

**THE DISTRICT COUNCIL OF TANDRIDGE**

**-and-**

**SURREY COUNTY COUNCIL**

**-and-**

**SLT TRUSTEES LIMITED**

**-and-**

**NUTFIELD PARK (DEVELOPMENTS) LIMITED**

**-and-**

**NICHOLAS FROUDE NEWMAN, JAMES PETER NEWMAN, JAMES MACLEAN AND MW TRUSTEES LIMITED  
AS TRUSTEES OF NM TRUST**

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**DEED OF AGREEMENT PURSUANT TO  
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990  
RELATING TO THE DEVELOPMENT OF LAND AT  
NUTFIELD GREEN PARK, THE FORMER LAPORTE WORKS, NUTFIELD ROAD, NUTFIELD, SURREY, RH1  
4HF  
PLANNING APPLICATION REFERENCE NO. TA/2023/1281  
APPEAL REFERENCE NO. APP/M3645/W/25/3374913**

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THIS DEED OF AGREEMENT is dated the 27<sup>th</sup> day of March

2026

#### BETWEEN

- 1) **THE DISTRICT COUNCIL OF TANDRIDGE** of Council Offices, 8 Station Road East, Oxted, Surrey, RH8 0BT (the “**District Council**”) and
- 2) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate, RH2 8EF (the “**County Council**”) and
- 3) **SLT TRUSTEES LIMITED** (company registration number: 01299864) of 1 New Walk Place, Leicester, United Kingdom, LE1 6RU (“**First Owner**”) and
- 4) **NUTFIELD PARK (DEVELOPMENTS) LIMITED** (company registration number: 11577837) of 3rd Floor 86 - 90 Paul Street, London, England, EC2A 4NE (“**Second Owner**”) and
- 5) **NICHOLAS FROUDE NEWMAN, JAMES PETER NEWMAN, JAMES MACLEAN AND MW TRUSTEES LIMITED** (company registration number: 02630203) of 1 New Walk Place, Leicester, United Kingdom, LE1 6RU as trustees of NM Trust (“**Third Owner**”).

#### RECITALS

- (A) The District Council is the Local Planning Authority and Local Housing Authority for the area within which the Land is situated and the appropriate statutory body to enforce this Deed for the purposes of section 106 of the 1990 Act.
- (B) The County Council is the statutory authority responsible for education and highways for the area within which the Land is situated.
- (C) The First Owner is registered at the Land Registry as proprietor of the freehold title absolute in the part of the Land registered under title number SY842289.
- (D) The Second Owner is registered at the Land Registry as proprietor of the freehold title absolute in the parts of the Land registered under title numbers SY873490, SY885742, SY885743, SY885744, SY885745, SY885746, and SY885747.
- (E) The Third Owner is registered at the Land Registry as proprietor of the freehold title absolute in the part of the Land registered under title number SY873766.
- (F) South Eastern Power Networks PLC (“**SEPN**”) is registered at the Land Registry as proprietor of the part of the Land registered under leasehold title number SGL677801. SEPN will not be carrying out the Development under the Planning Permission, and it has been agreed between the Parties that SEPN is not required to be a party to this Deed.
- (G) Part of the Land is unregistered land.
- (H) The Application was made to the District Council and validated on 20 October 2023.
- (I) By a notice of refusal dated 3 October 2025 the District Council refused Planning Permission for the Development for the reasons set out therein and the Owner has appealed to the Secretary of State against the refusal and enters into this Deed to the intent that any objections of the District Council to the grant of Planning Permission are overcome.
- (J) The Parties agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms directly relate to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010.
- (K) The Owner has agreed to enter into this Deed to regulate the Development as set out herein and in support of the Appeal.

- (L) The District Council is a Local Authority for the purposes of section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate to be conducive to and be incidental to the District Council's functions.
- (M) This Deed is made pursuant to section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the District Council pursuant to the powers contained in section 111 of the Local Government Act 1972 and all other powers so enabling.

## **OPERATIVE PROVISIONS**

**IT IS AGREED** as follows:

### **1. Definitions**

- 1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used, they shall have the following respective meanings and (where applicable) be supplemented by the definitions contained in Paragraphs 1.1 to the relevant Schedule(s).

