

End Note for S106 Instructions

1. Details

Service Area	<i>Affordable Housing</i>
Requesting Officer	<i>Alison Smithen</i>
Date	<i>10/04/2025</i>
Planning Application No.	<i>250517</i>

2. Financial Obligations

Please complete a table for each financial S106 obligation requested:

Description of works/services to be funded including relevant drawing/number (if appropriate)	<i>N/A</i>
Full cost breakdown (including full contingencies)	<i>N/A</i>
Details of who has undertaken the costing exercise	<i>N/A</i>
Is the amount requested intended to fully or partially fund the relevant project (provide details)	<i>N/A</i>
Details to demonstrate the contribution is: - necessary to make the development acceptable in planning terms - directly related to the development - fairly and reasonably related in scale and kind to the development	<i>N/A</i>
Team / officer responsible for spending the S106 funds	<i>N/A</i>
When contribution is needed by (payment trigger)	<i>N/A</i>
Date works/services are needed by (WBC delivery)	<i>N/A</i>

Description of works/services to be funded including relevant drawing/number (if appropriate)	
Full cost breakdown (including full contingencies)	<i>N/A</i>
Details of who has undertaken the costing exercise	<i>N/A</i>
Is the amount requested intended to fully or partially fund the relevant project (provide details)	
Details to demonstrate the contribution is: - necessary to make the development acceptable in planning terms - directly related to the development - fairly and reasonably related in scale and kind to the development	
Team / officer responsible for spending the S106 funds	
When contribution is needed by (payment trigger)	
Date works/services are needed by (WBC delivery)	

3. Non-Financial Obligations

Please complete a table for each non-financial S106 obligation requested:

Description of S106 non-financial obligation required including relevant drawing (if appropriate)	<i>Affordable Housing – 168 units</i>
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	<i>To meet the requirements of Policy CP5 of the Core Strategy, a minimum of 40% of the total number of units (net) should be provided as affordable housing. This equates to 168 units of an overall 420 dwellings.</i> <i>We would request units of affordable housing with a bedroom mix of:</i> <i>20% x 1 bedroom flats = 34 (3 x 1 bed flats(M4(3)))</i> <i>15% x 2 bedroom flats = 25</i> <i>30% x 2 bedroom houses = 50</i> <i>20% x 3 bedroom houses = 34</i> <i>15% x 4 + bedroom houses = 25</i> <i>We would request the following tenure mix:</i> <i>70% x Social rent = 118</i> <i>30% x Shared Ownership = 50</i>
Details to demonstrate the contribution is: - necessary to make the development acceptable in planning terms - directly related to the development - fairly and reasonably related in scale and kind to the development	<i>The threshold for affordable housing within a Modest Development Location is 5 dwellings or more for residential sites of 0.16 hectares or larger. The site exceeds this threshold and therefore there is a requirement for the provision of affordable housing.</i>
Team / officer responsible for monitoring the progress of the S106 non-financial obligation	<i>Strategic Housing Team (Alison Smithen) & S106 Monitoring Officer (Tolu Onabanjo)</i>
S106 trigger date/s for non-financial obligation	<i>Terms of Offer</i> <i>The Affordable Housing Dwellings shall be transferred</i> <i>1.1 with vacant possession</i> <i>1.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owners title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer</i> <i>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</i> <i>1.4 with full title guarantee and</i> <i>1.5 cleared of debris and building materials</i> <i>1.6 with all necessary rights of access and services</i> <i>Price</i> <i>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</i>

	<i>Affordable Housing Dwellings without the need for public subsidy.</i> Costs 3. <i>Each party shall bear its own costs of negotiation and exchange of contracts.</i> Rights 4. <i>The provisions of Part 2 of this Schedule shall apply to the transfer of any Affordable Housing Dwelling.</i> Exchange of Contracts 5. <i>Following the written acceptance of an offer by the Preferred Registered Provider or an Approved Registered Provider the Affordable Housing Dwellings shall be exchanged between the two parties within 56 days following such written acceptance (or such longer period as may be required by the Preferred Registered Provider or the Approved Registered Provider but in any event not exceeding 90 days).</i> Occupation of the Affordable Housing Dwellings 6. <i>The Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within (eight) 8 weeks of the transfer of the Affordable Housing Dwellings [within a phase] to the Preferred Registered Provider or the Approved Registered Provider the Owner shall procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nominations Agreement and deliver the same to the Council.</i> Affordable Housing Mortgagee Sale Provision 7. <i>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</i>
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	<i>persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:</i> <i>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 make reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings 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</i> <i>7.2 If such disposal has not completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.</i>
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Description of S106 non-financial obligation required including relevant drawing (if appropriate)	
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Team / officer responsible for monitoring the progress of the S106 non-financial obligation	
S106 trigger date/s for non-financial obligation	