DATED 25th September 2020

(1) **MALVERN HILLS DISTRICT COUNCIL**

(2) **NEIL HOWARD BAYLISS PARKINSON, ROBERT NIGEL HOLBROOK, PHILLIP BARRINGTON HOLBROOK and MARK ROSS HOLBROOK**

(3) **GUILD HOMES (CLIFTON) LIMITED**

(4) **WORCESTERSHIRE COUNTY COUNCIL**

SECTION 106 AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended) relating to land at Hope Lane, Clifton-On-Teme, Worcester

M Patel
Legal Services Manager
Malvern Hills District Council
Council House
Avenue Road
Malvern
Worcestershire
WR14 3AF
Ref no 18/01515/FUL

THIS DEED is made the 25th day of September Two Thousand and Twenty

BETWEEN:

(1) **MALVERN HILLS DISTRICT COUNCIL** of Council House, Avenue Road, Malvern, Worcestershire WR14 3AF ("the Council") of the first part

(2) **NEIL HOWARD BAYLISS PARKINSON** of 1 Saxon Close, Clifton-On-Teme, Worcester WR6 6DL and care of Painters Solicitors, 1 New Street, Stourport-On-Severn, Worcestershire DY13 8UN and **ROBERT NIGEL HOLBROOK, PHILIP BARRINGTON HOLBROOK AND MARK ROSS HOLBROOK** care of Davenport and Scott Solicitors, 14 Church Street, Ambleside, Cumbrian LA22 0BT (collectively "the Owners") of the second part

(3) **GUILD HOMES (CLIFTON) LIMITED** (Company Registration Number: 9086886) whose registered address is Knarsboro House, Bradley Road, Stourbridge, DY8 1XB ("the Developer") of the third part

(4) **WORCESTERSHIRE COUNTY COUNCIL** of County Hall, Spetchley Road, Worcester, Worcestershire WR5 2NP ("the County Council") of the forth part

RECITALS

1. **DEFINITIONS**

Wherever the context so permits in this Deed the following shall have the following meanings:

"the 1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	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: Seven (7) Social Rented Units Two (2) Intermediate Housing Units
"the Affordable Housing Contribution"	means the sum of Twelve Thousand Seven Hundred and Ninety Seven Pounds (£12,797.00)

	payable in accordance with Schedule 2 to this Deed
"Affordable Housing Dwellings"	means nine (9) of the Dwellings and their plots and allocated parking spaces/garages to be constructed upon the Land as shown on the Affordable Housing Plan, such dwellings to be provided as Affordable Housing in accordance with the provisions of Schedule 1 to this Deed
"Affordable Housing Plan"	means Plan 2 attached to this Deed and marked "Affordable Housing Plan" or such other plan as may be approved in writing by the Council
"the Application"	means the full planning application made to and registered by the Council on 11th December 2018 under Council Reference No. 18/01515/FUL
"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) and 93 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
"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; (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 (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 And "Completion" shall be construed accordingly
"the Council"	means Malvern Hills 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 the erection of 23 new dwellings, associated infrastructure and landscaping pursuant to the Planning Permission
"Discounted Price"	means 70% of the Open Market Value
"Dwelling"	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
"Fixed Equity Housing Units"	means the Dwellings comprised in the Development to be provided in accordance with Schedule 1 to this Deed and their plots and allocated parking spaces and/or garage as shall be constructed on the Land pursuant to the Planning Permission and the Affordable Housing Plan which are to be sold to Qualifying Residents at a price equal to 70% of the Open Market Value and be constructed accordingly
"General Market Dwellings"	means Dwellings other than the Affordable Housing Dwellings constructed on the Land pursuant to the Planning Permission and for sale or potentially for sale on the open market
"Highways Contribution"	means the sum of Fourteen Thousand Five Hundred Pounds (£14,500.00) made up of the following: (i) £3,000.00 (Three Thousand Pounds) for the upgrading of the bus stop outside the Red Lion Public House; (ii) £1,500.00 (One Thousand Five Hundred Pounds) towards a pedestrian crossing link