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Appeal"</b>	means the appeal against the District Council's refusal of the Application which has been made to the Secretary of State and given reference APP/M3645/W/25/3374913;
<b>"Application"</b>	means the application for outline Planning Permission submitted to the District Council to carry out the Development on the Land and given the registered reference number TA/2023/1281;
<b>"Area Habitat Units"</b>	means a Biodiversity Unit that relates to area habitats (which may include woodland, grassland, wetland, coastal, intertidal or other habitat types) as defined by the Biodiversity Metric User Guide;
<b>"Baseline Condition"</b>	means the biodiversity value of the Land prior to the Development calculated in accordance with the Biodiversity Metric as being 455.90 Area Habitat Units, 12.01 Hedgerow Units, and 0.75 Watercourse Units;
<b>"Biodiversity Gain Plan"</b>	means a biodiversity gain plan as defined in paragraph 14 of Schedule 7A to the 1990 Act substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to and approved by the District Council;
<b>"Biodiversity Metric User Guide"</b>	means the user guide published in conjunction with the Biodiversity Metric;
<b>"Biodiversity Metric"</b>	means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of biodiversity net gain;

<p><b>“Biodiversity Net Gain”</b></p>	<p>means an increase in Biodiversity Units on the Land relative to the Baseline Condition resulting from implementing the HMMP of:</p> <ul style="list-style-type: none"> <li>(a) Not less than 102.08 Area Habitat Units;</li> <li>(b) Not less than 8.45 Hedgerow Units; and</li> <li>(c) Not less than 4.40 Watercourse Units</li> </ul> <p>to create or enhance biodiversity;</p>
<p><b>“Biodiversity Unit”</b></p>	<p>means a unit of biodiversity value as measured by the Biodiversity Metric;</p>
<p><b>“BNG Monitoring Contribution”</b></p>	<p>means the sum of £7,880 (seven thousand eight hundred and eighty pounds) Index Linked to be paid by the Owner to the District Council and to be applied by the District Council as a financial contribution towards the District Council’s costs of monitoring compliance with the Owner’s obligations under this Deed in respect of the Land for the purpose of achieving the Biodiversity Net Gain;</p>
<p><b>“C2 Integrated Retirement Community Unit”</b></p>	<p>means a unit within Use Class C2 to be constructed pursuant to the Planning Permission and which includes the terms <b>“C2 Integrated Retirement Community Units”</b> and <b>“Integrated Retirement Community”</b> and all other cognate terms shall be construed accordingly. For the avoidance of doubt, neither:</p> <ul style="list-style-type: none"> <li>(a) any guest accommodation provided as part of the Planning Permission; nor</li> <li>(b) (b) the up to 70 (seventy) care home beds component of the Development are C2 Integrated Retirement Community Units for the purposes of this Deed;</li> </ul>
<p><b>“Care and Wellbeing Package”</b></p>	<p>means the minimum level of care wellbeing and support services that the Owner is required to provide to each Qualifying Person at a cost to be agreed between the Owner and the Qualifying Person and includes the following:</p> <ul style="list-style-type: none"> <li>(a) Provision of at least 2 (two) hours a week of Care Services, as defined in this Deed;</li> <li>(b) Access to care or other member of staff on site 24 (twenty four) hours a day to provide an immediate response in an emergency;</li> <li>(c) The provision of 24 (twenty four) hour security, including detection and call systems;</li> <li>(d) On-site delivery of the Regulated Activity of Personal Care by a Care Quality Commission Registered Service Provider to those who need it (subject to a separate contract) provided</li> </ul>

	<p>that this does not affect the right of the Qualifying Person to choose their own care provider;</p> <p>(e) A regular review and update of the Care and Wellbeing Plan to ensure care and support needs are met;</p> <p>(f) Access to daily meals to Occupiers who need them – which can be taken in 1 (one) of the Communal Facilities or the Occupier’s Unit;</p> <p>(g) Access to and use of the Communal Facilities;</p> <p>(h) Access to pre-arranged activities and classes to encourage health and wellbeing and to promote social interaction; and</p> <p>(i) Access to such further wellbeing and support staff and services as may be required from time to time, which might include domestic support (such as cleaning, laundry, ironing, making beds); housekeeping; property maintenance; shopping; assistance with correspondence, personal and business affairs; companionship; pet care; and arranging Transport Services;</p>
<b>“Care and Wellbeing Plan”</b>	means an individual plan prepared for each Qualifying Person on or immediately following Occupation of the Integrated Retirement Community based on the findings of the Health Assessment, which is regularly reviewed, and its findings implemented to ensure that the Qualifying Person continues to receive an appropriate level and type of care and support as their needs change;
<b>“Care Quality Commission (CQC)”</b>	means the independent regulator of health and social care services in England or any successor body or organisation;
<b>“Care Services”</b>	<p>means the care services provided to each Qualifying Person as part of the Care and Wellbeing Package, which may include any or all of, but are not confined to, the following:</p> <p>(a) Provision and delivery and / or preparation of meals, drinks, and snacks;</p> <p>(b) Advice on food hygiene, nutrition, and menu planning;</p> <p>(c) General health advice including encouragement to undertake physical and cognitive activity;</p> <p>(d) Regular welfare calls and wellbeing checks such as blood pressure;</p> <p>(e) Collection of prescriptions and benefits;</p> <p>(f) Chaperone service to attend clinical and other appointments;</p> <p>(g) Advice on activities to encourage health and wellbeing and promote social interaction, and supervision of such activities;</p> <p>(h) Diabetes management;</p>

