

DATED 05 March 2025

**GILES HARWOOD, DAVID LEWIS and STEPHEN GLASS
as the Trustees of the CROYDON AND DISTRICT EDUCATION TRUST**

TO

TANDRIDGE DISTRICT COUNCIL

AND TO

SURREY COUNTY COUNCIL

UNILATERAL UNDERTAKING

**PURSUANT TO SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990**

Relating to

Land South of Kenley Aerodrome, Victor Beamish Avenue, Caterham, Surrey, CR3 5FX

THIS DEED OF UNILATERAL UNDERTAKING is made the 5th day of March 2025

BY THE FOLLOWING PARTIES:

- 1) **GILES HARWOOD** of 8 Walburton Road, Purley CR8, 3DH and **DAVID LEWIS** of 14 Purley Hill, Purley CR8 1AN and **STEPHEN GLASS** of 1 Lissoms Road, Chipstead, Coulsdon CR5 3LE as the Trustees of the **CROYDON AND DISTRICT EDUCATION TRUST** (Charity number: 1047602 of 1 Lissoms Road Chipstead, Coulsdon, Surrey CR5 3LE ("**the Owner**")

TO:

- 2) **TANDRIDGE DISTRICT COUNCIL** of 8 Station Road East, Oxted, Surrey RH8 0BT ("**District Council**")
- 3) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate, RH2 8 EF ("**County Council**");

WHEREAS:

1. The District Council is the local planning authority for the purposes of the Planning Act and the local housing authority for the purposes of the Housing Act 1985 for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
2. The County Council is the local highway authority and a local planning authority for the area in which the Land is situated.
3. The Owner is the freehold owner of the Land which is registered with the Land Registry under title number SY686116.
4. The Owner has submitted the Planning Application to the District Council for Planning Permission for the Development on the Land and this Deed forms part of the Planning Application
5. The District Council refused to grant planning permission in respect of the Planning Application by decision notice dated 13 May 2024 and the Owner has submitted the Appeal for determination by the Secretary of State.
6. The Owner is prepared to enter this Deed in order to secure the planning obligations it creates in the event that Planning Permission is granted pursuant to the Appeal.

NOW THIS DEED WITNESSETH as follows:

1. OPERATIVE PART

- 1.1 In this Deed the following words and expressions shall unless the context otherwise permits or requires have the following meanings:

Words and Expressions

| | |
|---------------------------------------|---|
| “Affordable Housing” | means housing to include Social Rented Units and Affordable Rented Units and Shared Ownership Units provided to specified eligible households whose needs are not met by the market. Affordable Housing shall: <ul style="list-style-type: none"> a) Meet the needs of eligible households who the Local Planning Authority could reasonably expect to occupy this Development having regard to its Housing Allocation Scheme including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices; b) Include provision for the homes to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within the District subject to any such recycling of the subsidy being in accordance with the requirements of Homes England. |
| "Affordable Housing Dwellings" | means 50% of the number of Dwellings for use as Affordable Housing which shall be built in compliance with the Standards (the exact size and mix of which are to be specified herein); |
| "Affordable Housing Plan" | means drawing 21125 / C08A or other such plan that may be approved in writing by the District Council from time to time setting out the location of Affordable Housing Dwellings on the Land; |
| “Affordable Rented Housing” | means rented housing provided by Registered Providers to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than 80% of local market rents (inclusive of service charges, where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND the rent levels shall not at any time (unless otherwise agreed in writing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant dwelling and which is occupied pursuant to a Tenancy and Affordable Rented shall be construed accordingly; |
| “Appeal” | means the planning appeal made by the Owner to the Secretary of State against the refusal of the Planning Application and allocated PINS planning appeal ref: APP/M3645/W/24/3354498; |
| “Commencement of Development” | means (for the Purposes of this Deed and for no other purpose) the date on which any material operation (as defined in Section 56(4) of the Planning Act) begins to be carried out on any part of the Land |

PROVIDED ALWAYS THAT the following operations shall not be treated as material operations for the purposes of the Deed only:

- i. Operations consisting of archaeological investigations,
- ii. Investigations for the purpose of assessing ground conditions,
- iii. Remedial work in respect of any contamination or other adverse ground conditions,
- iv. the temporary display of site notes or advertisements

and "Commence Development" shall be construed accordingly

"the Development"

Development of the site for 80 no. residential dwellings including 50% affordable housing, associated landscaping, amenity space and car parking (outline application all matters reserved aside from access)

"Dwelling"

any dwelling (including a house flat or maisonette) forming part of the Development and "Dwellings" shall be construed accordingly

"Highway Agreement"

means an agreement under Section 278 and section 38 of the 1980 Act which provides for the execution of the Highway Works by the Owner at the Owner's expense;

"Highway Works"

means the following works:

- i. A zebra crossing on Salmons Lane, in the vicinity of Victor Beamish Avenue;
- ii. Bus stop improvements on Salmons Lane to include real time passenger information, double height kerbing and, where feasible, shelters and places to sit;
- iii. A pedestrian crossing on Whyteleafe Hill, in the vicinity of Salmons Lane;
- iv. A pedestrian crossing on Whyteleafe Road, in the vicinity of Salmons Lane West;
- v. Road safety and pedestrian infrastructure improvements at the Buxton Lane / Salmons Lane West / Ninehams Road roundabout junction, providing dropped kerbs with tactile paving as shown on the Highway Works Plan;
- vi. Traffic calming measures on Salmons Lane West, and on the B2030 from the roundabout junction with Salmons Lane West and Ninehams Rd, to the roundabout junction with the B2031) as indicatively shown on the Highway Works Plan;
- vii. Speed limit reductions and associated signage related to item (vi) above (subject to the County Council successfully obtaining a TRO)

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| “Highway Works Plan” | means Plan 2106055-07 Rev A attached at Annexure 3 or such other plan or plans as approved under the Highway Agreement |
| “Homes England” | means the non-departmental public body that funds new affordable housing in England |
| “Housing Allocation Scheme” | means the scheme adopted by the District Council from time to time for determining priorities and procedures to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended; |
| “Index” | All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation and if the All In Tender Price Index ceases to be published the Council shall in its absolute discretion use an alternative index |
| “Interest” | interest at 4% above the base lending rate of the Bank of England from time to time |
| “Land” | all that land and buildings situate at and known as Land South of Kenley Aerodrome, Victor Beamish Avenue, Caterham, Surrey, CR3 5FX as shown edged red on the Plan |
| “Mortgagee” | Means a mortgagee or chargee of the Registered Provider (or any receiver including an administrative receiver) appointed by such mortgage or charging pursuant to either the Law of Property Act 1925 or appointed under security documentation or any other person appointed under any security documentation to enable such mortgagee or chargee of the Registered Provider to realise its security or any administrator (howsoever appointed) including a housing administrator appointed pursuant to Chapter 5 of Part 4 of the Housing and Planning Act 2016 |
| “Nomination Agreement” | an agreement substantially in the form of the draft nominations agreement in Annexure 2 to this Deed by which the District Council may nominate tenants for the Affordable Housing Dwellings; |
| “Occupation” | the occupation of the Development or any part thereof solely for residential purposes and “Occupy” and “Occupied” shall be construed accordingly |
| “Open Market Dwellings” | shall mean any Dwellings which are not designated as Affordable Housing Dwellings |
| “Plan” | the plan in Annexure 1 to this Deed showing the Land edged red thereon |

| | |
|-----------------------------------|---|
| “Planning Act” | The Town and Country Planning Act 1990 |
| “Planning Application” | the application for planning permission for the Development in relation to the Land which has been registered by the Council under reference number TA/2024/878 |
| “Planning Permission” | any planning permission in respect of the Development which may be granted by the Secretary of State pursuant to the Appeal |
| “Protected Occupier” | Means in respect of an Affordable Housing Dwelling a person who: <ul style="list-style-type: none"> i. has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force; ii. has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force; iii. has been granted a lease of a unit of Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Registered Provider 100% of the equity and owns the entire unit of shared ownership housing |
| “Registered Provider” | means a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; |
| “Shared Ownership Housing” | Means housing provided by a Registered Provider where the occupier will initially be offered an equity share in the property of up to 75% (with an option of staircasing up to 100% should the occupier so wish) |
| “Social Rented Units” | Means units for rent provided by a Registered Social Landlord or approved developer, which is the major requirement. The organisation must enter into a Nominations Agreement with the District Council which commits 100% of first lettings and 75% of subsequent lettings to applicants from the Council’s housing register and Housing Allocation Scheme. |
| “Standards” | means the nationally described standard as set out in the document entitled ‘Technical housing standards - nationally described space standard’, March 2015 issued by the Department for Communities and Local Government (as amended from time to time) or such other successor replacement national space standard |
| “TRO” | means a Traffic Regulation Order under the Road Traffic |

Regulation Act 1984 associated with item (vi) of the Highway Works

“TRO Contribution” means the sum of £3,000 (Index Linked) to be paid by the Developer to the County Council towards the costs of preparing, consulting on, making, and implementing the TRO

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the District Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.

3. LEGAL BASIS

- 3.1 This Deed creates planning obligations for the purposes of Section 106 of the Planning Act and to the intent that it shall:
 - 3.1.1 bind the Land;
 - 3.1.2 be enforceable by the District Council and the County Council;
 - 3.1.3 be enforceable against the Owner and its successors in title to the Land or any part thereof and all persons deriving title to the Land or any part thereof through or under it them or any of them

4. CONDITIONALITY AND MATERIALITY

- 4.1 This Deed supersedes the previous section 106 unilateral undertaking given by the Owner by deed dated 4 March 2025 in respect of the Planning Application (“the Previous Undertaking”) and from the date hereof the Previous Undertaking shall be of no further effect and shall not bind the Land.
- 4.2 This Deed shall take effect upon the grant of Planning Permission by the Secretary of State (if applicable) but the obligations contained in the Schedules shall not be enforceable by the District Council or the County Council until the Commencement of Development.
- 4.3 If the Secretary of State or his Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal:
 - 4.3.1 clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122(2) of the CIL Regulations, and/or
 - 4.3.2 that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that he attaches no weight to the relevant obligation(s) for the purposes of his determination;

then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter and without any further act by the Parties cease to have effect and the Owner shall be under no obligation to comply with it (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or his Planning Inspector is silent upon any obligations then the obligations shall apply and be enforceable by the District Council and the County Council as the case may be in accordance with the terms of this Deed.

5. MISCELLANEOUS

- 5.1 This Deed shall operate as a local land charge on the Land and pursuant to the Local Land Charges Act 1975, as amended shall be registered in the register of Local Land Charges by the District Council
- 5.2 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise by them of their statutory functions and the rights powers duties and obligations of the District Council or the County Council under private or public statutes bye-laws orders and regulations may be fully and effectively exercised
- 5.3 No provisions of this Deed shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999
- 5.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 5.5 Where any payment of costs or other payments are to be made by the Owner to the District Council or the County Council such costs and other payments shall be deemed to be reasonable and proper.