	to link the Development to the existing footway on the north edge of Hope Lane; (iii) £10,000.00 (Ten Thousand Pounds) towards improving community transport provision; payable in accordance with Schedule 4 SH to this Deed
"Home Choice Plus Register"	shall mean the register for allocating the Affordable Housing Dwellings administered by the Council or any equivalent or similar replacement from time to time in existence
"Homes England"	means Homes England or any successor to its statutory functions
"the Housing Act"	means the Housing Act 1985 or any statutory modification or re-enactment thereof
"Intermediate Housing Units"	means those Affordable Housing Dwellings, including their plots and allocated parking space and/or garage as shall be constructed on the Land pursuant to the provisions of Schedule 1 which Affordable Housing Dwellings are to be provided as Fixed Equity Housing Units and references to "Intermediate Housing Unit" shall be construed accordingly
"the Land"	means the land shown edged red on Plan 1
"Mortgagee"	shall mean any mortgagee or chargee or lender of an occupier of an Affordable Housing Dwelling with a charge secured on the occupier's Completed Dwelling and the expression Mortgagee shall include any receiver or manager or other party appointed pursuant to any statutory or contractual right to exercise the mortgagee/chargee/lender's security arising from the said charge
"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 Pitch Contribution"	means the sum of Twenty Five Thousand Seven Hundred Pounds (£25,700.00) payable in accordance with Schedule 2 to this Deed
"Off Site General Open Space Contribution"	means the sum of Fifty Five Thousand seven Hundred and Forty Four Pounds (£55,744.00) payable in accordance with Schedule 3 of 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 Fixed Equity Housing Unit would have been completed unconditionally (as if it was a General Market Dwelling) on the date of valuation assuming; (a) a willing seller and a willing buyer; and (b) that prior to the date of valuation the Fixed Equity Housing 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 (c) that no account is taken of any bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably and prudently and without compulsion; and (e) that the property is in its existing state of repair And "Open Market Valuations" shall be construed accordingly

"The Parish"	means either the parish of Clifton-upon-Teme or Lower Sapey
"The Parishes"	means the following parishes: Shelsley Beauchamp, Shelsley Walsh, Martley and Stanford with Orleton
"Plan 1"	means the plan appended to this Deed and marked "Plan 1" showing the Land edged in red
"Plan 2"	means the plan appended to this Deed and marked "Plan 2" identifying the proposed Affordable Housing Dwellings
"the Planning Permission"	means the permission to be granted pursuant to the Application and any approved non-material amendment to it
"Protected Tenant"	means any tenant or leaseholder who has exercised any statutory right to buy in respect of a particular Affordable Housing Dwelling (which expression excludes any tenant or leaseholder who has exercised a voluntary right to buy)
"Qualifying Resident"	shall mean a person who is in need of Affordable Housing and is on the Home Choice Plus Register and: (a) Has lived in the Parish 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 (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 (c) Has permanent paid employment in the Parish; or (d) Has a local connection to the Parish as a result of special circumstances (subject to the approval by the Housing Services Manager) If no person qualifies pursuant to (a) – (d) above then a person who is on the Home Choice Plus

	Register and is in need of Affordable Housing and: (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 (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 (g) Has permanent paid employment in any of the Parishes; or (h) Has a local connection to the Parishes as a result of special circumstances (subject to the approval by the Housing Services Manager) If no persons qualifies pursuant (e) to (h) above then a person who is on the Home Choice Plus Register and is in need of Affordable Housing and: (i) Has lived in the District of Malvern Hills 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 (j) Has close family living in the District of Malvern Hills, 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 (k) Has permanent paid employment in the District of Malvern Hills; or (l) Has a local connection to the District of Malvern Hills as a result of special circumstances (subject to the approval by the Housing Services Manager)

