

Dated

2026

- (1) Jennifer Elizabeth Connor and Joanna Kate Male**
- (2) The Richborough Estates Partnership LLP**
- (3) Stratford-on-Avon District Council**
- (4) Warwickshire County Council**

Deed of Agreement

Deed of Agreement under Section 106 of the Town and Country Planning Act 1990 relating to the development of land east of Kineton Road, Wellesbourne, CV35 9LH Warwickshire

THIS DEED is made the

day of

2026

BETWEEN:

- (1) Jennifer Elizabeth Connor of [REDACTED] and of [REDACTED] and Joanna Kate Male of [REDACTED] and of [REDACTED] and [REDACTED]
- (2) The Richborough Estates Partnership LLP (company registration number OC375183) whose registered office is Waterloo House, Waterloo Street, Birmingham, B2 5TB (**Applicant**), and
- (3) Stratford-on-Avon District Council of Elizabeth House, Church Street, Stratford upon Avon, Warwickshire CV37 6HX (**District Council**), and
- (4) Warwickshire County Council of Shire Hall Warwick CV37 4RL (**County Council**).

WHEREAS:

- 1 The Owner is the freehold owner of the land east of Kineton Road, Wellesbourne, CV35 9LH which is registered at the Land Registry under title number WK437628 which the Site forms part of as shown edged red on the Plan.
- 2 The District Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area in which the Site is situated.
- 3 The County Council is the Education Authority, Library Authority, Highway Authority and a local planning authority for the purposes of Section 106 of the Act for the area in which the Site is situated.
- 4 The Applicant, who has the benefit of a promotion agreement with the Owner dated 3 March 2020 in respect of the Site (as varied by a supplemental agreement dated 2 May 2025), submitted the Application as hereinafter defined to the District Council for the development of the Site on 24 December 2024.
- 5 The Planning Appeal was submitted by the Applicant against the non-determination of the Application.
- 6 The Owner, the Applicant, the District Council and the County Council are prepared to enter this Deed to secure the planning obligations it creates in the event that the Planning Appeal is successful, and Outline Planning Permission is granted.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Definitions

- 1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the precise meaning set out below:

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

Affordable Housing Units means all the Dwellings to which provisions of SCHEDULE 1 apply namely for Affordable Housing

(as defined in SCHEDULE 1) and “Affordable Housing Unit” should be construed accordingly;

Application

means an application for outline planning permission submitted to the District Council for the Development and validated on 17 January 2025 and which has been allocated reference number 24/03281/OUT;

Biodiversity Gain Land Monitoring Contribution

means the sum (Index Linked) to be calculated in accordance with the BNG Monitoring Tariff, to be paid by the Owner to the District Council under Part 3 of Schedule 2 of this Deed to be applied by the District Council as a financial contribution towards the District Council's costs of monitoring compliance with the HMMP,

BNG Monitoring Tariff

means the table provided at Annex A which sets out the Biodiversity Gain Land Monitoring Contribution.

Bus Services Contribution

means the sum of two thousand one hundred and eighty-seven pounds seventy pence (£2,187.70) per dwelling up to a maximum of six hundred and fifty six thousand and three hundred and nine pounds (£656,309), Index Linked, to be paid to the County Council for the purposes set out in Part 6 of Schedule 3;

Bus Stop Infrastructure Contribution

means the sum of up to a maximum of twenty thousand pounds (£20,000) applied as follows:

- £10,000 for cleaning and maintenance costs of two bus shelters on B4086 Kineton Road near the junction with Wellesbourne Road
- £10,000 for marketing and fare promotion

and Index Linked, to be paid to the County Council for the purposes set out in Part 4 of Schedule 3

Commencement of Development

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 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, earthworks, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and

	“Commence Development” shall be construed accordingly;
CIL Regulations	means the Community Infrastructure Levy Regulations 2010 (as amended);
County Council Monitoring and Administration fee	means the sum of two thousand five hundred and fifty pounds (£2,550) payable towards the County Council’s costs of monitoring compliance with this Deed
Development	means an outline planning application for up to 300 dwellings and associated green space and biodiversity enhancements with all matters reserved except for access to be carried out pursuant to the Outline Planning Permission;
Dwelling	means any residential unit to be constructed on the Development pursuant to the Outline Planning Permission and “Dwellings” shall be construed accordingly;
Education Contributions	means together the Early Years/Pre-School Contribution, Primary Contribution, Secondary Contribution, Post 16 Contribution, Primary SEN Contribution and the Secondary/Post 16 SEN Contribution;
Early Years/ Pre-School Contribution	means the sum of no more than six hundred and thirty eight thousand and thirty six pounds (£638,036) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in Part 1 of SCHEDULE 3; Formula: No. of Dwellings / 100 x 4.37 x 2.155 = No. of places required for the Development (N) £22,787 (cost multiplier) x N (number of places required for the Development) = the Early Years / Pre School Contribution 4.37 is pupil yield 2.155 = number of year groups
HMMP	means the document titled 'Habitat Management and Monitoring Plan' as required by the relevant condition in the Outline Planning Permission and approved by the District Council;

