

Dated 4th November 2022

WOKINGHAM BOROUGH COUNCIL (1)

AND

BERNARD EDWIN PERIES AND ANN-MARIE PERIES (2)

AND

GARY PAYNE AND DEBRA JANET PAYNE (3)

AND

BEAULIEU HOMES SOUTH LIMITED (4)

AGREEMENT

pursuant to

**Section 106 of the Town and Country Planning
Act 1990 relating to land to the west of St
Anne's Drive and south of London Road,
Wokingham RG40 1PB**

PLANNING APPLICATION: 203544



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THIS DEED is dated 4th November 2022

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Officers, Shute End, Wokingham, Berkshire RG40 1BN (the "**Council**");
- (2) **BERNARD EDWIN PERIES AND ANN-MARIE PERIES** of Greenacres, St Annes Drive, Wokingham RG40 1PB (the "**First Owner**");
- (3) **GARY PAYNE AND DEBRA JANET PAYNE** of Greenland, Sheepwash Lane, Waterlooville PO7 6TU (the "**Second Owner**");
- (4) **BEAULIEU HOMES SOUTH LIMITED** (Co. Reg. No. 08032082) of 79 Kentons Lane, Windsor, Berkshire SL4 4JH (the "**Developer**");

And the Council the First Owner the Second Owner and the Developer shall be known together as "the Parties"

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated and is the freehold owner of that part of the Site registered at the Land Registry under Title Number BK415490.
- (B) The First Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Numbers BK90319, BK42312 and BK409351.
- (C) The Second Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number BK46063.
- (D) The Developer submitted the Planning Application for the proposed Development, the Council refused to grant planning permission for the Planning Application and the Developer submitted the Appeal.
- (E) the Parties have given due consideration to the provisions of Regulation 122 of the 2010 Regulations and to the advice set out in Paragraph 57 of the NPPF and acknowledge that the Development forms part of the wider development of the SWSDL and that the obligations created by this Deed are:

- (a) necessary to make the Development acceptable in planning terms,

(b) directly related to the Development, and

(c) fairly and reasonably related in scale and kind to the Development

and are therefore capable of constituting reasons for granting planning permission in accordance with Regulation 122(2) of the 2010 Regulations.

- (F) In the event the Secretary of State grants the Appeal the obligations in this Deed will become binding and enforceable by the Council.
- (G) The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and their successors in title.
- (H) The parties have agreed that on completing the necessary section 38 agreement or agreements pursuant to the Highways Act 1980 (as amended) ("Highways Act") and all other enabling powers in accordance with paragraph 4 of Schedule 2 of this Deed the Advanced Payment Code bond will no longer have effect pursuant to Section 219(4)(d) of the Highways Act.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed:

2010 Regulations means the Community Infrastructure Regulations 2010 (as amended)

Act means the Town and Country Planning Act 1990 (as amended from time to time);

Affordable Housing means 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 costs and their incomes such housing being provided in conformity with the advice contained in the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government;

Affordable Housing Mix	means the housing mix for the Affordable Housing Units as agreed between the Council and the Owner and detailed on the Site Layout- Tenure Plan 650.020.007 Revision D at Appendix 9 of this Deed;
Affordable Housing Scheme	means a scheme which accords with paragraph 1.1 of Schedule 2 of this Deed setting out the location mix tenure type and design of each Affordable Housing Unit (or such amended scheme as may be agreed in writing between the Council and the Owners from time to time);
Affordable Housing Unit	means each and every affordable housing unit to be constructed pursuant to the Development as part of the Affordable Housing Scheme and Affordable Housing Mix and " Affordable Housing Units " shall be construed accordingly;
Allotment Contribution	means the sum of £20,220 (twenty thousand two hundred and twenty pounds) Index Linked payable by the Owner to the Council for the provision and/or enhancement of allotments within the following electoral wards Evendons, Westcott, Emmbrook, Norreys, Winnersh and Hurst within the Council's administrative area;
Appeal	means the appeal lodged with the Secretary of State by the Developer against the refusal by the Council to grant planning permission following the Planning Application and allocated reference number APP/X0360/W/22/3297645;
Base Rate	means the Bank of England standard base rate;
Biodiversity Net Gain Baseline	means the baseline of biodiversity net gain to be established through the submission to the Council of the Biodiversity Net Gain Assessment subject to the

approval of the Council (acting reasonably) and which may be expressed in Biodiversity Net Gain Units;

Biodiversity Net Gain Contribution means such sum (if any) calculated by multiplying the Biodiversity Net Gain Shortfall by the Biodiversity Net Gain Unit Price;

Biodiversity Net Gain Shortfall means the number expressed in Biodiversity Net Gain Units and/or part of a Biodiversity Net Gain Unit by which the projected Biodiversity Net Gain Units and/or part of a Biodiversity Net Gain Unit is less than the Biodiversity Net Gain Target for the Site to be assessed and calculated by the Council pursuant to the discharge of planning condition 15 of the Planning Permission;

Biodiversity Net Gain Target means the Biodiversity Net Gain Baseline expressed in Biodiversity Net Gain Units plus 10% (ten percent);

Biodiversity Net Gain Unit means a unit of biodiversity net gain or part thereof calculated by applying the Biodiversity Metric 3.0 and Biodiversity Net Gain Units shall be interpreted accordingly;

Biodiversity Net Gain Unit Price means the sum of £20,000 (twenty thousand pounds) per Biodiversity Net Gain Unit and calculated on proportionate basis for any fraction or part thereof to the nearest pound;

Bracknell Forest Borough Council Monitoring Fee means the sum of £480.00 (four hundred and eighty pounds);

Bus Transport Contribution means the sum of £35,856 (thirty five thousand eight hundred and fifty six pounds) Index Linked payable by the Owner to the Council towards the provision of

additional bus services and infrastructure on the A329 and A321 transport corridors (calculated at £664 per dwelling);

Commencement of Development	means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act (and the phrase " Commence Development " shall be construed accordingly) but disregarding for the purposes of this Deed and for no other purpose, the following operations: site clearance save for any felling of or works to individual trees or groups of trees subject to the protection of a tree preservation order; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences, signage and hoardings around the Site;
Contributions	means all of the financial contributions payable under the terms of this Deed described as follows: Allotment Contribution, Bus Transport Contribution, Employment Skills Contribution, My Journey Contribution, Public Open Space Maintenance Contribution, SAMM Contribution, SANG (Bracknell Forest Borough Council) Contribution, SANG (Keephatch Meadows) Contribution, Sports Hub Contribution, Strategic Highways Improvements Contribution and Biodiversity Net Gain Contribution
Core Strategy	means the Adopted Core Strategy Development Plan Document which forms part of the Development Plan for the Borough of Wokingham and was adopted by the Council in January 2010;
Default Interest Rate	means 4% per annum above the Base Rate (subject to a lower ceiling of 0% on the Base Rate);

Development means the erection of 54 units (including 19 affordable homes) with associated access from St Anne's Drive, landscaping and open space;

Development Plan means the meaning ascribed to it in section 38(3) of the Planning and Compulsory Purchase Act 2004;

Dwelling means any dwelling (including a house, flat or bungalow) permitted to be constructed pursuant to the Planning Permission and "**Dwellings**" shall be construed accordingly;

Employment Skills Contribution means the sum of £15,000 Index Linked (fifteen thousand pounds) payable by the Owner to the Council (which has been calculated by the Council using the formula set out below) 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:

$4 \times £3,750 = \text{Employment Skills Contribution}$ a total of 4 'employment targets' are generated by the proposed development (these being 2 x apprenticeship starts and 2 x jobs created)

To be spent on supporting employment, training, apprenticeships and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham.

Prior to Commencement of Development the Owner will either: pay to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements of the Employment Skills Plan are

thereby discharged in full); or shall submit to the Council an Employment Skills Plan to be approved in writing by the Council, which will require the delivery of 5 community skills support activities, 2 apprenticeship starts and 2 jobs created.

These targets have been arrived at in the following way:

- 1) The Council has multiplied the interior floor space of 5525.7m² by £1,025, which is the cost of construction per square metre as set out by "Building Cost Information Service" of RICS.
- 2) Therefore the estimated value of the construction for this Planning Application is £5,663,842.50.
- 3) This value of construction is between £3.5 and £6m and therefore falls into band 2 in the "National Skills Academy for Construction" (NSAfc) benchmarks.

Developments in this "band" are required to deliver 5 community skills support activities, 2 apprenticeship starts and 2 jobs created.

