Dated 2026

CHESHIRE WEST AND CHESTER BOROUGH COUNCIL (1)

and

ASHLEY WALL, GEMMA SIMONE HAYES, SOPHIA HOLLY BOUVERAT, OLIVER ASHLEY WALL AS TRUSTEES OF ASHLEY WALL LIFE INTEREST SETTLEMENT (2)

and

GLADMAN DEVELOPMENTS LIMITED (3)

Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country Planning Act 1990
relating to land on the west side of Tattenhall Road, Tattenhall, Cheshire

Planning Application Reference: 25/01764/OUT

Appeal Reference: 6013490

Cheshire West and Chester

Head of Legal Services
Cheshire West and Chester Borough Council
The Portal, Wellington Road, Ellesmere Port, CH65 0BA

LS/7646808

DRAFT

THIS DEED is dated 2026

BETWEEN

(1) **CHESHIRE WEST AND CHESTER BOROUGH COUNCIL** of the Portal, Wellington Road, Ellesmere Port, CH65 0BA **("the Council")**; and

(2) **GLADMAN DEVELOPMENTS LIMITED** (company registration number 03341567) of Gladman House, Alexandria Way, Congleton, CW12 1LB **("the Promoter")**; and

(3) **ASHLEY WALL** of 147 Cumber Close, Malborough, Kingsbridge, TQ7 3DG, **GEMMA SIMONE HAYES** of ~~Sunny Crag, Main Road, Salcombe~~2 Southfield Cottages, West Alvington, Kingsbridge, TQ7 3QF~~8 8JW~~, **SOPHIA HOLLY BOUVERAT** of ~~4 Luckhams Lane, Malborough, Kingsbridge, TQ7~~58 Cumber Close, Malborough, ~~3RZ~~TQ7 3DF, **OLIVER ASHLEY WALL** of ~~Tattenhall Farm, Tattenhall Road,~~The Knowle,1 Brockway West, Tattenhall, Chester, CH3 9EZ ~~NA~~ **(TRUSTEES OF ASHLEY WALL LIFE INTEREST SETTLEMENT) ("the Owners")**.

BACKGROUND

A The Council is the local planning authority for the area in which the Application Site is situated and is the authority by whom the planning obligations contained in this Deed are enforceable.

B The Owners are the freehold owners of the Application Site which is registered at HM Land Registry with absolute title under title number CH303823.

C The Promoter submitted the Application to the Council for planning permission for the Development. The Promoter has lodged an appeal against non-determination of the Application to The Planning Inspectorate and the appeal is being dealt with under reference APP/ 6013490 **("the Appeal")**. The Promoter has entered into a planning promotion agreement with the Owners dated 28th March 2024 and has agreed to enter into this Deed to give its consent to the terms of this Deed.

DRAFT

D The Parties are entering into this Deed to make provision for the satisfactory development of the Application Site in the event that Planning Permission is granted following the Appeal.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed, the following expressions shall have the following meanings, unless the context requires otherwise:

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Appeal"	means the non-determination appeal lodged by the Promoter and registered with reference APP/6013490;
"Application"	means the application for outline planning permission submitted to the Council for the Development, received by the Council on 6th June 2025 and allocated reference number 25/01764/OUT;
"Application Site"	means the freehold land on the west side of Tattenhall Road, Tattenhall, Cheshire more particularly edged red on the Plan being the land against which this Deed may be enforced;
"Borough"	means the administrative area of Cheshire West and Chester;
"Biodiversity Net Gain Monitoring Fee"	means the sum of 15,458.39 (fifteen thousand four hundred and fifty eight pounds and thirty nine pence) to be paid by the Owners to the Council for the monitoring of the onsite creation, enhancement and maintenance of biodiversity in accordance with clause 9.2 of this Deed;
"Commencement of Development"	means the carrying out on the Application Site of any material operation (as defined in Section 56(4) of the Act) pursuant to the Planning Permission other than (for the purposes of this Deed and

DRAFT

	for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements; and "**Commence**" and "**Commence Development**" shall be construed accordingly
"Contributions"	means each or any of the financial contributions provided under this Deed namely the Healthcare Contribution, the Highways Contribution, the Parks and Recreation Contribution, the Play Youth Contribution, the Sports Pitches Contribution and the SEND Contribution;
"Development"	means the development of the Application Site for the erection of up to 110 residential dwellings (including affordable housing), introduction of structural planting and landscaping, public open space, sustainable urban drainage system and associated works (all matters reserved except for access) as set out in the Application;
"Deed"	means this agreement made under the Act as entered into between the Council and the Owners and the Promoter;
"Dwelling"	means any dwelling (including a house, flat/apartment, maisonette or a unit of residential accommodation) to be constructed on the Application Site in accordance with the Planning Permission and **"Dwellings"** shall be construed accordingly;
"Expert"	means an independent professional (with no potential conflict of interest) with the appropriate expertise and relevant qualifications and a minimum of ten (10) years' experience in the subject matter of the dispute to be appointed by the Council in accordance with the criteria in clause 20 of this Deed;

DRAFT

"Healthcare Contribution" means the following sums:

£713 (seven hundred and thirteen pounds) per 1 (one) bed Dwelling;

£1,019 (one thousand and nineteen pounds) per 2 (two) bed Dwelling;

£1,426.50 (one thousand, four hundred and twenty six pounds and fifty pence) per 3 (three) bed Dwelling;

£1,783.00 (one thousand, seven hundred and eighty three pounds) per 4 (four) bed Dwelling; and

£2,445.50 (two thousand, four hundred and forty five pounds and fifty pence) per 5 (five) bed Dwelling

all sums to be Index Linked payable by the Owners to the Council to be used towards the costs of providing a new health care facility and/or the improvement/upgrading of existing healthcare facilities inclusive of all proper and reasonable professional fees and administrative expenses directly attributable thereto at The Rural Alliance Primary Care Network which includes the following general medical practices: (i) Bunbury Medical Practice (ii) Kelsall Medical Centre (iii) Malpas Surgery (iv) Dr Kent & Partners (v) Drs Adey & Dancy (vi) The Village Surgeries Group (recently merged to form the Laurel Bank Surgery) or such other suitable site in the Borough for providing primary and community health care facilities to meet heath care needs of the occupiers of the Development and the local community. The Healthcare Contribution shall be calculated at the date of the Reserved Matters Approval and paid in accordance with Schedule 2 of this Deed;

DRAFT

"Highways Contribution"	means the sum of £20,000 (twenty thousand pounds) Index Linked to be paid by the Owners to the Council in accordance with Schedule 2 of this Deed to enable the improvement of pedestrian facilities on The High Street, Tattenhall, Cheshire and its adjoining roads;
"Index"	means: (a) the All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors in relation to the SEND Contribution unless otherwise stated in this Deed; (b) the All-Items Index of Retail Prices issued by the Office for National Statistics in relation to the Healthcare Contribution, the Highways Contribution, Parks and Recreation Contribution, Play Youth Contribution, Sports Pitches Contribution, and the Commuted Sum (as defined in Schedule 1); or any successor index issued by any successor organisation;
"Index Linked"	means increased in accordance with the following formula: amount payable = the Contribution x (A/B) where: A = the figure for the Index that applied immediately preceding the date of actual payment and B = the figure for the Index that applied when the Index was last published prior to the date of this Deed;

DRAFT

"Inspector"	means the Inspector appointed by the Secretary of State for Housing, Communities and Local Government to preside over and determine the Appeal;
"Interest"	means interest at 4% (four percent) above the base lending rate of the Bank of England from time to time;
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "**Occupy,**" "**Occupied**" and "**Occupier**" shall be construed accordingly;
"Obligations"	means the planning obligations contained in Schedule 1 and 2 of this Deed;
"Parks and Recreation Contribution"	means a sum to be Index Linked and paid by the Owners to the Council as a contribution towards improving park facilities at Tattenhall recreation ground to be calculated at date of the Reserved Matters Approval in accordance with the following formula and to be paid in accordance with Schedule 2 of this Deed: **A X B = C** where A = One thousand three hundred twelve pounds and sixty-four pence (£1,312.64); B = total number of approved Dwellings; C = the total sum to be paid;
"Parties"	means the parties to this Deed being the Council and the Owners

DRAFT

(which expressions shall also include their successors in title and assigneess) and **"Party"** shall be construed accordingly;

Commented [BN1]: Should this include the Promoter?

"Plan" means the plan attached to this Deed, with reference D10797.001 and titled "Location Plan" which shows the extent of the Application Site;

"Play Youth Contribution" means the sum to be Index Linked and paid by the Owners to the Council towards play provision for children twelve (12) years of age or more at Tattenhall Play Park, Cheshire, calculated at the date of the Reserved Matters Approval in accordance with the following formula, which sum shall be paid in accordance with Schedule 2 of this Deed ~~and the Play and Open Space Strategy~~;

Commented [NB2]: Payment is required pursuant to paragraphs 3 and 4 of Schedule 2. The Play and Open Space Strategy is irrelevant to this

A X B = C

where:

A = one hundred eighty-five pounds and ninety-six pence (£185.96);

B = total number of approved Dwellings;

C = the sum to be paid;

"Planning Permission" means the outline planning permission subject to conditions if granted pursuant to the Appeal and the expression Planning Permission shall include all approvals (including approval of reserved matters) granted pursuant to it;

~~**"Play and Open Space Strategy"**~~ ~~means the following adopted policies by the Council and any other policy which amends, updates or replaces these policies:~~

~~Playing Pitch Strategy February 2025, Play Strategy 2016-2030, Open Space Audit 2016-2030;~~

DRAFT

"Reserved Matters Approval"	means the approval of reserved matters pursuant to an application (or applications) for approval of reserved matters under the Planning Permission;
"Section 73 Consent"	means a planning permission issued pursuant to an application to vary the Planning Permission made under section 73 of the Act;
"Section 106 Monitoring Fee"	means a sum to be paid by the Owners to the Council to monitor compliance with this Deed calculated as two point five per cent (2.5%) of the total Contributions payable (such sums not to be Index Linked for the purpose of calculating the Monitoring Fee only) to be paid by the Owners to the Council in accordance with clause 9.2 of this Deed;
"SEND Contribution"	means a sum up to one hundred and seventy thousand three hundred and twenty pounds (£170,320.00) Index Linked payable by the Owners to the Council towards the provision of special educational needs and disabilities places within the Borough which shall be calculated and determined at the date of the Reserved Matters Approval in accordance with the worked examples of education contribution calculations appended in Appendix 3 of this Deed and will be paid by the Owners to the Council in accordance with Schedule 2 of this Deed;
"Sports Pitches Contribution"	means the sum to be Index Linked and paid by the Owners to the Council towards a need for cricket, hockey and football provision to be calculated at the date of the Reserved Matters Approval in accordance with the following formula, which sum shall be paid in accordance with Schedule 2 of this Deed and the Cheshire West and Chester Playing Pitch Strategy (February 2025) and any subsequent, updated or amended version of the Playing Pitch Strategy (February 2025): **A1 + A2 X B = C**

DRAFT

where:

A1 = £113.49 per Dwelling to be used as a contribution towards capital pitch improvements for cricket (£81.23) at Malpas Sports and Social Club, Cheshire and (£32.26) for hockey at the Deeside Hockey Club, Cheshire

A2 = £425.09 per Dwelling to be used as a contribution towards enhanced sports pitch maintenance for football at Tattenhall Sports and Social Club, Cheshire

B = total number of approved Dwellings

C = the total sum to be paid;

"Working Day" means any day from Monday to Friday (inclusive) which is neither Christmas Day nor Good Friday nor a bank or public holiday in England.

