

Dated: 27th February 2024

WOKINGHAM BOROUGH COUNCIL

- and -

NOBLE ROBERT HENRY GRAHAM and PETER MAURICE DENT

and PATRICIA KAY DENT and JAMES MARTIN BROAD

- and -

TAYLOR WIMPEY UK LIMITED

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 on land at

WATMORE LANE WINNERSH WOKINGHAM

Planning Reference Number 230208

Planning Inspectorate Reference APP/X0360/W/23/3331651

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

This Deed is made the day of ²¹~~20~~7th February 2024

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
- (2) **NOBLE ROBERT HENRY GRAHAM** of The Dell 5 Ropewind Shalbourne Marlborough SN8 3FF and **PETER MAURICE DENT** of 2, Brompton Grove, Burton, Milford Haven Pembrokeshire SA73 1LR and **PATRICIA KAY DENT** of 2 Grove Farm Cottages Hall Road Spexhall Halesworth IP19 0RR and **JAMES MARTIN BROAD** of 10, The Hermitage, Richmond, Surrey TW10 6SH ("the Owners")
- (3) **TAYLOR WIMPEY UK LIMITED** (Company Registration Number 1392762) whose registered office is Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Developer")

WHEREAS

1. 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.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The Owners are the freehold owners of the Site registered under HM Land Registry title number BK357813.
4. The Developer is the beneficiary of an option to purchase dated 30 September 2010, 21 September 2017 and 26 July 2018 made by agreement between the Owners and the Developer.
5. T.A. Fisher & Sons Limited of Theale Court, 11-13 High Street, Theale, Reading RG7 5AH owns the freehold of the access land to the Site pursuant to HM Land Registry title number BK146918.
6. The Planning Application has been made by the Developer to the Council for planning permission for the Development on the Site.
7. The Council refused the Planning Application by decision notice dated 11th August 2023 and the Owners and the Developer enter into this Deed in support of the Appeal in respect of the Planning Application.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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
"Additional First Homes Contribution"	in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of Part 3 of the First Schedule, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (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 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
"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 Department for Levelling Up, Housing & Communities
"Affordable Housing Dwellings"	40% of the number of Dwellings together with rights and easements over the Site to provide access to the Dwelling and such entrance

way corridors parking areas and other ancillary areas as are necessary for the enjoyment of such a Dwelling including car parking for use as Affordable Housing consisting of a mix of:

- (a) 4% Affordable Rented Housing
- (b) 25% First Homes
- (c) 5% Shared Ownership Housing; and
- (d) 66% Social Rented Housing

(or such other mix as may be agreed in writing with the Council) which shall be built in compliance with the Standards or the Development Standards (as the case may be) (the exact size and mix of which are to be specified herein)

and "Affordable Housing Dwelling" 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 Owners and the Developer and reasonably agreed in writing by the Council on or before the approval of the Reserved Matters Application

"Affordable Housing Plan" a plan required to be approved in writing by the Council setting out the location of the Affordable Housing Dwellings on the Site

"Affordable Rented Housing" rented housing provided by Registered Providers at up to a maximum 80% of local market rents (inclusive of service charges, where applicable)

"Allotments" provision of either land of approximate area of 0.52ha/1000 people with an assumption of 2.4 people per dwelling forming part of the Site (the exact location and boundaries of which are to be determined within the Allotments Parameter Plan and pursuant to an application for approval of Reserved Matters) and in accordance with the Allotments Specification or the land off the Site with each 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 One Hundred and Sixty Thousand and Six Hundred Pounds (£160,600.00) Index-Linked for the provision of new allotments and/ or the enhancement to existing allotments in the Wokingham administrative area
"Allotments Parameter Plan"	a plan required to be approved in writing by the Council setting out the location of the Allotments on the Site
"Allotments Specification"	the detailed drawings and specification to be provided to the Council which shall be subject of its written approval and which shall include details of the allotments to be provided on the Site as part of the Reserved Matters 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
"Appeal"	an appeal to the Secretary of State and which is determined by the Secretary of State or his appointed Planning Inspector in relation to the Council's refusal of the Planning Application given appeal reference number APP/X0360/W/23/3331651
"Approved Registered Provider"	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)
"Bus Stop Improvements Contribution"	a contribution of Twenty Five Thousand Pounds (£25,000.00) Index-Linked to improve the pair of bus stops on Reading Road by Woodward Close
"Certificate of Practical Completion"	a certificate to be issued by the Council to certify Practical Completion of the laying out and/ or construction of the relevant area of Open Space and Play Area (as the case may be)

"CIL Regulations"	The Community Infrastructure Levy Regulations 2010 or any replacement legislation
"Cluster"	a group of Affordable Housing Dwellings which does not have contiguous boundaries with another group of Affordable Housing Dwellings and "Clusters" and "Clustering" shall be construed accordingly
"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" and "Commencement" shall be construed accordingly
"Compliance Certificate"	the certificate issued by the Council confirming that a Dwelling is being Disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Part 3 of the First Schedule applies the Eligibility Criteria (Local)
"Development"	the outline application with all matters reserved except access for the proposed erection of up to 234 dwellings as set out in the Planning Application
"Development Standards"	a standard to fully comply with the following:- (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015; (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;

- (c) Part 2 of Secured by Design 2023 standards published by Police Crime Prevention Initiatives Limited;
- (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings); and
- (e) local requirements as set out in adopted local plan

and the same may be amended by written agreement of the parties in accordance with paragraph 5.1 Part 3 of the First Schedule

"Discount Market Price"

a sum which is the Market Value discounted by at least 30%

"Disposal"

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:

- (a) a letting or sub-letting in accordance with paragraph 7 of Part 3 of the First Schedule
- (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
- (c) an Exempt Disposal

and "Disposed" and "Disposing" shall be construed accordingly

"Dwelling"

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

"Eligibility Criteria (National)"

criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National)

"Eligibility Criteria
(Local)"

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:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) any or all of criteria (i) and (ii) below are met:
 - (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or
 - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

"Employment Skills
Contribution"

the sum Index-Linked (calculated by the Council using the formula set out below) 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:

$$1 \times £3750 = \text{Employment Skills Contribution}$$

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 by the Reserved Matters

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)

	Bands									
Outcomes	1	2	3	4	5	6	7	8	9	10
	£1-3.5m	£3.5-6m	£6-10m	£10-15m	£15m-20m	£20-30m	£30-40m	£40-50m	£50-60m	£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 Owners and the Developer to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table above and the bands therein which correspond to a 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 the above table, or such other mix as is approved in writing by the Council

"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 Owners and the Developer construct the Estate Roads in accordance with paragraph 1.1 of the Fifth 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

"Exempt Disposal" the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (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
- (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
- (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)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7 of Part 3 of the First Schedule

"First Disposal"	the initial Disposal by the owner(s) of a First Home to an owner/occupier or the Council as applicable
"First Home"	a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its First Disposal does not exceed the Price Cap and "First Homes" shall be construed accordingly
"First Homes Owner"	the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Developer; or (b) another 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 (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Part 3 of the First Schedule
"First Homes Practical Completion"	the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
"First Time Buyer"	a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Final Certificate"	a certificate issued by the Council confirming that the works to which the certificate relates have been maintained to its reasonable satisfaction during the Maintenance Period and any remedial works have been completed
"Highways Bond"	in the event that the Owners and the Developer construct the Estate Roads in accordance with paragraph 1.2 of the Fifth 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

"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 roads 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

"Income Cap (Local)" The Income Cap (National) or such other local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement the Council has not set an Income Cap

"Income Cap (National)" Eighty Thousand Pounds (£80,000.00) 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

"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

"Index-Linked" 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

"Key Worker"

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 threshold) 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

"LAP"

a local area of play comprising an area of not less than 100 square metres of activity zone otherwise constructed in accordance with the principles in Fields in Trust's "Planning and Design for Outdoor Sport and Play" and 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

"LEAP"

a local equipped area for play comprise an area of not less than 600 square metres of activity zone with provision for a minimum number of ten play experiences otherwise constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play" and 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

"Local Connection Criteria"

such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection

Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this Deed the Council has not designated any criteria as Local Connection Criteria

"Maintenance Period" the period of twelve (12) calendar months from the date of the of the Certificate or Practical Completion

"Management Company" a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owners and the Developer of the Site shall be and then all of the owners of the Dwellings comprised in the Development shall eventually be members/shareholders and of which the principle objects shall include:

- (a) to hold the legal interest in the Estate Roads the Allotments the Open Space and the Play Area (as the case may be) within the Development;
- (b) to levy and collect charges including the service charges from persons having a relevant legal interest within the Development in respect of the cleaning, maintenance, winter maintenance and repair of the Estate Roads the Allotments the Open Space and the Play Area (as the case may be) and arranging all necessary insurances;
- (c) to keep in repair and to maintain the Estate Roads the Allotments the Open Space and the Play Area (as the case may be) constructed by the Owners and the Developer; and
- (d) to manage the Estate Roads the Allotments the Open Space and the Play Area (as the case may be) where the same is transferred to the Management Company in accordance with the terms of this Deed

