

DATED

8 May

2017

- (1) CHERWELL DISTRICT COUNCIL
- (2) OXFORDSHIRE COUNTY COUNCIL
- (3) DORCHESTER HEYFORD PARK GP LIMITED AND DORCHESTER HEYFORD PARK NOMINEE LIMITED
- (4) UPPER HEYFORD GP LIMITED AND UPPER HEYFORD NOMINEE LIMITED
- (5) HEYFORD PARK ESTATE LIMITED
- (6) BOVIS HOMES LIMITED
- (7) HEYFORD COMMERCIAL LIMITED
- (8) HEYFORD COMMERCIAL DEVELOPMENT LIMITED
- (9) HEYFORD RESIDENTIAL LIMITED
- (10) LLOYDS BANK PLC
- (11) SECURE TRUST BANK PLC
- (12) HEYFORD PARK DEVELOPMENTS LIMITED
- (13) MOUNT STREET MORTGAGE SERVICING LIMITED

PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act
1990

relating to land at Camp Road Upper Heyford (Phase 6)
Oxfordshire

Application 16/00263/F

DATE

8 May

2017

PARTIES

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxon OX15 4AA ("the District Council"); and
- (2) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("the County Council"); and
- (3) **DORCHESTER HEYFORD PARK GP LIMITED** (Jersey Co Reg No. 103763) whose registered office is at 47 Esplanade, St Hellier, Jersey JE1 0BD and **DORCHESTER HEYFORD PARK NOMINEE LIMITED** (Jersey Co Reg No. 103763) whose registered office is at 47 Esplanade, St Hellier, Jersey JE1 0BD ("the First Owner"); and
- (4) **UPPER HEYFORD GP LIMITED** (Jersey Co Reg No. 103760) whose registered office is at 47 Esplanade, St Hellier, Jersey JE1 0BD and **UPPER HEYFORD NOMINEE LIMITED** (Jersey Co Reg No. 103759) whose registered office is at 47 Esplanade, St Hellier, Jersey JE1 0BD ("the Second Owner");
- (5) **HEYFORD PARK ESTATE LIMITED** (Co Reg No 7973218) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Third Owner");
- (6) **BOVIS HOMES LIMITED** (Co Reg No 397634) whose registered office is at The Manor House, North Ash Road, New Ash Green, Longfield, Kent, DA3 8HQ ("the Fourth Owner / First Mortgagee");
- (7) **HEYFORD COMMERCIAL LIMITED** (Co Reg No 7972839) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Fifth Owner");
- (8) **HEYFORD COMMERCIAL DEVELOPMENT LIMITED** (Co Reg No 7972706) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Sixth Owner");
- (9) **HEYFORD RESIDENTIAL LIMITED** (Co Reg No 7972803) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Seventh Owner");

- (10) **LLOYDS BANK PLC** (Co Reg No 2065) whose registered office is at 25 Gresham Street, London EC2V 7HN ("the Second Mortgagee");
- (11) **SECURE TRUST BANK PLC** (Co Reg No 00541132) whose registered office is at One Arleston Way, Solihull B90 4LH ("the Third Mortgagee")
- (12) **HEYFORD PARK DEVELOPMENTS LIMITED** (Co Reg No 09630640) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Eighth Owner"); and
- (13) **MOUNT STREET MORTGAGE SERVICING LIMITED** (Co Reg No 03411668) whose registered office is at 26 Red Lion square London WC1R 4AG ("the Fourth Mortgagee")

DEFINITIONS

1. For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Development"	the demolition of Buildings 485 and 488 and the erection of 43 dwellings with associated parking, infrastructure landscaping and public open space as set out in the Phase 6 Application
"Implementation"	the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Implement" "Implemented" and "Implementing" shall be construed

accordingly

"Interest"

interest at 4% per annum above the base rate of the Bank of England from time to time and compounded annually from the date on which it falls due to the date of actual payment

"Mortgagees"

together the First Mortgagee the Second Mortgagee the Third Mortgagee and the Fourth Mortgagee

"Occupation" and
"Occupied"

occupation for the purposes permitted by the Phase 6 Planning Permission or any Phase 6 Qualifying Permission but not including occupation for construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

"Phase 6 Application"

the application for full planning permission submitted to the District Council for the Development and allocated reference number 16/00263/F

"Phase 6 Application
Site"

the land at Upper Heyford Oxfordshire shown edged red on the Plan

"Phase 6 Application Site
Owners"

together the First Owner the Third Owner and the Sixth Owner

"Phase 6 Dwelling"

a building (including a house flat or maisonette) constructed or proposed to be constructed on the Phase 6 Application Site as part of the Development or part of such building designed for residential occupation by a single household pursuant to the Planning Permission or any Phase 6

	Qualifying Permission and including Affordable Housing Dwellings (as defined in the Second Schedule)
"Phase 6 Planning Permission"	the full planning permission subject to conditions to be granted by the District Council pursuant to the Phase 6 Application
"Phase 6 Qualifying Application"	means (a) any separate application(s) for planning permission for any part (but not the whole) of the Development or (b) any application under Section 73 of the Act relating to the Phase 6 Planning Permission
"Phase 6 Qualifying Permission"	means a planning permission issued pursuant to a Phase 6 Qualifying Application which is issued before the adoption of a Community Infrastructure Levy Charging Schedule by the District Council
"Plan"	the plan attached to this Deed at Appendix 1
"Principal Agreement"	the 2011 Agreement as varied by the Supplemental Agreements
"Supplemental Agreements"	the Agreements pursuant to inter alia Section 106 A of the 1990 Act dated 28 August 2012, 27 June 2014 and 30 March 2016 relating to land at Upper Heyford which includes the Phase 6 Application Site
"2011 Agreement"	the Agreement pursuant to section 106 of the 1990 Act dated 22 December 2011 relating to the Upper Heyford Site being land at Upper

Heyford which includes the Phase 6 Application Site

“Upper Heyford Site” the land defined as “the Site” in the 2011 Agreement

“Upper Heyford Site Landowners” together the First Owner the Second Owner the Third Owner the Fourth Owner the Fifth Owner the Sixth Owner the Seventh Owner and the Eighth Owner

“Working Day” any day upon which the London clearing banks are open for business

CONSTRUCTION OF THIS DEED

2. 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
3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
4. 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 interchangeably in that manner
5. Wherever there is more than one person named as a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
6. “Including” means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and “include” shall be construed accordingly
7. Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction
8. 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

9. Reference to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions and any duly appointed employee or agent of the District Council and County Council or such successor
10. Any terms not defined within this Deed shall have the meaning attributed to them within the Principal Agreement.
11. Subject to the variations contained in this Deed the terms of the Principal Agreement shall continue to have full force and effect.

INTRODUCTION

12. The District Council is the local planning authority for the purposes of the Act for the area in which the Phase 6 Application Site and the Upper Heyford Site are situated
13. The County Council is the county planning authority for the area in which the Phase 6 Application Site and the Upper Heyford Site are situated and has sundry powers and duties in respect of education, the provision of library facilities, museums, waste disposal and social and health care and in respect of highways transport and regulation of traffic
14. The Phase 6 Application Site Owners are the freehold owners of the Phase 6 Application Site as set out in the First Schedule
15. The Upper Heyford Site Landowners are the owners of the freehold of the Upper Heyford Site subject to various leases and tenancies and legal charges in favour of the Mortgagees but otherwise free from encumbrances as they hereby warrant and the Third Owner and the Sixth Owner are the freehold owners of the Adjoining Land
16. Planning permission was granted on 22 December 2011 in respect of application 10/01642/OUT relating to the Upper Heyford Site being land at Upper Heyford which includes the Phase 6 Application Site subject to the 2011 Agreement
17. The 2011 Agreement has been varied by the Supplemental Agreements
18. The Phase 6 Application has been submitted to the District Council and the District Council has resolved to grant planning permission for the

Development subject to the prior completion of this Deed which is required to mitigate the impact of the Development

LEGAL BASIS

19. This Deed is made pursuant to Sections 106 and 106A of the Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers
20. The covenants, restrictions and requirements imposed upon the Phase 6 Application Site Owners under this Deed in respect of the Phase 6 Application Site further to Schedules 2,3,4 and 5 of this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council as planning authorities against the Phase 6 Application Site Owners

CONDITIONALITY

21. This Deed is conditional upon the grant of the Phase 6 Planning Permission; and Implementation save for the provisions of Clauses 27, 43, 46 and 47 (legal costs, change of ownership, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed

VARIATION OF PRINCIPAL AGREEMENT

22. The parties agree that

22.1 The Phase 6 Application and Phase 6 Qualifying Applications shall be Qualifying Applications for the purposes of the Principal Agreement

22.2 The definition of "Qualifying Application" in the Principal Agreement shall be amended by the addition of the words

"or (where the Phase 6 Planning Permission or any Phase 6 Qualifying Permission (both as defined in a planning obligation dated [] 2017 relating to land at Upper Heyford (Phase 6) which forms part of the Site) have also been Implemented) 1178"

at the end

22.3 Phase 6 Dwellings shall constitute Dwellings for the purposes of

the Principal Agreement

- 22.4 The definition of Dwellings in the Principal Agreement shall be amended by the addition of the words

“and also includes residential units constructed pursuant to the Phase 6 Planning Permission or to any Phase 6 Qualifying Permission (both as defined in a planning obligation dated [] 2017 relating to land at Camp Road Upper Heyford (Phase 6)) which forms part of the Site”

at the end

- 22.5 Phase 6 Dwellings shall constitute New Build Dwellings for the purposes of the Principal Agreement

- 22.6 The definition of New Build Dwellings in the Principal Agreement shall be amended by the addition of the words

“and includes residential units constructed pursuant to the Phase 6 Planning Permission or to any Phase 6 Qualifying Permission (both as defined in a planning obligation dated [] 2017 relating to land at Camp Road Upper Heyford (Phase 6)) which forms part of the Site”

at the end

- 22.7 In clause 14 of the 2011 Agreement the words *“or (where both a Dow Street Qualifying Permission (as defined in a planning obligation dated 30 March 2016 relating to land at Dow Street Upper Heyford which forms part of the Site) and the Phase 6 Permission or any Phase 6 Qualifying Permission (both as defined in a planning obligation dated [] 2017 relating to land at Upper Heyford (Phase 6) which forms part of the Site) have been Implemented) 1178”* are inserted after “1135” on both occasions when it occurs

- 22.8 All references to the Principal Agreement in the Principal Agreement and otherwise shall take effect as references to the Principal Agreement as varied by this Deed

