

DATED

2022

- (1) **WYCHAVON DISTRICT COUNCIL**
- (2) **JAMES HENRY TEMPEST BOUSKELL
and MARK JONATHAN MUSGRAVE**
- (3) **WORCESTERSHIRE COUNTY COUNCIL**

SECTION 106 AGREEMENT

Under Section 106 of the Town and Country Planning Act
1990 (as amended) relating to land at Land At (Os 8894
6544) Kidderminster Road, Hampton Lovett, North of
Droitwich Spa, Worcestershire

**M Patel
Director of Legal and Governance
Civic Centre
Queen Elizabeth Drive
Persnore
Worcestershire
WR10 1PT**

2022 - xxxx

	<p>avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;</p>
<p>"Affordable Housing"</p>	<p>means housing of a kind which (having regard to its rent or other consideration) is suitable for occupation by people who are in need of such housing because of their limited means and who are unable to access private rented/owner occupier accommodation on the open market at a cost low enough for them to afford determined with regard to local incomes and local house prices and shall comprise</p> <p>73% (seventy three percent) Social Rented Units; and</p> <p>27% (twenty seven percent) First Homes;</p> <p>PROVIDED THAT should the Owners at the reserved matters stage be granted approval by the Council for less than the maximum number of Dwellings permitted by the Planning Permission and Paragraph 65 of the National Planning Policy Framework July 2021 ("the Framework") (or any replacement to this Framework current at the date of this Deed) applies then the percentage Social Rented Units and First Homes shall be adjusted proportionately to ensure that a minimum 10% of the Affordable Housing Dwellings shall constitute affordable home ownership in accordance with Paragraph 65 of the Framework;</p>
<p>"Affordable Housing Dwellings"</p>	<p>means 40% of the total Dwellings and their plots and allocated parking spaces/garages to be constructed upon the Land to be provided as Affordable Housing in accordance with the</p>

	Affordable Housing Scheme and the provisions of Schedule 1 to this Deed;
"Affordable Housing Scheme"	means a scheme to be submitted to the Council in writing for approval by the Council prior to Commencement of Development setting out the number, location, size, tenure(s), specification and timing of the Affordable Housing Dwellings to be constructed on the Land such scheme to be in accordance with the definition of Affordable Housing and the provisions of Schedule 1;
"Appeal"	means the planning appeal submitted to the Secretary of State under reference; APP/H1840/W/22/3305934 against the Council's non determination of the Application;
"the Application"	means the outline planning application validated by the Council on 03/02/2022 under Council Reference No; W/22/00201/OUT for the erection of up to 102 dwellings, new vehicular and pedestrian access, and associated works. All matters reserved except for access;
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Biodiversity Net Gain"	means the Development that leaves biodiversity in a better state than before" and "an approach where the Owners shall work with local governments wildlife groups and other stakeholders to support their priorities for nature conservation to ensure a net increase in biodiversity shall be provided over the Land to mitigate the adverse effects arising from the Development whereby specific, quantifiable outcome of project activities that deliver demonstrable benefits for biodiversity compared to the baseline situation including but not limited

	to any arrangements to ensure protected species and existing habitats are conserved and enhanced and any landscaping arrangements maintenance arrangements and arrangements for permitting access and use to be provided in accordance with the provisions of Schedule 7 of this Deed;
"Biodiversity Net Gain Management Plan"	shall mean proposals for the management and maintenance of the Biodiversity Net Gain over the Land to comply with The British Standard BS8683:2021 for process for designing and implementing Biodiversity Net Gain including details and timings of delivery and of the maintenance and management thereof and such proposals may be amended by approval by the Council in writing (such approval not to be unreasonably withheld or delayed); which proposals may be included within the LEMP
"Bus Infrastructure Contribution"	means £360,000 (three hundred and sixty thousand pounds) to be payable in accordance with the provisions of Schedule 7 to this Deed;
"Commencement of Development"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined by Sections 56 (4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance (other than demolition), archaeological excavations, investigations for the purposes of assessing ground conditions, remedial work in respect of contamination or other adverse ground conditions, erection of any temporary means of enclosure and the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly
"the Community Transport Contribution"	means £4,536 (four thousand five hundred and thirty six pounds) to be payable in accordance with the provisions of Schedule 8 to this Deed;
"Completed"	means practical completion of the construction of any Dwelling or Dwellings which shall be deemed to have occurred upon the first of the following to occur:

	<p>(i) the issue of a cover note by the National House Building Council (NHBC) or equivalent issued by any other reputable warranty provider in respect of such Dwelling or Dwellings or in the alternative;</p> <p>(ii) when the Council's building control consultancy or an approved inspector has certified that such Dwelling or Dwellings are practically complete or has issued a building control inspection certificate;</p> <p>and "Completion" shall be construed accordingly;</p>
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Part B of Schedule 1 applies the Eligibility Criteria (Local) in the form of the draft at Appendix B
"the Council Contributions"	means the following contributions to be paid to the Council; <ul style="list-style-type: none"> i) Healthcare Contribution ii) Off Site Formal Pitches Contribution iii) Off Site Formal Sports and Leisure Contribution; and iv) Off Site Public Open Space Contribution (if payable pursuant to Schedule 5);
"the County Contributions"	means the following contributions to be paid to the County Council; <ul style="list-style-type: none"> i) Bus Infrastructure Contribution ii) Community Transport Contribution iii) Education Contribution;
"the Council"	means Wychavon District Council or any successor to its statutory functions;
"the County Council"	means Worcestershire County Council or any successor to its statutory functions;
"the Development"	means and the erection of up to 102 dwellings (40% affordable housing) alongside a new

	vehicular and pedestrian access, and associated works (with all matters reserved except for access), pursuant to the Planning Permission;
"Development Standard"	<p>means a standard to fully comply with the following:-</p> <p>(a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015</p> <p>(b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time</p> <p>(c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited</p> <p>(d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)</p> <p>and the same may be amended by written agreement of the Parties in accordance with paragraph 5.1 of Part B of Schedule 1;</p>
"Disposal"	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:</p> <p>(a) a letting or sub-letting in accordance with paragraph 7 of Part B of Schedule 1;</p> <p>(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation</p>

	<p>except where the transfer is to a First Homes Owner;</p> <p>(c) an Exempt Disposal;</p> <p>and "Disposed" and "Disposing" shall be construed accordingly;</p>
"Dwelling"	<p>means a residential unit permitted to be constructed on the Land pursuant to the Planning Permission and "Dwellings" shall mean more than one Dwelling and which for the avoidance of doubt shall include the Affordable Housing Dwellings;</p>
"Education Contribution"	<p>means such contribution calculated in accordance with the formulae below for each phase of education up to a maximum sum of £1,122,910 (one million one hundred and twenty-two thousand nine hundred and ten pounds), to be applied in accordance with the provisions of Schedule 9 to this Deed;</p> <p>First Phase -</p> <p>(The Total Number of Relevant Dwellings X Primary Phase Pupil Yield (0.05 pupils per year group) per Relevant Dwelling X 5Year Groups X Percentage of Children without an Education and Health Care Plan (EHCP)) (Rounded up to the nearest Integer) X Cost per Pupil</p> <p>(Maximum of 102 X 0.05 X 5 X 0.97) (rounded up to the nearest integer) X £18,062</p> <p>High Phase:</p> <p>(The Total Number of Relevant Dwellings X Secondary Pupil Yield (0.04 pupils per year group) per Relevant Dwelling X 5 Secondary Year Groups X Percentage of Children without an Education Health Care Plan (EHCP)) (Rounded up to the nearest Integer) X Cost per Pupil</p>

	<p>(Maximum of 102 X 0.04 X 5 X 0.97) (rounded up to a whole number) X £24,963</p> <p>SEND Phase</p> <p>Step One: (The Total Number of Relevant Dwellings X Primary Pupil Yield per Relevant Dwelling X 5 Primary Year Groups X Percentage of Children with an Education and Health Care Plan (EHCP)) (Rounded to the nearest Integer) X Cost per Pupil X 4</p> <p>(Maximum of 102 X 0.05 X 5 X 0.03) (rounded to the nearest Integer) X £18,062 X 4</p> <p>Step two: (The Total Number of Relevant Dwellings X Secondary Pupil Yield per Relevant Dwelling X 5 Secondary Year Groups X Percentage of Children with an Education and Health Care Plan (EHCP)) (Rounded to the nearest Integer) X Cost per Pupil X 4</p> <p>(Maximum of 102 X 0.04 X 6 X 0.03) (rounded to the nearest Integer) X £24,963 X 4</p> <p>Step three: Combine the Step one and Step two SEND contribution totals</p> <p>Step 1 + Step 2 = Total SEND Contribution</p>
<p>“Education Monitoring Fee”</p>	<p>means the sum of £1,910 (one thousand nine hundred and ten pounds) paid to the County Council for the purposes of monitoring and supervising compliance with the education obligations contained in this Deed</p>
<p>“Education Purposes”</p>	<p>means the following purposes:</p> <p>i) the provision by the County Council (but not exclusively so) of education facilities and improvement which may include inter alia, a</p>

