



**WOKINGHAM  
BOROUGH COUNCIL**

**DATED**

9th May

**2025**

**WOKINGHAM BOROUGH COUNCIL**

-and-

**HICKS DEVELOPMENTS LIMITED**

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**Deed of Agreement to Provide Planning Obligations**

**pursuant to Section 106 of the Town and Country Planning Act 1990 and  
Section 111 Local Government Act 1972**

**in relation to the proposed development of land to the West of Park Lane,  
Charvil, RG10 9TS**

Planning Reference Number  
232704

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Legal Ref: 34000002/510

Legal Services  
Wokingham Borough Council  
Council Offices  
Shute End  
Wokingham  
Berkshire  
RG40 1BN

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**THIS DEED OF AGREEMENT** is made the 9th day of May Two Thousand and Twenty-Five

**BETWEEN**

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH (the “**Council**”), and
- (2) **HICKS DEVELOPMENTS LIMITED** (company registration number 01006287) whose registered office is at 15 Headley Road, Woodley, Berkshire, RG5 4JB (the “**Owner**”).

**RECITALS**

- A. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
- B. The Council is the local highway authority for the area in which the Site is situated.
- C. The Owner is the freehold owner of the Site registered at HM Land Registry with title absolute.
- D. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- E. On 11/12/2024 the Council resolved to grant planning permission for the Planning Application subject to the prior completion of this Deed.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 For the purposes of this Deed the following words and expressions shall have the following meanings:

“Act”	the Town and Country Planning Act 1990, as amended
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking

out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and "Commence", "Commencement" and "Commence Development" shall be construed accordingly

"Development"

the proposed erection of up to 75 dwellings with only access to be considered via Park Lane (appearance, landscaping, layout and scale to be matters reserved) as more particularly set out in the Planning Application

"Dwelling"

any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

"Green Space Plan"

the drawing titled "GREEN SPACE PLAN" DWG. 104.A annexed to this Agreement

"Index"

the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function

Notes.  
All dimensions and levels on site are to be checked prior to commencement of work.  
This drawing is the copyright of J J Architect RIBA.



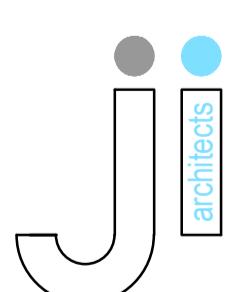
REV A Unassigned green areas added 06.06.2024

PARK LANE  
CHARVIL  
BERKS

HICKS DEVELOPMENTS LTD

GREEN SPACE PLAN

SCALE 1:1000 DATE 17.05.2024



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3544AD2E7B8464...

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Edwina Taylor  
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“Index-Linked”

means that the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment in accordance with the following formula:

Amount Payable = Relevant Amount x (A divided by B)

Where the Relevant Amount = the payment to be Index Linked

A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed

B = the figure for the Index which applied when the Index was last published prior to the date of this Deed

It should be noted that the index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation

“Management Company”

means a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owner shall be and then all of the owners of the Dwellings comprised in the Development shall eventually be members and shareholders and of which the principle objects

shall include as applicable in accordance with the terms of this Deed:

- a. to hold the legal interest in the Estate Roads, the Open Space, Play Area and Allotments (as applicable)
- b. to levy and collect charges including service charges from persons having a relevant legal interest within the Development in respect of the management, cleaning, maintenance, winter maintenance and repair of the Estate Roads, the Open Space, Play Area and Allotments (as applicable) and arranging all necessary insurances, and

to keep in good maintenance and repair the Estate Roads, the Open Space, Play Area and Allotments (as applicable) constructed by the Owner

“Monitoring Fee”

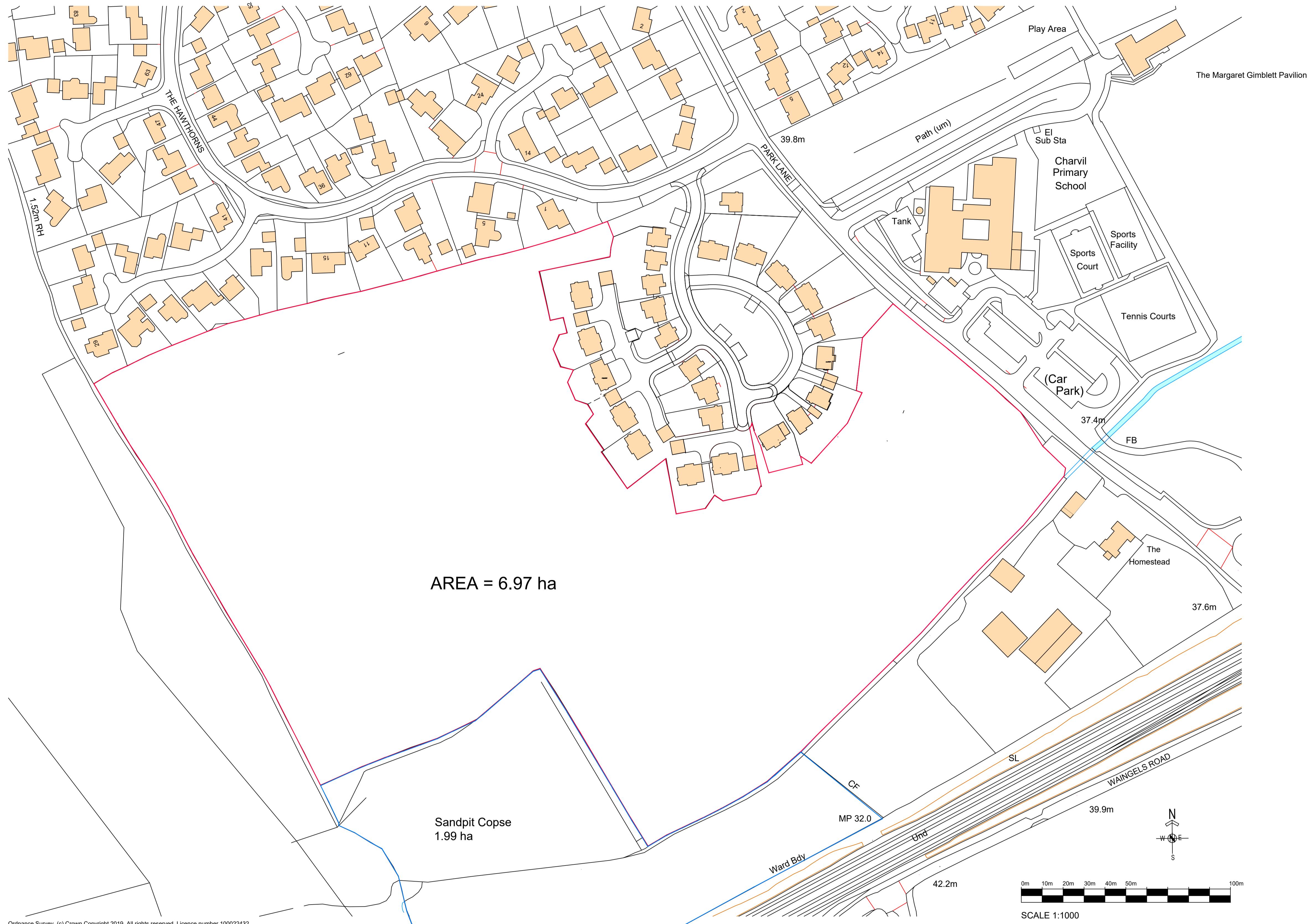
means a sum to be calculated by the Council based on a rate of five hundred and twelve pounds (£512.00) per planning obligation trigger for each distinct planning obligation in this Deed (based on the Council’s annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five year period)

“Occupation” and “Occupied”

means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals and ‘Occupy’ shall be construed accordingly.

“Parties”	means the Owner and the Council (and their successors) and where necessary or the context permits “Party” shall be construed as meaning one of the Parties
“Plan”	the plan titled “LOCATION PLAN” DWG. 103.A
“Planning Application”	the outline planning application made under Council reference 232704 for the Development
“Planning Permission”	the planning permission granted pursuant to the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
“Protected Tenant”	means in respect of an Affordable Housing Dwelling a person who:
	<ul style="list-style-type: none"><li>i. has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force</li><li>ii. has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force</li><li>iii. has been granted a lease of a unit of Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Preferred Registered Provider or</li></ul>

Notes.  
All dimensions and levels on site are to be checked prior to commencement of work.  
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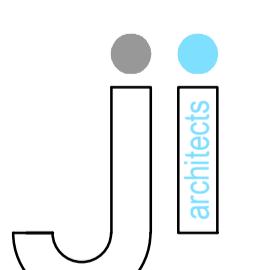
PLANNING ISSUE 27.09.2023  
REV A Charvil Lane boundary amended  
03.08.23

PARK LANE  
CHARVIL  
BERKS

HICKS DEVELOPMENTS LTD

LOCATION PLAN

SCALE 1:1000 DATE 14.06.2023



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PROJECT 1999 DWG. 103.A

	Approved Registered Provider 100% of the equity and owns the entire unit of Shared Ownership Housing
“Reserved Matters Application”	an application for reserved matters relating to the Planning Permission
“Reserved Matters Approval”	means the approval of the Reserved Matters Application
“Site”	the land known as land on the West Side of Park Lane, Charvil registered at HM Land Registry with title number BK242352 and shown for identification purposes only edged red on the Plan

## **2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 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 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 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.

- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 2.9 References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 2.10 Where the context so admits, words defined in the individual schedules to this Deed apply to the rest of this Deed.

### **3.      LEGAL BASIS**

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner, as owner of the Site, and its successors in title and assigns and the persons claiming under or through it.
- 3.2 The obligations imposed upon the Owner 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 Owner and its successors in title and assigns and the persons claiming under or through it.

### **4.      CONDITIONALITY**

- 4.1 With the exception of this clause and clauses 7.1 and 14 which shall come into effect on the date hereof, this Deed is conditional upon the grant of the Planning Permission.

## **5. THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations expressed to be given by the Owner as set out in the schedules to this Deed.
- 5.2 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:
- 5.2.1 the date of Commencement of Development
  - 5.2.2 the date of first Occupation of the Dwellings
  - 5.2.3 the date of first Occupation of 50% of the Dwellings
  - 5.2.4 the date of first Occupation of 60% of the Dwellings
  - 5.2.5 the date of first Occupation of 70% of the Dwellings
  - 5.2.6 the date of first Occupation of 75% of the Dwellings

## **6. THE COUNCIL'S COVENANTS**

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations expressed to be given by the Council as set out in the schedules to this Deed.

## **7. MISCELLANEOUS**

- 7.1 The Owner shall pay to the Council on completion of this Deed:
- 7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
  - 7.1.2 the Land Registry fee of Forty Pounds (£40) payable in connection with the registration of this Deed against the title(s) of the Site.
- 7.2 The Owner shall pay to the Council on or before Commencement of Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.
- 7.3 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 7.4 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.
- 7.5 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.
- 7.6 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 7.7 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.8 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 or enforceability of the remaining provisions of this Deed.
- 7.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.12 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority)

and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.

7.13 The obligations contained in this Deed shall not be binding upon nor enforceable against:

- 7.13.1 any statutory undertaker or other person acting under statutory authority who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
- 7.13.2 an individual owner, occupier or tenant of an Affordable Housing Dwelling in their capacity as such EXCEPT for the obligations regulating the use of the Affordable Housing Dwellings as contained in the First Schedule and the obligations in paragraphs 1, 6, 7 and 8 of the First Schedule Part 3 (and EXCEPT for where stated otherwise in this Deed/its schedules) and the obligations in the Tenth Schedule of this Deed which shall remain binding SAVE THAT the said obligations regulating the use of the Affordable Housing Dwellings shall not be binding on Protected Tenant(s) or any successor in title to such Protected Tenant(s) and their mortgagees and their successors in title.
- 7.13.3 an individual owner/occupier of an Open Market Dwelling in their capacity as such, save for the obligations in the Tenth Schedule which shall remain binding upon and enforceable against individual owners/occupiers

## **8 WAIVER**

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.

## **9 CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the 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 Site or unit of occupation purchased by reference to a plan save that this clause 9 shall not apply to the disposal of any Open Market Dwellings to individual owner/occupiers

## **10 DISPUTE RESOLUTION**

- 10.1 In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed (which the Parties cannot resolve among themselves) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the President for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties in equal shares.
- 10.2 The Owner shall not be entitled to refer for expert determination pursuant to clause 10.1 any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 10.3 In the absence of agreement as to the appropriateness/identity of the professional body pursuant to clause 10.1 then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the appropriateness/identity of the professional body such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.4 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation from all parties to the dispute.

- 10.5 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.
- 10.6 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 10.7 No dispute difference or question may be referred to an expert unless the dispute difference or question has first been addressed in a notice from one party to the other party and the Parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so.

## **11 INTEREST**

Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

## **12 VAT**

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

## **13 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England.

## **14 DELIVERY**

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.

## **SCHEDULE 1 - AFFORDABLE HOUSING**

### **Owner's Covenants**

#### **i. Definitions**

In this schedule, the following additional words and expressions shall have the following meanings:

“Affordable Housing”	housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided for in conformity with the advice contained in the National Planning Policy Framework published by the Ministry for Housing, Communities & Local Government
“Affordable Housing Contribution”	a sum or sums of money to be calculated by the Council, using the Council's standard calculation methodology that exists at the relevant point in time, to be paid to the Council and used towards the off-Site provision or regeneration of Affordable Housing within the Council's administrative area
“Affordable Housing Dwellings”	shall mean 40% of the number of Dwellings for use as Affordable Housing consisting of a mix of Social Rented Housing, First Homes and Shared Ownership Housing which shall be built in compliance with the Standards (the exact size, locations and mix of which are to be agreed at the Reserved Matters Application stage), and “Affordable Housing Dwelling(s)” shall be construed accordingly
“Affordable Housing Land”	that part of the Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is to be nominated by the Owner and reasonably agreed by the Council on or before the approval of the Reserved Matters Application

<b>“Affordable Housing Plan”</b>	means a plan required to be approved in writing by the Council setting out the location of the Affordable Housing Dwellings on the Site
<b>“Approved Registered Provider”</b>	shall mean a Registered Provider approved in writing by the Council (such approval will only be given if a Preferred Registered Provider is not able or willing to take on the Affordable Housing Dwellings and evidence of such is provided to the Council)
<b>“First Homes”</b>	has the meaning given to it in Part 3 of this Schedule
<b>“Nominations Agreement”</b>	an agreement substantially in the form of the draft nominations agreement annexed hereto by which the Council may nominate tenants for the Affordable Housing Dwellings
<b>“Open Market Dwellings”</b>	shall mean any Dwellings which are not designated as Affordable Housing Dwellings (and “Open Market Dwelling(s) shall be construed accordingly)
<b>“Preferred Registered Provider”</b>	shall mean the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto: <ul style="list-style-type: none"><li>i A2Dominion</li><li>ii Aster</li><li>iii Housing Solutions</li><li>iv Loddon</li><li>v MTVH</li><li>vi Abri Group Limited</li><li>vii Sovereign</li><li>viii Vivid</li></ul>
<b>“Registered Provider” or “RP”</b>	shall mean either:

- (1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or
- (2) the Council

“Shared Ownership Housing”	shall mean housing provided by a Registered Provider where the occupier will initially be offered an equity share in the property of 35% (with an option of purchasing a greater share either initially or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity
“Social Rented Housing”	shall mean housing provided by a Registered Provider at target social rents (which are currently determined through the rent standard - that being an economic standard the ‘Regulator of Social Housing’ expects Registered Providers to comply with).
“Standards”	means built in accordance with the standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the national space standards and, where identified in accordance with condition 11 of the Planning Permission (Accessibility), to conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of lifetime homes which are adaptable to varying needs

## PART 1

### **Provision of Affordable Housing**

The Owner covenants with the Council as follows:

1. That 40% of the Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule and in the location shown on the Affordable Housing Plan.

2. That the Development shall contain 40% Affordable Housing Dwellings (of the total number of Dwellings within the Site) which shall comprise of a mix to be provided by the Owner to the Council no later than the Reserved Matters Application stage and which is subject to approval in writing by the Council but which is proposed to be made up of seventy (70%) Social Rented Housing Dwellings twenty five per cent (25%) First Homes Dwellings and five per cent (5%) Shared Ownership Housing Dwellings unless otherwise agreed by the Council in writing. The indicative sizes and numbers (based on forty per cent (40%) of seventy-five (75) Dwellings comprised in the Development) are as follows:

<b>Dwelling Size</b>	<b>Percentage of Affordable Housing Dwellings of each Size</b>	<b>Number of Affordable Housing Dwellings (30 in total)</b>
2 bedroom houses	33.33%	10
3 bedroom houses	40%	12
4 bedroom houses	20%	6
5 bedroom houses	6.66%	2

<b>Social Rented Housing</b>	<b>First Homes</b>	<b>Shared Ownership Housing</b>
21 Dwellings	7 Dwellings	2 Dwellings

PROVIDED THAT it is agreed that the above Dwelling sizes and numbers are based upon seventy five (75) Dwellings being constructed as part of the Development and in the event that less than seventy five (75) Dwellings are constructed as part of the Development the sizes and the related percentages of the Affordable Housing Dwellings shall be based on a pro rata mix based on the sizes and the related percentages referred to in the above tables.

3. **Restriction on Use**

- 3.1 That the Affordable Housing Dwellings (excluding First Homes) provided on the Site shall be owned and managed by a Preferred Registered Provider or an Approved Registered Provider as may be the case and subject to paragraph 3.4 of this part shall be retained for use as Affordable Housing in perpetuity.
- 3.2 To procure that the title in respect of each Affordable Housing Dwelling (excluding First Homes) is subject to covenants:
  - 3.2.1 restricting the use of that Affordable Housing Dwelling to either Social Rented Housing or Shared Ownership Housing (as appropriate), and
  - 3.2.2 requiring that on each occasion that such Affordable Housing Dwelling is let or sold in accordance with the Nomination Agreement the relevant provisions of this paragraph 3 are observed and performed.
- 3.3 Subject to the terms of this Deed and the Nomination Agreement:
  - 3.3.1 no Social Rented Housing Dwelling shall be Occupied other than as Social Rented Housing; and
  - 3.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing.
- 3.4 The restrictions on use in this part shall not bind:
  - 3.4.1 a mortgagee provided that such mortgagee who exercises any power of sale or leasing shall first have satisfied the mortgagee sale provisions set out in Part 2 of this Schedule, or
  - 3.4.2 any Protected Tenant (or their mortgagee) of an Affordable Housing Dwelling.

#### 4. **Delivery of Affordable Housing**

- 4.1 Not to commence construction of any Open Market Dwellings unless and until the precise Affordable Housing Dwellings number and mix and the Affordable Housing Plan have all been approved in writing by the Council.

- 4.2 Not to allow or permit first Occupation of the Development until it has submitted to the Council the name of the chosen Preferred Registered Provider or obtained written consent of the Council confirming the Council's approval of the Approved Registered Provider.
- 4.3 Not to commence construction of the Affordable Housing Dwellings any later than 6 calendar months after the commencement of construction of the Open Market Dwellings.
- 4.4 To construct the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Standards (excluding First Homes in respect of the Standards) to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to the use or Occupation of more than sixty per cent (60%) of the Open Market Dwellings.
- 4.5 Not to permit more than seventy per cent (70%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has been completed and (excluding First Homes) either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Preferred Registered provider or to an Approved Registered Provider on the terms set out in Part 2 of this Schedule.
- 4.6 The Owner will give not less than seven (7) days prior notice in writing to the Council of the date of occupation of 60% and 70% of the Open Market Dwellings.
- 4.7 The Preferred Registered Provider or Approved Registered Provider as the case may be shall enter into a Nomination Agreement with the Council within 8 weeks of the transfer of any Affordable Housing Dwellings (excluding First Homes) to that provider, or such other timescale as the Council may agree.

## 5. **Affordable Housing Cascade**

- 5.1 If the Owner has used all reasonable and commercially prudent endeavours to secure contracts for the sale or other disposal of the Affordable Housing Dwelling(s) (excluding First Homes) to a Preferred Registered Provider or an Approved Registered Provider

in accordance with the restrictions contained in this Schedule for a period of at least six (6) months but has been unable to do so it shall notify the Council in writing to that effect such notice to include evidence of the reasonable and commercially prudent endeavours so used and detailing the reasons why the contracts have not been secured.

- 5.2 Within three (3) calendar months of receipt of any notice pursuant to paragraph 5.1 above, and any additional information the Council may reasonably require, the Council shall confirm in writing to the Owner whether or not it is satisfied that the Owner has complied with the requirements of paragraph 5.1 above PROVIDED THAT where the Council does not consider that the Owner has complied with the requirements of paragraph 5.1 above its written confirmation shall state the reason(s) for such dissatisfaction and in the event there is disagreement between the Council and the Owner in respect of the reason(s) provided either party may refer the matter for determination under clause 10 of this Deed.
- 5.3 Where it is agreed or determined that the Owner has complied with the requirements of paragraph 5.1 above then the Owner may pay the Affordable Housing Contribution to the Council.
- 5.4 After the Council has confirmed receipt of the Affordable Housing Contribution, the Owner may then dispose of the relevant Affordable Housing Dwelling(s) to which the contribution relates as Open Market Dwelling(s) (and the other paragraphs of this schedule shall then be construed accordingly).

## **PART 2**

### **Terms of Offer**

- 1 The Affordable Housing Dwellings (excluding First Homes) shall be transferred:
  - 1.1 with vacant possession
  - 1.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer
  - 1.3 free from any charge or other encumbrances which would prevent the same from being used for the development and the subsequent use of them as Affordable Housing
  - 1.4 with full title guarantee and
  - 1.5 cleared of debris and building materials
  - 1.6 with all necessary rights of access and services

### **Price**

- 2 The price of the Affordable Housing Land and the Affordable Housing Dwellings (excluding First Homes) shall be an amount calculated to enable the Preferred Registered Provider or the Approved Registered Provider to acquire the Affordable Housing Dwellings (excluding First Homes) without the need for public subsidy.

### **Costs**

3. Each party shall bear its own costs of negotiation and exchange of contracts.

### **Rights**

4. The provisions of Part 2 of this Schedule shall apply to the transfer of any Affordable Housing Dwelling (excluding First Homes).

### **Exchange of Contracts**

5. Following the written acceptance of an offer by the Preferred Registered Provider or an Approved Registered Provider the Affordable Housing Dwellings (excluding First Homes) shall be exchanged between the two parties within 56 days following such written acceptance (or such longer period as may be required by the Preferred

Registered Provider or the Approved Registered Provider but in any event not exceeding 90 days).

### **Occupation of the Affordable Housing Dwellings**

6. Subject to the terms of this Deed, the Affordable Housing Dwellings (excluding First Homes) shall not be used for any purpose other than as Affordable Housing and within (eight) 8 weeks of the transfer of the Affordable Housing Dwellings (excluding First Homes) to the Preferred Registered Provider or the Approved Registered Provider the Owner shall procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nominations Agreement and deliver the same to the Council.

### **Affordable Housing Mortgagee Sale Provision**

7. The Affordable Housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver) of the whole or any part of the Affordable Housing Dwellings (excluding First Homes) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- 7.1 Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings (excluding First Homes) and shall make reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings (excluding First Homes) to another Preferred Registered Provider or to an Approved Registered Provider 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
- 7.2 If such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing

Dwellings (excluding First Homes) free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

### **PART 3 – FIRST HOMES**

#### **i. DEFINITIONS**

In this part, the following additional words and expressions shall mean as follows:-

“Additional First Homes Contribution”	<p>means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of this Schedule, the lower of the following two amounts:</p> <p class="list-item-l1">(a) 30% of the proceeds of sale; and</p> <p class="list-item-l1">(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.</p>
“Armed Services Member”	<p>means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service</p>

“Cluster”	shall mean a group of Affordable Housing Dwellings which does not have contiguous boundaries with another group of Affordable Dwellings and ‘Clusters’ shall be construed accordingly
“Compliance Certificate”	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 applies the Eligibility Criteria (Local)
“Development Standard”	<p>means a standard to fully comply with the following:-</p> <ul style="list-style-type: none"> <li>(a) “Technical housing standards – nationally described space standards” published by the Department for Communities and Local Government in March 2015</li> <li>(b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time</li> <li>(c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited</li> <li>(d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings), and</li> <li>(e) any local requirements set out in the Council’s adopted local plan</li> </ul> <p>and the same may be amended by written agreement of the Parties in accordance with paragraph 5.1</p>
“Discount Market Price”	means a sum which is the Market Value discounted by at least 30%

<p>“Disposal”</p>	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:</p> <p class="list-item-l1">(a) a letting or sub-letting in accordance with paragraph 7</p> <p class="list-item-l1">(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner</p> <p class="list-item-l1">(c) an Exempt Disposal</p> <p>and “Disposed” and “Disposing” shall be construed accordingly</p>
<p>“Eligibility Criteria (National)”</p>	<p>means criteria which are met in respect of a purchase of a First Home if:</p> <p class="list-item-l1">(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</p> <p class="list-item-l1">(b) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National).</p>
<p>“Eligibility Criteria (Local)”</p>	<p>means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:</p> <p class="list-item-l1">(a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local) (if any); and</p> <p class="list-item-l1">(b) any or all of criteria (i) (ii) and (ii) below are met:</p>

	<ul style="list-style-type: none"> <li>(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or</li> <li>(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or</li> <li>(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker</li> </ul>
<p>“Exempt Disposal”</p>	<p>means the Disposal of a First Home in one of the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner</li> <li>(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner</li> <li>(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order</li> <li>(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 shall apply to such sale)</li> </ul> <p>Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7</p>

“First Disposal”	the initial Disposal by the owner(s) of a First Home to an owner/occupier or the Council as applicable
“First Home”	means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its First Disposal does not exceed the Price Cap. “First Homes” shall be construed accordingly.
“First Homes Owner”	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: <ul style="list-style-type: none"> <li>(a) the Owner; or</li> <li>(b) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or</li> <li>(c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7</li> </ul>
“First Time Buyer”	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
“Income Cap (Local)”	means the local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home
“Income Cap (National)”	means <p>eighty thousand pounds (£80,000)</p> <p>or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home</p>

<p><b>"Key Worker"</b></p>	<p>means a person employed or with a confirmed job offer who is deemed to provide an essential service to the local area and economy. Key workers include care staff, teachers, health authority staff, police officers, fire fighters and local authority social service employees. Key workers can also include any other public or private sector employees (earning up to the Income Cap (Local) should such be in place and, if not, the Income Cap (National) and satisfying the Local Connection Criteria) subject to the relevant body being able to demonstrate that the industry's national wage structure is such that its employees are unable to afford to rent or to buy homes on the open market within the Wokingham Borough, or such other categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal.</p>
<p><b>"Local Connection Criteria"</b></p>	<p>such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria.</p>
<p><b>"Market Value"</b></p>	<p>means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner</p>

	and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
“Mortgagee”	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home
“Practical Completion”	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
“Price Cap”	upon a First Disposal only the amount for which the First Home is sold being the lower of the Discount Market Price and Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
“SDLT”	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
“Secretary of State”	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function
“Subsequent Disposal”	any proposed Disposal which is subsequent to a First Disposal
“Valuer”	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

## **1 OBLIGATIONS**

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that

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

## **2. QUANTUM OF FIRST HOMES**

- 2.1 Twenty Five percent (25%) of the total number of the Affordable Housing Dwellings on the Site (rounded up or down to the nearest whole Dwelling subject to the prior written approval of the Council) shall be identified reserved and set aside as First Homes in accordance with the approved Affordable Housing Plan and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

## **3. CLUSTERING**

- 3.1 Subject to the Planning Permission and Reserved Matters Approval, the First Homes shall not be visually distinguishable from the Open Market Dwellings based upon their external appearance.
- 3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Open Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.
- 3.3 The size of a Cluster and Clusters shall be subject to the Council's prior written agreement as part of the Affordable Housing Plan

#### **4 TYPE AND DISTRIBUTION**

The mix of First Homes provided within the Site shall be in accordance with:

- 4.1 the Affordable Housing mix approved by the Council as part of the Reserved Matters Approval; and
- 4.2 the distribution in the Affordable Housing Plan

#### **5. DEVELOPMENT STANDARD**

All First Homes shall be constructed to:-

- 5.1 the Development Standard current at the time of the relevant Reserved Matters Approval; and
- 5.2 no less than the standard applied to the Open Market Dwellings.

#### **6 DELIVERY MECHANISM**

- 6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a First Disposal or any Subsequent Disposal) as First Homes to a person or person(s) meeting:
  - 6.1.1 the Eligibility Criteria (National); and
  - 6.1.2 the Eligibility Criteria (Local) (if any).
- 6.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.1.2 shall cease to apply.
- 6.3 Subject to paragraphs 6.6 to 6.10, no First Home shall be Disposed of (whether on a First Disposal or any Subsequent Disposal) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee
- 6.4 No First Home shall be Disposed of (whether on a First Disposal or any Subsequent Disposal) unless and until:

6.4.1 The Council has been provided with evidence that:

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

6.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

6.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be Wokingham Borough Council

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

"means the provisions set out in clauses 6.1 to 7.4 of Part 3 of Schedule 1 of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) WOKINGHAM BOROUGH COUNCIL and (2) HICKS DEVELOPMENTS LIMITED in relation to the proposed development of land to the West of Park Lane, Charvil, RG10 9TS

d) a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions

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

6.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within

twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 have been met.

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

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Wokingham Borough Council of Council Offices Shute End Wokingham Berkshire RG40 1WH or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"*

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

- 6.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 6.1 and 6.2 (and in the case of a First Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1; or
- 6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

- 6.7 Upon receipt of an application served in accordance with paragraph 6.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price
  - 6.8 If the Council is satisfied that either of the grounds in paragraph 6.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 that the relevant Dwelling may be Disposed of:
    - 6.8.1 on a First Disposal to the Council at the Discount Market Price and subject to the Price Cap; or
    - 6.8.2 on a Subsequent Disposal to the Council at the Discount Market Price but not subject to the Price Cap; or
    - 6.8.3 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home
- and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from, where paragraph 6.8.3 above applies, paragraph 6.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home
- 6.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 6.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
  - 6.10 Where a Dwelling is Disposed of other than i) as a First Home or ii) to the Council at the Discount Market Price in accordance with paragraphs 6.8 or 6.9

above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

6.11 Upon receipt of the Additional First Homes Contribution the Council shall:

6.11.1 within ten (10) working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 where such restriction has previously been registered against the relevant title

6.11.2 apply all monies received towards the provision of Affordable Housing

6.12 Any person who purchases a First Home free of the restrictions in this part of schedule 1 of this Deed pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

## 7. USE

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

7.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

7.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
- c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

- 7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 7.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

## **8. MORTGAGEE EXCLUSION**

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

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

## **SCHEDULE 2 - CONTRIBUTIONS**

### **i. Definitions**

In this schedule, the following additional words and expressions shall have the following meanings:

“Condition 35”	condition 35 of the Planning Permission relating to open space (or such other condition relating to open space if re-numbered).
“General Open Space Contribution”	means an Index-Linked sum to be calculated by the Council following receipt of the relevant Reserved Matters Application and to be spent on off-Site creation and/or enhancement of open space in accordance with the Council’s relevant open space policies. The sum is to be calculated in accordance with the following rates:
	<ol style="list-style-type: none"><li>1. Parks and gardens = £118 per square metre</li><li>2. Semi natural greenspace = £75.42 per square metre</li><li>3. Amenity greenspace = £75.40 per square metre</li><li>4. Play areas = £355.62 per square metre</li><li>5. Allotments = £55 per square metre</li></ol>
“Sports Facilities Contribution”	means the sum of Three Thousand Four Hundred and Seventy-Six Pounds (£3,476.00) Index-Linked per Dwelling towards, the provision of new sports facilities or the enhancement of existing sports facilities in the borough.
“Reptile Translocation Contribution”	means the sum of Five Hundred and Ninety-Seven Thousand Two Hundred and Twenty Pounds (£597,220) Index-Linked (based on a cost of Two Hundred and Forty Eight Thousand Eight Hundred and Forty-Two Pounds (£248,842) per hectare pro rata) to be spent on the translocation of reptiles from the Site to Eldridge SANG

## **OWNER'S OBLIGATIONS**

The Owner covenants with the Council as follows:

### **1. Sports Facilities Contribution**

- 1.1 to pay the Sports Facilities Contribution to the Council prior to first Occupation of the Development.
- 1.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Sports Facilities Contribution has been paid to and received by the Council.

### **2. Reptile Translocation Contribution**

- 2.1 to pay the Reptile Translocation Contribution to the Council on or prior to Commencement of Development.
- 2.2 not to Commence Development until the Reptile Translocation Contribution has been paid to and received by the Council.

### **3. General Open Space Contribution**

In the event that a proposed quantum of open space submitted under the requirements of Council policy 'TB08' of the Council's 'Managing Development Delivery Local Plan' (2014), and as set out in Condition 35, within the relevant Reserved Matters Application represents a shortfall in respect of on-Site open space compared to the Council's on-Site open space requirements, and that is approved by the Council:

- 3.1 to pay the General Open Space Contribution to the Council on or prior to Commencement of Development.
- 3.2 not to Commence Development until the General Open Space Contribution has been paid to and received by the Council.

## **SCHEDULE 3 - EMPLOYMENT SKILLS**

### **i. Definitions**

In this schedule, the following additional words and expressions shall have the following meanings:

“Employment Skills Contribution” means the Index-Linked sum to be calculated by the Council at the Reserved Matters Application stage using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham:

Formula for calculating contribution set out for information:

$1 \times £3,750 = \text{Employment Skills Contribution}$

Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the development to be applied to the Bands below

Where  $V=C \times D$

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved in the Reserved Matters Approval

Where D= the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (currently £1,025.00)

Outcomes	Bands									
	1 £1- 3.5m	2 £3.5- 6m	3 £6- 10m	4 £10- 15m	5 £15m- 20m	6 £20- 30m	7 £30- 40m	8 £40- 50m	9 £50- 60m	10 £60- 100m
Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21
Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12
Jobs Created	1	2	3	6	7	8	9	9	11	11

“Employment Skills Plan”

a site specific plan which includes:

- (a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users and
- (b) a supporting method statement to accompany the plan,

both of which are to be submitted by the Owner to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the cost of construction for the Development) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or

such other mix as is approved in writing by the Council

## **EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN**

### **Part 1 – Owner's Covenants**

The Owner covenants with the Council as follows:

1. Not to Commence Development until the Owner entirely at its own absolute discretion either:
  - 1.1. pays to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 are discharged in full); or
  - 1.2. submits to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed and the Council approves that plan (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full).
2. In the event the Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then:
  - 2.1. the Owner shall discharge the requirements of the approved Employment Skills Plan in full and to the reasonable satisfaction of the Council in accordance with the details set out in the approved Employment Skills Plan; and
  - 2.2. within seven (7) days of written request from the Council the Owner shall provide a progress report, and any further information the Council requests, to enable the Council to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require

that the approved Employment Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice.

- 2.3. If at the end of that twenty eight (28) day period the Council considers insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution or a proportion thereof to the Council within seven (7) days of a further written notice from the Council demanding payment.

## **Part 2 – Council's Covenants**

1. The Council covenants with the Owner that;
  - 1.1 if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 of Part 1 of this Schedule, the obligations at paragraphs 1.2 and 2 of Part 1 of this Schedule shall be discharged in full; and
  - 1.2 if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of Part 1 of this Schedule, the obligations at paragraph 1.1 of Part 1 of this Schedule shall be discharged in full.

## SCHEDULE 4 - ESTATE ROADS

### i. **Definitions**

In this schedule, the following additional words and expressions shall have the following meanings:

“Estate Roads”	the carriageways and footways including the lighting to and drainage of the carriageways and footways to be constructed within the Site
“Estate Roads Bond”	in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.1 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to a durable and serviceable standard
“Estate Roads Inspection Fee”	a sum calculated on the basis of up to 10% of the sum referred to in the Estate Roads Bond representing the Council’s reasonable fees for approving the Estate Roads Specification and Plans and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads within the Development
“Estate Roads Specification and Plans”	the specification and plans agreed by the Council in writing in accordance with which the Estate Roads will be constructed to a durable and serviceable standard
“Highways Bond”	in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.2 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to the Council’s adoptable standard

“Highways Commuted Sum”	the financial contribution paid to the Council as compensation for taking on the future maintenance responsibility for the Estate Roads of up to 30% of construction costs
Highways Inspection Fee	a sum calculated on the basis of up to 10% of the sum referred to in the Highways Bond representing the Council’s reasonable fees for approving the Highways Specification and Plans and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads within the Development
“Highways Specification and Plans”	the specifications and plans agreed by the Council in accordance with which the Estate Roads will be constructed to the Council’s adoptable standard
“Management Company”	as defined in Clause 1.1 of this Deed

The Owner covenants with the Council to comply with either paragraph 1.1 or paragraph 1.2 as follows:

- 1.1 Prior to Commencement of Development, to complete a further deed (“Estate Roads Deed”) with the Council pursuant to the Act and / or any other statutory enabling powers to secure the construction of the Estate Roads on the Site in accordance with the Estate Roads Specification and Plans submitted to and approved in writing by the Council prior to the issue of Reserved Matters Approval PROVIDED THAT it is agreed:
  - 1.1.1 such Estate Roads Deed will be conditional on the Commencement of Development and will require prior to Commencement of Development the completion of the Estate Roads Bond in favour of the Council which the Council will be entitled to draw down upon in the event of default by the Owner in the construction of the Estate Roads in accordance with the approved Estate Roads Specification and Plans;

- 1.1.2 the Owner will pay the Council's Estate Roads Inspection Fee on Commencement of Development; and
- 1.1.3 the Owner shall not transfer title to the Estate Roads to a properly constituted Management Company until the Estate Roads are completed in accordance with the approved Estate Roads Specification and Plans and such Estate Roads will be maintained by the Owner to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until transferred to a Management Company and that the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard in perpetuity;

or

- 1.2 Prior to Commencement of Development to enter into and complete a highways agreement pursuant to section 38 of the Highways Act 1980 with the Council and any other statutory enabling powers in the form of the Council's standard section 38 agreement or such other mechanism or agreement as may be requested by the Council to dedicate the Estate Roads and to construct the Estate Roads in accordance with the approved Highways Specification and Plans to the Council's adoptable standards subject to simultaneous completion of a Highways Bond and payment of the Council's Highways Inspection Fee and Highways Commuted Sum and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work required to facilitate the carrying out of the Development shall be at the Owner's liability and the Owner shall be entirely liable for any costs of the statutory undertakers.

## SCHEDULE 5 - BIODIVERSITY NET GAIN

### i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Biodiversity Metric”	means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain
“Biodiversity Baseline Assessment”	means the biodiversity baseline assessment as set out in the ‘20-875-R2 Park Lane, Charvil BNG November V2.1 - November 2024 - Collington Winter Environmental’ report
“Biodiversity Net Gain Assessment”	means the detailed assessment of the biodiversity value of the Site based on the detailed design for the Development set out in the Reserved Matters Application made using the Biodiversity Metric
“Biodiversity Net Gain On-Site Monitoring Contribution”	means the Index-Linked sum to be calculated by the Council based on a rate of Three Thousand Six Hundred Pounds (£3,600.00) for up to the first hectare of land to be monitored and Three Thousand Six Hundred Pounds (£3,600.00) per hectare pro rata for each subsequent hectare or part hectare of land to be monitored with such sum to be paid by the Owner to the Council for the Council’s costs of monitoring the outcomes and compliance with the landscape ecological management plan (LEMP) requirements set out in condition 39 (or any other LEMP condition if re-numbered) of the Planning Permission and the Biodiversity Net Gain Plan for not less than thirty (30) years
“Biodiversity Net Gain Target”	means the biodiversity baseline as set out in the Biodiversity Baseline Assessment (expressed in Biodiversity Net Gain Units) plus 1% (one percent)
“Biodiversity Net Gain Plan”	means a management plan that secures the Biodiversity Net Gain Target which shall have effect for a period of 30 (thirty) years from the completion

of the planting required by the approved management plan and contains the information required in paragraph 1 of this schedule

“Biodiversity Net Gain Unit”	means a unit of biodiversity net gain or part thereof calculated by applying the Biodiversity Metric and “Biodiversity Net Gain Units” shall be interpreted accordingly
“DEFRA”	means the public body known as the Department for Environment, Food & Rural Affairs or any successor body which acts as the Government's advisor for the natural environment, food or rural affairs in England.
“Natural England”	means the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England.
“Responsible Body”	has the meaning given to it in section 119 of the Environment Act 2021

The Owner covenants with the Council as follows:

### **Biodiversity Net Gain Plan**

- 1 At the Reserved Matters Application stage, to submit to the Council for its written approval a Biodiversity Net Gain Plan containing the following:
  - 1.1 the Biodiversity Net Gain Assessment (incorporating a revised Biodiversity Metric to include all on-Site habitats approved by the Council at the Reserved Matters Application stage and any off-Site habitat baseline and creation or enhancement necessary to achieve the Biodiversity Net Gain Target);
  - 1.2 the measures to be delivered to meet the Biodiversity Net Gain Target, such measures to include, as necessary, works within the Site and/or the purchase of off-Site Biodiversity Net Gain Units for off-Site works and/or works off-Site on land owned by the Owner (including the location of that land and details of off-Site habitat and condition changes) or such other measures as may be agreed by the Council in writing;
  - 1.3 an implementation programme for the above measures;

- 1.4 details setting out how the implementation of any off-Site Biodiversity Net Gain Units have been secured and allocated to the Site for a (minimum) 30 year period and details of how any off-Site Biodiversity Net Gain Units will be maintained and monitored for that minimum 30 year period;
  - 1.5 such further information as the Council may reasonably require.
- 2 To deliver the measures set out in the approved Biodiversity Net Gain Plan (which for the avoidance of doubt may include the purchase of off-Site Biodiversity Net Gain Units) prior to Occupation of 75% of the Dwellings on the Development or within such other period as has been approved by the Council in writing, and thereafter to implement and comply in full with all the ongoing requirements, including monitoring arrangements, as set out in the approved Biodiversity Net Gain Plan.
- 3 Before Commencement of Development and if requested by the Council, to procure that the freehold owner of any off-Site land identified in the Biodiversity Net Gain Plan, and any other persons with an interest in that land as reasonably required by the Council, enter into an agreement with the Council or with a Responsible Body to secure the requirements of the approved Biodiversity Net Gain Plan in respect of that off-Site land to the Council's reasonable satisfaction.
- 4 To maintain, including replacing and renewing as appropriate, any on-Site land identified in the Biodiversity Net Gain Plan approved by the Council for a consecutive period of at least 30 (thirty) years from the completion of the planting required by the approved Biodiversity Net Gain Plan (such completion being to the Council's reasonable satisfaction) to the reasonable satisfaction of the Council and in accordance with the requirements of the Biodiversity Net Gain Plan approved by the Council.
- 5 Not to Commence Development until the Council has approved the Biodiversity Net Gain Plan and the requirements of paragraph 3 of this schedule have been complied with and not to Occupy 75% or more of the Dwellings on the Development until the requirements of paragraph 2 of this schedule have been complied with.

### **Monitoring Contribution**

- 6 On or before Commencement of Development the Owner shall pay to the Council the Biodiversity Net Gain On-Site Monitoring Contribution.
- 7 The Owner covenants with the Council not to Commence Development until the Biodiversity Net Gain On-Site Monitoring Contribution has been paid to and received by the Council.

### **LEMP Monitoring**

- 8 To provide written notice to the Council confirming the soft landscaping scheme pursuant to condition 39 of the Planning Permission (or such other condition that relates to the soft landscaping scheme if re-numbered from time-to-time) has been completed in accordance with the requirements of that condition. Such written notice to be given to the Council within 7 days of the soft landscaping scheme completing.
- 9 To submit separate 'LEMP' (landscape ecological management plan) monitoring reports to the Council in respect of the soft landscaping scheme referred to at paragraph 8 of this schedule, and in connection with condition 39 of the Planning Permission (submission of a 'LEMP') which must be produced to the reasonable satisfaction of the Council, in the following years calculated from (and including) the date of Commencement of Development:
  - a. one report 12 months from Commencement of Development,
  - b. a further report in the 2<sup>nd</sup> year from Commencement of Development,
  - c. a further report in the 5<sup>th</sup> year from Commencement of Development,
  - d. a further report in the 10<sup>th</sup> year from Commencement of Development,
  - e. a further report in the 15<sup>th</sup> year from Commencement of Development,
  - f. a further report in the 20<sup>th</sup> year from Commencement of Development,
  - g. a further report in the 25<sup>th</sup> year from Commencement of Development, and
  - h. a final report in the 30<sup>th</sup> year from Commencement of Development.
- 10 If any reports provided have not been completed to the reasonable satisfaction of the Council, the Owner is to submit revised report(s) within such reasonable period of time as the Council may specify (which may include submitting further revised report(s) until produced to the Council's reasonable satisfaction).

## **SCHEDULE 6 – MY JOURNEY CONTRIBUTION AND TRAVEL PLAN PROVISIONS**

### **i. Definitions**

In this schedule, the following additional words and expressions shall have the following meanings:

“Final Travel Plan”	means the final travel plan to be submitted to the Council in accordance with paragraph 2 of this Schedule and which will include the recommendations of the Council’s Interim Travel Plan assessment and be based on the baseline survey as defined in the approved Interim Travel Plan and which shall be updated annually thereafter;
“Interim Travel Plan”	means the travel plan to be submitted to the Council by the Owner for the Council’s written approval in accordance with paragraph 1.2 of this Schedule and in accordance with the principles set out in paragraph 2 of this Schedule and in accordance with the “Council’s Residential Travel Plan Guidance 2011” (or such replacement guidance);
“My Journey”	the Council’s borough-wide travel awareness initiative which seeks to encourage Wokingham residents to consider and make use of the various transport options available to them for local journeys
“My Journey Contribution”	a contribution of Six Hundred and Twelve Pounds (£612.00) Index-Linked per Dwelling paid towards the implementation of My Journey initiatives in respect of this scheme
“Travel Plan Co-Ordinator”	means the person to be appointed subject to prior written approval of the Council and to undertake the travel plan obligations in accordance with this Schedule
“Travel Plan Monitoring Fee”	means the sum of Four Thousand Five Hundred Pounds (£4,500.00) Index-Linked towards the costs of monitoring the Interim Travel Plan and the Final Travel Plan;

“Travel Plan Objective” means an objective to reduce the number and length of single car trips to be generated by the Development while supporting more sustainable forms of travel and reduce the overall need to travel

The Owner covenants with the Council as follows:

1. On or before Commencement of Development, the Owner shall entirely at its own absolute discretion either:
  - 1.1 pay to the Council the My Journey Contribution and not Commence Development until the My Journey Contribution has been paid to and received by the Council (in which case the Council agrees that the requirements relating to the travel plan in paragraphs 1.2 and 2 of this Schedule are discharged in full); or
  - 1.2 no later than the date of Commencement of Development the Owner shall submit the Interim Travel Plan to the Council’s Director of Place and Growth and Assistant Director Highways and Transport (or such other named directorate of the highway authority of the Council) for its (or its delegated officer’s) written approval in accordance with the principles set out in paragraph 2 of this Schedule and the “Council’s Residential Travel Plan Guidance 2011” (or such replacement guidance as may be issued from time to time) (in which case the Council agrees that the requirements relating to the My Journey Contribution in paragraph 1.1 of this Schedule are discharged in full).
2. In the event the Owner elects to submit the Interim Travel Plan in accordance with paragraph 1.2 of this Schedule:
  - 2.1 The Owner will not Occupy or permit Occupation of any Dwelling until the Interim Travel Plan has been approved in writing by the Council.
  - 2.2 The Travel Plan Co-ordinator shall be appointed not less than three (3) months prior to first Occupation and as part of such appointment will be required to fulfil all obligations on the Travel Plan Co-ordinator as set out in this Schedule.
  - 2.3 The Travel Plan Co-ordinator shall within three (3) months of the baseline survey provided in accordance with the terms of the approved Interim Travel Plan submit to the Council in writing the Final Travel Plan for the Council’s written approval. The Final Travel Plan will include the recommendations of the Council’s Interim Travel Plan

assessment and be based on the baseline survey as defined in the approved Interim Travel Plan.

- 2.4 The Travel Plan Co-ordinator will implement the approved Final Travel Plan no later than three (3) months from the Council approving in writing the Final Travel Plan.
- 2.5 The Travel Plan Co-ordinator shall undertake or commission the initial survey upon fifty per cent (50%) Occupation of the Development or six (6) months after first Occupation, whichever occurs soonest. A survey will then be undertaken annually for a period of five (5) years from the date of the initial survey, to be extended to seven (7) years if the targets are not met within five (5) years.
- 2.6 The Travel Plan Co-ordinator will report the survey results to the Council within three (3) months of each survey in the form of a monitoring report. The Final Travel Plan will be updated annually with the results of the survey.
- 2.7 The Owner shall pay the Travel Plan Monitoring Fee to the Council on or before Commencement of Development.
- 2.8 The Travel Plan Co-ordinator shall use reasonable endeavours to implement the measures/initiatives to achieve the Travel Plan Objective within five (5) years of the first survey (which first survey shall be no later than either at fifty per cent (50%) of Occupation, or six (6) months after first Occupation whichever occurs soonest in accordance with paragraph 2.5 above).
- 2.9 The Travel Plan Co-ordinator will be responsible for handing over the responsibility of the Final Travel Plan to the residents' association or equivalent at the end of five (5) years or seven (7) years if the targets are not met.
- 2.10 A package of measures/initiatives will be made available to all residents and, where practical, visitors of and to the Development. The measures to encourage sustainable travel should include any or all of the items listed (a) to (l) in this paragraph 2.10. In the event the Travel Plan Objective is not being met, then additional measures or initiatives will be introduced individually or collectively so that the Travel Plan Objective is achieved and/or maintained:
  - a) Publish and promote the measures/initiatives to employees and visitors;
  - b) Provide travel information in the form of a welcome pack;

- c) Promotion of a car sharing database;
- d) Promoting the use of electrical vehicles
- e) Travel plan newsletter prepared by the Travel Plan Co-ordinator and distributed to residents of the Development;
- f) Community travel website and notice board;
- g) Provision of pedestrian and cycle links from the Site to the surrounding footway network;
- h) Bus infrastructure improvements in the vicinity of the Site;
- i) Provide to the first Occupier of each Dwellings a 'taster' public transport voucher valid for one month of travel from the date of Occupation of that Dwelling (limited to one voucher per Dwelling);
- j) Provide one cycle voucher worth £100 to the first Occupier of each Dwelling valid for a six month period from the date of first Occupation of each Dwelling (limited to one voucher per Dwelling);
- k) Additional bus and cycle vouchers including promotional fact sheets to encourage residents of the Development to change their travel mode;
- l) Additional follow up meetings with the Travel Plan Co-ordinator to discuss personal travel advice.

## SCHEDULE 7 – OPEN SPACE

### i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Certificate of Practical Completion”	a certificate to be issued by the Council to certify the laying out and/ or construction of the Open Space (or part thereof) has been Practically Completed to the Council’s reasonable satisfaction.
“Final Certificate”	a certificate to be issued by the Council to certify the Open Space has been maintained to the Council’s reasonable satisfaction for the duration of the Maintenance Period and any remedial or other maintenance works have been completed by the Owner to the Council’s reasonable satisfaction
“Maintenance Period”	the period of twelve (12) calendar months from the date of the final Certificate of Practical Completion or until the issue of the Final Certificate (if later)
“Open Space”	the communal areas of informal and formal open space to be provided within the Site the exact size, location and boundaries of which are to be subject to the written approval of the Council following submission of the open space plan pursuant to the Reserved Matters Application in accordance with condition 35 (the open space condition) of the Planning Permission, the current indicative locations being shown on the Green Space Plan

“Open Space Commuted Sum”	the Index-Linked sum(s) to be calculated by the Council based on the following rates for annual maintenance of the relevant parts of the Open Space to provide for no less than 20 years maintenance:
	<ul style="list-style-type: none"><li>- formal public parks (aka parks and gardens landscape) - £2.65 / sqm / year</li><li>- amenity public open space (inc semi natural greenspace) - £0.51 / sqm / year</li><li>- ancillary greenspace (verges and incidental green parts) - £0.18 / sqm / year</li></ul>
“Open Space Contribution”	the sum of Ten Thousand One Hundred and Thirty Pounds and Five Pence (£10,130.05) per Dwelling Index-Linked for the provision of new open space and/or the enhancement of existing open space within the parishes of Charvil, Twyford, Sonning, Wargrave, St Nicholas Hurst and/or Woodley, broken down as follows:
	<ul style="list-style-type: none"><li>• Parks and gardens: £3,146.66 per Dwelling</li><li>• Semi-natural greenspace: £5,192.89 per Dwelling</li><li>• Amenity greenspace: £1,790.50 per Dwelling</li></ul>
“Open Space Detailed Specification and Management Plan”	the detailed specification for the establishment and future management and maintenance of the Open Space which shall include the location of the site compound and where applicable, the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings, the calculation of the Open Space Commuted Sum and the formation of the Management Company with responsibility to perform such obligations (in the event the Open Space is

transferred to a management company) and any other information the Council may reasonably require

The Owner covenants with the Council as follows:

1. As part of the Reserved Matters Application, the Owner is to confirm to the Council whether the Owner will provide the Open Space on Site or pay the Open Space Contribution in lieu of providing the Open Space on Site.

**In the event the Owner elects to provide the Open Space on the Site as part of the Development:**

- 1.1 not to erect any Dwellings on the Open Space nor to use the Open Space other than for open space and outdoor recreation, save for temporarily in respect of the site compound whilst the Development is being initially constructed as approved by open space condition 35 and the Open Space Detailed Specification and Management Plan;
- 1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Open Space Detailed Specification and Management Plan as part of the Reserved Matters Application in respect of the Site;
- 1.3 not to Commence Development until the Council has approved the Open Space Detailed Specification and Management Plan, and the open space plan required pursuant to the open space condition 35 of the Planning Permission, in writing;
- 1.4 to construct and deliver the Open Space approved as part of the Reserved Matters Approval in accordance with the approved Open Space Detailed Specification and Management Plan and in the location as per the approved open space plan pursuant to open space condition 35 of the Planning Permission and in accordance with the requirements of this Schedule so that the part of the Open Space not to be used as a site compound (as approved by condition 35 and the Open Space Detailed Specification and Management Plan) is constructed and delivered prior to the Occupation of not more than 75% of the Dwellings within the Site and the part of the Open Space approved for use as a site compound pursuant to open space condition 35 and the Open Space Detailed Specification and Management Plan is delivered prior to Occupation of any of the final 3 Dwellings on the Site;

- 1.5 not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion for that part of the Open Space not used for the site compound as approved by open space condition 35 and the Open Space Detailed Specification and Management Plan;
- 1.6 not to Occupy the final 3 Dwellings on the Development until the Council has issued the Certificate of Practical Completion for that part of the Open Space previously used for the site compound as approved by open space condition 35 and the Open Space Detailed Specification and Management Plan
- 1.7 following completion of the Open Space (or part thereof in accordance with the open space condition 35 and the Open Space Detailed Specification and Management Plan) the Owner shall serve notice on the Council inviting it to inspect the Open Space (or part thereof) and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.8 if the Council chooses to inspect the Open Space (or part thereof) and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);
- 1.9 upon completion of any remedial works the Owner shall serve notice in writing on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.8 and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.10 the requirements of paragraph 1.9 then repeat themselves until the Council has been able to issue a Certificate of Practical Completion
- 1.11 following issue of the relevant Certificate of Practical Completion the Owner shall;
  - 1.11.1 maintain the relevant part of the Open Space for the Maintenance Period to the reasonable satisfaction of the Council;
  - 1.11.2 not use the relevant part of the Open Space otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner, and

- 1.11.3 allow access to the relevant part of the Open Space (free of charge but on a permissive basis only) in perpetuity to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing)
- 1.12 on expiration of the Maintenance Period the Owner shall:
  - 1.12.1 serve notice on the Council inviting them to inspect the Open Space and issue a Final Certificate (which shall not be unreasonably withheld or delayed);
  - 1.12.2 if the Council chooses to inspect the Open Space and identifies remedial/maintenance works, to complete such remedial/maintenance works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying them (or such other timescale as may be agreed in writing with the Council); and
  - 1.12.3 upon completion of any remedial/maintenance works, to serve notice on the Council inviting them to inspect the remedial/maintenance works identified by them pursuant to paragraph 1.12.2 and issue a Final Certificate (which shall not be unreasonably withheld or delayed)
  - 1.12.4 the requirements of paragraph 1.12.3 then repeat themselves until the Council has been able to issue the Final Certificate.
- 1.13 Not later than fourteen (14) days following the issue of a Final Certificate, the Owner shall at their discretion either elect to transfer the relevant Open Space to the Management Company or make an irrevocable offer to transfer the relevant Open Space to the Council and inform the Council of their decision in writing.
- 1.14 If the Owner elects to transfer the Open Space to the Council, the Council may subsequently nominate another body or organisation at the Council's discretion to take a transfer of the Open Space (the "Nominated Party"). In the event of the Council specifying a Nominated Party, the Owner shall make an irrevocable offer to transfer the Open Space to that Nominated Party within fourteen (14) days of receiving the Nominated Party's details from the Council. PROVIDED THAT, if the Council or the Nominated Party does not accept the offer of a transfer of the Open Space within

twenty eight (28) days (or within such other timescale as is reasonably agreed in writing between the Owner and the Council) of receiving an offer from the Owner then the Owner shall transfer the Open Space to the Management Company in accordance with the provisions of this schedule.

1.15 a transfer of the Open Space to the Council or to the Nominated Party (which shall be subject to agreement and acceptance of the same in writing by the Council, or Nominated Party as appropriate, exercising its discretion) shall be for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee and free from any charge or other encumbrances and such transfer shall be subject to terms to be reasonably agreed in writing between the Owner and the Council (and the Nominated Party as appropriate) including terms that:

- 1.15.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;
- 1.15.2 the transferee shall maintain the Open Space in accordance with the approved Open Space Detailed Specification and Management Plan subject to the rights of the transferee as the successor in title to the Owner, and
- 1.15.3 the Owner is to pay the transferee's reasonable legal costs of the transfer

and the Owner will at its own expense issue and deliver to the Council (or to the Nominated Party as appropriate) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and the Nominated Party as appropriate) prior to signature and release for completion) within fifty six (56) days of the Council (or the Nominated Party as appropriate) accepting the offer of the Owner to transfer the Open Space to the Council/Nominated Party (or such longer timescale as the Council may reasonably specify).

1.16 where the Council or the Nominated Party have elected to take a transfer of the Open Space pursuant to paragraph 1.15 the Owner shall:

- 1.16.1 maintain the Open Space in accordance with the Open Space Detailed Specification and Management Plan as approved in writing by the Council until such time as the Open Space is transferred to the Council or Nominated Party (as appropriate); and

- 1.16.2 the Owner shall pay to the Council the Open Space Commuted Sum, as a once and for all contribution towards the cost of the future maintenance of the Open Space, immediately ahead of completion of the transfer of the Open Space to the transferee.
- 1.17 in the event that the Owner elects not to offer a transfer of the Open Space to the Council in accordance with paragraph 1.13 or where the Council (or the Nominated Party as appropriate) does not accept the transfer of the Open Space in accordance with paragraph 1.14 then the Open Space shall, within fifty-six (56) days of the Owner notifying the Council of its intention to transfer the Open Space to the Management Company (in accordance with paragraph 1.13) or within fifty-six (56) days of either the Council or the Nominated Party as appropriate declining the transfer, (whichever is relevant) (or such other timescale as the Council may agree), be transferred to the Management Company pursuant to the approved Open Space Detailed Specification and Management Plan for the long term management of the Open Space with a covenant that:
  - 1.17.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;
  - 1.17.2 the Open Space shall not be used otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner; and
  - 1.17.3 the Management Company shall maintain the Open Space on the Development in accordance with the approved Open Space Detailed Specification and Management Plan;
- 1.18 Where the Owner elects not to offer a transfer of the Open Space to the Council in accordance with paragraph 1.13 or where the Council (or Nominated Party as appropriate) do not elect to take a transfer of the Open Space the Owner, and the Management Company as successor in title to the Owner, shall maintain the Open Space in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Open Space Detailed Specification and Management Plan and, in addition, the Owner shall procure in transfer to the Management Company an obligation to

maintain to the same standard as set out in the approved Open Space Detailed Specification and Management Plan in perpetuity.

- 1.19 where the Owner is to transfer the Open Space to the Management Company, the Owner must agree with the Council the details of the Management Company, including provisions for costs/maintenance costs before the transfer is completed.

**If the Open Space is not provided on the Site:**

- 1.20 In the event the Owner does not elect to provide the Open Space on the Site to:
  - 1.20.1 pay the Open Space Contribution to the Council prior to first Occupation of 50% of the Dwellings on the Development;
  - 1.20.2 not to Occupy nor permit Occupation of 50% or more of the Dwellings until the Open Space Contribution has been paid to and received by the Council.
- 1.21 For the avoidance of doubt, in the event that the Owner elects to provide the Open Space on the Site in accordance with paragraphs 1.1 to 1.19 of this Schedule, the Open Space Contribution shall not be payable and paragraph 1.20 shall cease to have effect.

## SCHEDULE 8 – PLAY AREA

### i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Certificate of Practical Completion (Play Area)”	a certificate to be issued by the Council to certify the laying out and construction of the Play Area (as the case may be) as been Practically Completed to the Council’s reasonable satisfaction
“Final Certificate (Play Area)”	a certificate issued by the Council confirming that the Play Area has been maintained to its reasonable satisfaction during the Maintenance Period (Play Area) and any remedial works have been completed
“Maintenance Period (Play Area)”	the period of twelve (12) calendar months from the date of the Certificate of Practical Completion (Play Area) or until all outstanding remedial works have been completed to the Council’s reasonable satisfaction (if longer)
“Play Area”	means the outdoor recreation area of a minimum 455 square metres, constructed in accordance with the principles set out in the ‘Wokingham Play Space Design Guide Technical Note’ the exact location, specification and boundaries of which are to be agreed in writing by the Council pursuant to the Reserved Matters Application, in accordance with the open space condition 35 of the Planning Permission, the current indicative location being shown on the Green Space Plan
“Play Area Commuted Sum”	the Index-Linked sum to be calculated by the Council after the Council’s review and approval of the open space plan pursuant to the open space condition 35 of the Planning Permission to be used towards the maintenance of the Play Area for a period of 20 years

“Play Area Contribution” the sum of Two Thousand One Hundred and Fifty-Seven Pounds and Forty-Two Pence (£2,157.42) per Dwelling Index-Linked for the provision of new play area(s) and/or the enhancement of existing play areas in the parishes of Charvil, Twyford, Sonning, Wargrave, St Nicholas Hurst and/or Woodley

“Play Area Detailed Specification and Management Plan” means the detailed specification for the establishment and future maintenance of the Play Area which shall include the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings and the formation of the Management Company with responsibility to perform such obligations (for in the event the Play Area is transferred to a management company) and any further information the Council may reasonably require

The Owner covenants with the Council as follows:

1. As part of the Reserved Matters Application, the Owner is to confirm to the Council whether the Owner will provide the Play Area on Site or pay the Play Area Contribution in lieu of providing the Play Area on the Site.

**In the event the Owner elects to provide the Play Area on the Site as part of the Development:**

- 1.1 Not to erect any Dwellings on the Play Area nor to use the Play Area other than for a Play Area for outdoor play and recreation by the general public;
- 1.2. to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Play Area Detailed Specification and Management Plan as part of the Reserved Matters Application and not to Commence Development until the Play Area Detailed Specification and Management Plan and the open space plan required pursuant to the open space condition 35 of the Planning Permission have both been approved in writing by the Council.
- 1.3. to construct and deliver the Play Area in accordance with the Play Area Detailed Specification and Management Plan approved in writing by the Council and in the location as per the approved open space plan pursuant to the open space condition

35 of the Planning Permission, as evidenced by the issue of the Certificate of Practical Completion (Play Area), and in accordance with the requirements of this Schedule prior to first Occupation of not more than 75% of the Dwellings within the Development (and not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion (Play Area));

- 1.4. following completion of construction of the Play Area the Owner shall serve notice in writing on the Council inviting it to inspect the constructed Play Area and issue a Certificate of Practical Completion (Play Area) (which shall not be unreasonably withheld or delayed);
  - 1.4.1 if the Council chooses to inspect the Play Area then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);
  - 1.4.2 upon completion of the remedial works the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion (Play Area) (which shall not be unreasonably withheld or delayed);
  - 1.4.3 the requirements of paragraph 1.4 then repeat themselves until the Council has been able to issue the Certificate of Completion (Play Area).
- 1.5. on completion of construction of the Play Area to procure a Royal Society for the Prevention of Accidents (RoSPA) report or such alternative report produced in accordance with the RoSPA Code of Good Practice for play areas and the RoSPA inspection methodology by a suitably qualified inspector registered with the Register of Play Inspectors International (RPII) in respect of the Play Area as constructed and submit the same to the Council;
- 1.6. prior to Occupation of not more than 75% of the Dwellings to make such corrective amendments to the Play Area as may be required to satisfy and/or correct any adverse safety comments made in such RoSPA report or such alternative report produced in accordance with the RoSPA Code of Good Practice for play areas and the RoSPA

inspection methodology by a suitably qualified inspector registered with the Register of Play Inspectors International (RPII);

- 1.7. On the issue of the Certificate of Practical Completion (Play Area) the Play Area shall be maintained by the Owner to the reasonable satisfaction of the Council for the Maintenance Period (Play Area) during which time any defects shall be made good as soon as practicable and routine maintenance carried out;
- 1.8. on expiration of the 12 month Maintenance Period (Play Area) the Owner shall:
  - 1.8.1 serve notice on the Council in writing inviting it to inspect the Play Area and issue a Final Certificate (Play Area) confirming that such works have been maintained to its reasonable satisfaction (which shall not be unreasonably withheld or delayed);
  - 1.8.2 if the Council chooses to inspect then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works notified to them to the reasonable satisfaction of the Council as soon as reasonably practicable; and
  - 1.8.3 upon completion of any remedial works notified to them the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Final Certificate (Play Area) (which shall not be unreasonably withheld or delayed);
  - 1.8.4 the requirements of paragraph 1.8 then repeat themselves until the Council has been able to issue the Final Certificate (Play Area).
- 1.9 Not later than fourteen (14) days following the issue of the Final Certificate (Play Area), the Owner shall at their discretion either elect to transfer the Play Area to the Management Company or make an irrevocable offer to transfer the Play Area to the Council and inform the Council of their decision in writing.
- 1.10 If the Owner elects to transfer the Play Area to the Council, the Council may subsequently nominate another body or organisation at the Council's discretion to take a transfer of the Play Area (the "Nominated Party"). In the event of the Council specifying a Nominated Party, the Owner shall make an irrevocable offer to transfer the Play Area to that Nominated Party within fourteen (14) days of receiving the

Nominated Party's details from the Council. PROVIDED THAT, if the Council or the Nominated Party does not accept the offer of a transfer of the Play Area within twenty eight (28) days (or within such other timescale as is reasonably agreed in writing between the Owner and the Council) of receiving an offer from the Owner then the Owner shall transfer the Play Area to the Management Company in accordance with the provisions of this schedule.

1.11. a transfer of the Play Area to the Council or to the Nominated Party (which shall be subject to agreement and acceptance of the same in writing by the Council, or Nominated Party as appropriate, exercising its discretion) shall be for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee subject to the provisions as set out in paragraphs 1.11.1-1.11.4 below (unless otherwise agreed in writing between the Owner and the Council (and the Nominated Party as appropriate)) but otherwise free from charges and other encumbrances and such transfer shall be subject to terms to be reasonably agreed in writing between the Owner and the Council (and the Nominated Party as appropriate) and contain covenants that:

- 1.11.1 members of the public shall continue to have perpetual permissive rights of access and use over the Play Area;
- 1.11.2 the Play Area shall not be used otherwise than as an area for outdoor recreation and play;
- 1.11.3 the transferee shall maintain the Play Area in accordance with the Play Area Detailed Specification and Management Plan as approved in writing by the Council subject to the rights of the transferee as the successor in title to the Owner; and
- 1.11.4 the Owner shall pay the transferee's reasonable legal costs of the transfer; and

the Owner will at its own expense issue and deliver to the Council (or to the Nominated Party as appropriate) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and to the Nominated Party as appropriate) prior to signature) within fifty six (56) days of the Council (or to the Nominated Party as appropriate) accepting the

offer of the Owner to transfer the Play Area to the Council/Nominated Party (or such other longer period as the Council may reasonably specify);

1.12 Where the Council or the Nominated Party have elected to take a transfer of the Play Area in accordance with paragraph 1.11 the Owner shall:

1.12.1 maintain the Play Area in accordance with the Play Area Detailed Specification and Management Plan as approved in writing by the Council until such time as the Play Area is transferred to the Council or Nominated Party (as appropriate); and

1.12.2 pay to the Council the Play Area Commuted Sum as a once and for all contribution towards the cost of the future maintenance of the Play Area immediately ahead of completion of the transfer of the Play Area to the transferee;

1.13. Where the Owner elects to transfer the Play Area to the Management Company in accordance with paragraph 1.9 or in the event the Council (or the Nominated Party as appropriate) does not accept the transfer of the Play Area in accordance with paragraph 1.10 then the Play Area shall, within fifty-six (56) days of the Owner notifying the Council of its intention to transfer the Play Area to the Management Company (in accordance with paragraph 1.9) or within fifty-six (56) days of either the Council or the Nominated Party as appropriate declining the transfer (as relevant) (or such other timescale as the Council may agree), be transferred to the Management Company for its long term management with a covenant that:

1.13.1 members of the public shall continue to have perpetual permissive rights of access and use over the Play Area;

1.13.2 the Play Area shall not be used otherwise than as an area for outdoor play and recreation; and

1.13.3 the Management Company shall maintain the Play Area on the Development in accordance with the Play Area Detailed Specification and Management Plan as approved in writing by the Council subject to the rights of the Management Company as the successor in title to the Owner;

but which shall otherwise be free from encumbrances.

- 1.14 Where the Owner elects not to offer a transfer of the Open Space to the Council in accordance with paragraph 1.9 or where the Council (or Nominated Party as appropriate) do not elect to take a transfer of the Play Area the Owner, and the Management Company as successor in title to the Owner, shall maintain the Play Area in perpetuity to the Council's reasonable satisfaction and in accordance with the Play Area Detailed Specification and Management Plan as approved in writing by the Council and, in addition, the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard as set out in the approved Play Area Detailed Specification and Management Plan in perpetuity.
- 1.15 Once constructed, the Play Area must be made available for use by the general public on a permissive basis in perpetuity in accordance with any reasonable conditions the Owner and the Council may agree from time to time.

**If the Play Area is not provided on the Site:**

- 1.16 In the event the Owner does not elect to provide the Play Area on the Site to:
  - 1.16.1 pay the Play Area Contribution to the Council prior to first Occupation of 50% of the Dwellings on the Development;
  - 1.16.2 not to Occupy nor permit Occupation of 50% or more of the Dwellings until the Play Area Contribution has been paid to and received by the Council.
- 1.17 For the avoidance of doubt, in the event that the Owner elects to provide the Play Area on the Site in accordance with paragraphs 1.1 to 1.15 of this Schedule, the Play Area Contribution shall not be payable and paragraph 1.16 shall cease to have effect.

## **SCHEDULE 9 – ALLOTMENTS**

### **i. Definitions**

In this schedule, the following additional words and expressions shall have the following meanings:

“Allotments”	provision of land comprising an approximate area of 946 square meters forming part of the Site (the exact location and boundaries of which are to be determined within the open space plan pursuant to the Reserved Matters Application (as required by the Open Space condition (35) of the Planning Permission, the current indicative location being shown on the Green Space Plan), and in accordance with the Allotments Specification being used to promote local food production and provide an opportunity for the community to grow produce as part of the long terms promotion of sustainability health and social interaction
“Allotments Contribution”	the sum of Six Hundred and Ninety-Three Pounds and Seventy-Three Pence (£693.73) per Dwelling Index-Linked for the provision of new allotments and/or the enhancement of existing allotments within the parishes of Charvil, Twyford, Sonning, Wargrave, St Nicholas Hurst and/or Woodley
“Allotments Specification”	the detailed drawings and specification to be provided to the Council which shall be subject to its written approval and which shall include details of the Allotments to be provided on the Site as part of the Reserved Matters Application for the Development such specification to include plot dimensions, essential facilities such as access to water points, vehicular access, loading and unloading area, secure perimeter fencing and gates, internal haulage ways, internal

	paths, composting facilities and any other details reasonably required by the Council
“Certificate of Practical Completion (Allotments)”	a certificate to be issued by the Council to certify the laying out and construction of the Allotments (as the case may be) has been Practically Completed to the Council’s reasonable satisfaction
“Service Installations”	means all sewers drains pipes wires cables channels watercourses ducts flues conduits optic fibres pumping stations holding tanks drainage systems and all other conducting media and associated equipment

The Owner covenants with the Council as follows:

**1. Allotments and Allotments Contribution**

As part of the Reserved Matters Application, the Owner is to confirm to the Council whether the Owner will provide the Allotments on Site or pay the Allotments Contribution in lieu of providing the Allotments on Site.

- 1.1 In the event the Owner elects to provide the Allotments on the Site as part of the Development:
  - 1.1.1 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Allotments Specification as part of the Reserved Matters Application in respect of the Site and not to Commence Development until the Council has approved the Allotments Specification.
  - 1.1.2 to construct the Allotments in accordance with the Allotments Specification approved by the Council and in the location approved by the Council following its consideration of the open spaces plan pursuant to the open space condition 35 of the Planning Permission;
  - 1.1.3 not to Occupy nor permit or allow Occupation of more than 75% of the Dwellings until the Allotments have been constructed and completed in accordance with the approved Allotments Specification and open spaces plan pursuant to the open space condition 35 of the Planning Permission with such

construction and completion to be evidenced by the issue of the Certificate of Practical Completion (Allotments)

- 1.1.4. Following completion of construction of the Allotments the Owner shall serve notice in writing on the Council inviting it to inspect the constructed Allotments and issue a Certificate of Practical Completion (Allotments) (which shall not be unreasonably withheld or delayed);
  - 1.1.4.1 if the Council chooses to inspect the Allotments then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);
  - 1.1.4.2 upon completion of the remedial works the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion (Allotments) (which shall not be unreasonably withheld or delayed);
  - 1.1.4.3 The requirements of paragraphs 1.1.4.1 and 1.1.4.2 then repeat themselves until the Council has been able to issue the Certificate of Practical Completion (Allotments).
- 1.1.5 Within 14 days from the issue of the Certificate of Practical Completion (Allotments) the Owner shall elect to transfer the Allotments to the Management Company, or make an irrevocable offer to transfer the Allotments to the Council and shall inform the Council of its decision in writing (the Council may subsequently nominate another body or organisation to which the Allotments should be transferred (the 'Nominated Party') and the Owner must then make an irrevocable offer to transfer the Allotments to the Nominated Party within 14 days of receiving their details from the Council. Any transfer to the Council or Nominated Party shall be subject to agreement and acceptance of the same in writing by the Council or the Nominated Party (as the case may be) exercising its discretion) for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee free from charges or other encumbrances at no cost to the Council (or Nominated Party as appropriate) for the long term management of such Allotments with a covenant that the Allotments shall not be used otherwise than as an area for allotments or activities ancillary thereto and

with a condition that residents of the Site should be given priority of the allocation of individual plots within the Allotments and the Owner shall not transfer title to the Allotments until the Allotments are completed in accordance with the approved Allotments Specification and the open spaces plan pursuant to the open space condition 35 of the Planning Permission);

- 1.1.6 Where the Council or the Nominated Party have elected to take a transfer of the Allotments, the Owner will at its own expense issue and deliver to the Council or the Nominated Party (as the case may be) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and the Nominated Party as appropriate) prior to signature and release for completion) within fifty six (56) days of the Council or the Nominated Party (as the case may be) accepting the offer of the Owner to transfer the Allotments to the Council or the Nominated Party (as the case may be) (or such other longer timeframe as the Council may reasonably specify).
- 1.1.7 Where the Council or the Nominated Party have elected to take a transfer of the Allotments pursuant to paragraph 1.1.6 the Owner shall maintain the Allotments in accordance with the Allotments Specification as approved in writing by the Council until such time as the Allotments are transferred to the Council or the Nominated Party (as the case may be) subject to the rights of the Owner set out above and further, the Owner shall pay the Council or Nominated Party's (as appropriate) reasonable costs and expenses of the transfer.
- 1.1.8 Where the Owner elects to transfer the Allotments to the Management Company in accordance with paragraph 1.1.5 or in the event the Council and the Nominated Party as appropriate do not accept the transfer of the Allotments in accordance with paragraph 1.1.5 then the Allotments shall be transferred to the Management Company, within fifty six (56) days of the Owner notifying the Council of its intention to transfer the Allotments to the Management Company or within fifty-six (56) days of the Council and/or the Nominated Party deciding not to accept the transfer (or such other timescale as the Council may agree), pursuant to the approved Allotments Specification for their long term management subject to such rights as the Owner may reasonably reserve for the benefit of the Service Installations for the rest of the Development and with covenants that:

- 1.1.8.1 members of the public shall continue to have permissive rights of access and use over the Allotments in perpetuity;
  - 1.1.8.2 the Allotments shall not be used otherwise than as an area of allotments for outdoor recreation/food production subject to the rights of the Owner; and
  - 1.1.8.3 the Management Company shall maintain the Allotments on the Site in accordance with the approved Allotments Specification subject to the rights of the Management Company as the successor in title to the Owner;
- but which shall otherwise be free from encumbrances.
- 1.1.9 Where the Owner elects to transfer the Allotments to the Management Company in accordance with paragraph 1.1.5 or where the Council and the Nominated Party (as appropriate) do not elect to take a transfer of the Allotments pursuant to paragraph 1.1.5 the Owner, and the Management Company as successor in title to the Owner, shall maintain the Allotments on the Development in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Allotments Specification subject to the rights of the Owner set out above and, in addition, residents of the Site shall be given priority of the allocation of individual plots within the Allotments (with the plots also capable of being allocated to residents of Wokingham Borough as a whole through the active waiting lists held by the Council);
  - 1.1.10 Once constructed in accordance with this schedule, members of the public shall have permissive rights of access and use over the Allotments in perpetuity and the Allotments shall not be used otherwise than as an area of allotments for outdoor recreation/food production, both subject to any conditions the Council and the Owner may agree from time to time;
- 1.2 In the event the Owner does not elect to provide the Allotments on the Site to:
- 1.2.1 pay the Allotments Contribution to the Council prior to first Occupation of 50% of the Dwellings on the Development;

- 1.2.2 not to Occupy nor permit Occupation of 50% or more of the Dwellings until the Allotments Contribution has been paid to and received by the Council.
- 1.3 For the avoidance of doubt, in the event that the Owner elects to provide the Allotments on the Site in accordance with paragraph 1.1 then the Allotments Contribution shall not be payable and paragraph 1.2 shall cease to have effect.

## **SCHEDULE 10 – MANAGEMENT COMPANY**

In the event of a transfer to a Management Company of the land containing (as appropriate) the Estate Roads, Open Space, Play Area or Allotments (as applicable) (or any part(s) of them) then the Owner undertakes to the Council:

1. Prior to first Occupation of the Site to establish and engage the Management Company on terms as agreed in writing with the Council and to confirm in writing the name and contact details of the Management Company and to submit to the Council evidence of the formation of the Management Company and procure that the Management Company executes and delivers a deed of covenant to the Council covenanting to observe and perform the obligations of the Management Company set out in this Schedule.
2. The Management Company shall be wholly owned by persons holding a relevant freehold or leasehold interest in the Site and/ or any Dwelling in the Development.
3. On:
  - 3.1 the transfer of a freehold interest in a Dwelling; and/or
  - 3.2 the grant of a long leasehold in a Dwelling;such freehold owner or lessee shall be offered the opportunity to acquire an equal interest in the Management Company as the remaining freehold owners or lessees
4. That the Management Company:
  - 4.1 shall be under an obligation to manage, clean, maintain and repair as necessary the communal areas referred to and transferred or leased to it, including the Estate Roads and/or the Open Space, the Play Area and Allotments (as applicable) or in respect of which it has the benefit of an easement or other right in the Site and ensure the terms of requirements of the Estate Roads Specifications and Plans, the Open Space Detailed Specification and Management Plan, the Play Area Detailed Specification and Management Plan and the Allotments Specification (as appropriate) as approved in writing by the Council are fully complied with, along with the conditions of the Planning Permission; and

- 4.2 shall be under an obligation to comply with and observe the undertakings of the Owner contained within this Deed in relation to the Site; and
  - 4.3 shall have the power to levy and collect charges from persons holding a relevant interest in the Dwellings in respect of the cost of performing the obligations referred to in this Schedule together with the cost of arranging insurances and management and such other costs as are usual for a Management Company to recover; and
  - 4.4 shall impose in every transfer or lease to the future owners and/ or occupiers of the Dwellings and the Management Company a covenant on behalf of the Management Company to comply with the terms of this Schedule and a covenant by an owner of that Dwelling not to transfer the interest in the Dwelling without simultaneously procuring that the transferee covenant to become a member of the Management Company and pay the service charges in respect of the Development including the fair and reasonable proportion of the costs of managing and maintaining the Estate Roads, the Open Space, Play Area and Allotments (as applicable)
5. Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.
  6. On the occurrence of the winding up or cessation of the Management Company to submit to the Council details of the replacement Management Company the structure and formation of which shall be subject to the Council's prior written approval for the purpose of managing and maintaining the Estate Roads, the Open Space, the Play Area and the Allotments (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company).

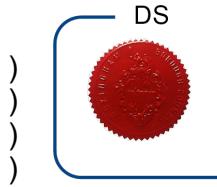
## **SCHEDULE 11 - COUNCIL'S COVENANTS - GENERAL**

### **1 REPAYMENT OF CONTRIBUTIONS**

- 1.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
  
- 1.2 Save for the following:
  - a. Highways Commuted Sum,
  - b. the Additional First Homes Contribution,
  - c. the Open Space Commuted Sum,
  - d. Play Area Commuted Sum,
  - e. Biodiversity Net Gain On-Site Monitoring Contribution

in the event of any other contribution (or part) paid to the Council under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which the contribution (or part) was paid for a period of fifteen (15) years from the date of the final payment thereof the said sum (or part) shall to that extent be repayable on demand to the person who made the payment provided that if the Council (or a relevant third party) has entered into a contract prior to the expiry of the fifteen (15) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

THE COMMON SEAL of  
**WOKINGHAM BOROUGH COUNCIL**  
was affixed to this Deed in the presence of:-



37107

DocuSigned by:

*Edwina Taylor*

8B7D019C04E8404...

Solicitor / Authorised Signatory Legal Assistant

Executed as a DEED by  
**HICKS DEVELOPMENTS LIMITED**  
acting by a director in the presence  
of a witness:

DocuSigned by:

*Steve Hicks*

3544AD2E73B64E7...

Director signature

Steve Hicks

Director name

DocuSigned by:

*Jo Gisborne*

7FBEBBA4FEBAB40C...

Witness signature

Joanne Elizabeth Gisborne

Witness name

C/O 15 Headley Road

woodley

RG5 4JB

Witness address

## ANNEX

### FORM OF NOMINATION AGREEMENT

**THIS AGREEMENT** is made the \* day of \*

**BETWEEN**

- (1) **WOKINGHAM BOROUGH COUNCIL** of Shute End, Wokingham, Berkshire RG40 1BN ("the Council") and
- (2) \*[name of Association] whose registered office is at \*[address] ("the Association")

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

"Approved Tenancy"	a weekly or monthly periodic assured tenancy, or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with clause 2.1.1 below;
"Association"	a body registered with the Regulator of Social Housing pursuant to Section 80 of the Housing and Regeneration Act 2008;
"Initial Nomination Notice"	means a written notice given by the Council to the Association giving the name and address and if available the telephone number of a Nominee during the Initial Nomination Period;
"Initial Nomination Period"	means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of

“Initial Vacancy Notice”	the units shall have been let for the first time or sold by way of initial grant of Shared Ownership Leases;
“Lender”	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for occupation;
“Nomination Period”	means any financial institution or institutions or other person or persons company or body corporate lending monies to the Association or its successors in title as proprietor of the whole or part or parts of the Property upon the security of the whole or part or parts of the Property and the expression the “Lender” shall include persons deriving title by through or under such person;
“Nomination Rights”	shall mean a period 80 (eighty) years from the date of physical completion of the first unit;
“Nominee”	means the rights granted by clauses 6 and 7 hereof;
“Perpetuity Period”	a person nominated by the Council as a prospective tenant of a Social Rented Unit Affordable Rented Unit or a prospective lessee or assignee of a Shared Ownership Unit;
“Planning Permission”	the period of One Hundred and Twenty Five (125) years from the date of the Section 106 Agreement;
“Release Notice”	means the planning consent granted under reference number *[number] dated *[date];
	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for sale;

“Resale Notice”		means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for sale;
“Section 106 Agreement”		an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by provider] for the provision of (inter alia) affordable housing on land at *[address of site];
“Shared Ownership Lease”		means the Association’s model lease for shared ownership housing or such other shared ownership leases as have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
“Site”		means land at *[address of Site] shown edged red on the attached plan;
“Subsequent Notice”	Nomination	means a written notice served by the Council on the Association during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee;
“Subsequent Nomination Period”		means the remainder of the Nomination Period after expiry of the Initial Nomination Period;
“Subsequent Vacancy Notice”		means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for letting;
“Units”		Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan

\*[drawing number] approved as part of the Planning Permission; and

(a) the “Social Rented Units” and/or “Affordable Rented Units” shall mean the units numbered \*[number]; and

(b) the “Shared Ownership Units” shall mean the units numbered\*[number];

“Void” means a Unit which having already been let for the first time is vacant;

“Working Days” means Monday to Fridays excluding public holidays.

- 1.2 Words of one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 The clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.5 Where there is a conflict between any of the provisions of this Agreement and the provisions of the Section 106 Agreement, the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.
- 1.6 References to “rent” shall mean:-
  - 1.6.1 In the case of a Social Rented Unit or Affordable Rented Unit, the rent payable under an Approved Tenancy;
  - 1.6.2 In the case of a Shared Ownership Unit, the gross rent payable under the Approved Lease (a proportion of which is payable, equivalent to the proportion of the equity retained by the Provider, as defined in the Shared Ownership Lease of that Unit).
- 1.7 If at any time any of the provisions of this Agreement shall become illegal invalid or unenforceable in any respect under any law, regulation or jurisdiction, either the legality, validity or enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired as a result.

## **2. PROVISION OF AFFORDABLE HOUSING**

- 2.1 The Association has agreed for the duration of the Perpetuity Period to make the Units available for occupation by Nominees as follows:-
- 2.1.1 The Social Rented Units and Affordable Rented Units are to be let on Approved Tenancies;
- 2.1.1.1 An Assured Tenancy shall be granted unless otherwise agreed by the Council in writing, when an assured shorthold tenancy shall be granted for a period of twelve (12) months to serve as a probationary tenancy.
- 2.1.1.2 At the expiry of the twelve month period, an assured tenancy shall be granted to the tenant unless he or a member of his household has breached the terms of the assured shorthold tenancy, or unless otherwise agreed between the Provider and the Council. This shall apply both on initial lettings of the Units and on subsequent re-lets.
- 2.1.2 The Shared Ownership Units are to be occupied under Shared Ownership Leases. The initial market value, being the basis for the premium chargeable by the Provider for each Shared Ownership Lease shall be as set out in the First Schedule hereto.
- 2.2 The Association will procure completion of the construction of the Units in conformity with the Planning Permission and the Section 106 Agreement or any amended or revised consent that may be obtained.
- 2.3 In furtherance of the better performance of the Council's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 the Council and the Association agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

## **3. RECITALS**

- 3.1 The Association is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).
- 3.2 It has been agreed between the parties that the Association will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

## **4. COVENANT**

The terms of this Agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a

Lender of such purchaser or any person acquiring a reversionary interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

## **5. THE ASSOCIATION'S UNDERTAKING**

The Association undertakes to provide \*[number] low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement.

## **6. NOMINATION RIGHTS – SOCIAL RENTED UNITS AND AFFORDABLE RENTED UNITS**

- 6.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

### **During the Initial Nomination Period**

- 6.1.1 One hundred percent (100%) nominations of the Units let for the first time

### **During the Subsequent Nomination Period**

- 6.1.2 seventy five percent (75%) (3 out of every 4) nominations of Units let for all subsequent.

- 6.2 The Association agrees with the Council that the Association will let each of the Units on an Approved Tenancy Agreement to a Nominee for whom the Unit is suitable pursuant to the conditions of clause 6.7 herein.

### **6.3 During the Initial Nomination Period:**

- 6.3.1 The Association shall not less than six (6) weeks prior to the anticipated date of a Unit or Units becoming available for letting for the first time serve on the Council an Initial Vacancy Notice and the Council shall have the right to nominate Nominees to occupy such available Unit or Units on the terms specified by the Association.

- 6.3.2 Within seven (7) Working Days of receipt of an Initial Vacancy Notice the Council shall give to the Association an Initial Nomination Notice and the Council shall confirm details of the Nominee or Nominees and on receipt of the Initial Nomination Notice the Association shall so soon as reasonably practicable thereafter offer the available Unit or Units to such Nominee or Nominees. The Association will confirm receipt of the Council's nomination to the Nominee within ten (10) Working Days, followed by an offer of the dwelling to the Nominee in writing, or by phone, text or e-mails, and the confirm in writing whether they have accepted or rejected the offer within 48 hours of viewing the property.

Formal offers will be made in writing. The Association will copy the Council's Allocations Team into all offers sent to the Nominee.

- 6.3.3 In the event of a Nominee referred to in the Initial Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days after receipt of the Association's offer or in the event of the Association rejecting such Nominee in accordance with clause 6.7 then the process contained in clause 6.3 shall be repeated until a Nominee accepts the Unit.
- 6.3.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.3.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.3.6. If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and be given the right to request a review of the decision within five (5) Working Days of the refusal - a copy of this letter shall be forwarded to the Council within five (5) Working Days of the refusal. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within five (5) Working Days of receiving a copy of the refusal letter to avoid delays in re-letting the property.

#### **6.4 During the Subsequent Nomination Period:**

- 6.4.1 The Association shall on receipt of notice of a Void give a Subsequent Vacancy Notice to the Council giving at least fourteen (14) days advance notice of the Void, who shall then have the right to nominate a Nominee or Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.4.2 Within ten (10) days of receipt of the Subsequent Vacancy Notice the Council shall give to the Association a Subsequent Nomination Notice and the Council shall confirm details of the Nominee or Nominees.
- 6.4.3 In the event of a Nominee referred to in the Subsequent Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days of receipt of the Association's offer or in the event of the Association rejecting such a Nominee in accordance with clause 6.7

then the process contained in clause 6.4 shall be repeated until a Nominee accepts the Unit.

- 6.4.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.4.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.4.6 If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and given the right to request a review of the decision within 5 Working Days of the refusal - a copy of this letter shall be forwarded to the Council. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within 5 Working Days of receiving the copy of the refusal letter to avoid delays in re-letting the property.

## **6.5 Continuation of the Council's Nomination Rights**

- 6.5.1 The Association undertakes to make provision in accordance with this Agreement so that the Council shall continue to have Nomination Rights in respect of the lettings of each Void in accordance with clause 6 hereof.
- 6.5.2 The Association shall monitor the number of Voids during each twelve (12) month period commencing on the last day of the Initial Nomination Period in order to ensure that it complies with clause 6.1.2 and shall advise the Council at quarterly intervals of its findings.
- 6.5.3 Upon receiving notice of a Void, the Association shall determine whether an Approved Tenancy Agreement of the relevant Unit should be offered to a Nominee having regard to the Association's obligations under clause 6.5.1.

## **6.6 Information the Association shall supply to the Council in writing**

- 6.6.1 Full details of any offer of an Approved Tenancy Agreement made by the Association to a Nominee.
- 6.6.2 If the Association makes no offer of an Approved Tenancy Agreement to a Nominee specified in either an Initial Nomination Period or the Subsequent Nomination Notice served by the Council full details of the reason for not making any offer; and

- 6.6.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.
- 6.6.4 Full details of the new tenants start date to be sent to the Allocations Team within ten (10) Working Days of the Tenancy Agreement being signed.

## **6.7 Assessment of prospective tenants**

- 6.7.1 The Association shall not be obliged to offer an Approved Tenancy Agreement to a Nominee unless it is reasonably satisfied that the Nominee is a person whom the Association would normally house under its lettings and allocations policy in force from time to time.
- 6.7.2 The Association shall supply to the Council full details of its lettings and allocations policy at least one month prior to service of the Initial Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time.
- 6.7.3 The Association shall at all times use reasonable endeavours to ensure that the rents of the Units are set in accordance with the Association's rent policy.
- 6.7.4 In the event that any or all of the Units are rendered unfit for occupation and use by a risk not covered by an insurance policy maintained by the Association or in the event of repair rebuilding or reinstatement of any or all of the Units being frustrated by any reason beyond the control of the Association the Association may serve notice upon the Council suspending the effect of this Agreement insofar as it applies to the Units which have been rendered unfit for occupation and use until such Units are rendered fit for occupation and use PROVIDED ALWAYS that the Association shall use all reasonable endeavours to promptly render fit for occupation and use all such Units.

## **7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS**

- 7.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

### **During the Initial Nomination Period**

- 7.1.1 One hundred percent (100%) nominations of the Units sold for the first time

### **During the Subsequent Nomination Period**

- 7.1.2 seventy-five percent (75%) (3 out of 4) nominations of the Units sold for all subsequent sales.

- 7.2 The Association grants to the Council during both the Initial Nomination Period and the Subsequent Nomination Period the Nomination Rights and agrees with the Council that the Association will (subject to clauses 7.3 through to 7.9 hereof) either grant a Shared Ownership Lease of each of the Units or, as appropriate, consent to the assignment of the Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Unit is suitable.
- 7.3 For initial disposals, at least six weeks before practical completion the Association issue the Council notice setting out details of the Units, including its proposed sale price, equity share, rent on unsold equity and service charge.
- 7.4 The Association will seek referrals from their own shared ownership list. This list will be anonymised using the Prioritising for Shared Ownership Form (Annex A) providing the relevant information to assess local connection whilst adhering to the general Data Protection Regulations.
- 7.5 Within fourteen (14) days of receipt of a Release Notice or Resale Notice the Council will check the list of nominees using the Council's shared ownership criteria and return the list of nominees to the registered provider in order of priority.
- 7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.5 above, the Association shall interview the Nominees and notify the Nominee and the Council of their decision within seven (7) days of the interview.
- 7.7 If after the Initial Nominations, there remain unsold Units, the Association will send further nominations from their Shared Ownership List to the Council's Allocations Team. The Council will send a priority list to the Registered Provider within a further seven (7) days from receipt of the notification to put forward the names and addresses of further Nominees.
- 7.8 If, after point 7.7, there still remain unsold Units, after an eight (8) week period and after appropriate marketing, advertising and promotion has been undertaken, the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 7.9 For Subsequent Sales of Shared Ownership Units, the Association will issue a Resale Notice to the Council as soon as is reasonably practicable and points 7.3 to 7.8 will apply.

## **8. Disposal**

- 8.1 Subject to clause 8.2 the Association shall not:
  - 8.1.1 sell or otherwise dispose of the Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other rights to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Units shall not constitute breaches of these conditions; or
  - 8.1.2 materially limit its ability to perform its obligations under this Agreement by dealing except by way of legal charge or mortgage with

the Unit (other than by letting the Units to individual tenants under Approved Tenancy Agreements or by granting Shared Ownership Leases).

- 8.2 If the Association shall dispose of all or any part or parts of the Units to a social landlord registered with the Housing Corporation under Section 80 of the Housing and Regeneration Act 2008 or any other statutory provision amending or replacing the same the Council shall have no objection thereto subject to such social landlord prior to such disposition entering into an agreement with the Council mutatis mutandis and pro tanto to the part or parts so disposed of in the form of this Agreement PROVIDED ALWAYS that the terms of this clause 8 shall not for the avoidance of doubt apply to a Lender who shall be free to dispose of the Unit free from the effect of this Agreement.
9. Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have served two (2) Working Days after posting.
10. In the case of dispute or difference on any matter under this Agreement or as to the construction of this Agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force.
11. It is hereby agreed and declared that the obligations contained in this Agreement are personal to the Association and shall not be binding upon any Lender.
12. For the avoidance of doubt, in case of conflict between the Association's obligations in this Agreement and the general regulatory requirements to which the Association is from time to time bound, the latter shall take precedence, so that the Association shall not be liable to the Council for failure to comply with any of its obligations in this Agreement if compliance would be in breach of any such regulatory requirements.
13. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
14. The Association shall from time to time supply to the Council such information as the Council shall reasonably require to satisfy itself that the obligations in this Agreement on the part of the Association have been performed and observed.

- 15.** The scheme is subject to the Section 106 Agreement and all nominations and occupation of the Units shall comply with the provisions of the Section 106 Agreement including any deeds of variations to the Section 106 Agreement entered into before or after the date of this Deed.

## ANNEX A

### WBC Prioritising for S/O scheme

Full Address of Scheme	RP Details:
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Applicant #	Date/Time applied	MOD?	Current tenure	Live in area?	Work in area?	Housing makeup	Additional information?	WBC priority

