as a deed and it is delivered on the day and year before written

**Schedule 1
Site Plan – the Land**



Client: Kier Group		Drawing Title: Location Plan			
Project: Land South of Saffron Walden		Scale: 1:1250 @ A2	Revision	Drawn	Checked
			B	RB	JH
			C	MP	JH
			D	MP	JH
					Date
					12.07.23
					17.11.23
					29.11.23



Project No	Class	Dwg No	Status	Rev
3119	A	1000	PR	D

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Schedule 2
(Obligations entered into with UDC)

Part 1 – Affordable Housing

- 1 To construct the Affordable Housing Units on the Affordable Housing Land in accordance with the approved Affordable Housing Scheme or such other plan as may be agreed with UDC from time to time.
- 2 The Affordable Housing Units shall comprise at least 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%.
- 3 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%.
- 4 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.
- 5 Prior to the Occupation of the first (1st) Open Market Housing Unit in each part of the Development where a reserved matter approval is obtained (or in the alternative, at the Owner's election, prior to the Occupation of the first (1st) Open Market Housing Unit in respect of the whole Development) 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 or leasehold estate to the Approved Body and FOR THE AVOIDANCE OF DOUBT the Owner may complete a binding agreement with an Approved Body for the completion and transfer of the Affordable Housing Units and Affordable Housing Land as a freehold estate or leasehold estate to the Approved Body within the entire Development or from time to time for each part of the Development where a reserved matter approval is obtained as the Owner wishes.
- 6 Not to carry out any development authorised by a Reserved Matters Approval:
 - (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 PROVIDED THAT such approval shall include Reserved Matters Approval where the application for such approval includes such a plan; or
 - (b) other than in accordance with the plan approved for the purposes of paragraph 6(a).
- 7 Prior to the Occupation of 75% of the Open Market Housing Units to be constructed in accordance with the Permission the Affordable Housing Units shall be substantially completed and ready for Occupation and transferred to an Approved Body as a

freehold estate or leasehold estate (if not already transferred in accordance with paragraph 5 above)

- 8 After the substantial completion of any of the Affordable Housing Units, no Affordable Housing Unit shall be Occupied unless there is compliance with the following paragraphs 8.1 to 8.6:
 - 8.1 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;
 - 8.1.1 Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of an Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved Body will give notice thereof to UDC as regards the Affordable Rented Unit and the Shared Ownership Unit;
 - 8.1.2 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 8.1.1 of this Schedule as regards an Affordable Rented Unit UDC will give details of the Nominated Person for each Affordable Rented Unit to the Approved Body;
 - 8.1.3 Upon receiving details of the Nominated Person under the provisions of paragraph 8.1.2 of Part 1 of this Schedule from UDC the 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
 - 8.2 If UDC fails to give details of a Nominated Person under the provisions of paragraph 8.1.2 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.
 - 8.3 Where UDC fails to give details of a Nominated Person under the provisions of paragraph 8.1.2 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 8.2 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.
 - 8.4 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 8.1 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.

- 8.5 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.
- 8.6 To procure that the Approved Body will not:
- 8.6.1 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) 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 agreement;
- 8.6.2 sell let or dispose of (except by way of legal charge) 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 8.1 to 8.5 of Part 1 of this Schedule 2.
- 8.7 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.
- 8.8 For the purposes of this paragraph the expression "Mortgagee" shall mean any holder of a mortgage secured upon the Affordable Housing Units and/or the Affordable Housing Land
- 8.8.1 To procure that a Mortgagee or a receiver appointed by a Mortgagee may exercise its power of sale of the Affordable Housing Units (or any of them) subject to the provisions of the Housing and Regeneration Act 2008 and paragraph 8.10 below provided that a Mortgagee shall first give opportunity for:-
- (i) an Approved Body to purchase the Affordable Housing Land and Affordable Housing Units erected thereon and have given written notice to UDC at the start of the said period of the name and address of the Approved Body that has been given the opportunity (such purchase to be subject to the provisions of Part 1 of Schedule 2 of this agreement) for a period of one month; and
 - (ii) UDC to purchase the Affordable Housing Land and Affordable Housing Units erected thereon for a further period of two months; and
 - (iii) on expiration of both periods referred to above the Mortgagee may dispose of such part of the Affordable Housing Land and Affordable Housing Units erected thereon free from the provisions of this Schedule 2 to the extent necessary to satisfy the sum outstanding under the mortgage but the remaining part of the Affordable Housing Land and