- 5.6 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 5.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 5.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.10 In the event that the Council at any time hereafter grants a planning permission pursuant to an application made under section 73 of the Planning Act in respect of any condition on the Planning Permission references in this Deed to the Planning Application, the Planning Permission and/or the Development shall be deemed to include any such subsequent planning application, planning permission and/or development granted as aforesaid and this Deed shall thenceforth take effect and be read and construed accordingly.
- 5.11 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 5.11.1 any statutory undertaker or other person who acquires any part of the Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
- 5.11.2 an individual owners, occupier or tenant or mortgagee of an Open Market Dwelling;
- 5.11.3 an individual owner, occupier or tenant or mortgagee of an Affordable Housing Dwelling in their capacity as such EXCEPT for the obligations regulating the use of the Affordable Housing Dwellings as contained in First Schedule and the obligations in the First Schedule of this Deed which shall remain binding SAVE THAT the said obligations regulating the use of the Affordable Housing Dwellings shall not be binding on Protected Occupier(s) or their mortgagees and their successors in title or any successor in title to such Protected Occupier(s) or their mortgagees and their successors in title.

6. **THE OWNER'S OBLIGATIONS**

The Owner covenants with the District Council and the County Council to observe and perform the obligations, covenants, restrictions and requirements set out in the body of this Deed and in the Schedule

7. **CHANGE IN OWNERSHIP**

The Owner agrees to give the District Council immediate written notice of any change in ownership of any interest in the Land

8. **LATE PAYMENTS**

Where any payment to the District or County Council falls due hereunder Interest shall be payable on the amount of such payment from the due date of payment until the date of actual payment

9. **WAIVER**

No waiver (whether express or implied) by the District Council or County Council of any breach or default in performing or observing any of the obligations covenants restrictions requirements terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

10. **JURISDICTION**

The Owner agrees that this Deed is governed by and interpreted in accordance with the laws of England

FIRST SCHEDULE

The Owner covenants with the District Council as follows:

Part 1 NOTIFICATIONS

1. To provide the District Council with at least seven (7) Working Days' prior written notice of the occurrence of the following:
 - 1.1 Commencement of Development;
 - 1.2 the date of first Occupation of the Dwellings;
 - 1.3 the date of Occupation of 25% of the Dwellings;
 - 1.4 the date of Occupation of 50% of the Dwellings;
 - 1.5 the date of Occupation of 75%% of the Dwellings.

Part 2 PROVISION OF AFFORDABLE HOUSING

2. That 50% of the Dwellings on the Land shall be provided as Affordable Housing to reflect a tenure mix of seventy five per cent (75%) as Affordable Rented Units and/or Social Rented Units and twenty five per cent (25%) as Shared Ownership Units in the location shown on the Affordable Housing Plan in the following number and tenure (or such other mix as may be agreed in writing by the District Council):

| House Type | Shared Ownership (25%) | Affordable Rented (75%) | GIA | Total Affordable Units |
|-------------------------------------|------------------------|-------------------------|-----------|------------------------|
| 2 bed 4 person terraced house | 2 | 6 | Min 79sqm | 8 |
| 3 bed 5 person terraced house | 0 | 13 | Min 93sqm | 13 |
| 2 bed 4 person terraced block house | 2 | 2 | Min 79sqm | 4 |
| 3 bed 5 person semi narrow house | 2 | 2 | Min 93sqm | 4 |
| 3 bed 5 person terraced block house | 4 | 7 | Min 93sqm | 11 |
| | 10 units | 24 units | | 40 (100%) |

3. Not to Commence construction of any Affordable Housing Dwellings until it has submitted to the District Council the name of the chosen Registered Provider.

4. Not to permit more than 55% of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has been completed and either the freehold ownership or a minimum 125 year lease has been transferred/granted to a Registered Provider on the terms set out in Part 3 of this Schedule or as otherwise agreed in writing by the District Council.
5. Subject to clause 5.11.3 above and Part 4 of this Schedule, the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and shall not be Occupied until the Registered Provider has executed the Nominations Agreement and delivered the same to the District Council.

Part 3 TERMS OF OFFER OF AFFORDABLE HOUSING

6. The Affordable Housing Dwellings shall be transferred:
 - 6.1 with vacant possession;
 - 6.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer;
 - 6.3 free from any charge or other encumbrances which would prevent the same from being used for the development and the subsequent use of them as Affordable Housing;
 - 6.4 with full title guarantee;
 - 6.5 cleared of debris and building materials; and
 - 6.6 with all necessary rights of access and services.

Part 4 AFFORDABLE HOUSING MORTGAGEE SALE PROVISION

7. The Affordable Housing provisions in this Deed shall not be binding on a Mortgagee or chargee of a Registered Provider (or any receiver including an administrative receiver or administrator appointed by such Mortgagee or chargee or any other person appointed under any security documentation to enable such Mortgagee or chargee to realise its security (each a Receiver)) of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such Mortgagee or chargee or Receiver PROVIDED THAT:
 - 7.1 Such Mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and reasonable costs and reasonable expenses; and
 - 7.2 If such disposal has not completed within the three month period, the Mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolute.

Part 5 HIGHWAY WORKS

The Owner covenants with the District Council and the County Council as follows:

8. Not to cause or permit the Commencement of the Development until:
 - 8.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the Highway Works together with associated drawings and technical information to include but not be limited to the anticipated duration of construction of the Works together with the longstop date for completion of the Highway Works;
 - 8.2 A Highway Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraph 8.1 has been entered into by the Owner in respect of the Highway Works.
 - 8.3 Not to cause or permit the first Occupation of any Dwelling on the Site unless and until:
 - 8.3.1 the Highway Agreement to which paragraph 8.2 of this Schedule refers has been entered into by the Owner, the County Council and all parties with an interest in any land to be dedicated; and
 - 8.3.2 the Highway Works have been completed pursuant to and in accordance with the Highway Agreement.
 - 8.4 To pay the TRO Contribution to the County Council's prior to Commencement of the Development.
 - 8.5 Not to cause or permit Commencement unless and until the TRO Contribution has been paid to the County Council.

Part 6 CAR CLUB AND E-BIKE VOUCHERS

The following definitions apply for the purposes of this Part 6:

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|------------------------------|--|
| "Car Club" | means a scheme which gives members access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis; |
| "Car Club Membership" | means a free membership of a Car Club for a period of 3 years commencing from the date of first Occupation of a Dwelling by a relevant occupier; |
| "Car Club Operator" | means an operator of a Car Club approved in writing by the Council and selected by the Owner and which has a Car Club operating within proximity to the Land |

The Owner covenants with the District Council as follows:

9. To enter into a contract with a Car Club Operator to provide the Car Club Membership; and

10. To supply to the District Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator as required by paragraph 9 above; and
11. Not to cause or permit the Occupation of the Development unless and until a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator has been supplied to the District Council as required by paragraph 9 of this Part.
12. The Owner shall provide a free Car Club Membership for (at least) one Car Club space to be provided in or near the Development for benefit of each Occupier of each Dwelling upon the first Occupation of that Dwelling by an Occupier of the Dwelling who is eligible for membership under the rules of the applicable car club (a "relevant occupier").
13. The Owner shall ensure that:
 - 13.1 all materials published by the Owner or its agents for the purpose of selling or letting a Dwelling notifies potential purchasers or other occupants of the Car Club Membership arrangements; and
 - 13.2 estate agents and lettings agents are instructed in relation to the marketing of the Dwelling to draw the Car Club Membership arrangements to the attention of all Occupiers or prospective Occupiers.
14. In the event that a contract with a Car Club Operator is entered into pursuant to paragraph 9 of this Part above but the relevant Car Club Operator subsequently ceases to operate the Owner shall use reasonable endeavours to secure an alternative Car Club Operator to provide the Car Club Membership for the balance of the originally contracted term and paragraphs 9-13 of this Part 6 inclusive above shall apply to the appointment of such alternative Car Club Operator mutatis mutandis PROVIDED THAT paragraph 13 shall cease to apply and have no effect where there is six months or less left to run of any three year period within which Occupiers are entitled to Car Club Membership.
15. The Owner shall provide each Dwelling with a voucher for the purchase or rental of an e-bike, to the value of £50, redeemable at a supplier approved by the District Council.
16. The Owner shall issue the vouchers to first Occupiers of each Dwelling within one (1) month of Occupation.

Part 7 TRAVEL PLAN

The following definitions apply for the purposes of this Part 7:

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|-----------------------------------|--|
| "Travel Plan" | means a travel plan prepared in accordance with the sustainable development aims and objectives of the National Planning Policy Framework and the Travel Plan Guide |
| "Travel Plan Auditing Fee" | means the sum of £6,150 Index linked to be paid by the Owner to the County Council to be used towards the auditing of monitoring and compliance with the Travel Plan pursuant to the Travel Plan Guide |

“Travel Plan Guide”

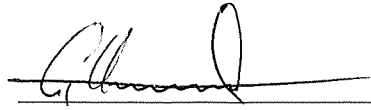
means the County Council’s “Travel Plans - A Good Practice Guide for Developers” (May 2024) or such replacement or updated guide;

The Owner covenants with the District Council and County Council as follows:

17. Prior to first Occupation of the Development to submit a full Travel Plan for the written approval of the County Council.
18. The approved full Travel Plan shall then be implemented on first Occupation of the Development and for each and every subsequent Occupation.
19. Not to Occupy or cause or permit Occupation of the Development unless and until such time as the Travel Plan has been implemented.
20. To maintain and develop the Travel Plan to the satisfaction of the County Council on an annual basis for five (5) years after first Occupation. If the approved Travel Plan targets have not been met by year 5 then monitoring will continue until year 9 in accordance with the Travel Plan Guide.
21. To pay the Travel Plan Auditing Fee Index-linked to the County Council prior to Commencement of the Development.
22. Not to Commence the Development unless and until such time as the Travel Plan Auditing Fee has been paid to the County Council.

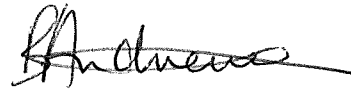
IN WITNESS whereof the Owner has executed this Deed on the day and year first before written

EXECUTED AS A DEED BY
GILES HARWOOD



Signature [Trustee]

in the presence of:



Witness Signature

Witness Name Bronte Andrews

Address 135 Comptons Lane
Horsham, RH13 6AS

Occupation EA + Admin

EXECUTED AS A DEED BY
DAVID LEWIS

Signature [Trustee]

in the presence of:

Witness Signature

Witness Name

Address

Occupation

IN WITNESS whereof the Owner has executed this Deed on the day and year first before written

EXECUTED AS A DEED BY
GILES HARWOOD

Signature [Trustee]

in the presence of:

Witness Signature


Witness Name

Address

.....

Occupation

EXECUTED AS A DEED BY
DAVID LEWIS



Signature [Trustee]

in the presence of:



Witness Signature

Witness Name DAVE PAYNE

Address 97 WOODLANDS WAY

SOUTHWATER RH13 9TF
.....