	If no person qualifies pursuant to (i) to (l) above then any person who is ordinarily resident in the United Kingdom and who is approved in writing by the Council as being in need of Affordable Housing (such approval not to be unreasonably withheld or delayed), provided that in respect of Intermediate Housing Units that if contracts have not been exchanged to sell/lease the Intermediate Housing Unit to any persons listed above at open market value taking into account the existence of this Deed (or completion effected where there is to be no exchange of contracts) through no fault of the seller for not less than 3 months of the Intermediate Housing Unit being marketed for sale, but not before one month has expired following Completion of the Intermediate Housing Units then Qualifying Resident shall mean any person
"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 Homes and Communities Agency (now known as Homes England) or similar successor body
"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
"Sale Approval Form"	means the sale approval form in the form of the draft attached to this Deed
"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 and 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
"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)

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 terms "the Owners" and "the Developer" 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 Owners or any other party

then such agreement, consent, approval or expression of satisfaction shall not be unreasonably or arbitrarily withheld or delayed

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 Highway Authority as defined in the Highway Act 1980 for the area in which the Land is situated and by whom the obligations in this Deed in respect of highway 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. WR73330

3.5 The Developer has the benefit of a contract to purchase the Owners' freehold title registered at the Land Registry under title no. WR73330 dated 27 April 2018

3.6 The Council, the County Council, the Owners and the Developer are entering into this Deed to make provision for regulating the Development in the manner hereinafter appearing

3.7 The Developer has submitted the Application to the Council

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 County Council against the Owners and their successors in title

4. PLANNING OBLIGATIONS

[redacted]

The covenants contained in Schedules 1-5 (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 The Owners in respect of the Land hereby covenants and undertakes in respect of each and every part of the Land to observe and perform the covenants given by the Owners which are contained in Schedules 1 – 5 (inclusive) to this Deed with the intent that the same shall bind the Land and 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**

6.1 The provisions of this Deed shall come into effect upon the later of:

(a) the date the Planning Permission is issued; and

(b) the Commencement of Development

7. **WARRANTIES**

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

(a) they remain at the date of this Deed seised in fee simple of the Land registered with Title Absolute at the Land Registry under Title No. WR73330 free from any encumbrances (other than those mentioned in this Deed); and

(b) 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

(c) there have been no dealings with the Land between 7 April 2020 at 11:48 and the date hereof

7.2 The Developer hereby warrants to the Council and County Council that in respect of the Land:

(a) they remain at the date of this Deed the sole beneficiaries of the contract to purchase the Owners' freehold title registered at the Land Registry under title no. WR73330 dated 27 April 2018; and

(b) 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

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 or 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 or 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 or 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 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed nothing in this Deed shall be binding on nor enforceable against;

8.11.1 A Protected Tenant (including their Mortgagee) nor against anyone deriving title from any of them; and

8.11.2 A mortgagee of a Registered Provider (as defined in clause 13) which has first complied with the requirements of Clause 13.2 of this Deed and

8.11.3 A Registered Provider complying with any statutory or contractual rights of a Protected Tenant to acquire the freehold in any Affordable Housing Dwellings

8.11.4 The successors in title to all of the foregoing including any Mortgagee lender or chargee to any such successors in title

And for the avoidance of doubt this Clause 8.11 shall not apply to anyone exercising a voluntary right to buy an Affordable Housing Dwelling and such Affordable Housing Dwellings shall continue to be bound by this Deed

8.12 The provisions of Schedules 2-5 inclusive) of this Deed shall not be binding on any occupier tenant or lessee of an Affordable Housing Dwelling (with the exception of the Fixed Equity Housing Units) or any Mortgagee or successor in title of the foregoing

8.13 No person shall be liable for a breach of this Deed:

8.13.1 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

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

8.14 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

8.15 The Council covenants with the Owners as set out in Schedule 5

8.16 The County Council covenants with the Owners as set out in Schedule 6

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

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 in the sum of £3,500.00 (Three Thousand Five Hundred Pounds) on the date hereof