- Affordable Housing Units erected thereon shall remain subject to the provisions of this Schedule 2 and may only be sold subject to those provisions.
- 8.9 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 8.7. above) in respect of such other provider.
- 8.10 Without prejudice to the provisions of Part 1 of this Schedule, the Parties agree that this Agreement does not prevent the delivery of additional Housing Units pursuant to the Planning Permission as Affordable Housing unsecured by this Agreement 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

Public Open Space and Public Open Space Maintenance Contribution

- 1 Prior to Implementation of the Development to submit the Public Open Space Scheme and Public Open Space Management Plan to UDC for approval and not to allow or permit the first Occupation of the Development until the Public Open Space Scheme and Public Open Space Management Plan has been submitted to and approved in writing by UDC.
- 2 To provide the Public Open Space in accordance with the approved Public Open Space Scheme and Public Open Space Management Plan.
- 3 Prior to the Occupation of more than 70% of the Open Market Housing Units in any phase of the Development the Owner shall apply for the Provisional Certificate from UDC in that phase and shall not cause or permit Occupation of more than 70% of the Open Market Housing Units in that phase until a Provisional Certificate for all of the Public Open Space in that phase has been issued by UDC.

Provisional Certificate

- 4 After the Public Open Space (or part/phase thereof) has been provided and laid out and landscaped in accordance with the Public Open Space Scheme to apply to UDC in writing requesting issue of the Provisional Certificate and for the avoidance of doubt Provisional Certificates may be issued for the whole of the Public Open Space or in relation to parts/phases of Public Open Space as they are provided and laid out.
- 5 Within twenty (20) Working Days after a first inspection of the Public Open Space (or part/phase thereof) by UDC, if it considers that the Public Open Space (or part/phase thereof) has not been provided laid out and landscaped satisfactorily in accordance with the Public Open Space Scheme, UDC shall provide the Owner with details of any defects and the Owner shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by UDC to bring the Open

Space (or part/phase thereof) up to the standard required by the Public Open Space Scheme and the procedures referred to in paragraphs 2 and 3 of Part 4 of this Schedule shall be repeated as often as necessary until the Provisional Certificate is issued, save that the UDC 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 UDC and within ten (10) Working Days of deemed approval UDC shall provide the Provisional Certificate to the Owner.

- 6 From the date of issue of the Provisional Certificate for the Public Open Space (or part/phase thereof) the Owner shall make the Public Open Space (or part/phase thereof) and all the facilities on the Public Open Space (or part/phase thereof) 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:
- 7 From the date of issue of the Provisional Certificate for the Public Open Space (or part/phase thereof) the Owner covenant:
 - (a) 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 Owner may grant such rights to any statutory undertaker as the Owner considers necessary on under or over the Public Open Space; and
 - (b) to manage and maintain the Public Open Space during the Public Open Space Maintenance Period (including maintenance of all soft and hard landscaping built features lighting drainage and any other features on the Open Space) and to make good to the reasonable satisfaction of UDC any damage or defects in the Open Space arising during the Public Open Space Maintenance Period

Final Certificate

- (c) At the expiration of the Public Open Space Maintenance Period to apply to UDC for the issue of the Final Certificate for the Public Open Space (or part/phase thereof).
- (d) If after inspection of the Public Open Space (or part/phase thereof) by UDC (acting reasonably) it considers that the Public Open Space (or part/phase thereof) has not been maintained satisfactorily in accordance with the Public Open Space Scheme and Public Open Space Management Plan the Owner shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by UDC to bring the Public Open Space (or part/phase thereof) up to the standard required by the Public Open Space Scheme and Public Open Space Management Plan and this procedure shall be repeated as often as necessary until the Final Certificate is issued provided always that any dispute may be referred to the Expert in accordance with the provisions of cl 15.