	<p>new school and/or additional classrooms, new or improved educational sports playing field and/or infrastructure at Cutnall Green Primary or Westlands First Schools or any such school serving the area of the Development.</p> <p>ii) the provision by the County Council (but not exclusively so) of education facilities and improvement which may include inter alia, a new school and/or additional classrooms, new or improved educational sports playing field and/or infrastructure at Droitwich High School or any such school serving the area of the Development.</p> <p>iii) the provision of additional infrastructure for children with special education needs and disability within provision related to the Development.</p>
<p>“Eligibility Criteria (National)”</p>	<p>means criteria which are met in respect of a purchase of a First Home if:</p> <p>(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</p> <p>(b) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National);</p>
<p>“Eligibility Criteria (Local)”</p>	<p>means criteria (if any) published by the Council at the date of the Disposal of a First Home which are met in respect of a Disposal of a First Home if:</p> <p>(a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local) (if any); and</p>

	<p>(b) any or all of criteria (i) (ii) and (iii) below are met:</p> <p>(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or</p> <p>(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or</p> <p>(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker</p> <p>it being acknowledged that at the date of this Deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home but that the Rural Lettings Policy shall apply;</p>
<p>“Exempt Disposal”</p>	<p>means the Disposal of a First Home in one of the following circumstances:</p> <p>(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;</p> <p>(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;</p> <p>(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or</p>

	<p>civil partnership or the making of a nullity, separation or presumption of death order;</p> <p>(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 of Part B of Schedule 1 shall apply to such sale);</p> <p>PROVIDED THAT in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 7 of Part B of Schedule 1;</p>
“First Home”	means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Home Discounted Price and which on its first Disposal does not exceed the Price Cap;
“First Home Discounted Price”	means a sum which is the Open Market Value discounted by at least 30%;
“First Homes Mortgagee”	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home;
“First Homes Owner”	<p>means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:</p> <p>(a) the Owner; or</p> <p>(b) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or</p>

	(c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Part B of Schedule 1;
“First Homes Valuation”	means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the reduction in value imposed by the First Homes Discounted Price;
“First Time Buyer”	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
“General Market Dwellings”	means Dwellings other than the Affordable Housing Dwellings and First Homes constructed on the Land pursuant to the Planning Permission and for sale or potentially for sale on the open market;
"Grazing Land"	means the land hatched blue on the Plan;
“Grazing Land Scheme”	means the scheme to be submitted to the Council for approval setting out but not limited to the planting and footpath routes across the Grazing Land including details of delivery and timings and the period(s) of the maintenance and management thereof_and to be provided in accordance with the provisions of Schedule 6 to this Deed;
“Healthcare Contribution”	means the sum to be calculated by applying £378.83 (three hundred and seventy eight pounds and eighty three pence) per Dwelling provided this contribution shall not exceed in aggregate £38,640.66 (thirty eight thousand six hundred and forty pounds and sixty six pence) (subject to indexation by reference to the Retail Prices Index) for up to 102 Dwellings erected as part of the Development and such contribution to be paid in accordance with the provisions of Schedule 4 to this Deed;

“Highways Monitoring Fee”	means the sum of £4285.00 (four thousand two hundred and eighty five pounds) paid to the County Council for the purposes of monitoring and supervising compliance with the highways obligations contained in this Deed;
"The Housing Act"	means the Housing Act 1985 or any statutory modification or re-enactment thereof
“Housing For You Register”	shall mean the register for allocating the Social Rented Units administered by the Council or any equivalent or similar replacement from time to time in existence;
“Income Cap (Local)”	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant Disposal of the First Home it being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local)
“Income Cap (National)”	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home
“Key Worker”	means such categories of employment as may be designated and published by the Council from time to time as the “First Homes Key Worker criteria” and is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the “Key Worker” criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker
"the Land"	means the land shown edged red on the Plan together with the Grazing Land
“Local Housing Allowance”	means the rent calculated by the Valuations Office Agency (or any organisation from time to

	time replacing the same) as being the appropriate local housing allowance rate for benefit purposes
"LEMP"	means the landscape and ecological management plan submitted to the Council pursuant to the conditions applied to the Planning Permission
"Local Connection Criteria"	such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Local Connection Criteria". which shall apply to that Disposal it being acknowledged that at the date of this Deed the Council has not designated any criteria as Local Connection Criteria;
"Management Company"	means a management company the principal objects of which are to maintain and enhance the On Site Public Open Space (including any play areas) together with the Land and features pursuant to the biodiversity net gain calculation and the landscape and ecological management plan approved under the conditions applied to the Planning Permission
"Mortgagee"	shall mean any mortgagee chargee or lender with a charge secured on a Completed Dwelling or Completed Dwellings constructed on any part of the Land and the expression Mortgagee shall include any receiver or manager or other party pursuant to any statutory or contractual right and the expression Mortgagee shall include any mortgagee or chargee or lender acting as a security trustee;
"Occupation"	means the date at which a Dwelling is first occupied for the purposes permitted by the Planning Permission but excluding occupation of a Dwelling where that Dwelling is being used

	solely for the purpose of a show home/flat (where no persons are resident) in the course of marketing the Development and not including occupation by personnel engaged in construction fitting out or decoration or occupation in relation to security operations and "Occupied" and "Occupy" will be construed accordingly;								
"The Off Site Formal Pitches Contribution"	<p>means the sum to be calculated by applying the following per Dwelling erected as part of the Development:</p> <table border="0"> <tr> <td>Each 1 Bed Unit =</td> <td>£1,548</td> </tr> <tr> <td>Each 2 Bed Unit =</td> <td>£2,322</td> </tr> <tr> <td>Each 3 Bed Unit =</td> <td>£3,096</td> </tr> <tr> <td>Each 4 or 4+ Bed Unit =</td> <td>£3,870</td> </tr> </table> <p>provided this contribution shall not exceed in aggregate £236,070 (two hundred and thirty six thousand and seventy pounds) (subject always to indexation by reference to the Retail Prices Index as applied in this Deed) for up to 102 Dwellings erected as part of the Development and such contribution is payable in accordance with the provisions of Schedule 3 to this Deed;</p>	Each 1 Bed Unit =	£1,548	Each 2 Bed Unit =	£2,322	Each 3 Bed Unit =	£3,096	Each 4 or 4+ Bed Unit =	£3,870
Each 1 Bed Unit =	£1,548								
Each 2 Bed Unit =	£2,322								
Each 3 Bed Unit =	£3,096								
Each 4 or 4+ Bed Unit =	£3,870								
"The Off Site Formal Sports and Leisure Contribution"	<p>means the sum to be calculated by applying the Sports England Facilities Calculator provided this contribution shall not exceed in aggregate £61,076 (sixty one thousand and seventy six pounds) (subject to indexation by reference to the Retail Prices Index as applied in this Deed) for up to 102 Dwellings erected as part of the Development and such contribution to be paid in accordance with the provisions of Schedule 2 to this Deed;</p>								
"On Site Public Open Space"	<p>means the public open space to be provided on the Land including but not limited to the provision of the types of open space Amenity and Semi-natural green space; equipped play space; civic space; allotments as set out in Table 6 of the SPD also including any maintenance and appropriate access to and egress from it for the benefit of the general public to be provided on the</p>								

	Land and to be agreed with the Council prior to Commencement of Development in accordance with the provisions of Schedule 5 of this Deed;
“Off Site Public Open Space Contribution”	means the sum payable by the Owner to the Council in lieu of the On Site Public Open Space or in lieu of any part of the On Site Public Open Space as may be applicable in accordance with the provisions of Schedule 5 which is to be calculated in accordance with the criteria set out and applied in the SPD in particular but not limited to Table 6 of the SPD up to a maximum of £188,762.12 (one hundred and eighty eight thousand seven hundred and sixty two pounds and 12 pence) which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and such contribution to be paid in accordance with the provisions of Part B of Schedule 5 to this Deed;
“Open Market Value”	shall mean the average of the figures considered by each of two independent valuers to be the price reasonably obtainable at which the sale of an unencumbered freehold interest in a Discounted Market Sale Unit would have been completed unconditionally (as if it was a General Market Dwelling) on the date of valuation assuming; <p>(a) a willing seller and a willing buyer; and</p> <p>(b) that prior to the date of valuation the Discounted Market Sale Unit was freely exposed to the market there had been a reasonable period within which to negotiate the sale (having regard to the nature of the property and the state of the property and the state of the market) and that values remained static throughout that period; and</p>