See the bands set out in the calculation table attached at Appendix 2 ('the bands') (see calculation table at Appendix 2);

Employment Skills Plan means a site specific plan which includes:

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 and contractors and

a supporting method statement to accompany the plan,

both of which are to be submitted by the Owner to the Council for approval (such approval not to be unreasonably withheld or delayed) in writing within 10 Working Days of the date of this Deed and which shall provide for five (5) community skills support activities, two (2) apprenticeship starts and the creation of two (2) jobs;

Estate Roads

means the estate roads comprising highway carriageway shaded yellow footway shaded grey and highway verge shaded green on the plan numbered 1000 revision 27.09.22 at Appendix 8 of this Deed;

Final Certificate

means a certificate to be issued by the Council on expiration of the Public Open Space Maintenance Period when the Public Open Space has been maintained to the reasonable satisfaction of the Council;

Footpath Works

means work relating to the upgrading of a footpath within Buckhurst Meadow SANG that provides a connection between the Development and William Heelas Way, Wokingham and which shall be constructed in accordance with the Footpath Works Scheme approved by the Council pursuant to Schedule 2 paragraph 3 of this Deed;

**Footpath Works
Maintenance Sum**

means the sum of £34,815.00 (thirty four thousand eight hundred and fifteen pounds) index linked and to be paid by the Owner to the Council to maintain the Footpath Works once completed

**Footpath Works
Scheme**

means a scheme detailing how the Footpath Works will be carried out and maintained and which sets out the detailed technical specification of all the works to be carried out as part of the Footpath Works such scheme

shall for the avoidance of doubt provide amongst other things;

- a footpath of a minimum width of 2 metres;
- surfaced with a flexible bonded aggregate;
- and
- constructed along a route indicated with a blue dotted line on drawing 650.20.065 Connectivity, Pedestrian Movement & Desire Lines at Appendix 4 of this Deed;

Highways Bond mean the sum of £580,378 (five hundred and eighty thousand three hundred and seventy eight pounds);

Highways Inspection and Supervision Fee means the sum of £58,037 (fifty eight thousand and thirty seven pounds);

Homes England means the Homes and Communities Agency trading as Homes England as established under the Housing and Regeneration Act 2008;

Housing Allocations Policy means the prevailing Council policy which sets out eligibility for households on the Council's housing register;

Index means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or any successor index;

Index Linked means that the sum of money payable to the Council and as the case maybe the Management Company as Contributions or Maintenance Sums (if any) 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 Relevant Amount = the payment to be Index Linked

A = the figure for the Index which is 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

PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable under this Deed

(It should be noted that the Index presents forecast figures, which are updated and finalised periodically. If the published Index figure to be applied has not been finalised (firmed up) then the forecast figure will be used);

Interest Bearing Account means an interest bearing account with a major clearing bank which attracts a rate of interest and which is on terms which would be acceptable to a reasonably prudent local authority;

Keephatch Beech Section 106 Agreement means an agreement pursuant to Section 106 of the Act and all other enabling powers dated 25 March 2015 between (1) Wokingham Borough Council (2) Sustainable Land PLC (3) Ashdale Land and Property Company Limited (4) Beaulieu Strategic Land Limited (5) William Alexander Palmer and David Charles Palmer (6) Timothy Scott Findlay (7) Shanly Developments Limited and (8) Bellway Homes Limited;

LLAP means a local landscaped area for play comprising a minimum of 324m² of activity zone otherwise constructed in accordance with the principles set out

in Fields in Trust's "Planning and Design for Outdoor Sport and Play" the location and boundaries of which are shown for indicative purposes edged blue on the Open Space Typology Plan drawing reference BOW_001 Revision A annexed to this Deed at Appendix 6;

Local Housing Allowance

means the allowance used to assess housing benefit entitlement for people on a low income renting from a private landlord in the vicinity;

Management Company

means an incorporated body limited by shares or guarantee whose objects include the proper management and performance or procuring the performance of the Management Company Responsibilities;

Maintenance Sums

means the Footpath Works Maintenance Sum;

Management Company Responsibilities

means the maintenance of the Public Open Space over the lifetime of the Development to a comparable standard achieved on the issue of the Final Certificate and to maintain the surface the drainage and lighting of the Private Street to a standard commensurate with its use over the lifetime of the Development by diligently applying monies received by the Management Company for those purposes including applying the Public Open Space Maintenance Contribution solely to maintain the Public Open Space;

Market Housing Unit

means each and every Dwelling (other than an Affordable Housing Unit) to be constructed pursuant to the Development;

Monitoring Fee

means 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 total sum of £8,906.00;

Monitoring Officer means the planning officer or other officer from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act;

My Journey means 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 means the sum of £28,080 (twenty eight thousand and eighty pounds) Index Linked payable by the Owners to the Council towards the implementation of the My Journey initiative at the Development (calculated at £520 per dwelling);

Nomination Agreement means an agreement substantially in the form of the draft Nomination Agreement annexed hereto at Appendix 7 (unless otherwise agreed by the Council in writing) by which the Council may nominate tenants for the Affordable Housing Units;

National Planning Policy Framework (NPPF) means the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government (first published on 27 March 2012 and updated on 20 July 2021) as amended from time to time;

Occupation means first occupation for the beneficial use of the Dwellings and for the avoidance of doubt excludes occupation for fitting out and use of the Dwellings for show homes or marketing purposes and reference to "**Occupied**" and "**Occupy**" shall be construed accordingly;

Owner	means together the First Owner and the Second Owner;
Plan	means the plan numbered LP-01 attached at Appendix 1;
Planning Application	means the application for full planning permission registered by the Council on 18 December 2020 with reference number 203544;
Planning Permission	means the planning permission to be granted pursuant to the Planning Application;
Preferred Registered Provider	means Wokingham Housing Limited or any one of the Registered Providers contained on the Registered Provider Partner List or their respective successors and permitted assigns;
Private Street	means a private street shaded blue on the plan numbered 1001 revision 27.09.22 at Appendix 5 of this Deed;
Provisional Certificate	means a certificate or certificates which is/are issued by the Council when it is satisfied that the Public Open Space (or part thereof) has been provided laid out and landscaped in accordance with the Public Open Space Scheme;
Public Open Space	means the public open space including a play area to be provided and laid out as open space for public use in accordance with the Planning Permission and the provisions set out in Schedule 2 of this Deed and shown for indicative purposes edged in yellow, blue and pink on plan with reference Open Space Typology Plan Bow_001 Revision A at Appendix 6;
Public Open Space	means the sum of £143,435.00 (one hundred and forty three thousand four hundred and thirty five pounds)

Maintenance Contribution Index Linked payable by the Owner to the Management Company for the ongoing maintenance and management of the Public Open Space which is made up of the following:

- Parks and gardens: £75,790.00 (seventy five thousand seven hundred and ninety pounds);
- Amenity greenspace: £12,954.00 (twelve thousand nine hundred and fifty four pounds); and
- Children and young people play area (including LLAP): £54,691.00 (fifty four thousand six hundred and ninety one pounds);

Public Open Space Maintenance Period means a period of twelve months from the date of issue of the Provisional Certificate for the Public Open Space or such other period as may be agreed in writing by the Owner and the Council;

Public Open Space Management Plan means a plan establishing the long term management and maintenance of the Public Open Space (in accordance with the approved details pursuant to condition 15 of the Planning Permission);

Public Open Space Scheme means a scheme:

- i. detailing how the Public Open Space will be laid out constructed;
- ii. which sets out the detailed technical specification of all the works to be carried out on the Public Open Space (in accordance with details approved pursuant to condition 14 of the Planning Permission);

Registered Provider means either a Preferred Registered Provider or a provider of social housing within the meaning of section 80 of the Housing and Regeneration Act 2008 which is registered as a provider of social housing with the Regulator of Social Housing and which has first been approved by the Council (such approval not to be unreasonably withheld or delayed);

Registered Provider Partner List means the Council's list of Registered Provider partners as amended from time to time but which at the date of this Deed comprises the following:

i.	Catalyst Housing Limited
ii.	Sovereign Housing Association Limited
iii.	Housing Solutions Limited
iv.	Thames Valley Metropolitan Housing Association
v.	Loddon Homes Limited
vi.	Silva Homes Limited
vii.	Vivid
viii.	Southern Housing Group

Regulator of Social Housing means the Regulator of Social Housing created pursuant to the Housing and Regeneration Act 2008 which regulates and registers providers of social housing;

RP Mortgagee means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

**SAMM
Contribution**

means the sum of £47,538 (forty seven thousand five hundred and thirty eight pounds) Index Linked payable by the Owner to the Council towards the management and monitoring of strategic access to the Thames Basin Heaths Special Protection Area;

The level of contributions is calculated on a per bedroom basis. The application for this development is for 6 no. 1 bedroom dwellings, 9 no. 2 bedroom dwellings, 19 no. 3 bedroom dwellings, 20 no. 4 bedroom dwellings.

The level of contribution in relation to both SANGs depends on the dwelling mix of the 54 no. dwellings and is proposed as set out in the table below:

No. of bedrooms	SAMM Contribution 5km	Aggregate SAMM Contribution
1 bedroom	£489.00	6 x £489.00 = £2,934.00
2 bedrooms	£681.00	9 x £681.00 = £6,129.00
3 bedrooms	£905.00	19 x £905.00 = £17,195.00
4 bedrooms	£1,064.00	20 x £1,064.00 = £21,280.00
5+ bedrooms	£1,153.00	£0
Total SAMM Contribution		£47,538.00

**SANG (Bracknell
Forest Borough
Council)
Contribution**

means the sum of £81,498 (eighty one thousand four hundred and ninety eight pounds) payable by the Owner to the Council for the SANG capacity at the SANG known as Piglittle Field SANG or an alternative SANG capable of serving twelve (12) dwellings forming part of the Development as SANG (of which six (6) are 3-bed dwellings and six (6) are 4-bed

dwellings) within the authority boundary of Bracknell Forest Borough Council;

The development will result in a net increase of 54 no dwellings with the following dwelling mix: 6 no. 1 bedroom dwellings, 9 no. 2 bedroom dwellings, 19 no. 3 bedroom dwellings, 20 no. 4 bedroom dwellings.