Transfer of Open Space

- 8 Three (3) months prior to completion of the Public Open Space Maintenance Period (being the final Public Open Space Maintenance Period if the Public Open space is provided in parts or phases) the Owner shall provide to UDC its calculation of the Public Open Space Maintenance Contribution such calculation to be agreed between the Owner and UDC.
- 9 Following the agreement required by paragraph 8, the Owner shall either elect to transfer the Public Open Space to a Management Company in accordance with paragraphs 11 and 12 below or offer to transfer the Public Open Space to the Parish Council at a sum to be proposed by the Owner ('the Offer'). The Owners shall make the Offer prior to completion of the Public Open Space Maintenance Period (being the final Public Open Space Maintenance Period if the Public Open space is provided in parts or phases) and the Parish Council shall confirm in writing whether it accepts the Offer within 28 Working Days of receipt 'the Acceptance Period'.
- 10 If the Parish Council confirms in writing that it accepts the Offer within the Acceptance Period the Owner shall transfer to the Parish Council the Public Open Space (save for any parts of the Public Open Space required for access to the Land) within 3 (three) months of the issue of the Final Certificate (being the final Public Open Space Maintenance Period if the Public Open space is provided in parts or phases) in accordance with the terms of this Deed and shall pay the Public Open Space Commuted Sum to the Parish Council upon completion of the transfer of the Public Open Space to the Parish Council.
- 11 If the Parish Council confirms in writing that it does not accept the Offer or fails to respond to the Offer within the Acceptance Period the Owner shall transfer the Public Open Space (save for any parts of the Public Open Space required for access to the Land) to the Management Company in accordance with the terms of this Deed and for the avoidance of doubt the Public Open Space Commuted Sum shall not be payable.
- 12 In the event that the circumstances pursuant to paragraph 11 occur, the Owner shall prior to the transfer of the Public Open Space (save for any parts of the Public Open Space required for access to the Land) to a Management Company submit details of the Management Company to UDC for approval in writing and shall not transfer the Public Open Space to the Management Company until the details of the Management Company have been approved by UDC in writing such approval or reasons why the approval is not given to be issued by UDC within twenty (20) Working Days of submission of the details and if the Council fails to respond within twenty (20) Working Days then such approval shall be deemed to have been given.
- 13 The details of any Management Company referred to in paragraph 12 above shall include (where applicable):
- (a) its corporate structure
 - (b) its registered office and correspondence address

- (c) its directors and officers (where known)
 - (d) 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.
 - (e) Details of insurances as shall be appropriate in respect of the use of the Public Open Space managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against.
- 14 After UDC has issued the Final Certificate for the Public Open Space, to transfer the Public Open Space to the Management Company.
- 15 Any transfer the Public Open Space to the Management Company or the Parish Council shall be free of incumbrances (other than as set out below) but for the avoidance of doubt the transfer shall:
- (a) be a transfer of the entire freehold interest of the Public Open Space and LAP and the (SAVE FOR any part of the Public Open Space required by the Owner for access to any part of the Land at the Owners' absolute discretion);
 - (b) be free from any pre-emption or option agreement;
 - (c) be free from any mortgage, charge, lien or other such incumbrance;
 - (d) include all usual and necessary rights of way with or without vehicles;
 - (e) be subject to rights of access to the public in perpetuity;
 - (f) reserve any usual and necessary rights to use existing services and to lay and use new roads and services together with any rights of entry to inspect, repair, renew, cleanse and maintain the same along with rights of entry for maintenance and repair of adjoining land and premises;
 - (g) not require consideration in excess of one pound (£1);
 - (h) contain covenants in favour of UDC and pursuant to Section 33 of the Local Government (Miscellaneous provisions) Act 1982 to the effect that the Management Company or Parish Council as the case may be shall maintain, repair, replace as necessary and generally manage the Public Open Space and LAP in strict accordance with the Public Open Space Management Scheme and the principles of good estate management to the intent that the Public Open Space and LAP remains fit for purpose and available for safe use by the public in perpetuity;
 - (i) include provisions securing the sole use of the Public Open Space (including the LAP) for the recreational enjoyment of the public as amenity open space; and