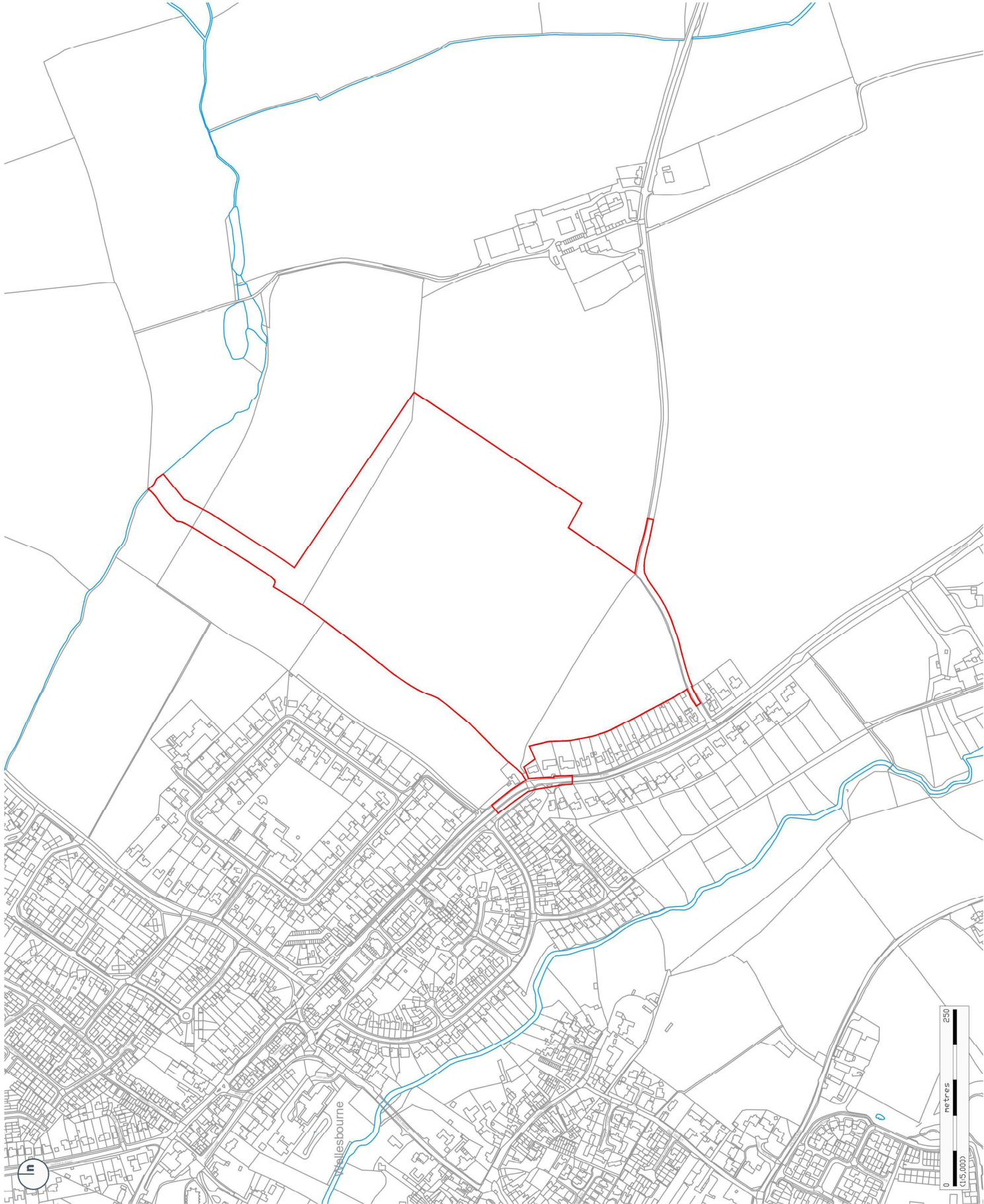
Library Contribution	means the sum of no more than six thousand five hundred and sixty six pounds (£6,566), calculated by using the formula set out below and Index Linked, to be paid to the County Council for the purposes set out in Part 2 of SCHEDULE 3; Formula :- No. of Dwellings with Reserved Matters approval x population yield x 32% (library membership) x £2.85 (average cost per visit) x 10 (visits per year) = Library Contribution Where population yield is calculated as follows – • 1 bed Dwelling – 1.2 • 2 bed Dwelling - 1.5 • 3 Bed Dwelling – 2.4 • 4 Bed Dwelling – 3.0 • 5 or more Bed Dwelling – 4.0
NHS Acute Contribution	means the sum calculated by multiplying the number of Dwellings by £1680.32 (one thousand six hundred eighty pounds and thirty two pence) up to a maximum of £504,098 (five hundred and four thousand and ninety eight pounds), Index Linked, to be paid to the District Council for the purposes set out in Part 1 of SCHEDULE 2;
NHS Clinical Contribution	Means the sum calculated by multiplying the number of Dwellings by £1,994.69 (one thousand nine hundred ninety pounds and sixty nine pence) up to a maximum of £598,407 (five hundred and ninety eight thousand four hundred and seven pounds), Index Linked, to be paid to the District Council for the purposes set out in Part 2 of Schedule 2;
NHS ICB	means the National Health Services Coventry and Warwickshire Integrated Care Board or any successor body;
NHS SWFT	means the National Health Services South Warwickshire University Foundation Trust or any successor body providing NHS acute or community services;
Occupation	means occupation of the Development (or relevant part thereof as the context requires) for the purposes permitted by the Outline 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 “Occupy”, “Occupied” and “Occupations” shall be construed accordingly;
Open Market Units	means a Dwelling other than an Affordable Housing Unit and constructed pursuant to the Outline Planning Permission and “Open Market Unit” shall be construed accordingly;
Outline Planning Permission	means outline planning permission for the Development issued by the Secretary of State or the Planning Inspector in determining the Planning Appeal including any amendments or variations thereto permitted pursuant to Section 73 of the Act;
Plan	means the plan attached to this Deed;
Planning Appeal	means the appeal submitted by the Applicant to the Secretary of State under reference number APP/J3720/W/25/3365027 against the non-determination of the Application;
Post 16 Contribution	means the sum of no more than two hundred and ninety two thousand and nine hundred and sixty eight pounds (£292,968) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in Part 1 of SCHEDULE 3; Formula: No. of Dwellings / 100 x 4.37 x 1 = No. of places required for the Development (N) £22,536 (cost multiplier) x N (number of places required for the Development) = the Post 16l Contribution 4.37 is pupil yield 1 is the number of year groups
Practical Completion	means the issue of a certificate of practical completion by the Owner’s architect or in the event that the Development (or relevant part thereof) is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect and “Practically Complete” and “Practically Completed” shall be construed accordingly;
Primary Contribution	means the sum of no more than two million ninety-six thousand four hundred four pounds (£2,096,404) calculated by using the formula set out below and,