"Market Value" the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in

	accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
"Monitoring Fee"	a sum calculated at a rate of £474.00 (four hundred and seventy four pounds) per planning obligation trigger 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) shall amount to a maximum total sum of Three Thousand Seven Hundred and Ninety Two Pounds (£3,792.00)
"Mortgagee"	any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a Dwelling including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a Dwelling
"Mortgagee Sale Provisions"	the provisions set out in Paragraph 7 of Part 2 of the First Schedule of this Deed
"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 Five Hundred and Forty Pounds (£540) Index-Linked per Dwelling paid towards the implementation of My Journey initiative in respect of this scheme
"NEAP"	an area of open space specifically designated, laid out and equipped mainly for children typically 0 to 11 plus young people aged 12+ and will include a range of challenging play equipment with a hard surfaced area of at least 465sqm design for ball games or wheeled sports constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play" and 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

"Nomination Agreement"	an agreement substantially in the form of the draft nomination agreement annexed at Annexure 2 hereto by which the Council may nominate tenants for the Affordable Housing Dwellings
"Occupation" and "Occupied"	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
"Offsite Sports and Recreation Contribution"	the sum of Three Thousand Two Hundred and Fifty Six Pounds (£3,256.00) Index-Linked per Dwelling paid towards the provision of off-site sports and recreation facilities or the enhancement of existing sports and recreation facilities in the Wokingham Borough
"Open Space"	the communal areas of informal and formal open space to be provided within the Site and the exact location and boundaries of which are to be subject of the written approval by the Council following submission of the Open Space Plan pursuant to an application for the approval of Reserved Matters
"Open Space Commuted Sum"	the Index-Linked sum(s) to be agreed between the Owners and the Developer and 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: - Formal Public Parks (aka Parks and Gardens Landscape) - £2.65 / sqm / year - Amenity Public Open space (inc Semi natural greenspace) - £0.51 / sqm / year - Ancillary Greenspace (Verges and incidental green parts) - £0.18 / sqm / year
"Open Space Plan"	the plan submitted to the Council outlining the location of the Open Space to be provided on Site which is subject to the written approval of the Council
"Open Space Detailed Specification"	the detailed specification for the establishment and future management and maintenance of the Open Space which shall include the basis of sharing costs of maintenance and management

and Management Plan"	between Dwellings and methodology for recovery of costs from the Dwellings, the calculation of the Open Space Commuted Sum and where applicable the formation of the Management Company with responsibility to perform such obligations
"Open Market Dwellings"	any Dwellings which are not designated as Affordable Housing Dwellings
"Owners"	the Owners and shall include any successors in title to any of the parties comprised within the definition of the Owner and/or Owners
"Plan"	the plan attached to this Deed at Annexure 1
"Planning Application"	the planning application made under reference 230208 for the Development
"Planning Inspector"	an inspector appointed by the Secretary of State to determine the Appeal
"Planning Permission"	the planning permission granted pursuant to the Appeal by the Secretary of State or his appointed Planning Inspector in respect of the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
"Play Area"	means the LAP the LEAP and the NEAP the exact location specification and boundaries of each are to be agreed in writing by the Council pursuant to Reserved Matters Application
"Play Area Commuted Sum"	the Index-Linked sum(s) to be agreed between the Owners and the Developer and the Council based on the following rates for annual maintenance of the relevant parts of the Play Area to provide for no less than 20 years maintenance: - Play Area LAPS - £8.44 / sqm / year - Play Area LEAPS - £8.44 / sqm / year - Play Area NEAPS and 12+ Areas - £12.00 / sqm / year

"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, where applicable the calculation of the Play Area Commuted Sum and where applicable the formation of the Management Company with responsibility to perform such obligations

"Practical Completion" the point at which a Dwelling is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied or in respect of the Open Space and the Play Area the point at which they are constructed to a level of practical completion and certified as such

"Preferred Registered Provider" 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:

- i A2Dominion
- ii Aster
- iii Housing Solutions
- iv Loddon
- v MTVHA
- vi People for Places
- vii Silva
- viii Sovereign
- ix Vivid

"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 (£250,000.00) or such other amount as may be published from time to time by the Secretary of State

"Registered Provider" or "RP"	either: (1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or (2) the Council
"Reserved Matters"	for the purposes of this Deed details of layout, scale, landscaping and appearance of the Development to be submitted to the Council pursuant to the Planning Permission
"Reserved Matters Application"	an application for Reserved Matters relating to the Planning Permission
"Reserved Matters Approval"	approval of details of any one or more of Reserved Matters reserved under the terms of the Planning Permission for subsequent approval
"SDLT"	Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function or any other Secretary of State authorised for the time being entitled to exercise the powers given under section 77, 78 and 79 of the Act
"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
"Shared Ownership Housing"	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
"Site"	the land known as land at Watmore Lane Winnersh Wokingham and shown for identification purposes only edged red on the Plan

"Social Rented Housing"	housing provided by a Registered Provider at target social rents
"Standards"	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 conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of lifetime homes which are adaptable to varying needs
"Subsequent Disposal"	any proposed Disposal which is subsequent to a First Disposal
"Transfer"	transfer of the ownership of any part of the Site to the Council pursuant to the terms of this Deed and includes appropriation where at the time of any intended transfer to the Council the land concerned is vested in the Council and Transferred and Transferred shall be construed accordingly
"Valuer"	a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
"Working Day"	any day excluding Saturdays Sundays and bank holidays in England and "Working Days" shall be construed accordingly

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.

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 Owners and the Developer and their successors in title and assigns and the persons claiming under or through them.
- 3.2 The obligations imposed upon the Owners and the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners and the Developer and their successors in title and assigns and the persons claiming under or through them.

4 CONDITIONALITY

- 4.1 With the exception of clause 7.1.1 and clause 13 this Deed is conditional upon the Secretary of State or the Planning Inspector deciding to allow the Appeal. With the exception of paragraph 1.1, 1.2 and 3.2 of Part 1 of the First Schedule, paragraph 1 of the Second Schedule, paragraph 1.1 of Part 1, paragraph 1.2 of Part 2 and paragraph

1.2 of Part Three of the Third Schedule, and the Fifth Schedule the obligations set out in the Schedules shall be conditional on the Commencement of Development.

4.2 If the Secretary of State or the Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122(2) of the CIL Regulations, and/or that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that he attaches no weight to the relevant obligation(s) for the purposes of his determination then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter cease to have effect and the Owners and the Developer shall be under no obligation to comply with it (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or the Planning Inspector is silent upon any obligations then the obligations shall apply and be enforceable by the Council in accordance with the terms of this Deed.

4.3 The provisions of this Deed shall not be binding on the following:

4.3.1 with the exception of the provisions of the First Schedule and the Sixth Schedule any owner or occupier of an individual Dwelling;

4.3.2 any Mortgagee or chargee unless and until they become a Mortgagee or chargee in possession in which case it too will be bound by the obligations as if it were a successor in title and assigns;

4.3.3 a statutory undertaker after the transfer or lease of the statutory apparatus in respect of any land upon or in which the statutory apparatus is situated.

5 THE OWNERS' AND THE DEVELOPER'S COVENANTS

5.1 The Owners and the Developer covenant with the Council as set out in the First Schedule the Second Schedule the Third Schedule the Fourth Schedule the Fifth Schedule and the Sixth Schedule.

5.2 The Owners and the Developer covenant 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 Occupation of 40% of the Dwellings

5.2.4 the date of Occupation of 50% of the Dwellings

5.2.5 the date of Occupation of 75% of the Open Market Dwellings

5.2.6 the date of Occupation of the 100th Dwelling.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners and the Developer as set out in the Seventh Schedule.

7 MISCELLANEOUS

7.1 The Owners and/or the Developer shall pay to the Council:

7.1.1 on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed and the Land Registry fee of Forty Pounds (£40) payable in connection with the registration of this Deed against the title(s) of the Site; and

7.1.2 on or before Commencement of Development the Monitoring Fee.

7.2 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.

7.3 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.

7.4 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.

7.5 Where any payment of costs or other payments are to be made by the Owners and/or the Developer to the Council such costs and other payments shall be deemed to be reasonable and proper.

- 7.6 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.
- 7.7 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.
- 7.8 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 Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 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.
- 7.10 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.
- 7.11 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.

8 WAIVER

- 8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

- 9.1 The Owners and the Developer agree 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 (excluding any changes relating to individual Dwellings) 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.

10 INTEREST

- 10.1 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.