- (j) include a declaration that no area of the Public Open Space (including the LAP) is dedicated as public highway or public footpaths other than those public footpaths already existing that are been retained on the Land nor that any use by the public of any part of the Public Open Space (including the LAP) shall be taken in any way as an intention by the Owner to dedicate the same as highway.
- 16 The Owner further covenants that they shall continue to maintain the Public Open Space in a clean and tidy condition until the transfer to the Management Company or the Parish Council has been completed.
- 17 The Owner covenants as follows:
- 17.1 Prior to 90% Occupation of the Development or no more than 12 (twelve) months following the issue of the Final Certificate by UDC (whichever is the earliest):
- (a) the Owner shall transfer the Public Open Space to the Management Company; and
 - (b) 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
 - (c) To provide to UDC a copy of the transfer for the Public Open Space to the Management Company within 28 days following completion of the transfer.
- 18 The Owner further covenants:
- (a) Subject to the provisions of this clause below the obligations relating to the open space provisions contained in this Part 3 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
 - (b) Where the Public Open Space is transferred to the Management Company each owner occupier or of any Dwelling (or in the case of an Affordable Rented Unit and a Shared Ownership Unit the Registered Provider) or their mortgagees or chargees or their respective successors in title shall be liable for a proportionate sum of the total annual cost of carrying out the Management Company Responsibilities and associated costs which may be attributable to that residential plot (such proportionate amount to be calculated as a ratio of that residential plot area to the total aggregated residential plot areas permitted by the Permission); and
 - (c) Pursuant to sub-paragraph 18b 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 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 Permission); and

- (d) For the avoidance of doubt each liability of the Owner pursuant to subparagraph 18c above in respect of any Open Market Housing Unit that has not been subject to a first sale or first occupation or first letting following transfer of the Public Open Space to the Management Company shall cease absolutely upon the first sale or first occupation or first letting of each such residential plot; and
- (e) Procure that upon any sale lease or transfer of title of any Dwelling that a suitable covenant supported by restriction is entered on the Proprietorship Register at HMLR of every 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] or its conveyancer that the provisions of clause [] of the transfer dated [] and made between [] have been complied with'.

Part 3 Healthcare Contribution

- 1 Prior to Occupation of the 15th Dwelling of the Development the Owner shall pay Healthcare Contribution to UDC.

Schedule 3

Part 1 – (Obligations entered into by UDC)

- 1 To use or ensure the use of the Contributions (if paid) for the purposes set out in Schedule 2 and if after the fifteenth (15th) anniversary of the payment of the Contributions but no later than one (1) year thereafter there remains any sum unused for the said purposes, the Owner or the party who made the payment may make a request in writing for the repayment of the unused sum together with all interest accrued and this unused sum and any interest accrued shall be repaid by UDC to the Owner or the party who made the payment within 21 days of making the request PROVIDED THAT where at the said anniversary any legally binding contract has been entered into in respect of the aid purposes the date for calculation of and repayment of any unexpended part of the Contributions (together with Interest as provided herein) shall be deemed to be extended until such time as final payment is made under such contract or contracts.