	<ul style="list-style-type: none"> <li>(i) Use of on-site Transport Services for external activities and appointments;</li> <li>(j) Hospital discharge support;</li> <li>(k) Organised rehabilitation following a hospital visit or health event;</li> <li>(l) Assistance with getting into and out of bed and dressing;</li> <li>(m) Assistance with personal hygiene activities;</li> <li>(n) Administration of / prompting to take / supervision of medication; and</li> <li>(o) Assistance with eating and drinking</li> </ul> <p>For the avoidance of doubt, the care services provided by the Owner as part of the Care and Wellbeing Plan are not synonymous with the term Personal Care as defined in health and social care legislation, regulations and guidance. The Regulated Activity of Personal Care is organised and paid for as part of a separate contract between the Qualifying Person and their chosen Registered Service Provider, depending on the individual needs of each Qualifying Person;</p>
<b>“Certificate of Completion”</b>	means a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the District Council (such confirmation not to be unreasonably delayed or withheld) or representative/agent;
<b>“Certificate of Practical Completion”</b>	means a certificate to be issued to the Owner by the District Council to certify practical completion of the laying out and/or construction of works relating to all or part of the Open Space Area;
<b>“Class E(e)/F2 Floorspace”</b>	means the up to 1,500 sqm Class E(e)/F2 flexible use floorspace to be provided by the Development pursuant to the Planning Permission;
<b>“Class E(e) Floorspace”</b>	means the floorspace within Class E(e) Floorspace component of the Development permitted for use under Use Class E(e) (medical or health services) of the UCO;
<b>“Communal Facilities”</b>	means: <ul style="list-style-type: none"> <li>(a) the health and wellbeing facilities (which may include but are not restricted to hydrotherapy pool, sauna, steam room, gym, exercise rooms, and treatment rooms); and</li> <li>(b) the other communal facilities (which may include but are not restricted to restaurant, bistro and bar, meeting rooms, hobbies room, lounge and hair salon) to be provided in conjunction with the C2 Integrated Retirement Community Units as part of the Development to be made accessible to visiting members of the public in accordance with the</li> </ul>

	provisions to be agreed between the Owner and the District Council;
<b>“Completion Date”</b>	means the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
<b>“Completion Notice”</b>	means the written notice from the Owner to the District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with Paragraph 2.3 of Schedule 9 of this Deed;
<b>“Commencement of Development”</b>	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words <b>“Commence”</b> and <b>“Commencement”</b> and <b>“Commence Development”</b> shall be construed accordingly;
<b>“Deed”</b>	means this deed of agreement together with all Schedules and Appendices.
<b>“Development”</b>	means development comprising new homes (Use Class C3) and integrated retirement community (Use Classes C2, E(e), F2), creation of new access, landscaping and associated works to facilitate the development, in phases which are severable (outline application with all matters reserved saved for access) on the Land as set out in the Application pursuant to the Appeal;
<b>“District Council Contributions”</b>	means (collectively):  (a) the BNG Monitoring Contribution; (b) the Healthcare Contribution; and (c) the Monitoring Fee;
<b>“Dwelling”</b>	means  (a) any Use Class C3 residential unit; and (b) any C2 Integrated Retirement Community Unit to be erected on the Land pursuant to the Planning Permission (and approved pursuant to the Reserved Matters Approval) including for the avoidance of doubt the Open Market Dwellings and the Affordable Housing Dwellings;
<b>“Early Years Education Contribution”</b>	means the sum of £159,821 (one hundred and fifty nine thousand eight hundred and twenty one pounds) to be used by the County Council for the purpose of providing early years education either towards new facilities and/or the provision of early years education at one or more of the existing early years education establishments