11 VAT

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

12 JURISDICTION

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

13 DELIVERY

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

14. DISPUTES

- 14.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed then the parties shall use their reasonable endeavours to resolve the same within 20 (twenty) Working Days of the dispute, disagreement or difference arising.
- 14.2 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 such dispute or difference shall in the event it cannot be resolved in accordance with 14.1 be referred to an independent and suitable person holding appropriate professional qualification to be appointed (in the absence of 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.

- 14.3 The Owners and the Developer shall not be entitled to refer for expert determination pursuant any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 14.4 In the absence of agreement as to the appointment of suitability of the person to be appointed pursuant to clause 14.2 or as to the appropriateness of the professional body 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 dispute such senior 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.
- 14.5 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.
- 14.6 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.

FIRST SCHEDULE

AFFORDABLE HOUSING

THE OWNERS' AND THE DEVELOPER'S COVENANTS

PART 1

The Owners and the Developer covenant with the Council as follows:

1. Provision of Affordable Housing

- 1.1 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 such Affordable Housing Plan to be submitted to the Council on or before Reserved Matters and which shall be subject to the Council's written approval.
- 1.2 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 to the Council no later than the Reserved Matters stage and which is subject to approval in writing by the Council but which is proposed to be made up of 4% Affordable Rented Housing, 25% First Homes, 5% Shared Ownership Housing and 66% Social Rented Housing (unless otherwise agreed by the Council in writing). The indicative mix (based on 40% of 234 Dwellings comprised in the Development is as follows)

Tenure	Dwelling Size	Number of Affordable Housing Dwellings
Social Rented	1 bed	9
Social Rented	2 bed	24
Social Rented	3 bed	13
Social Rented	4 bed	10
Affordable Rented	1 bed	10

First Homes	1 bed	11
First Homes	2 bed	12
Shared Ownership	1 bed	1
Shared Ownership	2 bed	2
Shared Ownership	3 bed	2

PROVIDED THAT it is agreed that the above Dwelling sizes and numbers are indicative only and are subject to the written agreement of the Council and that they are based upon 234 Dwellings being constructed as part of the Development and in the event that less than 234 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 table.

2. Restriction on Use

2.1 That the Affordable Housing Dwellings (excluding First Homes) provided on the Site shall be owned and managed by a Preferred Registered Provider or Approved Registered Provider as may be the case and subject to paragraph 2.4 of this First Schedule shall be retained for use as Affordable Housing in perpetuity.

2.2 To procure that the title in respect of each Affordable Housing Dwelling (excluding First Homes) is subject to covenants:

2.2.1 restricting the use of that Affordable Housing Dwelling to either Affordable Rented Housing Social Rented Housing or Shared Ownership Housing (as appropriate), and

2.2.2 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 2 are observed and performed.

2.3 Subject to the terms of the Nomination Agreement:

- 2.3.1 no Affordable Rented Housing Dwelling shall be Occupied other than as Affordable Rented Housing;
 - 2.3.2 no Social Rented Housing Dwelling shall be Occupied other than as Social Rented Housing; and
 - 2.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing.
- 2.4 The provisions of this Schedule shall not bind:
- 2.4.1 A Mortgagee provided that such Mortgagee who exercises any power of sale or leasing shall first have satisfied the Mortgagee Sale Provisions, or
 - 2.4.2 any tenant of an Affordable Housing Dwelling who:
 - (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
 - (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
 - (c) has acquired 100% of the equity in a Shared Ownership Housing Dwelling (or their mortgagee).

3. Delivery of Affordable Housing

- 3.1 Not to commence construction of any Open Market Dwellings on the Development unless and until the precise number, location and mix of the Affordable Housing Dwellings for the Development has been approved in writing by the Council.
- 3.2 Not to Commence 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.

- 3.3 Not to commence the construction of the Affordable Housing Dwellings on the Development any later than 3 (three) calendar months after the commencement of the construction of the Open Market Dwellings on the Development.
- 3.4 The Affordable Housing Dwellings (excluding First Homes) shall be designed and constructed to the Standards to meet the minimum standards set out in any design and construction standards for Affordable Housing as published from time to time and/or set out in any national, local or other guidance as may be notified to the Owners or the Developer by the Council from time to time.
- 3.5 To construct and make ready for Occupation 50% of the Affordable Housing Dwellings to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to not more than 40% of the Open Market Dwellings upon the Site being first Occupied.
- 3.6 Not to Occupy or permit Occupation of more than 40% of the Open Market Dwellings upon the Site unless and until:
 - 3.6.1 50% of the Affordable Housing Dwellings have been constructed in accordance with the Planning Permission; and
 - 3.6.2 either the freehold ownership or (in the case of a flat) a minimum 125 (one hundred and twenty five) year lease in those Affordable Housing Dwellings (excluding First Homes) has been transferred/granted to a Preferred Registered Provider or other Approved Registered Provider as the case may be.
- 3.7 To construct and make ready for Occupation 100% of the Affordable Housing Dwellings to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to not more than 75% of the Open Market Dwellings upon the Site being first Occupied.
- 3.8 Not to Occupy or permit Occupation of more than 75% of the Open Market Dwellings upon the Site unless and until:
 - 3.8.1 100% of the Affordable Housing Dwellings have been constructed in accordance with the Planning Permission; and
 - 3.8.2 either the freehold ownership or (in the case of a flat) a minimum 125 (one hundred and twenty five) year lease in those Affordable Housing Dwellings has

been transferred/granted to a Preferred Registered Provider or other Approved Registered Provider as the case may be.

PART 2

The Owners and the Developer covenant with the Council as follows:

Terms of Offer

The Affordable Housing Dwellings 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 Owners' and the Developer'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
- 1.5 individual plots cleared of debris and building materials by the point of Occupation and
- 1.6 with all necessary rights of access and services.

Price

- 2 The price of the Affordable Housing Land and the Affordable Housing Dwellings shall be an amount calculated to enable the Preferred Registered Provider or the Approved Registered Provider to acquire the Affordable Housing Dwellings 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 Schedule 1 Part 2 shall apply to the transfer of any Affordable Housing Dwelling.

Exchange of Contracts

5. Following the written acceptance of an offer by the Preferred Registered Provider or an Approved Registered Provider the Owners and the Developer shall use reasonable endeavours to procure that the Affordable Housing Dwellings shall be exchanged between the two parties within 56 (fifty six) 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 (ninety) days).

Occupation of the Affordable Housing Dwellings

6. The Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within 8 (eight) weeks of the date of transfer of the Affordable Housing Dwellings to the Preferred Registered Provider or the Approved Registered Provider or the Practical Completion of the Affordable Housing Dwellings (whichever is the latter) the Owners and the Developer shall use reasonable endeavours to procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nomination Agreement and deliver the same to the Council.

Mortgagee Sale Provisions

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 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 and shall have reasonable endeavours over a period of 3 (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 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

PART 3

The Owners and the Developer covenants with the Council as follows:

Provision of First Homes

1 OBLIGATIONS

- 1.1 Unless otherwise agreed in writing by the Council, the Owners and the Developer 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:

1.1.1 paragraphs 2, 3, 4 and 5 of this Part 3 shall not apply to a First Homes Owner;

1.1.2 paragraphs 6 and 7 of this Part 3 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

1.1.3 paragraph 8 of this Part 3 applies as set out therein.

2. QUANTUM OF FIRST HOMES

- 2.1 Twenty Five Per Cent (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 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

- 4.1 as agreed in writing by the Council; and
- 4.2 in accordance with the distribution in the Affordable Housing Plan.

5. DEVELOPMENT STANDARDS

All First Homes shall be constructed to:-

- 5.1 the Development Standards current at the time of the relevant Reserved Matters Approval; and
- 5.2 no less than 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 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 (and in the case of a First Disposal, such period to expire no earlier than 3 (three) months prior to First Homes 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 definition of the "Council" which shall be Wokingham Borough Council

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

"means the provisions set out in paragraphs 6.1-7.4 of Part 3 of the First Schedule of the S106 Agreement."

a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [27th February] 2024 made between (1) the Council and (2) the Owners (3) the Developer

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

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 above 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 the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

6.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.1 and 6.2 above (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 First Homes Practical Completion) and 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 above; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 above 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 above 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 and in the event of a First Disposal, subject to the Price Cap.

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 above 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 other than as a First Home if the Council confirms it does not wish to acquire the relevant First Home

and on the issue of that written confirmation pursuant to paragraphs 6.8.1, 6.8.2 or 6.8.3 above as applicable the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 below 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 pursuant to paragraph 6.8.3 above.

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 above 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 twenty-eight (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:

6.10.1 as a First Home; or

6.10.2 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 above where such restriction has previously been registered against the relevant title; and

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 3 of the First Schedule pursuant to the provisions in paragraphs 6.8 and 6.9 above 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) – (e) 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 reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - (c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - (d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy;
 - (e) 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 above 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 Homes Owner's main residence.

8. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of Part 3 of the First Schedule 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 below:
- 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 of Part 3 of the First Schedule; and
 - 8.4.2 apply all such monies received towards the provision of Affordable Housing

SECOND SCHEDULE

THE OWNERS' AND THE DEVELOPER'S COVENANTS

The Owners and the Developer covenant with the Council as follows:

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

1. Prior to Commencement of Development the Owners and the Developer shall entirely at its own absolute discretion either:
 - 1.1. pay 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. submit 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 (in which case clause 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 Owners and the Developer elect to submit an Employment Skills Plan in accordance with paragraph 1.2 then
 - 2.1. within fourteen (14) days (or any other period as agreed in writing between the Council and the Owners and the Developer) of receipt of written approval of the Employment Skills Plan by the Council the Owners and the Developer shall discharge in full the requirements within the approved Employment Skills Plan to the reasonable satisfaction of the Council; and
 - 2.2. within seven (7) days of written request from the Council the Owners and the Developer shall provide a progress report 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 if at the end of that 28 day period insufficient progress has been made the Owners and the Developer will be required to pay the Employment Skills Contribution or a proportion thereof to be

determined at the Council's reasonable discretion within seven (7) days of a further written notice from the Council demanding payment.

THIRD SCHEDULE

THE OWNERS' AND THE DEVELOPER'S COVENANTS

PART 1

The Owners and the Developer covenant with the Council as follows:

ALLOTMENTS AND OPEN SPACE AND PLAY AREA

1. Allotments and Allotments Contribution

1.1 In the event the Owners and the Developer elect 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 and the Allotments Parameter Plan as part of the Reserved Matters in respect of the relevant part of the Site and to construct the Allotments in accordance with the approved Allotments Specification in the location approved by the Council following its consideration of the Allotments Parameter Plan;
- 1.1.2 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 approved Allotments Parameter Plan with such construction and completion to be subject of the Council's written approval;
- 1.1.3 following receipt of the Council's written approval in accordance with paragraph 1.1.2 and prior to the Occupation of not more than 95% of the Dwellings the Owners shall Transfer the Allotments to the Council or to the Parish Council serving the area within which the Site is located (or to the Management Company in the event the Council and the Parish Council elects not to take a transfer or does not provide notification of its decision to the Owners within twenty (20) Working Days of an offer being made) (which shall be subject to agreement and acceptance of the same in writing by the Council or the Parish Council (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 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 Owners shall not transfer title to the Allotments until the Allotments are completed in accordance with the approved Allotments Specification and the approved Allotments Parameter Plan;

- 1.1.4 it shall maintain the Allotments on the Site in accordance with the approved Allotments Specification subject to the rights of the Council or Parish Council (as the case may be) as the successor in title to the Owners and the Owners will at its own expense issue and deliver to the Council or the Parish Council (as the case may be) and release to it for completion a signed Transfer (the terms and details of which must have been previously agreed between the Owners and the Council prior to signature and release for completion) within fifty six (56) days of the Council or the Parish Council (as the case may be) accepting the offer of the Owners to Transfer the Allotments to the Council or the Parish Council (as the case may be).
- 1.1.5 Where the Council or the Parish Council have elected to take a Transfer of the Allotments pursuant to paragraph 1.1.3 the Owners and the Developer 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 Parish Council (as the case may be) subject to the rights of the Owners set out above;
- 1.1.6 In the event the Council and the Parish Council do not accept the Transfer of the Allotments then the Allotments shall be transferred to the Management Company pursuant to the approved Allotments Specification for the long term management subject to such rights as the Owners shall reasonably reserve for the benefit of the Service Installations for the rest of the Development and with a covenant that:
 - 1.1.6.1 members of the public shall continue to have such permissive rights of access and use over the Allotments;

- 1.1.6.2 the Allotments shall not be used otherwise than as an area of allotments for outdoor recreation subject to the rights of the Owners; and
- 1.1.6.3 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 Owners;

but which shall otherwise be free from encumbrances.

- 1.1.7 Where the Owners transfer the Allotments to the Management Company or the Council and the Parish Council do not elect to take a Transfer of the Allotments pursuant to paragraph 1.1.3 the Owners and the Developer shall maintain the Allotments on the Development in accordance with the approved Allotments Specification until such time as the Allotments are transferred to the Management Company subject to the rights of the Owners set out above and the Owners shall procure in transfer to the Management Company a condition that residents of the Site should be given priority of the allocation of individual plots within the Allotments and an obligation to maintain to the same standard as set out in the approved Allotments Specification in perpetuity; Or

- 1.2 In the event the Owners and the Developer do not elect to provide the Allotments on the Site to:

- 1.2.1 pay 50% of the Allotments Contribution to the Council prior to first Occupation of the Development;
- 1.2.2 not to Occupy nor permit Occupation of the Development until 50% of the Allotments Contribution has been paid to and received by the Council;
- 1.2.3 to pay the final 50% of the Allotments Contribution to the Council prior to the Occupation of the 100th Dwelling; and
- 1.2.4 not to Occupy nor permit Occupation of more than 100 Dwellings until 100% of the Allotments Contribution has been paid to and received by the Council.

- 1.3 For the avoidance of doubt, in the event that paragraph 1.1 applies, the Allotments Contribution shall not be payable and paragraph 1.2 shall cease to have effect.

PART 2

The Owners and the Developer covenant with the Council as follows:

1. Open Space

- 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;
- 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 and the Open Space Plan as part of the Reserved Matters in respect of the Site. As part of their approval of the Open Space Detailed Specification and Management Plan and the Open Space Plan the Council shall supply to the Owners its calculation of the Open Space Commuted Sum (or relevant proportion for that area);
- 1.3 to construct and deliver the Open Space approved as part of the relevant Reserved Matters in phases as agreed in writing with the Council and in accordance with the approved Open Space Detailed Specification and Management Plan and in the location as per the approved Open Space Plan and in accordance with the requirements of this Schedule so that each phase of Open Space is constructed and delivered prior to the Occupation of not more than 75% of the Dwellings within that relevant phase of the Site forming part of the Reserved Matters for the Development;
- 1.4 following completion of each area of Open Space the Owners and the Developer shall serve notice on the Council inviting it to inspect the completed relevant area and issue a Certificate of Practical Completion confirming that the relevant area has been completed to its reasonable satisfaction (which shall be issued by the Council within fifteen (15) Working Days of a satisfactory inspection and which shall be deemed to be granted if not issued in accordance with this requirement or if no other timescale has been agreed in writing with the Council);
- 1.5 if the Council chooses to inspect the relevant area of Open Space and identifies necessary remedial works the Owners and the Developer shall complete such remedial works to the reasonable satisfaction of the Council within twenty (20) Working Days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);

- 1.6 upon completion of any remedial works the Owners and the Developer shall serve notice in writing on the Council inviting it to inspect the remedial works identified pursuant to 1.5 and issue a Certificate of Practical Completion confirming that the relevant area of Open Space has been completed to their reasonable satisfaction (which shall be issued by the Council within fifteen (15) Working Days of a satisfactory inspection and which shall be deemed to be granted if not issued in accordance with this requirement or if no other timescale has been agreed in writing with the Council);
- 1.7 following issue of a Certificate of Practical Completion in respect of any relevant Open Space the Owners and the Developer shall:
 - 1.7.1 maintain the relevant area of Open Space for the Maintenance Period to the reasonable satisfaction of the Council; and
 - 1.7.2 allow access to the relevant area of Open Space (free of charge but on a permissive basis only) to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing);
- 1.8 on expiration of the Maintenance Period the Owners and the Developer shall:
 - 1.8.1 serve notice on the Council inviting them to inspect the relevant Open Space and issue a Final Certificate confirming that such works have been maintained to its reasonable satisfaction (which shall be issued by the Council within fifteen (15) Working Days of a satisfactory inspection and which shall be deemed to be granted if not issued in accordance with this requirement or if no other timescale has been agreed in writing with the Council);
 - 1.8.2 if the Council chooses to inspect the relevant area of Open Space and identifies necessary remedial works, to complete such remedial works to the reasonable satisfaction of the Council within twenty (20) Working Days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council); and
 - 1.8.3 upon completion of any remedial works, to serve notice on the Council inviting them to inspect the remedial works identified by them pursuant to paragraph 1.8.2 and issue a Final Certificate confirming that the relevant area of Open Space has been maintained to the reasonable satisfaction of the Council (which shall be issued by the Council within fifteen (15) Working Days of a

satisfactory inspection and which shall be deemed to be granted if not issued in accordance with this requirement or if no other timescale has been agreed in writing with the Council).