Schedule 4– Owner Covenants to the County Council

Part 1– Education Contribution

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

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

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

Early Years and Childcare Purposes means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within a 3 mile radius of the Development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution;

Education Contribution means the Early Years and Childcare Contribution;

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

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

Education Purposes means, the Early Years and Childcare Purposes;

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

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

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

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

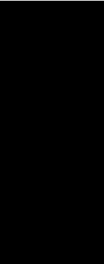
Qualifying Housing Units means the Qualifying Houses and Qualifying Flats;

Relevant Education Indexation means the amounts that the Owner shall pay with and/or agree in addition to each part of the Education Contribution paid that shall in

each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change in the Education Index between the Education Index Point pertaining to January 2023 and Education Index Point pertaining to the date payment is made to the County Council;

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.

- 1 The Owner hereby covenants with the County Council:
 - 1.1 to pay one hundred percent (100%) of the Education Contribution to the County Council prior to Implementation of Development and not to cause allow or permit Implementation of Development unless and until one hundred percent (100%) the Education Contribution has been paid to the County Council in full;

 In the event that the Education Contribution is paid later than dates set out in paragraph 1.1.1 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 payment is due and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date of payment is due until the date payment of the Education Contribution is received by the County Council; and
 - 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 Deed should not be received by the County Council by the date that the sum is due then the Owner hereby covenant to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.
 - 1.4 The notice of Implementation shall in addition to that information stipulated in clause 7.3.1 to this Agreement state the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to the County Council then the Owner shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owner fails to serve any notice set out in clause 7.3 of this Agreement the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.
 - 1.5 The Payment Notice stipulated in clause 7.3.2 to this Agreement shall state the Unit Mix on which the payment is to be based.
 - 1.6 The Completion Notice stipulated in clause 7.3.3 to this Agreement shall state the final Unit Mix.

- 2 The County Council covenants with the Owner as follows:
 - 2.1 To place the Education Contribution when received into an interest-bearing account and to utilise the same solely for the Education Purposes.
 - 2.2 If requested in writing by the Owner no sooner than the tenth (10th) anniversary of the date that the Education Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Education Contribution any part of the Education Contribution that remains unexpended when the Education Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Early Years and Child Care Purposes the unexpended part of the Education Contribution shall not be repaid until such payment is made and the unexpended part of the Education Contribution to be repaid shall not include such payment.
 - 2.3 Upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Education Contribution in full the County Council shall provide the Owner with a statement confirming whether the Education Contribution has been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contribution has in whole or in part been spent.
- 3 It is hereby agreed and declared:
 - 3.1 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 covenants to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution.
 - 3.2 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 2.3 and shall clearly state the grounds on which the expenditure is disputed.
 - 3.3 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 2.2 above or no valid dispute is raised by the Owner pursuant to paragraph 3.4 the Owner shall accept the Education Contribution has been spent in full on Education Purposes as appropriate.
 - 3.4 In the event that the Education Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part, if in good faith the County Council have spent the Early Years and Child Care Contribution or have entered into a legally binding contract or obligation to spend Education Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Land or at such earlier time as the County Council shall determine

return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.

Part 2– Library Contribution

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;

Library Contribution Purposes means the use of the Library Upgrade Contribution towards the upgrading of existing facilities at local Libraries to include, but not limited to, additional furniture, technology and stock;

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

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

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

- 1 The Owner hereby covenants with the Council and the County Council so as to bind their interest in the Land as follows:
 - 1.1 to pay the Library Contribution to the County Council prior to Implementation of the Development not to Implement or cause or allow or permit Implementation of the Development unless and until the Library Contribution has been paid to the County Council in full.
 - 1.2 In the event that the Library Contribution is paid later than dates set out in paragraph 1.1 of this Part 2, Schedule 4 then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to the County Council multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council; and
 - 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 Deed should not be

received by the County Council by the date that the sum is due then the Owner hereby covenant to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.