2. CONSTRUCTION OF THIS DEED

2.1. Unless otherwise indicated references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.

2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4. Wherever there is more than one person named as a Party and wherever more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

DRAFT

2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6. References to any Party to this Deed shall include the successors in title to that Party and to any one deriving title through or under that Party and in the case of the Council the successors to its statutory functions.

2.7. Any covenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.8. References to the Application Site shall include any part of it.

2.9. The headings are for reference only and shall not affect construction.

2.10. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

3. LEGAL BASIS

3.1. This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.

3.2. The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners and to the extent that any of the obligations are not planning obligations within the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

4. CONDITIONALITY

4.1. This Deed shall come into full force and effect on the grant of Planning Permission being granted pursuant to the Appeal (save for clauses 9.1 and 9.3 which shall come into effect on the completion of this Deed) and the obligations in this Deed shall be

DRAFT

conditional on the Commencement of Development save in respect of any obligations in this Deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon the grant of the Planning Permission.~~.~~

5. THE OWNER'S COVENANTS

5.1. The Owners covenant with the Council (so as to bind the Application Site):

5.1.1 to fully observe and perform the obligations contained in this Deed and hereby agree that Application Site shall be subject to the obligations, restrictions and covenants herein; and

5.1.2 not to encumber or otherwise deal with its interest in the Application Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out; and

5.1.3 To notify the Council in writing of:

5.1.4 Commencement of Development;

5.1.5 the date of Occupation of the first Dwelling;

5.1.6 the date of Occupation of twenty five percent (25%) of the Open Market Unit(s);

5.1.7 the date of Occupation of thirty five percent (35%) of the Open Market Unit(s); and

5.1.8 the date of Occupation of eighty percent (80%) of the Open Market Unit(s).

6. THE COUNCIL'S COVENANTS

6.1. The Council covenants with the Owners as set out in Schedule 3.

7. EXCLUSIONS

7.1. This Deed does not apply in any way to:

DRAFT

7.1.1. any person who ceases to have an interest in the Application Site but without prejudice to liability for any subsisting breach arising prior to cessation;

7.1.2. any person whose interest in the Application Site is solely for the purpose of drainage or sewerage or the supply of electricity, gas, water or telecommunications;

7.1.3. individual owners or owner-occupiers, or tenants of the Open Market Unit(s) (as defined in Schedule 1) and individual owners or owner-occupiers or tenants of the Affordable Housing Unit(s) (as defined in Schedule 1) save in respect of the obligations contained in Schedule 1 of this Deed and Appendices 1 and 2 and which are enforceable against owners or owner-occupiers or tenants of any Affordable Housing Unit(s) and against those deriving title from any of them; and

7.1.4. any mortgagee or chargee with a charge over the Application Site unless and until said mortgagee or chargee becomes a mortgagee or chargee in possession of the Application Site (or part thereof).

8. DETERMINATION

8.1. The obligations in this Deed (insofar only as it has not already been complied with) (with the exception of clause 9.1) shall cease to have effect if, before the Commencement of Development, the Planning Permission:

8.1.1. has expired within the meaning of Sections 91, 92 or 93 of the Act;

8.1.2 is varied or revoked or otherwise withdrawn by a statutory procedure without the consent of the Owners; or

8.1.3 is quashed following a successful legal challenge.

9. MISCELLANEOUS

9.1. The Owners shall pay to the Council on completion of this Deed the reasonable costs of the Council incurred in the negotiation, preparation and execution of this Deed.

9.2. The Owners shall pay to the Council the Monitoring Fee and the BNG Monitoring Fee prior to Commencement of Development.

DRAFT

9.3. Save as provided in respect of successors in title to the Application Site or any successor to the relevant statutory function of the Council no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

9.4. Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and shall be given in writing and on behalf of the Council by the Head of Planning and Place Making.

9.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

9.6. Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9.7. No person shall be liable for any breach of any of the Obligations after it shall have parted with its entire interest in the Application Site or the part of the Application Site to which the Obligations relate but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.8. The Owners warrant that no other person other has any legal or equitable interest in the Application Site.

9.9. This Deed shall be registerable as a local land charge by the Council.

10. SECTION 73 CONSENT

10.1. Unless otherwise required by the Council if a Section 73 Consent is granted by the Council in relation to the Development, then with effect from the date each Section 73 Consent is granted:

10.1.1. the Obligations in this Deed shall (in addition to continuing to bind the Application Site in respect of the Planning Permission) relate to and bind all

DRAFT

subsequent Section 73 Consents and the Application Site itself without any further act by the Parties;

10.1.2. the definitions of Development, Application and Planning Permission in this Deed shall be construed to include references to any applications under section 73 of the Act, the Section 73 Consent granted pursuant to any such application and the development permitted by such Section 73 Consent

PROVIDED THAT:

i) nothing in this clause shall fetter the discretion of the Council in determining any application(s) under section 73 of the Act;

ii) to the extent that any of the Obligations in this Deed have already been discharged at the date that any Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

iii) the Parties acknowledge that the Council has the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so).

DRAFT

11. THE PROMOTER'S CONSENT

11.1. The Promoter acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Application Site shall be bound by the obligations contained in this Deed.

12. WAIVER

12.1. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall

constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12.2. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Application Site or otherwise.

13. INDEXATION

13.1. All Contributions payable to the Council under this Deed and the Commuted Sum shall be Index Linked.

14. VAT

14.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

15. INTEREST

15.1. If any payment due under this Deed is paid late, Interest will be paid by the Owners from the date payment is due to the date of payment.

16. JURISDICTION

16.1. This Deed is governed by and shall be interpreted in accordance with the laws of England.

17. CHANGE IN OWNERSHIP

17.1. The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Application Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not be applicable to the disposal of individual Dwellings to individual purchasers.

Commented [BN3]: It is not reasonable to require that notice of the sale of each individual Dwelling is notified to the Council

DRAFT

18. NOTICES

18.1. Any notice, demand or other communication to be delivered to a Party under this Deed shall be in writing ~~or via email~~ and shall be in the manner and marked for the attention of the person from time to time designated by it to the other parties to this Deed. The initial details so designated are as follows:

18.1.1. The Council: Head of Planning and Place Making, Council Offices, The Portal, Wellington Road, Ellesmere Port, CH65 0BA

~~or~~

~~section106@cheshirewestandchester.gov.uk quoting reference ___ or the reference of the Subsequent Permission;~~

18.1.2. The Owners: PLEASE CONFIRM

18.2. Subject to clause 18.3~~18.3~~ below and unless the date and/or time of actual receipt is proved a notice, demand or other communication sent by the following means is to be treated as having been served as follows:

18.2.1. If delivered by hand at the time of delivery;

18.2.2. If sent by pre-paid first class post on the second Working Day after posting;

18.2.3. If sent by recorded delivery at the date and time delivery was signed for;

~~18.2.4. If sent by email, on the day when acknowledgement of receipt has been provided by the Council.~~

18.3. If a notice, demand or other communication is served after 4.00pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day.

19. DELIVERY

19.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

Commented [BN4]: Notification by e mail is problematic because it relies on the recipient monitoring e mail traffic and the sender can only be certain of receipt if the recipient acknowledges it.

Commented [BN5]: As per my comment above. If the recipient fails to acknowledge receipt then the notice would not be treated as served

DRAFT

20. DISPUTE RESOLUTION

20.1. No Party may elect to refer a dispute to an Expert for resolution in accordance with clause 20.2 to 20.11 unless they shall first have used reasonable endeavours for a period of not less than two (2) months after the date upon which the dispute or breach was first notified in writing by one Party to another to mediate the dispute through appropriate representatives from within the respective organisations.

20.2. Subject to the requirements of clause 20.1 above being complied with, in the event of any dispute or difference arising between the Parties relating to the terms of this Deed (including but not limited to any question regarding its breach, existence, validity or termination of the legal relationships established by this ~~deed~~Deed), one Party may by serving notice on all other Parties **(the "Notice")** require the dispute or difference to be referred to an Expert for determination.

20.3. The Notice must specify:

20.3.1. the nature, basis and brief description of the dispute;

20.3.2. the clause or paragraph of a schedule or appendix in the Deed pursuant to which the dispute has arisen; and

20.3.3. the details of the proposed Expert and the number of Experts if there is more than one issue in dispute;

20.3.4. the outcome of the negotiations as required by clause 20.1.

20.4. The Expert will be selected and appointed by the Council within three (3) months of the date that the Notice is served pursuant to clause 20.2 above in accordance with the following criteria:

DRAFT

20.4.1. if such dispute relates to matters concerning the construction, interpretation and/or the application of this Deed, a Barrister for the time being of the Bar Council;

20.4.2. if such dispute relates to matters requiring a specialist ecologist, a member for the time being of the Chartered Institute of Ecology and Environmental Management;

20.4.3. if such dispute relates to matters requiring a specialist chartered surveyor, a member for the time being of the Royal Institution of Chartered Surveyors;

20.4.4. if such dispute relates to matters requiring a specialist chartered accountant, a member who is registered by for the time being of the Institute of Chartered Accountants in England and Wales; and

20.4.5. in all other cases, a qualified and practising solicitor of the Law Society of England and Wales.

