

DATED

2024

SECTION 106 AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990
(as amended) relating to land at Dilmore Lane, Fernhill

Planning application reference: W/23/01323/OUT

Appeal reference: APP/H1840/W/24/3346731

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

File Ref no. HCR/WYC0002-0377

THIS DEED is made the day of **Two Thousand and Twenty Four**

BETWEEN:

- (1) **WYCHAVON DISTRICT COUNCIL** of Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire WR10 1PT (“the Council”); and
- (2) **WORCESTERSHIRE COUNTY COUNCIL** of County Hall, Spetchley Road, Worcester WR5 2NP (“the County Council”); and
- (3) **JAMES DAVID HARVEY-SMITH** of 51 Barfields, Bletchingley, Redhill RH1 4RA; **GEORGINA SUSAN HARVEY-SMITH** of The Clos Farm, Llanboidy Road, Meidrim, Carmarthen SA33 5QZ; **ANGELA MARGARET HOLMES** of Gleadhill Farm, Dawbers Lane, Euxton, Chorley PR7 6EB (“the Owner”); and
- (4) **LIONCOURT STRATEGIC LAND LIMITED** of 3 Apex Park, Wainwright Road, Worcester WR4 9FN (“the Developer”).

RECITALS

- (A) The Council is the appropriate local planning authority for the purpose of the 1990 Act in respect of the area which includes the Land.
- (B) 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.
- (C) 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 matters are enforceable.
- (D) The Owner is the freehold owner of the Land which is registered with title absolute at the Land Registry under title no. WR155038.
- (E) The Developer has the benefit of an option to purchase the Land by way of agreement dated 14th December 2022 made between the Owners and Developer.
- (F) The Developer submitted the Application to the Council and the Council, acting by its Planning Committee, resolved to refuse the Application. The Developer has submitted the Appeal and a Planning Inspector has been appointed to determine the Appeal.
- (G) The Owner and the Developer 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 Owner and any successors in title in the event the Inspector allows the Appeal and the Planning Permission is granted.

1. **DEFINITIONS**

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

the 1990 Act	the Town and Country Planning Act 1990 (as amended)
Additional First Homes Contribution	<p>means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of Part B of Schedule 1, the lower of the following two amounts:</p> <p>(a) 30% of the proceeds of sale; and</p> <p>(b) the proceeds of sale less the amount due and outstanding to any First Home Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Home Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</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>
Affordable Housing	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

	<p>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 Affordable Housing Dwellings shall comprise 40% of the Dwellings made up as follows:</p> <p>69% Social Rented (36 Dwellings)</p> <p>6% Shared Ownership (3 Dwellings)</p> <p>25% First Homes (13 Dwellings)</p> <p>PROVIDED THAT should the Owner be granted approval at reserved matters stage by the Council for less than the maximum number of Dwellings permitted by the Planning Permission then the percentage Social Rented Dwellings and Shared Ownership Dwellings and First Homes shall be reduced in proportion to the reduced number of Dwellings</p>
Affordable Housing Dwellings	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 Affordable Housing Scheme and Affordable Housing Plan and the provisions of Schedule 1 to this Deed
Affordable Housing Plan	the plan to be provided as part of the Affordable Housing Scheme
Affordable Housing Scheme	a scheme including the Affordable Housing Plan 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
Appeal	the appeal submitted by the Developer pursuant to section 78 of the 1990 Act against the refusal of the Application and allocated Planning Inspectorate reference number APP/H1840/W/24/3346731
the Application	the outline planning application validated by the Council under Council Reference No. W/23/01323/OUT

Armed Services Member	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
Built Sports Contribution	the sum of £756 per Dwelling (seven hundred and fifty six pounds) payable per Phase based on the number of Dwellings in that Phase
Certificate of Practical Completion	a certificate issued upon completion of each Self-Build / Custom Build Dwelling being either the NHBC Buildmark Certificate (or similar equivalent) or when the Council's building control consultancy or approved inspector certifies it complete as the case may be
Commencement of Development	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
Community Transport Purpose	means the sum of £66.88 (sixty six pounds and eighty eight pence) per Dwelling payable per Phase based on the number of Dwellings in that Phase and in accordance with Schedule 4 to this Deed to be used to ensure the elderly and disabled residents have access to essential services;
Completed	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	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)
Designated Protected Area	provisions for settlements designated by the Secretary of State as being in a protected area defined by the Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009 (or any amendment or re-enactment thereof)
the Development	residential development for up to 130 dwellings (Class C3) including vehicular access from Dilmore Land, pedestrian and cycle links, public open space, car parking, drainage, landscaping and other associated infrastructure with all matters reserved except for access
Development Standard	<p>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</p>

	<p>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>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 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>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 (except where expressed otherwise) the Affordable Housing Dwellings and Self Build and Custom Build Plots</p>
Education Contribution	<p>means together the Primary School Contribution, the Secondary School Contribution, and the SEND Contribution;</p>

<p>Eligibility Criteria (National)</p>	<p>criteria which are met in respect of a purchase of a First Home if:</p> <ul style="list-style-type: none"> (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
<p>Eligibility Criteria (Local)</p>	<p>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> <ul style="list-style-type: none"> (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 (b) any or all of criteria (i) (ii) and (iii) below are met: <ul style="list-style-type: none"> (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 (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 (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker <p>it being acknowledged that at the date of this agreement the Council has not prescribed any</p>