10.2 The Owners covenant to pay the Council its monitoring and administrative fees on the date hereof in the sum of £1,700 (one thousand seven hundred pounds)

10.3 The Owners covenant to pay the County Council's reasonable and proper legal costs in relation to this Deed in the sum of £1,500.00 (One Thousand Five Hundred Pounds) on the date hereof

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 (as appropriate) 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 or the County Council be at the address aforesaid or such other address for service as shall have been previously notified by the Council or the County Council (as the case may be) to the Owners and in the case of service upon the Owners or the Developer will be at their last known address (if an individual) or their 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 United Kingdom

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.

13.2 The affordable housing provisions 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 Legal Services Manager 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 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;

14.1.2 The Planning Permission expires before the Commencement of the 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. DEVELOPER'S CONSENT

16.1 The Developer hereby consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the creation of its interest in the Land and that its interest in the Land shall take effect subject to this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed (save in relation to Clause 10) unless it takes possession of the Land at which time it too will be bound by the obligations as if it were a person deriving title from the Owners

SCHEDULE 1

AFFORDABLE HOUSING

The Owners of the Land covenant with the Council as follows:

1. To construct and lay out the Affordable Housing Dwellings in accordance with the provisions of this Schedule 1 and the Affordable Housing Plan

2. To 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

3. To procure the construction and completion at their own cost and expense of all the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of eighty per cent (80%) of the General Market Dwellings

4. Completion of the Affordable Housing Dwellings shall be deemed to be either when the NHBC Buildmark Certificate (or similar equivalent) shall have been issued in respect of all of the Affordable Housing Dwellings or when the local authority building control consultancy or approved inspector certifies them all complete if earlier

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 and in accordance with the timescales and arrangements set out in the document entitled 'Allocation of Affordable Housing Dwellings' at Appendix 4 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 50% of the Affordable Housing Dwellings to a Registered Provider (or in the case of Fixed Equity Housing Units to a purchaser of such Fixed Equity Housing Units) 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 Legal Services Manager 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 the Affordable Housing Dwellings to a Registered Provider (or in the case of Fixed Equity Housing Units to a purchaser of such Fixed Equity Housing Units) 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 Legal Services Manager at the Council

8. Not to allow the Affordable Housing Dwellings 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 otherwise than by way of a mortgage or charge or to a Registered Provider (or in the case of Fixed Equity Housing Units to a purchaser of such Fixed Equity Housing Units) by way of a freehold transfer or in the case of any Affordable Housing that does not comprise Fixed Equity Housing Units the grant of a long headlease interest for the purposes of providing Affordable Housing Dwellings

10. To give notice in writing to the Legal Services Manager 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 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 Legal Services Manager at the Council prior to the transfer of any Affordable Housing Dwellings to a Registered Provider and agreed in writing by the Legal Services Manager at the Council (such agreement not to be unreasonably withheld or delayed) at least 2 months prior to Occupation of any Affordable Housing Dwelling

12. Not to charge an occupier of any of the Affordable Housing Dwellings (excluding the Fixed Equity Housing Units) a service charge unless details of all items covered under the service charge have been submitted to the Housing Services Manager of the Council at least two months prior to Occupation of any Affordable Housing Dwelling and have been approved in writing by the Housing Services Manager of the Council (such agreement not to be unreasonably withheld or delayed)

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 Homes and Communities Agency (now known as Homes England) or its equivalent successor body:

13.1 To give notice immediately in writing to the Legal Services Manager 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 Homes & Communities Agency (now Homes England) may dispose of its freehold or long headleasehold interest in the Affordable Housing Dwellings subject to any subsisting leases and the terms of this 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 Legal Services Manager 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 this Deed AND

13.3.3 At least four (4) months have elapsed since the said Legal Services Manager 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 Legal Services Manager at the Council