- 2 The County Council hereby covenants with the Owner as follows:
 - 2.1 to place the Library Contribution when received into an interest-bearing account and to utilise the same for the Library Contribution Purposes;
 - 2.2 If requested in writing by the Owner no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Library Contribution Purposes the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment
 - 2.3 Upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Library Contribution in full the County Council shall provide the Owner with a statement confirming whether the Library Contribution have been spent and if the Library Contribution has been spent in whole or in part outlining how the Library Contribution have in whole or in part been spent.
- 3 It is hereby agreed and declared:
 - 3.1 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Library Contribution or part thereof paid was based the Owner hereby covenant to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Library Contribution;
 - 3.2 Any dispute in relation to how the Library Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 2.3 and shall clearly state the grounds on which the expenditure is disputed;
 - 3.3 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 3.1 above or no valid dispute is raised by the Owner pursuant to paragraph 3.2 the Owner shall accept the Library Contribution has been spent in full on the Library Contribution Purposes as appropriate; and

- 3.4 In the event that the Library Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Land or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.

Schedule 5 – Highway Obligations to the County Council

Part 1 – Residential Travel Information Pack

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

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

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

- 1 The Owner further hereby covenants with the County Council:
- 1.1 to submit a draft Residential Travel Information Pack (including Travel Vouchers) to the County for written approval prior to first Occupation of a Dwelling and not to cause or allow first Occupation of any Dwelling unless and until the Travel Information Pack (including Travel Vouchers) being submitted to and approved in writing by the County Council; and

- 1.2 to provide the first occupier of each Dwelling with an approved 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 Travel Information Pack and Travel Voucher at the expense of the Owner.

Part 2 – Sustainable Transport Contribution

Relevant Sustainable Transport Indexation means the amount that the Owner shall pay with and in addition to the Sustainable Transport Contribution paid that shall equal a sum calculated by taking the amount of the Sustainable Transport Contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Transport Index between the Sustainable Transport Index Point pertaining to March 2024 and the Sustainable Transport Index Point pertaining to the date the payment is made to the County Council;

Sustainable Transport Contribution means the sum of £145,000 (one hundred and forty-five thousand pounds sterling) payable to the County Council to which sum the Relevant Sustainable Transport Indexation shall be added;

Sustainable Transport Contribution Purposes means the use of the Sustainable Transport Contribution towards bus services between the site, Saffron Walden Town Centre and Audley End station and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Sustainable Transport Contribution

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

Sustainable Transport Index Point means a point shown on the Sustainable Transport Index indicating a relative cost at a point in time².

- 1 The Owner hereby covenants with the County Council:
 - 1.1 to pay the Sustainable Transport Contribution to the County Council prior to first Occupation of any Dwellings on the Development and not to cause permit or allow first Occupation of any Dwellings on the Development unless and until the Sustainable Transport Contribution has been paid to the County Council in full (100%);
 - 1.2 In the event that the Sustainable Transport Contribution is paid later than dates set out in paragraph 1.1 above of this Schedule then the amount of the Sustainable Transport 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 Sustainable Transport Index between the Sustainable Transport Index Point prevailing at the date the payment is due and the Sustainable Transport Index Point prevailing at the date of actual payment to the County Council multiplied by the Sustainable Transport Contribution due or if greater an amount pertaining to interest on the Sustainable Transport Contribution (or the part thereof) due calculated at the SONIA Rate from the

date that the payment is due until the date payment of the Sustainable Transport Contribution is received by the County Council; and

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 County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.