	Eligibility Criteria (Local) in respect of the disposal of a First Home but that the Rural Lettings Policy at Appendix C shall apply.
Exempt Disposal	<p>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 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	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	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>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> <p>(c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Part B of Schedule 1</p>
First Homes Valuation	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	a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
Formal Sports Contribution	<p>means a sum per General Market Dwelling as follows:</p> <p>(a) a one bed General Market Dwelling = £1546 (one thousand five hundred and forty six pounds);</p> <p>(b) a two bed General Market Dwelling = £2322 (two thousand three hundred and twenty two pounds);</p>

	<p>(c) a three bed General Market Dwelling = £3096 (three thousand and ninety six pounds);</p> <p>(d) a four bed or four bed plus General Market Dwelling = £3870 (three thousand eight hundred and seventy pounds);</p> <p>payable per Phase based on the number of General Market Dwellings in that Phase</p>
Footway Improvements Purpose	<p>Means the sum of £12,000.00 (Twelve Thousand Pounds) payable in accordance with Schedule 4 to this Deed to be used for the provision of dropped kerbs and tactile paving at the following locations –</p> <ul style="list-style-type: none"> • Firlands Close /Station Road junction; • Rosendale Close/Station Road junction; • Shrawley Close/Station Road junction; <p>Station Road/Droitwich Road junction;</p>
General Market Dwellings	<p>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</p>
Highways Contribution	<p>means together the Bus Service Enhancement Purpose, the Community Transport Purpose, the Footway Improvements Purpose and the Traffic Regulation Order Purpose;</p>
Housing Act	<p>the Housing Act 1985 or any statutory modification or re-enactment thereof</p>
Homes England Model Shared Ownership Protected Area Mandatory Buyback Lease	<p>a form of lease prepared by a Registered Provider in a form which has been approved and / or prescribed by Homes England current at the date of this Deed as being an appropriate lease (or any replacement thereto) in a Designated Protected Area allowing the purchase of equity in a Shared Ownership Dwelling to exceed 80% (eighty percent) subject to a buyback obligation by the Registered Provider at open market value</p>
Homes England Model Shared Ownership Protected Area Restricted Staircasing Lease	<p>a form of lease prepared by a Registered Provider in a form which has been approved and / or prescribed by Homes England current at the</p>

	date of this Deed as being an appropriate lease (or any replacement thereto) in a Designated Protected Area restricting the purchase of equity to 80% (eighty percent) in a Shared Ownership Dwelling
Income Cap (Local)	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	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 area of land shown edged red on the Plan
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 agreement the Council has not designated any criteria as Local Connection Criteria.
Management Company	a body with a registered office in England or Wales that is nominated or established by the Owner/s for the acquisition and long term management and maintenance of the On Site Public Open Space in accordance with Schedule 6; the management company principal objectives of which are to maintain and enhance the On Site Public Open Space (including any Play Areas) to the reasonable satisfaction of the Owner and occupiers of the Dwellings from time to time, such body to be adequately self-funded or will be funded through on-going arrangements (and may comprise a resident management company entity) the details of which are to be provided to the Council for approval in writing (such approval not to be unreasonably withheld or delayed)
Mortgagee	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	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
On Site Public Open Space	the on site public open space together with any Play Area and appropriate access to and egress from it for the general public and maintenance

	purposes to be provided on the Land in accordance with the provisions of Schedule 6 of this Deed
Parish	the parish of North Claines
Parishes	the parishes of Hindlip, Martin Hussingtree, Salwarpe, Ombersley and Doverdale
Phase	an area covered by a Reserved Matters Approval or any other area for a Phase as is agreed by the Council in writing
Plan	the plan included in this Deed at Appendix B showing the Land
Planning Permission	the permission which may be granted by the Planning Inspector pursuant to the Appeal and any approved non-material amendments to it
Planning Inspector	the Planning Inspector appointed by the Secretary of State for Levelling Up, Housing and Communities to determine the Appeal
Play Area	a play area to be delivered as part of the On Site Public Open Space
Practical Completion	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 £250,000 (two hundred and fifty thousand pounds) or such other amount as may be published from time to time by the Secretary of State
Primary School Contribution	<p>means the sum calculated as follows:</p> <p>Where N = The net number of Dwellings on the Development excluding Social Rented Units and affordable rent housing, and 1-bed Dwellings;</p> <p>$(N \times 0.05 \times 7) \times 0.97$ (rounded up to a whole number) x £22,122</p> <p>payable in accordance with the provisions of</p>