	<p>(c) that no account is taken of any bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably and prudently and without compulsion; and</p> <p>(e) that the property is in its existing state of repair</p> <p>And "Open Market Valuations" shall be construed accordingly;</p>
"the Owner"	means the Owner and any successor in title;
"The Parish"	means the parish of Hampton Lovett;
"The Parishes"	means the following parishes: Westwood, Dodderhill, Upton Warren, Elmbridge, Elmley Lovett, Doverdale, Ombersley;
"Plan"	means the plan attached to this Deed;
"the Planning Permission"	means the permission to be granted pursuant to the Application and any approved non material amendment(s) to it;
"Practical Completion"	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and the First Home can be Occupied
"Price Cap"	means the amount for which the First Home is sold after the application of the First Homes Discounted Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
"Qualifying Resident"	<p>shall mean in the case of Social Rented Units a person who is in need of Affordable Housing and who is on the Housing For You Register and:</p> <p>(a) has lived in the Parish by choice for a certain time (for six months out of the last</p>



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1:100	0	1m	2	3	4	5	6	7	8	9	10m
1:200	0	2m	4	6	8	10	12	14	16	18	20m
1:500	0	5m	10	15	20	25	30	35	40	45	50m
1:1,000	0	10m	20	30	40	50	60	70	80	90	100m
1:2,500	0	25m	50	75	100	125	150	175	200	225	250m

Revisions	Date	Drawn	Checked	Approved
B	20.01.2022	JP	JP	MA
A	01.08.2017	JP		
-	05.11.2014	KD		
First Issue				

Client
Beechcroft Land Limited

Project
Land to the North of Droitwich Spa

Drawing Title
Site Location Plan

Drawing Scale & Format
1:2500 @ A1

Drawing Status
FOR INFORMATION



Project No. - Drawing No. - Flex.
K729-01(B)

	<p>twelve months or for three years out of the last five years); or</p> <p>(b) has close family living in the Parish, who have been permanently resident for at least the previous five years (close family is specifically mother, father, brother, sister, adult son or adult daughter); or</p> <p>(c) has permanent paid employment in the Parish; or</p> <p>(d) has a local connection to the Parish as a result of special circumstances (subject to the approval by the Head of Housing Services)</p> <p>to the extent that no persons qualify pursuant to (a) – (d) above then a person who is on the Housing For You Register and is in need of Affordable Housing and:</p> <p>(e) has lived in any of the Parishes by choice for a certain time (for six months out of the last twelve months or for three years out of the last five years); or</p> <p>(f) has close family living in any of the Parishes, who have been permanently resident for at least the previous five years (close family is specifically mother, father, brother, sister, adult son or adult daughter); or</p> <p>(g) has permanent paid employment in any of the Parishes; or</p> <p>(h) has a local connection to the Parishes as a result of special circumstances (subject to the approval by the Head of Housing Services)</p> <p>to the extent that no persons qualify pursuant (e) to (h) above then a person who is on the Housing For You Register and is in need of Affordable Housing and:</p> <p>(i) has lived in the District of Wychavon by choice for a certain time (for six months</p>
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	<p>out of the last twelve months or for three years out of the last five years); or</p> <p>(j) has close family living in the District of Wychavon, who have been permanently resident for at least the previous five years (close family is specifically mother, father, brother, sister, adult son or adult daughter); or</p> <p>(k) has permanent paid employment in the District of Wychavon; or</p> <p>(l) has a local connection to the District of Wychavon as a result of special circumstances (subject to the approval by the Head of Housing Services)</p> <p>to the extent that no persons qualify pursuant to (i) to (l) above then any person who is ordinarily resident in the United Kingdom who is approved in writing by the Council as being in need of Affordable Housing (such approval not to be unreasonably withheld or delayed);</p>
“Registered Provider”	means a provider of social housing as defined by Part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent arrangements who is approved or accredited by the Regulator of Social Housing or similar successor body;
“Regulator of Social Housing”	means the Regulator of Social Housing established under section 80A of the Housing and Regeneration Act 2008 (as amended) or such successor body from time to time;
“Relevant Dwelling”	means a Dwelling with two or more bedrooms which is not a Social Rented Unit and “Relevant Dwellings” shall be construed accordingly
“Retail Prices Index”	means the Retail Prices Index for “All Items” published by the Office for National Statistics or in the event that the Office for National Statistics shall cease to compile or publish the said Retail Prices Index such other index as the parties hereto shall agree or in default of agreement such Index as shall be determined for the

	purposes of this Deed as being an Index which gives an accurate indication of the rate of inflation of prices in the United Kingdom from month to month;
Rural Lettings Policy	means the Council's arrangements for setting out the allocation of the Affordable Housing dated 26 th January 2021 or any successor or replacement document;
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
"SPD"	means the South Worcestershire Developer Contributions Supplementary Planning Document adopted by the Council July 2018 and for the purposes of this Deed shall include any successor or replacement document thereto;
"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;
"Social Rented Units"	means the Affordable Housing Dwellings constructed pursuant to Schedule 1 where the rents are calculated in accordance with the formula for setting social rent levels in The Policy Statement on Rents for Social Housing issued by the Ministry of Housing Communities and Local Government February 2019 Chapter 2 and Appendices A and B the document entitled "Limit on Annual Rent Increases 2020-2021" issued by The Regulator of Social Housing April 2020 and the document entitled Rent Standard April 2020 issued by the Regulator of Social Housing or any amendment to or replacement of these from time to time and "Social Rented Unit" shall be construed accordingly
"Sports England Facilities Calculator"	means the method of calculation used to quantify the additional demand for built sports facilities.
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity;

"Working Day"	means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or a day falling within the period 24 December to the immediately following 2nd January (inclusive);
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2. CONSTRUCTION

- 2.1 Words of masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice-versa and words denoting persons shall include bodies companies incorporated associations and partnerships and vice versa
- 2.2 Reference to any statute or statutory provisions includes a reference to:-
- 2.2.1 that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and
- 2.2.2 all statutory instruments or orders made pursuant to it whether before or after the date of this Deed
- 2.3 The term "the Owner" shall include their assigns and successors in title to their legal interest in the Land or any part or parts thereof at the date hereof and to the rights and obligations created by this Deed
- 2.4 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 2.5 Any covenants obligations or other commitments given by more than one party to this Deed shall be joint and several and where any party consists of two or more persons obligations expressed to be made by or with that party are deemed to be made by or with such persons jointly and severally
- 2.6 The headings in this Deed are for ease of reference only and cannot be taken into account in its interpretation
- 2.7 Where the agreement, consent, approval or expression of satisfaction (or anything of a like nature) from the Council or the County Council is required by the Owner or any other party then such agreement, consent, approval or expression of satisfaction shall not be unreasonably or arbitrarily withheld or delayed and any delay or failure to agree, consent, approve or express satisfaction shall be subject to the disputes mechanism set out in clause 11 of this Deed.
- 2.8 Where there is reference to an officer of the Council or County Council in this Deed such reference shall include the officer referred to and any future officer (howsoever named) that carries on the same or similar function to the officer referred to and any officer to whom such officers have delegated responsibility

3. HISTORY

- 3.1 The Council is the appropriate local planning authority for the purpose of the 1990 Act in respect of the area which includes the Land
- 3.2 The Council is also the housing authority for the purposes of the Housing Act and as housing authority is required by section 8 of the Housing Act to consider housing conditions in its district and the needs of the district with respect to the provision of further housing accommodation
- 3.3 The County Council is the strategic planning authority for the County of Worcestershire and is a local planning authority for the purposes of section 106 of the 1990 Act and is the education authority as defined in the Education Act 1996 and is the highway authority as defined in the Highway Act 1980 for the area in which the Land is situated and by whom the obligations in the Agreement in respect of highway and education matters are enforceable
- 3.4 The Owners are the freehold owners of the land registered with title absolute at the Land Registry under title no. WR139360
- 3.5 The Council the Owner and the County Council are entering into this Deed to make provision for regulating the Development in manner hereinafter appearing
- 3.6 The Application was submitted on behalf of the Owners and validated by the Council on the 3rd February 2022.
- 3.7 The Application was not determined by the Council with the statutory period for determination of applications and an appeal has been lodged to the Secretary of State under appeal reference APP/H1840/W/22/3305934 against this non determination.
- 3.8 The Owners have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council and the County Council against the Owners should the Application be allowed on appeal.