2 The County Council hereby covenants with the Owner to:

2.1 place the Sustainable Transport Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the Sustainable Transport Contribution Purposes;

2.2 upon receipt of a request in writing to do so to be received by the County Council from the Owner no sooner than the tenth (10th) anniversary of receipt of the Sustainable Transport Contribution in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Sustainable Transport Contribution or any part of the Sustainable Transport Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the County Council prior to the tenth (10th) anniversary of receipt of the Sustainable Transport Contribution in full to make a payment in respect of the Sustainable Transport Contribution Purposes the unexpended part of the Sustainable Transport Contribution shall not be repaid until such payment is made and the unexpended part of the Sustainable Transport Contribution to be repaid (if any) shall not include such payment; and

2.3 That upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Sustainable Transport Contribution in full the County Council shall provide the Owner with a statement confirming whether the Sustainable Transport Contribution has been spent and if the Sustainable Transport Contribution has been spent in whole or in part outlining how the Sustainable Transport Contribution has in whole or in part been spent.

3 It is hereby agreed that:

3.1 Any dispute in relation to how the Sustainable Transport Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in 2.3 above and shall clearly state the grounds on which it is disputed;

3.2 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 2.2 above or no valid dispute is raised by the Owner pursuant to paragraph 3.1 the Owner shall accept the Sustainable Transport Contribution has been spent in full on the Sustainable Transport Contribution Purpose as appropriate;

- 3.3 The County Council may utilise up to two percent (2%) of the total amount of the Sustainable Transport Contribution due under this Agreement to a maximum of Two Thousand Six Hundred and Forty Five Pounds (£2,645) 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 Sustainable Transport Contribution Purposes;
- 3.4 In the event the Sustainable Transport Contribution that is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Sustainable Transport Contribution or have entered into a legally binding contract or obligation to spend the Sustainable Transport Contribution otherwise the County Council shall upon the Occupation of the final Unit on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.

Part 3 – Bus Infrastructure Contribution

Bus Infrastructure Contribution means the sum of £32,690 (thirty-two thousand six hundred and ninety pounds sterling) to which sum the Relevant Highway Indexation shall be added;

Bus Infrastructure Contribution Purposes means the use of the Bus Infrastructure Contribution towards extending bus services into the Knight Retail Park by providing additional bus stops to serve the Development and or in the event that the the extension of bus services to the Knight Retail Park is not delivered the Bus Infrastructure Contribution shall be used towards the cost of providing real-time passenger information displays (including maintenance and energy costs) at the 2 existing bus stops nearest to the Development; and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Bus Infrastructure Contribution;

Highway Index means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

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

Relevant Highway Indexation means the amount that the Owner shall pay with and in addition to the Bus Infrastructure Contribution paid that shall equal a sum calculated by taking the amount of the Bus Infrastructure Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Highway Index Point pertaining to March 2024 and the Highway Index Point pertaining to the date the payment is made to the County Council.

- 1 The Owner hereby covenants with the County Council :
 - 1.1 to pay the Bus Infrastructure Contributions to the County Council prior to Implementation the Development and not to allow cause or permit Implementation of the Development unless and until the Bus Infrastructure Contributions have been paid to the County Council in full.
 - 1.2 In the event that the Bus Infrastructure Contribution are paid later than dates set out in paragraph 1 above of this Part 3 of this Schedule 5 then the amount of each of the Bus Infrastructure 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 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 multiplied by each of the Bus Infrastructure Contributions due or if greater an amount pertaining to interest on each of the Bus Infrastructure 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;
 - 1.3 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 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) for each and every letter sent to the Owner pursuant to the debt.
 - 1.4 In the event that each of the Bus Infrastructure Contributions are overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Bus Infrastructure Contributions or have entered into a legally binding contract or obligation to spend the Bus Infrastructure Contributions otherwise the County Council shall upon the Occupation of the final Dwelling on the Land or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.
- 2 the County Council hereby covenants with the Owner to:
 - 2.1 place the Bus Infrastructure Contribution when received into an interest-bearing account with a clearing bank and to utilise each of the Bus Infrastructure Contribution for their respective purposes;
 - 2.2 upon receipt of a request in writing to do so to be received by the County Council from the Owner no sooner than the tenth (10th) anniversary of receipt of the Bus Infrastructure Contribution in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Bus Infrastructure Contribution or

any part of the Bus Infrastructure Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the County Council prior to the tenth (10th) anniversary of receipt of the Bus Infrastructure Contribution in full to make a payment in respect of each of the Bus Infrastructure Contribution purposes the unexpended part of the Bus Infrastructure Contribution shall not be repaid until such payment is made and the unexpended part of the Bus Infrastructure Contribution to be repaid (if any) shall not include such payment; and