Occupation OPERATIONS MANAGER

EXECUTED AS A DEED BY
STEPHEN GLASS



Signature

[Trustee]

in the presence of:



Witness Signature

Witness Name MALGORZATA KEDZIERAWSKA

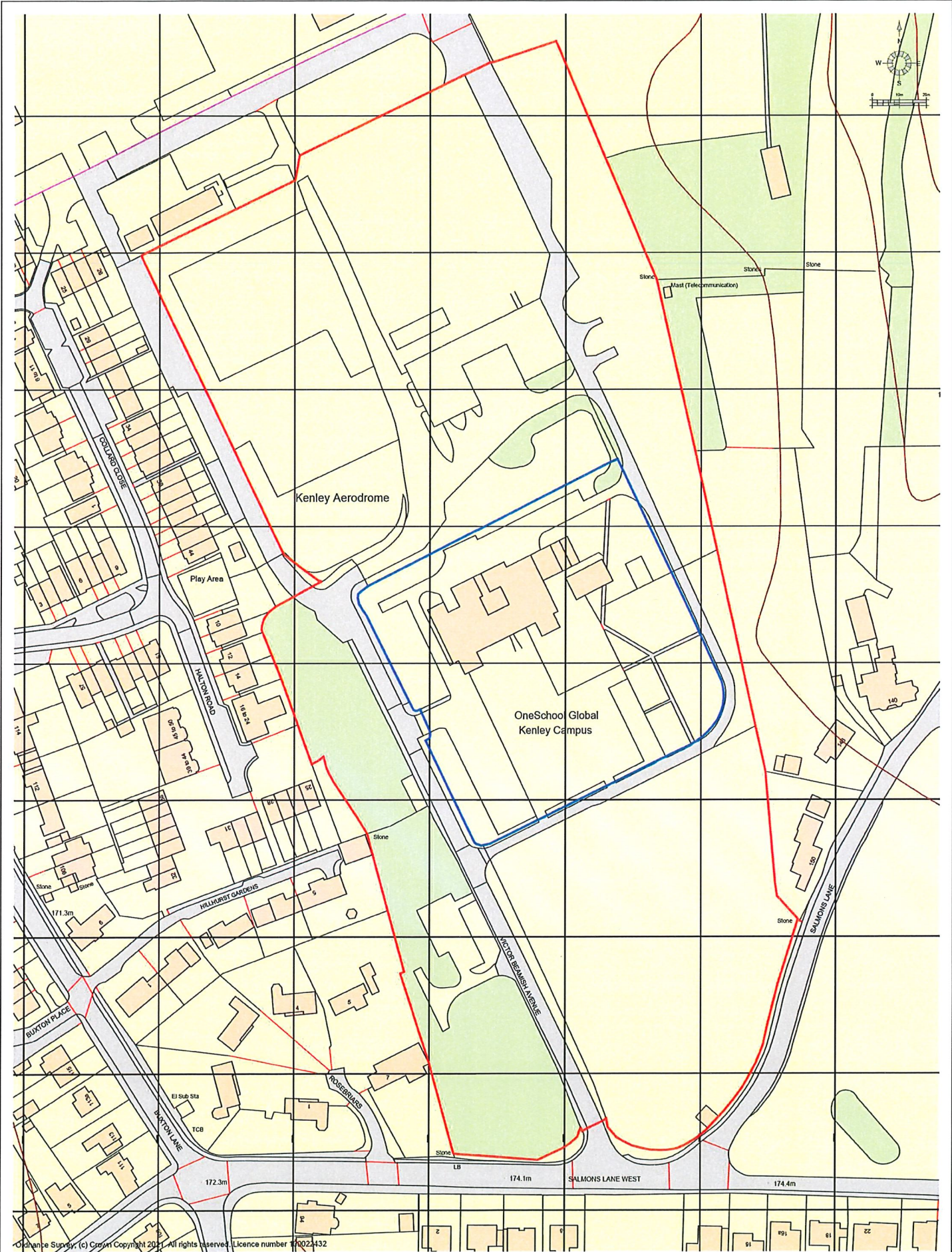
Address 34 NOTSON RD

SE 25 4 J 2

Occupation ACCOUNTS

ANNEXURE 1

PLAN



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| REV. | DATE | REVISIONS | BY | STATUS |
|------|------|-----------|----|--------|
| | | | | |

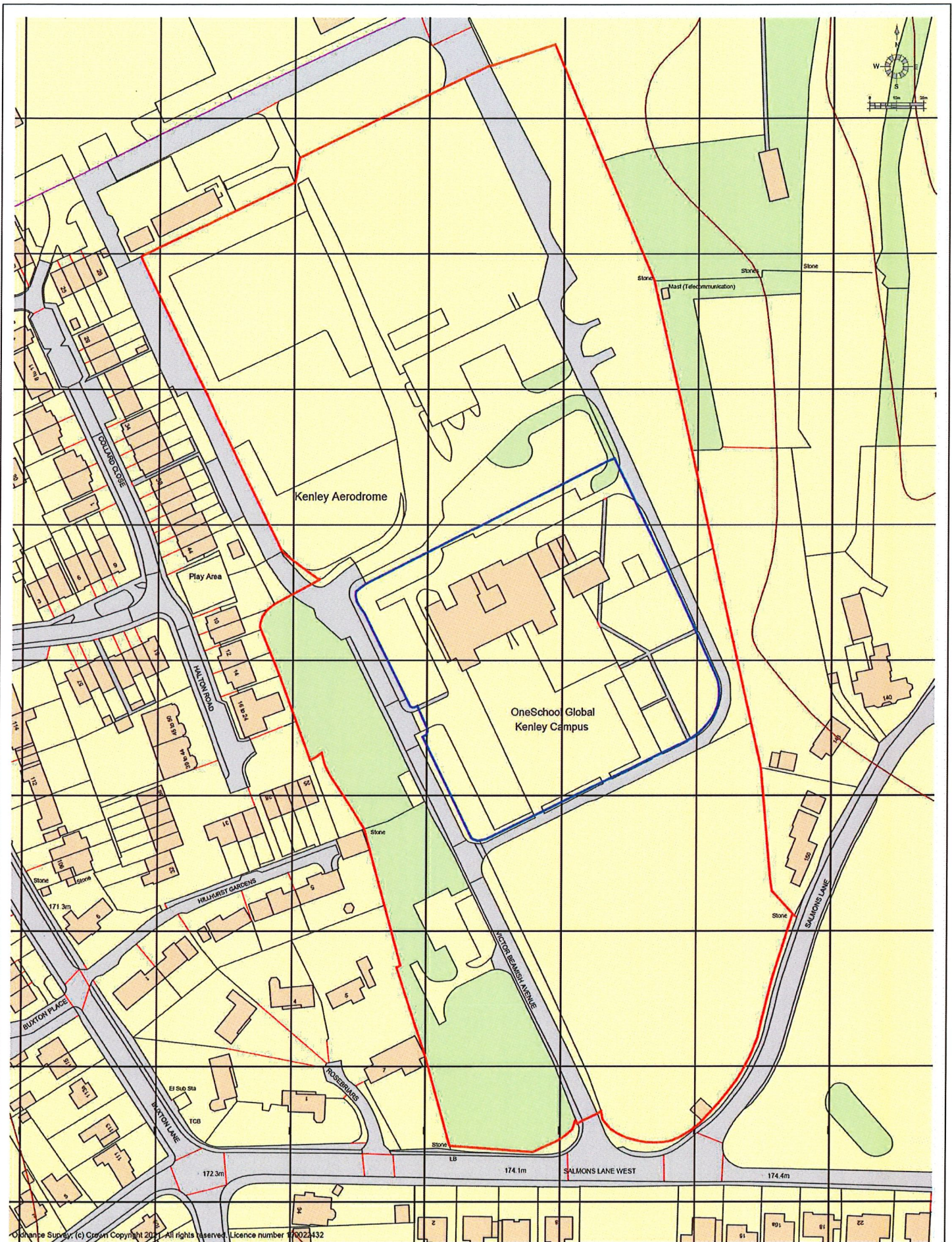
Section 106 Plan

| | | | |
|-----------------------------|-------|--------------------------------|---|
| CLIENT: | | PROJECT: Kenley Campus | |
| SCALE: 1:1250 (A3 ORIGINAL) | | DRAWING: OS Site Location Plan | |
| DRAWN: JF | 21125 | C100 | — |
| DATE: 08/08/22 | | | |

an.hfcid.com | planning + masterplanning
 Broadmead House, Farnham Business Park,
 Weydon Lane, Farnham, Surrey GU10 6DT.
 info@osparthitecture.com | www.osparthitecture.com
 Tel: 01252 874718

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GAH
 B. Anderson



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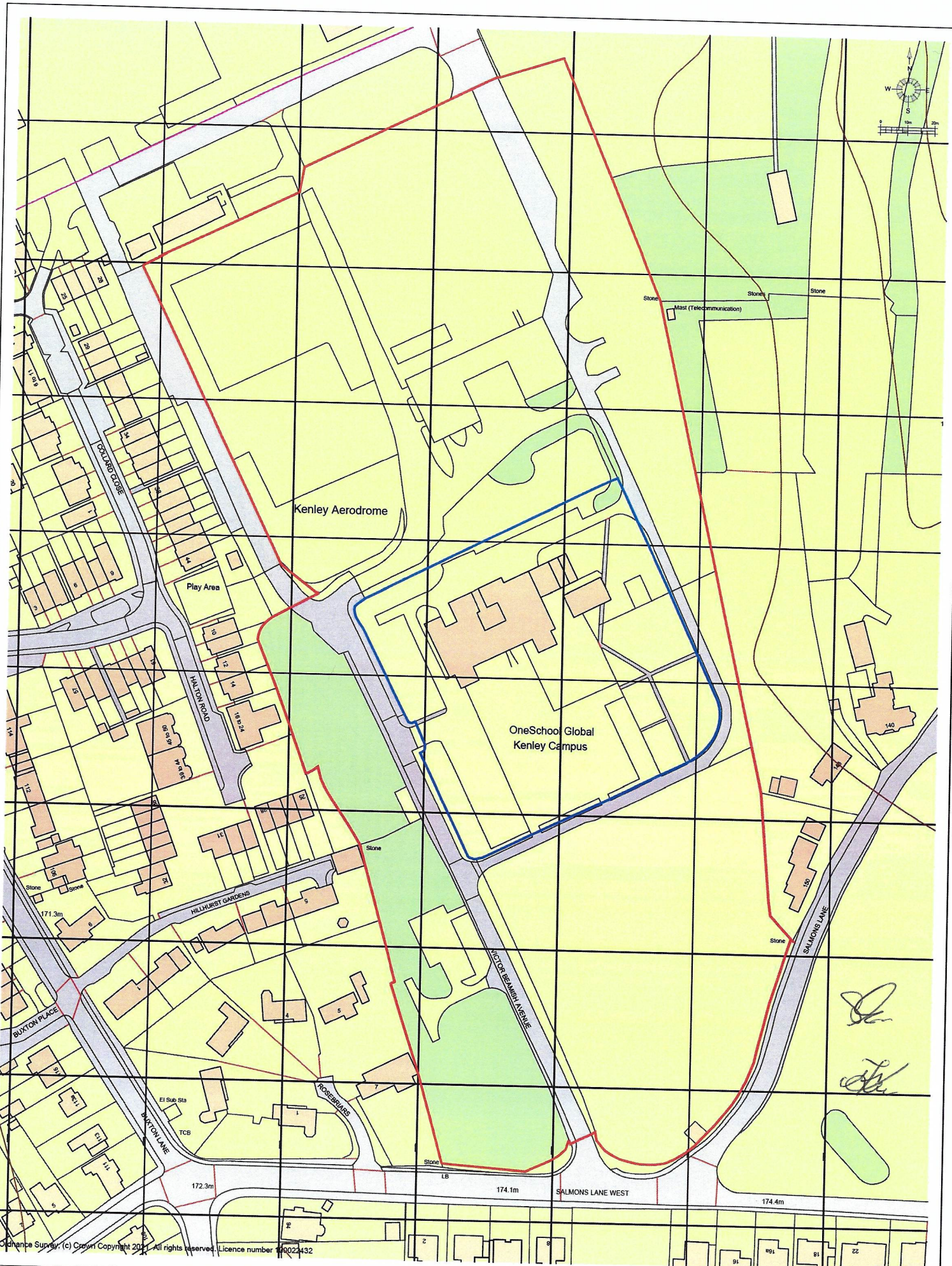
Section 106 Plan