4. PLANNING OBLIGATIONS

The covenants contained in Schedules 1-10 (inclusive) to this Deed are planning obligations for the purposes of Section 106 of the 1990 Act

NOW THIS DEED WITNESSETH as follows:

5. BINDING EFFECT OF THE AGREEMENT

- 5.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Sections 8 and 9 of the Housing Act and all other enabling powers

and it and the covenants contained in it are enforceable by the Council and the County Council pursuant to such Acts

- 5.2 Subject to Clause 17 the Owners in respect of the Land hereby covenant and undertakes in respect of each and every part of the Land to observe and perform the covenants which are contained in Schedules 1-9 (inclusive) to this Deed with the intent that the same shall bind the Land and subject to sub-clauses 8.11-8.14 shall be enforceable without limit of time not only against the Owners but also against each and any of their successors in title and any person claiming any legal or equitable estate or interest in the Land or any part or parts of it as if that successor and person had also been an original covenanting party

6. EFFECTIVE DATE

The provisions of this Deed shall come into effect upon the grant of Planning Permission pursuant to the Appeal save for clauses 2, 3, 6, 7, 8.1-8.9, 8.13, 8.17, 9.1 10,11, 14, 16 and 17 which shall come into effect on the date hereof and save for the provisions of schedules 1-11 which shall come into effect on the Commencement of Development.

7. WARRANTIES

- 7.1 The Owners hereby warrants to the Council and the County Council that in respect of the Land:

7.1.1 at the date of this Deed they remain seized in fee simple of the Land and is registered with title absolute at the Land Registry under title no. WR139360 free from any encumbrances save as set out in registers of title

7.1.2 they have obtained all necessary permissions and consents required from any covenantees or any other persons to them entering into this Deed and that they enter into this Deed with full capacity and ability to observe and perform the obligations hereunder; and

7.1.3 there have been no dealings with the Land between the 1st November 2022 and the date hereof

8. DECLARATIONS

IT IS HEREBY AGREED AND DECLARED

- 8.1 The planning obligations on the part of the Owners shall be in addition to and not in derogation of the Planning Permission

- 8.2 Nothing in this Deed shall be construed as restricting the exercise by the Council and the County Council of any powers exercisable by it under the 1990 Act or any other Act regulation or byelaws
- 8.3 This Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or any other appropriate person or authority pursuant to the provisions of the 1990 Act
- 8.4 Subject only to clause 15 and to the provisions of Sections 106A and 106B of the 1990 Act the terms and conditions of this Deed can only be varied by a supplemental deed
- 8.5 No waiver whether express or implied by the Council and the County Council of any breach or default by the Owners in performing or observing any of the covenants of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and the County Council from enforcing any of the said covenants or from acting upon any subsequent breach or default in respect thereof by the Owners
- 8.6 The Owners waive any rights to claim compensation arising from any limitation or restriction on the planning use of the Land under the terms of this Deed
- 8.7 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 8.8 If any individual clause or paragraph in this Deed is subsequently held to be unenforceable by a court the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from this Deed PROVIDED THAT the severing of such a clause or paragraph shall not affect the continuing enforceability of the remainder of this Deed
- 8.9 The validity construction and performance of this Deed shall be governed by English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Deed
- 8.10 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed the provisions of Schedule 1 of this Deed shall not be enforceable against the owner occupiers tenants or mortgagees of the General Market Dwellings constructed pursuant to the Planning Permission and purchased and occupied as private dwellings nor their successors in title so as to require them to construct or procure the construction and completion of the Affordable Housing Dwellings
- 8.11 The provisions of Schedules 2 - 9 (inclusive) of this Deed shall not be binding on nor enforceable against any occupier tenant or lessee of an Affordable Housing Dwelling (with the exception of First Homes)) or any Mortgagee or successor in title of the foregoing
- 8.12 No person shall be liable for a breach of this Deed:
- 8.12.1 after he shall have parted with all interest in the Land or that part in respect of which such breach occurred but without prejudice to liability for any subsisting breach which occurred prior to parting with such interest; and

8.12.2 to the extent that such breach relates to any part of the Land in which the person has no interest

8.13 Statutory undertakers or other utility suppliers with an interest in the Land only by virtue of the location of their structures or other apparatus on the Land (including electricity substations, poles stays gas governor stations and/or pumping stations) are specifically excluded from liability under this Deed

;

8.14 The Council covenants with the Owners as set out in Schedule 10

8.15 The County Council covenants with the Owners as set out in Schedule 11

8.16 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop the Land (or any part or parts thereof) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed which does not require the variation or revocation of this Deed

8.17 In the event that the County Council is minded to undertake the provision of infrastructure to be funded by any County Council Contribution as set out in this Deed ahead of the receipt of the relevant County Council Contribution the Owners has no objection to the County Council undertaking the work and back filling funds with the relevant County Council Contribution PROVIDED THAT the Owners shall not as a result of this clause 8.17 be required to make payment of any County Council Contribution unless or until it falls due in accordance with the terms of this Deed.

9. NOTICE OF DEED

9.1 The Council will on completion of this Deed register it in the local land charges register pursuant to the provisions of the Local Land Charges Act 1975 and as a notice against title WR139360 at HM Land Registry.

10. COSTS OF PREPARATION OF AGREEMENT

10.1 The Owners covenant to pay the Council's reasonable and proper legal costs in relation to this Deed and disbursements of registering this Deed as a notice against the title prior to the date hereof; and

10.2 The Owners covenant to pay the Council its monitoring fee prior to the Commencement of Development in the sum of £1,900.00 (one thousand nine hundred pounds); and

10.3 The Owners covenant to pay the Council its administration fee prior to the date hereof in the sum of £100 (one hundred pounds); and

10.4 The Owners covenant to pay the County Council's reasonable and proper legal costs in relation to this Deed on the date hereof

- 10.5 The Owners covenant to pay the Education Monitoring Fee and the Highways Monitoring Fee to the County Council within 5 (five) Working Days of grant of Planning Permission.

11. DISPUTES

- 11.1 In the event of there being any dispute between the parties hereto in respect of any of the terms of this Deed such dispute shall be determined in accordance with this clause and either party to the dispute may at any time require by notice in writing to the other party to the dispute an independent expert to be appointed to resolve the dispute
- 11.2 The expert (who shall be an appropriately qualified person to resolve the dispute in question) may be agreed upon by the parties to the dispute and in default of such agreement within one month of a requirement being made pursuant to this clause shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party to the dispute made at any time after the said period of one month
- 11.3 Notice in writing of his appointment shall be given by the expert to the parties to the dispute and he shall invite each to submit within a specified period (which will not exceed four weeks) any written representations each wishes to make to him
- 11.4 The expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said period and shall not be In any way limited or fettered thereby and shall determine the dispute in accordance with his own judgment
- 11.5 The expert shall give notice in writing of his decision to the parties to the dispute within 2 months of his appointment or within such extended period as the parties may together allow
- 11.6 The decision of the expert shall be final on all matters referred to him save in the case of manifest error
- 11.7 If for any reason the expert shall fail to make a decision and give notice thereof within the time and in the manner herein before provided either party to the dispute may apply to the President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary
- 11.8 Each party to the dispute shall bear its own costs save that the fees of the expert and of the Royal Institution of Chartered Surveyors shall be in the expert's determination
- 11.9 Nothing in this clause shall be construed as ousting the jurisdiction of the courts to enforce the provisions of this Deed

12. NOTICES

- 12.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery post
- 12.2 The address for service of any such notice consent or approval as aforesaid shall in the case of service upon the Council and the County Council be at the address aforesaid or

such other address for service as shall have been previously notified by the Council and the County Council to the Owners and in the case of service upon the Owners will be at their last known address (if an individual) or then current registered office (if a company)

12.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:

12.3.1 If personally delivered at the time of delivery; and

12.3.2 If posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the England and Wales

and in proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or recorded delivery envelope (as appropriate) as the case may be

13. **MORTGAGEE PROTECTION**

13.1 For the avoidance of doubt, this clause 13 applies only to the mortgagee or chargee or receiver of a Registered Provider (this provision shall not apply in respect of a First Home Mortgagee).

13.2 The affordable housing provisions set out in Schedule 1 in this Deed shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of its Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED THAT:

13.2.1 such mortgagee or chargee or Receiver shall first give written notice to the Head of Legal Services at the Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of its Affordable Housing Dwelling(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

13.2.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of its Affordable Housing Dwelling(s) free from the affordable housing provisions in this Deed, which provisions shall determine absolutely.