The level of SANG contribution in relation to Piglittle Field SANG (or an alternative SANG capable of serving the site) depends on the dwelling mix of the 12 no. dwellings and is proposed as set out below:

No. of bedrooms	SANG Contribution 5km	Aggregate SANG Contribution
1 bedroom	£4,568.00	£0
2 bedrooms	£5,412.00	£0
3 bedrooms	£6,408.00	6 x £6,408.00 = £38,448.00
4 bedrooms	£7,175.00	6 x £7,175.00 = £43,050.00
5 bedrooms	£8,324.00	£0
Total SANG Contribution		£81,498.00

SANG (Keephatch Meadows) Contribution means the sum of £42,400 (forty two thousand four hundred pounds) Index Linked payable by the Owner to the Council set works required to bring up the standard of the SANG known as Keephatch Meadows to provide capacity for 42 dwellings;

Explanatory note:

The proposal Site is located approximately 1 km from the existing Keephatch Meadows SANG, which was created to provide SANG land for North Wokingham Strategic Development Location to mitigate the impact of the Development within SWSDL. capacity exists within Keephatch Meadows SANG in respect of 42 Dwellings out of the 54 Dwellings proposed. The

Keephatch Meadows SANG has a car park and is of a size such that the catchment area for this SANG includes the Site. The works to Keephatch Meadows SANG as identified in the table below will ensure that that the existing notional capacity does not require discounting for any criteria shortfall and as such will ensure that the required SANG capacity will be available.

	Item	Cost
1	Whips planting and soil preparation	£20,000
2	3 year maintenance	£14,000
3	Footpath	£2,000
4	Ponds planting, inc. wire/dead hedge	£3,600
5	Predator/owl boxes	£1,500
7	2 benches	£1,300
	Total:	<u>£42,400</u>

Secretary of State means the Secretary of State for Levelling Up, Housing and Communities from time-to-time and which term shall include any inspector appointed on their behalf to determine the Appeal;

Shared Ownership Housing means housing provided by a Registered Provider, the where the occupier is initially offered a 35% share in the property (with the option of purchasing a greater share either at that time or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity;

Shared Ownership Lease means a lease in the form or substantially in the form of the Homes England model form from time to time or in such other form as shall be approved by the Council such approval not to be unreasonably withheld or delayed;

Shared Ownership Lessee means a lessee of a Shared Ownership Unit;

Shared Ownership Unit means Affordable Housing provided by a Registered Provider in accordance with this First Schedule and let on a shared equity basis in accordance with the Nomination Agreement and to the extent relevant the Housing Allocations Policy pursuant to a shared ownership lease in the form of the Homes England model lease for shared ownership where:

- the initial percentage of equity sold is 35% which shall be calculated with the intention that Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices; and
- rent on unsold equity is initially set at no more than 1.5%;
- charges for services are levied in accordance with the good practice guidance issued by the Regulator of Social Housing;
- unless otherwise agreed in writing by the Council staircasing will be capped at 80% in perpetuity unless the Registered Provider undertakes in writing to repurchase for the purposes of shared ownership any Shared Ownership Unit where staircasing has exceeded 80% at the time such unit comes to be sold in accordance with the Homes and Communities Agency's protected areas guidance;

Site means land to the west of St Anne's Drive and south of London Road, Wokingham RG40 1PB against

which this Deed is enforceable and as shown edged red on the Plan;

Social Rent Unit means an affordable housing unit owned by a local authority or private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the local authority or with the Homes England;

Social Rented Housing means housing owned by Registered Providers for which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council or with the Homes and Communities Agency;

Sports Hub Contribution means the sum of £175,824.00 (one hundred and seventy five thousand eight hundred and twenty four pounds) Index Linked and payable by the Owner to the Council towards the provision of facilities supporting sports at Gray's Farm, Wokingham (calculated at £2,347 per Dwelling index linked from the date of the Keephatch Beech Section 106 Agreement);

Strategic Highways Improvements Contribution means the sum of £305,970 (three hundred and five thousand nine hundred and seventy pounds) Index Linked and payable by the Owner to the Council representing their proportionate contribution to the highway works associated with the SWSDL (calculated in accordance with Appendix 3 of this Deed);

SWSDL means the South Wokingham Strategic Development Location, as identified in the Core Strategy;

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

Wokingham Housing Limited means a Council owned company whose purpose includes ownership and management of Affordable Housing

Working Day means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.7 References to clauses and schedules are to the clauses and schedules of this Deed.
- 1.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to the provisions of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that

they bind the interests held by those persons in the Site and their respective successors and assigns.

- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the Act.

3 CONDITIONALITY

- 3.1 Clauses 2, 3, 6.1, 7, 10, 11, 13, 14, 17.1, 18, 20, 21, 22 and 23 of this Deed shall take effect on the date hereof.
- 3.2 The remainder of this Deed is conditional on the grant and issue of the Planning Permission and Commencement of Development.

4 OWNER'S COVENANTS

- 4.1 The Owner covenants and agrees with the Council with the intent to bind the Site; and:
- (a) To give the Council written notice at least 15 Working Days before the following:
 - (i) the date of Commencement of Development;
 - (ii) the first Occupation of a Dwelling;
 - (iii) Occupation of the 15th Dwelling;
 - (iv) Occupation of the 20th Dwelling;
 - (v) Occupation of the 30th Dwelling;
 - (vi) Occupation of the 14th Market Housing Unit; and
 - (vii) Occupation of the 21st Market Housing Unit
 - (b) To carry out the Development in a manner consistent with the provisions of the Planning Permission unless otherwise agreed in writing by the Council; and

- (c) To observe and perform the covenants, restrictions and obligations contained in this Deed and in the Schedules to this Deed.

5 COVENANTS BY THE COUNCIL

- 5.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 3.

6 BLUE PENCIL TEST

- 6.1 In the event that in determining the Appeal the Secretary of State expressly states in his or her decision letter:

- (a) That any of the planning obligations contained in this Deed (or any part of the said planning obligations) do not meet the statutory tests as set out in Regulation 122 of the Community Infrastructure Level Regulation 2010; and/or
- (b) That a condition upon the Planning Permission may be imposed instead of one or more of the planning obligations in this Deed,

Then such planning obligation(s) or part of such planning obligation(s) as is so identified by the Secretary of State (whichever may be the case) shall cease to have effect and for the avoidance of doubt the remaining provisions of this Deed shall have effect and remain fully enforceable.

7 CONFIRMATION OF INTEREST

- 7.1 The Owner hereby warrants and confirms that apart from the Parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

- 7.2 Until the covenants, restrictions and obligations in Schedules 1 and 2 have been complied with, the Owner will give to the Council within ten Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of

PROVIDED THAT this obligation shall not apply to any conveyance, transfer, lease, assignment, mortgage or other disposition of an individual Dwelling or to a statutory undertaker acquiring an interest in the Site for the purposes of its undertaking.

8 INDEXATION

- 8.1 All Contributions and Maintenance Sums, save for SANG (Bracknell Forest Borough Council) Contribution, payable to the Council shall be Index Linked.
- 8.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

9 RELEASE

- 9.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site, or parting with its interest in that part of the Site to which the relevant covenant, restriction or obligation relates, save in respect of any breach subsisting prior to parting with such interest.
- 9.2 Save in respect of the obligations relating to affordable housing set out in Schedule 2, this Deed shall not be enforceable against any owner or occupier of any Dwelling provided as part of the Development or any statutory undertaker acquiring an interest in the Site for the purposes of its undertaking or against their mortgagees, chargees or person deriving title from them.
- 9.3 Save in respect of the obligations relating to affordable housing set out in Schedule 2 and save as to the extent of their ownership paragraph 4.2 of Schedule 2 of this Deed shall not be enforceable against any Registered Provider who acquires an interest in the Site or against their mortgagees, chargees or person deriving title from them.

10 DETERMINATION OF DEED

- 10.1 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of sections 91, 92 and 93 of the Act or is revoked or modified in accordance with sections 97 to 100 inclusive of the Act without the consent of the Owners this Deed shall cease

to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach) with the exception of clause 13.

11 LOCAL LAND CHARGE

- 11.1 This Deed is a local land charge and shall be registered as such by the Council.

12 COUNCIL'S COSTS

The Owners shall pay to the Council on or before the date of this Deed:

- 12.1 the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed in the sum of £4,125.00 and
- 12.2 the Monitoring Fee as a contribution towards the Monitoring Officer of Wokingham Borough Council's costs of monitoring the implementation of this Deed.
- 12.3 the Bracknell Forest Borough Council Monitoring Fee as a contribution towards the Bracknell Forest Borough Council's costs of monitoring the implementation of the relevant part of this Deed.

13 INTEREST ON LATE PAYMENT

- 13.1 If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

14 DISPUTES

- 14.1 Any dispute, controversy or claim arising out of or relating to this Deed, including but not limited to any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;

- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

15 NO FETTER OF DISCRETION

- 15.1 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

16 WAIVER

- 16.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

17 AGREEMENTS AND DECLARATIONS

- 17.1 The parties agree that nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
- 17.2 Where the agreement, approval, consent or expression of satisfaction is required from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or unreasonably delayed.