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| CLIENT: | Kenley Campus | | |
| SCALE: | 1:1250 | (A3 ORIGINAL) | DRAWING: |
| DATE: | 03/06/22 | 21125 | C100 |

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| REV. | DATE | REVISIONS | BY | STATUS |
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Section 106 Plan

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| CLIENT: | Kenley Campus |
| SCALE: | 1:1250 (A3 ORIGINAL) |
| DRAWN: | JF |
| DATE: | 08/06/22 |
| PROJECT: | Kenley Campus |
| DRAWING: | OS Site Location Plan |
| 21125 | C100 |



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ANNEXURE 2

FORM OF NOMINATION AGREEMENT

DATED

2023

[] (1)

and

THE DISTRICT COUNCIL OF TANDRIDGE (2)

NOMINATION AGREEMENT
Relating to land known as

[Ref]

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THIS NOMINATION AGREEMENT is made the day of 2023

BETWEEN

- (1) [] [a registered Co-Operative and Community Benefit Society (Community Benefit Society Number []) under the Co-Operative and Community Benefit Societies Act 2014] [(Industrial and Provident Society Number [] whose registered office is at [] (“**the Registered Provider**”)

- (2) **THE DISTRICT COUNCIL OF TANDRIDGE** (also known as Tandridge District Council) of Council Offices, Station Road East, Oxted, Surrey RH8 0BT (“**the District Council**”)

1 BACKGROUND

- 1.1 Words and expressions used in this Agreement are defined in clause 2.
- 1.2 The Registered Provider shall by virtue of an Agreement for Sale acquire the Property and pursuant to the provisions of the Section 106 Agreement & Grant Agreement the Registered Provider has agreed to grant to the District Council the nomination rights hereinafter contained in respect of the Affordable Housing Units.

AGREED TERMS

2 INTERPRETATIONS

- 2.1 In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

Affordable Housing means housing to include Social Rented Units and Affordable Rented Units and Shared Ownership Units provided to specified eligible households whose needs are not met by the market. Affordable housing shall:

- (a) meet the needs of eligible households who the Local Planning Authority could reasonably expect to occupy this Development having regard to its Housing Allocation Scheme including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices; and

- (b) include provision for the homes to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within the District subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

Affordable Housing Units means the units of residential accommodation as detailed in Schedule 1 which are to be constructed on the Property pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in

accordance with this Agreement and "Affordable Housing Unit" is any part of the Affordable Housing Units capable of separate occupation;

Affordable Rent means rented housing let to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND in any event and in all cases the rent levels shall not at any time (unless otherwise agreed in writing by the Responsible Officer) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Affordable Rented" shall be construed accordingly;

Agreement for Sale means the agreement dated [] made between (1) [] and (2) the Registered Provider;

Allocation Scheme means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended;

Capital Funding Guide means the rules and procedures published by Homes England on 4th November 2016 (as amended) or any successor documents issued by Homes England;

Chargee means a mortgagee or chargee of the Registered Provider (or any receiver including an administrative receiver) appointed by such mortgagee or chargee pursuant to either the Law of Property Act 1925 or appointed under security documentation or any other person appointed under any security documentation to enable such mortgagee or chargee of the Registered Provider to realise its security or any administrator (howsoever appointed) including a housing administrator appointed pursuant to Chapter 5 of Part 4 of the Housing and Planning Act 2016;

Choice Based Letting Scheme means a process through which the District Council may allocate the Affordable Housing Units in accordance with its adopted Allocation Scheme and which incorporates an advertising scheme under the Communities and Local Government Code of Guidance for Local Housing Authorities Allocation of accommodation: Choice Based Lettings or as set out in any subsequent guidance or legislation in relation to the allocation of accommodation which the District Council must or chooses to adopt;

Data Controller has the meaning as set out in the Data Protection Legislation;

Data Protection Legislation has the meaning set out in [clause 23.1];

Data Subject has the meaning as set out in the Data Protection Legislation;

Decant means moving a tenant out of his/her accommodation on a temporary basis whilst works are undertaken requiring the property to be vacated

Help to Buy Agents means the organisation appointed by Homes England to administer low cost home ownership products in the south of England or any agent from time to time appointed by Homes England;

Help to Buy: Shared Ownership means the government scheme for low cost home ownership products administered by the Help to Buy Agents and "Help to Buy" shall be construed accordingly;

Homes England means the body that funds and regulates Registered Providers and such expression shall include successors to the functions and powers of Homes England;

Initial Let means the first letting of each newly constructed and previously unoccupied Rented Unit;

Initial Sale means the first sale of a newly constructed and previously unoccupied Shared Ownership Unit

Lease means a shared ownership lease drawn in accordance with the guidelines and requirements of Homes England and substantially in the form of the Model Lease;

Local Housing Allowance means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it; means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it;

Management Transfer means a transfer of an existing tenant by the Registered Provider previously agreed by the District Council in writing in circumstances where the District Council is satisfied that the tenant needs or is required to move to a different area due to exceptional circumstances requiring immediate or urgent resolution;

Market Value means the value of the leasehold interest of a Shared Ownership Unit with vacant possession on the open market between a willing seller and a willing buyer as assessed by a

qualified independent valuer and registered with the Royal Institution of Chartered Surveyors and calculated in accordance with the Capital Funding Guide;

Model Lease means the appropriate form of model lease for a shared ownership flat or house published by Homes England (as may be amended from time to time);

Nominee means a person who is selected by the District Council and whose name is taken from the Tandridge Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council including any Choice Based Letting Scheme and in compliance with the Local Criteria applicable to the Affordable Housing Units;

Nomination Notice means notice given by the District Council to the Registered Provider nominating a Nominee to a relevant Affordable Housing Unit;

Nomination Request means a written notice to the District Council requesting the District Council to nominate a Nominee for an Affordable Housing Unit (or part thereof)

Other Eligible Person means a person selected by a Registered Provider in accordance with this Nomination Agreement and who is in need of Affordable Housing and in the case of Shared Ownership who shall meet the criteria for Help to Buy (those eligible to be on the home ownership register held by the Help to Buy agent);

Personal Data has the meaning as set out in the Data Protection Legislation;

Plan means the plan annexed at Schedule 2;

Planning Permission means the planning permission granted by the District Council dated [] under reference [];

Processing has the meaning as set out in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;

Property means the [freehold] **OR** [leasehold] land known as land at Surrey being registered at the Land Registry under title number(s) [] and shown for the purposes of identification only edged [] on the Plan **OR** means the land known as [] and shown for the more particularly delineated and edged [] on the Plan;

Protected Occupier means a person who is Occupying an Affordable Housing Unit and who:

- has exercised the right to acquire pursuant to Section 180 of the Housing and a person who is Occupying an Affordable Housing Unit and who:

- has exercised the right to acquire pursuant to Section 180 of the Housing and Regeneration Act 2008 or any equivalent statutory provision for the time being in force in respect of a particular Affordable Housing Unit; or
- has exercised any statutory right to buy or preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force in respect of a particular Affordable Housing Unit; or
- has been granted a lease of a Shared Ownership Unit by a Registered Provider and has subsequently purchased from the Registered Provider 100% of the equity from the Registered Provider and owns the entire Shared Ownership Unit

Rented Units means any Affordable Housing Units which are to be let at Affordable Rent as identified in the Schedule 1 [and coloured in [] on the Plan] which are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement pursuant to a Tenancy and "Rented Unit" is any of the Rented Units;

Re-Sales means any existing Shared Ownership Unit in respect of which the Registered Provider:-

- (a) has received from the existing leaseholder thereof notice of a proposed onward sale or assignment in accordance with the alienation provisions (or equivalent) contained within the Lease of the same; or
- (b) is entitled to dispose via the grant of a fresh Lease (whether as a result of a surrender or forfeiture of the previous Lease or otherwise)

and "Re-Sale Shared Ownership Unit" shall be construed accordingly];

Responsible Officer means the Strategic Director of People or such person as the District Council may nominate in her place from time to time.

Section 106 Agreement means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) dated [] and made between (1) the District Council (in its capacity as Local Planning Authority) and [] (2) relating to the development of the Property pursuant to the Planning Permission or any modification or variation thereof.

Shared Ownership Unit means an Affordable Housing Unit which is occupied under a form of Model Lease granted by the Registered Provider where the occupier purchases an initial share of the equity and Shared Ownership shall be construed accordingly;

Social Rent means rented housing for which guideline target rents are determined through the national rent regime or provided under equivalent rental arrangements as agreed in writing with

the District Council or with Homes England and in all cases the rent levels shall not exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Social Rented" shall be construed accordingly;

Tenancy means an assured or assured shorthold tenancy drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as may be authorised by Homes England from time to time for use by the Registered Provider or a secure tenancy under the Housing Act 1985 and "Tenancies" shall be construed accordingly;

Void Rented Unit means an existing Rented Unit which is vacant as a result of its previous tenant or occupier vacating and "Void" shall be construed accordingly;

Working Day means any day (other than a Saturday, Sunday, or any statutory bank holiday) on which Clearing Banks (being a bank which is a member of the CHAPS Clearing Company Limited and APACS Limited) are open in England for the transaction of banking business;

- 2.2 For the purposes of this Agreement words importing gender include any other gender and words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 For the purposes of this Agreement a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement .
- 2.4 In the event of any inconsistency between this Agreement and the Section 106 Agreement, the Section 106 Agreement shall prevail.

3 NOMINATION RIGHTS

- 3.1 In consideration of the District Council discharging its responsibility for identifying, allocating and bringing forward sufficient housing land to meet the strategic housing requirements as they relate to its district and for facilitating the provision of Affordable Housing the Registered Provider hereby agrees for the benefit of the District Council as set out in this Agreement.
- 3.2 The Registered Provider covenants not to cause, permit or suffer the disposal or occupation of any Affordable Housing Unit at any time otherwise than strictly in accordance with the procedures set out in this Agreement.