14. Until such time as the Affordable Housing Dwellings are transferred pursuant to paragraph 13 of this Schedule 1 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 as defined in section 24(3) of the Housing Act 1996 (and any amendment, re-enactment or successor provision) to fund the provision of further Affordable Housing and to make such provision within the District of Malvern Hills

16. **Fixed Equity Housing Units**

The Owners covenant with the Council as follows:

16.1 To provide to the Legal Services Manager at the Council on a quarterly basis from the date of Commencement of Development until Completion of the Fixed Equity Housing Units a development progress report in writing recording the Completion of the Fixed Equity Housing Units and giving details of the plot numbers and sizes of the Fixed Equity Housing Units

16.2 Not to occupy the Fixed Equity Housing Units until the Council's Housing Services Manager shall have agreed in writing the Open Market Value of the Fixed Equity Unit(s) in respect of which the Council shall endeavour to respond within 28 days of receipt from the Owners

16.3 Prior to the initial first sale of the Fixed Equity Housing Unit(s) not to add any conservatories or other extensions to the said Fixed Equity Housing Units that may be permitted under permitted development rights and to fit only standard fixtures and fittings including kitchen and bathroom units, to ensure that the Fixed Equity Housing Unit(s) are retained as affordable

16.4 Not to occupy or allow the Fixed Equity Housing Units 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) for Occupation as his sole residence

16.5 To offer the freehold to each of the Fixed Equity Housing Units for sale to private individuals as their sole residence only and to make it clear in all advertisements and literature thereto that the Fixed Equity Housing Units can only be purchased by Qualifying Residents whose lack of ability to purchase the Fixed Equity Housing Unit at Open Market Value has to be evidenced in writing to the Council's Housing Services Manager and approved by her and who have local connections to the area. The Sale Approval Form at Annex 3 to this Deed shall be used for this purpose

16.6 Following the initial disposal of a Fixed Equity Housing Unit to give notice in writing to the Council's Housing Services Manager immediately if an Owner has decided to sell his interest in a Fixed Equity Housing Unit and to provide two written Open Market Valuations of the Fixed Equity Housing Unit carried out by two independent valuers and calculated as at the date of instructions in writing to the Council's Housing Services Manager prior to marketing the Fixed Equity Housing Unit

16.7 Not to sell any Fixed Equity Housing Units other than at the Discounted Price and thereafter for no more than the Discounted Price and to sell them only for exclusive occupation by a Qualifying Resident approved in writing by the Council's Housing Services Manager and his immediate family as their sole residence

16.8 Each transfer of each Fixed Equity Housing Unit from time to time will contain an application to the Land Registry to place the following restriction ("the Restriction") in the Proprietorship Register of the title to the Fixed Equity Housing Unit (or in such other form as the Land Registry shall deem appropriate):

"No transfer or lease of the registered estate, by the proprietor of the registered estate is to be registered without a certificate signed by Malvern Hills District Council of The Council House, Avenue Road, Malvern, Worcestershire WR14 3AF, or their conveyancer, that the provisions of Paragraph 18 of Schedule 1 to the Section 106 Agreement dated [ ] made between [insert names of parties] have been complied with"

16.9 Not less than 10 Working Days prior to entering into a binding agreement for any sale of a Fixed Equity Housing Unit (or transferring it where there is to be no exchange of contracts) to certify and provide written evidence to the Council that the proposed sale of the Fixed Equity Housing Unit is in accordance with the terms applicable to it in this Deed

16.10 Not to complete any transfer of a Fixed Equity Housing Unit without first having received a certificate from the Legal Services Manager at the Council that the Restriction has been compiled with

16.11 Immediately following completion of any purchase of a Fixed Equity Housing Unit the new Owner shall make a valid application to the Chief Land Registrar at the Land Registry to re-register the Restriction on the freehold title to the Fixed Equity Housing Unit purchased and shall simultaneously provide a copy of such application to the Legal Services Manager at the Council. Thereafter the new Owner shall diligently pursue such application and provide official copies of the Register to the freehold title to the Fixed Equity Housing Unit to the Legal Services Manager at the Council immediately the Restriction is registered