18 NOTICES

18.1 Any notice or other communication to be given under this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service; or
- (c) by commercial courier.

18.2 Any notice or other communication to be given under this Deed must be sent to the relevant party (in the case of the Council to the Assistant Director, Place and Growth) at the address contained in the Deed or as otherwise specified by the relevant party by notice in writing to each other party.

18.3 Any notice or other communication given in accordance with this clause will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt PROVIDED THAT if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

19 CANCELLATION OF ENTRIES

19.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge when satisfied that such obligations have been performed in full.

- 19.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 9 (and subject to the payment of the Council's legal costs of £4,125.00) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

20 VALUE ADDED TAX

- 20.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
- 20.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

21 THIRD PARTY RIGHTS

- 21.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

22 JURISDICTION

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

SCHEDULE 1

Contributions

The Owner covenants with the Council as follows:

Allotment Contribution

- 1 To pay the Allotment Contribution prior to first Occupation and
- 2 Not to Occupy until the Allotment Contribution has been paid.

Bus Transport Contribution

- 3 To pay the Bus Transport Contribution prior to first Occupation; and
- 4 Not to Occupy until the Bus Transport Contribution has been paid.

Employment Skills Contribution/Plan

- 5 Prior to Commencement of Development either:
 - 5.1 to pay the Employment Skills Contribution (in which case the Council agrees that the requirements of the Employment Skills Plan are thereby discharged in full); or;
 - 5.2 to submit in writing 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 paragraph 6 shall apply and subject to paragraph 6 the obligation to pay the Employment Skills Contribution shall no longer apply);
- 6 In the event the Owner submits an Employment Skills Plan in accordance with paragraph 5.2 then:
 - 6.1 within 14 Working Days of receipt of written approval of the Employment Skills Plan by the Council the Owner shall initiate the discharge in full the requirement of the Employment Skills Plan in accordance with its requirements to the reasonable satisfaction of the Council and
 - 6.2 within 7 Working Days of written request from the Council the Owner 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 consider that progress is unsatisfactory it shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within 28 Working Days of the date of the notice, if at the end of that 28 day period insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution or a proportion thereof to be determined at the Council's discretion within 7 Working Days of a further written notice from the Council demanding payment.

Strategic Highways Improvements Contribution

- 7 To pay the first instalment of fifty percent (50%) of the Strategic Highways Improvements Contribution prior to Occupation of the 15th Dwelling on the Site;
- 8 To pay the second instalment of fifty percent (50%) of the Strategic Highways Improvements Contribution prior to Occupation of the 30th Dwelling on the Site;
- 9 Not to Occupy more than fourteen (14) Dwellings on the Site until the first instalment of fifty percent (50%) of the Strategic Highways Improvements Contribution has been paid to the Council; and
- 10 Not to Occupy more than twenty nine (29) Dwellings on the Site until the second instalment of fifty percent (50%) of the Strategic Highways Improvements Contribution has been paid to the Council.

My Journey Contribution

- 11 To pay the My Journey Contribution prior to Occupation of the first Dwellings to be Occupied and
- 12 Not to Occupy the first Dwelling to be Occupied until the My Journey Contribution has been paid to the Council.

SAMM Contribution

- 13 To pay the SAMM Contribution prior to Commencement of Development ; and
- 14 Not to Commence Development until the SAMM Contribution has been paid to the Council.

SANG Contributions

- 15 To pay the SANG (Bracknell Forest Borough Council) Contribution to the Council within 10 Working Days of the grant of Planning Permission; and
- 16 To pay the SANG (Keephatch Meadows) Contribution prior to Occupation of the first Dwellings to be Occupied; and
- 17 Not to Occupy the first Dwelling to be Occupied until the SANG (Keephatch Meadows) Contribution has been paid.

Sports Hub Contribution

- 18 To pay the Sports Hub Contribution prior to Occupation of the first Dwellings to be Occupied; and
- 19 Not to Occupy the first Dwelling to be Occupied until the Sports Hub Contribution has been paid.

SCHEDULE 2

Owner's Covenants

The Owner covenants with the Council as follows:

1 AFFORDABLE HOUSING

- 1.1 To provide not less than nineteen (19) of the total number of Dwellings comprised in the Development as Affordable Housing representing approximately 35% of the total number of Dwellings with fourteen (14) of the Affordable Housing Units being Social Rented Housing and five (5) of the Affordable Housing Units being Shared Ownership Housing (of which the Social Rented Housing units shall comprise six (6) 1-bed housing units, six (6) two-bed dwellinghouses and two (2) 3-bed dwellinghouses and the Shared Ownership Housing units shall comprise three (3) 2-bed housing units and two (2) 3-bed dwellinghouses) in accordance with the annex 2 to the NPPF and taking into account the requirements set out in the remainder of this part of this Schedule (or such alternative tenure mix as may be proposed by the Owner and approved by the Council);
- 1.2 Not to cause or permit the Commencement of Development until of the Preferred Registered Provider or other Registered Provider (as the case may be) has been submitted to and approved in writing by the Council;
- 1.3 Not to commence the construction of the Affordable Housing Units any later than three (3) calendar months after the commencement of construction of the first Market Housing Unit to be constructed on the Site
- 1.4 Not to cause or permit the Commencement of Development until the Affordable Housing Scheme and Affordable Housing Mix has been submitted to and approved by the Council;
- 1.5 To provide the Affordable Housing Units in accordance with Schedule 2 paragraph 1 of this Deed the Affordable Housing Scheme and the Affordable Housing Mix;
- 1.6 To ensure that all the Affordable Housing are built "tenure blind" in respect of external design and features so that they are broadly materially indistinguishable from the Market Housing Units;
- 1.7 Not to Occupy or cause or permit the Occupation of more than 40% of the Market Housing Units until the Affordable Housing Units have been completed and made ready for Occupation and

not to Occupy or cause or permit the Occupation of more than 60% of the Market Housing Units until the Affordable Housing Units have been transferred or leased at a term of 125 years to the Registered Provider;

1.8 Not to use or permit the use of the Affordable Housing Units other than for as respectively Social Rented Housing and Shared Ownership Housing to be provided to households in accordance with the Nomination Agreement and to the extent relevant the Council's Housing Allocations Policy prevailing at the time when allocations are made and shall be retained in perpetuity as Affordable Housing save that:

- (a) an Affordable Housing Unit is occupied in accordance with this paragraph nothing in this Deed shall prevent the occupation of that Dwelling by the spouse partner or dependants of that person or such other category of person entitled to occupy or continue to occupy under prevailing housing legislation;
- (b) where an Affordable Housing Unit is occupied in accordance with this paragraph by the spouse or partner nothing in this Deed shall prevent the continued occupation of that Dwelling by the survivor of them or such other category of person entitled to occupy or continue to occupy under prevailing housing legislation;
- (c) any tenant (including their mortgagees or chargees or successors in title) who has exercised the right to buy pursuant to the Housing Act 1996 or any other statutory provision for the time being in place in respect of a particular Affordable Housing Unit will not be bound by this Deed;
- (d) any Shared Ownership Lessee (including their mortgagees or chargees or successors in title) who subsequently purchases all the remaining shares from the Registered Provider will not be bound by this Deed;
- (e) any RP Mortgagee in possession shall not be bound by this Deed provided that the RP Mortgagee has first complied with paragraph 1.11 of this Schedule

1.9 To advertise or procure the advertisement of all the Affordable Housing Units in accordance with the Nomination Agreement and to the extent relevant the Council's Housing Allocations Policy to the satisfaction of the Council;

1.10 To notify the Council in writing on each occasion during the period of seven years beginning with the date of Commencement of Development on which an Affordable Housing Unit ceases

to be a qualifying dwelling within the meaning of The Community Infrastructure Levy Regulations 2010;

1.11 An RP Mortgagee in possession shall not dispose of the Affordable Housing Units or commence proceedings for possession of the Affordable Housing unless it shall:

- (a) have first given to the Council no less than seven days prior notice of the commencement of such proceedings and at the time it commences such proceedings shall send copies of any notices or documents served in relation to such proceedings to the Council;
- (b) in the event that the RP Mortgagee chooses to exercise its power of sale it shall use its reasonable endeavours over a period of three months from the date on which it served notice on the Council in accordance with paragraph (a) to dispose of the Affordable Housing Unit(s) to a Registered Provider on terms which will retain the Affordable Housing as Affordable Housing provided that the RP Mortgagee shall not be required to dispose of the Affordable Housing for a consideration less than the monies owed to the RP Mortgagee including all accrued principal monies, interest costs and expenses;
- (c) during the three month period specified in (b) above the Council may nominate a Registered Provider by serving notice in writing to that effect on the RP Mortgagee. Any Registered Provider nominated by the Council shall be required to complete the purchase of the Affordable Housing Units in accordance with (b) above and within the three month period specified in (b) above;

In the event that the RP Mortgagee or the Council is unable to arrange the disposal of the Affordable Housing Units within the said period of three months the RP Mortgagee shall be entitled to dispose of the Affordable Housing Unit(s) at its discretion free from all the obligations or restrictions in this Deed which shall be determined absolutely.