	<p>Schedule 2 to this Deed to be used for the provision of additional education facilities at Claines CE Primary School</p> <p>and subject to a maximum contribution of £995,490.00 (nine hundred and ninety five thousand, four hundred and ninety pounds)</p>
Primary Healthcare Contribution	<p>the sum of £86,400 (eighty six thousand four hundred pounds) towards new and additional premises or infrastructure, extension to existing premises, and / or improved digital infrastructure and telehealth facilities within Worcester City PCN and Droitwich Ombersley and The Rurals PCN</p>
Protected Occupation Period	<p>means the period of three years beginning with the first Occupation of the Self-Build / Custom-Build Dwelling by the initial owner and ending on the third anniversary thereof or such shorter period agreed by the Council in writing (acting reasonably)</p>
Protected Tenant	<p>means any tenant or leaseholder who:</p> <ul style="list-style-type: none"> (a) has exercised any statutory right to buy or acquire in respect of a particular Affordable Housing Dwelling (which expression excludes any tenant or leaseholder who has exercised a Voluntary Right to Buy); or (b) Is a leaseholder of a Shared Ownership Dwelling and has subsequently purchased from the freeholder all the remaining equitable shares in that Shared Ownership Dwelling so that the said tenant or leaseholder owns the entire Shared Ownership Dwelling
Public Bus Service Enhancement Purpose	<p>the sum of £44,212.08 (Forty-Four Thousand Two Hundred and Twelve Pounds and Eight Pence) payable in accordance with Schedule 4 to this Deed to be used for Improvements to the existing bus service to provide an hourly service;</p>
Qualifying Resident	<p>shall mean in the case of Social Rented Units a person who is in need of Affordable Housing and</p>

	<p>who is on the Housing For You Register and:</p> <ul style="list-style-type: none"> (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 Head of Housing Services) <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> <ul style="list-style-type: none"> (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 Head of Housing Services) <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>
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	<ul style="list-style-type: none"> (i) has lived in the District of Wychavon 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 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 (k) has permanent paid employment in the District of Wychavon; or (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>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> <p>shall mean in the case of Shared Ownership Dwelling a person who is in need of Affordable Housing and:</p> <ul style="list-style-type: none"> (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 Head of Housing Services)
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	<p>to the extent that no persons qualify pursuant to (a) – (d) above then a person who is in need of Affordable Housing and:</p> <ul style="list-style-type: none"> (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 Head of Housing Services) <p>to the extent that no persons qualify pursuant (e) to (h) above then a person who is in need of Affordable Housing and:</p> <ul style="list-style-type: none"> (i) has lived in the District of Wychavon 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 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 (k) has permanent paid employment in the District of Wychavon; or (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>to the extent that no persons qualify pursuant to (i) to (l) above then any person who is ordinarily</p>
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	<p>resident in the United Kingdom who is approved in writing by the Council as being in need of in need of Affordable Housing PROVIDED THAT if contracts have not been exchanged to sell/lease the Shared Ownership Dwelling 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 three months of the Shared Ownership Dwelling being marketed for sale, but not before one month has expired following Completion of the Shared Ownership Dwelling, then Qualifying Resident shall mean any person who is approved in writing by the Council as being in need of in need of Affordable Housing</p>
Registered Provider	<p>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</p>
Regulator of Social Housing	<p>means established under section 80A of the Housing and Regeneration Act 2008 (as amended) or such successor body from time to time</p>
Reserved Matters Approval	<p>a reserved matters approval pursuant to the Planning Permission</p>
Retail Prices Index	<p>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</p>
SDLT	<p>Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect</p>
Secretary of State	<p>the Secretary of State for Levelling Up, Housing and Communities from time to time appointed</p>

	and includes any successor in function
Secondary School Contribution	<p>means the sum calculated as follows:</p> <p>Where N = The net number of Dwellings on the Development excluding Social Rented Units and affordable rent housing, and 1-bed Dwellings;</p> <p>$(N \times 0.04 \times 6) \times 0.97$ (rounded up to a whole number) x £30,413</p> <p>payable in accordance with the provisions of Schedule 2 to this Deed to be used for the provision of additional education facilities at Tudor Grange Academy Secondary Worcester;</p> <p>and subject to a maximum contribution of £942,803.00 (nine hundred and forty two thousand, eight hundred and three pounds)</p>
Self-Build and Custom House Building	means a self-build and custom house building as defined by Section 1 of the Self-Build and Custom House Building Act 2015 as amended by the Housing and Planning Act 2016
Self-Build / Custom-Build Dwelling	means a Dwelling to be either constructed or commissioned as part of the Development by a person or persons who intend to live in the said Dwelling and which meets the definition of Self Build and Custom House Building and provided in accordance with the provisions of Schedule 1 to this Deed and reference to “Self-Build / Custom-Build Dwellings” shall be construed accordingly
Self-Build / Custom-Build Plots	serviced plots on the Development with appropriate means of connection to electricity, water and drainage supply and with means of access to and egress from the nearest highway on which a Self-Build / Custom-Build Dwelling is to be constructed PROVIDED THAT nothing shall prevent the Owner from being appointed to construct the Self-Build / Custom-Build Dwelling (including any ancillary building(s)) on any Self-Build / Custom-Build Plot providing the provisions of Schedule 1 are complied with and “ Self-Build / Custom-Build Plot ” shall be construed accordingly
Self-Build and Custom Build	the self-build and custom build marketing strategy