- 1.9 At the expiration of the Maintenance Period referred to above (which shall be the later of 12 months and any such further period required to make good any defects following completion of all required remedies for the relevant areas of the Open Space) the Owners shall at their absolute discretion either opt to transfer the Open Space to the Management Company or make an irrevocable offer to Transfer the Open Space to the Council provided that if the Council does not accept the offer of a Transfer of the Open Space within twenty (20) Working Days of the Council receiving an Offer from the Owners then the Owners shall transfer the Open Space to the Management Company in accordance with the terms of this Deed.
- 1.10 A Transfer of the Open Space to the Council (which shall be subject to agreement and acceptance of the same in writing by the Council 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 undertakings as set out in paragraphs 1.10.1-1.10.3 below (unless otherwise agreed in writing between the Owners and the Council) but otherwise free from encumbrances and such Transfer shall be subject to terms to be reasonably agreed in writing between the Owners and the Council and shall be subject to such rights as the Owners shall reasonably reserve for the benefit of the rest of the Development in respect of Service Installations and contains covenants that:
 - 1.10.1 members of the public shall continue to have permissive rights of access and use over the Open Space;
 - 1.10.2 the Open Space shall not be used otherwise than as an area of open space and for outdoor recreation; and
 - 1.10.3 it shall maintain the Open Space on the Development in accordance with the approved Open Space Management Plan subject to the rights of the Council as the successor in title to the Owners,

and the Owners will at its own expense issue and deliver to the Council and release to it for completion a signed Transfer (the terms and details of which must have been previously agreed between the Owners and the Council prior to signature and release

for completion) within fifty six (56) days of the Council accepting the offer of the Owners to Transfer the Open Space to the Council.

1.11 Where the Council have elected to take a Transfer of the Open Space pursuant to paragraph 1.9 the Owners and the Developer shall:

- (a) 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 subject to the rights of the Owners set out above; and
- (b) No later than fourteen (14) days of the date of the Transfer of the Open Space pursuant to the approved Open Detailed Specification and Management Plan the Owners and the Developer shall pay to the Council the Open Space Commuted Sum (or proportionate part thereof in the event of transfer of a phase) as a once and for all contribution towards the cost of the future maintenance by the Council of the Open Space (or the relevant part of Open Space thereof in the event of transfer of a phase).

1.12 In the event the Council does not accept the transfer of the Open Space or the Owners elect not to transfer the Open Space to the Council then the Open Space shall be transferred to the Management Company pursuant to the approved Open Space Detailed Specification and Management Plan for the long term management subject to such rights as the Owners shall reasonably reserve for the benefit of the Service Installations for the rest of the Development and with a covenant that:

- 1.12.1 members of the public shall continue to have such permissive rights of access and use over the Open Space;
- 1.12.2 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 Owners; and
- 1.12.3 the Management Company shall maintain the Open Space on the Development in accordance with the approved Open Space Detailed Specification and Management Plan subject to the rights of the Management Company as the successor in title to the Owners;

but which shall otherwise be free from encumbrances.

- 1.13 Where the Owners elect to transfer the Open Space to the Management Company or the Council do not elect to take a Transfer of the Open Space pursuant to paragraph 1.9 the Owners and the Developer shall maintain the Open Space on the Development in accordance with the approved Open Space Detailed Specification and Management Plan until such time as the Open Space is Transferred to the Management Company subject to the rights of the Owners set out above and the Owners 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.
- 1.14 For the avoidance of doubt where the Open Space is transferred to the Management Company there shall be no obligation to pay the Open Space Commuted Sum.

PART 3

The Owners and the Developer covenant with the Council as follows:

1. PLAY AREA

- 1.1 Not to erect any Dwellings on the Play Area nor to use the Play Area other than for a Play Area;
- 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 in respect of the relevant part of the Site. As part of their approval of the Play Area Detailed Specification and Management Plan the Council shall supply to the Owners its calculation of the Play Area Commuted Sum (or relevant proportion for that area);
- 1.3. to construct and deliver the Play Area in accordance with the Play Area Detailed Specification and Management Plan as approved in writing by the Council and in accordance with the requirements of this Schedule prior to the Occupation of not more than 75% of the Dwellings within the Development;
- 1.4. following completion of construction of the Play Area the Owners and the Developer shall serve notice in writing on the Council inviting it to inspect the constructed Play Area and issue a Certificate of Practical Completion confirming that the Play Area has been constructed to its reasonable satisfaction (which shall be issued by the Council

within fifteen (15) Working Days of a satisfactory inspection and which shall be deemed to be granted if not issued in accordance with this requirement or if no other timescale has been agreed in writing with the Council);

- 1.4.1 if the Council chooses to inspect the Play Area then on inspection the Council will identify to the Owners and the Developer any necessary remedial works and the Owners and the Developer shall complete such remedial works to the reasonable satisfaction of the Council within twenty (20) Working 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 Owners and the Developer shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion confirming that the Play Area has been completed to its reasonable satisfaction (which shall be issued by the Council within fifteen (15) Working Days of a satisfactory inspection and which shall be deemed to be granted if not issued in accordance with this requirement or if no other timescale has been agreed in writing with the Council);
- 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 (RPPI) 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 (RPPI);
- 1.7. on satisfactory completion of the construction of the Play Area and any corrective amendments following the RoSPA report the Play Area shall be maintained by the Owners and the Developer to the reasonable satisfaction of the Council for the

Maintenance Period during which time any defects should be made good within that Maintenance Period as soon as thereafter as practicable;

- 1.8. on expiration of the Maintenance Period the Owners and the Developer shall:
 - 1.8.1 serve notice on the Council in writing inviting it to inspect the Play Area and issue a Final Certificate confirming that such works have been maintained to its reasonable satisfaction (which shall be issued by the Council within fifteen (15) Working Days of a satisfactory inspection or within such other timescale as is agreed in writing with the Council);
 - 1.8.2 if the Council chooses to inspect then on inspection the Council will identify to the Owners and the Developer any necessary remedial works and the Owners and the Developer 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 the Owners and the Developer shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Final Certificate confirming that the Play Area has been maintained to the reasonable satisfaction of the Council (which shall be issued by the Council within fifteen (15) Working Days of a satisfactory inspection or within such other timescale as is agreed in writing with the Council);
- 1.9. at the expiration of the Maintenance Period referred to above which shall be the later of 12 months and any such further period required to make good any defects as required in accordance with the terms of this Part 3 the Owners shall at their absolute discretion either transfer the Play Area Space to the Management Company or make an irrevocable offer to Transfer the Play Area to the Council provided that if the Council does not accept the offer of a Transfer of the Play Area within twenty (20) Working Days of the Council receiving the offer from the Owners then the Owners shall Transfer the Play Area to a Management Company in accordance with the terms of this Deed.
- 1.10. a Transfer of the Play Area to the Council (which shall be subject to agreement and acceptance of the same in writing by the Council 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 undertakes as set out in paragraphs 1.10.1-1.10.3 below (unless otherwise agreed in writing between the Owners and the Council) but otherwise

free from encumbrances and such transfer shall be subject to terms to be reasonably agreed in writing between the Owners and the Council and shall be subject to such rights as the Owners shall reasonably reserve for the benefit of the rest of the Development in respect of any Service Installations and contains covenants that:

- 1.10.1 members of the public shall continue to have such permissive rights of access and use over the Play Area;
- 1.10.2 the Play Area shall not be used otherwise than as an area for outdoor recreation; and
- 1.10.3 the Council 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 Council as the successor in title to the Owners; and

the Owners will at its own expense issue and deliver to the Council and release to it for completion a signed Transfer (the terms and details of which must have been previously agreed between the Owners and the Council prior to signature and release for completion within fifty six (56) days of the Council accepting the offer of the Owners to Transfer the Play Area to the Council;

- 1.11 Where the Council have elected to take a Transfer of the Play Area in accordance with paragraph 1.9 the Owners and the Developer shall:
 - (a) 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 subject to the rights of the Owners; and
 - (b) No later than fourteen (14) days of the date of the Transfer of the Play Area pursuant to the approved Play Area Detailed Specification and Management Plan to the Council the Owners and the Developer shall pay to the Council the Play Area Commuted Sum as a once and for all contribution towards the cost of the future maintenance by the Council of the Play Area;
- 1.12. In the event the Council does not accept the transfer of the Play Area or the Owners do not elect to transfer the Play Area to the Council then the Play Area shall be transferred

to the Management Company pursuant to the approved Play Area Detailed Specification and Management Plan for the long term management subject to such rights as the Owners shall reserve for the benefit of the rest of the Development in respect of any Service Installations and with a covenant that:

- 1.12.1 members of the public shall continue to have such permissive rights of access and use over the Play Area;
- 1.12.2 the Play Area shall not be used otherwise than as an area for outdoor recreation; and
- 1.12.3 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 Owners;

but which shall otherwise be free from encumbrances.