4 RENTED UNITS

- 4.1 From the date hereof, the Registered Provider grants the District Council the right to nominate to 100% of the Initial Lets of the Rented Units and 75% of the subsequent lets upon the terms contained in this clause.

Initial Let Rented Units

4.2 In the case of all Initial Let Rented Units:-

- 4.2.1 The Registered Provider shall give the District Council not less than Three (3) months' prior written notice of the date when it reasonably believes an Initial Let Rented Unit will be ready for occupation.
- 4.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Let Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme. The nomination request shall contain details of the postal address, rent, property size and any required information relevant to the letting of the Affordable dwelling in question on the District Council's choice based letting system.
- 4.2.3 Within twenty-five (25) Working Days of receipt of the Nomination Request (or within twenty-five (25) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable the District Council or its agents shall be entitled to give a Nomination Notice.
- 4.2.4 Upon receipt of the Nomination Notice the Registered Provider will (subject to clause 6) offer the Nominee identified in the Nomination Notice a Tenancy of the Initial Let Rented Unit.
- 4.2.5 If the District Council or its agents fail to serve a Nomination Notice within twenty-five (25) Working Days of receipt of the Nomination Request (or within twenty-five (25) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.2.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.2.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.2.4 either:-
 - (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted

then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within fifteen (15) Working Days of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.2.4 to 4.2.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated for a period of three (3) cycles after which time the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person

Void Rented Units

- 4.3 In the case of all Rented Units which have become Void after the Initial Let:
- 4.3.1 The Registered Provider shall give the District Council not less than fifteen (15) Working Days prior written notice of the date when it reasonably believes a Void Rented Unit will be ready for occupation.
 - 4.3.2 The Registered Provider shall serve on the District Council a Nomination Request not less than five (5) Working Days prior to such Void Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme.
 - 4.3.3 Within twenty (20) Working Days of receipt of the Nomination Request (or within twenty (20) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.
 - 4.3.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Tenancy of the Void Rented Unit.
 - 4.3.5 If the District Council or its agents fail to serve a Nomination Notice within twenty (20) Working Days of receipt of the Nomination Request (or within twenty (20) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
 - 4.3.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.3.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.3.4 either:-
 - (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being acceptedthen the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within fifteen (15) Working Days of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.3.4 to 4.3.6 (inclusive) shall be repeated for a period of three (3) cycles after which time the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person

5 SHARED OWNERSHIP UNITS

- 5.1.1 From the date hereof the Registered Provider grants the District Council the right to nominate to 100% of the Initial Sales of the Shared Ownership Units and 75% of the subsequent sales upon the terms contained in this clause.

Initial Sale Shared Ownership Units

5.2 In the case of all Initial Sale Shared Ownership Units:-

5.2.1 The Registered Provider shall give the District Council not less than four (4) months' prior written notice of the date when it reasonably believes an Initial Sale Shared Ownership Units will be ready for occupation.

5.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Sale Shared Ownership Units becoming available for occupation.

5.2.3 Within ten (10) Working Days of receipt of the Nomination Request the District Council or its agents shall be entitled to give a Nomination Notice.

5.2.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Lease of the Initial Sale Shared Ownership Units.

5.2.5 If the District Council or its agents fail to serve a Nomination Notice within ten (10) Working Days of receipt of the Nomination Request the Registered Provider may make its own allocation in respect of the relevant Shared Ownership Units to an Other Eligible Person.

5.2.6 If a Nominee named in a Nomination Notice served pursuant to [clause 5.2.3] to whom the Registered Provider offers a Lease pursuant to [clause 5.2.4] either:-

- (a) does not accept that offer within ten (10) Working Days of the offer being made; or
- (b) thereafter fails to enter into a contract for the grant of a Lease within a reasonable time (but not less than eight (8) weeks following the offer being accepted)

then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within 10 (ten) Working Days of the date of receipt of that further Nomination Request and the procedure set out in [clauses 5.2.4 to 5.2.6] (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

Re-Sale Shared Ownership Units

5.3 In the case of all Re-Sale Shared Ownership Units:

5.3.1 On receipt of a notice from the existing leaseholder enquiring whether the Registered Provider has any nomination to offer pursuant to the terms of the Lease ("a

Leaseholder Notice") or a Re-Sale Shared Ownership Unit becoming available for purchase, the Registered Provider must:

- (a) within five (5) Working Days register the Shared Ownership Unit with the Help to Buy Agents for advertisement and shall simultaneously notify the District Council that this has been done; and
 - (b) serve on the District Council a Nomination Request not more than ten (10) Working Days after advertisement pursuant to [clause 5.3.1(a)]
- 5.3.2 Within five (5) Working Days of receipt of the Nomination Request the District Council or its agents shall be entitled to give a Nomination Notice
- 5.3.3 Upon receipt of the Nomination Notice the Registered Provider will (subject to clause 8) offer (or procure a reasonable offer is made to) the Nominee identified in the Nomination Notice a Lease of the Re-Sale Shared Ownership Unit
- 5.3.4 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request, the Registered Provider may make its own allocation in respect of the relevant Shared Ownership Unit to an Other Eligible Person
- 5.3.5 If a Nominee named in a Nomination Notice served pursuant to [clause 5.3.2] to whom the Registered Provider offers a Lease pursuant to [clause 5.3.3] either:-
- (a) does not accept that offer within ten (10) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a contract for the grant or assignment of a Lease within a reasonable time (but not less than eight (8) weeks following the offer being accepted)
- then the Registered Provider (to the extent it is entitled to do so under the Lease) must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within three (3) Working Days of the date of receipt of that further Nomination Request and the procedure set out in [clauses 5.3.3 to 5.3.5] (inclusive) shall be repeated until the eight (8) week period has been exhausted.]

6 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS

6.1 The District Council may consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit for:

- 6.1.1 a temporary Decant of a Rented Unit after which the tenant occupier will be returning to that Rented Unit;
- 6.1.2 a Management Transfer

6.2 The District Council may consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit in the following circumstances:

6.2.1 a mutual exchange; or

6.2.2 a transfer of a Tenancy to a qualified successor being a person entitled to succeed to the Tenancy by reason of statute or the specific terms of the Tenancy

PROVIDED ALWAYS that any such release under clause 6.1 and 6.2 will not affect the District Council's future nomination rights under clause 4.

7 REJECTION OF NOMINEES

7.1 The Registered Provider may reject a Nomination Notice given by the District Council in respect of an Affordable Housing Unit pursuant to clause 4 on the following (and no other) grounds:-

7.1.1 the Affordable Housing Unit does not meet the household's need in terms of size or accessibility;

7.1.2 the Registered Provider considers that the Nominee is not a qualifying person as defined by the Allocation Scheme;

7.1.3 the Registered Provider can demonstrate to the satisfaction of the District Council that the property is unaffordable for the nominated household and that all reasonable steps have been taken to verify its affordability for the nominated household ;

7.2 The Registered Provider may in exceptional circumstances reject a Nominee where the Registered Provider (acting reasonably) considers that the Nominee fails the criteria set out in its own internal policies and procedures for letting Rented Units and shall provide the reasons for refusal in writing to the District Council

PROVIDED THAT where such a rejection is made pursuant to clause [7.1 or 7.2] the District Council shall be entitled to serve another Nomination Notice in respect of the Affordable Housing Unit in accordance with clause 4 by way of replacement

8 CHOICE BASED LETTING SCHEME AND LOCAL CRITERIA

8.1 In the case of Rented Units the Registered Provider will comply fully at all times with the Choice Based Letting Scheme (where applicable).

9 ALLOCATION SCHEME

The Allocation Scheme shall apply to all nominations made by the District Council pursuant to this Agreement and shall take precedence over any other letting or allocation scheme, marketing strategy or other procedure or policy adopted by the Registered Provider.

10 TENANCY TERMS AND LETTINGS POLICY

- 10.1 In respect of all Tenancies of Rented Units offered or granted to Nominees and Other Eligible Persons pursuant to clause 4 the Registered Provider shall
- 10.1.1 ensure its tenure term and terms are reasonably appropriate to the relevant Nominee or Other Eligible Person; and
 - 10.1.2 have reasonable regard to and reasonably reflect the District Council's Tenancy Strategy
- 10.2 The Registered Provider shall upon the date of this Agreement provide the District Council with copies of its current:
- 10.2.1 tenancy policy;
 - 10.2.2 lettings/allocations policy; and
 - 10.2.3 associated policies and documents adopted or followed by the Registered Provider and provide to the District Council any revisions of the above from time to time promptly following their issue or adoption.

11 SUPPLY OF INFORMATION AND MONITORING MEETINGS

- 11.1 The Registered Provider shall promptly provide to the District Council upon reasonable request at any time any information in relation to the Affordable Housing Units relating to: -
- 11.1.1 waiting lists, allocation criteria, vacancies, allocations and (where applicable) rent levels and any policy relating to rent in advance payments;
 - 11.1.2 any proposed or actual sales pursuant to any statutory or contractual right to buy (whether under Part 1 of the Housing Act 1996 or otherwise); and
 - 11.1.3 such other information that the District Council may reasonably require in order to enable it to ensure that the Registered Provider is at all times complying with the provisions of this Agreement
- 11.2 Upon reasonable written notice from the District Council the Registered Provider shall attend monitoring meetings to consider and discuss its compliance with the provisions of this Agreement and in particular the Registered Provider shall ensure that:
- 11.2.1 any information requested by the District Council pursuant to [clause 11.1] shall be provided to it not less than five (5) Working Days prior to any such meeting; and
 - 11.2.2 staff and agents with reasonable seniority and experience of the subject matter of this Agreement shall attend any such meeting

PROVIDED THAT the District Council shall not call such meetings more than once annually, unless the District Council has reasonable grounds to believe that the Registered Provider is in material breach of any of its any obligations under this Agreement (in which event the District Council will set out these grounds in its written notice to the Registered Provider requesting such meeting)

12 MANAGEMENT AND MAINTENANCE

- 12.1 The Registered Provider shall ensure or procure that following practical completion of the Affordable Housing Units they are at all times properly managed and maintained and that the Registered Provider (in its capacity as landlord of the Affordable Housing Units) complies at all times with all its statutory and contractual obligations to the tenants, leaseholders and occupiers of the same.

13 FINANCIAL CONSTRAINTS ON RENTED UNITS

- 13.1 In relation to the Rented Units the Registered Provider shall:
- 13.1.1 be responsible for providing (or procuring the provision of) all services required to be provided under each Tenancy; and
 - 13.1.2 not require:
 - (a) any form of tenancy deposit (meaning any money intended to be held by the landlord under the Tenancy or otherwise as security for the performance of any obligations of the tenant or the discharge of any liability of his/hers arising under or in connection with the Tenancy);
 - (b) a charge for credit reference checks; or
 - (c) any form of guarantee or bond from any third-party guarantor unless the tenant is under the age of 18
 - 13.1.3 be entitled to levy rent in advance but such a levy shall not be applied in such a way that excludes eligible households that meet the definition of Affordable Housing. Where such exclusion occurs, based on the household's income and expenditure, the Registered Provider will make arrangements with the Nominee to levy the rent in advance in instalments over a reasonable period of time.
 - 13.1.4 ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Rented Units from time to time.