Marketing Strategy	to be supplied to the Council in accordance with the requirements of Part C of Schedule 1
Self-Build and Custom Build Plots Register	the Council's self-build and custom build plots register which shall include details of all those who are interested in self-build and custom built plots in the Council's administrative area
SEND Contribution	<p>means the sum calculated as follows:</p> <p>Where N = The net number of Dwellings on the Development excluding Social Rented Units and affordable rent housing, and 1-bed Dwellings;</p> <p>Step 1. (Primary Contribution) $(N \times 0.05 \times 7 \times 0.03)$ (rounded to the nearest whole number) x £22,122 X 4</p> <p>Step 2. (Secondary Contribution) $(N \times 0.04 \times 6 \times 0.03)$ (rounded to the nearest whole number) x £30,413 X 4</p> <p>Step 3. Step 1 + Step 2 = Total SEND Contribution</p> <p>payable in accordance with the provisions of Schedule 2 to this Deed to be used to support education projects at SEND facilities either within mainstream schools or stand-alone SEND settings within Worcestershire</p> <p>and subject to a maximum contribution of £210,140.00 (two hundred and ten thousand, one hundred and forty pounds)</p>
Shared Ownership Dwellings	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 and the Affordable Housing Scheme where a proportion of the equity is sold on a long lease to the purchaser and the remainder of the equity is retained (in perpetuity) by the Registered Provider subject to rent being charged on the retained equity on terms that are set out in the Homes England Model Shared Ownership Protected Area Restricted Staircasing Lease or

	Homes England Model Shared Ownership Protected Area Mandatory Buyback Lease (as appropriate)
Social Rented Dwellings	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
Traffic Regulation Order Purpose	means the sum of £4,500.00 (Four Thousand Five Hundred Pounds) payable in accordance with Schedule 4 to this Deed to be used for the processing of a Traffic Regulation Order to relocate the 30mph speed limit on Dilmore Lane
Valuer	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
Voluntary Right to Buy	the right to buy or acquire right to buy or acquire a particular Affordable Housing Dwelling (which for the avoidance of doubt shall not include Shared Ownership Dwellings or First Homes) by way of voluntary agreement and not pursuant to a statutory right to buy
Working Day	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 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 in to this Deed shall in relation to the Land or the part in it in which they have an interest 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.
- 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. PLANNING OBLIGATIONS

The covenants contained in Schedules 1 - 8 (inclusive) to this Deed are planning obligations for the purposes of Section 106 of the 1990 Act.

4. BINDING EFFECT OF THE AGREEMENT

- 4.1 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.
- 4.2 The Owner 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 which are contained in the Schedules to this Deed with the intent that the same shall bind the Land and be enforceable without limit of time not only against the Owner 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.
- 4.3 In the event the Planning Inspector makes a finding and states within the Appeal decision that any of the obligations in this Deed (or any part of a planning obligation) are unnecessary to make the Development acceptable in planning terms and/or do not meet the requirements of the Community Infrastructure Levy Regulations 2010 then such obligations (or part of such obligations) as are identified by the Planning Inspector shall be deemed to be of no legal effect notwithstanding the remaining provisions of this Deed which shall remain in effect and enforceable.

5. EFFECTIVE DATE

The provisions of this Deed shall come into effect upon the Commencement of Development save for any provisions requiring payment of legal, administration or monitoring fees or requiring notification to the Council or the County Council which provisions shall come into effect on the date hereof.

6. WARRANTIES

- 6.1 The Owner hereby warrants to the Council and the County Council that in respect of the Land:
- 6.1.1 the Owner remains at the date of this Deed seised in fee simple of the Land registered with title absolute at the Land Registry under title no. WR155038 free from any encumbrances other than those noted in the Land Registry official copy of the register dated 6 September 2024 at 12:28:29;
- 6.1.2 the Owner has 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

6.1.3 there have been no dealings with the Land between 6 September 2024 and the date hereof

7. MISCELLANEOUS

- 7.1 The planning obligations on the part of the Owner shall be in addition to and not in derogation of the Planning Permission.
- 7.2 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.
- 7.3 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.
- 7.4 Subject only to clause 14 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
- 7.5 No waiver whether express or implied by the Council and/or the County Council of any breach or default by the Owner 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/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 Owner.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed nothing in this Deed shall be binding on nor enforceable against;
- 7.10.1 a Protected Tenant (including their Mortgagee) nor against anyone deriving title from any of them; and

- 7.10.2 a mortgagee or chargee or receiver of a Registered Provider (as defined in Clause 13 of this Deed) which has first complied with the requirements of Clause 13.2 of this Deed; and
- 7.10.3 a First Homes Mortgagee which has first complied with the requirements of paragraph 8 of Part B of Schedule 1 of this Deed;
- 7.10.4 a Registered Provider complying with any statutory or contractual rights of a Protected Tenant to acquire the freehold in any Affordable Housing Dwellings; and
- 7.10.5 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 7.10 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

- 7.10 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed:
 - (a) the provisions of Schedule 1 to 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; and
 - (b) the provisions of Schedules 2 – 6 (inclusive) shall not be enforceable against the owner occupier tenants or mortgagees of the General Market Dwellings except where the Owner fails to perform or comply with any of the provisions of Schedules 2 – 6 in which case such owners occupiers tenants or mortgages shall become liable for the said provisions until such time as the Owner has complied with them.
- 7.11 The provisions of this Deed shall not be binding on any owner, occupier, tenant or lessee of an Affordable Housing Dwelling or any Mortgagee or successor in title of the foregoing save for the provisions of Schedule 1.
- 7.12 No person shall be liable for a breach of this Deed:
 - 7.12.1 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
 - 7.12.2 to the extent that such breach relates to any part of the Land in which the person has no interest.