1.13 Where the Owners elect to transfer the Play Area to the Management Company or the Council do not elect to take a Transfer of the Play Area pursuant to paragraph 1.9 the Owners and the Developer 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 pursuant to the approved Play Area Detailed Specification and Management Plan until such time as the Play Area is transferred to the Management Company subject to the rights of the Owners set out above and the Owners 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.

1.14 For the avoidance of doubt where the Play Area is transferred to the Management Company there shall be no obligation to pay the Play Area Commuted Sum.

FOURTH SCHEDULE

THE OWNERS' AND THE DEVELOPER'S COVENANTS

The Owners and the Developer covenant with the Council as follows:

CONTRIBUTIONS

1. Bus Stop Improvements Contribution

- 1.1 to pay to the Council the Bus Stop Improvements Contribution prior to first Occupation of the Development; and
- 1.2 not to Occupy nor permit Occupation of the Development until the Bus Stop Improvements Contribution has been paid to and received by the Council.

2. My Journey Contribution

- 2.1 to pay to the Council the My Journey Contribution prior to first Occupation of the Development; and
- 2.2 not to Occupy nor permit Occupation of the Development until the My Journey Contribution has been paid to and received by the Council.

3. Offsite Sports and Recreation Contribution

- 3.1 to pay to the Council the Offsite Sports and Recreation Contribution prior to first Occupation of the Development; and
- 3.2 not to Occupy nor permit Occupation of the Development until the Offsite Sports and Recreation Contribution has been paid to and received by the Council.

FIFTH SCHEDULE

THE OWNERS' AND THE DEVELOPER'S COVENANTS

The Owners and the Developer covenants with the Council to comply with either paragraph 1.1 or 1.2 as follows:

ESTATE ROADS

1.1 Prior to the issue of Reserved Matters Approval by the Council 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 Owners and the Developer in the construction of the Estate Roads in accordance with the approved Estate Roads Specification and Plans;
- 1.1.2 the Owners and the Developer will pay the Council's Estate Roads Inspection Fee on Commencement of Development; and
- 1.1.3 the Owners and the Developer 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 Owners and the Developer 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 Owners and the Developer 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 Act 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 Owners and the Developer

acknowledge that for the avoidance of doubt any statutory undertaker's work required to facilitate the carrying out of the Development shall be at the Owners and the Developer's liability and the Owners and the Developer shall be entirely liable for any costs of the statutory undertakers.

SIXTH SCHEDULE

THE OWNERS' AND THE DEVELOPER'S COVENANTS

The Owners and the Developer covenant with the Council as follows:

MANAGEMENT COMPANY

In the event of a Transfer to a Management Company in accordance with the terms of this Deed the Owners and the Developer covenant with the Council:

1. Prior to Occupation of the Site to establish the Management Company on substantially the same terms as set out in model articles annexed at Annexure 3 or otherwise on the terms as agreed in writing with the Council and to confirm in writing the name and contact details of the Management Company.
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
- 3.2 the grant of a long leasehold in a Dwelling

that such freehold owner or lessee shall be offered the opportunity to acquire a share in the Management Company such shares to be fairly and equally distributed between the owners and lessees who elect to hold a share in and have an interest in the Management Company.

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 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 Allotments Specification the Open Space Detailed Specification and Management Plan and the Play Area Detailed Specification and Management Plan (as the case may be depending on whether the relevant part of the Site has been transferred to the Management

Company) each as approved in writing by the Council are fully complied with insofar as they have not been complied with by the Owners and/or the Developer; and

- 4.2 shall be under an obligation to comply and observe the covenants of the Owners and the Developer contained within this Deed in relation to the Estate Roads the Allotments the Open Space and the Play Area and the approved Estate Roads Specifications and Plans the Allotments Specification the Open Space Detailed Specification and Management Plan and the Play Area Detailed Specification and Management Plan each as approved in writing by the Council (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company); 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 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 Allotments the Open Space and the Play Area (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company).
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 written approval for the purpose of managing and maintaining the Estate Roads the Allotments the Open Space and the Play Area (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company).

SEVENTH SCHEDULE

COUNCIL'S COVENANTS

The Council covenants with the Owners and the Developer that;

- 1.1 if it receives the Employment Skills Contribution from the Owners or the Developer in accordance with paragraph 1.1 of the Second Schedule, the obligations at paragraphs 1.2 and 2 of the Second Schedule shall be discharged in full; and
- 1.2 if it receives and approves the Employment Skills Plan from the Owners or the Developer in accordance with paragraph 1.2 of the Second Schedule, the obligations at paragraph 1.1 of the Second Schedule shall be discharged in full.
- 2.1 if it receives the Allotment Contribution from the Owners or the Developer in accordance with paragraph 1.2 of the Third Schedule, the obligations at paragraphs 1.1 of Part 1 of the Third Schedule shall be discharged in full; and
- 2.2 if the Owners or the Developer provide the Allotments on the Site in accordance with paragraph 1.1 of part 1 of the Third Schedule, the obligations at paragraphs 1.2 of the Third Schedule shall be discharged in full; and
3. to use all sums received from the Owners and the Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners or the Developer and the Council shall agree acting reasonably.
4. it will pay to the Owners or the Developer (as the case may be) such amount of any payment made by Owners or the Developer (as the case may be) to the Council under this Deed which has not been committed or applied or expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment provided that if the Council has committed to or entered into a contract prior to the expiry of the ten (10) 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.
5. Where approval of the Council is required pursuant to this Deed such approval shall be provided in writing and shall not be unreasonably withheld or delayed.

6. Where the Owners and Developer request that an inspection is carried out by the Council pursuant to this Deed such inspection shall be carried out by the Council within twenty (20) Working Days of a request being received in writing by the Council or within such timescale as reasonably agreed between the Owners the Developer and the Council.
7. Where the Owners have issued and delivered to the Council and released to it for completion a signed Transfer to the Allotments and/or the Open Space and/or the Play Area (as applicable) and providing the parties have each approved the content of the Transfer and any accompanying documents and plans associated with the Transfer prior to the issue and delivery of the signed Transfer then the Council shall complete the Transfer within ten (10) Working Days or within such timescale as reasonably agreed in writing between the Owners and the Council.

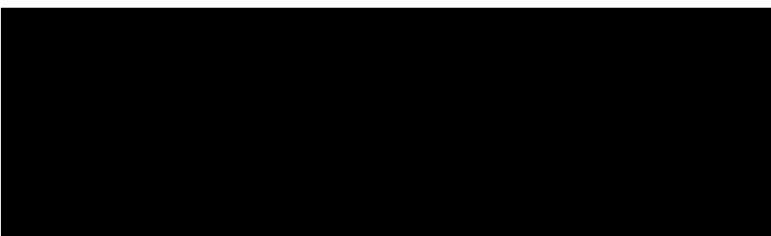
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

36510

THE COMMON SEAL OF
WOKINGHAM BOROUGH COUNCIL
was hereunto affixed in the presence of:



Authorised Signatory/ Solicitor



DocuSigned by:
[Redacted]
85C5DF1639C8405...

Witness Signature:

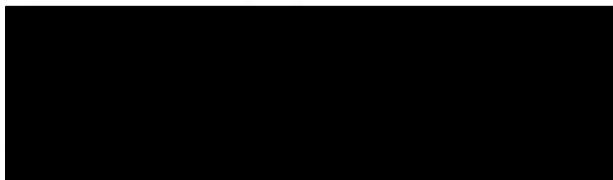
DocuSigned by:
[Redacted]
65A93DF4884F437...

Witness Name and Address:



Witness Occupation

Retired Chartered Construction Manager



)
)
)



Witness Signature:



Witness Name and Address:



Witness Occupation

Retired

SIGNED AS A DEED

by the said **PATRICIA KAY DENT**

In the presence of:-

)

)

)

Witness Signature:

Witness Name and Address:

Witness Occupation

Director

Witness Signature:

Witness Name and Address:

Witness Occupation

Retired Market Researcher

EXECUTED AS A DEED BY
TAYLOR WIMPEY UK LIMITED
Acting by its attorneys
in the presence of:

)
)

Annexure 1

Plan



36510

Decided by:
Sam Trenchard
3004382850404

Decided by:
James Martin Broad
0002091402461

Decided by:
Noble Robert Henry Graham
85050214030408

Decided by:
ABT
75040714083021

Decided by:
Peter Maurice Dent
070000051702448

Decided by:
Clare Kynan
30711074060400

Land off Watmore Lane Winnersh	Scale 1:1250 @ A1
Location Plan	Jan 2023



Annexure 2
Draft Nomination Agreement

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;

means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for occupation;

"Lender"

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 Period"

shall mean a period 80 (eighty) years from the date of physical completion of the first unit;

"Nomination Rights"

means the rights granted by clauses 6 and 7 hereof;

"Nominee"

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;

"Perpetuity Period"

the period of One Hundred and Twenty Five (125) years from the date of the Section 106 Agreement;

"Planning Permission"

means the planning consent granted under reference number *[number] dated *[date];

"Release Notice"

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 Nomination Notice"

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 means:-
 - 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

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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 Councils 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.