KEY



Application Site Boundary - 17.43ha



CLIENT	Richborough
PROJECT	Land East of Kineton Road, Wellesbourne
DRAWING	Site Location Plan
PROJECT NUMBER	01329
DRAWING NUMBER	1001
CHECKED BY	AW
REVISION	C
STATUS	Issued
DATE	October 2025
SCALE	1:5000 @ A3

Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 7 = No. of places required for the Development (N)

£22,787 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is the pupil yield

7 is the number of year groups

Primary SEN contribution

means the sum of no more than two hundred and forty nine thousand six hundred and fifty eight pounds (£249,658) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 0.03 x 7 = No. of places required for the Development (N)

£90,653 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is pupil yield

0.03 is SEN indicator

7 is the number of year groups

Public Rights of Way Contribution

means the sum of no more than eleven thousand eight hundred and sixty six pounds and twenty two pence (£11,866.22) calculated by multiplying the number of residents of the Development by £16.98 (sixteen pounds and ninety eight pence) and where the number of residents is calculated by multiplying the number of Dwellings on the Development by an occupancy rate of 2.33, Index Linked, to be paid to the County Council for the purposes set out in **Part 3 of SCHEDULE 3**;

Reserved Matters Application

means any application for approval of any one or more reserved matters pursuant to the Outline Planning Permission;

Road Safety Initiatives Contribution

means the sum calculated by multiplying the number of Dwellings by £50 (fifty pounds) up to a maximum of **£15,000** (fifteen thousand pounds), Index Linked,

**Secondary
Contribution**

to be paid to the County Council for the purposes set out in **Part 5 of SCHEDULE 3**;

means the sum of no more than one million four hundred and eighty seven thousand and three hundred seventy six pounds (£1,487,376) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 5 = No. of places required for the Development (N)

£22,536 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is the pupil yield

5 is the number of year groups

**Secondary/Post 16
SEN contribution**

means the sum of no more than two hundred and eighty five thousand three hundred and twenty four pounds (£285,324) calculated by using the formula set out below and, Index Linked, to be paid to the County Council for the purposes set out in **Part 1 of SCHEDULE 3**;

Formula: No. of Dwellings / 100 x 4.37 x 0.04 x 6 = No. of places required for the Development (N)

£90,653 (cost multiplier) x N (number of places required for the Development) = the Primary Contribution

4.37 is pupil yield

0.04 is SEN factor

6 is the number of year groups

Secretary of State

means the Secretary of State for Housing Communities and Local Government or such other office holder who at the relevant time is the person to whom an appeal may be made under Section 78 (1) of the 1990 Act;

Site

means the area of land registered at the Land Registry under title number WK437628 and against which this Deed may be enforced within the land shown edged red on the Plan;

Working Day(s) means any day (apart from Saturday, Sunday, Christmas Eve, Christmas Day, Boxing Day, Good Friday, Easter Monday and any other statutory bank holiday) on which banks in England are open for the transaction of ordinary business.

2 Interpretation

- 2.1 The expressions “the Owner” “the Applicant” “the District Council” and “the County Council” shall include their respective successors in title and assigns and/or any successor body.
- 2.2 Where appropriate the singular includes the plural and vice versa.
- 2.3 Words importing one gender include all other genders.
- 2.4 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to the clauses schedules and paragraphs of schedules contained within this Deed.
- 2.5 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted.
- 2.6 The obligations herein relate to the Site and each and every part thereof.
- 2.7 Any matter that requires the consent or approval or agreement of any party shall be subject to the proviso that such consent or approval or agreement shall not be unreasonably withheld or delayed.

3 Liability of the Owner for the covenants herein

The covenants and obligations on the part of the Owner herein shall bind the Owner and in respect of such part or parts of the Site vested in them they shall be jointly and severally liable for the breach of any covenant or obligation contained within this Deed provided that no such person shall be liable for any breach which occurs after they have parted with their entire interest in that part of the Site in which the breach occurs but without prejudice to any liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.

4 Enabling Powers

- 4.1 This Deed is made pursuant to the provisions of Section 106 of the Act and shall constitute and shall be deemed to contain planning obligations for the purposes of Section 106 of the Act and in the event of a breach it shall be enforceable by the District Council as local planning authority and the County Council as highways and education authority pursuant to all powers enabling and all enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the then Owner's respective interest in the Site subject to the exceptions set out at Clause 7.
- 4.2 Without prejudice to the generality to clause 4.1 this Deed is further made pursuant to Sections 111 and 120 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and Section 1 Localism Act 2011 insofar as the same may be relevant to the enforcement of the obligations contained herein.

- 4.3 In the event that the inspector appointed to determine the Planning Appeal states in their decision letter that a planning obligation contained in this Deed (or relevant part of a planning obligation) is incompatible with any one or more of the tests for planning obligations set out in Regulation 122 of the CIL Regulations and accordingly attaches no weight to that obligation in determining the Planning Appeal then that planning obligation (or part of the planning obligation as appropriate) shall cease to have effect and the Owner shall not be required to comply with that obligation.

5 Conditions Precedent

- 5.1 This Deed is conditional and shall only have effect upon:

5.1.1 the grant of Outline Planning Permission

5.1.2 the Commencement of Development

save for the provisions of this clause 5 and clauses 19 (Jurisdiction), 23 (Legal Costs), Clause 24 (Monitoring Costs), Clause 25 (Contracts (Rights of Third Parties) Act 1999) and Clause 26 (Applicant's Consent) which shall come into effect immediately upon completion of this Deed.

- 5.2 For the avoidance of doubt this Deed is entered into on the understanding that in the event of the Outline Planning Permission being quashed:

5.2.1 as a result of any legal proceedings or pursuant to Section 97 of the Act; or

5.2.2 expires before the Commencement of Development; or

5.2.3 for any other reason;

then this Deed shall absolutely determine and shall become null and void.

6 Payment of Monies

- 6.1 The obligations herein contained to pay monies to the District Council or the County Council shall be enforceable against the Owner having a freehold interest in the Site (except those owners stipulated in Clause 7) at the date on which the obligation arises and any obligation to repay monies shall be construed as referring to a repayment to the party or parties who paid the monies in the first instance.

- 6.2 All payments to be made to the District Council and the County Council and referred to as Index Linked shall be increased by an amount (if any) as identified in the applicable index as set out in the Relevant Index in SCHEDULE 7.

- 6.3 Where payment of any monies to the District Council and/or the County Council is required to be made on or before a specified number of Occupations of Dwellings or Practical Completion of Dwellings the Owner will not cause or permit that number of Occupations or Practical Completion of Dwellings to be exceeded until those monies have been paid.

7 Liability

- 7.1 Save for the provisions of SCHEDULE 1 which shall apply to all Affordable Housing Units, the covenants contained in this Deed shall not be enforceable against:

- 7.1.1 individual purchasers or lessees of Dwellings (or their respective mortgagees or chargees) constructed pursuant to the Outline Planning Permission and any Qualifying Developing Body if not the Site owner (as defined in SCHEDULE 1); or
- 7.1.2 utility companies in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or any of the operational functions of such companies; or
- 7.1.3 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.

8 Monitoring

- 8.1 The Owner hereby agrees to notify the District Council (by way of the S106 Monitoring Officer of the District Council) of the following:
 - 8.1.1 The Commencement of Development, within seven days of the same occurring PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed.
 - 8.1.2 of the reaching of any of the Occupation or Practical Completion thresholds relating to Dwellings being Affordable Housing Units or Open Market Units (as the case may be) contained in this Deed such notification to be given within 7 days following the reaching of such threshold.
 - 8.1.3 The date of Practical Completion of each Affordable Housing Unit (if any).
- 8.2 The Owner hereby agrees to notify the County Council (by the County Council's Service Manager - Developer Negotiations and Contributions at the address of the County Council aforesaid) of the Commencement of Development within 7 days of the occurrence of the same PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed.

9 The Owner's Covenants to the District Council and the County Council

- 9.1 The Owner COVENANTS with the District Council to fully perform and observe the covenants set out in SCHEDULE 1, SCHEDULE 2, and SCHEDULE 4, and
- 9.2 The Owner COVENANTS with the County Council to fully perform and observe the covenants set out in SCHEDULE 3.

10 The District Council's Covenants with the Owner

The District Council COVENANTS with the Owner to fully perform and observe the covenants set out in SCHEDULE 5.

11 The County Council's Covenants with the Owner

The County Council COVENANTS with the Owner to fully perform and observe the covenants set out in SCHEDULE 6.

12 Resolution of Disputes

- 12.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed such dispute or difference may be referred by any party to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 12.2 In the absence of agreement between the parties to the dispute or difference as to the suitability of the person to be appointed pursuant to clause 12.1 or as to the appropriateness of the professional body then such question may be referred by any party to a Solicitor appointed by or on behalf of the President for the time being of the Law Society of England and Wales and such Solicitor shall act as an expert and his decision as to the professional qualifications of such person or appropriateness of the professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

13 Notices

- 13.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by prepaid first class post Recorded Delivery post
- 13.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this Deed save that payments of any monies to the District Council shall be addressed specifically for the attention of the s106 Monitoring Officer of the District Council detailing the obligations to which the payment relates and payments of any monies to the County Council shall be addressed for the attention of the County Council's Infrastructure Delivery Manager at PO Box 43 at the address of the County Council aforesaid and shall detail the obligations to which the payment relates.
- 13.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:
- 13.3.1 if personally delivered at the time of delivery
- 13.3.2 at the expiration of forty eight hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom
- 13.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or Recorded Delivery envelope (if appropriate) as the case may be.

14 Registration of the Deed

This Deed shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the District Council.

15 Waiver

No waiver (whether expressed or implied) by the District Council (or the County Council or the Owner) 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 or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

16 Change in Ownership

Save for any individual Dwellings erected on the Site (unless otherwise expressly provided for by the provisions of SCHEDULE 1) and any disposal to a statutory undertaker/utility company the Owner agrees with the District Council and County Council to give the District Council and County Council written notice as soon as is reasonably practicable of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been completed and / or satisfied 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 Site or unit of occupation purchased by reference to a plan.

17 Interest

If any payment due to the District Council or the County Council under this Deed is paid late, interest will be payable from the date payment is due to the date of payment at the rate of 4% above the Bank of England base lending rate prevailing at the time.

18 VAT

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

19 Jurisdiction

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

20 Variation of Deed

No variation or amendment to this Deed shall be valid unless in writing and signed by or on behalf of all the parties referred to in this Deed (save where an obligation is not relevant to a party to this Deed) save where such party no longer has any interest in the Site which is the subject of the variation in which case the variation shall be signed by the owner for the time being of the Site but not any purchaser of an individual Dwelling nor by any statutory undertaker who acquires an interest in the Site for operational purposes.

21 Conduct and Certificate of Satisfaction

21.1 Any party to this Deed may make application to the District Council and/or County Council for written confirmation to the effect that any of the provisions of this Deed have been completed and/or satisfied.

21.2 Where the District Council's approval of details is required pursuant to planning obligations contained within this Deed, the Owner shall pay a fee to the District Council when submitting an application for approval of details and such fee shall

be reasonable and in accordance with the District Council's schedule of fees and charges in force at the date of the application.

22 Application of Deed

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Outline Planning Permission) granted or deemed to be granted by any order or where granted expressly by the District Council or on appeal.

23 Legal Costs

The Applicant shall pay to the District Council and County Council on completion of this Deed the reasonable legal costs of the District Council and County Council incurred in the negotiation preparation and execution of the Deed and the District Council and the County Council hereby acknowledges receipt of the same upon payment.

24 Monitoring Costs

24.1 The Applicant shall pay to the District Council on grant of the Outline Planning Permission the sum of £520.00 (five hundred and twenty pounds) representing the reasonable costs of the District Council incurred in monitoring the implementation and performance of the obligations contained in this Deed.

24.2 The Applicant shall pay to the County Council within 30 days of the grant of the Outline Planning Permission the County Council Monitoring and Administration Fee representing the reasonable costs of the County Council incurred in monitoring the implementation and performance of the obligations contained in this Deed.

25 Contracts (Rights of Third Parties) Act 1999

The provision of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Deed save successors in title to the Owner and the District Council and County Council.

26 Applicant's Consent

The Applicant acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the terms of this Deed PROVIDED THAT it shall not be bound by any of the provisions of this Deed (other than clauses 23 and 24) unless or until it becomes a successor in title to the Owner in relation to the Site.

27 Section 73 Consent

In the event that the District Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Act in respect of the conditions attached to the Outline Planning Permission (and for no other purpose whatsoever) references in this Deed to the Outline Planning Permission and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

28 Counterpart

In the event that this Deed is executed in one or more counterparts each of the counterparts shall be deemed to be an original but any single counterpart or set of counterparts executed

in either case by all the Parties shall constitute one and the same agreement and a full original of this Deed for all purposes.

Schedule 1 Affordable Housing

Part 1. Definitions

In this Deed the following words and expressions shall unless the context requires otherwise have the meaning set out below:

Affordable Housing Means each Dwelling and associated land subject to the provisions of this SCHEDULE 1 being an Affordable Housing Unit and which is to be provided to a household assessed as being in need of such accommodation and comprising or including a Qualifying Person whose needs are not met by the market.

Affordable Housing Specification Means:

- (a) Plans and particulars which taken together contain detailed proposals for the provision and management of the Affordable Housing within the Development, and in particular indicating and confirming:
 - (i) Details of the development to which the Affordable Housing Specification relates;
 - (ii) The identity of the Qualifying Developing Body to whom the Affordable Housing Units are to be transferred in accordance with a Contract;
 - (iii) Arrangements for the local management of the Affordable Housing by the named Qualifying Developing Body;
 - (iv) The location, type, size and tenure of each Dwelling on the Site (being such as to meet the requirements of Part 2 of this SCHEDULE 1) including details of the gross internal floor area (in square metres) of each Dwelling and the total gross internal floor area of all Affordable Housing Units and Open Market Units respectively comprised within the Development;
 - (v) Details of any other land on the Site (e.g. parking spaces) to be transferred to the Qualifying Developing Body in connection with the Affordable Housing;
 - (vi) The minimum standards to be achieved in the design, construction and layout of the Affordable Housing including such standards as may be required by Part 2 of this SCHEDULE 1;
 - (vii) The intended timing of construction of both the Affordable Housing Units and Open Market Units and, where the Development is to be undertaken in phases the phasing timetable;

(viii) The maximum estimated total monthly housing costs to tenants or purchasers of each Affordable Housing Unit on first occupation.

(b) Such amendment or variation to any of the approved plans and particulars itemised at (ii) to (viii) above as may subsequently be agreed in writing between the District Council and Qualifying Developing Body.

Affordable Rent Unit means an Affordable Housing Unit to be let by the Qualifying Developing Body under an Appropriate Tenancy for a rent that does not exceed the lower of (a) the relevant Local Housing Allowance OR (b) not more than 80% of the rent (inclusive of any service charge) that would have been charged had the rent been valued on an open market basis taking into account the restrictions contained in this Deed and determined in accordance with the Rent Regulatory Framework.

Appropriate Tenancy means a tenancy to any Social Rent Unit or Affordable Rent Unit as the case may be and which is granted:

(a) initially as a 12 month starter assured shorthold tenancy (within the meaning of Chapter 2 of the Housing Act 1988) and thereafter an assured shorthold tenancy for a term certain of not less than five years, OR

(b) an assured shorthold tenancy (within the meaning of Chapter 2 of the Housing Act 1988) for a term certain for not less than two or five years as the case may be, in accordance with the published policies of the Qualifying Developing Body, OR

(c) an assured tenancy (within the meaning of Chapter 1 of the Housing Act 1988) where no term certain is specified, OR

(d) such other form of tenancy, or a tenancy as specified at (a), (b) or (c) above but being for any other term certain and as may be capable of being granted and which is agreed beforehand in writing between the District Council and the Qualifying Developing Body.

Charging Exercise means a financial exercise carried out by a Qualifying Developing Body in the context of borrowing against its assets and involving the creation of security in the form of a legal charge against all or part of the Affordable Housing.

Civil Partner means a person enjoying equivalent rights to that of a wife or husband as regards assignment or succession under the provisions of the Civil Partnership Act 2004.

Contract means a binding contract for the construction and sale of all the Affordable Housing including the freehold title thereto by the Owner to the Qualifying Developing Body OR the sale of all the Affordable

Housing including the freehold title thereto following Practical Completion by the Owner to the Qualifying Developing Body.

Head of Service

means the District Council's relevant Head of Service or any person appointed to exercise his / her functions under this Deed or any person authorised to act on his / her behalf.

Homes England

means the Homes and Communities Agency (as formed by Part 1 of the Homes and Regeneration Act 2008) or any successor in function.

Housing Related Support

means services that aim to develop or sustain an individual's capacity to live independently in accommodation and which are time limited and offer targeted intervention with the aim of preventing escalating of need, protecting and improving wellbeing and reducing dependency into the future.

Local Housing Allowance

means the maximum relevant applicable local housing allowance rate determined and in force from time to time for the purposes of housing benefit / Universal Credit administration, or any equivalent replacement scheme.

Local Connection

means any one or more of the following residency criteria applied strictly in the following order of preference:

In the first instance (a "First Instance Area"):

- (a) A person who was born (or whose parent(s)) were ordinarily resident at the time of birth in the Parish of Wellesbourne and/or;
- (b) A person currently living in the Parish of Wellesbourne and who has done so continuously for at least the past twelve months at the date of nomination and/or;
- (c) A person who used to live within the Parish of Wellesbourne and who had done so continuously for not less than three years at any time during the past five years at the date of nomination and/or;
- (d) A person currently working within the Parish of Wellesbourne and who has done so for at least the past twelve months for an average of not less than 16 hours per week and/or;
- (e) A person who currently has a close family member (meaning mother, father, brother, sister, son or daughter) or such other relative(s) as the District Council may at its sole discretion agree qualify in the particular circumstances of any given case as a close family member living in the Parish of Wellesbourne and who have done so for a continuous period of at least three years within the past five years at the date of nomination.
- (f) If applicable, a person who benefits from a Priority Nomination at the date of nomination.

In the second instance (a “Second Instance Area”):

They satisfy any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of any one or more of the following Parishes adjacent to the Parish of Wellesbourne, namely:

- (a) Charlecote
- (b) Compton Verney
- (c) Combrook
- (d) Ettington
- (e) Loxley
- (f) Moreton Morrell
- (g) Newbold Pacey
- (h) Pillerton Hersey

In the third instance (a “Third Instance Area”):

A person who satisfies any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of any other Parish in Stratford-on-Avon District.

In the fourth instance (a “Fourth Instance Area”):

A person who satisfies any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of an area (if any) which comprises that of any one or more local planning authority areas such as may from time-to-time be designated or notified by the Head of Service as a relevant strategic housing market area (or area of similar description) in accordance with and by reference to any written agreement entered into by the District Council pursuant to the discharge of its duty (the duty to co-operate) under section 33A of the Planning and Compulsory Purchase Act 2004 (as inserted by section 110 of the Localism Act 2010).

In the fifth and final instance (a “Fifth Instance Area”):

Any person who satisfies any one or more of the First Instance Area eligibility criteria (1) to (5) (only) above BUT in respect of any other area within England outside the First, Second, Third, or Fourth Instance Areas specified above.

Local Lettings Plan

means:

- (a) a scheme the objectives of which are to facilitate the development and maintenance of a balanced, cohesive and sustainable community, and which:
 - (i) is agreed in writing between the Qualifying Developing Body and the District Council and;
 - (ii) specifies the arrangements and criteria for the nomination by the District Council or allocation by the Qualifying Developing Body of tenants to any Social Rent Unit within the Development in accordance with the rights reserved herein and subject to the further restrictions and requirements of this Deed.
 - (iii) Specifies the arrangements for allocation of the elderly and those with disabilities to any Social Rent Unit provided in the form of a bungalow.
- (b) such amendment of variation thereto to the approved Plan as may subsequently be agreed in writing between the District Council and Qualifying Developing Body.

Mortgagee or Chargee

means a mortgagee or chargee (of the Qualifying Developing Body) or any receiver (including any receiver appointed pursuant to the Law of Property Act 1925) or 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).

Parish/Parishes

means the named parish as constituted at the date of this Deed or any successor parish constituted by order.

Priority Nomination

means a First Instance Area nomination made ONLY in circumstances where:

- (a) A person who does not have a qualifying Local Connection BUT who is nevertheless assessed as statutory homeless or subject to Housing Related Support (either receiving or qualifying for) and who has been given such status as a consequence of any published scheme operated by the District Council, and who;
- (b) Also meets the Qualifying Developing Body's own published allocation criteria, and who;
- (c) Is so nominated by the District Council;

PROVIDED that the District Council's right of nomination in this instance shall not apply to more than 20% of the total number of Affordable Rent Units and/or Social Rent Units (rounded down to the nearest whole unit, where applicable) at any one time on the Site to

which the District Council enjoys such nomination rights unless the Local Lettings Plan shall specify a lower proportion.

**Qualifying
Developing Body**

means a body registered as a social landlord under Part 1 of the Housing Act 1996 or a registered provider of social housing registered under the provisions of Part 2 of the Housing and Regeneration Act 2008 and the identity of which (for the avoidance of doubt) has been approved by the District Council as part of the Affordable Housing Specification and any successor in title being so registered and “Qualifying Developing Bodies” shall be construed accordingly.

Qualifying Person

means:

- (a) In the case of a Social Rent Unit or Affordable Rent Unit, someone who:
 - (i) is assessed as having a need for Affordable Housing, and
 - (ii) is nominated to a property by the District Council or allocated a property by the Qualifying Developing Body strictly in accordance with the specified order of preference of a Local Connection, and
 - (iii) benefits from a Local Connection;

OR who is legally entitled to succession to a tenancy from a Qualifying Person;

OR who is legally entitled to assignment or surrender and re-grant of a tenancy from a Qualifying Person.

- (a) In the case of a Shared Ownership Unit means someone who:
 - (i) is assessed as eligible to purchase a Shared Ownership Unit, and
 - (ii) benefits from a Local Connection;

OR who is the wife, husband or Civil Partner of a Qualifying Person;

OR who is a resident dependent (such as a child) of a Qualifying Person.

**Regulator of Social
Housing**

means the body established under Section 81 of the Housing and Regeneration Act 2008 or any substituted body.

**Shared Ownership
Unit**

means a dwelling sold under a shared ownership lease and complying with the provisions contained in Part 3 of this SCHEDULE 1;

**Rent Regulatory
Framework**

means the rent of any or all Affordable Rent Unit(s) and/or Social Rent Unit(s) and associated service charges (if any) determined from time-to-time in accordance with the current Rent Standard issued by the

Regulator of Social Housing OR relevant successor document which determines or sets out the criteria for determining the maximum permissible rent for such Unit(s) OR in the absence thereof such other formula or criteria for determining the maximum permissible rent for such Units as may from time-to-time be published following consultation by the District Council and notified to the Qualifying Developing Body or any successor in title.

Social Rent Unit means an Affordable Housing Unit to be solely occupied in accordance with this Deed and let by the Qualifying Developing Body under an Appropriate Tenancy for a rent determined and charged in accordance with the Rent Regulatory Framework.

Part 2. Requirements

Requirement for Affordable Housing Specification

- 1 The Owner shall prepare and submit to the District Council an Affordable Housing Specification prior to or simultaneously with a Reserved Matters Application (or the first such application in the event of more than one application).
- 2 There shall be no Commencement of Development approved by the Outline Planning Permission unless and until such time as the Affordable Housing Specification has been submitted to and approved in writing by the District Council.

Parameters of Affordable Housing Specification

- 3 The Affordable Housing Specification shall provide and ensure that:
 - 3.1 A minimum 35% (rounded to the nearest whole number) of the total number of Dwellings to be erected on the Site shall comprise Affordable Housing Units, and
 - 3.2 Unless otherwise agreed beforehand in writing between the Owner and the District Council, the Affordable Housing Units by number shall comprise 60% Social Rent Units (such number to be rounded up to the nearest whole number if a fractional number results), 20% Affordable Rent Units (such number to be rounded down to the nearest whole number if a fractional number results) and 20% Shared Ownership Units (such number to be rounded down to the nearest whole number if a fractional number results); and
 - 3.3 The Affordable Housing Units shall be located either as individual plots or as clusters evenly distributed throughout the Development; each cluster to comprise no more than nine Affordable Housing Units together unless otherwise agreed beforehand in writing between the Owner and the District Council; and
- 4 A minimum of 10% of the total number of Affordable Housing Units shall be provided in the form of 2 bedroom 4 person bungalows. FOR THE AVOIDANCE OF DOUBT it is declared that nothing required to be included in the Affordable Housing Specification shall be construed as requiring anything that may be inconsistent with the Outline Planning Permission.

Procedure

- 5 The District Council shall give notice of the approval, rejection or request for amendment of the Affordable Housing Specification at the earliest opportunity and in any event within eight weeks of the date of EITHER the full submission thereof OR the date of the approval of the Reserved Matters Application: whichever shall be the latter date to occur.
- 6 In the event of the District Council giving notice of its rejection of the Affordable Housing Specification it shall specify its reasons for rejection and specify the measures required to produce an acceptable submission.
- 7 In the event that the District Council reject the Affordable Housing Specification or request its amendment the Owner shall submit a revised Affordable Housing Specification to the District Council whereupon the District Council shall again seek to issue its decision in respect of such Affordable Housing Specification at the earliest possible opportunity on the same terms as in paragraph 5 of this Part 2.
- 8 In the event of a further rejection of the Affordable Housing Specification the Owner may continue to make further submissions to the District Council in order to secure an approval of the Affordable Housing Specification or in the alternative the Owner may seek to refer any dispute or disagreement to an independent expert in accordance with the provisions of Clause 12 of this Deed save that it is agreed (for the avoidance of doubt) that the expert shall not have the power to alter the provisions of this Deed.

Part 3. : Delivery

Provision of Affordable Housing

- 1 There shall be no Commencement of Development approved by the Outline Planning Permission until such time as the Owner has entered into a Contract.
- 2 The provisions of paragraph 1 of this Part 3 shall not apply where the Owner is a Qualifying Developing Body and proposes to carry out the Development itself pursuant to the Outline Planning Permission by building and retaining the freehold ownership of all the Affordable Housing Units PROVIDED for the avoidance of doubt that the requirements of paragraph 2 of Part 2 of this SCHEDULE 1 (restriction on Commencement of Development) shall continue to apply.
- 3 The Affordable Housing shall be provided in accordance with the Affordable Housing Specification approved in accordance with Part 2 of this SCHEDULE 1.
- 4 The rent(s) and any associated service charge(s) (if any) of any and all Affordable Rent Units and Social Rent Units shall be determined and charged in accordance with the Rent Regulatory Framework.
- 5 Where a Shared Ownership Unit is to be provided, such Unit shall only be developed and disposed of in accordance with the following provisions:
 - 5.1 The Shared Ownership Unit shall only be disposed of in accordance with a lease taking the form of the relevant model lease published from time-to-time by Homes England or the Regulator of Social Housing.
 - 5.2 The lease shall qualify as a "permitted lease" as defined for the purposes of the Leasehold and Freehold Reform Act 2024.
 - 5.3 The lease shall be for an initial term of not less than 990 years.