- 7.13 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.
- 7.14 The Council covenants with the Owner as set out in Schedule 7
- 7.15 The County Council covenants with the Owner as set out in Schedule 8
- 7.16 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. NOTICE OF DEED

- 8.1 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.

9. COSTS OF PREPARATION OF AGREEMENT

- 9.1 The Developer covenants to pay the Council's reasonable and proper legal costs in relation to this Deed on the date hereof.
- 9.2 The Developer covenants to pay the Council its monitoring and administrative fees within 5 Working Days of the Planning Permission being granted.
- 9.3 The Developer covenants to pay the County Council's reasonable and proper legal costs in relation to this Deed on the date hereof.
- 9.4 The Developer covenants to pay the County Council its education monitoring and administrative fees in the sum of £690 (Six Hundred and Ninety Pounds) and its highway monitoring and administrative fees in the sum of £4,660.00 (Four Thousand, Six Hundred and Sixty Pounds) within 5 Working Days of the Planning Permission being granted.

10. DISPUTES

- 10.1 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.

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The decision of the expert shall be final on all matters referred to him save in the case of manifest error.
- 10.7 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.
- 10.8 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.
- 10.9 Nothing in this clause shall be construed as ousting the jurisdiction of the courts to enforce the provisions of this Deed.

11. **NOTICES**

- 11.1 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.
- 11.2 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/or the County Council to the Owner and in the case of service upon the Owner will be at their last known address (if an individual) or then current registered office (if a company).

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

11.3.1 If personally delivered at the time of delivery; and

11.3.2 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.

12. **MORTGAGEE PROTECTION**

12.1 For the avoidance of doubt, this clause 12 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).

12.2 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:

12.2.1 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

12.2.2 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.

13. **TERMINATION OF THIS DEED**

13.1 This Deed will come to an end if:

13.1.1 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; or

13.1.2 the Planning Permission expires before the Commencement of Development.

14. SECTION 73 VARIATION

14.1 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:

14.1.1 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;

14.1.2 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

14.1.3 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.

SCHEDULE 1

AFFORDABLE HOUSING and SELF BUILD AND CUSTOM BUILD PLOTS

PART A

The Owner covenant with the Council as follows:

1. Prior to the Commencement of Development to submit the Affordable Housing Scheme and Affordable Housing Plan 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 and Affordable Housing Plan have 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 Affordable Housing Plan and the provisions of this Schedule 1.
3. The Owner will or will procure the construction and completion at their own cost and expense of 50% of the Affordable Housing Dwellings on each Phase together with all necessary services connections and infrastructure ready for occupation prior to Occupation of fifty per cent (50%) of the General Market Dwellings on that Phase.
4. The Owner will or will procure the construction and completion at their own cost and expense of all the Affordable Housing Dwellings on each Phase together with all necessary services connections and infrastructure ready for occupation prior to Occupation of eighty per cent (80%) of the General Market Dwellings on that Phase.
5. 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.
6. 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 the Affordable Housing Plan 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.
7. Not to allow fifty percent (50%) or more of the General Market Dwellings to be Occupied on each Phase until there has been a freehold transfer or grant of a long headlease of 50% of the Affordable Housing Dwellings on that Phase (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 eighty percent (80%) or more of the General Market Dwellings on each Phase to be Occupied until there has been a freehold transfer or grant of a long headlease of the Affordable Housing Dwellings on that Phase (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.
9. 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.
10. 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 by way of a freehold transfer or, in the case of any Affordable Housing that does not comprise, the grant of a long head leasehold interest for the purposes of providing Affordable Housing Dwellings.
11. 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 on each Phase 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 on each Phase at least 3 weeks prior to such expected date.
12. 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 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.

13. 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 .
14. 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:
 - 14.1 to give notice immediately in writing to the Head of Legal Services at the Council of the cessation of accreditation or approval; and
 - 14.2 to transfer all legal interest in its Affordable Housing Dwellings to another Registered Provider subject to the provisions of this Deed
 - 14.3 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 14.2 above and thereupon the provisions of paragraph 14.2 above shall become null and void but only in respect of that particular transfer of that or those Affordable Housing Dwellings PROVIDED THAT:
 - 14.3.1 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
 - 14.3.2 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 14 at a price equal to its market value taking into account the existence of the Deed; AND
 - 14.3.3 at least four months have elapsed since the said Head of Legal Services at the Council received the written notice referred to at paragraph 14.3.1 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.