	that are situated in the south east Surrey County areas and includes but is not limited to mainstream early years education;
<b>“F2 Small Local Shop Floorspace”</b>	means the floorspace within the Class E(e) / F2 Floorspace component of the Development permitted for use under Class F2 of the UCO, having a gross internal area not exceeding 280 sqm and restricted to a Class F2(a) small shop use serving the local community;
<b>“Final Certificate”</b>	means a certificate to be issued to the Owner by the District Council to certify that the Maintenance Period has expired and all defects with the relevant works have been remedied to the District Council’s reasonable satisfaction;
<b>“Habitat Creation and Enhancement Works”</b>	means the habitat creation and enhancement works set out in the HMMP (excluding any management or monitoring activities specified in the HMMP);
<b>“Habitat Management and Maintenance Plan”</b>	means the habitat management and maintenance plan (as may be amended from time to time) submitted to and approved by the District Council detailing how the Owner is to deliver the Habitat Creation and Enhancement Works in respect of the Development (or any Phase of the Development) and requiring the delivery of Monitoring Reports, and <b>“HMMP”</b> shall be construed accordingly;
<b>“Health Assessment”</b>	means an assessment of the health care and wellbeing needs of potential residents to be undertaken on or before occupation of a C2 Integrated Retirement Community Unit by an appropriately qualified person and which is used to determine an appropriate Care and Wellbeing Plan for the Qualifying Person; and any further health assessment to be undertaken when the Care and Wellbeing Plan is reviewed;
<b>“Highway Works”</b>	means, unless otherwise agreed in writing by the Owner and the County Council, the works which shall comprise the following: <ul style="list-style-type: none"> <li>(a) A25 site access with continuous footway crossing (as shown indicatively on drawing reference number VD22815-VEC-HGN-NUT-SK-CH-005);</li> <li>(b) New signalised crossing on the A25 to the west of the junction with Cooper’s Hill Road and Church Road (as shown indicatively on drawing reference number 226799_PD15_Rev A);</li> <li>(c) New signalised crossing on the A25 to the east of the junction with Mid Street (as shown indicatively on drawing reference number 226799_PD11);</li> <li>(d) Pedestrian crossing on the A25 to the west of the Development (as shown indicatively on drawing reference number 226799_PD13_Rev A);</li> </ul>

	<p>(e) Alterations to the A25 junction with Mid Street to provide improved capacity on the Mid Street arm (as shown indicatively on drawing reference number 226799_PD11); and</p> <p>(f) Extension of the existing 30mph speed limit to the west of the site access including any traffic calming measures (as shown indicatively on drawing reference number VD22815-VEC-HGN-NUT-SK-CH-005); and</p> <p>(g) Improvements to the off-road section of Sustrans 21 between Cormongers Lane and Cavendish Road in general accordance with 24-0342 NUT and in accordance with the design advice within LTN 1/20 to the extent practicable;</p>
<b>“Highways Agreement”</b>	means an agreement pursuant to inter alia section(s) 38 and/or 278 of the Highways Act 1980 to secure the carrying out of the Highway Works;
<b>“Healthcare Contribution”</b>	means the sum of £215,466 (two hundred and fifteen thousand four hundred and sixty six pounds) payable as a financial contribution to be used specifically towards the provision of health care facilities within the Redhill Phoenix or Care Collaborative (Redhill) Primary Care Networks or successor bodies.
<b>“Hedgerow Units”</b>	means a Biodiversity Unit that relates to hedgerows and lines of trees as defined by the Biodiversity Metric User Guide;
<b>“Implementation of the Planning Permission”</b>	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and the words <b>“Implement”</b> and <b>“Implementation”</b> and other cognate terms shall be construed accordingly <b>AND FOR THE AVOIDANCE OF DOUBT</b> Implementation of the Planning Permission shall not be construed as Commencement of Development for the purposes of this Deed;
<b>“Index Linked”</b>	means adjusted by reference to the relevant index pursuant to the provisions of Clause 18 of this Deed;
<b>“Interest Rate”</b>	means interest at 4% (four per cent) per annum above the base lending rate of the Bank of England from time to time applicable at the actual date of payment;
<b>“Land”</b>	means the land against which this Deed may be enforced as detailed in Schedule 1 and shown edged coloured red on the Plan;
<b>“Maintenance Period”</b>	means a period of 6 (six) months from the issue of the relevant Certificate of Practical Completion;
<b>“Management Company”</b>	means a company to be set up to maintain and manage the Open Space;
<b>“Marketing Period”</b>	means the period of no less than 12 (twelve) months commencing from a date to be agreed in accordance with the Marketing Strategy;