14. **TERMINATION OF THIS DEED**

14.1 This Deed will come to an end if:

- 14.1.1 the Appeal is refused save Always that this Deed will be considered reinstated in the event that the decision of the Secretary of State (or appointed Inspector) in relation to the Appeal is successfully challenged and reinstated;
- 14.1.2 the Planning Permission is quashed, revoked or otherwise withdrawn or modified at any time so as to render this Deed or any part of it irrelevant, impractical or unviable; or
- 14.1.3 the Planning Permission expires before the Commencement of Development

15. **SECTION 73 VARIATION**

15.1 In the event that any new planning permission(s) are granted by the Council pursuant to section 73 of the 1990 Act and unless otherwise agreed between the parties, with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- 15.1.1 The obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Land granted pursuant to section 73 of the 1990 Act and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to section 106 of the 1990 Act;
- 15.1.2 The definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permission(s); and
- 15.1.3 This Deed shall be endorsed with the following words in respect of any future section 73 application:

“The obligations in this Deed relate to and bind the Land in respect of which a new planning permission reference [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

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

16. **COMPLIANCE WITH REGULATION 122**

- 16.1 In the event that the Planning Inspector concludes that any of the planning obligation(s) set out in this Deed is/are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time) and/ or Paragraph 57 of the National Planning Policy Framework (or any successor policy or replacement thereto) and accordingly attaches little or no weight to that obligation in determining the Appeal then the relevant obligation(s) shall from the date of the Planning Permission immediately cease to have effect and the Owners shall be under no obligation to comply with them.

SCHEDULE 1

AFFORDABLE HOUSING

PART A

The Owners covenant with the Council as follows:

1. Prior to the Commencement of Development to submit the Affordable Housing Scheme to the Head of Housing Services at the Council for approval and for the avoidance of doubt the Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Head of Housing Services at the Council (such approval not to be unreasonably withheld or delayed)
2. To construct and lay out the Affordable Housing Dwellings in accordance with the approved Affordable Housing Scheme and the provisions of this Schedule 1
3. The Owners will or will procure the construction and completion at their own cost and expense of 50% of the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of fifty per cent (50%) of the General Market Dwellings
4. Not to Occupy or permit Occupation of more than 80% of the General Market Dwellings until the Affordable Housing Dwellings have been constructed and Completed together with all necessary services connections and infrastructure ready for occupation.
5. Not to sublet or otherwise part with possession of the whole or any part of the Affordable Housing Dwellings unless in accordance with the provisions of this Deed and to ensure that all of the Affordable Housing Dwellings are sold and/or leased and/or occupied in accordance with this Deed, the Affordable Housing Scheme and in accordance with the timescales and arrangements set out in the document entitled Allocation of Affordable Housing Dwellings (or any replacement document from time to time) at Appendix A to this Deed
6. Not to allow fifty percent (50%) or more of the General Market Dwellings to be Occupied until there has been a freehold transfer or grant of a long headlease of no less than 50% of the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings to be transferred pursuant to this paragraph 6 and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal Services at the Council
7. Not to allow eighty percent (80%) or more of the General Market Dwellings to be Occupied until there has been a freehold transfer or grant of a long headlease of all of the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) to a

Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal Services at the Council

8. Not to allow the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) to be occupied otherwise than by a person who at the date of his first Occupation is a Qualifying Resident (together with members of his immediate family) who occupies the Affordable Housing Dwelling as his sole residence
9. Not initially to dispose of any of the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) otherwise than by way of a mortgage or charge or to a Registered Provider
10. To give notice in writing to the Head of Legal Services at the Council of:
 - (a) completion of the freehold sale or grant of a long headleasehold interest in the Affordable Housing Dwellings; and
 - (b) the expected date of first Occupation of fifty percent (50%) of the General Market Dwellings at least 3 weeks prior to such expected date; and
 - (c) the expected date of first Occupation of eighty percent (80%) of the General Market Dwellings at least 3 weeks prior to such expected date
11. If the Development is one which will involve the creation or employment of a management company there shall be a management company for all of the common parts which serve all the Dwellings but provided always for the sake of clarity nothing in this Deed shall operate so as to prevent or prohibit the Affordable Housing Dwellings (save for the First Homes) from being exclusively owned and managed by the Registered Provider (which has acquired such Dwellings) and provided further that details of such management arrangements shall be submitted to the Head of Legal Services at the Council prior to the transfer of any Affordable Housing Dwellings (save for First Homes) to a Registered Provider and agreed in writing by the Head of Legal Services at the Council (such agreement not to be unreasonably withheld or delayed) at least 2 months prior to Occupation of any Affordable Housing Dwelling save for First Homes.
12. Not to charge an occupier of any of the Affordable Housing Dwellings a service charge unless details of all items covered under the service charge have been submitted to the Head of Housing Services at the Council at least two months prior to Occupation of any Affordable Housing Dwelling and have been approved in writing by the Head of Housing Services at the Council

13. If the Registered Provider at any time while having a legal interest in the Affordable Housing Dwellings ceases to be accredited or approved by the Regulator of Social Housing:
 - 13.1 to give notice immediately in writing to the Head of Legal Services at the Council of the cessation of accreditation or approval; and
 - 13.2 to transfer all legal interest in its Affordable Housing Dwellings to another Registered Provider subject to the provisions of this Deed
 - 13.3 a Registered Provider that has ceased to be accredited or approved by the Regulator for Social Housing may dispose of its freehold or long headleasehold interest in the Affordable Housing Dwellings subject to any subsisting leases and the terms of the Deed but otherwise free from the terms of paragraph 13.2 above and thereupon the provisions of paragraph 13.2 above shall become null and void but only in respect of that particular transfer of that or those Affordable Housing Dwellings PROVIDED THAT:
 - 13.3.1 the Registered Provider notifies the Head of Legal Services at the Council in writing that it is seeking a purchaser of its freehold or long headleasehold interest in the Affordable Housing Dwellings; AND
 - 13.3.2 the Registered Provider thereafter uses reasonable endeavours to sell and transfer its freehold interest or long headleasehold interest in the Affordable Housing Dwellings to a new Registered Provider subject to the terms of this Deed including the terms of this paragraph 13 at a price equal to its market value taking into account the existence of the Deed; AND
 - 13.3.3 at least four months have elapsed since the said Head of Legal Services at the Council received the written notice referred to at paragraph 13.3.1 above and a contract for the disposal of the freehold or long headleasehold in the relevant Affordable Housing Dwellings has not been exchanged with a new Registered Provider (or completion effected where there is to be no exchange of contracts) despite the current Registered Provider's reasonable efforts such efforts being evidenced in writing to the satisfaction of the Head of Legal Services at the Council
14. Not to increase the rent or service charge of the Affordable Housing Dwellings above the levels prevalent at the time that the Registered Provider ceased to be approved or accredited without the prior written consent of the Council
15. In the event that a tenant or other occupier of a Social Rented Unit exercises the right to buy under applicable legislation to procure that any Registered Provider shall unless the legislation otherwise requires use or procure the use of the net proceeds of sale to fund the provision of further Affordable Housing within the District of Wychavon without undue delay.

PART B – First Homes

1. Obligations

The Owners covenant with the Council (unless otherwise agreed in writing) for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come save that:

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

2. Quantum of First Homes

- 2.1 To provide 27% (twenty seven percent) of the total number (rounded up or down to the nearest whole Dwelling) of the Affordable Housing on the Land as First Homes in accordance with the Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of this Deed.

3. Clustering

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

4 Type and Distribution

The mix of First Homes provided within the Land shall be in accordance with the Affordable Housing Scheme

5. Development Standard

All First Homes shall be constructed to:-

- 5.1 the Development Standard current at the time of the relevant reserved matters approval; and
- 5.2 no less than the standard applied to the General Market Dwellings.

6 Delivery Mechanism

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

6.1.1 the Eligibility Criteria (National); and

6.1.2 the Eligibility Criteria (Local) (if any).

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

6.3 Subject to paragraphs 6.6 to 6.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee

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

6.4.1 the Council has been provided with evidence that:

6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local) (if any);

6.4.1.2 the Dwelling is being Disposed of as a First Home at the First Homes Discounted Price; and

6.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be 'Wychavon District Council';

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

"means the provisions set out in paragraphs 6.1 to 6.9 of Part B of Schedule 1 of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) *A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act*

- 6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 of this Part of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship
- 6.7 Upon receipt of an application served in accordance with paragraph 6.6 of this Part of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the First Homes Discounted Price
- 6.8 If the Council is satisfied that either of the grounds in paragraph 6.6 of this Part of this Schedule above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 that the relevant Dwelling may be Disposed of:
- 6.8.1 to the Council at the First Homes Discounted Price hereof; or
- 6.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home
- and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 of this Part of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home
- 6.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 of this Part of this Schedule have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of the Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 6.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
- 6.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the First Homes Discounted Price in accordance with paragraphs 6.8 or 6.9 of this Part of this Schedule the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 6.12 Any person who purchases a First Home free of the restrictions in this Part B of Schedule 1 of this Deed pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional First Homes Contribution to the Council

7. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below:

- 7.1 a First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years;
- 7.2 a First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 of this Part of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 7.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

8. First Home Mortgagee Exclusion

The obligations in paragraphs 1-7 of this Part of this Schedule in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a First Home Receiver)) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or First Home Receiver PROVIDED THAT:

- 8.1 such First Home Mortgagee or First Home Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 8.2 once notice of intention to Dispose of the relevant First Home has been given by the First Home Mortgagee or First Home Receiver to the Council the First Home Mortgagee or First Home Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3 of this Part of this Schedule;
- 8.3 following the Disposal of the relevant First Home the First Home Mortgagee or First Home Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 8.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 8.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5; and
 - 8.4.2 apply all such monies received towards the provision of Affordable Housing within the district of Wychavon

SCHEDULE 2

OFF SITE FORMAL SPORTS AND LEISURE CONTRIBUTION

The Owners covenant with the Council as follows:

1. Prior to the first Occupation of the first Dwelling to pay to the Council the first 50% of the Off Site Formal Sports and Leisure Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and to be used towards the improvements to Droitwich Leisure Centre
2. To give notice in writing to the Head of Legal Services at the Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of first Occupation of the first Dwelling
3. If the Off Site Formal Sports and Leisure Contribution is not paid as set out in paragraph 1 to this Schedule interest upon the Off Site Formal Sports and Leisure Contribution shall become payable to the Council in addition to the Off Site Formal Sports and Leisure Contribution from the date when the Off Site Formal Sports Leisure Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the Occupation of any of the Dwellings forming part of the Development until the Off Site Formal Sports and Leisure Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest if payable pursuant to paragraph 3 of this Schedule has been paid in full to the Council
5. Prior to Occupation of more than 25% of Dwellings to pay to the Council the final 50% of the Off Site Formal Sports and Leisure Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and to be used towards the improvements to Droitwich Leisure Centre
6. To give notice in writing to the Head of Legal Services at the Council of the expected date of the Occupation of more than 25% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of more than 25% of the Dwellings.
7. If the final 50% of the Off Site Formal Sports and Leisure Contribution is not paid as set out in paragraph 5 to this Schedule interest upon the final 50% of the Off Site Formal Sports and Leisure Contribution shall become payable to the Council in addition to the final 50% of the Off Site Formal Sports and Leisure Contribution from date the final 50% of Off Site Formal Sports and Leisure Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC

8. Without prejudice to paragraph 5 to this Schedule not to cause or allow or permit the Occupation of more than 25% of the Dwellings forming part of the Development until the final 50% of the Off Site Formal Sports and Leisure Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 5 and any interest if payable pursuant to paragraph 7 to this Schedule has been paid in full to the Council.

SCHEDULE 3

OFF SITE FORMAL PITCHES CONTRIBUTION

The Owners covenant with the Council as follows:

1. Prior to the first Occupation of the first Dwelling to pay to the Council the first 50% of the Off Site Formal Sports Pitches Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and to be used towards the improvements at Droitwich Rugby Club
2. To give notice in writing to the Head of Legal Services at the Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of first Occupation of the first Dwelling
3. If the Off Site Formal Sports Pitches Contribution is not paid as set out in paragraph 1 to this Schedule interest upon the Off Site Formal Sports Pitches Contribution shall become payable to the Council in addition to the Off Site Formal Sports Pitches Contribution from the date when the Off Site Formal Sports Pitches Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the Occupation of any of the Dwellings forming part of the Development until the Off Site Formal Sports Pitches Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest if payable pursuant to paragraph 3 of this Schedule has been paid in full to the Council
5. Prior to Occupation of more than 25% of Dwellings to pay to the Council the final 50% of the Off Site Formal Sports Pitches Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and to be used towards the improvements at Droitwich Rugby Club
6. To give notice in writing to the Head of Legal Services at the Council of the expected date of the Occupation of more than 25% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of more than 25% of the Dwellings.
7. If the final 50% of the Off Site Formal Sports Pitches Contribution is not paid as set out in paragraph 5 to this Schedule interest upon the final 50% of the Off Site Formal Sports Pitches Contribution shall become payable to the Council in addition to the final 50% of the Off Site Formal Sports Pitches Contribution from date the final 50% of Off Site Formal Sports Pitches Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC

8. Without prejudice to paragraph 5 to this Schedule not to cause or allow or permit the Occupation of more than 25% of the Dwellings forming part of the Development until the final 50% of the Off Site Formal Sports Pitches Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 5 and any interest if payable pursuant to paragraph 7 to this Schedule has been paid in full to the Council.

SCHEDULE 4

THE HEALTHCARE CONTRIBUTION

The Owner covenants with the Council as follows:

1. Prior to first Occupation of the first Dwelling to pay to the Council the Healthcare Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the Healthcare Contribution shall be administered by the Herefordshire and Worcestershire Clinical Commissioning Group towards improvements or expansion of GP Practice premises at Droitwich Medical Centre (Spa and Salters), and/or Corbett Medical Practice. However, should circumstances dictate that improvements or expansion at the named sites is not possible, then the contribution can be used towards any other neighbouring GP Practice within the Droitwich, Ombersley and Rurals Primary Care Network which would have a direct benefit for residents to access services in the Droitwich area.
2. To give notice in writing to the Head of Legal Services at the Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of first Occupation of the first Dwelling
3. If the Healthcare Contribution is not paid to the Council as set out in paragraph 1 to this Schedule then interest upon the Healthcare Contribution shall become payable to the Council in addition to the Healthcare Contribution from the date when the Healthcare Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the Occupation of any Dwelling until the Healthcare Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the Council

SCHEDULE 5

ON SITE PUBLIC OPEN SPACE

The Owners covenant with the Council as follows:

Part A

1. Prior to Commencement of Development to submit a plan to the Council for approval detailing the landscaping and any On Site Public Open Space (taking into account the types open space set out in SPD) proposed for the Development and for the avoidance of doubt Commencement of Development on the Land shall not take place until such time as the said plan has been approved in writing by the Council
2. To lay out the On Site Public Open Space in accordance with the approved plan ("On Site Public Open Space Plan") referred to in paragraph 1 of this Schedule and any conditions attached to the Planning Permission and to the reasonable satisfaction of the Council and in accordance with all current health and safety requirements from the date that the same is provided until the date of its transfer pursuant to the provisions of this Schedule
3. To remedy any defects in the On Site Public Open Space and replace any planting that is diseased or dying or items that are broken or damaged from the date that the same is provided until the date the On Site Public Open Space is transferred pursuant to the provisions of this Schedule
4. Until such time as the On Site Public Open Space is transferred to a Management Company to ensure that the On Site Public Open Space is maintained and managed in accordance with the On Site Public Open Space Plan any conditions attached to the Planning Permission and with all health and safety requirements in force from time to time and is available at all times for use by the general public at large
5. Not to occupy more than 65% (sixty five percent) of the Dwellings until the On Site Public Open Space has either been transferred to the Management Company free from encumbrances and together with all necessary rights of access and easements to enable the general public to access and egress it freely and with or without vehicles and machinery for maintenance purposes and the On Site Public Open Space shall be transferred upon the following terms:
 - (a) consideration of £1 (one pound) in the case of a transfer to the Management Company; and
 - (c) such transfer to contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Land and each and every part thereof to the effect that

the On Site Public Open Space shall not be used for purposes other than public recreation

6. To ensure that the On Site Public Open Space together with access and egress to and from it is available at all times for use by the general public at large in perpetuity and to the reasonable satisfaction of the Council

OFF SITE PUBLIC OPEN SPACE CONTRIBUTION

Part B

The Owners covenant with the Council as follows:

In the event that the On Site Public Open Space or any part of it (taking into account the requirements of the SPD) cannot be provided on the Land and the Council is satisfied acting reasonably that the On Site Public Open Space or any part of it cannot be provided and the Council confirms the same to the Owners in writing then the Owners shall pay the Off Site Public Open Space Contribution to the Council in lieu of any On Site Public Open Space or any part of the On Site Public Open that cannot be provided on the Land as follows;

1. Prior to the first Occupation of the first Dwelling to pay to the Council the first 50% of the Off Site Public Open Space Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment of the Off Site Public Open Space Contribution) and such contribution shall be applied towards the provision improvement and maintenance of public open space in Droitwich
2. To give notice in writing to the Head of Legal Services at the Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of the first Occupation of the first Dwelling
3. If the first 50% of the Off Site Public Open Space Contribution is not paid as set out in paragraph 1 to this Schedule interest upon the first 50% of the Off Site Public Open Space Contribution shall become payable to the Council in addition to the first 50% of the Off Site Public Open Space Contribution from date the first 50% of the Off Site Public Open Space Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the Occupation of any of the Dwellings forming part of the Development until the first 50% of the Off Site Public Open Space Contribution together with an amount equivalent to any increase in the Retail

Prices Index pursuant to paragraph 1 and any interest if payable pursuant to paragraph 3 to this Schedule has been paid in full to the Council

5. Prior to Occupation of more than 25% of Dwellings to pay to the Council the final 50% of the Off Site Public Open Space Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and such contribution shall be applied towards the provision of public open space with in vicinity of the Development.
6. To give notice in writing to the Head of Legal Services at the Council of the expected date of the Occupation of more than 25% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of more than 25% of the Dwellings.
7. If the final 50% of the Off Site Public Open Space Contribution is not paid as set out in paragraph 5 to this Schedule interest upon the final 50% of the Off Site Public Open Space Contribution shall become payable to the Council in addition to the final 50% of the Off Site Public Open Space Contribution from date the final 50% of Off Site Public Open Space Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
8. Without prejudice to paragraph 5 to this Schedule not to cause or allow or permit the Occupation of more than 25% of the Dwellings forming part of the Development until the final 50% of the Off Site Public Open Space Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 5 and any interest if payable pursuant to paragraph 7 to this Schedule has been paid in full to the Council.