20.5. On acceptance of the appointment the Expert will provide to the Parties a practicable and achievable timescale for the delivery and communication of the decision allowing for the nature and complexity of the dispute.

20.6. Unless the Expert shall direct to the contrary, within twenty-eight (28) Working Days after his appointment the Expert shall invite written submissions from the Parties to the dispute together with a bundle of key documents relied upon and shall afford to each of the said Parties an opportunity to make counter submissions in writing within a further ten (10) Working Days in respect of such submissions or such other timescales as agreed between the Expert and the Parties.

20.7. The Expert shall fully consider all submissions and evidence when making his decision and the Expert may consider that oral representations by way of a hearing are required.

20.8. The Expert's decision shall be given in writing and shall give reasons for it. The Expert's decision shall be final and binding on the said Parties in the absence of manifest error.

DRAFT

20.9. The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be binding on the Parties. He shall consider any written representations submitted to him in accordance with the timescales specified in this clause as well as oral evidence representations (if required) and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.

20.10. The Expert shall use all reasonable endeavours to give his decision and the reasons for it as expeditiously as possible.

20.11. The Expert may award the costs of the dispute resolution in such proportions as he sees fit but in the absence of an express award to this effect the costs shall be payable by the Parties to the dispute equally. In the event that the Expert appoints an assessor to assist him in his determination then the costs of the assessor shall be payable by the Parties to the dispute equally unless the Expert determines they should be otherwise apportioned. Each Party shall bear its own costs for making written submissions in accordance with clause 20.5 above.

20.12. Nothing in this clause shall be taken to fetter the Parties' ability to seek legal redress or commence proceedings in the courts (or otherwise) for any breach of the obligations in this Deed (including but not limited to an application for declaratory relief, injunction, specific performance, payment of any sum of money, damages and any other means of enforcing the Deed together with consequential and interim orders and relief).

21. SEVERANCE

21.1. In the event that, in determining the Appeal, the Secretary of State (or his Inspector) expressly states in the decision letter, or any court in determining a legal challenge to the permission granted pursuant to the Appeal expressly determines, that any obligation contained in this Deed (or any part thereof) does not satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), that obligation (or the relevant part thereof) shall be deemed severed from this Deed and shall cease to have effect from the date of the decision letter or court order (as applicable), shall not be binding upon or enforceable against the Owners, and the remainder of this Deed shall continue in full force and effect as if the severed obligation had not been included.

DRAFT

DRAFT

IN WITNESS of which the Parties hereto have executed this document as a Deed the day and year first before written

EXECUTED AND DELIVERED AS A DEED by affixing)
THE COMMON SEAL of)
CHESHIRE WEST AND CHESTER)

BOROUGH COUNCIL)
in the presence of:)

Authorised Signatory

_____

Signature

_____

Full name of Signatory

EXECUTED and DELIVERED as a DEED by

ASHLEY WALL
in his capacity as one of the Trustees of Ashley Wall Life Interest Settlement

Signature of Trustee:

.....

In the presence of:

Independent Witness

Signature:

.....

Name:

.....

Address:

.....

Occupation:

.....

EXECUTED and DELIVERED as a DEED by

GEMMA SIMONE HAYES
in her capacity as one of the Trustees of Ashley Wall Life Interest Settlement

DRAFT

Signature of Trustee:

.....

In the presence of:

Independent Witness

Signature:

.....

Name:

.....

Address:

.....

Occupation:

.....

EXECUTED and DELIVERED as a DEED by

SOPHIA HOLLY BOUVERAT
in her capacity as one of the Trustees of Ashley Wall Life Interest Settlement

Signature of Trustee:

.....

In the presence of:

Independent Witness

Signature:

.....

Name:

.....

Address:

.....

Occupation:

.....

DRAFT

EXECUTED and DELIVERED as a DEED by

OLIVER ASHLEY WALL
in his capacity as one of the Trustees of Ashley Wall Life Interest Settlement

Signature of Trustee:

.....

In the presence of:

Independent Witness

Signature:

.....

Name:

.....

Address:

.....

Occupation:

.....

EXECUTED and DELIVERED as a DEED by

GLADMAN DEVELOPMENTS LIMITED

acting by a power of attorney dated 5 October 2026

Attorney: _____
(signature)

_____
(print name)

_____
(position)

In the presence of:
Witness signature: _____

Witness name (BLOCK CAPITALS):_____

Witness address: _____

_____

_____

DRAFT

Attorney: _____
(signature)

_____
(print name)

_____
(position)

In the presence of:
Witness signature: _____

Witness name (BLOCK CAPITALS):_____

Witness address: _____

_____

_____

DRAFT

SCHEDULE 1 - AFFORDABLE HOUSING

DEFINITIONS

For the purposes of this Schedule the following expressions shall have the following meanings:

"AFFORDABLE HOUSING"	means affordable housing for sale or rent for those whose needs are not met by the market and as defined in the National Planning Policy Framework August 2026 or any subsequent or equivalent policy that may replace it;
"AFFORDABILITY"	means any of the following Households: 1. with the financial ability to purchase a Suitably Sized, Open Market Unit within the Ward; or 2. with a total gross income in excess of eighty thousand pounds (£80,000) or equivalent thereof as set by Homes England or any successive or replacement organisation; or 3. able to buy a Discount Market Sale Unit outright (with cash); or 4. which has secured a sixty-five per cent (65%) deposit or more of the Discount Market Sale Unit's asking price, unless it is a Vulnerable Household or has residents aged fifty-five (55) years and

DRAFT

	above; or 5. is able through a combination of mortgage and deposit to purchase the Affordable Housing Unit at its Open Market Value;
"AFFORDABLE HOUSING CONTRACT"	means a contract to be entered into between the Owners and the Approved Registered Provider or other Registered Provider for the construction of the Affordable Housing Unit(s) and the transfer to the Approved Registered Provider or other Registered Provider under which, subject to the Exemption Provision, the Approved Registered Provider or other Registered Provider would covenant to use such Affordable Housing Unit(s) solely for the purposes of providing Affordable Housing in perpetuity;
"AFFORDABLE HOUSING MIX"	means the required mix and proportion of tenures of the Affordable Housing Unit(s) that must be provided for the Development which will be agreed with the Council as part of the Reserved Matters Application and subsequent Reserved Matters Approval;
"AFFORDABLE HOUSING PLAN"	means the plan to be submitted to the Council with the Affordable Housing Scheme, identifying the location and providing plot numbers of the Affordable Housing Unit(s) on the Application Site;

DRAFT

"AFFORDABLE HOUSING SCHEME"	means a scheme for the provision of Affordable Housing Unit(s) on the Application Site to be submitted to and approved by the Council, comprising (1) Affordable Rented Housing (2) Social Rented Housing and (3) Intermediate Housing. The scheme shall include the following details (unless otherwise agreed by the Council): (a) the minimum number of Affordable Housing Unit(s) which shall be 30% of the Dwellings approved under each and every Reserved Matters Approval; (b) the Affordable Housing Mix table, setting out the plot number, total floor area, maximum occupancy, number of bedrooms, property type, number of floors in dwelling, dwelling floor level (apartments only), tenure, Building Regulation Part M4 Building Regulation categorisation and any specific adaptations, specialised occupancy restrictions (if any) of each of the Affordable Housing Unit(s) to be provided; (c) the Affordable Housing Plan (with plot numbers);

DRAFT

	(d) the timing (and if applicable, the phasing of the Development) and distribution of the Affordable Housing Unit(s); (e) the Marketing Strategy; (f) the proposed service/estate charge for the Discount Market Sale Unit(s);
"AFFORDABLE HOUSING UNIT(S)"	means the Dwellings to be provided as Affordable Housing Unit(s) on the Application Site in accordance with the First Schedule;
"AFFORDABLE RENTED HOUSING"	means rented housing let by a Registered Provider to an Eligible Person(s) and which is subject to rent controls that require a rent of no more than eighty percent (80%) of Local Market Rental Value (including service charges, where applicable) or Local Housing Allowance (plus service charges) whichever is the lower at the at the time of letting which may be increased by no more than the Consumer Price Index plus one percent (1%) annually or other such amount as prescribed by the Regulator of Social Housing;
"AFFORDABLE RENTED UNIT(S)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied as Affordable Rented Housing;

DRAFT

"ALLOCATIONS POLICY"	means the Council's adopted policy to determine the allocation of Affordable Rented Unit(s) and Social Rented Housing Units to Eligible Person(s) (applicable at the relevant time);
"APPROVED OPEN MARKET VALUE"	means the Open Market Value as approved by the Council in accordance with paragraph 3 of Part 3 of Schedule 1 of this Deed;
"APPROVED REGISTERED PROVIDER"	means any Registered Provider who owns and advertises Affordable Housing Unit(s) within the Borough via the Council's Housing Register and the Cheshire West and Chester Choice Based Lettings Scheme from the Council's list of preferred development partners or as otherwise agreed in writing by the Council such approval not to be unreasonably withheld or delayed;
~~**"CACI DATA"**~~	~~means intelligence tools, primarily developed by CACI Limited in the UK, designed to analyse, segment, and predict consumer behaviour, demographics, and location-based trends;~~
"CASCADE PROVISION"	means the provisions set out in Part 2 of the Schedule 1 of this Deed;
"CHARGEE(S)"	means any mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant

Commented [BN6]: As per the definition

DRAFT

	to the Law of Property Act 1925 or otherwise 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;
"CHESHIRE WEST AND CHESTER CHOICE BASED LETTINGS SCHEME"	means a system administered by the Council that allows a household seeking Affordable Housing to bid for Affordable Rented Housing or Social Rented Housing rather than being directly assigned a Affordable Rented Unit or Social Rented Unit;
"CLUSTER(S)"	means a group of Affordable Housing Unit(s) which does not have contiguous boundaries with another group of Affordable Housing Unit(s);
"COMMUTED SUM"	means the sum to be calculated in accordance with the Commuted Sum Methodology Formula to be paid by the Owners to the Council in accordance with paragraph 2.4 o f part 2 of Schedule 1 of this Deed;
"COMMUTED SUM METHODOLOGY FORMULA"	means the following formula: A – B = Commuted Sum Where:

DRAFT

	A is the Approved Open Market Value and B = the Discount Market Sale Price;
"DESIGNATED PROTECTED AREA(S)"	means area(s) where additional restrictions are applied to Affordable Housing to preserve it for local households as provided in The Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009 or any replacement or amendment of this order;
"DISCOUNT"	means ~~the percentage of discount to be~~ to be applied to a Discount Market Sale Unit ~~ranging from 20~~ 35(thirty five ~~twent~~y) per cent (%) ~~to 50 (fifty) per cent (%), determined by the Council having applied the Discount Formula on~~ of the Approved Open Market Value, as provided in paragraphs 1 to 3 of part 3 of Schedule 1;
~~**"DISCOUNT FORMULA"**~~	~~means the following formula:~~ ~~((A – 5 X B) /A) X 100 = total discount~~ ~~A represents the Approved Open Market Value or, in case paragraph 4.1.2 of part 3 of Schedule 1 of this Deed is triggered, the Revised Open Market Value;~~ ~~B represents the median Household income for the Ward as provided by the CACI Data;~~

Commented [BN7]: The Discount should be clear from the outset so that proposed Developers of the Site can make informed offers to purchase. A fixed discount is the usual and widely accepted means off determining the sale price.

Commented [BN8]: Not necessary where there is a fixed Discount

DRAFT

"DISCOUNT MARKET SALE"	means the Disposal of the Discount Market Sale Unit(s) at the Discount Market Sale Price;
"DISCOUNT MARKET SALE PRICE"	means the Approved Open Market Value minus the Discount; or, in case paragraph 4.2 of Part 2 of Schedule 1 is triggered, the Revised Open Market Value minus the ~~Revised~~ Discount;
"DISCOUNT MARKET SALE RESTRICTION"	means the restriction to be applied for by the owner of the Discount Market Sale Unit (at its expense) following a Disposal by the owner in the Proprietorship Register at the Land Registry of the title of each Discount Market Sale Unit in the following terms (subject to any amendments thereto required by the Land Registry and agreed between the parties hereto) and to remain on the Proprietorship Register in perpetuity PROVIDED THAT an application to remove the restriction may be submitted in the event that the provisions of paragraph 2.6 of part 2 of Schedule 1 apply: "*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*

DRAFT

	signed by Cheshire West and Chester Council of The Portal, Wellington Road, Ellesmere Port, CH65 0BA that the provisions of Schedule 1 of an agreement under section 106 of the Town and Country Planning Act 1990 dated [ ] and made between (1) Cheshire West and Chester Borough Council and (2) Ashley Wall, Gemma Simone Hayes, Sophia Holly Bouverat and Oliver Ashley Wall ~~xxxxxxx~~ and (3) ~~xxxxxxx~~ Gladman Developments Limited have been complied with";
"DISPOSAL"	means the sale, gift, transfer, grant, or assignment or lease (for any period) of a Discount Market Sale Unit or any other disposal requiring registration at the HM Land Registry under the provisions of the Land Registration Act 2002 (as amended) and also the grant of any tenancy (including an assured tenancy or short term tenancy) for any period and irrespective of whether it requires registration at the HM Land Registry under the Land Registration Act 2002 or not and **"Dispose," "Disposed"** and **"Disposals"** shall be construed accordingly;
"DISCOUNT MARKET SALE UNIT(S)"	means the Affordable Housing Unit(s) to be sold to Eligible Person(s) under a Discount Market Sale which units shall remain Discount Market Sale Unit(s) in perpetuity subject to the Cascade Provision and the Exemption Provision and **"Discount Market Sale Unit"** shall be construed

Commented [VR9]: Please can you insert your client's details here

DRAFT

	accordingly;
"ELIGIBILITY CRITERIA"	means the criteria as set out in Appendix 2 of this Deed;
"ELIGIBLE PERSON(S)"	means the person(s) who satisfies the Eligibility Criteria;
"EMPLOYMENT"	means paid work for sixteen (16) hours or more per week and "**Employed**" and "**Self-Employed**" will be construed accordingly;
"EXEMPTION PROVISION"	means the provision set out in part 4 of Schedule 1;
"FIRST TIME BUYER"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
"HEAD OF HOUSING"	means the manager of the Strategic Housing Service or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed;
"HOMES ENGLAND"	means the non-departmental public body for the time being having or being responsible for providing financial assistance to bodies including Registered Providers of social housing for the purpose of improving the supply and quality of housing in England now conferred on such body under the

DRAFT

	Housing and Regeneration Act 2008 or any legislation replacing or amending the same;
"HOMES ENGLAND'S FUNDAMENTAL CLAUSES"	means clauses that apply to Shared Ownership Housing as set out in Homes England's Affordable Homes Capital Funding Guide produced by the Homes and Communities Agency and current at the date of this Deed (or such document as shall succeed or replace it);
~~**HOMES ENGLAND'S TARGET RENT**~~	~~means the maximum weekly rent that may be charged to an Eligible Person for Social Rented Housing in the Borough as determined through the National Rent Regime;~~
"HOUSEHOLD"	means persons who will live together and are related by birth, marriage, or adoption or are dependants or otherwise share living arrangements and "**Households**" shall be construed accordingly;
"HOUSING REGISTER"	means the Council's housing register referred to in Part VI of the Housing Act 1996;
"IN HOUSING NEED"	means persons living in unsuitable housing who need to move to include: 1) persons currently sharing facilities and forming an

Commented [BN10]: This definition is not used in the document

DRAFT

	emerging or separate new household; 2) persons living in overcrowded, unsafe or poor housing conditions where there is a high risk of harm; 3) persons who need to move on medical or welfare grounds, including disability, abuse or harassment; 4) persons who are unable to afford their current accommodation or are homeless; 5) persons moving on from supported accommodation or young people leaving care; 6) persons who can demonstrate a need to move to be nearer employment or support networks or to give support to a close family member; 7) persons who have been approved by the local authority for fostering and/or adoption, but lack suitable accommodation;

DRAFT

	8) persons who are under occupying their current property by at least two bedrooms;
"INTERMEDIATE HOUSING"	means Affordable Housing at a cost below the open market the form of which shall be agreed with the Council at its absolute discretion but may include Shared Ownership Unit(s), Discount Market Sale Unit(s) and Rent to Buy Unit(s), or such other similar form of Intermediate —Housing approved in writing by the Council;
"INTERMEDIATE HOUSING UNIT(S)"	means the Affordable Housing Unit(s) that are available to be used and Occupied exclusively as Intermediate Housing;
"LEASE"	means a lease for a term of no less than nine hundred and ninety (990) years;
"LETTING PERIOD"	means a period of a minimum five (5) years from the date of the first letting following completion of construction of the Rent to Buy Unit(s);
"LOCAL CONNECTION CRITERIA"	means any of the following criteria met by persons immediately preceding the date of a valid application to the Council for the Affordable Housing Unit, i.e. the person:

DRAFT

	• has lived within the Borough for the last twelve (12) months; • has immediate family (mother, father, brother, sister, son, daughter) who are currently living in the Borough and have done so for at least the last five (5) years; • has previously lived in the Borough for a minimum of five (5) years continuously; • has a permanent contract of Employment in the Borough, or has accepted in writing a firm offer of permanent Employment; • Is Self- Employed and able to prove that the business address from which the person operates is within the Borough and has been operational for a minimum of twelve (12) months; • Is Ministry of Defence Personnel;
"LOCAL HOUSING ALLOWANCE"	means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions

DRAFT

	or such similar framework that may replace it;
"LOCAL ESTATE AGENT(S)"	means any person or business carrying out estate agency work, being the introduction of, or negotiation with, individuals seeking to buy or sell freehold or leasehold property (including residential, commercial, or agricultural property), undertaken in the course of business pursuant to instructions from a client, who are running the business within the Ward where the Application Site is situated and if there are no estate agents within the Ward, then within the Borough;
"LOCAL LETTINGS PLAN"	means an applicant prioritisation plan approved by the Council for the Registered Provider to follow when they first Dispose of Affordable Rented Unit(s) and Social Rented Housing Unit(s) in accordance with the Allocations Policy;
"LOCAL MARKET RENTAL VALUATION(S)"	means a written rental valuation of an Affordable Rented Unit, Social Rented Unit or Rent to Buy Unit by a Local Estate Agent or RICS Qualified Valuer which shall demonstrate how such Affordable Rented Unit, Social Rented Unit or Rent to Buy Unit could be reasonably expected to be let in the Ward at the date when a contract to let is entered with the Owners and a willing tenant having regard to the terms of this Deed and for the avoidance of doubt this does not constitute a requirement for a formal

DRAFT

	valuation in accordance with the professional standards of the RICS;
"LOCAL MARKET RENTAL VALUE"	means the rental value of an Affordable Rented Unit, Social Rented Unit or a Rent to Buy Unit at the time of Disposal on the assumption that it is offered for letting on the open market in the Ward unencumbered and with vacant possession and is free from any restriction created by this Deed for a term of no less than six months (6) and it will be based on the average of three (3) Local Market Rental Valuation(s);
"MARKETING"	means the advertising of the relevant Affordable Housing Unit(s) in accordance with a) the requirements under Appendix 1 Part (A) (regarding the marketing of Affordable Rented Unit(s), Social Rented Housing Unit(s), Shared Ownership Unit(s) or Rent to Buy Unit(s) to Registered Providers); b) the requirements under Appendix 1(Part B) (regarding the marketing of Discount Market Sale Unit(s)); and any other approved details by the Council for the other tenures and "**Marketed**" and "**Market**" shall be construed accordingly;

