



dated 26<sup>th</sup> June 2020

- (1) Hertfordshire County Council
- (2) Welwyn Hatfield Borough Council

**Planning Obligation by Deed of Agreement pursuant to  
Section 106 of the Town and Country Planning Act 1990**

in relation to a planning application for the land south-west of Filbert Close,  
Hatfield, AL10 9SH

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## Agreement

dated

26<sup>th</sup> day of June 2020

### Parties

- (1) **Hertfordshire County Council** of County Hall, Pegs Lane, Hertford, Hertfordshire in its capacity as landowner (the **Owner**); and
- (2) **Welwyn Hatfield Borough Council** of Council Offices, The Campus, Welwyn Garden City, Hertfordshire (the **Council**).

### Introduction

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated and as such is the local planning authority entitled to enforce the terms of this Agreement.
- (B) The Owner is the freehold owner of part of the Application Site registered at the Land Registry under title numbers 19099 and HD502837.
- (C) The Owner is also a local planning authority and the Highway Authority the Education Authority the Library Authority and the Water Authority for the area within which the Application Site is situated but enters into this Agreement in its capacity as landowner.
- (D) The Application has been made by the Owner to the Council for planning permission for the Development on the Application Site.
- (E) The Council has resolved to grant Planning Permission subject to amongst other things the prior completion of this Agreement.
- (F) The Council considers it expedient should planning permission be granted pursuant to such planning application that provision should be made for regulating or facilitating the development or use of the Application Site in the manner hereinafter appearing and the Council and County considers that entering into this Agreement will be of benefit to the public.

### Agreed terms

#### 1 Definitions and interpretation

##### 1.1 Definitions

For the purposes of this Agreement (including the Recitals) the following expressions shall have the following meanings in addition to the definitions set out in the Schedules hereto:

**Act** means the Town and Country Planning Act 1990 (as amended);

**Application** means the application for outline planning permission submitted to the Council dated 2 September 2019 for the Development and allocated reference number 6/2019/2162/OUTLINE;

**Application Site** means the land known as land south-west of Filbert Close, Hatfield, AL10 9SH as shown edged red on the Plan comprising the land registered at the Land Registry under title numbers 19099 and HD502837;

**Commencement Date** means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey site clearance, demolition, below-ground works archaeological investigations for the purpose of assessing ground conditions preparation work remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying upgrading or removal of services erection of any temporary means of enclosure including fences and hoardings the temporary display of site notices or advertisements the creation of temporary access arrangements and **Commencement** and **Commence** shall be construed accordingly;

**County** means Hertfordshire County Council of County Hall, Pegs Lane, Hertford, Hertfordshire in its capacity as Highway Authority the Education Authority the Library Authority and the Water Authority (as applicable);

**Development** means the outline planning permission for the erection of 39 dwellings, vehicular access and provision of open space, with appearance, landscaping, layout and scale reserved as set out in the Application;

**Director of Environment and Infrastructure** means the County's Director of Environment for the time being and his agents and officers;

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

**Education Authority** means that part of the County responsible for delivering education services;

**Fire and Rescue Service** means that part of the County known as the Hertfordshire Fire and Rescue Service;

**Head of Planning** means Head of Planning of the Council and shall include their duly authorised agents and representatives or any successor;

**Interest** means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;

**Monitoring Fee** means the payment of five thousand pounds (£5,000) towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement;

**Notice of Commencement** means the written notice the form of which is contained at Appendix 1 of this Agreement advising of the proposed Commencement Date;

**Occupation** means occupation of the land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly;



**Parties** means the parties to this Agreement and the term Party shall be construed accordingly;

**Plan** means the plan attached to this Agreement at Appendix 2;

**Planning Permission** means the planning permission to be granted by the Council pursuant to the Application;

**Practical Completion** means issue of a certificate of practical completion of the Development by the Freehold Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect that the Development has been constructed and is available for Occupation;

**PUBSEC Index** means the Tender Price Index of the Public Sector Non Housing Smoothed All-in Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or any successor organisation) and specifically the series entitled "Extension of Public Sector Tender Price Index of Public Sector Building Non Housing" (or equivalent replacement index);

**Reserved Matters Application** means any application submitted to the Council for the approval of one or more 'reserved matters' (as defined by the Town and Country Planning (Development Management Procedure) (England) Order 2015/595) submitted pursuant to a condition imposed or deemed to be imposed on the Development;

**Schedules** means Schedules 1 to 4 contained in this Agreement;

**SPONS Index** means the index linked by reference to Price Adjustment Formulae Indices (Civil Engineering) Series 2 known as SPONS;

**Working Days** means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and **Working Day** shall be construed accordingly.

## 1.2 Interpretation

- 1.2.1 Where in this Agreement 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 Agreement.
- 1.2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.2.4 Wherever there is more than one person named as a party and 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.

- 1.2.5 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.
- 1.2.6 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County the successors to their respective statutory functions.
- 1.2.7 The headings and contents list are for reference only and shall not affect construction.
- 1.2.8 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.
- 1.2.9 References in this Agreement to **development** shall have the meaning given to it by Section 55 of the Act.

## 2 **Legal basis**

- 2.1 This Agreement is made pursuant to Section 106 of the Act and to the extent that they fall within the terms of Section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council against the Owner in respect of the Site.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 The Owner enters into the obligations (for themselves and their successors in title and persons deriving title from the Owner) with the Council with the intent that the obligations contained in this Agreement shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Application Site or any part thereof.

## 3 **Conditionality**

This Agreement shall come into immediate effect save for the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development.

## 4 **Miscellaneous**

- 4.1 The Owner hereby warrants that they are the owner of the freehold of the Application Site and that no other party has a material interest in the Application.
- 4.2 No provisions of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Agreement to any person who is not a party or successor in title or statutory successor to a party hereto.

- 4.3 This Agreement shall be registrable as a Local Land Charge by the Council.
- 4.4 Any notice to the parties hereto under this Agreement shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

**In respect of the Owner at:**

The Chief Legal Officer  
Hertfordshire County Council  
County Hall  
Pegs Lane  
Hertford  
Herts  
SG13 8DE  
Ref: 13710

**In respect of the Council at:**

The Head of Planning  
Welwyn Hatfield Borough Council  
Council Offices  
The Campus  
Welwyn Garden City  
Herts AL8 6AE  
Ref: 6/2018/3110/MAJ

**In respect of the County at:**

The Chief Legal Officer  
Hertfordshire County Council  
County Hall  
Pegs Lane  
Hertford  
Herts  
SG13 8DE  
Ref: 13710

- 4.5 Insofar as any clause or clauses of this Agreement 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 Agreement.
- 4.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to the Commencement Date.
- 4.7 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their entire interest in the Application Site save that they will remain liable for any breaches of this Agreement occurring before that date.
- 4.8 Any agreement obligation covenant or undertaking contained herein by the Owner, the Mortgagee or the Council which comprise more than one person or entity shall be joint and

several. Where any agreement obligation covenant or undertaking is made with or undertaken towards any of the parties to this Agreement which comprise more than one person it shall be construed as having been made with or undertaken towards each such person separately.

- 4.9 No compensation shall be payable by the Council or the County to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the successors in title to the Owner and at no cost to the Council or the County.
- 4.10 The Owner grants an irrevocable licence to the Council and/or the County and/or any person duly authorised or instructed by them to enter upon any part of the Application Site at any reasonable time subject to providing written notice to the Owner (and immediately in the event of an emergency) to ascertain whether the terms of this Agreement and/or of the Planning Permission are or have been complied with subject to complying with all health and safety requirements required by the Owner.
- 4.11 Nothing in this Agreement shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council or the County of any statutory powers exercisable by them respectively under the Act or under any other act or authority.
- 4.12 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council and the County in the exercise of their functions in any capacity and the rights powers duties and obligations of the Council and the County under private public or subordinate legislation may be effectively exercised as if neither were a party to this Agreement (and in particular neither shall be precluded from entering into any agreement under the Act and/or under any other act or authority with any other party and shall not be deemed to be in breach of this Agreement by so doing).
- 4.13 Save for the restrictions on Occupation and use set out herein, this Agreement shall not be enforceable against an individual owner occupier of the Development or their mortgagee or chargee.

## **5 Obligations of the Owner**

- 5.1 The Owner so as to bind the Application Site covenants with the Council:
- 5.1.1 to comply with its obligations set out in this Agreement and the Schedules to this Agreement;
  - 5.1.2 to pay to the Council the Monitoring Fee on completion of this Agreement;
  - 5.1.3 to pay to the Council on completion of this Agreement their respective reasonable legal costs and disbursements of and incidental to the negotiation preparation and execution of this Agreement;
  - 5.1.4 to provide the Notice of Commencement to the Council and the County no later than twenty (20) Working Days prior to the intended Commencement Date using the pro-forma set out in Appendix 1 hereto;

- 5.1.5 to give the County and the Council no less than five (5) Working Days' notice of the first Occupation of the Development such notice to be in writing using the pro-forma set out in Appendix 1 hereto; and
- 5.1.6 to give the County and the Council no less than five (5) Working Days' notice of the Practical Completion of the Development such notice to be in writing using the pro-forma set out in Appendix 1 hereto.

## **6 Covenants by the Council**

### **6.1 The Council covenants with the Owner:**

- 6.1.1 to provide written confirmation, at the written request of the Owner, of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;
- 6.1.2 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation;
- 6.1.3 to use all sums received from the Owner under the terms of this Agreement for the purpose(s) specified in this Agreement for which they are paid;
- 6.1.4 at any time prior to the expiry of the expenditure period for any contribution pursuant to clause 6.2 below the Owners shall be entitled to request from the Council and the Council shall (without cost to the Owner) provide such evidence as may reasonably be required to account for the Council's expenditure and use of the relevant contribution as at the date of the Owner's request and in each instance such evidence shall be disclosed to the Owner within twenty (20) Working Days.

### **6.2 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement the Council covenants and undertakes, to apply such payments or financial contributions only for the purposes specified in this Agreement provided that the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the Council may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Agreement and that it shall:**

- 6.2.1 in relation to the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Sustainable Transport Contribution and the Youth Services Contribution allocate as soon as reasonably practicable the relevant contribution to the County or any other relevant statutory authority or body responsible for such services and it shall be a condition of the allocation of the said contribution to the said relevant body or authority that any portion of the relevant contributions remaining uncommitted on the date ten (10) years of the date of receipt of the notice of the Practical Completion of the Development in accordance with clause 5.1.6 shall be refunded by the recipient of the said

contributions to the Council and shall be forwarded by the Council to the person who made the payment following such refund;

6.2.2 refund any portion of the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Sustainable Transport Contribution and the Youth Services Contribution which remains unspent or unallocated to the person or body which paid the relevant contribution on written request after the tenth (10<sup>th</sup>) anniversary of the date of notification of the Certificate of Practical Completion of the Development in accordance with clause 5.1.6 together with an interest accrued; and

6.2.3 refund any portion of the Greenspace Contribution the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution, the Play Facilities Contribution and the Waste and Recycling Contribution which has not been expended or allocated for expenditure in accordance with the provisions of this Agreement within five (5) years of the date of receipt by the Council with any interest accrued.

## **7 Waiver**

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

## **8 Change in ownership**

Otherwise than in relation to transfers to utility companies the Owner shall give to the Council and the County within 1 (one) month of the Owner disposing of any part of the Application Site written notice of the name and address of the person to whom the Application Site or any part has been transferred.

## **9 Interest**

If any payment by the Owner due under this Agreement is paid late Interest will be payable from the date payment is due to the date of payment.

## **10 Indexation**

10.1 The Library Contribution, the Primary Education Contribution, the Secondary Education Contribution and the Youth Services Contribution shall each be index-linked to increases in the PUBSEC Index by the application of the formula  $A = B \times (C \div D)$  where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

C is the PUBSEC Index for the date upon which the interim payment described below is actually paid;

D is the PUBSEC Index figure of 175; and

$C \div D$  is equal to or greater than 1

10.2 Interim payments of the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, Sustainable Transport Contribution and the Youth Services Contribution shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.

10.3 The Sustainable Transport Contribution shall be index linked by reference to the SPONS Index from July 2006 to the finalised figure applicable to the quarter in which the Sustainable Transport Contribution is paid.

10.4 The Greenspace Contribution, the Play Facilities Contribution and the Waste and Recycling Contribution shall each be index linked to increases in the PUBSEC Index by the application of the formula  $A = B \times (C \div D)$  where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

C is the PUBSEC Index for the date upon which the payment is actually paid;

D is the figure of 178; and

$C \div D$  is equal to or greater than 1

10.5 The indexation of the Greenspace Contribution, the Play Facilities Contribution and the Waste and Recycling Contribution shall be calculated using the latest firm published (not provisional or forecast) value available for the relevant index at the date of calculation.

10.6 The Indoor Sports Facilities Contribution and the Outdoor Sports Facilities Contribution, shall each be index linked to increases in the PUBSEC Index by the application of the formula  $A = B \times (C \div D)$  where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

C is the PUBSEC Index for the date upon which the payment is actually paid;

D is the firm figure of July 2019 (provisional figure of 261 available at time of Agreement); and

$C \div D$  is equal to or greater than 1

10.7 The indexation of the Indoor Sports Facilities Contribution and the Outdoor Sports Facilities Contribution shall be calculated using the latest firm published (not provisional or forecast) value available for the relevant index at the date of calculation.



11      **Value Added Tax**

All contributions paid in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

12      **Dispute provisions**

12.1      One party may by serving notice on all the other parties (the **Notice**) require a dispute to be referred to an expert for determination.

12.2      The Notice must specify:

12.2.1      The nature, basis and brief description of the dispute;

12.2.2      The clause or paragraph of a schedule or appendix pursuant to which the dispute has arisen; and

12.2.3      The proposed expert.

12.3      The expert may be agreed upon by the Parties and in the absence of such agreement within one (1) month of the date that the notice is issued pursuant to clause 12.1 either Party may request that the following nominate the expert at their joint expense:

12.3.1      If such dispute relates to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the expert;

12.3.2      If such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the expert;

12.3.3      If such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;

12.3.4      If such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;

12.3.5      If such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and

12.3.6      In all other cases, the President of the Law Society to nominate the expert provided that if a dispute relates to a matter falling within two or more of sub-clauses 12.2.1 to 12.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 12.2.1 to 12.3.5 as he thinks appropriate including joint experts.

12.4      If an expert nominated or appointed pursuant to clause 12.3 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 12.3.

- 12.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of the notice of his appointment which is served on the parties pursuant to clause 12.3
- 12.6 Notice in writing of the appointment of an expert pursuant to this clause 12.3 shall be given by the expert to the Parties and he shall invite each of the Parties to submit to him within ten (10) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material.
- 12.7 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in clause 12.6 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 12.8 The expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.
- 12.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 12.5 the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 12.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 12.11 Nothing in this clause 12 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Agreement.
- 12.12 For the avoidance of doubt references to 'Party' or 'Parties' in clauses 12.1 - 12.11 exclude the County and the Owner (where the Owner is the County only) and the County shall not be required to submit to or be bound by the provisions of the said clause
- 13 **Planning consents granted pursuant to Section 73 of the Act**
- 13.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) and unless otherwise agreed between Council and County with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):
- 13.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the Act and the Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;
- 13.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under

Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

- 13.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

“The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced [ ] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

**provided that** nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106A of the Act.

14 **Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

15 **Delivery**

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

**In witness whereof** the parties hereto have executed this Agreement on the day and year first before written.

## Schedule 1

### Affordable Housing

1 In this Schedule 1, the following expressions shall have the following meanings:

**Affordable Housing** means Social Rented Housing and Shared Ownership Housing which is available to persons who have Local Housing Need;

**Affordable Housing Scheme** means a scheme which specifies in relation to the whole of the Application Site:

- (a) the Agreed Mix;
- (b) the location, distribution, sizes, tenures and mix of the Affordable Housing Units; and
- (c) details of how the proposed design of the Affordable Housing will ensure that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the Market Dwellings of similar size within the Development;

and which may be amended from time to time with the written approval of the Housing Manager;

**Affordable Housing Unit(s)** means the ten (10) Dwellings identified pursuant to the Affordable Housing Scheme to be constructed on the Site pursuant to the Planning Permission in accordance with the Affordable Housing Scheme approved by the Council;

**Agreed Mix** means subject to and in accordance with Paragraph 2.3 of this Schedule 1, the number size tenure and mix of Affordable Housing Units approved by the Council in writing and which shall be determined having regard to the identified housing needs within the Council's administrative area;

**Completed** means constructed and fitted out ready for Occupation;

**Disposal** means sale, transfer, option, gift exchange, declaration of trust, assignment, lease and including a contract for any such disposal and **Disposals Dispose** and **Disposed of** shall be construed accordingly;

**Eligible Household(s)** means a person or persons who are in Local Housing Need and who are nominated by the Council from its Housing Needs Register in accordance with the Council's Allocation Policy through its Choice Based Lettings;

**Homes England** means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part 2 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) or any successor organisation;

**Household** means any person or persons living together as a single household;

**Housing Needs Register** means the register maintained by the Council or its nominee for Eligible Households;

**Housing Manager** means the Council's strategic housing manager for the time being or their successor post or any other officer to whom they delegate some or all of their functions;

**Local Housing Need** means (i) Households who are in need of residential accommodation suitable for their needs as their sole or principal home otherwise unable to obtain such suitable accommodation within the administrative area of the Council by reason of a lack of financial resources and whom it is reasonable to live in the locality or persons for the time being registered on the Council's maintained housing register and/or other housing register maintained for the purpose of identifying Local Housing Need in accordance with the policy of the Council and (ii) in the event that there shall be no such persons ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a Registered Provider or the Council to be in genuine and urgent housing need;

**Market Dwelling** means a Dwelling that is not Affordable Housing Unit and **Market Dwellings** shall be construed accordingly;

**Market Rent** means the estimated amount for which the relevant Dwelling should lease (let) on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion

**Market Value** means the price at which the whole interest in the Affordable Housing Unit would be expected to command if sold as part of an arm's length transaction after proper marketing by a willing seller to a willing purchaser (both acting knowledgeably, prudently and without compulsion) for residential purposes free of the restrictions and obligations contained in this Agreement;

**Nominations Agreement** means an agreement in the form appended at Appendix 3 with such amendments as may be reasonably agreed between the Council and the relevant Registered Provider;

**Registered Provider** means a registered provider of social housing within the meaning of Section 80(2) of Part 2 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Regulator and as approved by the Council or other competent authority pursuant to the Housing and Regeneration Act 2008 (including for the avoidance of doubt the Council) or any other body who may lawfully provide or fund Affordable Housing from time to time and as approved by the Council;

**Regulator** means the Regulator of Social Rented Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

**Retained Equity** means the proportion of the Market Value in a Shared-Ownership Dwelling represented by such share of unsold equity;

**Serviced Condition** means in relation to the land to be used for Affordable Housing the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, wheelchair, electricity and telecommunications to the boundary of the said land in accordance with a scheme that the Owner shall submit to the Council for its approval;

**Shared Ownership Housing** means a form of tenure granted by lease by the Registered Provider to be disposed pursuant to shared ownership arrangements within the meaning of Section 70(4) of the Housing and Regeneration Act 2008 whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Dwelling at a minimum of 25% and a maximum of 75% initially (at the option of the buyer) and pay an annual rent of up to 2.75% on the Retained Equity with no limitation in the aggregate equity that can be subsequently acquired by the lessee and **Shared Ownership Housing Units** and **Shared Ownership Lease** shall be interpreted accordingly;

**Social Rented Housing** means Residential Units owned by local authorities and Registered Providers (as defined in Section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the National Rent Regime and **Social Rented Housing Units** shall be interpreted accordingly;

**Staircasing** means the purchase by the owner or lessee of additional equity in a Shared Ownership Unit; and

**Transfer** means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and **Transferred** shall be construed accordingly.

## 2 **Affordable Housing provisions**

The Owner covenants:

2.1 That the Affordable Housing Units shall not be used or Occupied or Disposed of other than as Affordable Housing in perpetuity and in accordance with the approved Affordable Housing Scheme and the requirements of this Schedule.

2.2 A minimum of ten (10) of the Dwellings permitted by the Planning Permission shall be constructed and retained as Affordable Housing Units.

2.3 The Affordable Housing Units shall comprise:

2.3.1 4 x 1 bed Social Rented flats;

2.3.2 1 x 3 bed Social Rented house;

2.3.3 4 x 2 bed Shared Ownership Housing flats; and

2.3.4 1 x 4 bed Shared Ownership Housing house.

the locations of which will be identified in the Affordable Housing Scheme.

2.4 To submit the Affordable Housing Scheme to the Council for approval prior to Commencement of Development and provided further that no Development shall Commence until the Affordable Housing Scheme has been submitted to and approved by the Council, and thereafter the Owner shall ensure that the Affordable Housing Units are retained and Occupied in accordance with the approved Affordable Housing Scheme in perpetuity.

### **3 Timing of Occupation of Affordable Housing and Market Housing**

Unless otherwise agreed in writing with the Council the Owner covenants with the Council that not more than twenty (20) of the Market Dwellings shall be Occupied until:

- 3.1 all the Affordable Housing Units have been Completed in accordance with the Planning Permission, this Schedule and the Affordable Housing Scheme and made ready for beneficial Occupation and use; and
- 3.2 all of the Affordable Housing Units have been Transferred to a Registered Provider in accordance with the Affordable Housing Scheme and paragraphs 4, 5 and 6 of this Schedule.

### **4 Disposal of Affordable Housing to a Registered Provider**

The Owner covenants with the Council that prior to Occupation of twenty (20) or more of the Market Dwellings, the Affordable Housing Units shall be Transferred to the Registered Provider in accordance with this Agreement and on terms that accord with the Homes England funding requirements current at the date of the construction of the Affordable Housing Units.

### **5 Disposal mechanism for Affordable Housing Units Being Transferred to a Registered Provider**

The Owner covenants with the Council that not less than twelve (12) months prior to the anticipated Completion of the Development to commence negotiation for the Transfer of the Affordable Housing Units to a Registered Provider the identity of whom has been approved in writing by the Council and to give the Council notice of such commencement of negotiation forthwith and not to Commence Development without first having commenced the said negotiations.

### **6 Design and Construction of the Affordable Housing**

The Owner covenants with the Council that the Affordable Housing Units shall be constructed and Completed in accordance with Building Regulations 2010 (as amended) and any requirements by Homes England or the Regulator from time to time.

### **7 Terms of Affordable Housing transfer**

- 7.1 The Owner covenants that where any Affordable Housing Units are Transferred to a Registered Provider, it shall be:
  - 7.1.1 with vacant possession;
  - 7.1.2 on such terms as may be agreed between the Owner and the Registered Provider concerned;
  - 7.1.3 shall contain provisions that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units; and
  - 7.1.4 in a Serviced Condition.



- 7.2 The terms of any Transfer of the Affordable Housing Units to a Registered Provider shall (unless the Registered Provider is the Council) impose a requirement on the Registered Provider to enter into the Nominations Agreement in respect of the said Affordable Housing Units that are the subject of the Transfer unless otherwise agreed in writing by the Council.

## 8 **Occupation of the Affordable Housing**

- 8.1 Subject to paragraph 8.2 below the Owner shall not permit or otherwise allow any of the Affordable Housing Units to be Occupied otherwise than:

8.1.1 as the sole private residence of the Occupier; and

8.1.2 by an Eligible Households at the time of the commencement of Occupation of the Affordable Dwelling;

8.1.3 in relation Shared Ownership Housing in accordance with a form of Shared Ownership lease to be first agreed by the Council;

8.1.4 in accordance with the Council's Nominations Agreements to be entered into by the Council and the Registered Provider

- 8.2 The Affordable Housing Units shall not be let or occupied other than in accordance with the Affordable Housing Scheme in perpetuity.

- 8.3 The initial Disposal of each Dwelling allocated for Shared Ownership Housing to a person who is proposed to become an Occupier shall include the following terms:

8.3.1 the Disposal shall not involve the sale of an equity stake of less than 25% or more than 75%; and

8.3.2 the rent payable under the Shared Ownership Lease shall not amount to more than 2.75% of the Market Value of the unsold equity of the relevant Shared Ownership Housing Unit.

## 9 **Registered Provider Mortgagee Disposal**

- 9.1 The affordable housing provisions in Schedule 1 of this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units\_or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

9.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security

documentation including all accrued principal monies, interest and costs and expenses; and

- 9.1.2 if such disposal has not completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.

9.2 The provisions of this Schedule 1 shall:

- 9.2.1 cease to apply to any part or parts of the property which are disposed of in accordance with paragraph 9.1.2;
- 9.2.2 cease to apply to any completed Affordable Housing Units where a Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing, Regeneration Act 2008, Part VI of the Housing and Planning Act 2016 or any similar or substitute right applicable;
- 9.2.3 cease to apply to any completed Affordable Housing Units where a Registered Provider sells to a tenant through Social Homebuy (a scheme which allows eligible tenants of Registered Providers who participate in the scheme and who occupy eligible properties to purchase their rented Affordable Housing unit at discount either outright or as Shared Ownership Housing funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; and
- 9.2.4 cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of such Shared Ownership Housing Lease.

10 **Proceeds of Sale Arising from Sale of Affordable Housing**

- 10.1 The Registered Provider shall use best endeavours to utilise any monies which arise from the sale of any Affordable Housing Unit following the exercise of:

- 10.1.1 a tenant's right to buy;
- 10.1.2 a tenant's right to acquire; or
- 10.1.3 upon the sale of a share in each Shared Ownership Housing Dwelling following the exercise of Staircasing rights

for other Affordable Housing projects within the Council's administrative area provided That the Registered Provider's primary obligation in relation to the use of any such funds shall be to satisfy its obligations to any mortgagee or chargee of the Affordable Housing Unit which shall always take priority.

## Schedule 2

### County Financial Contributions

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

**Application Housing Mix** means the mix of housing proposed by the Owner at the Application stage as set out in table 3 of Schedule 2;

**Library Contribution** means the sum of five thousand eight hundred and nineteen pounds (£5,819.00) which has been calculated in accordance with the Application Housing Mix however, this contribution will be recalculated should a subsequent Reserved Matters Application or planning application be submitted which changes the size, type, tenure and/or total number of dwellings from that specified in the Planning Permission any additional contribution due will be calculated in accordance with Table 2 at paragraph 4 of this Second Schedule (index linked as provided for in clause 10.1 of this Agreement) towards the development of a 'Creatorspace' at Hatfield Library;

**Primary Education Contribution** means the sum of fifty nine thousand and one hundred and ninety six pounds (£59,196.00) which has been calculated in accordance with the Application Housing Mix however, this contribution will be recalculated should a subsequent Reserved Matters Application or planning application be submitted which changes the size, type, tenure and/or total number of dwellings from that specified in the Planning Permission any additional contribution due will be calculated in accordance with Table 2 at paragraph 4 of this Second Schedule(index linked as provided in clause 10.1 of this Agreement) towards the expansion of De Havilland Primary School by one form entry;

**Secondary Education Contribution** means the sum of fifty three thousand six hundred and ninety pounds (£53,690.00) which has been calculated in accordance with the Application Housing Mix however, this contribution will be recalculated should a subsequent Reserved Matters Application or planning application be submitted which changes size, type, tenure and/or the total number of dwellings from that specified in the Planning Permission any additional contribution due will be calculated in accordance with Table 2 at paragraph 4 of this Second Schedule (index linked as provided in clause 10.1 of this Agreement) towards the expansion of Onslow St. Audrey's secondary school by one form entry;

**Sustainable Transport Contribution** means the sum of thirty five thousand five hundred pounds (£35,500.00) which has been calculated in accordance with the Application Housing Mix however, this contribution will be recalculated should a subsequent Reserved Matters Application or planning application be submitted which changes the size, type, tenure and/or total number of dwellings from that specified in the Planning Permission any additional contribution due will to be calculated in accordance with Table 1 at paragraph 4 of this Second Schedule (index linked as provided for in clause 10.2 of this Agreement) towards Hatfield Cycle Network identified in the Hatfield 2030+ Transport Strategy including a shared footway and cycleway on Bishop's Rise;

**Youth Services Contribution** means the sum of one thousand and ninety nine pounds (£1,099.00) which has been calculated in accordance with the Application Housing Mix however, this contribution will be recalculated should a subsequent Reserved Matters Application or planning application be submitted which changes the size, type, tenure

and/or total number of dwellings from that specified in the Planning Permission any additional contribution due will be calculated in accordance with Table 2 at paragraph 4 of this Second Schedule (index linked as provided for in clause 10.1 of this Agreement) towards increasing the capacity at Hatfield Young Peoples Centre.

## 2 Financial Contributions

2.1 The Owner covenants:

2.2 to pay the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Sustainable Transport Contribution and the Youth Facilities Contribution to the Council prior to Commencement of Development; and

2.3 not to Commence nor cause nor permit nor suffer to be caused or permitted the Commencement of Development until it has paid the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Sustainable Transport Contribution and the Youth Facilities Contribution to the Council in accordance with paragraph 2.2 above

## 3 Expenditure in Advance

If prior to the receipt of any of the Library Contribution, Primary Education Contribution, Secondary Education Contribution, the Sustainable Transport Contribution and the Youth Services Contribution the County incurs any expenditure in providing additional library, primary school, secondary school, sustainable transport and youth facilities as the case may be the need for which arises from or in anticipation of the Development then the County may immediately following receipt of such contribution deduct from it such expenditure incurred.

## 4 Obligations Table

**Table 1: Sustainable Transport standard charges for residential development table**

Number of bedrooms	1	2	3	4
Charge per Dwelling	£625	£750	£1,125	£1,500

**Table 2: Hertfordshire County Council Services planning obligations contributions table**

Bedrooms*	1	2	3	4	5+	1	2	3
	<b>HOUSES</b>					<b>FLATS</b>		
	<b>Market &amp; Shared Ownership</b>					<b>Market &amp; Shared Ownership</b>		
Primary education	£231	£1,036	£2,469	£3,721	£4,692	£93	£816	£1,392
Secondary education	£263	£802	£2,561	£4,423	£5,662	£47	£444	£1,677
Youth facilities	£6	£16	£50	£82	£105	£3	£13	£41
Library facilities	£98	£147	£198	£241	£265	£77	£129	£164
	<b>HOUSES</b>					<b>FLATS</b>		
	<b>Social Rented Housing</b>					<b>Social Rented Housing</b>		
Primary education	£247	£2,391	£3,860	£5,048	£5,673	£44	£1,167	£2,524
Secondary education	£62	£450	£1,676	£2,669	£2,405	£14	£261	£1,084

Youth facilities	£2	£8	£31	£51	£55	£1	£6	£21
Library facilities	£48	£91	£130	£156	£155	£38	£82	£107

**Table 3: Application Housing Mix**

**HOUSES**

Tenure	A) Social rent	B) Shared Ownership	C) Open Market
Number of bedrooms			
1			
2			6
3	1		7
4		1	4
5 +			
<b>Total</b>	<b>1</b>	<b>1</b>	<b>17</b>

**FLATS**

Tenure	A) Social rent	B) Shared Ownership	C) Open Market
Number of bedrooms			
1	4		
2		4	12
3			
<b>Total</b>	<b>4</b>	<b>4</b>	<b>12</b>

### Schedule 3

#### Council Financial Contributions

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

**Greenspace Contribution** means the sum of four thousand seven hundred and seventy pounds and twenty pence (£4,770.20) (index linked as provided for in clause 10.3 of this Agreement) towards the cost of improving the woodland edge and upgrading the entrance to the Hazel Grove Woodland in Hatfield;

**Indoor Sports Facilities Contribution** means the sum of thirty two thousand nine hundred and twenty two pounds (£32,922.00) (index linked as provided for in clause 10.4 of this Agreement) to be split between the following projects;

- (a) £1,860.00 towards the cost of replacing the bowling carpets and/or bowling balls and jacks at the short mat bowls facility at the Hatfield Leisure Centre on Travellers Lane in Hatfield;
- (b) £15,294.00 towards new flooring at the Jim MacDonald Centre, Hatfield; and
- (c) £15,768.00 towards replacement of the old flooring/tiling around the learner pool and part of the main swimming pool at the Hatfield Swim Centre;

**Outdoor Sports Facilities Contribution** means the sum of three thousand and nine pounds (£3,009.00) (index linked as provided for in clause 10.4 of this Agreement) towards the cost of improving the perimeter fencing of the 3G artificial grass pitches at the Hatfield Leisure Centre on Travellers Lane in Hatfield;

**Play Facilities Contribution** means the sum of ten thousand eight hundred and seventy seven pounds and twenty pence (£10,877.00) (index linked as provided for in clause 10.3 of this Agreement) towards the cost of enhancement of or new play equipment at the Newstead play area or the Coppice Close play area both in Hatfield; and

**Waste and Recycling Contribution** means the sum of three thousand one hundred and fifty five pounds (£3,155.00) (index linked as provided for in clause 10.3 of this Agreement) to provide appropriate type and number of waste and recycling receptacles for the Development.

- 2 The Owner covenants:
- 2.1 to pay to the Council the Greenspace Contribution, the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution, the Play Facilities Contribution and the Waste and Recycling Contribution prior to Commencement of Development; and
  - 2.2 not to Commence or cause or permit Commencement of Development until the Greenspace Contribution, the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution, the Play Facilities Contribution and the Waste and Recycling Contribution have been paid to the Council.

## Schedule 4

### Other County Obligations

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

**Water Scheme** means either the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus OR where existing water services are to be used "Water Scheme" shall mean the details of the Dwellings and the water supply to them.

2 **Fire Hydrant Provisions**

The Owner covenants:

- 2.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (2012) as reasonably and properly required by the Fire and Rescue Service and not to Commence or permit Commencement of the Development until the Water Scheme has been submitted to and approved in writing by the Fire and Rescue Service;
- 2.2 to construct and provide at no cost to the Fire and Rescue Service the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Fire and Rescue Service in writing of the date upon which each and every fire hydrant becomes operational and ready to be used for the purposes of fire-fighting by the Fire and Rescue Service;
- 2.3 once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Fire and Rescue Service until they are adopted by the Fire and Rescue Service which adoption shall take effect from the issue of a certificate of satisfaction by the Chief Fire Officer of the Fire and Rescue Service provided that such written confirmation shall not be issued prior to the issue by the issue by the Director of Environment and Infrastructure of the certificate of maintenance for the highways in which the fire hydrants are located;
- 2.4 not to Occupy nor cause nor permit Occupation of any building forming part of the Development until such time as it is served by an adopted fire hydrant that is operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service; and
- 2.5 to address any notice to be given to the Fire and Rescue Service to the Water Services Officer, Fire and Rescue Service, 9 Merchant Drive, Mead Lane, Hertford SG13 7BH Telephone 01992 507638.



THE COMMON SEAL of

**WELWYN HATFIELD BOROUGH COUNCIL**

was hereto affixed in the presence of



Authorised Officer



THE COMMON SEAL of

**HERTFORDSHIRE COUNTY COUNCIL**

in the presence of:

**Daniel Stevens**  
Principal Solicitor



## Appendix 1 (Form of Notice)

### Proforma Event Notification and Payment

#### Pursuant to Section 106 Agreement/Unilateral Undertaking

DATED.....

MADE BETWEEN.....

WHBC PLANNING PERMISSION REFERENCE. 6/2019/2162/OUTLINE

SITE ADDRESS.....

#### SITE OWNER DETAILS:

Name:.....

Contact Name:.....

Address:.....

Telephone No:..... Mobile:.....

Email:.....

#### EVENTS BEING NOTIFIED

Commencement Date – date:

Occupation of Development (Number if relevant) – date:

Completion of Development – date:

#### COMPLIANCE WITH OBLIGATION(S)

Schedule ..... Paragraph .....

Details of obligation and compliance.....

.....

#### PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education	X	Y	Z	Y + Z	Welwyn Hatfield Borough

(primary)	£	£	£	£	Council

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

- a)        The Head of Planning
- Welwyn Hatfield Borough Council
- Council Offices
- The Campus
- Welwyn Garden City
- Herts AL8 6AE
- Ref: 6/2019/2162/OUTLINE

## **Appendix 2**

### **The Plan**





Authorised Officer

rev	date	by	description	chkd
-----	------	----	-------------	------

**cpmg** ARCHITECTURE INTERIOR DESIGN VISUALISATION  
CPMG Architects Ltd  
Nottingham 23 Waver Gate, Nottingham, NG1 1NU tel: 0115 958 9500  
London 31 / 35 Kirby Street, London, EC1A 4BE tel: 0207 492 1885  
www.cpmg-architects.com enquiries@cpmg-architects.com

Job title

**Filbert Close  
Residential Development**

Drawing title

**Site Location Plan**

-

Drawing status

**PLANNING SUBMISSION**

drawn by	date	checked by	scale
PM	06.11.2017	SM	1:1250
job no.	drawing no.	revision	media
8230	70-006	-	A3

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ISO 9001:2015 Quality Management  
ISO 14001:2015 Environmental Management  
PAS 1192-2:2013 Building Information Modelling

**Appendix 3**  
**Nominations Agreements**

(xxxxxx RP NAME )

TO

WELWYN HATFIELD BOROUGH  
COUNCIL

GENERAL NEEDS SOCIAL RENT  
NOMINATION AGREEMENT

relating to Affordable Housing on the  
Land at ( xxxxxx Site Location and  
address), Hertfordshire

Margaret Martinus,  
Solicitor  
Legal Services Manager  
Welwyn Hatfield Borough Council  
Council Offices  
The Campus  
Welwyn Garden City  
Hertfordshire AL8 6AE  
Tel: 01707 357000



This Agreement is made the            day of     201      BETWEEN xxxxxx  
xxxxxxxxxxxxxxRP NAME (Industrial and Provident Society No XXXXXX) whose  
registered office is situate at xxxxxxxxxxxxxxxx RP Address and WELWYN HATFIELD  
BOROUGH COUNCIL of Council Offices The Campus Welwyn Garden City  
Hertfordshire AL8 6AE ("the Council")

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In this Agreement the following expressions shall have the following meanings:-

**“Social Rent”** Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the local authority or with the Homes and Communities Agency.

**"the Development"** means the new residential development comprising xx units to be constructed in accordance with planning permission reference xxxxxxxx dated xxxxxxxx by or on behalf of the RP at the Land

**“the Land”** means that freehold land known as xxxxxx ( site location and address) registered with the title number HD xxxxxx and shown edged red on the attached plan (Appendix 1)

**"a Nominee"** means a person nominated to occupy a Property pursuant to the covenants contained in this Agreement

**"Nomination Rights"** mean rights for the nomination of persons to occupy the Properties as provided herein

**"the Perpetuity Period"** means the period of 125 years from the date hereof which shall be the perpetuity period applicable to this Agreement

**"the Properties"** means xxxxxxxxx (insert unit type and mix) forming part of the Development for affordable rent in accordance with Clause 2 below and "Property" means any one of such properties

**“the RP”** means xxxxxxxxxx ( insert RP name) or another registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008

**"A Void"** means a vacancy created as a result of the death of a tenant or where the tenant secures alternative accommodation for themselves and vacates the Property.

2. The Social Rented Housing shall only be occupied on a tenancy agreement as determined by the RP's tenancy policy at a rent set at a level complying with the guidance issued from time to time by the Homes and Communities Agency under Section 80 of the Housing and Regeneration Act 2008 or at a lower level agreed between the RP and the Council (both acting reasonably) PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-
  - 2.1 Following practical completion of the works comprising the Development and during the Perpetuity Period the RP will let the Properties in accordance with the RPs letting policy and rules provided that such rents will be adjusted in accordance as necessary with the Homes and Communities Agency's Rent Restructuring Regime from practical completion of the Properties
3. When any Property becomes available for occupation the RP will let the Property to a person within the letting policy rules of the RP and subject to the Nomination Rights contained in clauses 4 to 10
4. On completion of the Development the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of Void Properties thereafter. (In addition, if an RP tenancy becomes empty as a result of the tenant accepting a property from the Council's Housing Needs Register, then the Council will have the absolute right to exercise Nomination Rights in respect to the subsequent letting of that Property even though nomination will exceed the level of Nomination rights specified in this Clause 4.)
5. Every nomination made in accordance with these terms and conditions shall comply with Welwyn Hatfield Council approved allocations scheme at the time of nomination
6. The RP will notify Welwyn Hatfield Council by email using the standard Nomination Request Form (Appendix 2) 14 days before advertising when a Property in respect of which the Council is entitled to exercise Nomination

Rights becomes available to let and the following details should always be provided:-

- 6.1 the full postal address of the Property
- 6.2 the estimated rent and service charge
- 6.3 the anticipated tenancy commencement date
- 6.4 the type of Property (e.g. house flat bungalow)
- 6.5 the floor level
- 6.6 any special requirements (e.g. is the Property adapted for a wheelchair user)
- 6.7 if the nomination needs or should preferably be made in respect of a specific type of nominee
7. Welwyn Hatfield Council will notify the RP within seven working days of receipt of the email notification from the RP referred to in condition 6 of its Nominee and notification from the Council will be made in writing using the agreed standard Nomination Details Form (Appendix 3)
8. If the Nominee fails to accept the offer of accommodation within four working days of receipt of the offer or the RP refuses to accept the nomination on reasonable grounds the RP must notify Welwyn Hatfield Council as soon as possible and Welwyn Hatfield Council can then exercise further Nomination Rights in respect of the Property within the time period as set out in clause 7 until a letting to a Nominee is achieved
9. The RP shall notify Welwyn Hatfield Council by email of the outcome of the nomination within five working days and if the Nominee accepts the RP must within five working days notify Welwyn Hatfield Council by email of the date of letting the name of tenant and the address of the Property let using the standard Outcome of Nomination Form (Appendix 4)
10. The RP may allocate a tenancy of a Property in accordance with their own letting policy in any one of the following circumstances:-
  - 10.1 Welwyn Hatfield Council fails without reasonable cause to exercise a Nomination Right within seven working days of receiving the notification referred to in clause 6

- 10.2 Welwyn Hatfield Council has given written notice following the seven working days period referred to in clause 7 that it does not wish to exercise its Nomination Right on that particular occasion
- 10.3 That the third party nominee put forward by Welwyn Hatfield Council pursuant to its Nomination Rights has either failed to accept the offer or is rejected by the RP pursuant to Clause 8.
11. The RP shall supply to Welwyn Hatfield Council full details of its letting policy rules and its letting activity at intervals not exceeding[six months using the agreed Lettings Return Form (Appendix 5)
12. The terms of this Agreement are personal to the parties hereto and are not binding on:
- 12.1 a mortgagee of the Property (including a security trustee or other charge);
- 12.2 a receiver appointed by such mortgagee in exercising a power of sale;
- 12.3 anyone deriving title through such a mortgagee or receiver;
- 12.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;
- 13.0 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written



## Appendix 1 Site Location Map



## APPENDIX 2

### NOMINATION REQUEST FORM

<b>PARTNER LA:</b>	
<b>LANDLORD:</b>	
<b>PROPERTY CODE:</b>	
<b>CONTACT PERSON DETAILS</b>	
<b>NAME:</b>	
<b>TEL NO:</b>	
<b>EMAIL TO:</b>	<a href="mailto:housingoptions@welhat.gov.uk">housingoptions@welhat.gov.uk</a>
<b>EMAIL FROM:</b>	
<b>FAX:</b>	
<b>DATE OF REQUEST:</b>	
<b>REASON FOR VOID:</b>	
<b>ENERGY PERFORMANCE LEVEL/PROVISIONAL EPL:</b>	

### REQUEST

<b>ADDRESS:</b>				
<b>POSTCODE:</b>				
<b>NO. BEDROOM:</b>				
<b>SEPARATE DINING</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>			
<b>BED SPACE (occupancy)</b>	<b>MINIMUM</b>		<b>MAXIMUM</b>	
<b>SHELTERED ACCOMMODATION</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>			
<b>IF YES</b>	<b>RESIDENT WARDEN</b> <input type="checkbox"/> <b>WARDEN ON CALL</b> <input type="checkbox"/>			



<b>MINIMUM AGE (where applicable)</b>	
<b>PROPERTY TYPE</b>	

<b>HOW MANY STEPS ARE THERE UP TO YOUR PROPERTY?</b>	
<b>LIFT</b>	<b>YES <input type="checkbox"/> NO <input type="checkbox"/></b>
<b>FLOOR LEVEL</b>	
<b>HEATING TYPE:</b>	
<b>ADAPTATIONS IN PROPERTY (PLEASE TICK ALL THAT APPLY)</b>	<input type="checkbox"/> Doorways Widened <input type="checkbox"/> Powerpoints raised <input type="checkbox"/> Shower installed <b>Shower Type:</b> <input type="checkbox"/> Over bath <input type="checkbox"/> Level entry <input type="checkbox"/> Level access <input type="checkbox"/> Taps fitted <input type="checkbox"/> Raised toilet (on a plinth) <b>Lift installed:</b> <input type="checkbox"/> Through floor lift <input type="checkbox"/> Facility for stair lift <input type="checkbox"/> Ceiling track for hoist Ramps (front) installed <input type="checkbox"/> Ramps (rear) installed <input type="checkbox"/> Extension built <input type="checkbox"/> Hardstanding (for vehicle) <input type="checkbox"/> Storage for mobility scooter <input type="checkbox"/> Level Threshold <input type="checkbox"/> Visual Doorbell <input type="checkbox"/> Lighting modified <input type="checkbox"/> Downstairs WC installed <input type="checkbox"/> Lower Kitchen Unit
<b>GARDEN (exclusive/shared/none)</b>	
<b>GARAGE?</b>	<b>YES <input type="checkbox"/> NO <input type="checkbox"/></b>
<b>COUNCIL TAX BAND?</b>	
<b>SUITABLE FOR PETS?</b>	<b>YES <input type="checkbox"/> NO <input type="checkbox"/></b>

<b>TYPE OF TENANCY (i.e. Shared Ownership, Key workers, Assured Tenancy etc.)</b>	
<b>DOES A LOCAL LETTINGS POLICY APPLY?</b>  <b>If yes – Please give details</b>	<b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>
<b>RENT (weekly/monthly)</b>	
<b>SERVICE CHARGE:</b>	
<b>SUPPORT CHARGE:</b>	
<b>EXPECTED TENANCY START DATE:</b>	
<b>FEATURES:</b>	

**PLEASE ATTACH PHOTO WHERE POSSIBLE**



## APPENDIX 3

### NOMINATION DETAILS FORM

<b>Date</b>	
<b>Name and Address of Housing Assoc.</b>	
<b>Contact</b>	<b>Welwyn Hatfield Council</b>
<b>Phone number:</b>	<b>01707 357613</b>
<b>e-mail address:</b>	<a href="mailto:housingoptions@welhat.gov.uk">housingoptions@welhat.gov.uk</a>
<b>Fax number:</b>	<b>01707 357630</b>

ADDRESS OF PROPERTY NOMINATED FOR:

<b>Property type and size:</b>

NOMINEE DETAILS:

<b>Applicant name</b>		<b>D.O.B</b>	
<b>Address</b>			
<b>Postcode</b>			
<b>Phone (home)</b>			
<b>Phone (work)</b>			
<b>Phone (mobile)</b>			
<b>e-mail address</b>			
<b>Joint applicant</b>		<b>D.O.B</b>	
<b>Address:(if different from above)</b>			
<b>Postcode</b>			

<b>Application Number</b>		<b>Band &amp; Date</b>	
---------------------------	--	------------------------	--

DETAILS OF OTHER HOUSEHOLD MEMBERS:

Surname	First name	D.O.B.	Relationship

CORE INFORMATION:

<b>Question 12 (current accommodation)</b>	
<b>Question 14 (homeless status)</b>	

## APPLICATION TYPE:

<b>Homeless</b>	
<b>Waiting list</b>	
<b>RSL tenant transfer</b>	
<b>WHC tenant transfer</b>	
<b>Other</b>	

BRIEF SUMMARY OF CURRENT CIRCUMSTANCES, AND ADDITIONAL INFORMATION/COMMENTS:

<b>To discuss this case:</b>
<b>Contact:</b>
<b>Telephone number:</b>

IF STAFF SHOULD BE ACCOMPANIED AT VIEWING PLEASE GIVE DETAILS:

--

WILL NOMINEE REQUIRE ACCESS TO TRANSLATION SERVICES OR ASSISTANCE WITH READING PAPERWORK? IF SO, PLEASE GIVE DETAILS:

Has any member of the above household been the subject of any anti-social behaviour action by their current landlord – including the issue of a Notice of Seeking Possession, Acceptable Behaviour Contract or an Anti-Social Behaviour Order?

YES ☐ NO ☐

If “YES”, then please provide details, including a copy of any Notice/Order/Contract and also a report on any behaviour issues which have occurred since the Notice/Order/Contract was issued.

**Does any member of the above household:**

Have difficulty climbing stairs? YES ☐ NO ☐

Use a wheelchair? YES ☐ NO ☐

Have a medical condition? YES ☐ NO ☐

Have a support worker? YES ☐ NO ☐

Have any special needs? YES ☐ NO ☐

Require specialist housing? YES ☐ NO ☐

Need support in addition to the usual YES ☐ NO ☐

Housing/Estate Officer support?

Need (or is likely to need within 6 months)

Adaptations to a standard property? YES ☐ NO ☐

If “YES” please provide full details, including contact details for any support worker.

**Are there any rent arrears outstanding with their current landlord?**

Yes ☐ No ☐ Not aware ☐

If “YES” please provide full details of the arrear, any agreement the tenant has made to clear the outstanding amount and a record showing whether the agreements has been adhered to.



## APPENDIX 4

### OUTCOME OF NOMINATION FORM

<b>Application number</b>		<b>Void Code:</b>
<b>Receiving Association</b>		
<b>Original nomination date</b>		

NOMINEE DETAILS:

<b>Nominee's name</b>	
<b>Address</b>	

<b>Property nominated for:</b>	
--------------------------------	--

☐ **Tenancy accepted**

<b>Commencement of tenancy date</b>	
-------------------------------------	--

☐ **Tenancy refused**

**Reason nominee has refused**

Rent too high	
Does not want an assured tenancy	
Wants Right to Buy	
Wants different area	
Wants lower floor	
Wants different property type	
No longer interested in moving	
Wants larger property	
Does not want sheltered accommodation	
Wants sheltered accommodation	
Too far from amenities	
Too many stairs	
Unsuitable due to disability	
Risk of racial/sexual harassment	
Other (please specify	

**OR - reason housing association has refused**

Nominee's income is over Association's income limit	
Pets are not allowed at the property	
Nominee has history of ASB and not making efforts to overcome problem	
Nominee currently has RSL arrears with no agreement to clear	
Other – please specify:	

<b>Housing Association Contact Officer</b>	
<b>Date</b>	





## Appendix 5

### LETTINGS RETURN

NAME OF HOUSING ASSOCIATION: \_\_\_\_\_

NAME OF CONTACT OFFICER: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

RETURN FOR 6 MONTH PERIOD ENDING: \_\_\_\_\_

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing )  
THE COMMON SEAL of )  
RP NAMEXXXXXXXXXXXXXXXXXXXXX )  
XXXXXXXXXXXXXXXXXXXXX )  
hereunto in the presence of: )

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of WELWYN )  
HATFIELD BOROUGH COUNCIL )  
was hereunto affixed in )  
the presence of )

Mayor

Duly Authorised Officer

DATED \_\_\_\_\_ 201

(xxxxxx RP NAME)

TO

WELWYN HATFIELD BOROUGH COUNCIL

SHARED OWNERSHIP NOMINATION  
AGREEMENT

Relating to Affordable Housing on the Land  
at ( xxxxx Site Location and Address

Hertfordshire )

Margaret Martinus,  
Solicitor  
Legal Services Manager  
Welwyn Hatfield Borough Council  
Council Offices  
The Campus  
Welwyn Garden City  
Hertfordshire AL8 6AE  
Tel: 01707 357000

An agreement made the            day of            201    BETWEEN (xxxxxxx RP NAME) (Industrial and Provident Society No. xxxxxx) whose registered office is at (xxxxxxx RP Address).            of the one part and WELWYN HATFIELD BOROUGH COUNCIL of the Council Offices. The Campus, Welwyn Garden City, Hertfordshire, AL8 6AE (“the Council”) of the other part.

As part of the partnership and enabling role between the Council and the Association, both parties to this Agreement are bound by the following terms and conditions.

1. In the Agreement the following expressions shall have the following meanings:

**“The Criteria”** means the criteria for selection of Nominees to enter into a Shared Ownership Lease of a Property namely:-

- (1) that the Nominees income and savings should be appropriate to purchase an initial xx% Equity Share in the Property offered by the RP
- (2) that the Property should be of a size suitable for the Nominees household in accordance with Welwyn Hatfield Community Housing Trust's Housing Allocation Policy
- (3) that the Nominee has a local connection

**"The Development"** means the new residential development comprising xx units to be constructed in accordance with planning permission reference xxxxxxxxxxxx dated xxxxxxxx by or on behalf of the RP at the Land

**“Equity Share”** means a percentage share in the equity of the Property available to the Nominee

**“Fully Staircased”** means that the leaseholder under a Shared Ownership Lease has acquired 100% of the Equity Shares in a Property

**“Help to Buy Agent”** (or its successor service) means the organisation appointed by the Homes and Communities Agency to assess applications for home ownership, refer nominations to Registered Providers and provide housing options advice.

**“the Land”** means that freehold land known as xxxxxxxxxx (site location and address) registered with the title number HDxxxxxx and shown edged red on the attached plan ( Appendix 1)

**“Local connection”** defines the link to the local area required to qualify for nomination detailed in Appendix 2

**“the Local Priorities”** defines the individual circumstances required to qualify for nomination as detailed in Appendix 2

**“Nominee”** means a person referred by the Help to Buy Agent

**“Nomination Rights”** means the right to nominate the leaseholder of a Shared Ownership Lease for a Property or an assignee there from

**“the Properties”** means the xxxxxxxxx (insert unit type and mix) to be erected on the Land and “Property” means any one of such Properties

**“the RP”** means a registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008 and includes its successors in title to the freehold title of the Land

**“Shared Ownership”** means a property available for letting under a Shared Ownership Lease

**“Shared Ownership Lease”** means the Homes & Communities Agency model lease for shared ownership housing or such other shared ownership lease as shall have been approved by the Council (not to be unreasonably withheld or delayed)

**“Void”** means a Property which is available to the RP for the purposes of nominating a new leaseholder under a Shared Ownership Lease

**Words** importing one (1) gender shall be construed as importing another gender

Words importing the singular shall be construed as importing the plural and vice versa

- 2 The RP agrees to grant to the Council the Nomination Rights contained in this Agreement
- 2.1 On completion of the Development the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of void properties thereafter

3. Whenever any Property becomes Void the RP will grant or procure the assignment of a Shared Ownership Lease of the Property to a person within the Criteria and subject to the terms of this Agreement, provided that the RP shall not be under an such an obligation in respect of a Property where the Shared Ownership Lease shall have been Fully Staircased.
4. Every Nomination made in accordance with this Agreement shall comply with Council's approved criteria for selection at the time of a nomination
5. The RP will notify the Help to Buy Agent when a Void arises to advertise the Property.
  - 5.1 The notice should include the following details:
  - 5.2 The estimated rent and service charges including any increases that are imminent
  - 5.3 The minimum share and estimated minimum cost of the Equity Share that is available for purchase
  - 5.4 Any special requirements such as minimum or maximum income levels
  - 5.5 The Help to Buy Agent contact details for notification are by email [www.helptobuyeastandsoutheast.uk.com](http://www.helptobuyeastandsoutheast.uk.com) The Help to Buy Agent (or its successor service) will refer candidates in line with the Service Standards defined in the service level agreement with the RP.
- 6.1 The RP shall:
  - market the Properties in accordance with the Local Priorities
  - comply with the procedures for identifying the purchasers or the Properties as set out in Appendix 2 which procedures may be changed from time to time by agreement in writing between the parties hereto.
  - Seek nominations from the Help to Buy Agent in addition to seeking purchasers through its own marketing.



7. The RP shall not be obliged to offer an Equity Share in a Property to a Nominee unless and until the RP has assessed such Nominee as being a suitable person financially able to meet the obligations of a leaseholder under a Shared Ownership Lease according to the usual criteria and status considerations adopted by the RP for assessment of a prospective shared ownership leaseholder under the Association's control ("the Qualifying Criteria" – a copy of which has been given to the Council) and the assessment of the RP (acting reasonably) shall be final and binding
8. The RP will notify the Council as soon as possible after the Shared Ownership Lease has been completed
9. The procedures set out in Clauses 6 to 9 inclusive shall be carried out in respect of each Property
10. The RP will, on request, notify the Council in writing of the letting activities for the Properties annually each April using the Lettings Return form (Appendix 3)
11. The terms of this Agreement are personal to the parties hereto and are not binding on:
  - 11.1 a mortgagee of the Property (including a security trustee or other charge);
  - 11.2 a receiver appointed by such mortgagee in exercising a power of sale;
  - 11.3 anyone deriving title through such a mortgagee or receiver;
  - 11.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;
  - 11.5 a tenant of the RP who has Fully Staircased its Shared Ownership Lease of the Property and his successors in title;
12. The Council and the RP are committed to equal opportunities in access to housing regardless of race colour nationality ethnic origin or because of religion sex disability marital or employment status
13. The ethnic origin of nominated households will be monitored by the RP
  - 13.1 Where monitoring reveals that there could be discrimination the RP and Council will work together to take positive action to remedy this
14. This Agreement may be varied at any time by written agreement of both parties

15.1 As soon as either party becomes aware of any matter adversely affecting or threatening to affect the RP's performance of its obligations under this Agreement or they shall give notice to the other party. The parties shall meet within (5) working days from the date of such notification to discuss the problem unless the parties agree an alternative course of action.

15.2 The parties will endeavour to resolve any difference or dispute by direct negotiation in good faith between senior representatives of each party in the sequence below or their successors:

	Stage 1	Stage 2
Council	Head of Housing and Community Services	Director of (Strategy and Development)
RP	Contracts Manager	Managing Director

15.3 Any dispute which cannot be resolved in accordance with clause 15 may be referred by either party to an expert agreed between the parties or failing agreement appointed by the president for the time being of the Chartered Institute of Arbitrators. The expert shall act as an expert and not as an arbitrator. The costs of the expert shall be met in accordance with the expert's determination.

15.4 Both parties shall on request promptly supply to the expert all such assistance documents and information as the expert may require for the purpose of determination of the dispute

15.5 No party may commence any court proceedings in relation to any dispute in relation to this Agreement until they have followed the steps in clause 15.2 to 15.3 above save that nothing in this Clause 15 shall prevent either party from applying to the court at any time for injunctive or interim relief

16 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

WITH THE JOINT INTENTION that this Agreement be entered into as a Deed the Council and the RP have signed this Agreement on the date it was entered into



## **Appendix 1 Site Location Map**



## **Appendix 2**

### **Local Priorities**

1. First time buyers with a local connection in the Borough and who would be eligible to be placed on the Council's Housing Needs Register
2. Existing shared owners with a local connection to the Borough who need to move and cannot afford to buy a suitable property on the open market and who would be eligible to be placed on the Council's Housing Needs Register
3. Existing owners with a local connection to the Borough who need to move, but cannot afford to buy a suitable property on the open market, for example due to change in household or income details or relationship breakdown and who would be eligible to be placed on the Council's Housing Needs Register

### **Local Connection**

- Permanently resident for five years or more.
- Close relative (to include parent, sibling and/or adult child) who has lived in the Borough for more than ten years.
- Permanent employment in the Borough for at least 12 months and a minimum of 16 hours a week.
- A special reason (to be agreed for each case).
- Has no local connection anywhere.

In general, priority will be given to people in housing need whose family size broadly fits the size of home they wish to buy.





**SHARED OWNERSHIP LETTINGS RETURN****APPENDIX 3****NAME OF HOUSING ASSOCIATION:** \_\_\_\_\_**NAME OF CONTACT OFFICER:** \_\_\_\_\_ **TELEPHONE:** \_\_\_\_\_**RETURN FOR 12 MONTH PERIOD ENDING:** \_\_\_\_\_

Date	Address including Postcode	Property Type ( Inc. no of bedrooms)	Shared Ownership % Purchased	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

Date	Address including Postcode	Property Type ( Inc. no of bedrooms)	Shared Ownership % Purchased	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing  
THE COMMON SEAL of  
WELWYN GARDEN CITY HOUSING  
ASSOCIATION LIMITED  
In the presence of:-

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of WELWYN  
HATFIELD BOROUGH COUNCIL  
was hereunto affixed in the  
presence of:

Mayor

Duly Authorised Officer