14 DISPOSAL RESTRICTIONS

- 14.1 The parties reaffirm the covenants and conditions contained in the Section 106 Agreement in relation to the occupation and disposal of the Affordable Housing Units.
- 14.2 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider has ensured compliance at all times with the terms of this Agreement.
- 14.3 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider shall first procure that the disponent (being a provider of Affordable Housing registered with Homes England and first approved in writing by

the Responsible Officer for Housing) shall have entered into a nomination agreement with the District Council which shall be substantially in the form of this Agreement (or such other form of nomination agreement as the District Council shall adopt from time to time).

15 SHARED OWNERSHIP UNIT SALES

- 15.1 In respect of each sale of a Shared Ownership Unit (whether an Initial Sale or a Re-Sale as the context permits):-
- 15.1.1 the Registered Provider shall not (unless otherwise reasonably agreed with the prospective purchaser of a Shared Ownership Unit) on an Initial Sale offer a Shared Ownership Unit for sale at more than a 75% share of the equity in that Shared Ownership Unit PROVIDED ALWAYS this shall not prevent a buyer from acquiring a greater share in a Shared Ownership Unit where this can be afforded by the buyer taking into account their individual financial circumstances and in all cases should be in accordance with the requirements of Homes England;
 - 15.1.2 the Registered Provider shall ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Shared Ownership Units from time to time;
 - 15.1.3 the Registered Provider shall retain in perpetuity a legal interest in each Shared Ownership Unit as landlord under each Lease (subject to any right of the leaseholder under each Lease to staircase to 100%);
 - 15.1.4 subject to any statutory provision and the requirements and/or guidance of Homes England published from time to time the leaseholder under each Lease shall be entitled to increase his share in the value of the Shared Ownership Unit in tranches of the Market Value so that on the final tranche the leaseholder shall acquire either the freehold interest or the whole of the leasehold interest;
 - 15.1.5 the Registered Provider shall ensure that the Lease contains the following provisions (unless the terms of the Model Lease expressly provide otherwise):
 - (a) the leaseholder under the Lease shall occupy the Shared Ownership Unit as his only main residence for himself and his household only; and
 - (b) the leaseholder shall not be entitled to assign or transfer the Shared Ownership Unit or any part of it unless he has first offered in writing to assign his interest to a person nominated by the Registered Provider in accordance with the terms of the Lease (where applicable); and
 - (c) the leaseholder under the Lease shall not without the prior consent of the Registered Provider underlet the whole or any part of the Shared Ownership Unit;
 - 15.1.6 the sale price in respect of any assignment by the leaseholder under each Lease shall be determined in accordance with the provisions of that Lease (where applicable); and

15.1.7 in the event of any breach by the leaseholder under a Lease of the provisions of [subclauses 15.1.515.1.5(a), (b) or (c)] herein the Registered Provider shall take all reasonably necessary action to enforce the provisions of the same (including the taking of legal proceedings where reasonably necessary)]

16 LAND REGISTRY RESTRICTION

16.1 **[Clauses 16.1 and 16.2 are for use where the Land has not yet been transferred to the RP:** The Registered Provider shall promptly [enforce the Agreement for Sale and secure the transfer] OR [make an application to the Land Registry for registration of the transfer/lease] of the Affordable Housing Units pursuant to clause [] of the Section 106 Agreement].

16.2 [The Registered Provider shall supply to the District Council a copy of the title information document issued by the Land Registry immediately following receipt of notice of completion of registration].

16.3 Immediately following the completion of [this Agreement] OR [registration referred to at [clause 16.2] above] the Registered Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge not being a charge registered before the entry of this restriction) is to be registered without a certificate signed on behalf of The District Council by its conveyancer that the provisions of [clause 14.3] of a Nomination Agreement dated [] have been complied with or that they do not apply to the disposition." (Land Registry Form L).

16.4 The Registered Provider shall promptly supply to the District Council a copy of the title information document issued by the Land Registry following receipt of notice of completion of registration of the restriction referred to in [clause 16.3].

16.5 Any certificates requested by the Registered Provider pursuant to the restriction referred to in [clause 16.3] must be made in writing to the District Council accompanied by the following information:

16.5.1 the full address of the Affordable Housing Units affected and up-to-date official copies of each and every Land Registry title relating to such Affordable Housing Units (including all superior freehold and leaseholds to the same and title plans);

16.5.2 the date of the nomination agreement to which the Affordable Housing Units are subject and the addresses as stated in the nomination agreement;

16.5.3 official copies of the Land Registry title(s) of the Registered Providers' interest (if not the same as in [clause 16.3]);

16.5.4 a written description of the dealing for which the Registered Provider is requesting certificate;

16.5.5 the name of the proposed disponee;

16.5.6 the anticipated completion date of the proposed disposal; and

16.5.7 a copy of any plan to be used with such disposal

- 16.6 The District Council will deal with all requests for certificates received from the Registered Provider in accordance with [clause 16.3] within a reasonable period of time and the District Council shall be entitled to recover all reasonable and proper costs incurred in connection with the grant of any certificates required pursuant to this clause.

17 COUNCIL'S POWERS AND LIABILITIES

- 17.1 Nothing contained in or implied by this Agreement shall:

17.1.1 prejudice or affect the District Council's rights, powers, duties or obligations relating to the exercise of the District Council's functions as a statutory body whether as a Council, Local Planning Authority or otherwise nor shall any consent (express or implied) given by the District Council under this Agreement be binding upon it in any capacity other than as a beneficiary of the covenants contained in this Agreement; and

17.1.2 imply that the District Council has any further or future liability for the Affordable Housing Units in respect of the management, maintenance, repair, insurance or general upkeep of the Affordable Housing Units.

18 MORTGAGEE PROTECTION

- 18.1 The District Council will retain the nomination rights contained in this Agreement in respect of the Affordable Housing Units in perpetuity and notwithstanding any sale or transfer to another provider of Affordable Housing the nomination rights shall be retained by the District Council EXCEPT THAT:

18.1.1 in the event of any Chargee lawfully exercising a power of sale granted to it under any mortgage or charge created by the Registered Provider in respect of any Affordable Housing Units (or part thereof) the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any such Chargee PROVIDED THAT the Chargee has first complied with its obligations contained in clause [10] of the Section 106 Agreement EXCEPT THAT the District Council will retain the nomination rights as set out in this Agreement in the event of a disposal of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) to another provider of Affordable Housing; and

18.1.2 the terms of this Agreement shall cease to have effect in respect of any Affordable Housing Unit which is occupied by a Protected Occupier and the terms of this Agreement shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of a Protected Occupier or any person deriving title from a Protected Occupier or any successor in title thereto and their respective

mortgagees and chargees SAVE THAT if any successor in title to a Protected Occupier is a provider of Affordable Housing this provision shall not apply and the terms of this Agreement shall still be binding and enforceable against such successors in title

19 DISPUTE RESOLUTION

- 19.1 In the event that any difference or dispute arises between the parties with regard to this Agreement such matter shall in the first instance be referred to [] of the Registered Provider and the Responsible Officer (or any persons nominated by them to act on their behalf) who shall within ten (10) Working Days of the referral to them, negotiate in good faith and attempt to resolve the dispute
- 19.2 If the matter cannot be resolved as provided for in [clause 19.1] then it shall be referred to the respective Chief Executive Officers of the Registered Provider and the District Council (or any persons nominated by them to act on their behalf) who shall within twenty eight (28) Working Days of the referral to them negotiate in good faith and attempt to resolve the dispute.
- 19.3 If the matter cannot be resolved as provided for in [clause 17.2] then either person referred to in [clause 19.2] may refer it to be determined by a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing. That person shall act as an expert and not an arbitrator but shall consider written representations made to him/her by the parties.
- 19.4 The parties agree that the decision of the person named in [clause 19.3] shall be binding and that each party shall bear its own costs of resolving the dispute and share equally the costs of such person (unless otherwise directed by such person).

20 NOTICES

- 20.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to:
- 20.1.1 For the District Council: The Responsible Officer at the address of the District Council given herein
 - 20.1.2 For the Registered Provider: [SPECIFY NAME OR ROLE] at [SPECIFY ADDRESS]
- or to such other person or address as one party shall notify to the other in writing from time to time
- 20.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- 20.2.1 by first class post deemed served two (2) Working Days after posting;
 - 20.2.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working

Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

20.2.3 through a document exchange deemed served on the first (1st) Working Day after the day on which it would normally be available for collection by the addressee; and

23.2.5 by e-mail to a party who confirms they will accept service by electronic mean other than fax will be deemed served if sent on a business day before 4.30pm on that day; or in any other case, on the next business day after the day on which it was sent.

21 COSTS

The Registered Provider shall pay to the District Council on or before the Date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.

22 NO FETTER OF DISCRETION

Nothing contained or implied in this Deed shall fetter or restrict the District Council's statutory rights, powers, discretions and responsibilities.

23 DATA PROTECTION

23.1 In this Agreement, "**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, in each case as amended or substituted from time to time;

23.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Deed.

23.3 The parties shall (and shall procure that any of their respective personnel shall) insofar as it relates to the performance of their respective obligations under this Deed:

23.3.1 adhere to all applicable provisions of the Data Protection Legislation;

23.3.2 comply with any notification requirements under the Data Protection Legislation; and

23.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Deed.

23.4 Notwithstanding the general obligation in [clause 23.3], in respect of the parties' rights and obligations under this Deed, the parties acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Deed.