16.12 Not to let any of the Fixed Equity Housing Units or any part or parts thereof

16.13 Without prejudice to the generality of the preceding paragraphs the provisions of this Schedule 1 shall ensure that all buyers of the Fixed Equity Housing Units are Qualifying Residents PROVIDED ALWAYS that (despite all reasonable endeavours by the Owners) in the event that no buyer has agreed to purchase the Fixed Equity Housing Units (subject to formal written contract) within the timescales set out below then on that occasion a sale to a person not being a Qualifying Resident shall be permitted but only on the basis that such Unit shall remain subject to the terms of this Deed on all subsequent sales:

16.13.1 On any subsequent sale of the Fixed Equity Housing Unit four (4) calendar months from the date it is offered for sale and openly advertised as such

SCHEDULE 2

AFFORDABLE HOUSING CONTRIBUTION

The Owners covenant with the Council as follows:

1. Prior to the Occupation of 50% of the Dwellings to pay to the Council the Affordable Housing Contribution (which Contribution 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) towards the provision of Affordable Housing

2. To give notice in writing to the Legal Services Manager at the Council of the expected date of Occupation of 50% of the Dwellings at least 10 Working Days prior to the expected date of Occupation of 50% of the Dwellings

3. If the Affordable Housing Contribution is not paid as set out in paragraph 1 above interest upon the Affordable Housing Contribution shall become payable to the Council in addition to the said Contribution from the date when the Affordable Housing 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 allow or permit the Occupation of any of the Dwellings forming part of the Development until the Affordable Housing Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 of this Schedule has been paid in full to the Council

SCHEDULE 3

OFF SITE FORMAL SPORTS CONTRIBUTION

The Owners covenant with the Council as follows:

1. To pay to the Council the Off Site Formal Sports Contribution (which sum 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) in two equal instalments as follows:

   (a) the first instalment payable prior to Occupation of the 1st Dwelling and

   (b) the second instalment payable prior to the Occupation of the 10th Dwelling

   and to be used for the improvement, maintenance and / or provision of formal pitches within the parishes of Clifton-upon-Teme and/or Lower Sapey

2. To give notice in writing to the Legal Services Manager 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. To give notice in writing to the Legal Services Manager at the Council of the expected date of Occupation of the 10th Dwelling at least 10 Working Days prior to the expected date of Occupation of the 10th Dwelling

4. If the Off Site Formal Sports Contribution is not paid as set out in paragraph 1 above interest upon the Off Site Formal Sports Contribution shall become payable to the Council in addition to the said contribution from the date when the Off Site Formal Sports 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

5. Without prejudice to paragraph 1 to this Schedule not to allow or permit first Occupation of the first Dwelling forming part of the Development until the first instalment of the Off Site Formal Sports Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 4 of this Schedule has been paid in full to the Council

6. Without prejudice to paragraph 1 to this Schedule not to allow or permit the Occupation of the 10th Dwelling forming part of the Development until the second instalment of the Off Site Formal Sports Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 4 of this Schedule has been paid in full to the Council

SCHEDULE 4

OFF SITE GENERAL OPEN SPACE CONTRIBUTION

The Owners covenant with the Council as follows:

1. To pay the Council the Off Site General Open Space Contribution (which contribution 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) in two equal instalments as follows:

   (a) first instalment payable prior to Occupation of the 1st Dwelling and

   (b) second instalment payable prior to Occupation of the 10th Dwelling

   and to be used towards the improvement, maintenance, and / or provision of public general open space within the parishes of Clifton-upon-Teme and/or Lower Sapey

2. To give notice in writing to the Legal Services Manager 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. To give notice in writing to the Legal Services Manager at the Council of the expected date of Occupation of the 10th Dwelling at least 10 Working Days prior to the expected date of Occupation of the 10th Dwelling