- 5.4 The purchaser shall be entitled to buy an initial share of not less than 10% and not more than 75% based on a percentage of the full market value of the property.
- 5.5 The annual rent (if any) to be charged on the unsold equity of the property shall not exceed 2.75% of the value thereof.

Restrictions on occupancy of open market housing

- 6 No more than fifty per cent (50%) of the Open Market Units to be erected on the Site shall be permitted to be Occupied sold leased transferred or otherwise disposed of until not less than fifty per cent (50%) of the Affordable Housing Units have been completed and are available for Occupation; and
- 7 No more than seventy five per cent (75%) of the Open Market Units to be erected on the Site shall be permitted to be Occupied sold leased transferred or otherwise disposed of until:
- 7.1 all of the Affordable Housing Units have been completed and are available for Occupation; and
- 7.2 the completion and legal transfer to the Qualifying Developing Body of the freehold title to all of the Affordable Housing has occurred and written evidence of such has been submitted to the District Council.

Part 4. : Occupancy

Requirement for Local Lettings Plan

- 1 Unless otherwise agreed in writing beforehand between the District Council and the Owner none of the Affordable Housing Units shall be Occupied unless and until such time as the Qualifying Developing Body approved in accordance with Part 2 of this SCHEDULE 1 shall have submitted for approval to the District Council a Local Lettings Plan AND the same has been approved in writing by the Head of Service.
- 2 The Owner acknowledges and the District Council undertakes that approval of a Local Lettings Plan will not be given unless and until an Affordable Housing Specification has been submitted to and approved by the District Council.

Requirements concerning occupancy etc.

- 3 The Qualifying Developing Body shall notify the District Council in writing of the availability of all Social Rent Units and Affordable Rent Units in respect of the first and all subsequent lettings prior to their occupation in order for the District Council to make nominations in accordance with paragraph 7 of this Part.
- 4 Unless otherwise agreed in writing between the District Council and the Owner the Affordable Housing Units shall not be Occupied at any time otherwise than strictly in accordance with the provisions of this SCHEDULE 1.
- 5 Subject to paragraphs 10 and 11 below occupancy of each Affordable Housing Unit shall be restricted to a single household occupying such unit as their sole or principal residence and which household shall include at least one ordinarily resident member who is a Qualifying Person.
- 6 Except in the specific circumstances prescribed in paragraphs 10 and 11 of this Part 4 below the Qualifying Developing Body shall ensure that all the Affordable Housing Units are let or sold (as the case may be) in accordance with the Local Connection (including,

for the avoidance of doubt, the order of preference therein) and, where applicable, the Local Lettings Plan.

- 7 The District Council shall be entitled to nominate tenants for all Social Rent Units and Affordable Rent Units to be erected on the Site whether in respect of first occupation of such units or any subsequent occupation. Such nomination rights are subject to the following provisions:
 - 7.1 Such rights shall be limited to a period of no more than four weeks from the date that the District Council is given written notice of an available Social Rent Unit or Affordable Rent Unit as the case may be on first letting OR a period of two weeks in the case of any second or subsequent letting, and
 - 7.2 Where the relevant period specified at 7.1 above has expired OR the District Council has given notice beforehand that it does not wish to exercise its nomination rights on that occasion, then the Qualifying Developing Body, shall be entitled to allocate the Social Rent Unit or Affordable Rent Unit as the case may be to any applicant PROVIDED that (for the avoidance of doubt) the provisions of paragraphs 4 and 5 of this Part 4 shall continue to be applied and the Qualifying Developing Body shall give written notification to the District Council of the date and particulars of the letting or sale of any relevant property.
- 8 The Qualifying Developing Body shall at all times manage the Affordable Housing strictly in accordance with its own internal rules together with all relevant rules, standards or regulatory practices set down from time-to-time by the Regulator of Social Housing.
- 9 The Qualifying Developing Body (the identity of whom having been approved in accordance with Part 2 of this SCHEDULE 1) shall not subsequently sell, lease, transfer or otherwise dispose of the Affordable Housing (or any part thereof) without the written consent of the District Council SAVE as provided for in paragraph 10 of this Part 4 or in relation to a Charging Exercise.

Waiver of occupancy controls

- 10 The covenants and restrictions contained in this SCHEDULE 1 shall cease to apply in the event:
 - 10.1 That the provisions contained in paragraph 11 of this Part 4 (hereinafter referred to as the "Mortgagee Protection Clause") apply; OR
 - 10.2 A Qualifying Person who is a tenant of a Social Rent Unit or Affordable Rent Unit who is so entitled exercises any statutory right to purchase their property; OR
 - 10.3 A Qualifying Person who is a leaseholder of a Shared Ownership Unit who is so entitled exercises their contractual right to acquire 100% of the equity of their property;
- PROVIDED THAT in the case of the Mortgagee Protection Clause the procedures and requirement for service of notice had been followed.
- 11 The covenants in this SCHEDULE 1 shall not be binding on a Mortgagee or Chargee of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such Mortgagee or Chargee PROVIDED THAT:
 - 11.1 such Mortgagee or Chargee shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Units, and