COVENANTS

23. The Phase 6 Application Site Owners covenant so as to bind their interests in the Phase 6 Application Site, but for the avoidance of doubt not to bind their interests in the Upper Heyford Site with the District Council as set out in the Second Third and Fourth Schedules
24. The Phase 6 Application Site Owners covenant so as to bind their interests in the Phase 6 Application Site, but for the avoidance of doubt not to bind their interests in the remainder of the Upper Heyford Site with the County Council as set out in the Fifth Schedule
25. The District Council covenants with the Phase 6 Application Site Owners as set out in the Sixth Schedule
26. The County Council covenants with the Phase 6 Application Site Owners as set out in the Seventh Schedule

MISCELLANEOUS

27. The Phase 6 Application Site Owners
 - 27.1 will on completion of this Deed pay to the District Council and the County Council their respective reasonable legal costs incurred in connection with the preparation and completion of this Deed so far as such costs have not been paid prior to the completion of this Deed
 - 27.2 will reimburse the District Council and the County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with the enforcement of any of the provisions in this Deed including but not limited to correspondence monitoring and site visits by or on behalf of the District Council or the County Council.
 - 27.3 will on completion of this Deed pay to the County Council the sum of £1,500 as a contribution towards the cost of monitoring and administration of this Deed
 - 27.4 will on completion of this Deed pay to the District Council the sum of five hundred Pounds (£500) as a contribution towards the cost of monitoring and administration of this Deed
 - 27.5 will pay the reasonable legal costs of the District Council where land is transferred to the District Council pursuant to this Deed on completion of any transfer.
- 28 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and

assigns and any successor to the District Council's or the County Council's functions)

- 29 This Deed shall be registered as a local land charge by the District Council
- 30 Where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 31 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
- 32 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall note this in the Register of Local Land Charges in respect of this Deed
- 33 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 and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality
- 34 This Deed shall cease to have effect if the Phase 6 Planning Permission shall be quashed, revoked or otherwise withdrawn at any time or the Phase 6 Planning Permission expires before Implementation has occurred PROVIDED THAT if the Phase 6 Planning Permission has been modified at any time this Deed shall be modified in order to take proper and reasonable account of this.
- 35 No person shall be liable for any breach of any of the planning obligations or other provisions in the Second Third Fourth or Fifth Schedules to this Deed after it shall have parted with its entire interest in the Phase 6 Application Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 36 This Deed shall not be enforceable against owner-occupiers or tenants of Phase 6 Dwellings nor against those deriving title from them (PROVIDED ALWAYS THAT this clause shall not apply to any provisions placing a restriction on occupation of dwellings and the provisions of paragraph 2.1.7 of the Second Schedule shall (subject to paragraph 6 of the Second Schedule) bind Affordable Housing Dwellings) or, statutory undertakers as owners of any statutory apparatus or any part of the Phase 6 Application Site on which statutory apparatus is located or any utility management company managing the utilities and services on the Phase 6 Application Site save that restrictions relating to work at the Phase 6 Application

Site and restrictions on use of the Phase 6 Application Site shall be enforceable in respect of their interest in the relevant part of the Phase 6 Application Site.

- 37 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

MORTGAGEES' CONSENT

- 38 The Mortgagees acknowledge that the Upper Heyford Site is bound by the obligations contained in this Deed to the intent that the securing of the Mortgagees' interest over the Upper Heyford Site shall take effect subject to the Principal Agreement as varied by this Deed
- 39 It is hereby declared that neither the First Mortgagee, the Second Mortgagee, the Third Mortgagee nor the Fourth Mortgagee have an interest in the Phase 6 Application Site and accordingly they shall (unless they acquire such an interest or in the event that they take a charge over the Phase 6 Application Site or any part thereof AND they become a mortgagee in possession in respect thereof) have no liability in respect of any of the obligations in this Deed which relate solely to the Phase 6 Application Site, which for the avoidance of doubt shall include the obligations contained in Schedules 2, 3, 4 and 5 herein.

WAIVER

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

NO FETTER

- 41 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 of their respective functions in any capacity.

CHANGE OF OWNERSHIP

42 The Phase 6 Application Site Owners agree with the District Council and the County Council:

42.1 to give the District Council and the County Council written notice within fourteen days of any change in ownership of any of their interests in the Phase 6 Application Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Phase 6 Application Site or unit of occupation purchased by reference to a plan

42.2 to notify the District Council and the County Council separately in writing within fourteen days of the occurrence of each of the following events and to specify in the notification the date on which it occurred:

42.2.1 the date of Implementation of the Phase 6 Planning Permission

42.2.2 the date of Occupation of the first Phase 6 Dwelling

42.2.3 the date of Occupation of the tenth Phase 6 Dwelling

42.2.4 the date of Occupation of the twelfth Market Dwelling (as defined in the Second Schedule)

42.2.5 the date of Occupation of the twenty first Market Dwelling (as defined in the Second Schedule)

42.3 to notify the District Council and the County Council within twenty-eight days of each of the usual quarter days (25 March, 24 June, 29 September and 25 December) of the total number of Phase 6 Dwellings on the Development which have been Occupied on that quarter day and their addresses/plot numbers together with a plan showing plot numbers and the number of Bedrooms (as defined in the Fifth Schedule Part 1 comprised in each Phase 6 Dwelling that has been Occupied).

INTEREST

43 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

VAT

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

JURISDICTION

45 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes between the parties arising out of or related to this Deed.

DELIVERY

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

EXECUTION

47 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

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

FIRST SCHEDULE

THE PHASE 6 APPLICATION SITE

Land at Upper Heyford (Phase 6) Oxfordshire, which is shown edged red on the Plan,
and comprised in Land Registry title numbers ON307194, ON 288091 and ON 307192

SECOND SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

Affordable Housing

1. Definitions

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

"Affordable Housing Dwellings" means Shared Ownership Housing and Affordable Rented Housing or such alternative tenure to be agreed with the District Council that shall comprise not less than 30% (thirty per cent) of the total number of Phase 6 Dwellings on the Development

"Affordable Housing Indicative Dwelling and Tenure Mix" means a mix of tenure and dwelling types whereby not less than 30% (thirty per cent) of the Phase 6 Dwellings within the Development are provided as Affordable Housing of which 70% are provided as Affordable Rented Housing and 30% are provided as Shared Ownership Housing as follows

Affordable Rent

- 2 one bedroom two person houses
- 5 two bedroom four person houses
- 2 three bedroom five person houses

Shared Ownership

- 2 two bedroom four person houses
- 2 three bedroom five person houses

or such other dwelling and tenure mix as may be agreed between the Phase 6 Application Site Owners and the District Council from time to time

"Affordable Housing Land " means that part or parts of the Phase 6

Application Site or any building or any buildings on the Phase 6 Application Site upon or within which there will be provided Affordable Housing Dwellings together with full rights of access to each area of Affordable Housing Land from the Phase 6 Application Site and the provision of all necessary Infrastructure and connections thereto and the necessary installations thereof for the dwellings to be constructed on the Affordable Housing Land

"Affordable Housing Standards"

the design criteria with which the Affordable Housing Dwellings shall comply namely:

- shall be constructed to Homes and Communities Agency Design and Quality Standards ("D&QS") or other at least equivalent standards in operation at the time the Development is Implemented;
- shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings;
- shall be distributed throughout the Phase 6 Application Site in at least two clusters consisting of no more than 12 Affordable Housing Dwellings in any one cluster unless otherwise agreed by the District Council; and
- 50% of which shall be built to meet Category 2 / M4(2) of Part M Building Regulations SAVE THAT where Affordable Housing Dwellings are flats which are not on the ground floor this requirement shall not apply

"Affordable Rented Housing"

means rented housing provided by a Registered Provider to households who are eligible for social housing and which is not subject to the national rent regime but in line with the District Council's tenancy strategy, the rents being no more than 80% of gross market rent the calculation of which shall adhere to Homes and Communities Agency guidance

"Allocate"

means any procedure whereby there are conferred or transferred rights of residential occupation in respect of a Dwelling which could for the avoidance of doubt include the first occasion on which a Dwelling is occupied and any subsequent changes in the occupier and 'allocating' 'allocated' and 'allocations' should be construed accordingly

"Allocations Scheme"

means the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when allocating accommodation in accordance with the requirements of Section 166A of the Housing Act 1996 (and any amendment, re-enactment or successor provision)

"Chargee"

means any mortgagee or chargee of the Registered Provider of the Affordable Housing Land or any part of it and includes any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

"Eligible Occupiers"

households whose needs are not met by the open market and who are eligible for inclusion on the District Council's housing register in accordance with the District Council's

“HCA”

Allocations Scheme

the Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008 and any successor or successors for the time being and any similar future authority carrying on substantially the same grant and regulatory making functions

“Infrastructure”

means in relation to the Affordable Housing Land:

roads and footpaths to serve the Affordable Housing Land;

temporary services for contractors and a haul road for the use of contractors;

adequate inverts for the foul and surface water drains sufficient to serve the drainage;

requirements of the Affordable Housing Land pipes sewers and channels sufficient to serve the Affordable Housing Land;

spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Land

such spur connections to be to a specification agreed with the Registered Provider;

and the following services:

a standard fire hydrant supply and fire hydrants in the public highway in positions to be agreed with the Registered Provider;

a water supply connection from the mains (size and termination position to be agreed with the Registered Provider);

an electricity supply (size and termination position to be agreed with the Registered Provider);

a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings);
a telephone spur (terminating in a junction box at a location agreed with the Registered Provider);
if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a connection to the Affordable Housing Land (final locations to be agreed with the Registered Provider);
landscaping on the Affordable Housing Land in accordance with a scheme first approved in writing by the District Council

“Local Lettings Plan”

means a plan substantially in the form of the draft annexed hereto at Appendix 2 or as otherwise agreed in writing with the District Council relating to the provision of the Affordable Housing Dwellings pursuant to paragraph 6.1

“Market Dwellings”

means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

“Mortgage Land”

means the Affordable Housing Site or any part of it which is mortgaged or charged to the Chargee

“Nominations Agreement”

means an agreement substantially in the form of the draft set out at Appendix 4 or as otherwise agreed in writing with the District Council which shall be entered into between

the District Council and the Registered Provider, both parties acting reasonably, in relation to the Affordable Housing Dwellings on the Phase 6 Application Site and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings

“Registered Provider”

means a private provider of social housing which is accredited by the Homes and Communities Agency or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as capable of owning and/or managing the Affordable Housing Dwellings

“Shared Ownership Housing”

means housing offered through a Registered Provider under the terms of a lease which accords with the HCA Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between 25% - 75% of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to 2.75% on the unsold equity

2. Housing Covenants

- 2.1 The Phase 6 Application Site Owners covenant with the District Council that they:
- 2.1.1 will not cause or permit the Development to be Implemented before the location of the Affordable Housing Land has been agreed and
 - 2.1.2 will provide the Affordable Housing Dwellings in line with the Affordable Housing Indicative Dwelling and Tenure Mix or such other mix as may be agreed in writing between the Phase 6 Application Site Owners and the District Council

- 2.1.3 will not Occupy or cause or permit the Occupation of more than thirty per cent (30%) of the Market Dwellings until there has been provided to the District Council's reasonable satisfaction the Infrastructure to serve each parcel of the Affordable Housing Land and the Affordable Housing Dwellings at no cost to or other contribution by the Registered Provider
- 2.1.4 will Construct or procure the Construction of the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Affordable Housing Standards to the reasonable satisfaction of the District Council as part of the Development upon the Phase 6 Application Site prior to the Occupation of fifty per cent (50%) of the Market Dwellings
- 2.1.5 will not cause or permit the Occupation of more than seventy per cent (70%) of the Market Dwellings until the Affordable Housing Dwellings have been Constructed and made ready for Occupation and the Affordable Housing Land together with the Affordable Housing Dwellings constructed thereon have been transferred to a Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings constructed thereon, subject to similar rights reserved for the remainder of the Phase 6 Application Site, and with a good and marketable freehold title free from incumbrances and with vacant possession and capable of being fully serviced and properly connected to the public highway
- 2.1.6 will not use or cause or permit the use of the Affordable Housing Land for any other purpose than for the provision of Affordable Housing in accordance with this Deed
- 2.1.7 will not without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Land or any part thereof or the Affordable Housing Dwellings erected thereon except to a Registered Provider provided that consent shall not be required for any mortgage or charge of the freehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings.
3. For the avoidance of doubt paragraphs 2.1.6 and 2.1.7 are binding on a Chargee PROVIDED THAT paragraphs 2.1.6 and 2.1.7 will not be binding on a bona fide purchaser for value from the Chargee exercising its power of sale (other than a purchaser which is a Registered Provider) or the successors in

title of such purchaser provided that the provisions of paragraph 4 below have been complied with.

4. It is hereby agreed and declared that the proviso contained in paragraph 3 will only apply where the Chargee exercising its power of sale:-

4.1 has first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and

4.2 has made every reasonable effort to the reasonable satisfaction of the District Council as certified in writing by the District Council's Head of Development Management or such other officer as the District Council may designate for such purpose (such certification not to be unreasonably withheld or delayed) over a period of 3 months from receipt of notification pursuant to paragraph 4.1 above to dispose of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Deed to a Registered Provider or the District Council PROVIDED ALWAYS that nothing herein shall require the Chargee to dispose of the Mortgage Land at a price which is less than the lesser of the open market value of the Mortgage Land subject to the restrictions contained within this Deed or all sums due under the terms of the Chargee's mortgage or charge together with costs and interest AND FURTHER PROVIDED THAT in any event if upon the expiry of 3 months from the date of receipt by the District Council of the notice in paragraph 4.1 above and provided the steps in this paragraph have been completed and no transfer of the Mortgage Land to either the District Council or a Registered Provider has completed within the said period of 3 months then upon expiry of the said 3 months the Chargee shall be able to sell the Mortgage Land free from the restrictions in paragraph 2.1.5 with the effect that they shall cease to bind the Mortgage Land.

5. The provisions of paragraph 2.1.6 and 2.1.7 will not be binding on any purchaser (or on any seller to any purchaser) pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire, or any tenant of Shared Ownership Housing who has staircased up to 100% or any successor in title thereto.

6. The Phase 6 Application Site Owners will not Allocate or cause or permit to be Allocated any of the Affordable Housing Dwellings other than as follows:

- 6.1 the Affordable Housing Dwellings shall be provided and offered for occupation to Eligible Occupiers in accordance with the Local Lettings Plan and Nominations Agreement; or
 - 6.2 as agreed by the District Council.
7. For the avoidance of doubt, if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Homes and Communities Agency pursuant to Section 44 of the Housing Act 1996 (or any statutory provision amending or replacing the same) then the provisions of this Deed shall continue in respect of such other Registered Provider.

THIRD SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

Public Open Space and LAP

1. **Definitions**

In this Schedule the following expressions shall have the following meanings

“Certificate of “Final
Completion”

means a certificate issued by the District Council to the effect that the LAP or an area of Public Open Space is finally complete and all defects which have become manifest since the issue of a Certificate of Practical Completion and all outstanding works identified in the Certificate of Practical Completion having been made good and completed

“Certificate of Practical
Completion”

means a certificate issued by the District Council to the effect that the LAP or an area of Public Open Space is practically complete save for such minor outstanding works as the District Council may agree

“LAP”

means a Local Area for Play designed to the specification set out in and equipped in accordance with the District Council's Draft Supplementary Planning Document entitled “Planning Obligations” dated July 2011

“Management Company”

means a body established by the Phase 6 Application Site Owners to carry out the long term management and maintenance of the LAP and the Public Open Space and which shall have the following objectives:

- 1 taking a transfer of the LAP and the Public Open Space in accordance with the provisions of this Deed
- 2 setting the level of any charges for funding the running of the body and

collecting such charges

- 3 ensuring that the level of any charges levied against the Affordable Housing Dwellings (as define in the Second Schedule) shall not materially affect the ability of these units to remain as Affordable Housing
- 4 managing and maintaining the LAP and the Public Open Space
- 5 ensuring that the LAP and the Public Open Space are retained for the purposes set out in this Deed

"Management Scheme"

means a scheme for:

- maintaining repairing replacing decorating and where reasonably necessary renewing any of the facilities to be transferred to the Management Company for the general benefit of the owners and occupiers of the Phase 6 Application Site;
- cleaning lighting and heating the facilities to be transferred to the Management Company;
- paying and discharging all taxes charges impositions and other outgoings relating to the facilities to be transferred to the Management Company;
- maintaining such insurances as shall be appropriate in respect of the use of any of the facilities to be transferred to the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;
- promoting the use of the facilities transferred to the Management Company by the owners and occupiers of the Phase 6 Application Site;
- promoting and adopting measures to involve the residents and occupiers of

the Phase 6 Application Site in the long term stewardship of the facilities transferred to the Management Company

- maintaining the relevant facilities as a safe and attractive environment; and

such additional services as the Management Company may from time to time reasonably and properly require in accordance with principles of good estate management.

"Public Open Space" means areas of public amenity and open space on the Development, the exact location of which will be determined as part of a Phase 6 Qualifying Application

2. The Phase 6 Application Site Owners covenant with the District Council:
 - 2.1 to ensure that each Phase 6 Qualifying Application identifies any Public Open Space or LAP to be provided within the area of the Phase 6 Application Site covered by that application
 - 2.2 not to Implement the Phase 6 Planning Permission until a detailed scheme for the provision of the LAP (including details of the equipment to be provided and its layout) has been submitted to and approved in writing by the District Council
 - 2.3 to carry out the laying out and landscaping of the Public Open Space and the LAP in accordance with the conditions attached to the Phase 6 Planning Permission or any permission issued pursuant to a Phase 6 Qualifying Application and to the reasonable satisfaction of the District Council
 - 2.4 to lay out the LAP prior to the Occupation or refurbishment of more than 50% of the Phase 6 Dwellings unless otherwise agreed in writing with the District Council and not without the prior written consent of the District Council to cause or permit more than 50% of the Phase 6 Dwellings to be Occupied until the LAP has been provided
 - 2.5 prior to the issue of the Certificate of Practical Completion to notify the District Council of any services laid through or beneath each area of the Public Open Space by submitting a plan showing the position and depth of the services provided that the First Owner and/or the Third Owner shall not lay services in a position which will pose a risk to health and safety

- 2.6 not to lay any new services through or beneath the LAP without the written consent of the District Council
- 2.7 Not without the prior written consent of the District Council to cause or permit the Occupation of any Phase 6 Dwelling within 30 metres of the LAP or of any area of Public Open Space to be occupied until the Certificate of Practical Completion has been issued in respect of the LAP or that area of Public Open Space
- 2.8 Upon the completion of the laying out of the LAP and each area of Public Open Space to seek the approval of the District Council for the provision of the LAP and each area of Public Open Space in accordance with paragraph 2.10 below
- 2.9 Not to transfer the Public Open Space and the LAP in question to a Management Company approved by the District Council until the provisions of paragraph 2.11 below have been complied with.
- 2.10 Prior to any transfer of the Public Open Space or LAP to a Management Company to submit and secure the approval of the District Council for:
- 2.10.1 details of the Management Company; and
 - 2.10.2 details of the Management Scheme for the relevant area of Public Open Space or LAP which shall comply with the maintenance specifications set out in Appendix 3
 - 2.10.3 a method statement of how the funding will be provided to the Management Company to cover maintenance costs in perpetuity
 - 2.10.4 a method statement of how capital funding for replacement items/unforeseen costs will be generated
- 2.11 If the Phase 6 Application Site Owners have been unable to agree with the District Council the details submitted pursuant to paragraph 2.10 above within 3 months of the date of submission then the issue may be referred for determination by a single expert in accordance with clause 39.
- 2.12 Any transfer pursuant of the Public Open Space or LAP shall be subject to the following covenants:
- 2.12.1 each area of Public Open Space and LAP shall at all times following the issue of the relevant Certificate of Final Completion be retained as such;
 - 2.12.2 the Public Open Space and LAP shall be maintained to the reasonable satisfaction of the District Council in accordance with the approved Management Scheme
 - 2.12.3 any subsequent transferee of the Public Open Space or LAP shall be required to enter into the covenants at 2.12.1 and 2.12.2 above

FOURTH SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

Refuse Bin Contribution

1. **Definitions**

"Index Linked" means adjusted according to the fluctuations between the date of this Deed and the quarter period in which payment is due to the District Council in the BCIS All in One Tender Price Index published by the Royal Institution of Chartered Surveyors or any successor organisation

"Refuse Bin Contribution" means the sum of Two Thousand Nine Hundred and Two Pounds and Fifty pence (£2,902.50) Index Linked for the provision of refuse and recycling containers at the Development

2. **Refuse Bin Contribution**

The Phase 6 Application Site Owners covenant with the District Council upon Implementation to pay to the District Council the Refuse Bin Contribution AND not to Implement the Development or cause or permit the Development to be Implemented until the Refuse Bin Contribution has been paid to the District Council

FIFTH SCHEDULE

COVENANTS WITH THE COUNTY COUNCIL

Part 1

1. Definitions

“Adult Learning Contribution” means the sum of £1,482 Index Linked as so designated in and calculated in accordance with the Matrix) for the purposes of improving and providing a more sustainable adult learning facility in Bicester

“Approval (Variation)” means any approval (further to an application for approval of a non-material change to the Phase 6 Planning Permission or otherwise) which alters the Composition of the Development.)

“Bedroom” means a room in a Phase 6 Dwelling designed as a bedroom or study/ bedroom and

- 1 Bedroomed Unit means a Phase 6 Dwelling with 1 Bedroom
- 2 Bedroomed Unit means a Phase 6 Dwelling with 2 Bedrooms
- 3 Bedroomed Unit means a Phase 6 Dwelling with 3 Bedrooms
- 4 Bedroomed Unit means a Phase 6 Dwelling with 4 or more Bedrooms

“Composition of the Development” means the aggregate number of Phase 6 Dwellings comprised in the Development and the number of each Phase 6 Dwelling type classified by reference to the number of Bedrooms in the Phase 6 Dwellings and the Composition of the Development in respect of the Phase 6 Planning Permission is

2 x 1 Bedroomed Units

7 x 2 Bedroomed Units

5 x 3 Bedroomed Units

29 x 4 Bedroomed Units

“County Museum Resource Centre Contribution” means the sum of £722 Index Linked as so designated in and calculated in accordance with the Matrix for the purpose of providing an extended facility for the County Council’s central museum resource centre including providing additional storage space and increased public access to the museum resource centre

“General Infrastructure Contribution” means the Library Contribution, the Strategic Waste Management Contribution, the County Museum Resource Centre Contribution, the Social and Healthcare Contribution and the Adult Learning Contribution together.

“Index Linked” means

- in relation to the General Infrastructure Contribution (and its constituents) and as applicable any Revised General Infrastructure Contribution (and its constituents) adjusted according to any increase occurring between 1st Quarter 2012 and the quarter period in which the relevant payment is paid (by reference to the index value for that quarter) in the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time or for any reason it becomes impracticable to use this Index such alternative Index as may be agreed between the Owner and the County Council
- in relation to the School Transport Contribution adjusted according to any increase occurring between May 2014 and the date of payment of that contribution in the All Items Retail Prices Index

excluding mortgage interest payments (RPIX) published by the Office of National Statistics

- in relation to the Transport Contribution adjusted according to any increase occurring between May 2014 and the date when the relevant payment is made in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1 Labour & Supervision	25%
Index 2 Plan & Road Vehicles	25%
Index 3 Aggregates	30%
Index 9 Coated Macadam & Bituminous Products	20%

or if at any time for any reasons it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Phase 6 Application Site Owners and the County Council

“Library Contribution” means the sum of £12,273 Index linked (as so designated in and calculated in accordance with the Matrix) for the purposes of replacing and/or extending library facilities serving the Site including increasing the core book stock

“Matrix” means the formula:

$$£(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$$

When

A means the number of 1 Bedroomed Units

B means the number of 2 Bedroomed Units

C means the number of 3 Bedroomed Units

D means the number of 4 Bedroomed Units

W, X, Y and, Z are as set out in Part 2 of this Schedule

“Notification (Variation)” means written notification of an Approval (Variation) containing a copy of that approval and details of the Composition of the Development established applying that approval

“Revised General Infrastructure Contribution” means the sum calculated by applying the Composition of the Development as identified in a Notification (Variation) to the Matrix where this is higher than the General Infrastructure Contribution or in the event that there is more than one Approval (Variation) the Revised General Infrastructure Contribution means the sum calculated by applying the Composition of the Development established further to the later Approval (Variation) to the Matrix if that sum is higher. The Revised General Infrastructure Contribution shall be Index Linked.

“School Transport Contribution” means the sum of £5,000 Index Linked

“Social and Healthcare Contribution” means the sum of £9,153 Index Linked (as so designated in and calculated in accordance with the Matrix) for the purposes of expanding and improving day care facilities within Oxfordshire

“Strategic Waste Management Contribution” means sum of £9,241 Index Linked (as so designated in and calculated in accordance with the Matrix)

“Transport Contribution” means the sum of £58,738 Index Linked

2. **Notifications of Information**

The Phase 6 Application Site Owners covenant with the County Council:

- 2.1. To give to the County Council a Notification (Variation) within 14 days of the issue of each Approval (Variation)
- 2.2. Where a Notification (Variation) has been given (or is required to be given further to paragraph 2.1) and the relevant Approval (Variation) results in the establishment of a Revised General Infrastructure Contribution then
 - 2.2.1 the Revised General Infrastructure Contribution shall be paid in place of the General Infrastructure Contribution if the Approval (Variation) is issued prior to the Occupation of the 10th Phase 6 Dwelling
 - 2.2.2 if the Approval (Variation) is issued subsequent to the Occupation of the 10th Phase 6 Dwelling the difference between the General Infrastructure Contribution and the Revised General Infrastructure Contribution (in both instances disregarding index linking) shall be calculated and that difference shall be paid as provided in paragraph 3.4

3. **Payments**

The Phase 6 Application Site Owners covenant with County Council:

- 3.1. not to cause or permit the Development to be Implemented until they have paid to the County Council the School Transport Contribution and to pay to the County Council the School Transport Contribution prior to the Implementation of the Development.
- 3.2. not to cause or permit the Occupation of any Phase 6 Dwelling prior to the payment to the County Council of the Transport Contribution and to pay the Transport Contribution to the Council on or before the Occupation of the 1st Phase 6 Dwelling

- 3.3. not to cause or permit the Occupation of more than 10 Phase 6 Dwellings until they have paid the General Infrastructure Contribution (or as applicable the Revised General Infrastructure Contribution) to the County Council and to pay to the County Council the General Infrastructure Contribution (or as applicable the Revised General Infrastructure Contribution) on or before the Occupation of the 10th Phase 6 Dwelling
- 3.4. in the event that the Approval (Variation) is issued subsequent to the Occupation of the 10th Phase 6 Dwelling to pay to the County Council the sum calculated further to paragraph 2.2.2 Index Linked within 14 days of the issue of the Approval (Variation).

PART 2

	1 Bed	2 Bed	3 Bed	4+ Bed
Libraries (Library Contribution)	£108.53	£156.86	£244.19	£335.76
Waste (Strategic Waste Management Contribution)	£81.71	£118.10	£183.86	£252.80
MRC (County Museum Resource Centre Contribution)	£6.38	£9.23	£14.36	£19.75
S&CS (Social and Health Care Contribution)	£163.64	£185.45	£240.00	£218.18
Adult Learning (Adult Learning Contribution)	£19.51	£24.15	£30.23	£38.71
Totals (General Infrastructure Contribution)	£379.77	£493.79	£712.64	£865.20
	W	X	Y	Z

**SIXTH SCHEDULE
DISTRICT COUNCIL'S COVENANTS**

Use of Contributions

1. The District Council covenants with the Phase 6 Application Site Owners to use all sums received under the terms of the Fourth Schedule of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The District Council shall provide to the Phase 6 Application Site Owners such evidence as they shall reasonably require in order to confirm the expenditure of the sums paid under the terms of the Fourth Schedule of this Deed upon a written request by the Phase 6 Application Site Owners such request not to be made more than once in any year.

Discharge of Obligations

3. At the written request of the Phase 6 Application Site Owners, the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

SEVENTH SCHEDULE

COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Phase 6 Application Site Owners not to use:
 - 1.1 The General Infrastructure Contribution other than for the purposes specified in this Deed
 - 1.2 The School Transport Contribution other than towards the cost of providing transport from the Development to schools serving the Development
 - 1.3 The Transport Contribution other than for the provision and/or improvement of highway infrastructure and/or sustainable travel services and/or sustainable travel infrastructure in the vicinity of the Application Site

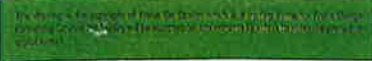
2. Following written request from the person who made the relevant payment, the County Council will repay to that person or as he may direct the balance (if any) of any contribution which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of ten years from the date of payment of the final instalment of the relevant contribution or if later ten years from expiry of the due date for payment of the final instalment of the relevant contribution. Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date.

3. The County Council shall provide to the Phase 6 Application Site Owners such evidence as they shall reasonably require in order to confirm the expenditure of any contribution upon receipt of a written request by the Phase 6 Application Site Owners such request not to be made more than once in any year.

APPENDIX 1

Plan

PHASE 6, HEYFORD PARK, UPPER HEYFORD, BICESTER



DORCHESTER GROUP

REVISIONS:
A. 2015-11-26, Application boundary amended at Client request, MED.
B. 2016-03-17, Application boundary amended, MED.
COC 19277

MR

Dyer

[Handwritten signatures]



Quill

Chief Legal Officer/Designated Officer



LOCATION PLAN

SCALE: 1:1250 @A1
0 5 10 15 20 25 30m

DATE: FEBRUARY 2015
DRAWN: OTHERS

DRAWING TITLE: LOCATION PLAN
DRAWING NO: 0521-PH6-101



APPENDIX 2
Local Lettings Plan

Local Lettings Plan

Heyford Park

June 2015

1. Background to this Lettings Plan

- 1.1 This Lettings Plan should be read in conjunction with the Nominations Agreement for the affordable housing which will be delivered on Heyford Park.
- 1.2 This lettings plan follows the approval at Cherwell District Council Executive Meeting on the 6th August 2007 to develop a lettings plan that would give priority in the allocation of any new affordable housing developed as part of the planning approval associated with application reference 10/01642/OUT to those residents who reside on Heyford Park.
- 1.3 In 2012 following the approval of the outline planning permission for the site, a survey was commissioned by the Council and carried out by DWA to gather information on all the tenants on Heyford Park in order to gather together a picture of the household circumstances that existed on the site. This information has been used to inform on the type of affordable housing secured on the site, for example the house types and tenure of the housing. Ultimately the aim of the survey being carried out and this local lettings plan is to ensure that those households which have resided on Heyford Park and the community that has been built up over that time has the opportunity to remain on the site through the allocation of a housing option.
- 1.4 As such the timeframe of the survey and those resident on the site at the time of the survey completion 31st March 2012 was used in the S106 in order to grant priority status for those residents.

2. Priority Groups

Due to the length of time that has elapsed and also the projected length of time that it will take for the site to be fully developed it has been determined that there should be four groupings to determine the priority order in which residents will be considered for the allocation of the new affordable housing at Heyford Park. These groupings will be used to prioritise the rented properties. The groupings will include reference to local connection criteria and give priority to residents of Upper Heyford Park both prior and post the Survey carried out in 2012.

As with any allocations there will be exceptional cases which arise and may need to be dealt with on a case by case basis. These could include those with a severe housing need on the site as determined by the Council.

Group A -residents who meet the criteria as 'Eligible Occupiers' as identified in the S106 Agreement who were residing on Heyford Park prior to 31st March 2012, responded to the Survey ,remain resident on Heyford Park at the time new affordable housing becomes available to be allocated.

Will be:

- Awarded first priority status for allocation of the new affordable housing built on Heyford Park.
- Will be directly matched to a suitable property by the Council using the Choice Based Lettings system.
- Priority within this group will be determined by their required **move date** from their existing Dorchester private rented property, unless there are exceptional circumstances. If a household feels as though they have a particularly high housing need due to a specific family circumstance, they can contact the Council directly for an assessment which may or may not affect their priority on the housing list depending upon the Council's judgement.
- The size of property they qualify for is detailed in section 4.4. of this document, and is applicable to Group A residents only.
- To achieve this offer they will need to be registered on the current Cherwell Housing Register. For Group A residents the £60,000 assets or earning's restriction will NOT apply.
- This prioritisation will not translate to other affordable housing allocations in the rest of Cherwell District. Residents seeking affordable housing elsewhere will be considered with others on the general register in line with their housing needs assessment and banding.
- Group A residents will receive up to 3 offers of suitable housing on Heyford Park. If they refuse all 3 offers, they will lose their priority as Group A, and will be considered for homes alongside Group B residents.

All affordable properties not taken up by Group A residents will be advertised through the Council's Choice Based Lettings System and subject to the Council's Allocation Scheme rules. Applicants for these properties will be given priority as defined below.

Group B – All other current tenants not a resident prior to 31st March 2012 or those Group A residents who chose not to accept their direct match offers of accommodation on the site.

Will be:

- Awarded second priority for allocation of the new affordable housing built on Heyford Park.
- Will be required to apply and be eligible to join the Council's Housing Register, or may have already been registered, in line with its current Allocations Scheme. In accordance with the Council's Allocation Scheme those having assets or earning over £60,000 will NOT be eligible to join the Housing Register. The full Allocations Scheme can be viewed at www.cherwell.gov.uk
- The size of property they qualify for will be defined by the **Allocation Scheme** rules.
- Priority within this group will be determined by their required **move date** from their existing Dorchester private rented property, unless there are exceptional circumstances. If a household feels as though they have a particularly high housing need due to a specific family circumstance, they can contact the Council directly for an assessment which may or may not affect their priority on the housing list depending upon the Council's judgement.
- Will receive up to **three** offers of suitable affordable housing on Heyford Park. The consequences of refusing all three offers of accommodation for those applications on the Housing Register are detailed within the Council's Allocation Scheme and can be viewed at www.cherwell.gov.uk
- This Local Lettings Plan only affords Group B residents prioritisation for new affordable homes at Heyford Park. This prioritisation will not translate to other affordable housing allocations in the rest of Cherwell District. Residents seeking affordable housing elsewhere will be considered with others on the general register in line with their housing needs assessment and banding.

Group C – This group will be awarded prioritisation below Bands A and B but above those applicants on the general housing register. This will be due to their local connection to Heyford Park, which is detailed below.

They will be;

- Awarded third priority following Group A and B
- Will be required to apply and be eligible to join the Council Housing Register, or may have already been registered, in line with its current Allocations Scheme
- Group C will cover residents with a local connection to;

Upper Heyford (including the Upper Heyford Airbase), Lower Heyford, Ardley, Fritwell, Somerton, North Aston, Steeple Aston, Middle Aston, and Middleton Stoney

- Qualifying village or parish connections are that the applicant or joint applicant must:
- Have lived in the village for the last 5 years
- Be employed in the village for a minimum of fifteen hours per week and the employment is not of a short-term nature
- Have 10 years previous residence in the village if not currently residing there
- Be over 55 or with a disability requiring support on health grounds from close relatives currently living in the village
- Have close relatives living in the village for a period of at least the last five years.
- (Close relatives are defined as parents, children, siblings, grandparents or grandchildren including step relatives, where there is evidence of frequent contact, commitment or dependency).
- Where applicants have a strong connection with a particular village, we will ask them to detail this on their application. This will enable them to be actively considered for any housing development, which takes place in areas where they hold such a connection. If an applicant is successful, they will have to provide proof of their connection before they can be approved for the nomination.
- We check village connections as specified in the section 106 agreement determined when planning permission is granted for a rural exception development to take place prior to making nominations to our partner Registered Providers.
- Priority within this group will be determined by **housing need**, according to the Councils Allocation Scheme. If a household feels as though they have a particularly high housing need due to a specific family circumstance, they can contact the Council directly for an assessment which may or may not affect their priority on the housing list depending upon the Council's judgement.

Group D – This group refers to any applicants on the housing register who qualify for affordable housing in Cherwell District subject to the Council's Allocations Scheme and shall be considered for allocation of affordable housing after Groups A-C.

3. Shared Ownership

- 3.1 Properties will be advertised by the Registered Provider who will also be required to advertise through the Help to Buy Agent. Priority for these properties will follow the above criterion, however will not be nominated by the

Council and will instead be assessed by the Registered Provider who will liaise with the Council. If residents are interested in Shared Ownership properties they will need to apply and be registered with the Help to Buy Agent which, for Cherwell, is Help to Buy South www.helptobuysouth.org.uk

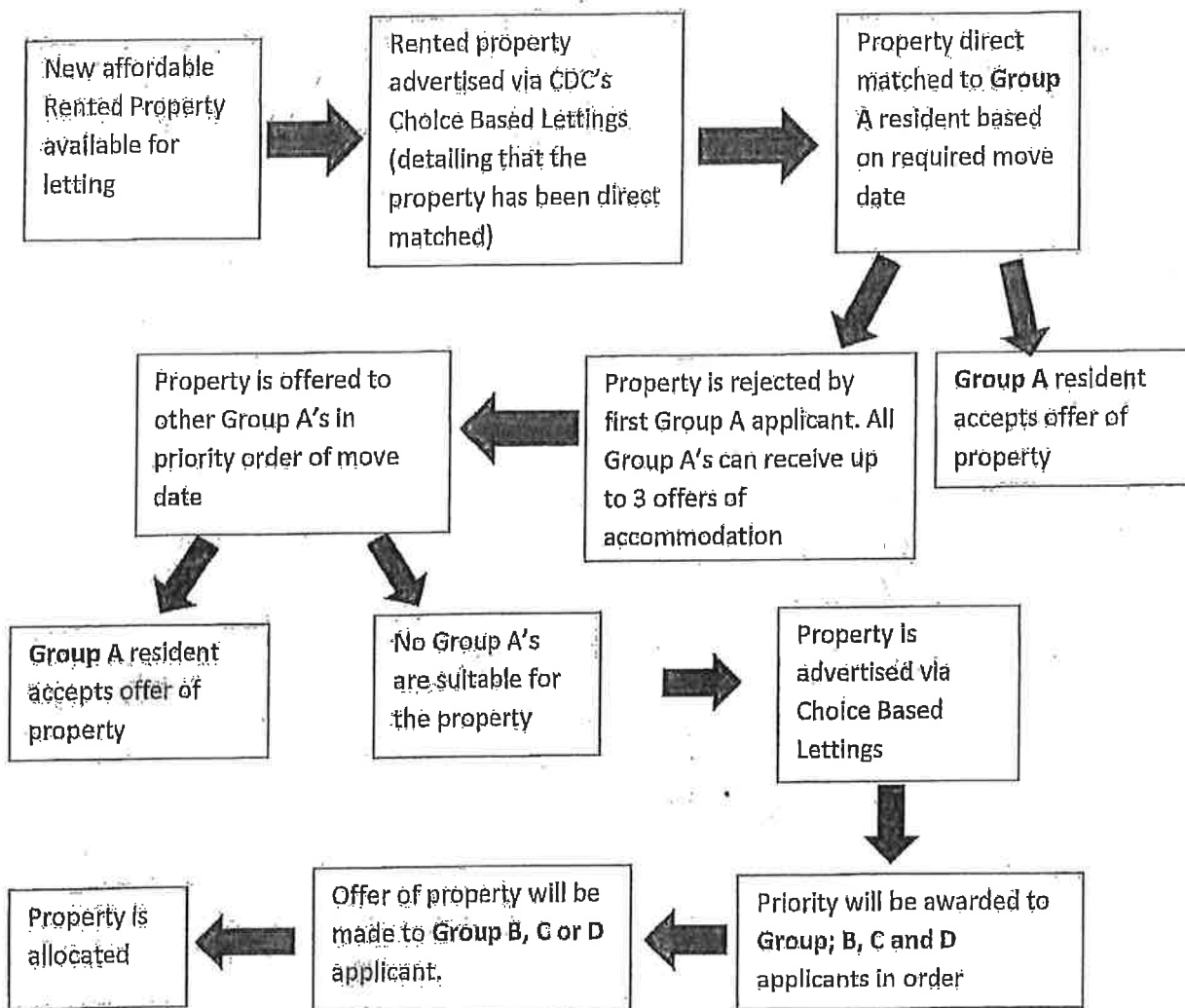
4. Housing Offer

- 4.1 Housing options interviews will be carried out with all residents on Heyford Park in order to ensure that each household is aware of their housing priority in line with this Local Lettings Plan, and other housing options available to them within Cherwell. These interviews will be carried out by CDC Officers. Affordability checks to ensure nominated applicants can afford to move into the affordable properties at Heyford Park will be carried out by the managing Registered Provider.
- 4.2 Housing options interviews will also be carried out with all tenants in order to ensure they are fully aware of all the housing options open to them both on Heyford Park and in Cherwell District. This will include information about the new rented and shared ownership affordable housing being delivered on Heyford Park as well as any private rented or purchase opportunities that may be affordable to residents.
- 4.3 The housing options interviews will also cover other issues, such as ensuring information is gathered on households medical needs which impact on their housing situation or any other special needs that a household may have which would be important when considering the housing offer made to them or the housing options open to them.
- 4.4 Applicants eligible for properties for Affordable Rent will be able to access the size of property they are entitled to under Cherwell District Council's Allocation Scheme except Group A which are entitled to the following property size's:

Household Size	Number of bedrooms
Single Person	Studio or 1 bedroom/2 bedroom (subject to affordability checks)
Couple	1 bedroom/2 bedroom (subject to affordability checks)
2 applicants not a couple	2 bedroom/3 bedroom (subject to affordability checks)
Household with 1 child	2 bedroom/3 bedroom (subject to affordability checks)
Household with 2 children	2 or 3 bedroom (subject to affordability checks)
Household with 3 children	3 or 4 bedroom (subject to affordability checks)
Household with 4 or more children	4 bedroom

Appendix 1

Affordable Rented allocation flow chart



Example;

A 3bed 5 person house becomes available for rent. A direct offer is made by the Council to a suitable, eligible Group A applicant in Trenchard Circle (for arguments sake). That Group A resident either accepts or rejects that offer of accommodation. If they reject it, they will receive 2 further offers when appropriate properties become available. The first property is then offered to other suitable, eligible Group A residents in order of required move date.

If there are no suitable, eligible Group A applicants for the 3 bed house then the property will be advertised on Choice Based Lettings where applicants can bid on the property but those in Group B, then C, then D will be prioritised for the offer, should they be suitable and eligible.

*Exceptional cases outside this process will be considered on their own merits and within the parameters of the Council's Allocations Scheme,

Council's home choice website - www.cherwell-homechoice.org.uk

4.5 All applicants will be put through affordability checks by the Registered Provider at the time of allocation of an affordable property to ensure that those applicants looking to move into the property can afford the rent either via private means or through securing housing benefit. Group A applicants will be given the opportunity to under-occupy a property by 1 bedroom should they wish, but it will depend on affordability.

4.6 While statutory overcrowding will not be allowed, applicants may apply for properties smaller than their needs to try and improve their housing circumstances and affordability.

4.7 Those applicants seeking shared ownership properties can purchase a property that has one additional bedroom to the sizes listed above. Eg. A household with 1 child can purchase a 3 bedroom shared ownership property.

5. Allocation of Affordable Properties

5.1 Once there are appropriate new affordable properties available those residents in Group A detailed above will be prioritised for the housing and notified of a direct match to a suitable affordable home, having gone through all the necessary housing options advice. That Group A resident will receive **three** reasonable offers of a rented property. Should they wish to refuse these offers of suitable affordable accommodation via a direct match they then may be considered in Group B and bid accordingly on an advertised property through Choice Based Lettings. Their required move date from their existing Dorchester tenancy will prioritise them within the Group.

5.2 Properties identified for Group A residents will be advertised through Choice Based Lettings, but will be listed as having been direct matched to an applicant to ensure transparency of allocations. The property will have been direct matched to eligible residents on Heyford Park in Group A as they become available.

5.3 When properties are not taken up by Group A residents then those properties will be advertised through the Council's Choice Based Lettings system and the Allocation Scheme rules and bid on by those accepted onto the Housing Register. Priority for these properties will be awarded firstly to those residents in Group B, then C, then D.

5.4 This Local Lettings Plan will be in effect from the point that the first affordable home is available for letting or sale on Heyford Park, and will cease to be in effect once all of the affordable rented properties have been first let and the last shared ownership property has progressed to a 'reserved' status. Subsequent lettings and sales will take place outside this local lettings plan and will be subject to the nominations agreement and the normal processes according to the Council's Allocations Scheme.

5.5 There will be an annual review period on the anniversary date for this agreement or a time agreed by all parties to ensure that it remains relevant, fit for purpose and achieving necessary objectives.

I/we the undersigned agree to abide by this agreement in conjunction with the Nominations Agreement and the S106 Agreement applicable to the affordable homes in question.

Heyford Regeneration Ltd

Authorised Signatory

..... Position.....

Date:.....

Cherwell District Council

Authorised Signatory



Chris Stratford **Position** Head of Regeneration and Housing

Date: 25th June 2015

APPENDIX 3
Maintenance Specifications

Maintenance regime to include:

1. weekly safety inspections of all play equipment
2. removal repair or making safe of any play equipment which is found to be faulty within one day of it having been found to be faulty and replacing it with the same or similar equipment within one month of removal
3. maintaining them in a tidy condition by carrying out the following works at regular intervals:
 - grass cutting
 - pruning of trees and shrubs and hedges
 - removal of weeds and dead plant material
 - removal of rubbish debris and litter
 - maintenance of any walls fences and footpaths within or along any boundaries in good condition
 - replanting of plants which may have died or are otherwise removed

APPENDIX 4
Nominations Agreement

DATED

2014

CHERWELL DISTRICT COUNCIL

- and -

REGISTERED PROVIDER

**ALLOCATION AGREEMENT FOR
SHARED OWNERSHIP LEASES**

Development at XXXXXX, XXXXXX

Planning application number XXXXXX

Kevin Lane

Head of Law & Governance

Cherwell District Council and South Northamptonshire Council

Bodicote House

Bodicote

Banbury

Oxfordshire

OX15 4AA

THIS AGREEMENT is made the day of 2014 **BETWEEN:**

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA (hereinafter called "the Council") and
- (2) **REGISTERED PROVIDER** (registered with the Financial Conduct Authority in accordance with the Co-operative and Community Benefit Societies Act 2014 under registration number XXXXX) of XXXXXXXXXXX,XXXXXX ("the Association")

WHEREAS:

- A. The Council is a Local Authority for the purposes of the Local Government Act 1972 and a Local Housing Authority for the purposes of Part I of the Housing Act 1985.
- B. The Association is a registered social landlord within the meanings of Sections 1 and 2 of the Housing Act 1996.
- C. The parties have agreed that that the Association will not allocate or cause or permit to be allocated any of the Units other than in accordance with the terms set out in this agreement.

NOW THIS DEED WITNESSES and it is agreed as follows:

1 **Definitions**

- 1.1 "the Land" means all that freehold land to which planning application number XXXXXXXX relates and which is shown edged red on the plan annexed hereto.
- 1.3 "Practical Completion Date" means the date on which the Units on the Land are structurally complete and ready for residential occupation as certified by any professional appointee performing the role of Employer's Agent or similar for the Association in respect of the works contract under which the Units were constructed.
- 1.4 "the Project" means the development of units and buildings reasonably ancillary to a residential development for the purposes of providing social housing demised by way of Shared Ownership lease at affordable rents.
- 1.5 "Allocation Period" means the period of 60 years from the Practical Completion Date.
- 1.6 "Units" shall mean the X units for residential occupation constructed on the Land, which are to be known as XXXXX,XXXXXX,XXXXXX.
- 1.8 "SO Lease" means a lease of a Unit which is set and determined by the HCA.
- 1.9 "Staircasing" means the purchase by a leaseholder or leaseholders of a Unit of further percentages of the open market value of a Unit under the terms of an SO Lease.
- 1.10 "Staircasing Proceeds" means the price (net of the Association's reasonable sale expenses) paid by a leaseholder when Staircasing.
- 1.12 "Help to Buy Agent" means Radlan Group, Collins House, Bishopstoke Road, Eastleigh, Hampshire SO50 6AD or other such organisation as may be appointed from time to time by the HCA.
- 1.13 "HCA" means the Homes and Communities Agency or such other successor body.

The Agreement

2. The Association for itself and its successors in title covenants with the Council pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended by section 4 (3) of the Oxfordshire Act 1985) at all times hereafter to duly perform and observe the following covenants:
 - 2.1 The Association shall construct or procure the construction on the Land of XUnits comprising X and X bed houses with the intention of providing social housing at affordable rents to be demised by way of SO Lease in accordance with clause 2.2, and to ensure all construction is carried out in a good and workmanlike manner and otherwise in accordance with the HCA policies, guidance and recommended practices and procedures.
 - 2.2 The Association shall throughout the Allocation Period (subject to the completion of Staircasing out) prioritise applications from, and grant SO Leases of the Units to, persons who are compliant with the Help to Buy Agent's requirements as set out in the Schedule to this Agreement.
 - 2.3 The Association shall throughout the Allocation Period (subject to completion of Staircasing out) prioritise applications from those persons who (subject to 2.2) live or work in the Council's administrative area.and the Council agrees and acknowledges that by entering this covenant with the Council the Association is hereby discharged from its obligations under the SO Nomination Clause.
3. There shall be no variation, change, alteration or modification to this Agreement without agreement between the Council and the Association which agreement shall be evidenced in writing and signed by authorised signatories on behalf of both parties PROVIDED this Agreement may be varied by the Council or the Association where such variation is required by statute order bye-law or statutory instrument or is a change imposed by the HCA or its statutory successor.
4. No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with this Agreement.
5. The Association agrees with the Council that during the Allocation Period the Association will not dispose of any part of the Land on which the Units have been developed or are being developed or the Units or any of them except:
 - 5.1 in accordance with the terms of this Agreement by way of a SO Lease;
 - 5.2 by way of mortgage or legal charge to a lender (the "Lender") assisting with funding or future funding;
 - 5.3 to a purchaser or transferee who is a registered social landlord within the meaning of the Housing Act 1996 and who is willing to enter into an agreement on similar terms to this Agreement and prior to any such disposal

the Association must seek the written consent of the Council such consent not to be unreasonably withheld or delayed; or

5.4 In accordance with the Staircasing provisions in the SO Lease and in which case the Association will inform the Council of each and every such event.

6. The terms of this Agreement shall not be binding upon:

6.1 any lender or any receiver appointed by a lender or any person deriving title through the lender;

6.2 any person granted an SO Lease or any successor in title to such person;

6.3 any mortgagee of any person as mentioned in clause 6.2;

6.4 any person who by virtue of the terms of an SO Lease is granted or has transferred to such person a reversionary interest.

7. The Association shall ensure that the SO Lease contains a provision requiring a leaseholder or leaseholders wishing to assign their interest in the SO Lease to offer for a period of 8 weeks to sell the Unit through the Help to Buy Agent to a person satisfying the allocation requirements referred to in clause 2.2.

8. If and when the Association has out of monies arising from the premiums received by it on the grant of the SO Leases the rents payable under the SO Leases and the Staircasing Proceeds fully repaid to the lender all monies due and, if social housing grant has been used to fund the development, has paid to the HCA all payments or repayments of social housing grant which are required to be paid or repaid then the Association shall apply all of the balance of any subsequent Staircasing Proceeds for and towards Projects approved by the Council.

9. In the event that any difference arises between the parties with regard to this deed such dispute shall in the first instance be referred to the Chief Executive of the Association and the Director of Development or other nominated officer of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral.

10. If such dispute cannot be resolved as provided for in clause 9 above then the dispute shall be referred for determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen shall act as an expert and not as an arbitrator but shall consider written representations made to him/her by the parties and the costs of such persons shall be borne as he may determine.

11. Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the same may be as fully and effectually exercised in relation to the dwellings constructed on the Land as if this Deed had not been executed by it.

12. This Agreement constitutes the entire agreement and understanding between the parties to it and supersedes any previous agreement between them relating to its subject matter except that nothing in this Agreement shall operate to limit or exclude any liability for fraud.
13. ANY written communication or notice required by this Deed to be served on the Council shall be deemed to have been received if addressed to the Council's Head of Regeneration and Housing for the time being at its offices at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA and sent to him by postal recorded delivery service and any written communication required to be sent to the Association shall be addressed to its Chief Executive and shall be deemed to have been received by him if addressed to him at the address of the Association at Chamber Court, Castle Street, Worcester, WR1 3ZQ and sent to him by postal recorded delivery service.
14. In this Deed the expressions "the Association" and "the Council" shall include their respective successors and assignees and where the context admits the singular shall include the plural and the masculine include the feminine and vice versa.
15. In the event that any part of any clause of this Agreement is decided by a competent Court of Law to be unenforceable, illegal, invalid or otherwise wrong in law, then no part of this Agreement may be severed and the whole Agreement shall come to an end on the date of that judgment whereupon the provisions of the SO Nomination Clause shall apply and become enforceable with immediate effect.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed the day and the year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of **CHERWELL**)
DISTRICT COUNCIL in the presence of: -)

Authorised Signatory

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of **XXXXXXXXX** in the)
presence of : -)

Authorised Signatory

SCHEDULE

Allocation Procedure for Shared Ownership Properties

Help to Buy Agent's Requirements

1. The procedure for allocating SO Leases will be initiated by the Association forwarding details of the relevant scheme to the Help to Buy Agent to advertise the scheme in the local press, inviting applications from homeless persons to be made to the Help to Buy Agent within a reasonable period.
2. Where appropriate an ad hoc Discussion Panel will be convened between the Council and the Association to confirm priorities between applicants for nomination.
3. The Association will provide a report on the allocation to the Council within 10 working days of the allocation of a SO Lease.
4. Where subsequently a leaseholder wishes to sell his unit, the Association will forward details of the unit to the Help to Buy Agent who will advertise the unit, inviting applications from persons to be made to the Help to Buy Agent.
5. The Association will provide to the Council in annual returns the following:
 - (i) addresses of properties vacant and available for shared ownership during that period;
 - (ii) addresses of properties where shared ownership lease was offered;
 - (iii) analysis of properties sold by accommodation type and size;
 - (iv) analysis of properties sold by accommodation size and type showing the ethnic origin of the households;
 - (v) analysis of rent levels, mortgage payments and equity sold for each property.
6. The Council and the Association will hold a monitoring meeting at least annually after receipt of the monitoring returns and that meeting will agree any changes to this Agreement which should be recorded in the minutes of the meeting and a copy of the minutes will be provided to each party.

CHERWELL DISTRICT COUNCIL

Nominations Agreement – Affordable Rented Housing

THIS AGREEMENT is made the day of 2013 between:

1. **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA ("the Council") and
2. **HOUSING ASSOCIATION** (registered under the Industrial and Provident Act 1965 with registration number XXXXXX) whose head office is situated at XXXXXXXX, XXXXX, XXXXXX, XXXXXX (hereinafter called "the Association").

WHEREAS:

- (1) The Council is the local housing authority for the Cherwell district.
- (2) The Association is the owner of the Properties described in the Particulars.
- (3) The Council wishes to nominate Eligible Persons for housing by the Association in the Properties over the Nominations Period.
- (4) The Association has agreed to house Eligible Persons nominated by the Council in accordance with and subject to the terms of this Agreement.
- (5) The Context in which this Agreement is entered into by the Council and the Association is described in the Particulars.

IT IS AGREED that:

1. The Council may nominate Eligible Persons for housing by the Association in the Properties over the Nominations Period.
2. The Association shall house those Eligible Persons nominated by the Council in accordance with and subject to the terms of this Agreement.

AS WITNESS the hands of the parties the day and year first before written.

For and on behalf of the Council:

SIGNED by [print name]

Signature
Authorised Signatory

For and on behalf of the Association:

SIGNED by [print name]

Signature

PARTICULARS

1. Context:

This agreement is supplemental to a S106 Agreement dated [DATE] and made between [PARTIES]

2. Properties:

X houses at XXXXXXXXXXXX shown edged black on the plan annexed to this agreement to be constructed by the Association pursuant to planning application XXXXXX, and "Property" shall be construed accordingly

3. Eligible Persons:

Subject to any exceptions in the Special Conditions, any person eligible for housing in accordance with the Council's allocations scheme in force at the date of a Nomination Notice

4. Tenancy:

An Assured Tenancy at an Affordable Rent granted by the Association to an Eligible Person nominated by the Council for housing by the Association pursuant to this Agreement, and "Tenancies" shall be construed accordingly

5. Affordable Rent:

A rent of no more than 80% of local open market rental values, including service charges, at the time of letting

6. Nominations Procedure:

The procedure specified in and prescribed by this Agreement for nominating Eligible Persons to Tenancies of the Properties

7. Initial Nominations Period:

The period beginning with the date on which a Property shall first become available for letting and ending on the date when all of the Properties shall first become fully Tenanted by Eligible Persons, during which period the Council shall be entitled to nominate Eligible

Persons to Tenancies of all of the Properties

8. Subsequent Nominations Period:

The period of 99 years from expiry of the Initial Nomination Period, throughout which the Council shall be entitled to nominate Eligible Persons to Tenancies of XX% of the Properties that become available for letting over each period of 12 months commencing 1 April in each year throughout the Subsequent Nominations Period

The remaining XX% of the Properties that become available for letting over the same period of 12 months commencing 1 April in each year throughout the Subsequent Nominations Period may be used by the Association to alleviate, remedy or facilitate (as the case may be):

- serious overcrowding in accordance with the Association's allocation policy
- major repairs which require the decanting of tenants while repairs are undertaken
- urgent transfers arising from:
 - harassment/abuse to groups protected under the Equality Act 2010
 - medical grounds
 - serious nuisance
 - under occupation
 - re-housing through the HOMES mobility scheme
 - Inter-Association transfers within the administrative district of Cherwell and
 - such other circumstances as the Council and the Association may agree from time to time

9. Nominations Period:

The Initial Nominations Period and the Subsequent Nominations Period combined, except where the context otherwise admits

10. Nomination Notice:

A notice by the Council to the Association listing the Eligible Person(s) the Council may nominate to an available Tenancy of a Property

11. Special Conditions:

Construction of the Properties

The Association shall give the Council's Contact at least 8 weeks' written notice of the date on which the Association anticipates that each and every Property will be structurally complete and ready for residential occupation ("a Property Completion Notice")

Nominations During Initial Nominations Period

The Council may within 4 weeks of receipt of a Property Completion Notice send a Nomination Notice to the Association's Contact in respect of the Property specified in the Property Completion Notice whereupon the Association shall offer a Tenancy of that Property to the Eligible Person(s) specified in the Nomination Notice

The Association shall allow an Eligible Person 5 working days within which to accept or reject a Tenancy offer by the Association

The Association shall notify the Council immediately an Eligible Person rejects or otherwise fails to accept the offer of a Tenancy in which event the Council may serve further Nomination Notices throughout the Initial Nominations Period until all of the Properties first become fully let

Nominations During Subsequent Nominations Period

Nominations will be conducted in accordance with clause 3.0 of this Agreement, and "Nominations Period" in that clause shall be read and construed as if it meant the period of 99 years from expiry of the Initial Nomination Period

Miscellaneous

Nothing in this Agreement shall affect the terms of the Section 106 Agreement to which this Agreement is subject

In the event of any conflict or inconsistency between the Special Conditions set out in this Panel 11 and any other provision of this Agreement, these Special Conditions shall prevail

12. Contact Details:

For the Council:

Gary Owens
Investment and Growth Team Leader
Regeneration and Housing
01295 221663
Bodicote House
Gary.Owens@Cherwell-DC.gov.uk

("the Council's Contact")

For the Association:

[NAME AND ADDRESS]

("the Association's Contact")

1.0 THE AGREEMENT:

- 1.1 The Council and the Association each agree to comply with and abide by this Agreement and the responsibilities contained or referred to in it.
- 1.2 Except as mentioned in clause 1.3, this Agreement is binding on the Association's successors in title.
- 1.3 This Agreement is not binding on any chargee of the Association (or any receiver appointed by the Association's chargee) or that chargee's successors in title holding a Legal Charge upon all or any of the Properties to secure monies advanced to the intent that any chargee of the Association (or receiver appointed by the Association's chargee) realising its security shall be able to sell all or part of the Properties free from the rights and liabilities contained or referred to in this Agreement in which event this Agreement shall, in respect of the Properties sold, cease to have any effect.
- 1.4 This Agreement shall subsist for the Nominations Period or until the Council determines by written notice to the Association that it no longer requires use of the Properties and any of them for housing Eligible Persons under and in accordance with this Agreement.
- 1.5 This Agreement obliges the Association to invite the Council to nominate Eligible Persons for housing by the Association from time to time but the Council shall not be under any obligation to make any such nomination under this Agreement.

2.0 GENERAL CONDITIONS

- 2.1 Both the Council and the Association agree to ensure the Nominations Procedure shall operate effectively for the benefit of Eligible Persons in the Cherwell district throughout the Nominations Period.
- 2.2 Both parties will operate the Nominations Procedure in accordance with the spirit as well as the letter of this Agreement.
- 2.3 No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with a nomination by the Council under this Agreement.
- 2.4 This Agreement contains all the terms expressly agreed between the parties in respect of the Nominations Procedure and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by either party where such variation is required by any statute, order, bye-law or statutory instrument.

3.0 NOMINATIONS PROCEDURE

- 3.1 The Association shall notify the Council in writing immediately a vacancy or forthcoming vacancy in any Property arises, specifying in such notice all and any factors that may be relevant to any Tenancy of that Property granted by the Association.
- 3.2 The Council shall within 3 working days of receipt of any notice given by the Association under clause 3.1 either issue a Nomination Notice to the Association or confirm to the Association in writing that it has no such nomination to make.
- 3.3 Subject to clause 3.7, the Association shall on receipt of a Nomination Notice from the Council under clause 3.2 offer the Eligible Person(s) specified in the Nomination Notice a Tenancy of the Property.
- 3.4 The Association shall allow an Eligible Person to whom it offers a Tenancy pursuant to clause 3.3 five working days within which to accept or reject such offer.

- 3.5 If an Eligible Person rejects or fails to accept the offer of a Tenancy made by the Association within the period specified in clause 3.4, the Association shall forthwith notify the Council of such rejection or non-acceptance and invite the Council to make a further nomination in respect of the relevant Property.
- 3.6 Except as may be agreed with the Council, the Association shall not unreasonably refuse to let any Property to an Eligible Person nominated by the Council under this Agreement unless the Association establishes to the reasonable satisfaction of the Council that:
- the circumstances of the Eligible Person's household have changed since last assessed by the Council;
 - inaccurate information in respect of the Eligible Person or their household was provided by the Council;
 - the Property is not suitably adapted for occupation by the Eligible Person or their household;
 - the Eligible Person is demonstrably unable to afford the rent;
 - the Eligible Person has been evicted within the previous two years by the Association for breach of any tenancy condition;
 - the size of the Eligible Person's household exceeds the permitted number of occupants for the Property as determined by the Council's allocation scheme in force at the date of a Nomination Notice;
 - the Eligible Person has been convicted of a criminal offence involving the use of any previous accommodation for unlawful purposes; or
 - the Association cannot reasonably be expected to manage the harm that is likely to be caused to or by the Eligible Person or a member of the Eligible Person's household if housed within the neighbourhood in which the Property is situated.
- 3.7 Where the Association determines to reject any nomination made by the Council under this Agreement it shall notify the Council within 3 working days of the date of the relevant Nomination Notice, giving the appropriate reason(s) for its rejection (by reference to those referred to in clause 3.6) and inviting the Council to make a further nomination of the relevant Property.
- 3.8 The Council shall within 3 working days of receipt of any notice given by the Association under clauses 3.5 or 3.7 either serve a further Nomination Notice on the Association or confirm to the Association in writing that it has no such nomination to make.
- 3.9 Subject to clause 3.10, the parties shall repeat that part of the Nominations Procedure described in this clause 3.0 until a Tenancy of the relevant Property is granted to an Eligible Person nominated by the Council or the Council confirms to the Association in writing that it has no further nomination to make.
- 3.10 If the Council does not make a nomination in accordance with this Agreement or confirms to the Association in writing that it has no further nomination to make then the Association shall be free to let the relevant Property to any person in priority need of housing at an Affordable Rent PROVIDED this Agreement shall continue in full force and effect upon the occasion of any vacancy of the Property that subsequently arises during the Nominations Period.
- 3.11 The Association shall not, as landlord, or prospective landlord, in respect of any Tenancy granted or offered under this Agreement to an Eligible Person, unlawfully discriminate either directly or indirectly on the grounds of race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and, without prejudice to these principles, the Association shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or

Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or any other relevant or equivalent legislation, or any statutory modification or re-enactment of all and any such legislation.

4.0 MONITORING

4.1 The Association shall provide monitoring returns to the Council on 1 April, 1 July, 1 October and 1 January throughout the Nominations Period confirming:

- the addresses of Properties vacant and available for letting at the relevant quarter date; and
- the number of Properties let over the previous quarter, the source of that letting by nomination or otherwise, and the date each tenancy commenced; and
- such other information as the Council may reasonably require.

4.2 The Council and the Association will meet annually on or around 1 April each year throughout the Nominations Period to review and agree any changes to the Nomination Procedure, such changes to be recorded by the parties in accordance with clause 7 of this Agreement.

5.0 NOTICES

5.1 Any notice required by this Agreement to be served on the Council shall be validly served if sent by first class post or facsimile to the Council's Contact or to such other Contact as the Council may notify the Association from time to time in accordance with clause 5.2.

5.2 Any notice required by this Agreement to be served on the Association shall be validly served if sent by first class post or facsimile to the Association's Contact or to such other Contact as the Association may notify the Council from time to time in accordance with clause 5.1.

6.0 DISPUTES

6.1 All questions or differences whatsoever arising from or relating to this Agreement shall be referred to a single Arbitrator to be agreed upon by the parties or failing agreement to be appointed by the then President of the Chartered Institute of Housing, such Arbitrator to have all the powers conferred on arbitrators by any law, legislation, statute, directive, or regulation for the time being in force in the United Kingdom.

6.2 The parties agree that the decision of the Arbitrator shall be final and binding on both the parties.

6.3 The Arbitrator's costs shall be borne equally by the parties or as the Arbitrator shall direct.

7.0 ENTIRE AGREEMENT

This Agreement contains all the terms expressly agreed between the parties in respect of the nomination of Eligible Persons for housing by the Association in the Properties and shall only be varied in writing and signed on behalf of the parties provided that this Agreement shall be deemed to be varied to the extent necessary to comply with or conform to any statute, order, bye-law or statutory instrument.

8.0 LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982

The Association for itself and its successors in title covenants with the Council pursuant to the provisions of section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended by section 4(3) of the Oxfordshire Act 1985) at all times hereafter to

duly perform and observe the covenants on the part of the Association contained or referred to in this Agreement.

9.0 DATA PROTECTION

9.1 The Association shall comply with any notification requirements under the Data Protection Act 1998 (the DPA) and both parties will duly observe all their obligations under the DPA, which arise in connection with this Agreement.

9.2 Notwithstanding the general obligation in clause 9.1, where the Association is processing Personal Data as a Data Processor for the Council, the Association shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- provide the Council with such information as the Council may reasonably require to satisfy itself that the Association is complying with its obligations under the DPA; and
- promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 9.2; and
- ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the DPA.

9.3 The provisions of this clause shall apply during the Nominations Period and indefinitely after expiry [or termination] of this Agreement.

9.4 In this clause 9, the expressions *Data Processor* and *Personal Data* shall have the meaning ascribed to them in the DPA.

THE COMMON SEAL of
CHERWELL DISTRICT COUNCIL
was affixed in the presence of:-

[Handwritten signature]

Authorised Signatory:



THE COMMON SEAL of
OXFORDSHIRE COUNTY COUNCIL
was affixed in the presence of:-

[Handwritten signature]

Chief Legal Officer /Designated Officer:



EXECUTED (but not delivered until
the date inserted herein) **AS A DEED** on behalf
of **UPPER HEYFORD GP LIMITED**
a company incorporated in Jersey by

[Handwritten signature]
/AUC SILVER

Name

being a person who in accordance with the laws
of that territory is acting under authority of the Company

Authorised Signatory

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED** on behalf
of **UPPER HEYFORD NOMINEE LIMITED**
a company incorporated in Jersey by

PAUL SILVER



Name

being a person who in accordance with the laws
of that territory is acting under authority of the Company

Authorised Signatory

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED** on behalf
of **DORCHESTER HEYFORD PARK GP LIMITED**
a company incorporated in Jersey by

PAUL SILVER



Name

being a person who in accordance with the laws
of that territory is acting under authority of the Company

Authorised Signatory

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED** on behalf
of **DORCHESTER HEYFORD PARK
NOMINEE LIMITED**
a company incorporated in Jersey by

PAUL SILVER



Name


being a person who in accordance with the laws
of that territory is acting under authority of the Company

Authorised Signatory

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED**
by **HEYFORD PARK ESTATE LIMITED**

acting by a Director

in the presence of:



Witness signature:



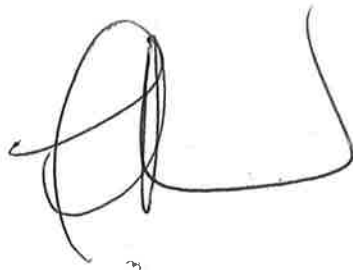
Witness name:

GAVIN ANGELL

Witness address:

10 BILLING STREET
LONDON
SW10 9QU

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED**
by **HEYFORD COMMERCIAL LIMITED**
acting by a Director



in the presence of:

Witness signature: 

Witness name: *GAVIN ANGECC*

Witness address: *10 BILLING STREET*
LONDON
SW10 9uh

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED**
by **HEYFORD COMMERCIAL**
DEVELOPMENT LIMITED
acting by a Director



in the presence of:

Witness signature: 

Witness name: *GAVIN ANGECC*

Witness address: *10 BILLING STREET*
LONDON
SW10 9uh

EXECUTED (but not delivered until
the date inserted herein)

AS A DEED by **HEYFORD RESIDENTIAL LIMITED**
acting by a Director

in the presence of:

Witness signature:



Witness name:

GAVIN ASPELL

Witness address:

10 BILLING STREET
LONDON
SW10 9UH



EXECUTED (but not delivered until
the date inserted herein)

AS A DEED by **HEYFORD PARK DEVELOPMENTS LIMITED**
acting by a Director

in the presence of:

Witness signature:

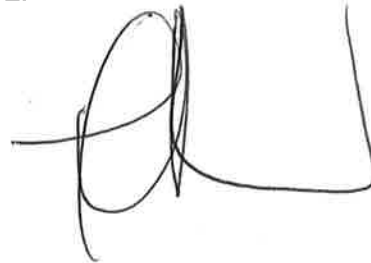


Witness name:

GAVIN ASPELL

Witness address:

10 BILLING STREET
LONDON
SW10 9UH



EXECUTED as a DEED by

BOVIS HOMES LIMITED

by the affixing of its

COMMON SEAL in the

presence of two Authorised

Signatories:



C117/0168

EXECUTED (but not delivered until the
date inserted herein) **AS A DEED** by

MOUNT STREET MORTGAGE SERVICING LIMITED

acting by

.....Attorney

as attorney under a power of attorney

in the presence of:


Witness signature:




Witness name: *SACJIT MANN*

Witness address: Mount Street Mortgage Servicing Limited
Third Floor, New City Court
20 St Thomas Street
London SE1 9RS

EXECUTED (but not delivered until the date inserted herein) **AS A DEED** by [MATT REACONS] as attorney for **LLOYDS BANK PLC** in the presence of:


(ASSOCIATE DIRECTOR)

Witness signature: 

Witness name: NISHA SENEVIRATNE

Witness address:


Lloyds Bank plc
1st Floor
10 Gresham Street
London EC2V 7AE

Executed and Delivered as a deed by
SECURE TRUST BANK PLC
acting by two duly appointed Attorneys under a
Power of Attorney dated ~~21st December 2015~~

~~21st~~ September 2016 *kw*
knz/14



Attorney



Attorney