2 PUBLIC OPEN SPACE

2.1 Not to Commence Development or permit the Commencement of Development until the Public Open Space Scheme and Public Open Space Management Plan has been submitted to and approved in writing by the Council;

- 2.2 To provide the Public Open Space in accordance with the Public Open Space Scheme and Public Open Space Management Plan and for the avoidance of doubt the Public Open Space may be provided in whole or in parts;
- 2.3 Not to cause or permit Occupation of the first Dwelling to be Occupied until a Provisional Certificate for all of the Public Open Space has been issued by the Council.

Provisional Certificate

- 2.4 After the Public Open Space (or part thereof) has been provided laid out and landscaped in accordance with the Public Open Space Scheme to apply to the Council in writing requesting issue of the Provisional Certificate and for the avoidance of doubt Provisional Certificates may be issued for the whole of the Public Open Space or in relation to parts of Public Open Space as they are provided and laid out;
- 2.5 On receipt of the written request referred to in paragraph 2.4 of this Schedule the Council shall carry out an inspection of the Public Open Space and if after inspection of the Public Open Space the Council considers that the Public Open Space has been satisfactorily provided laid out and landscaped in accordance with the Public Open Space Scheme the Council shall issue the Provisional Certificate within 10 Working Days of carrying out the inspection;
- 2.6 If after inspection of the Public Open Space by the Council it considers that the Public Open Space has not been provided laid out and landscaped satisfactorily in accordance with the Public Open Space Scheme the Council shall notify the Owner of the outcome of the inspection within 10 Working Days of carrying out the inspection and the Owner shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council to bring the Public Open Space up to the standard required by the Public Open Space Scheme and the procedures referred to in paragraphs 2.4, 2.5 and 2.6 of this Schedule shall be repeated as often as necessary until the Provisional Certificate is issued;
- 2.7 From the date of issue of the Provisional Certificate for the Public Open Space the Owner shall make the Public Open Space and all the facilities on the Public Open Space available for use by the public as an open amenity or recreation area for the lifetime of the Development and shall allow the public to have unrestricted access at all times to the Public Open Space save for temporary or emergency closures for maintenance of the Public Open Space;
- 2.8 From the date of issue of the Provisional Certificate for the Public Open Space the Owner covenants:-

- (a) not to use or permit the use of the Public Open Space for any purpose other than as a public recreation or amenity area; and
- (b) to manage and maintain the Public Open Space during the Public Open Space Maintenance Period (including maintenance of all soft and hard landscaping built features lighting drainage and any other features on the Public Open Space) and to make good to the reasonable satisfaction of the Council any damage or defects in the Public Open Space arising during the Public Open Space Maintenance Period.

Final Certificate

- 2.9 At the expiration of the Public Open Space Maintenance Period to apply to the Council for the issue of the Final Certificate for the Public Open Space;
- 2.10 If after inspection of the Public Open Space by the Council it considers that the Public Open Space has not been maintained satisfactorily in accordance with the Public Open Space Scheme and Public Open Space Management Plan the Council shall notify the Owner of the outcome of the inspection within 10 Working Days of carrying out the inspection and the Owner shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council to bring the Public Open Space up to the standard required by the Public Open Space Scheme and Public Open Space Management Plan and this procedure shall be repeated as often as necessary until the Final Certificate is issued.

Transfer of the Public Open Space

- 2.11 After the Council has issued the Final Certificate for the Public Open Space to transfer the Public Open Space to the Management Company:
 - (a) for nominal consideration;
 - (b) free of all financial charges and other encumbrances that may materially affect use of the Public Open Space by the public; and
 - (c) with vacant possession

within 6 months of the issue of the Final Certificate by the Council PROVIDED ALWAYS THAT the Owner shall continue to maintain the Public Open Space in a clean and tidy condition until the transfer to the Management Company has been completed;

2.12 The Owner covenants not to cause or permit the Occupation of the first Dwellings to be Occupied until:

- (a) It has procured the formation and registration of the Management Company at Companies House England and Wales and to notify the Council accordingly within seven days of the completion of the registration of the Management Company; and

2.13 The Owner covenants not to cause or permit Occupation of more than 20 Dwellings until:

- (a) The Public Open Space has been transferred to that Management Company; and
- (b) A copy of the transfer for the Public Open Space to the Management Company has been submitted to the Council.

2.14 The further Owner covenants:

- (a) To use reasonable endeavours to procure that the Management Company meets the Management Company Responsibilities for the lifetime of the Development PROVIDED ALWAYS THAT the responsibilities included within the Management Company Responsibilities shall no longer be applicable to the Owner for the period during which the Management Company is discharging such responsibilities; and
- (b) In the event that the Management Company ceases to exist to fully meet the Management Company Responsibilities for the duration of the period within which such responsibilities were due to remain extant save that the Owner may discharge its responsibilities under this paragraph at any time by procuring the incorporation of a replacement management company whose responsibilities will replicate those of the Management Company; and
- (c) Subject to sub-paragraphs (d) (e) and (f) below the obligations under paragraph 2.14 of Schedule 2 of this Deed shall not be binding upon any owner occupier tenant or their mortgagees or chargees or any successor in title of the respective owner occupier tenant or their mortgagees or chargees of any of the Dwellings; and
- (d) Each owner occupier or tenant of any Dwelling or their mortgagees or chargees or their respective successors in title shall be liable for a proportionate sum of the total annual cost of carrying out the Management Company Responsibilities and associated costs which may be attributable to that residential plot (such

proportionate amount to be calculated as a ratio of that residential plot area to the total aggregated residential plot areas permitted by the Planning Permission); and

- (e) Pursuant to sub-paragraph (d) above to pay the proportionate sum of the total annual cost of carrying out the Management Company Responsibilities and associated costs which may be attributable to any Dwelling in respect of which a first sale or first occupation or first letting has not occurred following transfer of the Public Open Space to the Management Company (such proportionate amounts to be calculated as a ratio of such residential plot areas to the total aggregated residential plot areas permitted by the Planning Permission); and
- (f) For the avoidance of doubt each liability of the Owner pursuant to sub-paragraph (e) above in respect of any Dwelling that has not been subject to a first sale or first occupation or first letting following transfer of the Public Open Space to the Management Company shall cease absolutely upon the first sale or first occupation or first letting of each such residential plot; and
- (g) Procure that upon any sale lease or transfer of title of any Dwelling that a suitable covenant supported by restriction is entered on the Proprietorship Register at HMLR of every Dwelling to ensure that the obligation to contribute towards the Management Company Responsibilities can be enforced by the Management Company in perpetuity such as the following restriction (or such alternative wording as may be required by the Land Registry's standard form of restriction from time to time or as may otherwise be required by the Management Company):

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate without a certificate signed by [insert name of Management Company 1 or its conveyancer that the provisions of clause [] of the transfer dated [] and made between] have been complied with"

- 2.15 On or before the date of completion of the transfer of the Public Open Space to the Management Company to pay the Public Open Space Maintenance Contribution to the Management Company and to procure that the Management Company holds the Public Open Space Maintenance Contribution in an interest bearing account and further to use reasonable endeavours to procure that the Public Open Space Maintenance Contribution it is used solely for the discharge and performance of the Management Company Responsibilities for the lifetime of the Development

- 2.16 To notify the Council in writing within 5 Working Days of paying the Public Open Space Maintenance Contribution to the Management Company evidencing with documentation the said payment.

3 FOOTPATH WORKS

- 3.1 Prior to Commencement of Development the Footpath Works Scheme shall be submitted in writing to the Council;
- 3.2 Not to Commencement Development until the Footpath Works Scheme has been approved in writing by the Council;
- 3.3 Prior to Occupation of the first Dwelling to be Occupied the Owner having first acquired the necessary permission or licence from the relevant landowner to implement the Footpath Works Scheme to complete the Footpath Works in accordance with the Footpath Works Scheme;
- 3.4 Not to Occupy the first Dwelling to be Occupied until the Footpath Works have been completed in accordance with the approved Footpath Works Scheme;
- 3.5 To pay the Footpath Works Maintenance Sum to the Council prior to the Occupation of the 30th Dwelling within the Development

4 HIGHWAYS

- 4.1 Prior to Commencement of Development to enter into agreements under section 278 and or section 38 of the Highway Act 1980 (as amended) incorporating the Highways Bond and securing the Highways Inspection and Supervision Fee providing for the dedication and adoption to the Council's adoptable standards of the Estate Roads within the Development (save for the Private Street) and any junction works to existing highways as are reasonably required for the Development.
- 4.2 Not to obstruct public access over the Private Street between the adopted Estate Roads and the Buckhurst Meadows SANG PROVIDED ALWAYS THAT the Owner may display signage on the Private Street pursuant to Section 31(3) of the Highways Act 1980 (as amended) sufficient to negative the intention to dedicate the Private Street as a highway and further that the Owner may following the adoption of the Estate Roads make a declaration depositing a map and statement pursuant to Section 31(6) of the Highways Act 1980 (as amended) to the effect that

no additional way (other than any specifically indicated in the declaration) over the Site delineated on the said map has been dedicated as a highway since the date of the deposit.