15. 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.
16. In the event that a tenant or other occupier of a Social Rented Dwelling 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 for the delivery of Affordable Housing within the District of Wychavon without undue delay (unless otherwise agreed in writing with the Council).
17. This paragraph 17 applies to a Registered Provider, landlord and lessee of any Shared Ownership Dwelling.
- 17.1 The Registered Provider, landlord and lessee (from time to time) of any given Shared Ownership Dwelling shall throughout the duration of that lease observe and perform their respective obligations stipulations rights and covenants contained in the Homes England Model Shared Ownership Protected Area Mandatory Buyback Lease or the Homes England Model Shared Ownership Protected Area Restricted Staircasing Lease (as the case may be).
- 17.2 Where a lessee of any Shared Ownership Dwelling who has entered into a Homes England Shared Ownership Protected Area Mandatory Buyback Lease wishes to acquire more than 80% of the freehold equity of the Dwelling and wishes to sell the equity in it then:
 - 17.2.1 the Registered Provider or landlord (as the case may be) shall notify the Council's Head of Housing Services in writing of the lessee's intention to sell its equity in the Shared Ownership Dwelling; and
 - 17.2.2 without prejudice to the preamble to this paragraph 17 shall fully comply with the mandatory buy back provisions, obligations and procedures contained in the Homes England Shared Ownership Model Protected Area Mandatory Buyback Lease.

PART B – First Homes

1. Obligations

The Owner 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 25% (up to 13) of the Affordable Housing Dwellings as First Homes in accordance with the Affordable Housing Plan and the Affordable Housing Scheme and these shall be provided and retained as First Homes in perpetuity subject to the terms of this Deed. Provided always that the percentage of First Homes provided on the Land is in accordance with those set out in the definition of Affordable Housing at clause 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:

4.1 the Affordable Housing Scheme; and

4.2 the Affordable Housing Plan.

5. Development Standard

All First Homes shall be constructed to:-

5.1 the Development Standard current at the date of this Agreement; 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 1990 dated [] made between (1) Wychavon District Council (1) Worcestershire County Council (2) James David Harvey-Smith, Georgina Susan Harvey-Smith, and Angela Margaret Homes (3) and Lioncourt Strategic Land Limited (4)
- d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of

the Property or any part of it other than in accordance with the First Homes Provisions

- e) a copy of the First Homes Provisions in an Annexure.

6.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 of this Part of this Schedule have been met.

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Wychavon District Council of Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire, WR10 1PT or their conveyancer that the provisions of Part B of Schedule 1 (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition".

6.6 The owner of a First Home (which for the purposes of this paragraph shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

6.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.1 and 6.2 of this Part of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1 of this Part of this Schedule; or

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; 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.

PART C – SELF BUILD AND CUSTOM BUILD HOUSING

Delivery

1. The Owner covenants with the Council to provide on the Land as part of the Development no less than 5% of the Dwellings as Self-Build / Custom Build Plots in accordance with the relevant Reserved Matters Approval.
2. To issue and serve on the Council a Certificate of Practical Completion upon or prior to the sale of each and every Self-Build / Custom Build Plot provided on the Land pursuant to the Planning Permission.

3. Each Dwelling constructed on each Self-Build / Custom-Build Plot shall be a Self-Build / Custom-Build Dwelling in accordance with the design and layout into which the first owner of that Dwelling has had primary input.
4. Not to Occupy or allow a Self-Build / Custom-Build Dwelling to be Occupied otherwise than by a person who at the date of first Occupation of the Self-Build / Custom-Build Dwelling:
 - (a) inhabits the Dwelling as their sole residence;
 - (b) Had primary input into the design and layout of the Self-Build / Custom-Build Dwelling
 - (c) Shall Occupy the Self-Build / Custom-Build Dwelling for the Protected Occupation Period as their sole residence.
5. Not to dispose of the Self-Build / Custom-Build Plots or Self-Build / Custom-Build Dwellings otherwise than by way of a freehold transfer to a purchaser who complies with the requirements of this Schedule (or by way of a mortgage or charge) but for the avoidance of doubt the requirements of this Schedule shall only apply to the first owner and not to any subsequent individual purchaser who occupies for residential purposes after the Protected Occupation Period expires.
6. Not less than ten (10) Working Days prior to entering into a binding agreement for the sale of the Self-Build / Custom-Build Plots or Self-Build / Custom-Build Dwellings (or transfer where there is no exchange of contracts) to certify and provide written evidence to the Council's Head of Legal Services that the proposed sale of a Self-Build / Custom-Build Plots or Self-Build / Custom-Build Dwellings is in accordance with the terms applicable to it within this Deed and provide details, including name and address, of the person or persons who intend to take up first Occupation of the Self-Build / Custom-Build Dwellings.

Marketing and Disposal

7. Prior to the marketing of the first Self-Build / Custom-Build Plot the Owner shall submit a Self-Build and Custom Build Marketing Strategy to the Council for its approval and the Owner will not commence the marketing of the Self-Build / Custom-Build Plots until the Self-Build and Custom Build Marketing Strategy has been agreed in writing by the Council including notification of those registered on the Council's Self-Build and Custom Build Plots Register.