- 23.5 Each party shall notify the other of the name and contact details of that party's designated data protection lead or Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each party shall promptly inform the other of any change in its Data Protection Officer.
- 23.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 23.7 Each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other (the "**Indemnified Party**") against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this [clause 23.7].
- 23.8 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

24 GOVERNING LAW

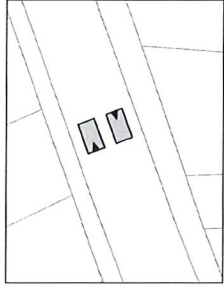
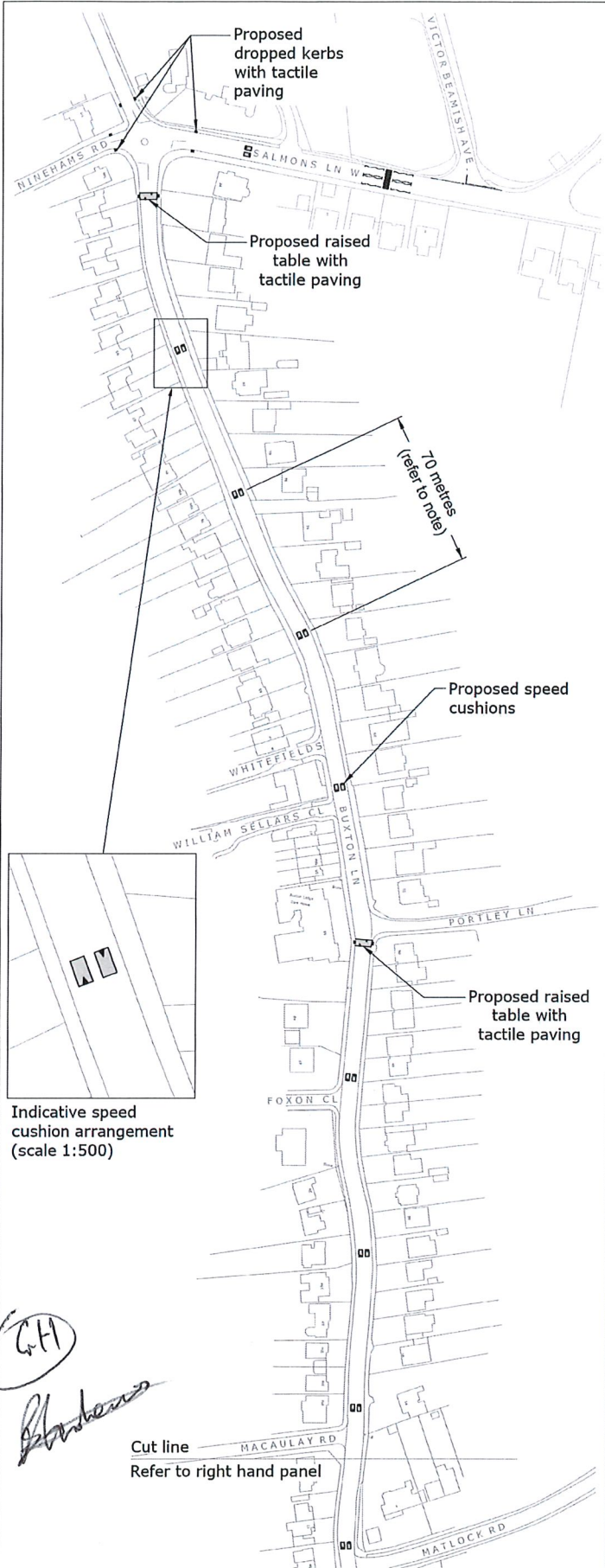
This Deed shall be governed and interpreted in accordance with the law of England and Wales.

In witness whereof the parties hereto have duly executed this Deed on the day and the year first before written

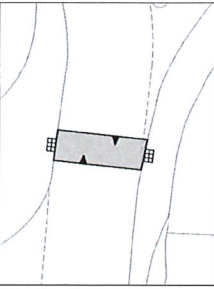
SCHEDULE 1 - AFFORDABLE HOUSING UNITS

| Plot | Postal No. | Street | Town | Postcode | Description | Tenure |
|------|------------|--------|------|----------|-------------|--------|
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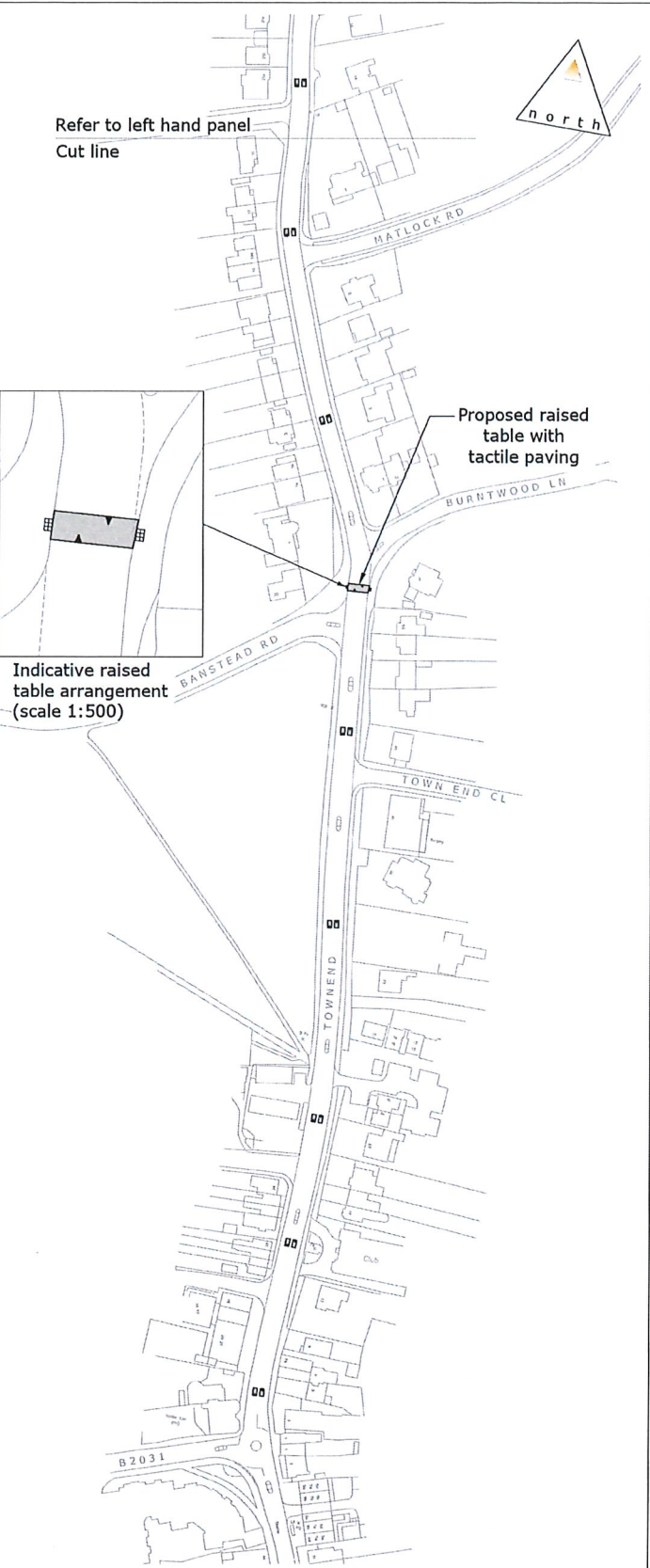
ANNEXURE 3
HIGHWAY WORKS PLAN



Indicative speed cushion arrangement (scale 1:500)



Indicative raised table arrangement (scale 1:500)

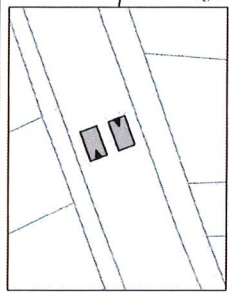
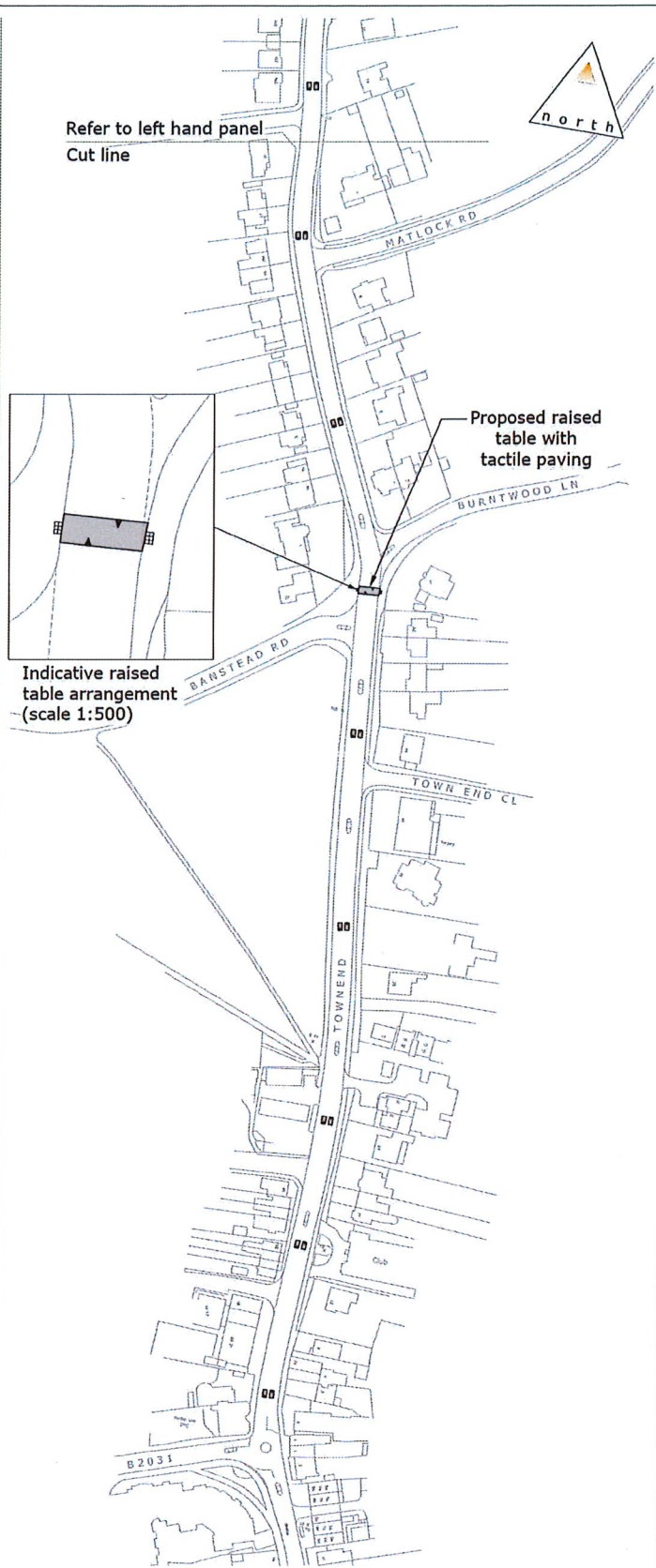
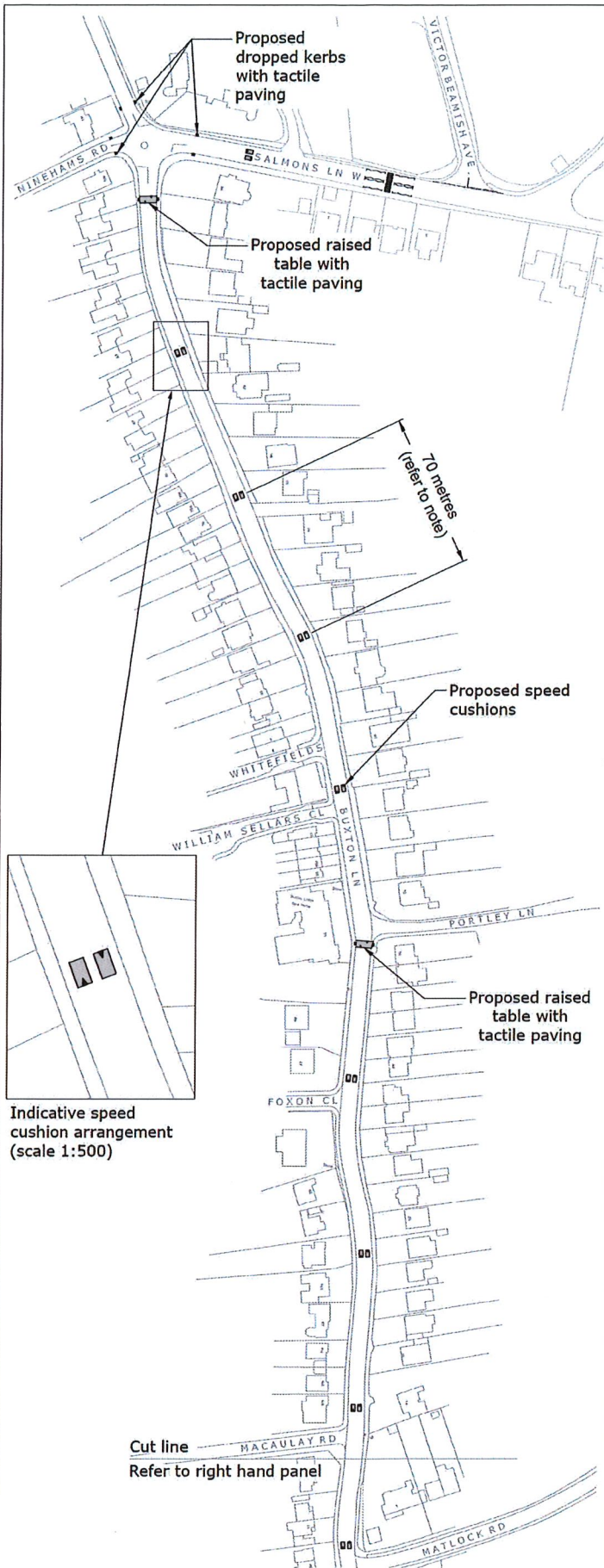