5 BIODIVERSITY NET GAIN

- 5.1 Should the details submitted and approved by the Council pursuant to planning condition 15 of the Planning Permission result in a Biodiversity Net Gain Shortfall the Owner shall pay to the Council the Biodiversity Net Gain Contribution within 10 Working Days of the Council issuing a written notice to the Owner specifying the Biodiversity Net Gain Shortfall and requiring payment of the Biodiversity Net Gain Contribution;
- 5.2 The details submitted pursuant to planning condition 15 of the Planning Permission shall comprise but shall not be limited to:
- (a) comprehensive details of the proposed offsetting measures to deliver the Biodiversity Net Gain Target which shall be also expressed in Biodiversity Net Gain Units; and
 - (b) any information reasonably required by the Council to meet the registration requirements for the time being in place under government guidance pursuant to the Environment Act 2021.

SCHEDULE 3

Covenants by the Council

The Council covenants with the Owner as follows:

1 INTEREST BEARING ACCOUNT

- 1.1 To pay all Contributions received from the Owner (save for the SANG (Bracknell Forest Borough Council) Contribution and the Public Open Space Maintenance Contribution) under the terms of this Deed into an interest-bearing account.

2 REPAYMENT OF CONTRIBUTIONS

- 2.1 To use all Contributions received from the Owner (save for the SANG (Bracknell Forest Borough Council) Contribution and the Public Open Space Maintenance Contribution) under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 2.2 Save for sums relating to ongoing management and maintenance, the SANG (Keephatch Meadows) Contribution, the Monitoring Fee, Bracknell Forest Borough Council Monitoring Fee, the SANG (Bracknell Forest Borough Council) Contribution and the Public Open Space Maintenance Contribution) in the event of any other sum (or part) paid under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which sum (or part) was paid for a period of 15 years from the date of the payment thereof the said sum (or part) together with any accrued interest shall to that extent be reimbursed to the person who made the payment provided that if the Council (or relevant third party) has entered into a contract prior to the expiry of the 15 year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.
- 2.3 To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the Contributions paid by the Owner under this Deed.

3 INFRASTRUCTURE

- 3.1 To use its reasonable endeavours to secure the provision of the infrastructure referred to in, or anticipated as being provided in, the Core Strategy in accordance with the timescales and phasing contemplated in the Core Strategy;
- 3.2 To use its reasonable endeavours to ensure that the cost of such infrastructure provision is borne fairly between all the developments within the Council's administrative area that have a direct impact on the specific infrastructure and taking into account any funding from other sources.

THIS DEED has been executed as a deed, is delivered, and takes effect on the date stated at the beginning of it.

**THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL**

was affixed to this document in the presence of:



Authorised signatory

DocuSigned by:
[Redacted]
8B7D919C04E8404...

Signed as a deed by

GARY PAYNE

in the presence of:

DocuSigned by:
[Redacted]
620649C0370E2405...

Signature

Signature of Witness:

DocuSigned by:
[Redacted]
4264FC0A8A31432...

Name of Witness:

Dale Birch

Address of Witness:

8 Dale Gardens, Sandhurst GU47 8LA

Occupation of Witness:

Business Consultant

Signed as a deed by

DEBRA JANET PAYNE

in the presence of:

DocuSigned by:
[Redacted]
E5ED21223527448...

Signature

Signature of Witness:

DocuSigned by:
[Redacted]
4264FC0A8A31432...

Name of Witness:

Dale Birch

Address of Witness:

8 Dale Gardens, Sandhurst, Berks, GU47 8LA

Occupation of Witness:

Business Consultant

Signed as a deed by

BERNARD EDWIN PERIES

in the presence of:

DocuSigned by:
[Redacted]
FA7240686F1F43F...

Signature

Signature of Witness:

DocuSigned by:
[Redacted]
D4B9883DA5AB46E...

Name of Witness: David Ballard

Address of Witness: 1 Woodend , Crawley Ridge ,
Camberley , Surrey GU15 2AN

Occupation of Witness: Project Director

Signed as a deed by

ANN-MARIE PERIES

in the presence of:

DocuSigned by:
[Redacted]
444112CFDFD34DZ...

Signature

Signature of Witness:

DocuSigned by:
[Redacted]
CBFFB4FCD2D9432...

Name of Witness: Lisa McBeath

Address of Witness: 9 Hunts Cottages, Hunts Common, Hartley Wintney, Hants RG27 8AB

Occupation of Witness: Facilities Manager

EXECUTED as a **DEED** by
BEAULIEU HOMES SOUTH LIMITED
acting by two Directors or
one Director and the Company Secretary

Director

DocuSigned by:
[Redacted Signature]
A5BACEEC9337442...

Director

DocuSigned by:
[Redacted Signature]
C6B7A4CE09B845A...

APPENDIX 1

Plan



APPENDIX 2
Employment Skills Contribution (calculation table)

	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

APPENDIX 3

Strategic Highways Improvements Contribution (calculation)

Costs associated with strategic road and junction improvements within SWSDL which are not funded by Community Infrastructure Levy = £10,618,289.08.

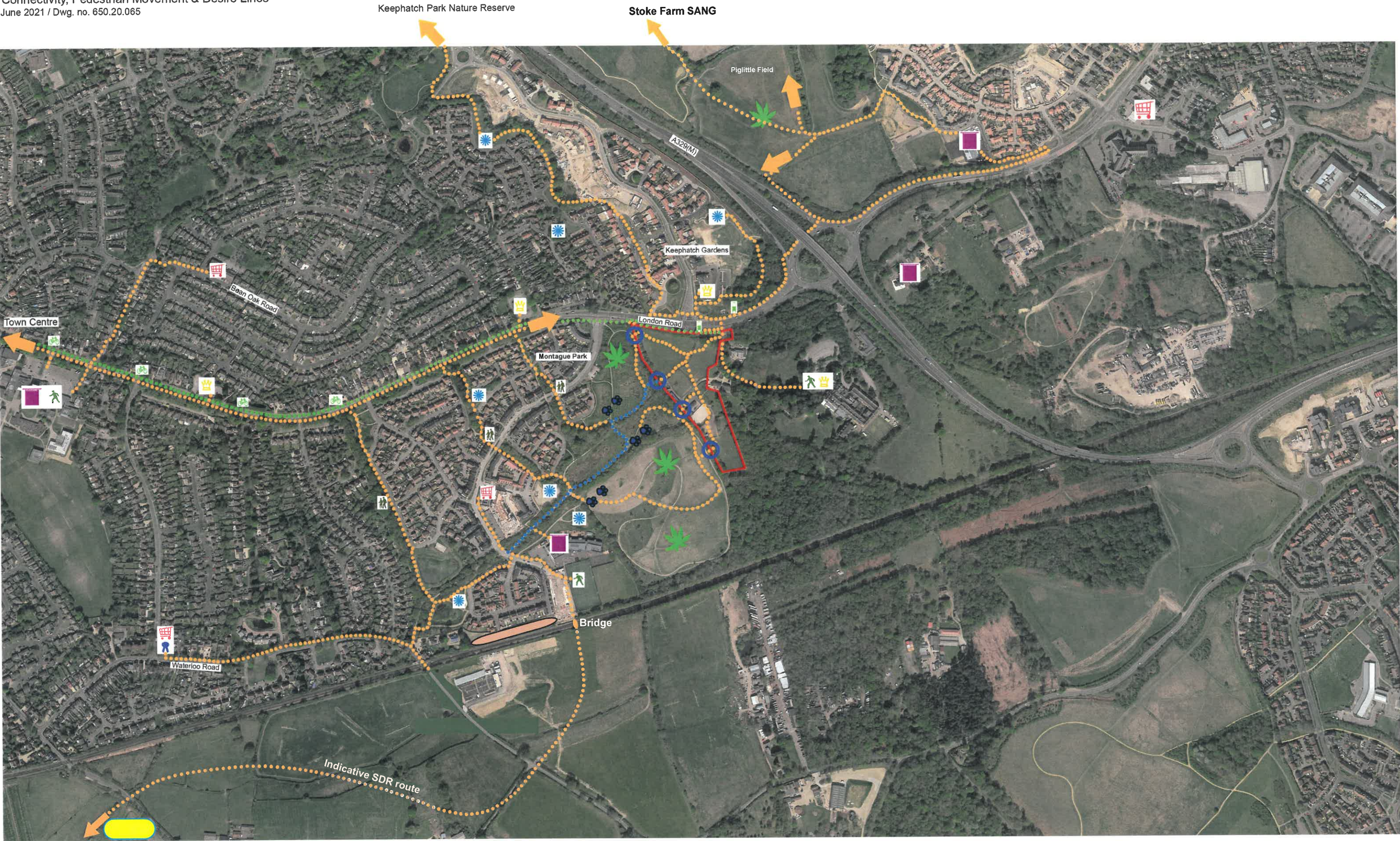
Number of dwellings projected within SWSDL = 1,874