DRAFT

"MARKETING DATE"	(a) For Affordable Housing Unit(s) marketed to Registered Providers being (i) Affordable Rented Units (ii) Social Rented Housing Units (iii) Rent to Buy Unit(s) (iv~~ii~~) Shared Ownership Unit(s) the date agreed between the Owners and the Council that the Marketing of such units to Registered Providers shall commence; (b) In terms of the Discount Market Sale Unit(s) marketed to Eligible Person(s) means the date agreed between the Owners and the Council that the Marketing of such Discount Market Sale Unit(s) shall commence. This applies on the first Disposal and each and every subsequent Disposal. No Discount Market Sale Unit(s)' can be reserved, or offers can be accepted prior to this date; and any other date that will be agreed between the Council and the Owners for the Marketing of the relevant Affordable Housing Unit(s) pursuant to the Cascade Provision;
"MARKETING STRATEGY"	means the strategy proposed by the Owners, to be approved by the Council to promote and secure the Disposal of the

DRAFT

	relevant Affordable Housing Unit(s), which strategy shall include, inter alia, details of: 1. the type and form of the advertisements; 2. proposals of how potential customers will be made aware of the restrictions contained in this Deed; 3. the applicable Marketing Date; 4. how the Owners will notify the Council of commencement of the Marketing; 5. the frequency of adverts; and any other strategy that will be agreed between the Council and the Owners for the marketing of Affordable Housing Unit(s) pursuant to the Cascade Provision;
"MINISTRY OF DEFENCE PERSONNEL"	means: a) A person who has completed their basic (phase 1) training and is any one of the following: i. regular service personnel (including Navy, Army and Air Force);

DRAFT

	ii. clinical staff (with the exception of doctors and dentists); iii. Ministry of Defence Police Officers; or iv. uniformed staff in the Defence Fire Service. b) A person who is an ex-regular service personnel who have served in the Armed Forces for a minimum of six years, and can produce a Discharge Certificate (or similar documentation) as proof, where the application for Affordable Housing is within two years (24 months) of the date of discharge from service; or c) A surviving partner of regular service personnel who have died in service, where the application for Affordable Housing is within two years (24 months) of the date of being bereaved;
~~**"NATIONAL REGISTERED PROVIDERS"**~~	~~means Registered Providers who do not currently own Affordable Housing Unit(s) in the Borough;~~

Commented [BN11]: Definition not used in the document

DRAFT

"NATIONAL RENT REGIME"	means the rent policy set out for Social Rent within the Rent Standard Guidance as published by the Ministry of Housing Communities and Local Government and the Regulator of Social Housing (or any successor ministerial department) in April 2020 and updated in February 2026 and any other guidance issued by the Regulator of Social Housing or its successors from time to time in relation in this document;
"OPEN MARKET VALUE"	means the estimated price which could reasonably be expected to be obtained for the relevant Affordable Housing Unit on a Disposal of a freehold or a Lease on the open market by a willing seller to a willing buyer in an arm's length transaction and free of any covenants or planning obligations;
"OPEN MARKET VALUATION"	means the Open Market Value calculated by~~:~~ ~~a)~~ a Local Estate Agent, in relation to Discount Market Sale Unit(s), Rent to Buy Unit(s) and Shared Ownership Unit(s); ~~or~~ ~~b) a RICS Qualified Valuer, in relation to First Homes;~~

Formatted: Font: (Default) Arial, 11 pt, Complex Script Font: Arial, 11 pt

Formatted: Normal, No bullets or numbering

Commented [BN12]: There are no First Homes

DRAFT

	at the Owners cost PROVIDED that the date of such valuation shall not be more than thirty (30) Working Days before the date of the service of the Sales Notice or more than three (3) months of an agreed sale for Rent to Buy Unit(s) and Shared Ownership Unit(s) and "**Open Market Valuations**" shall be construed accordingly;
"OPEN MARKET UNIT(S)"	means the Dwellings constructed as part of the Development as general housing for sale or rent on the open market and which are not Affordable Housing Unit(s);
"OPTIONS BAND"	means households not in statutory housing need under the Allocations Policy or equivalent thereof, but who are In Housing Need;
"PRACTICAL COMPLETION"	means the issue of a certificate of practical completion by the Owners architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development and **"Practically Complete"** shall be construed accordingly;
"PRIORITY NEED"	means Households in statutory housing need as set out in the Allocations Policy;
"PROTECTED TENANT"	means any person who:

DRAFT

	a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; b) has exercised any statutory right to buy pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; c) has purchased in accordance with the terms of the Shared Ownership Lease all of the shares so that they own the entire Affordable Housing Unit;
"REGISTERED PROVIDER"	means a person or body registered with the Regulator of Social Housing as a provider of social housing pursuant to the provisions of the Housing and Regeneration Act 2008 (or any statutory replacement or modification thereof) and "**Registered Providers**" shall be construed accordingly;
"REGULATOR OF SOCIAL HOUSING"	means the Regulator of Social Housing as referred to in section 80A Housing and Regeneration Act 2008;

DRAFT

"RENT TO BUY HOUSING"	means the government–backed housing scheme that allows eligible persons to rent a Rent to Buy Unit at a reduced rate below the Local Market Rental Value for the Letting Period, with the option for the tenant to purchase the Rent to Buy Unit in accordance with the Homes England Capital Funding Guide or other similar guide or any substitution or replacement of this document to include outright sale and/or shared ownership options;
"RENT TO BUY UNIT(S)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Rent to Buy Housing;
~~**"REVISED DISCOUNT"**~~	~~means the percentage of discount to be determined by the Council having applied the Discount Formula on the Revised Open Market Value, as provided in paragraph 4.2 of part 3 of Schedule 1 of this Deed which shall be capped at a maximum of fifty per cent (50%) of the Approved Open Market Value and a minimum of twenty percent (20%) of the Approved Open Market Value;~~
"REVISED OPEN MARKET VALUE"	means the Open Market Value calculated in accordance with paragraph 4.1.2 of Part 3 of Schedule 1 of this Deed;

DRAFT

"RICS"	means the Royal Institution of Chartered Surveyors;
"RICS QUALIFIED VALUER"	means a professional valuer accredited by RICS;
"SALES NOTICE"	means the written notice that the Owners shall submit to the Council to notify the Council of a proposed Disposal of a Discount Market Sale Unit which shall remain valid for up to eighty (80) Working Days from submission;
"SECRETARY OF STATE"	means the Secretary of State for Housing, Communities and Local Government or any successor appointed to fulfil its functions;
"SHARED OWNERSHIP HOUSING"	means the Affordable Housing to be managed by a Registered Provider and to be Disposed of in accordance with Homes England National Policy to Eligible Person(s) where ten to seventy five percent (10-75%) of the initial equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Registered Provider subject to rent being charged on the retained equity, on terms that entitle the purchaser to acquire up to one hundred percent (100%) of the equity in the relevant unit, which includes Homes England's Fundamental Clauses unless the Application Site is in a Designated Protected Area;

DRAFT

"SHARED OWNERSHIP LEASE"	means a lease from the Registered Provider which grants Eligible Persons a lease for a minimum of 125 years at a share of between 10% and 75% of the Open Market Value of the leasehold of the Affordable Housing Unit. For equity levels less than 75%, the rent on the remaining share of the property will be charged at 2.75% of the remaining unsold equity in line with Homes England guidelines. It is acknowledged that the Application Site is in a Designated Protected Area and the following will apply in respect of the Shared Ownership Unit(s): The Shared Ownership Lease shall: (c) restrict staircasing to no more than 80% equity; or (d) provide that in instances where the leaseholder is permitted to acquire more than 80% equity (up to 100% equity) the landlord (or a designated alternative landlord) specified in the lease shall repurchase the property when the leaseholder wishes to sell the Shared Ownership Unit;

DRAFT

"SHARED OWNERSHIP UNIT(S)"	means any of the Affordable Housing Unit(s) to be Occupied as Shared Ownership housing;
"SOCIAL RENTED HOUSING"	means the Affordable Housing Unit(s) housing provided by a Registered Provider as social rented housing which meets the requirements of the Ministry For Housing, Communities and Local Government Social Housing Policy Statement 2026 or equivalent thereof;
"SOCIAL RENTED HOUSING UNIT(S)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Social Rented Housing;
"SUITABLY SIZED"	means the number of bedrooms a Household requires as described below, plus one bedroom which will be considered when assessing Discount Market Sale eligibility, which includes but is not limited to the following criteria: (a) one bedroom is needed for each single adult or couple; (b) one bedroom is needed for two children under 10 regardless of gender;

DRAFT

	(c) one bedroom is needed for two children under 16 of the same gender; (d) one bedroom is needed for any other adult living in the Household; (e) where an applicant, or member of their Household, is expecting a child and this grants the need for an additional bedroom; (f) where a separate room is required for the use and/or storage of medical equipment, where a disabled person needs an overnight carer or for employment purposes and there is no other habitable room available for this purpose; where an applicant, or member of their Household requires specialised or adapted property, such as accommodation all on one level due to mobility issues, they will be prioritised for such units;
"VULNERABLE HOUSEHOLD"	means a Household which contains an adult who: i) has extensive needs for care and support, or

DRAFT

	ii) is experiencing, or at risk of, abuse or neglect and as a result of their care needs is unable to protect themselves;
"WARD"	means the administrative area of Tattenhall or equivalent thereof;

DRAFT

PART 1 – AFFORDABLE HOUSING OBLIGATIONS

1. The Owners covenant with the Council as follows:

Affordable Housing Scheme

1.1. Not to submit any Reserved Matters Application without simultaneously submitting the Affordable Housing Scheme to the Head of Housing for approval and not to Commence Development nor allow Commencement of Development to occur until

the Affordable Housing Scheme has been approved in writing by the Head of Housing ("**the Approved Affordable Housing Scheme**").

1.2. To provide:

1.2.1. a minimum of thirty per cent (30%) of the Dwellings within the Development as Affordable Housing Unit(s); and

1.2.2. a minimum of twenty five percent (25%) of the Affordable Housing Units shall be provided as Social Rented Unit(s) and a maximum of fifty percent (50%) of the Affordable Housing Units shall be provided as Intermediate Housing Unit(s);

in accordance with the Approved Affordable Housing Scheme unless otherwise agreed in writing with the Council ~~.~~and where any calculation of the number of Dwellings under this Deed results in a number that is not a whole number, such number shall be rounded to the nearest whole number. Fractions of 0.5 or greater shall be rounded up to the next whole number, and fractions of less than 0.5 shall be rounded down to the previous whole number.

Affordable Housing

1.3. To ensure that the Affordable Housing Unit(s) are integrated with the Open Market Unit(s) in Clusters of no more than ten (10) Affordable Housing Unit(s).

1.4. To ensure the Affordable Housing Unit(s) are visually indistinguishable from the Open Market Unit(s) based on their external appearance.

1.5. To Practically Complete the Affordable Housing Unit(s) in accordance with the Planning Permission and the Approved Affordable Housing Scheme and to procure that:

1.5.1. Twenty five percent (25%) of the Affordable Housing Unit(s) are Practically Completed and Marketed to Eligible Person(s) prior to Occupation of twenty five percent (25%) of the Open Market Unit(s);

1.5.2. Thirty five percent (35%) of the Affordable Housing Unit(s) are Practically Completed and Marketed to Eligible Person(s) prior to Occupation of thirty five percent (35%) of the Open Market Unit(s); and

DRAFT

1.5.3. One hundred percent (100%) of the Affordable Housing Unit(s) are Practically Completed and Marketed to Eligible Person(s) prior to Occupation of eighty percent (80%) of the Open Market Unit(s).

Transfer of Affordable Housing Unit(s)

1.6. To ensure that any transfer of an Affordable Housing Unit shall be:

a) in vacant possession with full title guarantee of either a freehold interest or a Lease;

b) free of all financial charges and of any restrictive covenants or other third-party rights which would prevent the use of Affordable Housing Unit(s) for the purpose for which they are transferred; and

c) with the benefit of all necessary easements, rights and utilities.

1.7. Procure that, subject to the Cascade Provision and the Exemption Provision, any transfer or Disposal of any Affordable Housing Unit(s) includes a covenant that the Affordable Housing Unit(s) shall only be used for the purposes and tenures set contained in the Approved Affordable Housing Scheme.

1.8. On the first Disposal of each and every Discount Market Sale Unit the Owners shall ensure that the transfer deed to the incoming buyer shall impose an obligation upon the incoming buyer to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for a Discount Market Sale Restriction.

Occupation of the Affordable Housing Unit(s)

DRAFT

1.9. Subject to the Cascade Provision and the Exemption Provision (where applicable), the Owners undertake that each Affordable Housing Unit shall be Occupied;

1.9.1. as a sole private residence of the Occupier; and

1.9.2. by Eligible Person(s) PROVIDED THAT nothing shall prevent any spouse, partner or other dependant from continuing to reside at the Affordable Housing Unit after the Eligible Person ceases to reside there in accordance with the Approved Affordable Housing Scheme; and

1.9.3. all of the Affordable Housing Unit(s) are used and Occupied for the purposes and tenures as set out in the Approved Affordable Housing Scheme unless otherwise agreed by the Council.

DRAFT

PART 2

CASCADE PROVISION

1. Registered Providers

1.1. If the Approved Affordable Housing Scheme contains Affordable Housing Unit(s) that will be sold/managed by Registered Providers, the following provisions apply:

1.1.1. Prior to the Commencement of the Development, the Owners undertake~~s~~ to Market the Affordable Housing Unit(s) on the Marketing Date in accordance with the Marketing Strategy of the Approved Affordable Housing Scheme.

1.2. The Owners shall use reasonable endeavours to:

1.2.1. identify an Approved Registered Provider or (if no Approved Registered Provider can be identified) other Registered Provider within four (4) months from the Marketing Date (the "**Nomination Notice Period**") and

1.2.2. execute an Affordable Housing Contract with an Approved Registered Provider or other Registered Provider and notify the Council to that effect.

1.3. If no Affordable Housing Contract with an Approved Registered Provider or other Registered Provider is secured within the Nomination Notice Period or if the Owners provide evidence to the Council that it is not possible to identify an Approved Registered Provider or other Registered Provider within the Nomination Notice Period, the Owner shall be entitled to submit a revised Affordable Housing Scheme to the Council.

1.4. The revised Affordable Housing Scheme shall only amend the tenures and not the overall numbers of property types/sizes of the Affordable Housing Unit(s) as set out in the Approved Affordable Housing Scheme.

1.5. Upon the Council's approval of the revised Affordable Housing Scheme ("**Approved Revised Affordable Housing Scheme**"), the Owners shall Market the relevant Affordable Housing Unit(s) to either Approved Registered Providers or other Registered Providers on a Marketing Date that will be approved by the Council with the Approved Revised Affordable Housing Scheme ("**Approved Revised Marketing Date**"), and the steps outlined in paragraph 1.2 above shall be repeated, but the timeframes will be expedited as follows:

DRAFT

1.5.1. Instead of four (4) months in paragraph 1.2.1, the Owners shall Market the Affordable Housing Unit(s) to Approved Registered Providers and (if no ~~-~~Approved Registered Provider can be identified) other Registered Providers for one (1) month from the Approved Revised Marketing Date.

2. Discount Market Sale Unit(s)

2.1. If, after at least ~~six~~ five (~~5~~6) months from the Marketing Date, the Owners provide~~s~~ evidence to the Council that they cannot secure an Affordable Housing Contract with either Approved Registered Providers or other Registered Providers for the Affordable Rented Unit(s), the Social Rented Unit(s), Shared Ownership Units or the Right to Buy Unit(s) pursuant to paragraphs ~~xxxxx~~ 1.1.1 and 1.5.1 of ~~Part~~ part 2 of Schedule 1 the Owners may submit to the Council for its approval a scheme that does not involve Registered Providers **("A Non-Registered Provider Scheme").** The Non-Registered Provider Scheme may comprise entirely of Discount Market Sale Unit(s). With the submission of the Non-Registered Provider Scheme, the Owners shall include three (3) Open Market Valuations for the Affordable Housing Unit(s).

Commented [BN13]: % months id the aggregate of the periods set out in 1.2.1 and 1.5.1

2.2. The applicable discounts will be determined:

2.2.1. for Discount Market Sale Unit(s) in accordance with paragraphs 1 to ~~8~~ 5 of Part 3 of this Schedule 1 of this Deed.

2.3. Upon the Council's approval of the Non-Registered Providers' Scheme ("**Approved Non-Registered Provider Scheme**"), the Owners shall implement the Marketing Strategy on the Marketing Date as approved by the Council with the Approved Non-Registered Provider Scheme ("**Non-Registered Provider Scheme Marketing Date**").

2.4. If, having exercised reasonable endeavours for at least ~~six (6)~~three (3) months from the Non-Registered Provider Scheme Marketing Date, the Owners provide~~s~~ evidence to the Council to demonstrate that there were no offers or reservations of one or more of the Discount Market Sale Unit(s) to Eligible Person(s), the Owners shall be entitled to pay to the Council the Commuted Sum for the relevant Affordable Housing Unit(s) that remain unsold/unlet PROVIDED THAT the Council is satisfied with the evidence and grants its approval.

Commented [BN14]: The Cascade provisions contain a lengthy time period from beginning to end during which there are restrictions on the Occupation of Open Market Dwellings. A shorter Cascade timetable allows for the Cascade steps to be followed without unduly holding up delivery of Open Marker Dwellings

2.5. The Owners shall pay the Commuted Sum within ten (10) Working Days from receipt of the Council's consent, if such consent is granted.

DRAFT

2.6. On full payment of the relevant Commuted Sum under paragraph ~~6~~ 2.5 above, the relevant Affordable Housing Units(s) shall thereafter be Disposed of as Open Market Unit(s) and the Owners shall be released from the obligations contained in this Schedule 1.

2.7. During the periods provided in paragraphs 1 and 2 above, the Council shall be entitled to make enquiries of the list of Registered Providers or Owners (or their agent) regarding implementation of the Marketing Strategy for the Disposal of the relevant Affordable Housing Unit(s) and the advertisements that were used.

PART 3

DISCOUNT MARKET SALE UNIT(S) AND DISPOSALS

The following procedure will apply to proposed Disposal(s) of the Discount Market Sale Unit(s):

1. When the Owners ~~wishe~~ to Dispose of the relevant Discount Market Sale Unit they shall notify the Council in writing at least 6 (six) weeks before commencing the Marketing of the Discount Market Sale Unit and provide 3 (three) Open Market Valuations.

2. If the Council, acting reasonably, requests further evidence, the Owner shall submit such further evidence (including new Open Market Valuations, if applicable) within five (5) Working Days from receipt of the request, unless agreed otherwise with the Council.

3. The Council shall review any submitted Open Market Valuations and shall provide to the Owners the Council's calculation of the Approved Open Market Value and unless paragraph 4 below is triggered, the Discount will be applicable for the first and subsequent Disposals of any relevant Discount Market Sale Unit(s) in perpetuity.

4. First Disposal

4.1. Only in relation to the first Disposal of any Discount Market Sale Unit(s):

4.1.1. If twelve (12) months or more have elapsed between the Council's notification of the ~~Discount~~ Approved Market Value and the Owner's submission of the Sales

Notice, the Owners shall submit to the Council, within ten (10) Working Days from the Council's request, three (3) new Open Market Valuations together with any necessary accompanying evidence; and

4.1.2. Within ten (10) Working Days from submission of the new Open Market Valuations (under 4.1.1 above), the Council will provide to the Owners the Revised Open Market Value by taking an average of the 3 (three) new Open Market Valuations provided in paragraph 4.1.1 above.

~~4.2. If, there is a difference of 5% (five percent) upwards or downwards between the Approved Open Market Value and the Revised Open Market Value, the Council shall recalculate the Discount in accordance with the Discount Formula and this Revised Discount shall become applicable for the relevant Discount Market Sale Unit(s) for the first and all the subsequent Disposal(s) in perpetuity.~~

~~4.3.~~4.2. In case the Owners dispute~~s~~ the Approved Open Market Value ~~and/or the Discount~~, and/or the Revised Open Market Value ~~and/or the Revised Discount~~ as provided under paragraphs 1 to 4 of this Part 3 and provided the Parties have used reasonable endeavours to resolve the matter between themselves first, the matter may be referred by either Party to an Expert under the dispute resolution procedure contained in clause 20 of this Deed following the expiration of at least ten (10) Working Days from when a dispute was raised by the Owners.

~~4.4.~~4.3. The Owners undertake that they shall or shall procure that the Discount Market Sale Unit(s) are sold at the Discount Market Sale Price in perpetuity.

5. All Disposals

5.1. On **all** proposed Disposals of the Discount Market Sale Unit(s) at least six (6) weeks before the Owner's intention to Market the relevant Discount Market Sale Unit(s) to Eligible Persons, the Owners undertake to:

5.1.1. Serve a Sales Notice on the Council; and

DRAFT

5.1.2. Submit to the Council for its approval the Marketing Strategy;

5.2. The Council will confirm within 10 (ten) Working Days of receipt of the Marketing Strategy whether the Marketing Strategy is approved and provide the Marketing Date.

5.3. Following the Council's written approval of the Marketing Strategy the Owners shall implement the approved Marketing Strategy from the Marketing Date.

5.4. Unless the Exemption Provision or the Cascade Provision applies the Discount Market Sale Unit(s) will remain Discount Market Sale Unit(s) in perpetuity and all subsequent Disposals of each Discount Market Sale Unit(s) shall only be made to Eligible Person(s) at a maximum of the Discount Sale Price.

6. Use Restrictions - Discount Market Sale Unit(s)

6.1. The Owners shall be prohibited at all times from letting, sub-letting, lodging (for homestays, holiday accommodation or leisure) of the Discount Market Sale Unit(s) (or any of the rooms of the Discount Market Sale Unit(s)) PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 6.3 and 6.4 below.

6.2. The Owners shall be prohibited at all times from increasing the number of bedrooms in the Discount Market Sale Unit(s) by either adding an extension, a loft conversion, rearranging the internal layout or otherwise, without the Head of Housing's written approval.

6.3. An owner of a Discounted Market Sale Unit may let or sub-let their Discounted Market Sale Unit for a fixed term of no more than two (2) years provided that the owner of the Discounted Market Sale Unit notifies the Head of Housing in writing before the Discounted Market Sale Unit is Occupied by the prospective tenant or sub-tenant. An owner of a Discounted Market Sale Unit may let or sub-let their Discounted Market Sale Unit pursuant to this paragraph more than once during that Discounted Market Sale Unit owner's period of ownership but the aggregate of such lettings or sub-lettings during a Discounted Market Sale Unit owner's period of ownership may not exceed two (2) years.

Formatted: Font: Arial Body (CS)

Commented [BN15]: An outright prohibition on letting/sub-letting would deter a lender. The circumstances set out in paragraphs 6.3 and 6.4 are ones which are commonly accepted as those in which letting/sub-letting ought reasonably to be permitted

Formatted: Font: Arial Body (CS)

Formatted: Font: Arial Body (CS)

Formatted: Font: Arial Body (CS)

Formatted: Font: Arial Body (CS)

DRAFT

6.4 An owner of a Discounted Market Dwelling may let or sub-let their Discounted Market Sale Unit for any period provided that the owner of the Discounted Market Sale Unit notifies the Head of Housing and obtains consent in writing from the Head of Housing to the proposed letting or sub-letting such consent not to be unreasonably withheld or delayed and not to be withheld in any of the circumstances (a) – (f) below apply:

a) the owner of the Discounted Market Sale Unit is required to live in accommodation other than their Discounted Market Sale Unit for the duration of the letting or sub-letting for the purposes of employment;

b) the owner of the Discounted Market Sale Unit is an active member of Ministry of Defence Personnel and is to be deployed elsewhere for the duration of the letting or sub-letting;

c) the owner of the Discounted Market Sale Unit reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

d) the owner of the Discounted Market Sale Unit reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the owner of the Discounted Market Sale Unit reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the owner of the Discounted Market Sale Unit reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

~~6.2.~~

Formatted: Font: (Default) Arial Body (CS), 11 pt, Complex Script Font: Arial, 11 pt

Formatted: List Paragraph,List Paragraph1,List Paragraph11,Paragraph numbering,Quod Section Heading 1, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 0.63 cm + Indent at: 1.27 cm

Formatted: Font: Arial Body (CS)

Formatted: Font: (Default) Arial Body (CS), 11 pt, Complex Script Font: Arial, 11 pt

Formatted: Font: Arial Body (CS)

Formatted: Font: (Default) Arial Body (CS), 11 pt, Complex Script Font: Arial, 11 pt

Formatted: Font: Arial Body (CS)

Formatted: Font: (Default) Arial Body (CS), 11 pt, Complex Script Font: Arial, 11 pt

Formatted: Font: Arial Body (CS)

Formatted: Font: (Default) Arial Body (CS), 11 pt, Complex Script Font: Arial, 11 pt

Formatted: Font: (Default) Arial Body (CS), Complex Script Font: Arial

Formatted: Font: (Default) Arial Body (CS), Complex Script Font: Arial

Formatted: Normal, No bullets or numbering

7. Rent to Buy Unit(s)

7.1. For Rent to Buy Unit(s), the Owners shall ~~or shall~~ procure that no Rent to Buy Unit shall be let or allowed or permitted to be let at more than 80% (eighty percent) of the Local Market Rent Value for the Letting Period.

DRAFT

8. Shared Ownership Unit(s)

8.1. There shall be no letting or sub-letting (for homestays, holiday accommodation or leisure) of the Shared Ownership Unit(s) or any of the rooms of them at any time for any period of time.

8.2. Shared Ownership Unit(s) shall be owned and Occupied in accordance with a lease that includes Homes England's Fundamental Clauses or such other tenancy agreement or shared ownership lease as shall be agreed in writing with the Council.

8.3. Shared Ownership Unit(s) can be purchased up to eighty percent (80%) of the equity, as the Application Site is located in a Designated Protected Area, unless there is a mandatory buy back provision in compliance with Homes England's Fundamental Clauses or Homes England have granted a Designated Protection Area waiver permitting one hundred percent (100%) of the equity to be purchased.

PART 4

THE EXEMPTION PROVISION

Registered Provider's Mortgagee Exclusion Clause

Commented [VR16]: I am seeking the Housing Officer's instructions on this wording

1. The Affordable Housing provisions in this Deed shall not be binding on Chargee of the whole or any part of the Affordable Housing Unit(s) or any persons or bodies deriving title through such Chargee PROVIDED THAT:

   1.1. such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Unit(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

   1.2. if such disposal has not completed within the three (3) month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the

DRAFT

Affordable Housing provisions in this Deed which provisions shall determine absolutely.

2.1 None of the provisions in parts 1 to 3 of this Schedule 1 shall be binding on Affordable Housing Unit(s):

2.1.1 owned by a Protected Tenant who has exercised a statutory right to acquire by way of a purchase grant or like scheme or any Chargee of such Protected Tenant;

2.1.1 in the possession of a Chargee in accordance with Homes England's Fundamental Clauses; and

2.1.3 owned by an Occupier who has purchased 100% (one hundred per cent) of the equity of a Shared Ownership Lease following the exercise of staircasing rights or in accordance with any other applicable scheme or any Chargee of such Occupier

Discount Market Sale Unit(s) Exclusion Clause

~~2.1.~~3 The provisions of paragraph 1 of this part 4 of Schedule 1 in this Deed shall not apply to Chargees of Discount Market Sale Unit(s) in respect of which the following paragraph 3 applies instead:

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 2 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.85 cm

~~3.~~ 4. ~~—~~The provisions of parts 1 to 3 of Schedule 1 in this Deed shall not be binding on Chargees of Discount Market Sale Unit(s) or any persons or bodies deriving title through such Chargees PROVIDED THAT:

Formatted: Normal, No bullets or numbering

~~3.1.~~4.1 The Chargee shall first give written notice to the Council of its intention to Dispose of the Discount Market Sale Unit(s); and

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

~~4.1~~4.2 The Chargee has used reasonable endeavours over a period of three (3) months from the date of the written notice in paragraph 4.1 above to complete a Disposal of the Discount Market Sale Unit(s) to Eligible Person(s) and has provided written evidence of such reasonable endeavours to the Head of Housing 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

DRAFT

~~2.2~~4.3 If the Chargee has not completed the Disposal of the said Discount Market Sale Unit(s) in accordance with paragraph 4.2 above, within the said three (3) month period, the said Chargee may (but without imposing any obligation on the said Chargee) Dispose of the Discount Market Sale Unit(s) at no more than the Discount Market Sale Price to a person who does not meet the eligibility criteria specified in Appendix 2 of this Deed and PROVIDED THAT the sale terms (including the transfer deed) ensure that the provisions of Parts 1 to 3 of this Deed have ongoing enforceability and shall apply to any subsequent sale by the purchaser and their successors in title and that at all times the rights and obligations in this paragraph 4 shall not require the Chargee to act contrary to its duties under the charge or mortgage.

~~4.~~5 ~~I~~The provisions of parts 1 to 3 of this Schedule 1 to this Deed shall not apply to the following Disposals of a Discount Market Sale Unit(s):

~~4.1.~~5.1 a Disposal to a spouse or civil partner upon the death of an owner of a Discount Market Sale Unit(s);

~~4.2.~~5.2 a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of an owner of a Discount Market Sale Unit(s);

~~4.3.~~5.3 a Disposal to a former spouse or former civil partner of an owner of a Discount Market Sale Unit(s) 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; or

~~4.4.~~5.4 a Disposal to a trustee in bankruptcy prior to sale of the relevant Discount Market Sale Unit(s) (and for the avoidance of doubt, paragraph 3 of Part 4 of Schedule 1 shall apply to such a sale).

Provided always that in each case the person to whom the Disposal is made complies with the terms of Appendix 2 (Part C) or they are part of an Eligible Person's Household and already live in the Discount Market Sale Unit(s).

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

DRAFT

SCHEDULE 2

THE OWNERS COVENANT WITH THE COUNCIL – CONTRIBUTIONS

1. The Owners covenant to serve written notice on the Council of the proposed date of Commencement of Development fourteen (14) Working Days before the actual date of Commencement of Development and not to Commence Development without having served such written notice on the Council.

2. The Owners covenant to serve written notice on the Council of the proposed date of Occupation of the first Dwelling fourteen (14) Working Days before the actual date of Occupation and not to Occupy the Development without having served such written notice on the Council.