Note:
 Proposed speed reducing measures are shown indicatively at nominal 70 metre intervals. Actual spacing is to be determined at the detailed design stage to ensure that speed cushions do not conflict with existing junctions, pedestrian crossings or other highway features. Spacing should be between 60 and 90 metres, and shall not exceed 100 metres.

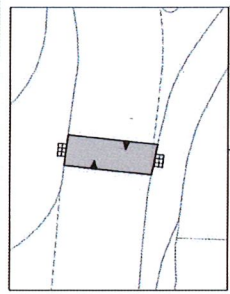
- Key:**
- ▣▣ Proposed speed cushions (refer to note)
 - ▣ Proposed raised tables



| | |
|--|------------------------|
| Project: Salmons Lane West, Caterham | |
| Title: Proposed Traffic Calming Arrangements Buxton Lane / Townend | |
| Scale: 1:2,000 (@ A3) | |
| Notes: | Drawing: 2106055-07 |
| | Revision: A |



Indicative speed cushion arrangement (scale 1:500)



Indicative raised table arrangement (scale 1:500)

Note:
Proposed speed reducing measures are shown indicatively at nominal 70 metre intervals. Actual spacing is to be determined at the detailed design stage to ensure that speed cushions do not conflict with existing junctions, pedestrian crossings or other highway features. Spacing should be between 60 and 90 metres, and shall not exceed 100 metres.

- Key:**
- Proposed speed cushions (refer to note)
 - Proposed raised tables



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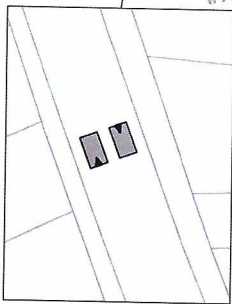
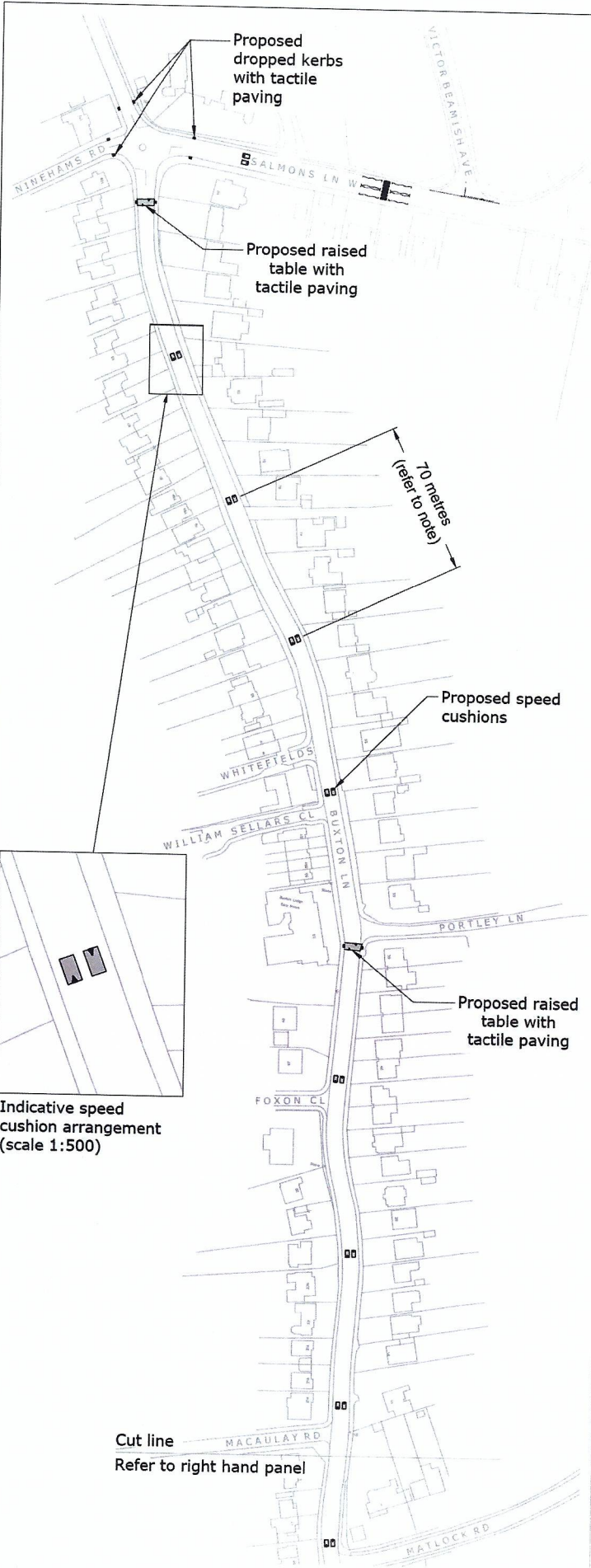
Title:
Proposed Traffic Calming Arrangements
Buxton Lane / Townend

Scale: 1:2,000 (@ A3)

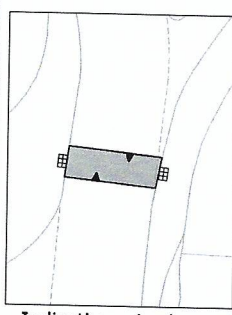
Notes:

Drawing:
2106055-07

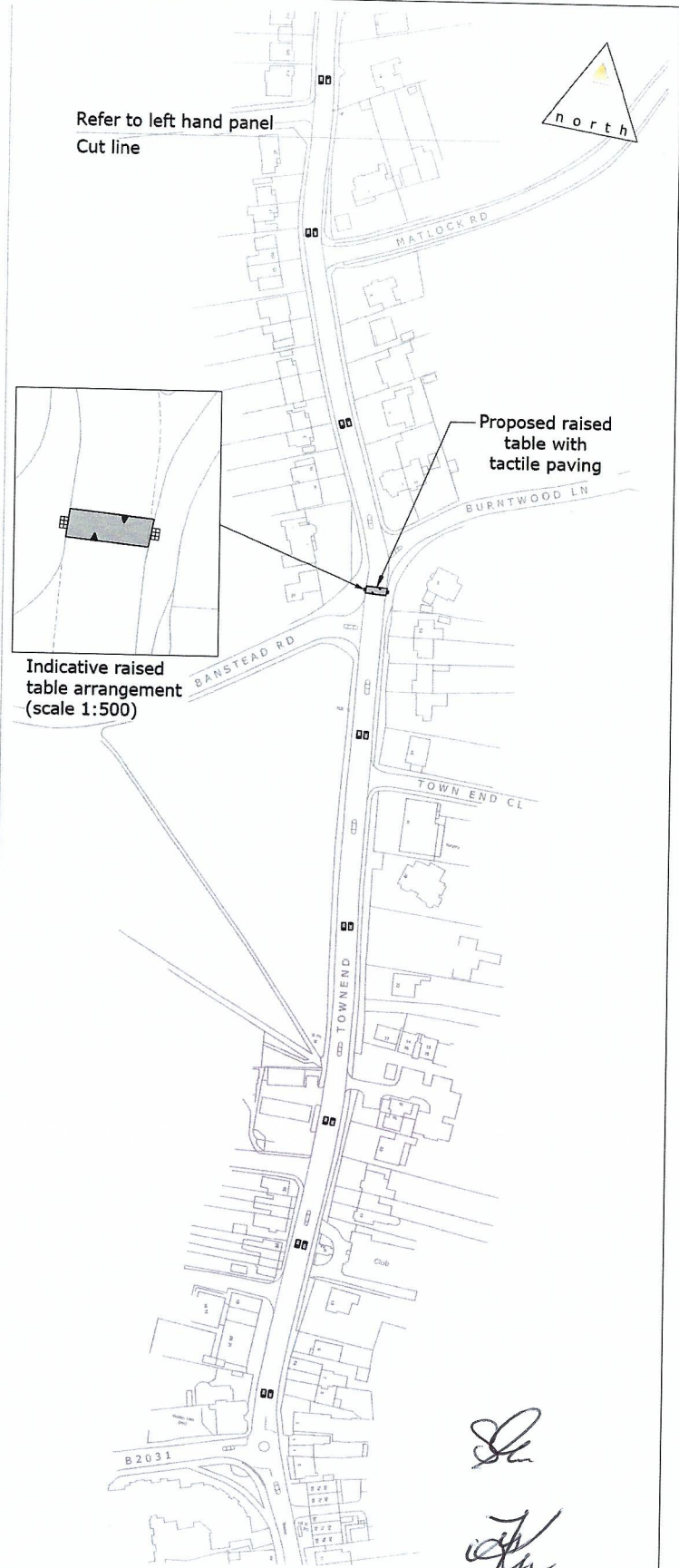
Revision:
A



Indicative speed cushion arrangement (scale 1:500)



Indicative raised table arrangement (scale 1:500)



Note:
 Proposed speed reducing measures are shown indicatively at nominal 70 metre intervals. Actual spacing is to be determined at the detailed design stage to ensure that speed cushions do not conflict with existing junctions, pedestrian crossings or other highway features. Spacing should be between 60 and 90 metres, and shall not exceed 100 metres.

- Key:**
- Proposed speed cushions (refer to note)
 - Proposed raised tables



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|--|------------------------|----------------|
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