- 2.3 That upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Bus Infrastructure Contribution in full the County Council shall provide the Owner with a statement confirming whether the Bus Infrastructure Contribution have been spent and if the Bus Infrastructure Contribution has been spent in whole or in part outlining how the Bus Infrastructure Contribution have in whole or in part been spent.
- 3 It is hereby agreed that:
- 3.1 Any dispute in relation to how the Bus Infrastructure Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in 2.3 above and shall clearly state the grounds on which it is disputed. If no written request is received by the County Council or no valid dispute is raised, the Owner shall accept that the Bus Infrastructure Contribution have been spent on the appropriate Purposes.
- 3.2 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 3.2 above or no valid dispute is raised by the Owner pursuant to paragraph 4.1 the Owner shall accept the Bus Infrastructure Contribution has been spent in full on the Bus Infrastructure Contribution Purposes as appropriate;
- 3.3 In the event that the Bus Infrastructure Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Bus Infrastructure Contribution or have entered into a legally binding contract or obligation to spend the Bus Infrastructure Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment; and
- 3.4 The County Council may utilise up to two percent (2%) of the total amount of the Bus Infrastructure Contribution due under this Agreement to a maximum of Two Thousand Six Hundred and Forty-Five Pounds (£2,645) plus the Relevant Highway 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 Infrastructure Contribution Purposes.

Schedule 6 Band Criteria

BAND A

Applicants meet at least one of the following criteria

- 1 Accepted Homeless in severe need
 - (a) Critical Medical/Welfare award – to include emergency situations
 - (b) Relationship breakdowns in council properties where applicants are under-occupying but have been assessed as having housing need within Uttlesford
 - (c) Successor tenants in council properties where applicants are under-occupying
 - (d) 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
 - (e) 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
 - (f) Uttlesford Council tenants, or tenants in RP property where the Council will receive the nomination, who are currently in accommodation larger than their needs (Uttlesford tenants may be eligible for removal expenses grant see paragraph 9.21 below)
 - (g) 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

- (a) 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)
- (b) Overcrowding in permanent social housing within Uttlesford
- (c) Accepted homeless cases who meet the Allocation's Policy eligibility criteria

- (d) 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
- (e) 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.
- (f) 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.
- (g) An improvement notice has been, or is about to be, served in relation to the applicant's dwelling and :-
 - (i) The remedies that are needed to reduce the hazard will require the property to be vacated for a significant period of time
 - (ii) The cost of the remedies are beyond the means of the applicant (where applicable)
 - (iii) The remedies will make the property unsuitable for occupation by the applicant
- (h) 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

- (a) Moderate medical/welfare award
- (b) Notice of Seeking Possession
- (c) Assessed as being at risk of homelessness within 56 days
- (d) 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
- (e) Applicants who are owed the relief duty under the Homelessness Reduction Act 2017 but who are likely to be intentionally homeless
- (f) Applicants who following a homelessness application have been deemed by the council to be in priority need but intentionally homeless

- (g) No fixed abode
- (h) Overcrowded in private rented accommodation or social housing outside Uttlesford
- (i) Fixed term licensees
- (j) Shared facilities – not generally applicable for single applicants under 35yrs
- (k) Lacking facilities
- (l) 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

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

- (a) Caravan or mobile home but no housing need
- (b) Tied accommodation but no housing need
- (c) Applicants who live in a property that is adequate to meet their needs in terms of property type, size and facilities.
- (d) In prison

- (e) 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.
- (f) 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.

Appendix A – UDC'S Allocation Policy