8. The Council will provide approval or comments on the Self-Build and Custom Build Marketing Strategy within six weeks from the submission of the Self-Build and Custom Build Marketing Strategy.
9. The Owner shall commence marketing and make available for sale all of the Self-Build / Custom-Build Plots prior to Occupation of 80% of the Dwellings on the Development
10. The Owner shall market for sale each of the Self-Build / Custom-Build Plots in accordance with the approved Self-Build and Custom Build Marketing Strategy for a period of not less than twelve (12) months from the date when such marketing commences.
11. The Owner shall notify the Council of the date on which marketing commenced in respect of each Self-Build / Custom-Build Plot within fourteen (14) days of the date on which marketing commences in respect of that Self-Build / Custom-Build Plot.
12. The Self-Build and Custom Build Marketing Strategy to be submitted to the Council pursuant to paragraph 7 above shall (unless otherwise agreed in writing by the Council) include as a minimum:
 - (a) about each plot (location, size, topography, soil/ground conditions, photographs, service connection points, drainage);
 - (b) information about the Planning Permission and the process of approving details;
 - (c) development parameters for each plot; and
 - (d) details of the method(s) of marketing and how/where marketing information can be accessed by customers;

and it is hereby acknowledged and agreed between the Council and the Owner that the Owner may obtain Reserved Matters Approval for the Self-Build / Custom Build Plots providing that the intended Occupier of the corresponding Self-Build / Custom-Build Dwelling has had primary input into the design and layout of the Self-Build / Custom-Build Dwelling.

13. If at the end of the marketing period referred to in paragraph 10 above the Owner has been unable to sell the Self-Build Plots and Custom Build Plots (or any one or more of them) as Self-Build Plot(s) and Custom Build Plot(s) the Owner shall:
 - (a) continue to market the Self-Build Plots and Custom Build Plots as Self-Build Plots and Custom Build Plots; or

(b) at any time thereafter notify the Council in writing that it has been unable to sell the Self-Build Plots as Self-Build Plots or Custom Build Plots as Custom Build Plots including written evidence of reasonable endeavours undertaken to market the Self-Build Plots and Custom Build Plots in accordance with the approved Self-Build and Custom Build Marketing Strategy including notification of those registered on the Council's Self-Build and Custom Build Plots Register and that it intends to dispose of those Self Build Plots or Custom Build Plots free of the restrictions and obligations contained in this Schedule.

14. Following the Owner's service of a notice and evidence on the Council pursuant to paragraph 13(b) above the Owner and the Self-Build Plots and Custom Build Plots identified in that notice shall be released from the restrictions and obligations contained in this Schedule following written approval from the Council.

SCHEDULE 2

EDUCATION CONTRIBUTION

The Owner covenants with the County Council as follows:

1. Prior to first Occupation of one third of the Dwellings forming part of the Development to pay to the County Council the Education Contribution (the Education 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).
2. To give notice in writing to the Head of Legal and Democratic Services at the County Council at the address herein of the expected date of Occupation of one third of the Dwellings forming part of the Development at least 10 Working Days prior of the expected date.
3. If the Education Contribution is not paid to the County Council as set out in paragraph 1 of this Schedule above then interest upon the Education Contribution shall become payable to the County Council in addition to the said Contribution from the date when 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 of this Schedule not to cause or allow or permit the Occupation of more than one third of the Dwellings forming part of the Development until the Education 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 .
5. In the event that the County Council is minded to undertake the provision of the Education Contribution as set out in this Part ahead of the receipt of the funds the Owner has no objection to the County Council undertaking the work and backfilling with the Education Contribution.

SCHEDULE 3
SPORTS AND LEISURE

The Owner covenants with the Council as follows:

1. To pay to the Council the Built Sports Contribution attributable to any Phase (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) prior to the first Occupation of any Dwelling on that Phase to be used towards improving leisure provision in Droitwich;
2. To pay to the Council the Formal Sports Contribution attributable to any Phase (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) prior to the first Occupation of any Dwelling on that Phase to be used towards improvements at Droitwich Rugby Club.
3. 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 on each Phase at least 10 Working Days prior to the expected date of first Occupation
4. If the Built Sports Contribution and / or Formal Sports Contribution are not paid as set out in paragraphs 1 and 2 to this Schedule interest upon the unpaid contribution shall become payable to the Council in addition to the Built Sports Contribution and / or Formal Sports Contribution from the date when the 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 paragraphs 1 and 2 of this Schedule not to cause or allow or permit the Occupation of any Dwelling forming part of any Phase until the Built Sports Contribution and / or Formal Sports Contribution attributable to that Phase together with any increase in the Retail Prices Index pursuant to paragraph 1 and 2 and any interest pursuant to paragraph 4 of this Schedule has been paid in full to the Council

SCHEDULE 4

HIGHWAYS CONTRIBUTION

The Owner covenants with the County Council as follows:

1. Prior to Commencement of the Development to pay to the County Council the Footway Improvements Purpose (which Contributions 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).
2. To give notice in writing to the Head of Legal and Democratic Services at the County Council at the address herein of the expected date of Commencement of the Development at least 10 Working Days prior of the expected date.
3. Prior to the first Occupation of the first Dwelling to pay to the County Council the Bus Service Enhancement Purpose, the Community Transport Purpose (as attributable to any Phase) and the Traffic Regulation Order Purpose (which Contributions 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).
4. To give notice in writing to the Head of Legal and Democratic Services at the County Council at the address herein of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior of the expected date.
5. If the Highways Contribution is not paid to the County Council as set out in paragraph 1 and paragraph 2 of this Schedule, then interest upon the said Highways Contribution shall become payable to the County Council in addition to the said Highways 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.
6. Without prejudice to paragraph 1 and paragraph 2 of this Schedule not to cause or allow or permit the Occupation of any Dwelling forming part of the Development until the Highways Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 of this Schedule above and any interest pursuant to paragraph 4 above has been paid in full to the County Council
7. In the event that the County Council is minded to undertake the provision of the Highways Contribution as set out in this Part ahead of the receipt of the funds the Owner has no objection to the County Council undertaking the work and backfilling with this Highways Contribution.