SCHEDULE 6
The Grazing Land

1. At the date of submission of the first reserved matters application pursuant to the Planning Permission to also submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) details of the Grazing Land Scheme
2. Not to submit the first reserved matters application pursuant to the Planning Permission unless the details of the Grazing Land Scheme required by paragraph 1 above are also submitted at the same date
3. To implement and provide on the Grazing Land the requirements of the Grazing Land Scheme as approved pursuant to paragraph 1 of this Schedule prior to first Occupation of any part of the Development
4. Not to first Occupy any part of the Development until the Grazing Land Scheme as approved pursuant to paragraph 1 of this schedule has been laid out and provided to the reasonable satisfaction and approval of the Council (such approval not to be unreasonably withheld or delayed) and the Council has confirmed the same in writing (such confirmation not to be unreasonably withheld or delayed).
5. To maintain the Grazing Land as laid out pursuant to paragraph 4 of this schedule and in accordance with the timings set out in the approved Grazing Land Scheme.

SCHEDULE 7

BIODIVERSITY NET GAIN

The Owners covenant with the Council as follows:

1. Prior to Commencement of Development to submit to the Council the Biodiversity Net Gain Management Plan for approval in writing and not to Commence or permit the Commencement of Development until such time as the Council has approved the Biodiversity Net Gain Management Plan
2. Prior to first Occupation of the first Dwelling to commence the works to provide the Biodiversity Net Gain on the Land in accordance with the approved Biodiversity Net Gain Management Plan pursuant to paragraph 1 above and evidence this in writing to the Council upon the works being commenced in accordance with the approved Biodiversity Net Gain Management Plan and not to Occupy or permit Occupation of any Dwelling until such time as the works to provide the Biodiversity Net Gain on the Land have commenced in accordance with the Biodiversity Net Gain Management Plan.
3. To continue to provide and complete the Biodiversity Net Gain on the Land in accordance with the timings set out in the approved Biodiversity Net Gain Management Plan pursuant to paragraph 1 above to the reasonable satisfaction of the Council that the Biodiversity Net Gain has been provided on the Land in accordance with the approved Biodiversity Net Gain Management Plan
4. Following the provision of the Biodiversity Net Gain pursuant to paragraph 3 above, the Owners shall manage and maintain the Biodiversity Net Gain for a minimum of 30 years in accordance with the approved Biodiversity Net Gain Management Plan

SCHEDULE 8

THE BUS INFRASTRUCTURE CONTRIBUTION

The Owners covenant with the County Council as follows:

1. Prior to the Occupation of more than 25% of the Dwellings to pay to the County Council the first 25% of the Bus Infrastructure Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the first 25% of the Bus Infrastructure Contribution shall be used by the County Council towards the provision of a new updated bus stop pole and timetable
2. To give notice in writing to the Head of Legal and Democratic Services at the County Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of Occupation of more than 25% of the Dwelling.
3. If the first 25% of the Bus Infrastructure Contribution is not paid to the County Council as set out in paragraph 1 to this Schedule then interest upon the first 25% of the Bus Infrastructure Contribution shall become payable to the County Council in addition to the first 25% of the Bus Infrastructure Contribution from the date when the first 25% of the Bus Infrastructure Contribution became due until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit Occupation of more than 25% of the Dwellings forming part of the Development until the first 25% of the Bus Infrastructure Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the County Council
5. Prior to Occupation of more than 50% of the Dwellings to pay to the County Council the second 25% of the Bus Infrastructure Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the second 25% of the Bus Infrastructure Contribution shall be used by the County Council towards the provision of a new updated bus stop pole and timetable
6. To give notice in writing to the Head of Legal Services at the Council of the expected date of the Occupation of more than 50% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of more than 50% of the Dwellings
7. If the Bus Infrastructure Contribution not paid to the County Council as set out in paragraph 5 to this Schedule then interest upon the second 25% of the Bus Infrastructure Contribution shall become payable to the County Council in addition to the second 25% of Bus Infrastructure Contribution from the date when the second 25% of the Bus Infrastructure Contribution became

due until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC

8. Without prejudice to paragraph 5 to this Schedule not to cause or allow or permit Occupation of more than 50% of the Dwellings forming part of the Development until the second 25% of the Bus Infrastructure Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 5 and any interest if payable pursuant to paragraph 7 to this Schedule has been paid in full to the County Council
9. Prior to Occupation of more than 75% of the Dwellings to pay to the County Council the final 50% of the Bus Infrastructure Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and final 50% of the Bus Infrastructure Contribution shall be used by the County Council towards the provision of a new updated bus stop pole and timetable
10. To give notice in writing to the Head of Legal Services at the Council of the expected date of the Occupation of more than 75% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of more than 75% of the Dwellings
11. If the Bus Infrastructure Contribution is not paid to the County Council as set out in paragraph 5 to this Schedule then interest upon the final 50% of the Bus Infrastructure Contribution shall become payable to the County Council in addition to the final 50% of the Bus Infrastructure Contribution from the date when the final 50% of the Bus Infrastructure Contribution became due until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
12. Without prejudice to paragraph 9 to this Schedule not to cause or allow or permit Occupation of more than 75% of the Dwellings forming part of the Development until the final 50% of the Bus Infrastructure Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 9 and any interest if payable pursuant to paragraph 11 to this Schedule has been paid in full to the County Council
17. The Bus Infrastructure Contribution shall be used towards the purposes detailed in this Schedule and for the avoidance of doubt the parties agree that where the County Council has expended monies towards the purposes detailed in this Schedule prior to payment of the Bus Infrastructure Contribution the County Council shall be entitled to use the Bus Infrastructure Contribution towards reimbursing itself in relation to such monies PROVIDED THAT the Owner shall not as a result of this paragraph be required to make payment of the Bus Infrastructure Contribution unless or until it falls due in accordance with the terms of this Schedule 8.

SCHEDULE 9

THE COMMUNITY TRANSPORT CONTRIBUTION

The Owners covenant with the County Council as follows:

1. Prior to the first Occupation of the first Dwelling to pay to the County Council the Community Transport Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the Community Transport Contribution shall be used by the County Council towards assistance with the provision of a community transport service for the transport needs of the elderly and disabled in the local area
2. To give notice in writing to the Head of Legal and Democratic Services at the County Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of first Occupation of the first Dwelling.
3. If the Community Transport Contribution is not paid to the County Council as set out in paragraphs 1 to this Schedule then interest upon the Community Transport Contribution shall become payable to the County Council in addition to the Community Transport Contribution from the date when the Community Transport Contribution became due until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit Occupation of any Dwellings forming part of the Development until the Community Transport Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 to this Schedule has been paid to the County Council
5. The Community Transport Contribution shall be used towards the purposes detailed in Paragraph 1 of this Schedule and for the avoidance of doubt the parties agree that where the County Council has expended monies towards the purposes detailed in Paragraph 1 of this Schedule prior to payment of the Community Transport Contribution the County Council shall be entitled to use the Community Transport Contribution towards reimbursing itself in relation to such monies PROVIDED THAT the Owner shall not as a result of this paragraph be required to make payment of the Community Transport Contribution unless or until it falls due in accordance with the terms of this Schedule 9.