ANNEX A

WBC Prioritising for S/O scheme

Full Address of Scheme

RP Details:

Applicant #	Date/Time applied	MOD?	Current tenure	Live in area?	Work in area?	Housing makeup	Additional information?	WBC priority

Private: Information that contains a small amount of sensitive data which is essential to communicate with an individual but doesn't require to be sent via secure methods.

Annexure 3
Management Company Model Articles

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

MANAGEMENT COMPANY LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

MANAGEMENT COMPANY LIMITED

(the "Company")

1 PRELIMINARY

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the articles of association of the Company.
- 1.2 Model Articles 2, 3, 9(2), 11(1), 14, 17(1), 18(d) and (e), 21, 22(1), 22(2), 30(4) and 36 do not apply to the Company.

2 DEFINED TERMS AND INTERPRETATION

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:

"Act"	the Companies Act 2006;
"appointor"	has the meaning given in Article 12.1;
"Directors"	the directors of the Company from time to time;
"Estate"	the property situated at [REDACTED]
"Founder"	the member(s) who are the subscribers to the memorandum of association and any subsequent member who becomes a member as a result of having been nominated under Article 13.2;
"Managed Property"	all communal areas amenities and facilities at the Estate including but not limited to all the roads, accessways, footpaths, verges and landscape areas, and service infrastructure (serving more than one Unit);
"secretary"	means the secretary of the Company, if any, appointed in accordance with Article 11 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"Unit"	any one of the freehold or long leasehold residential dwellings situated within the Estate;

"Unitholder"	the person or persons who hold(s) the freehold or long leasehold of a Unit comprising a residential dwelling and so that whenever two or more persons are for the time being Unitholders of a Unit they shall for all purposes of these Articles be deemed to constitute one Unitholder; and
"working day"	a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in England and Wales.

2.2 In these Articles, a reference to:

- (a) these **"Articles"** is to these articles of association (including the provisions of the Model Articles incorporated therein), and a reference to an Article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act;
- (b) a **"subsidiary"** shall include a reference to a **"subsidiary"** and a **"subsidiary undertaking"** (each as defined in the Act) and a reference to a **"holding company"** shall include a reference to a **"holding company"** and a **"parent undertaking"** (each as defined in the Act);
- (c) a particular law or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, replacement or re-enactment from time to time before or after the date of these Articles and includes any subordinate legislation for the time being in force made under it before or after the date of these Articles and any statute, statutory provision or subordinate legislation that it amends or re-enacts;
- (d) a document or agreement or any provision of a document or agreement (including these Articles) includes a reference to that document or agreement (or provision of that document or agreement) as in force for the time being and as amended from time to time in accordance with its terms;
- (e) an **"amendment"** includes references to a novation, re-enactment, supplement or variation (and **"amended"** shall be construed accordingly);
- (f) a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (g) a **"company"** (other than the Company) shall include a reference to any company, corporation or other body corporate, wherever and however incorporated or established; and
- (h) a **"person"** includes a reference to any individual, firm, partnership, unincorporated body or association, body corporate, government, state, agency of state or any undertaking, whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists.

2.3 In these Articles, words importing the singular include the plural and vice versa and words importing a gender include every gender. Any phrase introduced by the terms **"including"**, **"in particular"** or other similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

- 2.4 The headings used in these Articles are for convenience only and do not affect their interpretation.

3 LIABILITY OF MEMBERS

- 3.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while they are a member or within one year after they cease to be a member, for:

- (a) payment of the Company's debts and liabilities contracted before they cease to be a member;
- (b) payment of the cost, charges and expenses of winding; and
- (c) adjustments of the rights of the contributories among the Unitholders.

4 OBJECTS

- 4.1 The Company's objects are:

- (a) to buy, lease or otherwise acquire and deal with the Managed Property and any rights or privileges of any kind over and in respect of the Managed Property and to improve, manage, develop, construct, sell, lease, mortgage, charge, surrender and otherwise dispose of or otherwise deal with all or any part of the Managed Property and any and all rights of the Company;
- (b) to repair, maintain, inspect and as necessary reinstate or renew the Managed Property at the Estate;
- (c) to collect all rents, rent charges, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property at the Estate or any part of it;
- (d) to provide services of every description in relation to the Managed Property at the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and to enter into contracts with builders, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- (e) to insure against any risks for which the Company may be liable whether in respect of the Managed Property or otherwise and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against; and
- (f) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

- 4.2 The income of the Company, from wherever derived, shall be applied solely in promoting the Company's objects, and, save on a winding up of the Company, no distribution shall be made to its members in cash or otherwise.

5 DIRECTORS' AUTHORITY

The Directors have control over the affairs and property of the Company and are responsible for management of the Company's business. The Directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 4.1.

6 PROCEEDINGS OF DIRECTORS

- 6.1 Unless otherwise determined by members by ordinary resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 6.2 Subject to Article 6.3, notwithstanding the fact that a proposed decision of the Directors concerns or relates to any matter in which a Director has, or may have, directly or indirectly, any kind of interest whatsoever, that Director may participate in the decision-making process for both quorum and voting purposes.
- 6.3 If the Directors propose to exercise their power under section 175(4)(b) of the Act to authorise a Director's conflict of interest, the Director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 6.4 Subject to the provisions of the Act, and provided that (if required to do so by the said Act) he has declared to the Directors the nature and extent of any direct or indirect interest of his, a Director, notwithstanding his office:
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested and whether as a director or other officer or an employee of the other party to the transaction or arrangement or otherwise;
 - (b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
 - (c) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (d) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.
- 6.5 A Director appointed pursuant to Article 9.1 may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in, the Founder who appointed him or any company that nominated that Founder to be a Founder (or any company which is for the time being a subsidiary or holding company of that Founder or the company that nominated that Founder to be a Founder or another subsidiary of such holding company) and no authorisation by the Directors or by the Company in general meeting shall be necessary in respect of such interest.
- 6.6 Any Director appointed pursuant to Article 9.1 shall be entitled from time to time to disclose to the Founder who appointed him such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.

6.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the these Articles or by Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

6.8 If and for so long as any Director who has been appointed pursuant to Article 9.1, remains in office on each vote on a resolution at meeting of the Directors (or any committee of Directors), every Director so appointed (present either in person or by a duly appointed alternate) shall be entitled to cast one vote and no other Directors shall be entitled to a vote on any such resolution nor shall the chairman have a casting vote. Model Articles 7 and 13 shall be modified and read accordingly.

7 UNANIMOUS DECISIONS

Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

8 QUORUM FOR DIRECTORS' MEETINGS

8.1 No business shall be transacted at any meeting of the Directors unless the requisite quorum is present at the commencement of the business and also when such business is voted upon.

8.2 Subject to Article 8.3, the quorum for a meeting of the Directors shall be two.

8.3 For such time as a Founder has appointed a Director pursuant to Article 9.1, there shall not be a quorum unless at least one Director appointed by such Founder is present (either in person or by a duly appointed alternate) at the meeting. If only one Director has been appointed pursuant to Article 9.1, such Director (present either in person or by a duly appointed alternate) shall be a quorum for any meeting of the Directors. Model Article 11(2) shall be modified and read accordingly.

9 APPOINTMENT OF DIRECTORS

9.1 If and for so long as a Founder is a member, such Founder shall have the right, exercisable from time to time and on more than one occasion, to appoint two persons to be Directors and, from time to time and on more than one occasion, to remove any such person appointed by it. Any person deemed to have been appointed as the first Directors on incorporation pursuant to Section 16(6) of the Act shall be deemed to have been appointed by the Founder pursuant to this article.

9.2 Any appointment or removal pursuant to Article 9.1 above shall be made by notice in writing to the Company. Such notice must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

9.3 Subject to section 168 of the Act, on any resolution to remove a Director appointed pursuant to Article 9.1 the Founder who appointed that Director shall be entitled to cast one vote more than 50 per cent of all the other votes exercisable in relation to such resolution and if any

such Director is removed pursuant to section 168 of the Act (or otherwise) that Founder may reappoint him or any other person as a Director.

9.4 Save for persons who are deemed to have been appointed as the first Directors on incorporation pursuant to section 16(6) of the Act, any person appointed by such first Directors and any person appointed pursuant to Article 9.1 above, no person who is not a member of the Company is eligible to hold office as a Director.

9.5 Any member of the Company who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

- (a) by ordinary resolution, or
- (b) by a decision of the Directors.