4. If the Off Site General Open Space Contribution is not paid as set out in paragraph 1 above interest upon the said Contribution shall become payable to the Council in addition to the said contribution from the date the Off Site General 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

5. Without prejudice to paragraph 1 to this Schedule not to Occupy or permit the first Occupation of the 1st Dwellings on the Land until the first instalment of the Off Site General Open Space Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

6. Without prejudice to paragraph 1 to this Schedule not to Occupy or permit the Occupation of the 10th Dwelling on the Land until the second instalment of the Off Site General Open Space Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 5A

THE HIGHWAYS CONTRIBUTION

The Owners covenant with the County Council as follows:

1. Prior to first Occupation of any Dwelling to pay to the County Council the Highways Contribution (which contribution 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) towards:

   (i) £3,000.00 (Three Thousand Pounds) for the upgrading of the bus stop outside the Red Lion Public

   (ii) £1,500.00 (One Thousand Five Hundred Pounds) towards a pedestrian crossing link to link the Development to the existing footway on the north edge of Hope Lane

   (iii) £10,000.00 (Ten Thousand Pounds) towards improving community transport provision serving the Development:

Asst Director of Legal & Commerce

2. To give notice in writing to the ~~Legal Services Manager~~ 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 Highways Contribution is not paid to the County Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the County Council in addition to the said contribution from the date when the Highways 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 on the Land until the Highways Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council

SCHEDULE 5

COUNCIL'S COVENANTS

[redacted]

Repayment of Contributions

1. The Council hereby covenants with the Owners to use all 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 who paid such amount of any contribution 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 (10) years of the date of receipt by the Council

3. The Council shall provide to the Owners such evidence as the Owners shall reasonably request in writing in order to confirm the expenditure of the contributions paid by the Owners to the Council under this Deed

SCHEDULE 6

COUNTY COUNCIL'S COVENANTS

Repayment of Contributions

1. The County Council hereby covenants with the Owners to use all sums received 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 Owner 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 who paid such amount of any payment made by the Owner to the County Council under this Deed which has not been expended or committed in accordance with the provisions of Schedule 4 of this Deed within five years of the date of receipt of the last payment by the County Council

3. The County Council shall provide to the Owners such evidence as the Owners shall reasonably request in writing in order to confirm the expenditure of the sums paid by the Owners under this Deed

[redacted]

In witness whereof the Council, the County Council, the Owners and the Developer have duly executed this Deed

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

[redacted]

Chief Executive / Deputy Chief Executive / Joint Head of Planning and Infrastructure

2425

SIGNED AS A DEED by **NEIL HOWARD BAYLISS PARKINSON** in the presence of:)

[redacted]

Name of Witness Mrs Juliet Adcock

Signature of Witness [redacted]

Occupation of Witness Housewife

Address of Witness Gilltrop Farm
Stoney Ley
Broadway
Worcester
WR6 5NQ.

SIGNED AS A DEED by)
ROBERT NIGEL HOLBROOK)
in the presence of:)

[redacted]

Name of Witness Donna clare Kydd

Signature of Witness [redacted]

Occupation of Witness sales Assistant

Address of Witness 23 Stonecroft,
Ambleside
Cumbria
LA22 0AH.

SIGNED AS A DEED by)
PHILLIP BARRINGTON HOLBROOK)
in the presence of:)

[redacted]

Name of Witness SARAH WATERHOUSE

Signature of Witness [redacted]

Occupation of Witness Graphic Designer.

Address of Witness MANOR COTTAGE, RYDAL
AMBLESIDE, LA22 9LR

SIGNED AS A DEED by)
MARK ROSS HOLBROOK)
in the presence of:)

[redacted]

Name of Witness PAUL BUNNY

Signature of Witness [redacted]

Occupation of Witness DIRECTOR

Address of Witness 6H WETHERBY AVE
BLACKPOOL
FY4 1QA

EXECUTED AS A DEED by)
GUILD HOMES (CLIFTON) LIMITED)
acting by one Director)
in the presence of a witness)

Director [redacted]

Name of Witness NEIL MARTIN

Signature of Witness [redacted]

Occupation of Witness GARDER

Address of Witness 7 WELL LANE
LITTLE WITLEY
NR WORCESTER.