SCHEDULE 5

HEALTHCARE

The Owner covenant with the Council as follows:

1. To pay to the Council the Primary 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) prior to first Occupation of any Dwelling and be paid by the Council to the Herefordshire & Worcestershire Integrated Care Board to be used towards new and additional premises or infrastructure, extension to existing premises, and / or improved digital infrastructure and telehealth facilities within the Vale of Evesham Primary Care Network.
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 Primary Healthcare Contribution is not paid as set out in paragraph 1 to this Schedule interest upon the Primary Healthcare Contribution shall become payable to the Council in addition to the Primary Healthcare Contribution from the date when the Primary 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 forming part of the Development until the Primary Healthcare 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 6

ON SITE PUBLIC OPEN SPACE

The Owner covenants with the Council as follows:

1. Prior to Commencement of Development to submit to the Head of Housing and Planning for approval a plan detailing the On Site Public Open Space proposed for the Development including the specification of the Play Area 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 (including the Play Area) in accordance with the plan referred to in paragraph 1 of this Schedule and any conditions attached to the Planning Permission and to the reasonable satisfaction of the Joint Head of Economy and Environment and/or the Director of Planning and Infrastructure 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 or the local parish council to ensure that the On Site Public Open Space is maintained in accordance with 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 50% (fifty percent) of the Dwellings until the On Site Public Open Space has either been transferred to the Management Company or the local parish council 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; or

- (b) 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 satisfaction of the Joint Head of Economy and Environment.

SCHEDULE 7
COUNCIL'S COVENANTS

Repayment of Contributions

1. The Council hereby covenants with the Owner to use the Built Sport Contribution and Formal Sport Contribution received by it from the Owner 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 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 hereby covenants with the Owner to secure that the Primary Healthcare Contribution received by it from the Owner under the terms of this Deed is committed to be used by the Herefordshire & Worcestershire Integrated Care Board 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 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).
3. The Council covenants with the Owner that it will pay to the person that paid the contribution such amount of the Built Sport Contribution or Formal Sport Contribution made by the Owner 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 any contribution (or element thereof) or commuted sum collected towards the maintenance of off site public open space.
4. The Council shall provide to the Owner such evidence as the Owner shall reasonably request in writing in order to confirm the expenditure or commitment of the contribution(s) paid by the Owner to the Council under this Deed.

First Homes

5. Upon receipt of the Additional First Homes Contribution in accordance with paragraph 6.10 of Part B of Schedule 1 of this Deed the Council shall:
 - 5.1 following receipt of the Additional First Homes Contribution, provide a completed application to enable the removal of the Restriction where such a restriction has previously been registered against the relevant title; and

- 5.2 apply all monies received by way of Additional First Homes Contribution towards the provision of Affordable Housing.
- 6. Following receipt of notification of the Disposal of the relevant First Home in accordance with paragraph 8 of Part B of Schedule 1 the Council shall:
 - 6.1 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 of Part B of Schedule 1; and
 - 6.2 apply all such monies received for the provision of Affordable Housing.

SCHEDULE 8

COUNTY COUNCIL'S COVENANTS

Repayment of Contributions

1. The County Council hereby covenants with the Owner to use the contributions received by it from the Owner 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 Owner that it will pay to the person that paid the relevant contribution made by the Owner 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.
3. The County Council shall provide to the Owner such evidence as the Owner shall reasonably request in writing to confirm the expenditure or commitment of the contributions paid by the Owner to the County Council under this Deed.

APPENDIX A

Allocation of Affordable Housing Dwellings

APPENDIX B

Plan

APPENDIX C

Rural Lettings Policy

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

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

Monitoring Officer/Chief Executive / Deputy Chief Executive

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

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

Executed as a deed by **LIONCOURT**
STRATEGIC LAND LIMITED acting by a
director, in the presence of:

.....

Director

.....
(Witness)

Witness Name:
Witness Address:

Witness Occupation:

Executed as a deed by **JAMES DAVID HARVEY-SMITH** in the presence of:

.....

.....
(Witness)

Witness Name:
Witness Address:

Witness Occupation:

Executed as a deed by **GEORGINA SUSAN HARVEY-SMITH** in the presence of:

.....

.....
(Witness)

Witness Name:
Witness Address:

Witness Occupation:

Executed as a deed by **ANGELA MARGARET HOLMES** in the presence of:

.....

.....
(Witness)

Witness Name:
Witness Address:

Witness Occupation: