

DATED

24th December

2019

- (1) CHERWELL DISTRICT COUNCIL
- (2) OXFORDSHIRE COUNTY COUNCIL
- (3) DORCHESTER HEYFORD PARK GP LIMITED AND DORCHESTER HEYFORD PARK NOMINEE LIMITED
- (4) HEYFORD PARK ESTATE LIMITED
- (5) HEYFORD PARK DEVELOPMENTS LIMITED
- (6) SECURE TRUST BANK PLC

PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990

**relating to land at Camp Road Heyford Park
(Growth Board Phase)
Oxfordshire**

DATE

24th December

2019

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) **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 Second Owner");
- (5) **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 Third Owner"); and
- (6) **SECURE TRUST BANK PLC** (Co Reg No 541132) whose registered office is at One Arleston Way Solihull B90 4LH ("the Mortgagee")

INTRODUCTION

1. The District Council is the local planning authority for the purposes of the Act for the area in which the Growth Board Application Site and the Heyford Park Site are situated
2. The County Council is the county planning authority for the area in which the Growth Board Application Site and the Heyford Park Site are situated and has sundry powers and duties in respect of the provision of library facilities, museums, waste disposal social and health care and education and in respect of highways traffic and transport
3. The Growth Board Application Site Owners are the freehold owners of that part of the Growth Board Application Site comprising the Obligation Land as set out in the First Schedule
4. The Mortgagee has the benefit of a charge over that part of the Growth Board Application Site which is in the freehold ownership of the Third Owner
5. The Outline Planning Permission was granted for the development of land at Heyford Park which includes the Growth Board Application Site subject to the 2011 Agreement which has been varied by the Supplemental Agreements
6. The Growth Board 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

NOW THIS DEED WITNESSES AS FOLLOWS

OPERATIVE PART

1. DEFINITIONS

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

Expression	Meaning
"Act"	the Town and Country Planning Act 1990
"Additional Dwellings"	means 41 of the Growth Board Dwellings being those Dwellings provided as part of the Development which are additional to the dwellings previously approved on parts of the Growth Board Site pursuant to previous approvals of reserved matters for the Outline Planning Permission and in respect of which mitigation has been secured
"Development"	erection of up to 57 residential units (Use Class C3) comprising a mix of open market and affordable housing, together with associated works including provision of vehicular and pedestrian accesses, public open space, landscaping, infrastructure and site clearance as set out in the Growth Board Application in place of 16 Dwellings approved on parts of the Growth Board Application Site pursuant to the Outline Planning Permission and subsequent reserved matters approvals
"Due Date"	the date on which any payment is to be paid in accordance herewith or if a payment has to be paid before an event then the Working Day before that events occurs
"Growth Board Application"	the application for full planning permission submitted to the District Council for the Development and allocated reference number 19/00446/F
"Growth Board Application Site"	the land at Heyford Park Oxfordshire shown edged red on the Plan
"Growth Board Application Site Owners"	together the First Owner the Second Owner and the Third Owner

Expression	Meaning
"Growth Board Dwelling"	a building (including a house flat or maisonette) Constructed or proposed to be Constructed on the Obligation Land as part of the Development or part of such building designed for residential occupation by a single household pursuant to the Growth Board Planning Permission or any Growth Board Qualifying Permission and including Affordable Housing Dwellings (as defined in the Second Schedule)
"Growth Board Planning Permission"	the full planning permission subject to conditions to be granted by the District Council pursuant to the Growth Board Application
"Growth Board 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 Growth Board Planning Permission or a subsequent Growth Board Qualifying Permission
"Growth Board Qualifying Permission"	means a planning permission issued pursuant a Growth Board Qualifying Application which is issued before the adoption of a Community Infrastructure Levy Charging Schedule by the District Council
"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
"Obligation Land"	the Growth Board Application Site excluding the area shown hatched blue on the plan in Appendix 1 marked 'Trenchard' which is in the ownership of the Growth Board Application Site Owners

Expression	Meaning
"Occupation" and "Occupied"	occupation for the purposes permitted by the Growth Board Planning Permission or any Growth Board 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
"Outline Planning Permission"	planning permission issued for development at Heyford Park granted on 22 December 2011 under reference 10/01642/OUT
"Plans"	the plans attached to this Deed at Appendix 1 comprising <ul style="list-style-type: none"> • a plan marked 'the Growth Board Application Site' being a composite plan showing all three areas of land constituting the Growth Board Application Site edged in red; • a plan marked 'Phase 5D' showing the detail of the area known as 'Phase 5D', • a plan marked 'Phase 8C' showing the detail of the area known as 'Phase 8C';and • a plan marked 'Trenchard' showing the land hatched blue which does not form part of the Obligation Land
"Principal Agreement"	the 2011 Agreement as varied and supplemented by the Supplemental Agreements
"Supplemental Agreements"	the Agreements pursuant to inter alia Section 106A of the 1990 Act dated 28 August 2012, 27 June 2014 30 March 2016 8 May 2017 12 October 2017 and 21 March 2019 relating to land at Heyford Park which includes the Growth Board Application Site
"2011 Agreement"	the Agreement pursuant to section 106 of the 1990 Act dated 22 December 2011 relating to the Heyford Park Site being land at Heyford Park which includes the Growth Board Application Site
"Heyford Park Site"	the land defined as "the Site" in the 2011 Agreement
"Working Day"	any day upon which the London clearing banks are open for business but excluding 27 th to 31 st December inclusive in any Calendar Year

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner
- 2.4 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
- 2.5 "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
- 2.6 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
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.8 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

3. **LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and insofar as it may be construed as modifying or varying the obligations contained in the Principal Agreement pursuant to Section 106A of the Act and all other enabling powers
- 3.2 The covenants, restrictions and requirements imposed upon the Growth Board Application Site Owners under this Deed in respect of the Obligation Land create planning obligations pursuant to Section 106 of the Act and
 - 3.2.1 those planning obligations contained in the Second Schedule and Third Schedule are enforceable by the District Council; and
 - 3.2.2 those planning obligations contained in Fourth Schedule are enforceable by the County Council

as planning authorities against the Growth Board Application Site Owners

4. **CONDITIONALITY**

- 4.1 This Deed is conditional upon the grant of the Growth Board Planning Permission and Implementation save for the provisions of Clauses 7.1, 12, 16 and 17 (legal costs, change of ownership, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed

5. **AGREEMENTS AND DECLARATIONS**

5.1 It is hereby agreed and declared between the Parties that

5.1.1 the Growth Board Application comprises the intensification of the development of three parts of the Heyford Park Site two of which (Phase 5C and Phase 8D identified in the Plans) already have the benefit of reserved matters approval pursuant to the Outline Planning Permission and one (Trenchard identified in the Plans) the benefit of a full planning permission reference 16/00196/F and thus is a Qualifying Application for the purposes of and as defined in the Principal Agreement but the provisions of clause 5.1.2 shall apply

5.1.2 The Construction of the Growth Board Dwellings will not amount to a breach of the terms of Principal Agreement save to the extent that there are provided on the Heyford Park Site for which there is reserved matters approval or full planning permission further to a Qualifying Application more than 1162 dwellings but disregarding any Growth Board Dwellings (which limit takes account of the 16 dwellings to be provided as Growth Board Dwellings that already had the benefit of reserved matters approval pursuant to the Outline Permission)

6. **COVENANTS**

6.1 The Growth Board Application Site Owners covenant

6.1.1 with the District Council as set out in the Second and Third Schedules

6.1.2 with the County Council as set out in the Fourth Schedule

so as to bind the Obligation Land

6.2 The District Council covenants with the Growth Board Application Site Owners as set out in the Fifth Schedule

6.3 The County Council covenants with the Growth Board Application Site Owners as set out in the Sixth Schedule

7. **MISCELLANEOUS**

7.1 The Growth Board Application Site Owners will

7.1.1 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

7.1.2 on completion of this Deed pay to the County Council the sum of three thousand seven hundred and fifty pounds (£3,750) as a contribution towards the cost of monitoring and administration of this Deed

7.1.3 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

- 7.2 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)
- 7.3 This Deed shall be registered as a local land charge by the District Council
- 7.4 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
- 7.5 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 7.6 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
- 7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed 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
- 7.8 This Deed shall cease to have effect if the Growth Board Planning Permission shall be quashed, revoked or otherwise withdrawn at any time or the Growth Board Planning Permission expires before Implementation has occurred PROVIDED THAT if the Growth Board Planning Permission has been modified at any time this Deed shall be modified in order to take proper and reasonable account of this.
- 7.9 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 Obligation Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.10 This Deed shall not be enforceable against
- 7.10.1 owner-occupiers or tenants of Growth Board Dwellings nor against those deriving title from them PROVIDED ALWAYS THAT
- 7.10.1.1 this clause shall not apply to any provisions placing a restriction on occupation of dwellings and
- 7.10.1.2 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,
- 7.10.1.3 statutory undertakers as owners of any statutory apparatus or any part of the Obligation Land on which statutory apparatus is located or any utility management company managing the utilities and services on the Obligation Land save that restrictions relating to work at Obligation Land and restrictions on use of the Obligation Land shall be enforceable in respect of their interest in the relevant part of the Obligation Land.
8. 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

9. **MORTGAGEE'S CONSENT**

9.1 The Mortgagee acknowledges and declares that this Deed is entered into by the Third Owner with its consent and that the Third Owner's interest in the Obligation Land shall be bound by the obligations contained in this Deed and that its charge over the Third Owner's interest in the Obligation Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall have no liability under the terms of this Deed unless it becomes a mortgagee in possession of any part of the Obligation Land in which case it shall be bound by the obligations of the Third Owner as if it were a person deriving title from the Third Owner as a successor in title

10. **WAIVER**

10.1 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

11. **NO FETTER**

11.1 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.

12. **CHANGE OF OWNERSHIP**

12.1 The Growth Board Application Site Owners agree with the District Council and the County Council:

12.2 to give the District Council and the County Council written notice within ten Working Days of any change in ownership of any of their interests in the Obligation Land 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 Obligation Land or unit of occupation purchased by reference to a plan

12.3 to notify the District Council and the County Council separately in writing within ten Working Days of the occurrence of each of the following events and to specify in the notification the date on which it occurred:

12.3.1 the date of Implementation of the Growth Board Planning Permission

12.3.2 the date of Occupation of the first Growth Board Dwelling to be Occupied

12.3.3 the Occupation of at least ten Growth Board Dwellings

12.3.4 the date of Occupation of at least twelve Market Dwelling (as defined in the Second Schedule)

12.4 to notify the District Council and the County Council within twenty Working Days of each of the usual quarter days (25 March, 24 June, 29 September and 25 December) of the total number of Growth Board 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 Fourth Schedule Part 1) comprised in each Growth Board Dwelling that has been Occupied

13. **INTEREST**

13.1 If any payment due under this Deed is paid after the Due Date, Interest will be payable from the Due Date on the full amount due until the date of actual payment

13.2 Interest shall be calculated daily and if any payment is made more than three months after the Due Date it shall be compounded thereafter monthly.

14. **VAT**

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

15. **DISPUTE RESOLUTION**

15.1 Subject to **clause 15.7**, if any dispute arises relating to or arising out of any provision of this Agreement that requires the consent, approval, agreement or other sanction of any party hereto, either party may give to the other written notice requiring the dispute to be determined under this **clause 15**. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

15.2 For the purposes of this **clause 15** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Obligation Land.

15.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 15.4**.

15.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

15.5 The Specialist is to act as an independent expert and:

15.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;

15.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;

- 15.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 15.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- 15.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 15.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 15.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 15**, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 15.7 This **clause 15** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

16. **JURISDICTION**

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

17. **DELIVERY**

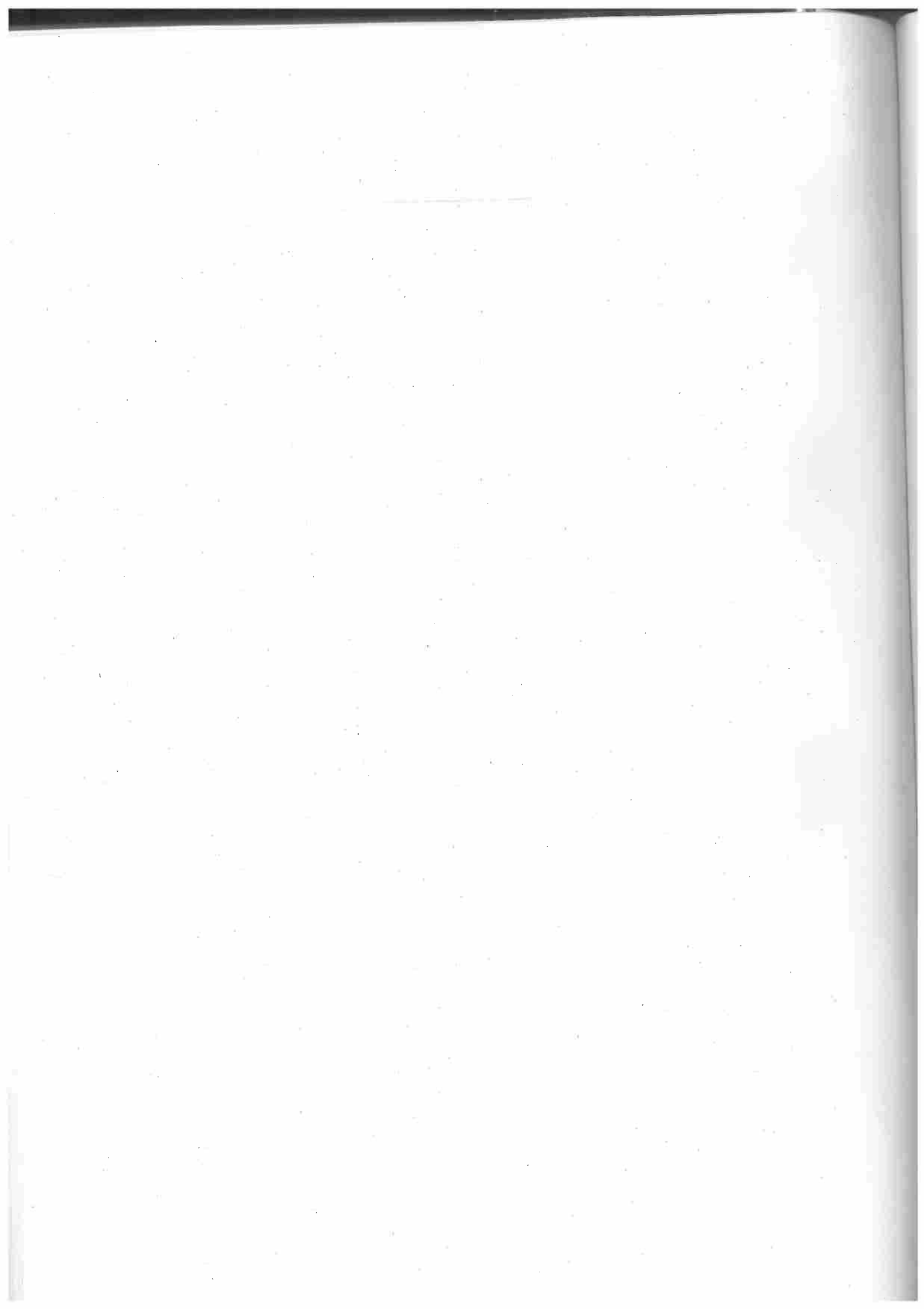
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

FIRST SCHEDULE

OBLIGATION LAND

Land at Heyford Park (Growth Board) Oxfordshire, which is shown edged red on the Plans but excluding that area shown hatched blue on the plan marked 'Trenchard', and comprised in Land Registry Freehold title numbers ON307194, ON288091 and ON329971



SECOND SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL Affordable Housing

1. Definitions

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

Expression	Meaning
"Affordable Housing"	means subsidised housing that will be available to and provided for persons whose needs are not met by the market and should meet the needs of those households who cannot afford to rent or buy housing generally available on the open market
"Affordable Housing Dwellings"	means the 14 Dwellings to be provided as Shared Ownership Housing and Affordable Rented Housing in accordance with the Affordable Housing Dwelling and Tenure Mix and which may in addition include the Growth Board Affordable Housing Dwellings
"Affordable Housing Dwelling and Tenure Mix"	means a mix of tenure and dwelling types whereby the Affordable Housing Dwellings (excluding any Growth Board Affordable Dwellings) are provided as 9 Affordable Rented Housing Dwellings and 5 Shared Ownership Dwellings as follows Affordable Rented Housing <ul style="list-style-type: none">• 9no one bedroom two person dwellings Shared Ownership Housing <ul style="list-style-type: none">• 3no one bedroom two person dwellings• 2no two bedroom three person dwellings and if the Growth Board Funding is confirmed by 31 March 2020 shall include the Growth Board Affordable Dwellings as hereinafter defined or such other dwelling and tenure mix as may be agreed between the Growth Board Application Site Owners and the District Council from time to time
"Affordable Housing Land "	means that part or parts of the Obligation Land or any building or any buildings on the Obligation Land upon or within which there will be provided Affordable Housing Dwellings (including Growth Board Affordable Housing Dwellings where applicable) together with full rights of access to each area of Affordable Housing Land from the Obligation Land 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:

Expression

Meaning

- the Affordable Rented Dwellings shall be Constructed to Nationally Described Space Standards 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 Obligation Land in at least two clusters consisting of no more than 15 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
- two of the 1 bed Affordable Housing Dwellings shall be built to meet Category M4(3) of Part M Building Regulation

"Affordable Rented Housing"

Growth Board Dwellings provided as rented housing through the Registered Provider to households who are eligible for social rented housing and which is not subject to the national rent regime but in line with the District Council's tenancy strategy, the rents will be no more than the lower of either 80% of local market rent (including service charge) or the relevant Local Housing Allowance rate in force at the time the property is advertised for letting and any such Growth Board Dwellings is referred to herein as an Affordable Rented Housing Dwelling

"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

Expression**Meaning**

	(including an administrative receiver appointed pursuant to the Law of Property Act 1925) or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (including but not limited to a "Housing Administrator" as defined in Section 95 of the Housing and Planning Act 2016) howsoever appointed or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any persons deriving title from the above
"Construction"	means the necessary building works or works of conversion or adaptation to create any Growth Board Dwellings and <ul style="list-style-type: none">• 'commencement of Construction' shall be construed as any operation that would serve to begin a development as set out in Section 56(4) of the Act in respect of any Growth Board Dwelling;• 'Constructed' shall be construed as being completed to a standard that would permit of Occupation notwithstanding that to do so would be in breach of any requirement hereunder or in the Growth Board Planning Permission or otherwise in law
"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 Allocations Scheme
"Growth Board Affordable Dwellings"	means subject to the operation of paragraphs 2.2 and 2.3 of this Second Schedule 3 (three) Growth Board Dwellings which may be provided as Shared Ownership Housing as follows <ul style="list-style-type: none">• 1 no two bed two person dwellings• 2 no three bed four person dwellings
"Growth Board Funding"	means funding made available by the Government through the Oxfordshire Growth Deal to support increased housing delivery in Oxfordshire to 2031
"Infrastructure"	means in relation to the Affordable Housing Land: <ul style="list-style-type: none">- 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

Expression

Meaning

	<ul style="list-style-type: none">- 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: <ul style="list-style-type: none">- 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 Housing Allowance"	the rates used to calculate housing benefit for tenants renting from private landlords in the local area as determined by the Valuation Office Agency
"Local Lettings Plan"	means a plan substantially in the form of the draft annexed hereto at Appendix 3 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 Land or any part of it which is mortgaged or charged to the Chargee

Expression	Meaning
"Nominations Agreements"	means agreements substantially in the form of the drafts 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 Obligation Land and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings
"Registered Provider"	means Heyford Regeneration Limited or an alternative private provider of social housing which is registered by the RSH 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
"RSH"	the Regulator of Social Housing, an executive non-departmental public body, established by Section 1 of the Housing and Regeneration Act 2008 that regulates registered providers of social housing and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing
"Shared Ownership Housing"	means housing offered through a Registered Provider under the terms of a lease which accords with the RSH 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 and any Growth Board Dwelling so provided is referred to herein as a 'Shared Ownership Dwelling'
'Staircased'	means that the occupier/lessee of a Shared Ownership Dwelling has acquired a greater share or shares in the equity of the Affordable Housing Dwelling so occupied
'Transferred'	in the context of any dealing with any part of the Obligation Land means EITHER a transfer of the freehold title OR the grant of a lease of no less than 125 years at a peppercorn rent OR the assignment of such a leasehold interest with no less than 125 years less one day remaining on the date of the assignment and 'transferred' and 'transferee' and 'transferor' shall be construed accordingly

2. **Housing Covenants**

2.1 It is hereby agreed and declared between the District Council and the Growth Board Application Site Owners that of the Affordable Housing Dwellings:

2.1.1 12 of the Affordable Housing Dwellings are provided as the requirement to provide 30% of the Additional Dwellings as Affordable Housing

2.1.2 2 of the Affordable Housing Dwellings are provided as part of the Affordable Housing requirement pursuant to the requirements of the Outline Planning Permission and the terms of the Principal Agreement

and that the Growth Board Affordable Housing Dwellings shall be provided as Affordable Housing subject to the availability of Growth Board Funding and the operation of paragraph 2.3

2.2 The Growth Board Application Site Owners covenant with the District Council as follows:

2.2.1 not to cause or permit the Development to be Implemented before the location of the Affordable Housing Land has been agreed with the District Council and where the availability of Growth Board Funding has been confirmed by the District Council prior to the Implementation the Affordable Housing Land shall include the Growth Board Affordable Housing Dwellings

2.2.2 to provide the Affordable Housing Dwellings in line with the Affordable Housing Dwelling and Tenure Mix or such other mix as may be agreed in writing between the Growth Board Application Site Owners and the District Council and subject to paragraph 2.3 as Growth Board Affordable Housing Dwellings where Growth Board Funding has been confirmed

2.2.3 not to Occupy or cause or permit the Occupation of more than 12 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

2.2.4 subject to the operation of paragraph 2.3 to 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 Obligation Land prior to the Occupation 21 of the Market Dwellings

2.2.5 subject to the operation of paragraph 2.3 not to cause or permit the Occupation of more than 30 of the Market Dwellings until

2.2.5.1 the Affordable Housing Dwellings have been Constructed and

2.2.5.2 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 Growth Board 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

- 2.2.6 subject to paragraph 2.3 not to 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
- 2.2.7 subject to paragraph 2.3 not without the consent in writing of the District Council to Transfer 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.
- 2.3 where the Growth Board Funding is not confirmed or is withdrawn prior to the commencement of Construction of the Growth Board Affordable Housing Dwellings:
 - 2.3.1 the obligations in paragraphs 2.2.3 and 2.2.4 to Construct the Affordable Housing Dwellings shall not include the Growth Board Affordable Housing Dwellings;
 - 2.3.2 all references to the Affordable Housing Land in paragraph 2.2 shall be exclude reference to any land upon which the Growth Board Affordable Housing Dwellings were proposed to be Constructed; and
 - 2.3.3 the obligation to Construct and provide any Growth Board Dwellings as the Growth Board Affordable Housing Dwellings shall cease and shall no longer bind persons with any interest in the Obligation Land

3. **Chargee liability**

- 3.1 For the avoidance of doubt paragraphs 2.2.6 and 2.2.7 (subject to paragraph 2.3) are binding on a Chargee PROVIDED THAT paragraphs 2.2.6 and 2.2.7 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 if the provisions of paragraph 3.2 below have been complied with.
- 3.2 It is hereby agreed and declared that the proviso contained in paragraph 3.1 will only apply where the Chargee exercising its power of sale:-
 - 3.2.1 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
 - 3.2.2 has used reasonable endeavours over a period of 3 months from the District Council's receipt of notification pursuant to paragraph 3.2.1 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 3.2.1 above and provided the steps in paragraph 3.2.2 have been complied with 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 2.2.6 with the effect that they shall cease to bind the Mortgage Land.

4. The provisions of paragraph 2.2.6 and 2.2.7 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 a Shared Ownership Dwelling who has Staircased up to 100% or any successor in title thereto.
5. The Growth Board Application Site Owners shall provide the Affordable Housing Dwellings and offer them for occupation to Eligible Occupiers in accordance with the Local Lettings Plan and Nominations Agreement or as otherwise agreed by the District Council and shall not Allocate or cause or permit to be Allocated any of the Affordable Housing Dwellings by any other means
6. 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 RSH 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
Refuse Bin Contribution

1. Definitions

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

- "Index Linked" means adjusted according to the increases (if any) 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 SEVEN HUNDRED AND SIXTY SEVEN POUNDS AND FIFTY PENCE (£2,767.50) Index Linked for the provision of refuse and recycling containers at the Development

2. Refuse Bin Contribution

The Growth Board Application Site Owners covenant with the District Council

- 2.1 prior to Implementation to pay to the District Council the Refuse Bin Contribution
- 2.2 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

FOURTH SCHEDULE

COVENANTS WITH THE COUNTY COUNCIL

Part 1

1. Definitions

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

"Adult Learning Contribution" means the sum of £1173.35 Index Linked from the first quarter 2012 (as so designated in and calculated in accordance with the Matrix) towards the provision of adult learning facilities to serve the Development

"Approval (Variation)" means any approval (further to an application for approval of a non-material change to the Growth Board Permission or otherwise) which alters the Composition of the Development.)

"Bedroom" means a room in a Growth Board Dwelling designed as a bedroom or study/ bedroom and

- 1 Bedroomed Unit means a Growth Board Dwelling with 1 Bedroom
- 2 Bedroomed Unit means a Growth Board Dwelling with 2 Bedrooms
- 3 Bedroomed Unit means a Growth Board Dwelling with 3 Bedrooms
- 4 Bedroomed Unit means a Growth Board Dwelling with 4 or more Bedrooms

"Composition of the Development" means the aggregated number of Growth Board Dwellings comprised in the Development and the number of each Growth Board Dwellings type classified by reference to the number of Bedrooms in the Growth Board Dwellings

"County Museum Resource Centre Contribution" means the sum of £531.30 Index Linked from the first quarter 2012 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 the Adult Learning Contribution and the Secondary Education 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 in occurring between the quarter specified in the relevant contribution definition 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 and
- in relation to the Public Transport Contribution adjusted according to any increase occurring between May 2014 the month in which payment is paid (by

reference to the index value for that month) in the Retail Prices Index excluding mortgage payments (RPIX)

or if at any time or for any reason it becomes impracticable to use either index such alternative index as may be agreed between the Owner and the County Council

"Library Contribution" means the sum of £9034.19 Index linked from the first quarter 2012 (as so designated in and calculated in accordance with the Matrix) towards the provision of library facilities serving the Development including 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 minus 2

B means the number of 2 Bedroomed Units

C means the number of 3 Bedroomed Units minus 14

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

"Public Transport Contribution" means the sum of £56,006 Index Linked to be applied towards the improvement of public transport to serve the Obligation Land including the provision of an increased bus service to Bicester

"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

"Secondary Education Contribution" means the sum of £174,299 Index Linked from 2Q 2017 (as so designated in and calculated in accordance with the Matrix) towards the provision of secondary education facilities to serve Upper Heyford in order to accommodate pupils generated by the Development

"Social and Healthcare Contribution" means the sum of £8760.01 Index Linked from the first quarter 2012 (as so designated in and calculated in accordance with the Matrix) towards the provision of day care facilities within Oxfordshire

"Strategic Waste Management Contribution" means sum of £6802.06 Index Linked from the first quarter 2012 (as so designated in and calculated in accordance with the Matrix) towards the provision of waste management facilities to serve the Development

2. **Notifications of Information**

The Growth Board 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 Growth Board Dwelling
 - 2.2.2 if the Approval (Variation) is issued subsequent to the Occupation of the 10th Growth Board 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 3.3

3. **Payments**

The Growth Board Application Site Owners covenant with County Council:

- 3.1 not to cause or permit the Implementation of the Development until they have paid the Public Transport Contribution to the County Council and
- 3.2 to pay to the County Council the Public Transport Contribution on or before the Implementation of the Development
- 3.3 not to cause or permit the Occupation of any Growth Board Dwellings until they have paid the first tranche of the General Infrastructure Contribution of £100,300 Index Linked (which for clarification purposes only includes £87,150 (eighty seven thousand one hundred and fifty pounds) Index Linked of the Secondary Education Contribution) to the County Council and
- 3.4 to pay to the County Council the first tranche of the General Infrastructure Contribution of £100,300 Index Linked (which for clarification purposes only includes £87,150 (eighty seven thousand one hundred and fifty pounds) Index Linked of the Secondary Education Contribution) on or before the Occupation of any Growth Board Dwelling
- 3.5 not to cause or permit the Occupation of more than 20 Growth Board Dwellings until they have paid the balance of the General Infrastructure Contribution Index Linked (which for clarification purposes only includes the balance of the Secondary Education Contribution) to the County Council and
- 3.6 to pay to the County Council the balance of the General Infrastructure Contribution Index Linked (which for clarification purposes only includes the balance of the Secondary Education Contribution) on or before the Occupation of the 20th Growth Board Dwelling
- 3.7 in the event that the Approval (Variation) is issued subsequent to the Occupation of the 20th Growth Board 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
Secondary Education (Secondary Education Contribution)	£0.00	£2,003.44	£5,208.94	£8,414.43
Totals (General Infrastructure Contribution)	£379.77	£2,497.23	£5,921.58	£9,279.63
	W	X	Y	Z

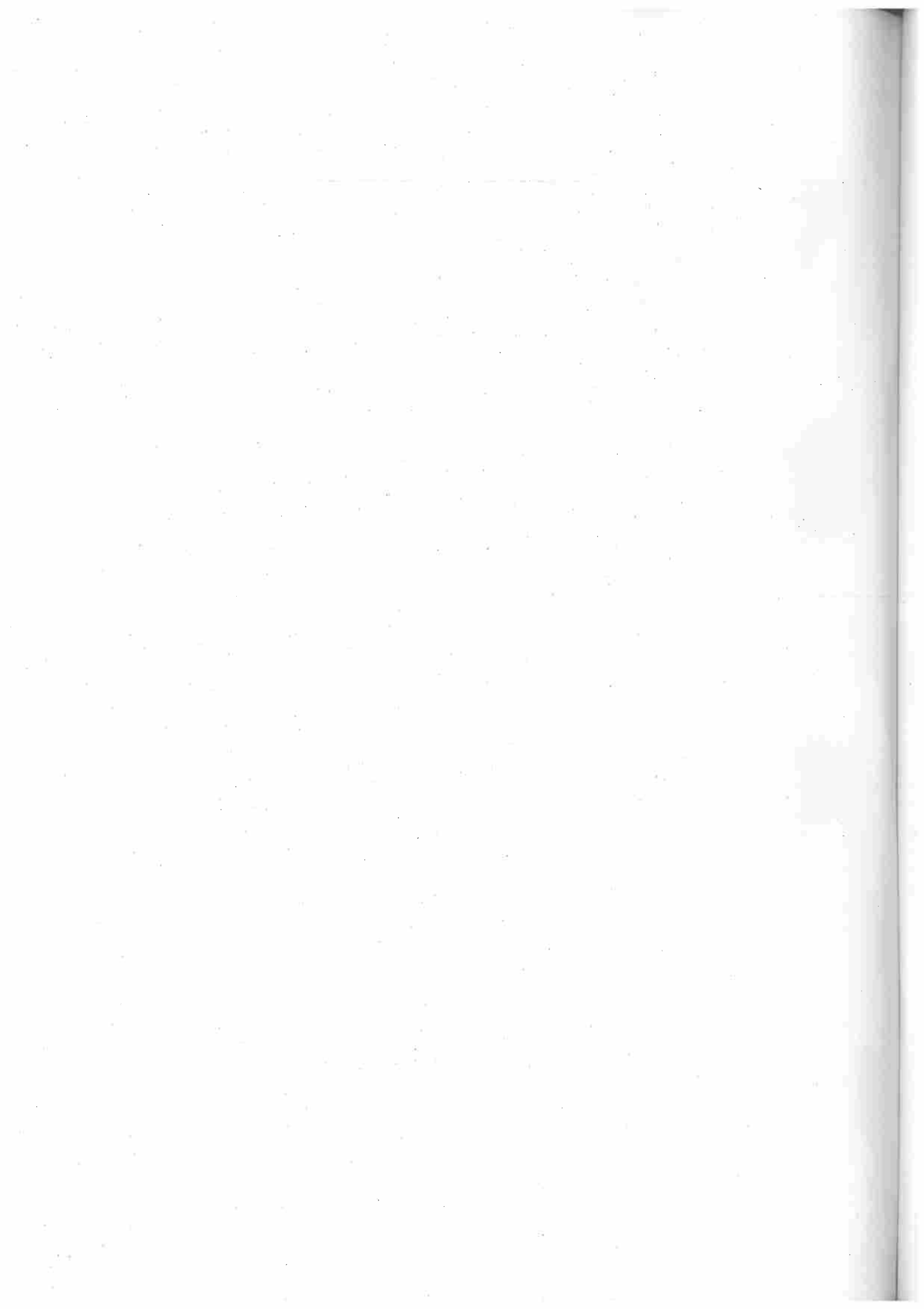
**FIFTH SCHEDULE
DISTRICT COUNCIL'S COVENANTS**

1. Use of Contributions

- 1.1 The District Council covenants with the Growth Board Application Site Owners to use all sums received under the terms of the Third Schedule of this Deed for the purposes specified in this Deed for which they are to be paid.
- 1.2 The District Council shall provide to the Growth Board 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 Third Schedule of this Deed upon a written request by the Growth Board Application Site Owners such request not to be made more than once in any year.

2. Discharge of Obligations

At the written request of the Growth Board 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.



SIXTH SCHEDULE

COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Growth Board Application Site Owners not to use the General Infrastructure Contribution other than for the purposes specified in this Deed
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 Growth Board 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 Growth Board Application Site Owners such request not to be made more than once in any year.

APPENDIX 1: Plans



KEY
LAND LOCATION

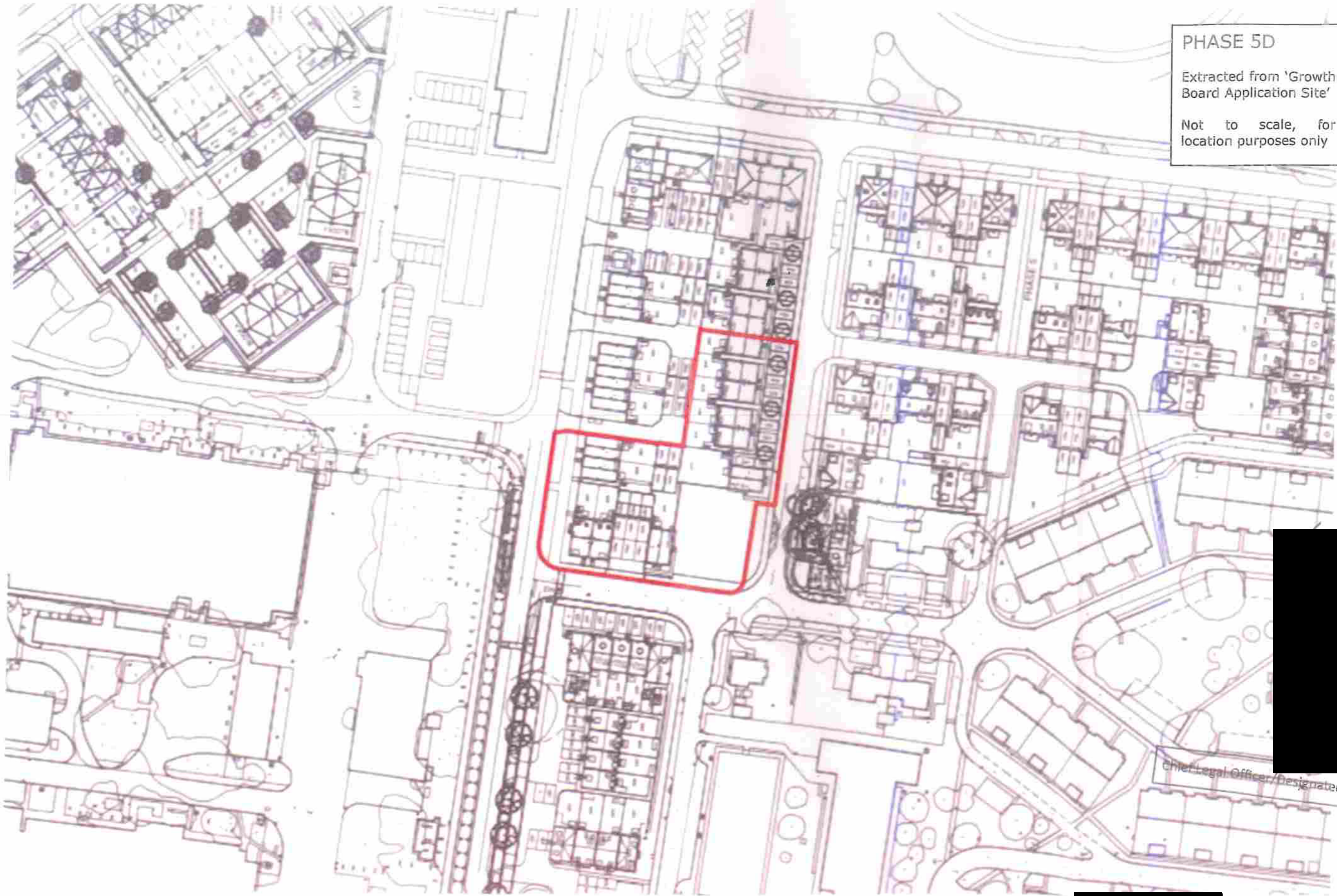
Chief Legal Officer/Designated Officer

THE GROWTH BOARD
APPLICATION SITE
REDUCED FROM A0

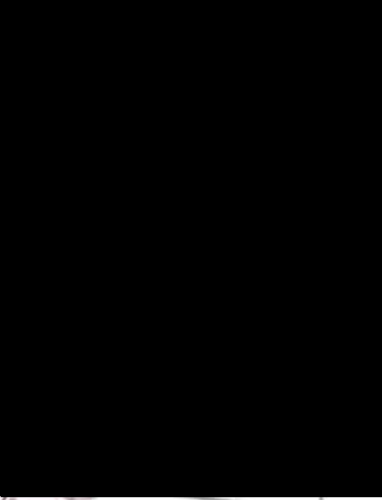


HEYFORD PARK - LAND LOCATION PLAN (5D, 8C, TRENCHARD)

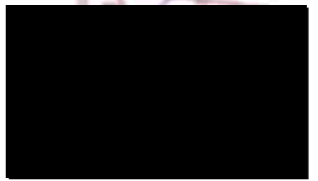




PHASE 5D
Extracted from 'Growth Board Application Site'
Not to scale, for location purposes only



Chief Legal Officer/Designated Officer



PHASE 8C
Extracted from 'Growth Board Application Site'
Not to scale, for location purposes only

CP & TC

S. S. Mitchell
Chief Legal Officer/Designated Officer



HEYFORD RESIDENTIAL LTD LAND OWNERSHIP INTSI

Chief Legal Officer/Designated Officer



Local Lettings Plan

Heyford Park

June 2015 (reviewed March 2017)

1. Background to this Lettings Plan

- 1.1** This revised Lettings Plan amends the previous plan dated June 2015. The revision follows on from a decision to change the specification of the existing estate refurbishment at former RAF Upper Heyford. In the short to medium term the existing estate will no longer be refurbished in phases as per the original refurbishment schedule and instead internal refurbishments will take place as residents naturally vacate properties. Therefore residents no longer need to move according to the date their property was to be renovated Registered applicants in groups A will be prioritised by Cherwell District Council in order of their assessed need (housing band) and their effective date on the register. As affordable housing becomes available suitable properties will be allocated in priority of this shortlist
- 1.2** Applicants in group B will be limited to those who moved onto Heyford Park before June 2017. All other residents will be put into group C
- 1.3** This Lettings Plan should be read in conjunction with the Nominations Agreement for the affordable housing which will be delivered on Heyford Park.
- 1.4** 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 of 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 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 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 and who have an active housing registration with Cherwell District Council.

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.
- All group A residents will be prioritised through the Cherwell Housing Register according to their assessed housing need on the register and then by their effective date. As properties become available, The managing Registered Provider (Heyford Regeneration) will contact applicants who qualify for the property using Cherwell's priority list until the property is accepted. If a household feels they have a particularly high housing need they can contact the Council for an assessment which may or may not affect their priority on the housing list.
- 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 current tenants whose tenancy began 1st April 2012 – 1st June 2017 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.
- Will be contacted if there are no applicants in group A who have accepted the offer of a property in order of their position on Cherwell's Housing Register to alert them to the opportunity
- 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 includes residents who move onto Heyford Park after the 1st June 2017 or who have a local connection with Heyford Park as specified 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, Duns Tew and Kirtlington
- 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

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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 Heyford Regeneration 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 Heyford Regeneration 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 offered to 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 the housing options available to them on Heyford Park. These interviews will be carried out by Heyford Regeneration. These options are described in Appendix 2 of this Lettings Plan. Affordability checks to ensure nominated applicants can afford to move into the affordable properties at Heyford Park will be carried out by Heyford Regeneration.

4.2 If required residents will also be offered a housing options interview with housing officers at Cherwell District Council to consider wider options that may be available across the Cherwell District.

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

4.5 All applicants will be put through affordability checks by Heyford Regeneration 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 or other benefits. 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 of any size as long as they are assessed as being able to afford this.

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

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.

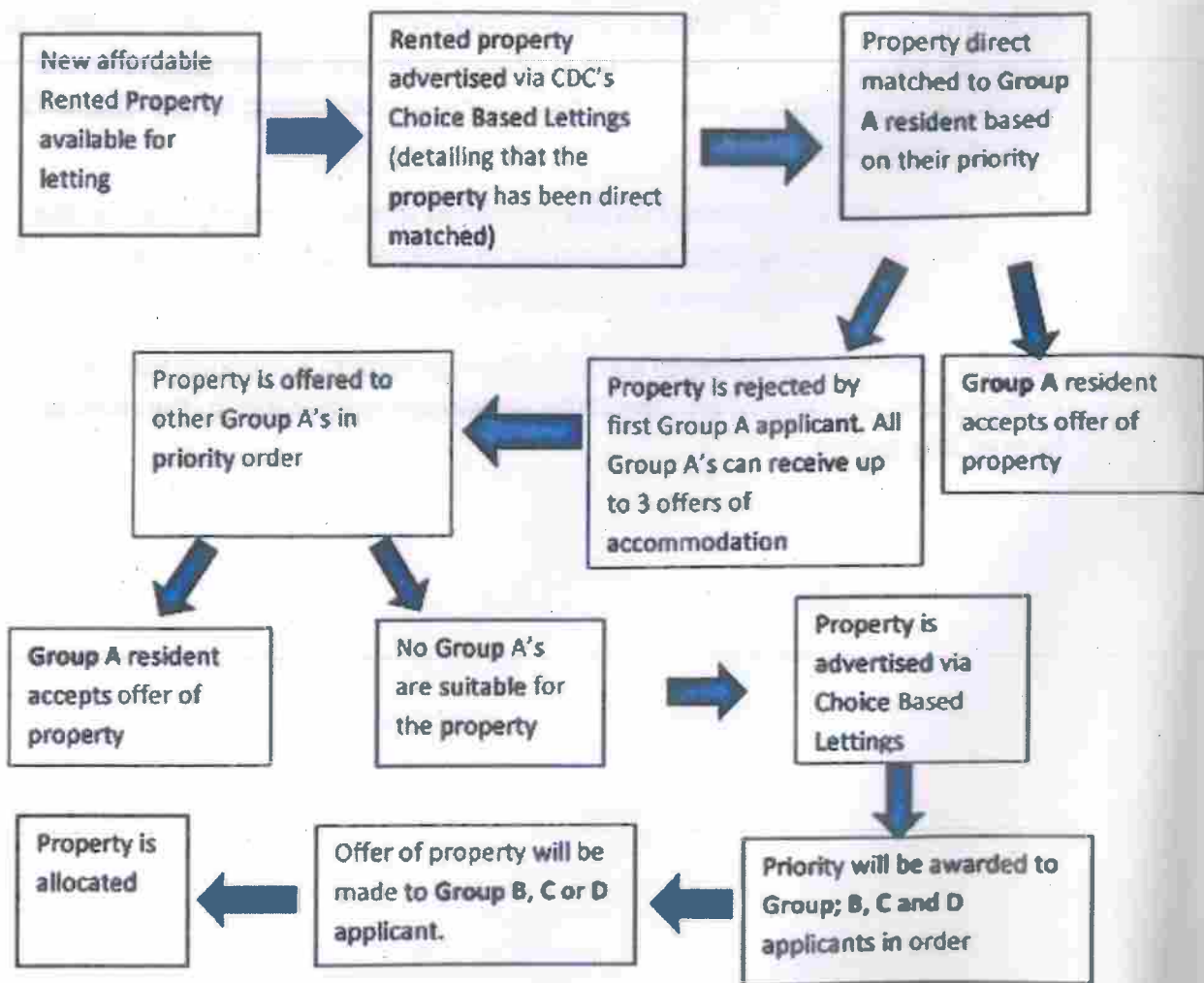
5.4 This Local Lettings Plan will be in effect from the point that the first affordable home is available for letting or sale on Heyford Park, and will cease to be in effect once all of the affordable rented properties have been first let and the last shared ownership property has progressed to a 'reserved' 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.

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 who is highest priority for the particular property. 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 their

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

Appendix 2

Details of Housing Options for Heyford Park Residents

It is important that residents are fully aware of their housing options under the lettings plan and what these might mean for their future housing which are as follows:

Housing Option	Pluses	Minuses
Move to a new affordable home on Heyford Park	Affordable rent and subject to affordable rent rules to keep the housing affordable Greater security of tenure allowing certainty about future housing Residents in groups A and B get priority above all other applicants on the waiting list	Home may be smaller than current accommodation
Move to another affordable home in the area	Affordable rent and subject to affordable rent rules to keep the housing affordable Greater security of tenure allowing certainty about future housing	No priority above other applicants on the register so may be harder to secure for residents in groups A and B
Stay put in existing privately rented un renovated home (some external renovations may be undertaken)	May be larger and benefit from additional facilities such as gardens. Lower rent than general private sector rents	No security of tenure – notice may be given in accordance with the tenancy May not be an option to move to new affordable housing on site at a later date if all suitable properties are taken.
Move to another privately rented renovated property on site when these become available	Upgraded accommodation of a type that may suit needs	Will be more expensive than affordable properties and the current un-renovated properties Will not have same degree of security of tenure as affordable housing
Move into other privately rented accommodation away from Heyford Park	Allows freedom of choice and ability to move to a different area	Properties in private rented market are generally more expensive than the current homes at Heyford Park

APPENDIX 3

Nominations Agreement

CHERWELL DISTRICT COUNCIL

- and -

REGISTERED PROVIDER

**ALLOCATION AGREEMENT FOR
SHARED OWNERSHIP LEASES**

Development at XXXXXX, XXXXXX

Planning application number XXXXXX

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 SO60 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 etc

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 repeal 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

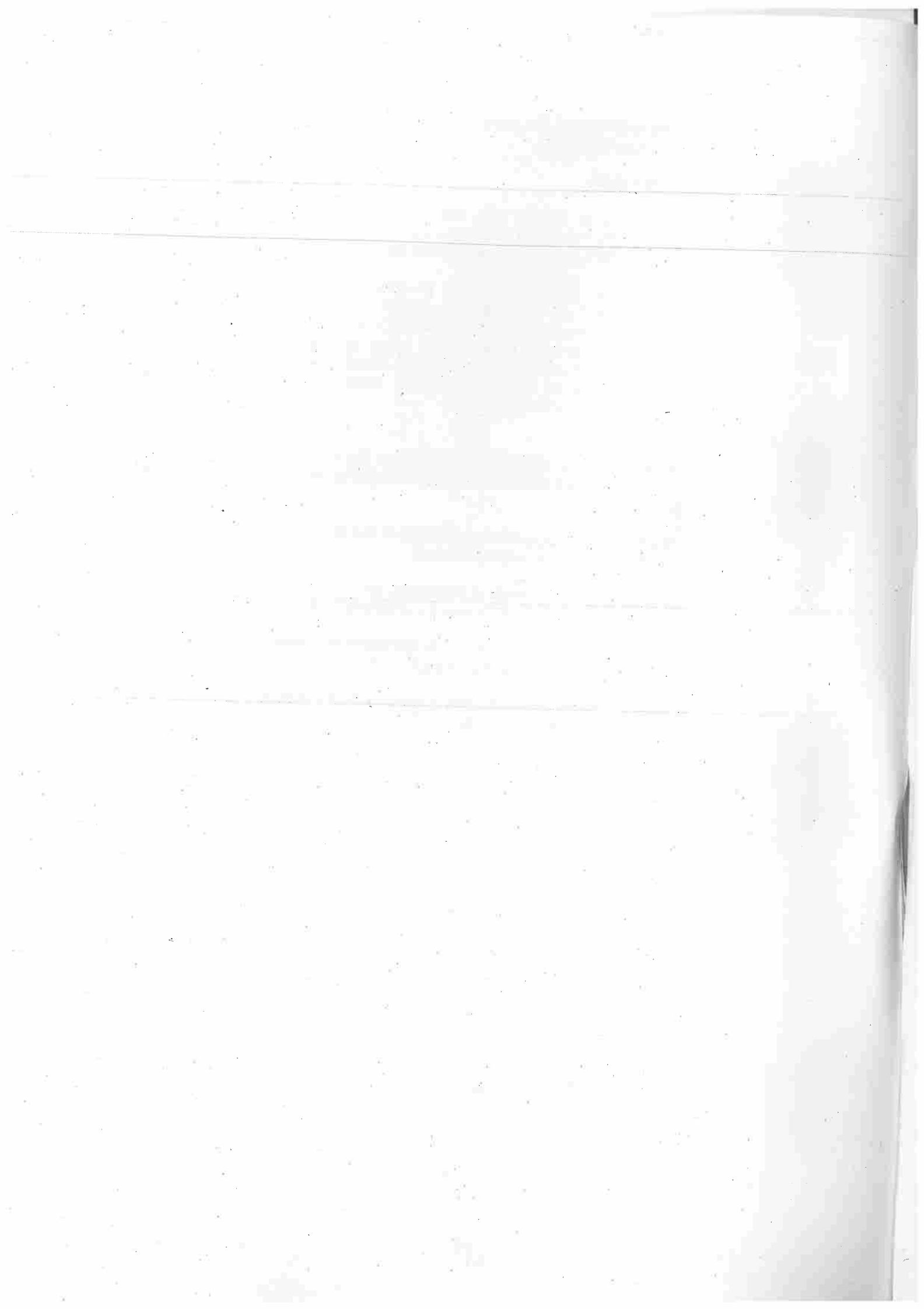
9.1 The Association shall comply with any notification requirements under the **Data Protection Act 1998 (the DPA)** and both parties will duly observe all their obligations under the DPA, which arise in connection with **this Agreement**.

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.

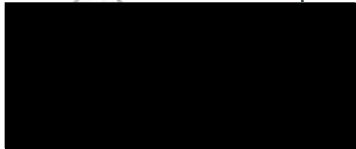
9.3 The provisions of **this clause** shall apply during the **Nominations Period** and indefinitely after expiry [or termination] of **this Agreement**.

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



EXECUTION

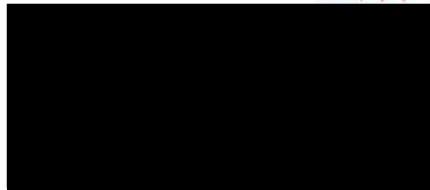
THE COMMON SEAL of CHERWELL DISTRICT COUNCIL was affixed in the presence of:-



DC 20209

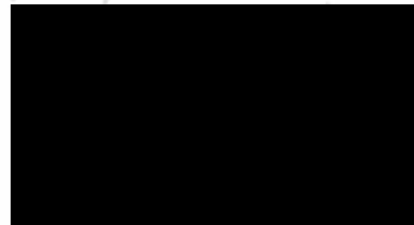
Authorised Signatory:

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



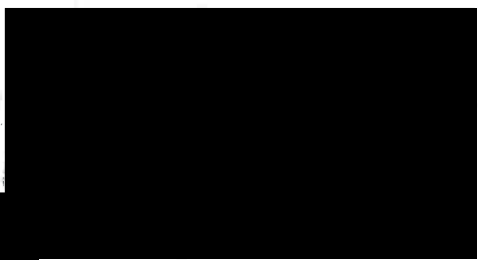
Authorised Signatory

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 GARY SILVER 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:

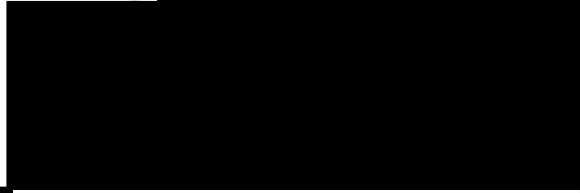
Witness name:

Gavin Angere

Witness address:

10 BILLING STREET LONDON SW10 9UB

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 Angere

Witness address:

10 BILLING STREET LONDON SW10 9UB

EXECUTED AS A DEED by

GEORGE RAY

as attorney for **Secure Trust Bank PLC** duly appointed Attorney under a Power of Attorney dated 30 January 2019 in the presence of:

as attorney for **Secure Trust Bank PLC**

Witness signature:

Witness name (BLOCK CAPS):

RICHARD NOWELL

Witness address:

UNIT 310, 4TH FLOOR, THE BLADE
READING, RG1 3BE

EXECUTED AS A DEED by

PAUL SHERLOCK

as attorney for **Secure Trust Bank PLC** duly appointed Attorney under a Power of Attorney dated 30 January 2019 in the presence of:

as attorney for **Secure Trust Bank PLC**

Witness signature:

Witness name (BLOCK CAPS):

RICHARD NOWELL

Witness address:

UNIT 310, 4TH FLOOR, THE BLADE
READING, RG1 3BE

THE COMMON SEAL of THE)

OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed)

in the presence of:-)



Director of Law and Governance / Designated Officer

16/12/19