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

Authorised Signatory

[redacted]

PRINCIPAL SOLICITOR

Appendix 1

Plan 1 – the Land

The copyright of this drawing is vested with Corstorphine + Wright Ltd and must not be copied or reproduced without the consent of the company.

Figured dimensions only to be taken from this drawing. DO NOT SCALE. All work and setting out to be checked on site before the commencement of any subsequent work and discrepancies brought to the attention of the company prior to any work being carried out in connection with it.

NOTES

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[redacted]

Site Area: 14 134 sqm

Client
GUILD HOMES

Project
HOPE LANE
CLIFTON-UPON-TEME

Drawing Title
LOCATION PLAN

Drawn	Checked	Paper Size	Scale	Date
DC	DC	A3	1:1250	SEPT 2018

Project No.	Drawing No.	Revision
18027	300	P-00

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Appendix 2

Plan 2 - Affordable Housing Plan

[redacted]

Schedule of Accommodation

	Type	No	Sq	Area (sqft)	Total (sqft)
Private					
	2 bed - 2B, 3 Person	9	2B	1181	9,875
	3 bed - 5B, 6 Person	5	5B	1540	7,900
	4 bed - 5B, 8 Person	4	5B	2154	10,000
Total		14	81		34,880
Affordable					
	1 bed Flat - 2B, 3 Person	5	2B	635	4,130
	2 bed House - 4B, 5 Person	2	4B	824	1,264
	3 bed House - 5B, 6 Person	2	5B	963	1,900
Total		9	2B		7,300
Grand Total		23	4B		34,880

Site Area: 14 134 sqm
Green Infrastructure: 5 471 sqm (39%)

DWELLINGS

HOPE LANE
CLIFTON-UPON-TEME

PROPOSED SITE PLAN

Scale	Checked	Paper Size	Date
1:500	DO	A3	SEPT 2019

Project No.	Drawing No.	Rev.
19027	003	P1.00

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Appendix 3

Sale Approval Form

REQUEST FOR APPROVAL OF FIXED EQUITY PURCHASERS,

To be emailed to: (t)hannah.hunter@wychavon.gov.uk 01386 565386

Developer's name:

Scheme name:

Contact details:

Plot number:

Property Type	

Full Market Price	
Discounted Purchase Price (% of Market Value)	

Purchasers' name(s)	
Current Address(es)	

A) Local connection by reason of:

Current residence (6 months)	YES/NO
Previous residence (3 out of the last 5 years)	YES/NO
Close relatives resident for 5 years + (mother/father/brother/sister/son/daughter)	YES/NO
Current employment	YES/NO

B) Registered on Home Choice Plus? Insert Registration Number here:	YES
C) Housing needs not met by the market due to income?	YES

Annual Income	
Amount of Deposit	

Date application received:	

Please provide evidence of annual income (P60 or last 3 months payslips) and proof of residency

Approved on behalf of Wychavon District Council/Malvern Hills District Council

Name:.....

Date:

Appendix 4

Allocation of Affordable Housing

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 Home Choice Plus ("HCP") when notice is received from the existing tenant.

- For initial sale of shared ownership and fixed equity units advertising, to seek expressions of interest and exchange of contracts can commence prior to handover. The property must be advertised via HCP as part of any wider package of promotion.

- For re-sales of shared ownership and fixed equity units advertising can commence at the point the value has been agreed between the relevant parties. (NB The Council must agree Fixed Equity valuations). Properties should be advertised via HCP as part of any wider package of promotion.

- **All** properties to be advertised on Home Choice Plus. 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 Home Choice Plus 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 Head of Housing and Planning for Malvern Hills and Wychavon Councils.