3. The Owners covenant to pay 50% (fifty per cent) of the Contributions to the Council prior to the Occupation of 25% (twenty-five per cent) of the Dwellings on the Development. The Owners shall not Occupy, or permit the Occupation of, more than 25% (twenty-five per cent) of the Dwellings on the Development unless and until 50% (fifty per cent) of the Contributions have been paid to the Council.

4. The Owners covenant to pay the remaining 50% (fifty per cent) of the Contributions to the Council prior to the Occupation of 50% (fifty per cent) of the Dwellings on the Development. The Owners shall not Occupy, or permit the Occupation of, more than 50% (fifty per cent) of the Dwellings on the Development unless and until the Contributions have been paid in full to the Council.

DRAFT

SCHEDULE 3

THE COUNCIL'S COVENANTS

1. Not to apply any Contribution for any purpose than the purpose for which it has been paid.

2. To provide written details of the status of the Contributions (receipt, commitment of spend and or expenditure) within twenty-eight (28) Working Days following written request from the Owners.

3. Subject to a written request by the Owners being served within 3 (three) months of the expiry of 10 (ten) years from the date of receipt of the relevant Contribution, to repay to the Owners any part of that Contribution which remains unspent, ~~as long as such part of the Contribution would no longer serve a planning purpose.~~together with interest accrued from the date of receipt to the date of repayment.

Commented [NB17]: The Council has determined that the Contributions are required to mitigate specific impacts of the proposed Development. If the Council does not use the Contributions for these purposes they should be refunded

DRAFT

DRAFT

APPENDIX 1

MARKETING STRATEGY

PART A

AFFORDABLE RENTED/SOCIAL RENTED HOUSING UNIT(S), SHARED OWNERSHIP HOUSING AND RENT TO BUY UNIT(S)

Registered Providers

1. The Owners shall Market the relevant Affordable Housing Unit(s) of the Approved Affordable Housing Scheme for a minimum period of four (4) months.

2. During this period, the Owners shall offer the relevant Affordable Housing Unit(s) to Approved Registered Providers or (if no Approved Registered Provider can be identified) other Registered Providers.

3. The Owners may request a list of Approved Registered Providers from the Council and the Council shall use reasonable endeavours to provide such a list within ten (10) Working Days of receipt of a written request.

4. Notwithstanding paragraph 2, the Owners may request that the Council nominate up to three (3) preferred Registered Providers. The Council shall provide such nominations within ten (10) Working Days of receipt of a written request.

5. Subject to the provisions of paragraphs 1 to 2 of Part 2 of Schedule 1, the Owners may Market the relevant Affordable Housing Unit(s) to other Registered Providers, **PROVIDED ALWAYS** that any such other Registered Provider shall, as a condition of any transfer, be required to:

   (a) Submit a detailed strategy to the Council, specifying how the Affordable Housing Units will be managed within the locality; and

   (b) Provide written confirmation and a binding undertaking to join and participate in the Cheshire West and Chester Choice Based Lettings Scheme.

6. The Owners shall keep a full record of all Marketing activity undertaken pursuant to this Part A of Appendix 1 and shall, upon written request, provide the Council with copies of all

DRAFT

correspondence and offers received (or lack thereof) to demonstrate a bona fide attempt to Dispose of the Affordable Housing Unit(s) in accordance with these terms.

PART B

DISCOUNT MARKET SALE UNIT(S)

1. Upon the initial and any subsequent Disposal of each Discount Market Sale Unit(s), the Owners shall and shall procure that each Discount Market Sale Unit(s) is continuously Marketed for a minimum period of ~~six~~ three (~~3~~6) months (**"the Marketing Period"**).

2. Throughout the Marketing Period, the Owners shall ensure and shall procure that each Discount Market Sale Unit is advertised on a daily basis via the following media channels:

   (a) **Digital:** Publication on a minimum of 2 (two) recognized national or local property portals (e.g., Rightmove, Zoopla, or the Owner's dedicated website);

   (b) **On-Site:** By way of prominent signage or advertisements displayed externally at the specific Discount Market Sale Unit to which the marketing relates.

3. The Owners further covenant ~~and~~ to procure~~s~~ that all marketing materials and advertisements published pursuant to paragraph 2 shall contain an express and prominent notification to potential purchasers regarding the existence of the restrictive covenants, eligibility criteria, and price caps contained within this Deed.

4. The Owners shall provide to the Council, documentary evidence (including copies of advertisements and invoices) to demonstrate compliance with the marketing obligations set out in this Appendix 1 Part B.

DRAFT

APPENDIX 2 – ELIGIBILITY CRITERIA

PART A

AFFORDABLE RENTED UNIT(S) AND SOCIAL RENTED HOUSING UNIT(S)

1. Each Affordable Rented Unit(s) and Social Rented Unit(s) shall, upon initial and all subsequent vacancies, be let to a person who is deemed by the Council or the Approved Registered Provider or Registered Provider (as the case may be) to be:

   (a) in **Priority** Need; and

   (b) compliant with the Local Connection Criteria.

2. Where no applicants meeting the criteria in paragraph 1 can be identified in accordance with the **Allocations Policy**, the Affordable Rented Unit(s) and Social Rented Unit(s) shall be made available to Households on the Council's **Housing Register** within the **Options Band** (or equivalent), provided such persons satisfy the **Local Connection Criteria**.

3. Available Affordable Rented Unit(s) and Social Rented Unit(s) will be advertised via the Cheshire West and Chester Choice Based Lettings Scheme in accordance with the following sequence:

3.1. The first (1st) advertising cycle will be to applicants in Priority Need. The advert will be open for two (2) weeks. Applicants will be able to place a 'bid' to express their interest in the vacancy. Such applications will be considered in accordance with the Allocations Policy. The Approved Registered Provider or Registered Provider (as the case may be) will assess the applicants' eligibility for the vacancy in accordance with the relevant Eligibility Criteria, Local Connection Criteria, and In Housing Need criteria as set out in the Allocations Policy.

3.2. If an Affordable Rented Unit and/or Social Rented Unit remains unlet, the property will be advertised to other applicants on the Council's Housing Register who are not considered to be in 'Priority Need'. The advert will be open for one (1) week, and applications will be considered in order of the earliest expression of interest. The Approved Registered Provider or Registered Provider (as the case may be) will again assess the applicants' eligibility for the vacancy in accordance with the relevant

DRAFT

Eligibility Criteria, Local Connection Criteria, and In Housing Need criteria as set out in the Allocations Policy.

4. If an Affordable Rented Unit and/or Social Rented Unit remains unlet after three (3) weeks of advertising through the Choice Based Lettings Scheme, as provided in paragraph 3 above, the Approved Registered Provider or Registered Provider (as the case may be) may advertise the vacancy on the open market. This may be done alongside further adverts through the Choice Based Lettings Scheme but applicants who are not registered on the Council's Housing Register may be considered too. The Approved Registered Provider or Registered Provider (as the case may be) should still apply the Eligibility Criteria set out within the Allocations Policy to applicants who are not registered on the Council's Housing Register.

5. Paragraphs 3 to 4 above shall apply to the initial letting and all subsequent lettings of an Affordable Rented Unit and/or Social Rented Unit, unless a Local Lettings Plan has been approved by the Council.

PART B

RENT TO BUY UNIT(S)

1. The eligibility criteria for applicants for Rent to Buy Unit(s) are as follows:

1.1. Applicants must meet all of the following criteria:

(a) Be a **Household** who intends to buy their own home in the future but is not currently able to pay for a deposit to buy an **Open Market Unit;** and

(b) They are a **First Time Buyer**, unless an applicant is looking to return to home ownership following a relationship breakdown; and

(c) The total Household income will be £80,000 (eighty thousand pounds) or less in accordance with Homes England guidance; and

1.2. For a period of no less than ten (10) Working Days commencing on the date the Rent to Buy Unit(s) are first advertised, for the first and subsequent vacancies the Owners shall advertise such units to applicants who are:

(a) currently registered on the Council's Housing Register; and

DRAFT

(b) in Employment.

1.3. The Owners shall and shall procure that upon reasonable written request by the Council, written evidence of applicants eligibility (including proof of Employment and the Council's Housing Register status, where applicable) is submitted to the Council before the transfer of a Rent to Buy Unit(s).

PART C

DISCOUNT MARKET SALE UNIT(S)

1. The Eligibility Criteria for applicants for Discount Market Sale Unit(s) are as follows:

1.1. The Household complies with all the following criteria:

(a) They are **In Housing Need**; and

(b) They are not excluded by means of their **Affordability**; and

(c) They meet the **Local Connection Criteria**

1.2 If after ~~sixteen~~ six ~~(16~~6) weeks of the Marketing Date no Eligible Person has been identified who qualifies~~y~~ under paragraphs 1.1 (a), (b) and (c) above, the Discount Market Sale Unit shall be available to any Household who meets the criteria specified in paragraphs 1.1 (a), and (b) above.

~~1.2~~1.3 If after six (6) weeks of the Marketing Date no Eligible Person has been identified who qualifies under paragraphs 1.1 (a) and (b)) above, the Discount Market Sale Unit shall be available to any Household who meets the criteria specified in paragraphs 1.1 (b) above.

Commented [BN18]: The Eligibility Criteria are particularly restrictive. There should be a fallback position where the Discount Market Sale Units can be transferred to a buyer who cannot afford to purchase an Open Market Dwelling but cannot meet the criteria of Housing Need or Local Connection Criteria

~~1.3~~1.4 No Local Connection is required for Ministry of Defence ~~personnel~~ Personnel where:

(a) They have completed their basic (phase 1) training, and they are one of the following:

i. regular service personnel (including Navy, Army and Air Force);

ii. clinical staff (with the exception of doctors and dentists);

iii. Ministry of Defence Police Officers; or

DRAFT

iv. uniformed staff in the Defence Fire Service.

(b) They are ex-regular service personnel who have served in the Armed Forces for a minimum of 6 (six) years, and can produce a Discharge Certificate (or similar documentation) as proof, where they apply within two years (24 months) of the date of discharge from service; or

(c) They are the surviving partners of regular service personnel who have died in service, where they apply within two years (24 months) of the date of being bereaved.

APPENDIX 3

Worked examples of education contribution calculations

DRAFT