Number of dwellings proposed within the Development = 54

(£10,618,289.08 divided by 1,874 multiplied by 54) = £305,970

APPENDIX 4

Drawing 650.20.065 Connectivity, Pedestrian Movement & Desire Lines



Pubs & Restaurants

Shops

Restaurants / Take away

Play Areas

Sports Facilities

Education

Green pedestrian routes

Dog Exercise

Pedestrian Routes / Desire Lines

Bus Stops

Cycle Routes

SANGs

Application Site

Pedestrian links between Site and Buckhurst Meadow SANG

Proposed South Wokingham local centre and facilities

Existing SANG footpath to have surface upgraded

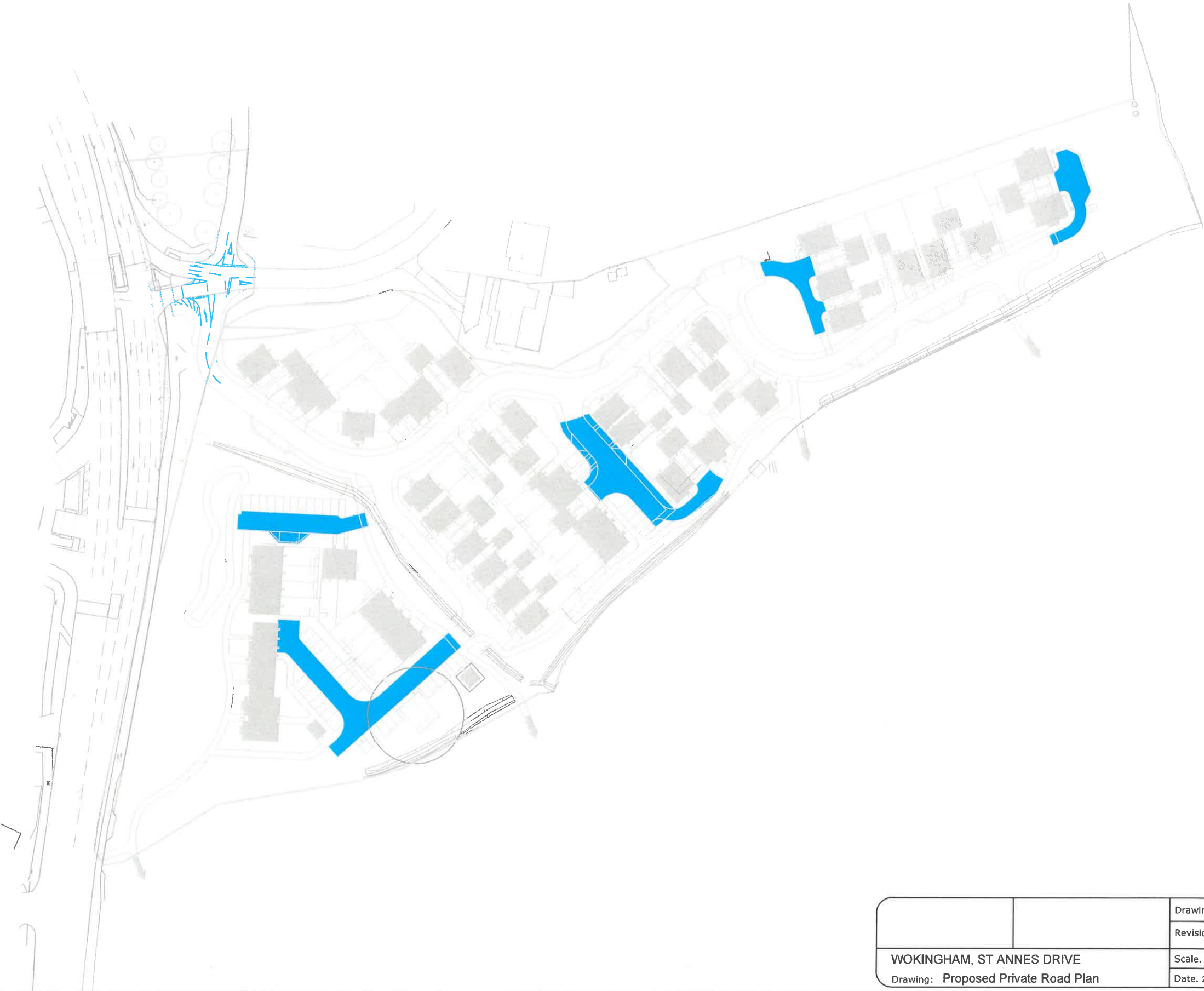
Allotments

SIA Associates
Albany House, 14 Shore End, Wokingham
Berkshire, RG40 1BJ
T: 07940 750401
E: stephen.taylor.sta@gmail.com
W: www.staassociates.co.uk

APPENDIX 5

Plan showing Private Street

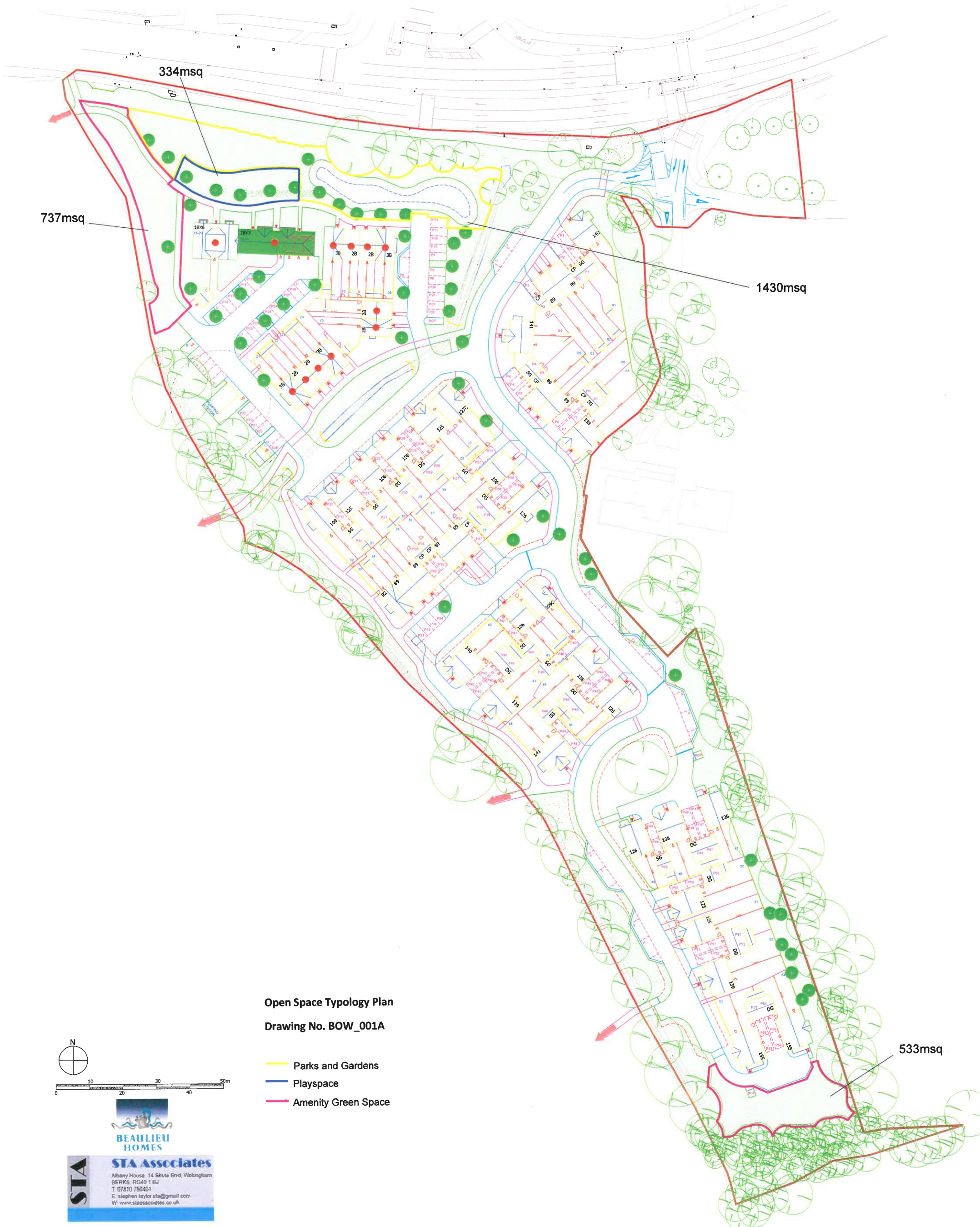
Proposed Private Road/Drive



		Drawing No. 1001	
		Revision. • 27.09.22	
WOKINGHAM, ST ANNES DRIVE		Scale. 1:1250 @A3	
Drawing: Proposed Private Road Plan		Date. 27.09.22	Drawn. OP