SCHEDULE 10

THE EDUCATION CONTRIBUTION

The Owners covenant with the County Council as follows:

1. Prior to the Occupation of more than 25% of the Dwellings to pay to the County Council the first 25% of the Education Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the first 25% of the Education Contribution shall be used by the County Council towards the Education Purposes.
2. To give notice in writing to the Head of Legal and Democratic Services at the County Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of Occupation of more than 25% of the Dwelling.
3. If the first 25% of the Education Contribution is not paid to the County Council as set out in paragraph 1 to this Schedule then interest upon the first 25% of the Education Contribution shall become payable to the County Council in addition to the first 25% of the Education Contribution from the date when the first 25% of the Education Contribution became due until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit Occupation of more than 25% of the Dwellings forming part of the Development until the first 25% of the Education Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the County Council
5. Prior to Occupation of more than 50% of the Dwellings to pay to the County Council the second 25% of the Education Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the second 25% of the Education Contribution shall be used by the County Council towards the Education Purposes
6. To give notice in writing to the Head of Legal Services at the Council of the expected date of the Occupation of more than 50% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of more than 50% of the Dwellings
7. If the Education Contribution not paid to the County Council as set out in paragraph 5 to this Schedule then interest upon the second 25% of the Education Contribution shall become

payable to the County Council in addition to the second 25% of Education Contribution from the date when the second 25% of the Education Contribution became due until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC

8. Without prejudice to paragraph 5 to this Schedule not to cause or allow or permit Occupation of more than 50% of the Dwellings forming part of the Development until the second 25% of the Education Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 5 and any interest if payable pursuant to paragraph 7 to this Schedule has been paid in full to the County Council
9. Prior to Occupation of more than 75% of the Dwellings to pay to the County Council the final 50% of the Education Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and final 50% of the Education Contribution shall be used by the County Council towards the Education Purposes
10. To give notice in writing to the Head of Legal Services at the Council of the expected date of the Occupation of more than 75% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of more than 75% of the Dwellings
11. If the Education Contribution is not paid to the County Council as set out in paragraph 5 to this Schedule then interest upon the final 50% of the Education Contribution shall become payable to the County Council in addition to the final 50% of the Education Contribution from the date when the final 50% of the Education Contribution became due until the date of payment to the County Council at the rate of 4% above the base lending rate of Barclays Bank PLC
12. Without prejudice to paragraph 9 to this Schedule not to cause or allow or permit Occupation of more than 75% of the Dwellings forming part of the Development until the final 50% of the Education Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 9 and any interest if payable pursuant to paragraph 11 to this Schedule has been paid in full to the County Council
13. The Education Contribution shall be used towards the Education Purposes and for the avoidance of doubt the parties agree that where the County Council has expended monies towards the Education Purposes prior to payment of the Education Contribution the County Council shall be entitled to use the Education Contribution towards reimbursing itself in relation to such monies PROVIDED THAT the Owner shall not as a result of this paragraph be required to make payment of the Education Contribution unless or until it falls due in accordance with the terms of this Schedule 10.

SCHEDULE 11

COUNCIL'S COVENANTS

Repayment of Contributions

1. The Council hereby covenants with the Owners to use all of the Council Contributions received by it from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council (both acting reasonably) shall agree in writing provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
2. The Council covenants with the Owners that it will pay to the person that paid the Council Contributions such amount of any Council Contributions made by the Owners to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten years of the date of receipt by the Council with the exception of the Off Site Public Open Space Contribution or any contribution (or element thereof) or commuted sum collected towards the maintenance of off site public open space
3. The Council shall provide to the Owners such evidence as the Owner shall reasonably request in writing in order to confirm the expenditure or commitment of the Council Contribution(s) paid by the Owners to the Council under this Deed

SCHEDULE 12
COUNTY COUNCIL'S COVENANTS

Repayment of Contributions

1. The County Council hereby covenants with the Owners to use the County Contributions received by it from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the County Council (both acting reasonably) shall agree in writing provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
2. The County Council covenants with the Owners that it will pay to the person that paid the County Contributions such amount of the County Contributions made by the Owners to the County Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten years of the date of receipt by the County Council (which in the case of a phased payment shall be the date of receipt of the final instalment of the relevant County Contribution).
3. The County Council shall provide to the Owners such evidence as the Owners shall reasonably request in writing to confirm the expenditure or commitment of the County Contributions paid by the Owners to the County Council under this Deed

APPENDIX A

ALLOCATION OF AFFORDABLE HOUSING DWELLINGS

Allocation of Affordable Housing Dwellings

Timescales for applying the Local Connection cascade

This document sets out the Councils expected timescales for moving from one part of the cascade to the next. This will guide Council and RP officers in terms of operational practice and ensure effective monitoring and is as follows:

- For initial lets of rented units advertising can commence at least 2 months prior to allocation to seek expressions of interest. The property should not be allocated until completion or handover to RP.
- For re-lets of rented units the property can be advertised on Housing for You when notice is received from the existing tenant.
- For initial sale of shared ownership and discount market sales units advertising, to seek expressions of interest and exchange of contracts can commence prior to handover. It is encouraged that the property is advertised via Housing for You as part of any wider package of promotion.
- For re-sales of shared ownership and discount market sales units advertising can commence at the point the value has been agreed between the relevant parties. (NB The Council must agree discount market sales valuations).
- Advertising of all properties - for the first two weeks preference should be given to applicants with a Local Connection to the Parish, if necessary for the next two weeks, preference should be extended to applicants with a Local Connection to the adjoining Parishes followed by the relevant District area:

Wk 1	Wk2	Wk3	Wk4	Wk5	Wk 6	Wk 7	Wk 8
Parish		Adjacent Parishes		District			

After 8 weeks the property may be allocated to an applicant registered on Housing for You (where relevant) and who has a need for affordable housing and is resident in the UK.

NB Sometimes there may be a need to add further steps after week 8. For example where a neighbouring district is in close proximity to the Parish, residents of that district should be given priority following the relevant District Council and before extending to the UK. If this is necessary it would be agreed by the Director of Housing and Communities and Director of Planning for Malvern Hills and Wychavon Councils.

APPENDIX B

FIRST HOMES - ELIGIBILITY CRITERIA (LOCAL)

DRAFT COMPLIANCE CERTIFICATE

FIRST HOMES DRAFT COMPLIANCE CERTIFICATE

Date:	[]
To:	[Buyer's conveyancer]
	[Builder's conveyancer]
	[Buyer's mortgage advisor]
	[First Home buyer(s)]
First Homes Buyer(s) name(s) the proposed First Homes Owner(s):	[]
First Home property to be purchased:	[plot & address]
Copied to:	[First Homes Buyer(s) current address before purchase] [First Homes house builder]

1. The homebuyer(s) (the proposed First Homes Owner(s)) First Homes application has been approved by [local authority] name] subject to the [local authority] First Homes planning agreement addendum/supplementary deed between [builder and [local authority] date] and confirmed in this Authority Exchange and this Compliance Certificate issued to the proposed First Homes Owner and their conveyancer by [local authority] as follows:

First Homes Buyer(s) name(s) the proposed First Homes Owner(s)	[Full Names]
Builder (current First Homes Owner)	[Builder]
First Home property to be purchased:	[plot & address]
First Home forecast purchaser legal completion date:	
Market value (100% of value)	[£]
First Homes discount %	[30%]
First Homes Purchase Price (price to be paid by the proposed First Homes Owner applying the First Homes discount to the Market value)	[£]
Date of exchange of contracts	
Date of completion	

2. COMPLIANCE CERTIFICATE

3. This Authority to Exchange and COMPLIANCE CERTIFICATE is issued by the [local authority] confirming that a Dwelling is being disposed of to a First Home purchaser(s) specified in this Authority to Exchange meeting the:
- a. Eligibility Criteria (National)
 - i. First Time Buyer;
 - ii. Having Household income no more than £80,000 per annum [; and if applicable
 - b. the Eligibility Criteria (Local)
 - i. Lives or works in [local authority] district; or

- ii. A Key worker/essential worker defined by [local authority]; or
- iii. Member of United Kingdom armed forces.]

4.The national and local criteria set out in full in the [local authority] First Homes planning agreement addendum/supplementary deed between [builder and [local authority] date], the Planning Obligations.

5.And the First Homes Purchaser, the new First Homes Owner has provided all the necessary First Homes confirmations and declarations of eligibility required by [local authority] and will comply with the covenant in the transfer to comply with the Planning Obligations in relation to the Property.

6.WARNING: This First Homes Authority to Exchange and COMPLIANCE CERTIFICATE may be withdrawn at any time if the homebuyer does not comply with, or satisfy, [local authority's] eligibility criteria).

Yours sincerely

Name:	
Signed:	
For and on behalf of	[Local authority]
Dated:	

In witness whereof the Council the Owner and the County Council have duly executed this Deed

THE COMMON SEAL OF **WYCHAVON**)
DISTRICT COUNCIL was hereto affixed)
in the presence of:)

Director of Legal and Governance/Chief Executive/Deputy Chief Executive/ Joint Head of Economy and Environment

EXECUTED AS A DEED by)
JAMES HENRY TEMPEST BOUSKELL)
in the presence of)

Name of Witness

Signature of Witness

Occupation of Witness

Address of Witness

EXECUTED AS A DEED by)
MARK JONATHAN MUSGRAVE)
in the presence of)

Name of Witness

Signature of Witness

Occupation of Witness

Address of Witness

THE COMMON SEAL of **WORCESTERSHIRE**)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)