10 TERMINATION OF DIRECTOR'S APPOINTMENT

In addition to the events terminating a Director's appointment set out in Model Articles 18(a) to (c) inclusive and (f), a person ceases to be a Director as soon as:

10.1 that person is, or may be suffering from mental disorder and either:

- (a) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
- (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;

10.2 that person has for more than six consecutive months been absent without permission of the Directors from meetings of Directors held during that period and the Directors make a decision to vacate that person's office;

10.3 the Founder who appointed him ceases to be a member; or

10.4 he ceases to be a member.

11 SECRETARY

The Directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the Directors may be removed by them.

12 ALTERNATE DIRECTORS

12.1 Any Director (the "appointor") may appoint as an alternate any other Director, or any other member approved by a decision of the Directors, to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities, in relation to the taking of decisions by the Directors in the absence of the alternate's appointor.

- 12.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors. The notice must:
- (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.
- 12.3 An alternate director has the same rights to participate in any Directors' meeting or decision of the Directors reached in accordance with Model Article 8, as the alternate's appointor.
- 12.4 Except as these Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be Directors;
 - (b) are liable for their own acts or omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors.
- 12.5 A person who is an alternate director but not a Director:
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - (b) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one Director for such purposes.

- 12.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
- 12.7 Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".
- 12.8 An alternate director's appointment as an alternate terminates:
- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as a Director;
 - (c) on the death of his appointor;
 - (d) when his appointor's appointment as a Director terminates; or when he ceases to be a member.

13 MEMBERSHIP

- 13.1 Save as otherwise provided in this Article 13, no persons other than Unitholders may be registered as members of the Company.
- 13.2 The Founder shall be a member of the Company and shall remain as a member until its membership is terminated in accordance with Article 13.3 below. The Founder may nominate any person to succeed him as a member of the Company and any person so nominated (other than a Unitholder) shall have the same power to nominate a person to succeed him as if he had been a Founder.
- 13.3 A Founder shall, if not itself a Unitholder, cease to be a member:
- (a) as soon as Unitholders for all the Units have become members; or
 - (b) as soon as the Company receives written notice from such Founder stating that it is withdrawing from membership of the Company, such withdrawal to take effect of the date that is seven days after the date of such written notice.
- 13.4 Every Unitholder shall, on signing a written consent in accordance with Article 13.5 below, be entitled to be registered as a member of the Company. If two or more persons together constitute one Unitholder, they shall together constitute one member and the person first named in the register of members may exercise all voting and other rights and powers vested in that member to the exclusion of the other persons constituting the Unitholder.
- 13.5 The written consent referred to in Article 13.4 above shall be in the following form (or in a form as near to the following form as circumstances allow or in any other form which is usual or which the Directors may approve from time to time:)
- "To the Board of [redacted] Management Company Limited
- I/We, [name] of [address] am a qualifying Unitholder of [address of Unit] and wish to become a member of [redacted] Management Company Limited (the "Company") subject to the provisions of the articles of association of the Company and to any rules made under those Articles.
- I/We agree to pay the Company an amount of up to £1 if the Company is wound up while I am a member or for up to 12 months after I have ceased to become a member.
- Signed: [signature]
- Dated: [date]".
- 13.6 The Directors shall, upon being satisfied as to a person's application and entitlement to membership, register such person as a member of the Company.
- 13.7 Save as otherwise provided in this Article 13, membership of the Company shall not be transferable.
- 13.8 A member who at any time fails to satisfy the requirements for membership set out in Article 13.1 shall cease to be a member of the Company with immediate effect.
- 13.9 A mortgagee in possession is entitled to be registered as a member in place of a Unitholder on serving a notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that Unitholder's Unit and an official copy of the Charges Register of Title to the Unit showing the mortgagee in possession as

the registered proprietor of the charge under which possession was taken. On service of such notice and accompanying documents, the Unitholder shall cease to be a member of the Company and the mortgagee in possession shall be entered in the Register of Members of the Company in place of that Unitholder.

13.10 If a member dies or is adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a Unitholder.

13.11 A member may not resign as a member while holding, whether alone or jointly with others, any interest in any Unit. A member's membership of the Company arising from their interest in a Unit shall only terminate on the disposal by them of their interest in that Unit and the registration of the immediate successor to their interest in the Unit as a member of the Company.

14 WRITTEN RESOLUTION OF MEMBERS

14.1 Subject to Article 14.2, a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.

14.2 The following may not be passed as a written resolution and may only be passed at a general meeting:

- (a) a resolution under section 168 of the Act for the removal of a Director before the expiration of his period of office; and
- (b) a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.

14.3 Subject to Articles 14.4 and 14.7, on a written resolution every member has one vote in respect of each Unit in which that member has a freehold interest.

14.4 If and for so long as a Founder is a member, on a vote on a resolution by a written resolution such Founder shall be entitled to cast one vote, and no other members shall be entitled to vote on any such resolution.

14.5 Following the last Founder ceasing to be a Member or where the Founder (being a member) has waived the application of Article 14.4 above, (subject to Article 14.6 below) on a vote on a resolution by written resolution each member shall be entitled to cast one vote in respect of each Unit of which he is the holder.

14.6 No member may vote on a written resolution unless all moneys currently due and payable by that member to the Company howsoever arising have been paid.

14.7 If no Unitholder exists in respect of a Unit, those members who are subscribers to the memorandum of association or who became members as a result of having been nominated under Article 13.2 above or, if there is only one such member or person nominated under Article 13.2 above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have on a written resolution, eight votes in respect of every such Unit in addition to their own vote or votes as members.

15 NOTICE OF GENERAL MEETINGS

15.1 Every notice convening a general meeting of the Company must comply with the provisions of:

- (a) section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
- (b) section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies.

- 15.2 Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the Directors and to the auditors (if any) for the time being of the Company.

16 QUORUM AT GENERAL MEETINGS

- 16.1 If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by proxy or (in the event that the member is a corporation) by a duly appointed corporate representative, is a quorum.
- 16.2 If and for so long as a Founder is a member, one such Founder present in person or by proxy or by a duly appointed corporate representative shall be a quorum. A quorum shall not be present at any general meeting unless such Founder is present at such meeting by proxy or by a duly appointed corporate representative.
- 16.3 Following the last Founder ceasing to be a member, if and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum.
- 16.4 Model Article 27(1) is modified by the addition of a second sentence as follows:

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

17 VOTING AT GENERAL MEETINGS

- 17.1 If and for so long as a Founder is a member, on a vote on a resolution at a general meeting on a show of hands or on a poll such Founder (present by proxy or by corporate representative) shall be entitled to cast one vote, and no other members shall be entitled to vote on any such resolution at a general meeting. Model Articles 23(1) and (2) shall be modified and read accordingly.
- 17.2 Following the last Founder ceasing to be a Member or where the Founder (being a member) has waived the application of Article 17.1 above, (subject to Articles 17.3 and 17.4 below) on a vote on a resolution at a general meeting on a show of hands or on a poll each member present in person, by proxy or (being a corporation) by corporate representative shall be entitled to cast one vote in respect of each Unit of which he is the holder.
- 17.3 No member may vote on a resolution in general meeting unless all moneys currently due and payable by that member to the Company howsoever arising have been paid.
- 17.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

18 DELIVERY OF PROXY VOTES

Model Article 31(1) is modified, such that a "proxy notice" (as defined in Model Article 31(1)) and any authentication of it demanded by the Directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

19 COMMUNICATIONS

19.1 Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.

19.2 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

19.3 If the Company sends or supplies notices or other documents by:

- (a) first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting;
- (b) electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied; and
- (c) means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

For the purposes of this Article 19.3, no account shall be taken of any part of a day that is not a working day.

20 COMPANY SEALS

20.1 Model Article 35(1) is modified, such that any common seal of the Company may be used by the authority of the Directors or any committee of Directors.

20.2 Model Article 35(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:

- (a) one authorised person in the presence of a witness who attests the signature; or
- (b) two authorised persons".

21 RULES

21.1 The Directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership. In particular, and without prejudice to the generality of the foregoing, the Directors may make rules regulating:

- (a) the conduct of members of the Company in relation to one another, and to the Company's officers and employees;
- (b) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- (c) the procedure at general meetings and meetings of the Directors and committees of the Company (in so far as such procedure is not governed by these Articles); and
- (d) any and all other matters as are commonly the subject matter of company rules.

21.2 The Directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article 21.

21.3 Any rules made by the Directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force.

21.4 The Company in general meeting may alter or repeal any rules made by the Directors in accordance with this Article 21.

21.5 Nothing in this Article 21 permits the Directors to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Act applies.

22 EXPENSES

The Directors may establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred or to be incurred in the implementation of the Company's objects and may require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the members shall approve by ordinary resolution and the Directors may invest and deal in and with such moneys not immediately required in such manner as the Directors may from time to time determine.