APPENDIX 6

Open Space Typology Plan BOW_001 Revision A



APPENDIX 7
Nomination Agreement

THIS AGREEMENT is made the
BETWEEN

day of

20

- (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 expressions shall have the meanings given to them in the Section 106 Agreement save that 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 Homes England pursuant to Section 80 of the Housing and Regeneration Act 2008;
"Homebuy Agent"	A body appointed by the Homes England to facilitate helping individuals and families find homes that meet their current housing needs (or such successor body).
"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 the units shall have been let for the first time or sold by way of initial grant of Shared Ownership Leases;
"Initial Vacancy Notice"	means written notice given by the Association to the Council informing the Council that a Unit is or 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
"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 or a prospective lessee or assignee of a Shared Ownership Unit;
"Perpetuity Period"	The period of eighty (80) years from the date of the Section 106 Agreement;
"Planning Permission"	means the planning consent granted under planning appeal reference number APP/X0360/W/22/3297645 dated []
"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 (1) the Council (Wokingham Borough Council) Bernard Edwin Peries and Ann-Marie Peries (2) Gary Payne and Debra Janet Payne (3) Bank Of Scotland PLC (4) Lloyds Bank PLC (5) and Beaulieu Homes South Limited for the provision of (inter alia) affordable housing at land to the west of St Anne's Drive and south of London Road, Wokingham RG40 1PB
"Shared Ownership Housing"	means housing provided by a Registered Provider, the Local Housing Company or the Council where the occupier is initially offered a 35% share in the property (with the option of purchasing a greater share either at that time or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity
"Shared Ownership Lease"	means the Association's model lease for shared ownership housing or such other shared ownership leases as shall have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
"Site"	means land to the west of St Anne's Drive and south of London Road, Wokingham RG40 1PB shown edged red on the attached plan;
"Social Rented Housing"	means housing owned by Registered Providers for which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to

the above, as agreed with the Council or with the Homes and Communities Agency;

"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 10 dwellinghouses and 9 flats to be built on the Site approved as part of the Planning Permission; and

(a) the "Social Rented Units" shall mean the Social Rented Housing and specifically comprise 6 one-bed flats, 6 two-bed dwellinghouses and 2 three-bed dwellinghouses

(b) the "Shared Ownership Units" shall mean Shared Ownership Housing and specifically comprise 3 two-bed flats and 2 three-bed dwellinghouses;

"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 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 Unit 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 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 VI and VII Housing Act 1996 the Council and the Association agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

3. RECITALS

3.1 The Association is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).

3.2 It has been agreed between the parties that the Association will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

4. COVENANT

The terms of this agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a Lender of such purchaser or any person acquiring a reversionary interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

5. THE ASSOCIATION'S UNDERTAKING

The Association undertakes to provide nineteen low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement.

6. NOMINATION RIGHTS - SOCIAL 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 nominations of the Social Rented Units let for the first time

During the Subsequent Nomination Period

6.1.2 Seventy five percent (3 out of every 4) nominations of the Social Rented Units for all subsequent lets.

6.2 The Association agrees with the Council that the Association will let each of the Social Rented Units on an Approved Tenancy Agreement to a Nominee for whom the Social Rented 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 weeks (6) prior to the anticipated date of a Social Rented Unit or

Social Rented 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 Social Rented Unit or Social Rented Units on the terms specified by the Association.

6.3.2 Within ten days (10) 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 Social Rented Unit or Social Rented Units to such Nominee or Nominees.

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 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 Social Rented Unit.

6.3.4 In the event of a third Nominee rejecting the Social Rented Unit the Association will be free to offer the Social Rented 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 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 days (14) advance notice of the Void, who shall then have the right to nominate a Nominee or Nominees to occupy such available Social Rented Unit or Social Rented Units on the terms specified by the Association.

6.4.2 Within ten days (10) 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 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 Social Rented Unit.

6.4.4 In the event of a third Nominee rejecting the Social Rented Unit the Association will be free to offer the Social Rented Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.

6.5 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 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 Social Rented 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 or 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.

6.7 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 Social Rented Units are set in accordance with the Association's rent policy.
- 6.7.4 In the event that any or all of the Social Rented 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 Social Rented 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 Social Rented Units which have been rendered unfit for occupation and use until such Social Rented 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 Social Rented Units.

7. NOMINATION RIGHTS - SHARED OWNERSHIP UNITS

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

During the Initial Nomination Period

- 7.1.1 One hundred percent nominations of the Shared Ownership Units sold for the first time

During the Subsequent Nomination Period

7.1.2 Seventy five percent (3 out of every 4) nominations of the Shared Ownership Units 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 Shared Ownership Units or, as appropriate, consent to the assignment of the Shared Ownership Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Shared Ownership 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 the Homebuy Agent covering Wokingham. Upon receipt of referrals the Association will issue a written notice listing the referrals (Release Notice) to the Council as soon as possible and seeking for referrals to be nominated to the scheme in priority order.
- 7.5 Within fourteen days (14) of receipt of a Release Notice or Resale Notice the Council will supply to the Association the names and addresses of up to three Nominees per Shared Ownership Unit in priority order.
- 7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.4 above, the Association shall interview the Nominees and notify the Nominee and the Council of their decision within seven days (7) of the interview.
- 7.7 If after the Initial Nominations, there remain unsold Shared Ownership Units, the Association will request further nominations from the referrals list and the Council will have a further seven days (7) from receipt of the notification to put forward the names and addresses of further Nominees.
- 7.8 If, after point 7.6, there still remain unsold Shared Ownership Units, the Association will be free to offer the Shared Ownership 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.

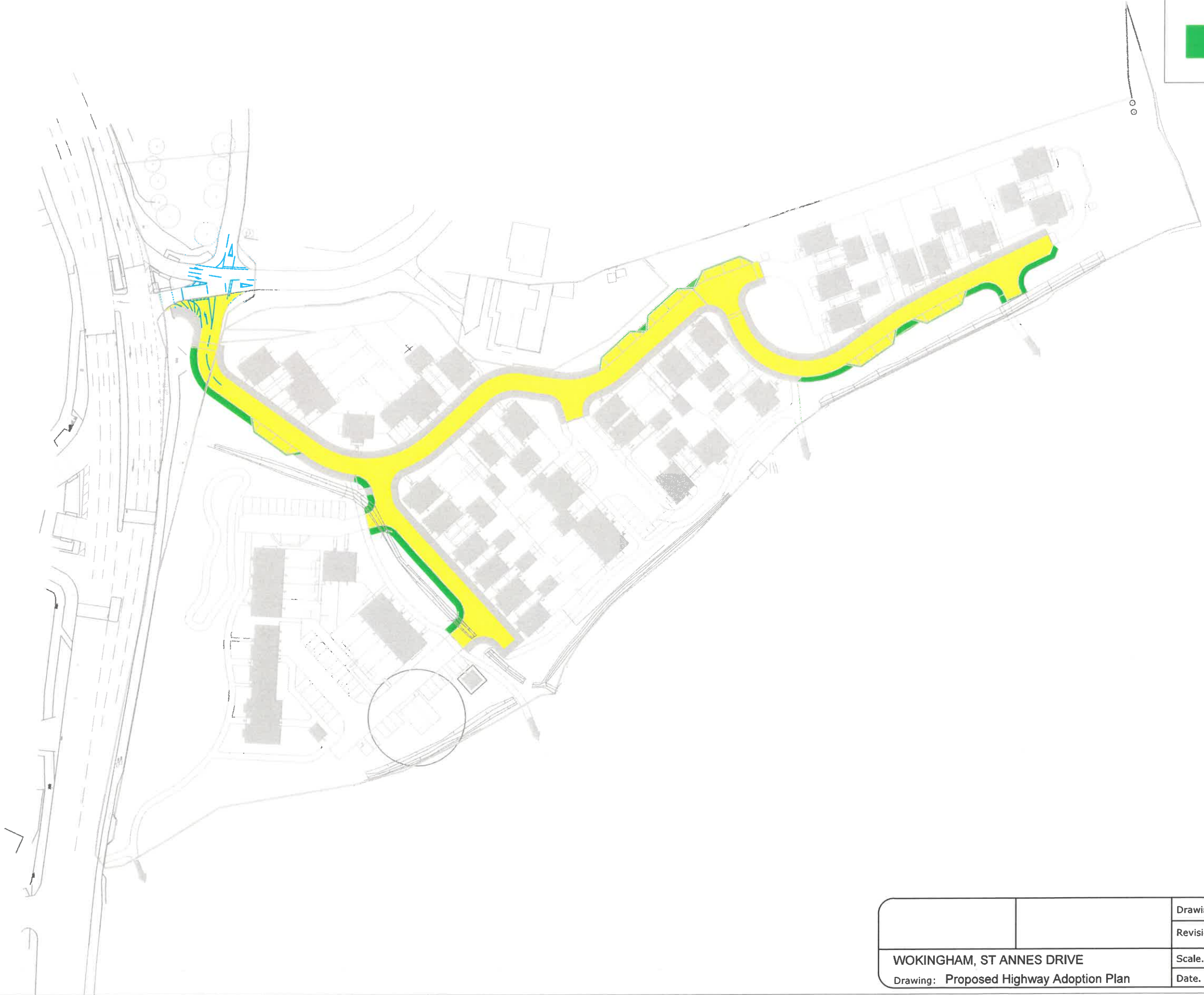
8. Disposal

- 8.1 Subject to clause 8.2 the Association shall not:
 - 8.1.1 sell or otherwise dispose of the Shared Ownership Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other 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 Shared Ownership 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 Shared Ownership Unit (other than by letting the Units to individual

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 to a social landlord registered with the Homes England 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 Shared Ownership 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 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.

APPENDIX 8
Plan Showing Estate Roads



Proposed Adoptable Carriageway

Proposed Adoptable Footpath

Proposed Adoptable Verge

		Drawing No. 1000	
		Revision.	* 27.09.22
WOKINGHAM, ST ANNES DRIVE		Scale. 1:1250 @A3	
Drawing: Proposed Highway Adoption Plan		Date. 27.09.22	Drawn. OP