<p><b>“Marketing Strategy”</b></p>	<p>means a written strategy to be followed during the Marketing Period for the purposes of marketing the Self-Build and Custom-Build Plots for sale to prospective purchasers, which may include but is not limited to:</p> <ul style="list-style-type: none"> <li>(a) preparing detailed particulars of the Self-Build and Custom-Build Plots to be advertised locally and regionally;</li> <li>(b) placing advertisements online and in local/regional newspapers;</li> <li>(c) terms and conditions for the disposal of the Self-Build and Custom-Build Plots which shall be no more restrictive or onerous as the terms and conditions for the Open Market Dwellings;</li> <li>(d) details of the pricing mechanism and such information as may be required to satisfy the District Council the proposed disposal price is reasonable and achievable;</li> <li>(e) appointing appropriate local estate agents;</li> <li>(f) including the Self-Build and Custom-Build Plots in marketing and advertising for the sale of the Open Market Dwellings; and</li> <li>(g) the date from which the Marketing Period should commence;</li> </ul>
<p><b>“Monitoring Report”</b></p>	<p>means the monitoring reports to be issued to the District Council as specified in the HMMP and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following first Occupation of the Development;</p>
<p><b>“Monitoring Fee (District Council)”</b></p>	<p>means the sum of £15,841 (fifteen thousand eight hundred forty one pounds) payable in connection with the monitoring and administration of this Deed;</p>
<p><b>“Monitoring Fee (County Council)”</b></p>	<p>means the sum of £4,540 (four thousand five hundred and forty pounds) payable in connection with the monitoring and administration of this Deed by the County Council;</p>
<p><b>“Necessary Consents”</b></p>	<p>means all permissions, consents, approvals, licences, agreements and authorisations required from any competent authority or third party for the carrying out and completion of the Sustrans 21 Improvement Scheme;</p>
<p><b>“Occupation of the Integrated Retirement Community”</b></p>	<p>means the occupation of the Development or any part thereof for use as an Integrated Retirement Community in accordance with the provisions of Class C2 of the UCO;</p>
<p><b>“Occupy”</b></p>	<p>means taking or permitting beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing decoration or marketing of that building nor occupation in relation to site and building security operations <b>AND FOR THE AVOIDANCE OF DOUBT</b> the exchange of contracts for sale of any Dwelling shall constitute</p>

	permitting its occupation and <b>“Occupation”</b> <b>“Occupier”</b> or <b>“Occupied”</b> shall be construed accordingly;
<b>“Open Market Dwellings”</b>	means those Dwellings for sale on the open market and which are not Affordable Housing Dwellings;
<b>“Open Space”</b>	means the communal areas of informal and formal open space to be provided within the Development as shown for indicative purposes only shaded light green on the Land Use Plan drawing ref PL02 (as such plan may be amended or supplemented from time to time with the written agreement of the District Council) appended hereto at Appendix 2 of this Deed;
<b>“Open Space Area”</b>	means an individual area of Open Space as shown on the approved Open Space Phasing Plan;
<b>“Open Space Management Plan”</b>	means a document setting out proposals for the future maintenance and management of the Open Space and which shall include proposals for the formation of a Management Company with responsibility to perform such obligations (as may be amended by agreement with the District Council from time to time);
<b>“Open Space Phasing Plan”</b>	means a document setting out the proposed phased delivery of the Open Space with such document setting out the details of which areas of Open Space will be delivered prior to the first Occupation of specified numbers of Dwellings (as may be amended by agreement with the District Council from time to time);
<b>“Owner”</b>	means the First Owner, the Second Owner, and the Third Owner jointly and severally;
<b>“Parties”</b>	means the Owner, the District Council, and the County Council as the context so requires and <b>“Party”</b> means any one of them;
<b>“Phase”</b>	means a phase for delivery of Affordable Housing Dwellings and Open Market Dwellings as shown on the approved Affordable Housing Plan (as may be amended by agreement with the District Council from time to time);
<b>“Plan”</b>	means the plan of the Land appended hereto at Appendix 1 of this Deed;
<b>“Planning Inspector”</b>	means the Inspector appointed by the Secretary of State to determine the Appeal;
<b>“Planning Permission”</b>	means planning permission for the Development to be granted pursuant to the Appeal subject to conditions;
<b>“Practically Completed”</b>	means the issue of a certificate of practical completion by the Owner’s architect, engineer or other certifying officer as the case may be under the relevant contract and the terms <b>“Practically Complete”</b> and <b>“Practical Completion”</b> and all other cognate terms shall be construed accordingly;

<p><b>“Preparatory Operation”</b></p>	<p>means an operation or item of work of or connected with or ancillary to:</p> <ul style="list-style-type: none"> <li>(a) archaeological investigation;</li> <li>(b) exploratory boreholes and trial pits;</li> <li>(c) site surveys;</li> <li>(d) site clearance;</li> <li>(e) demolition works;</li> <li>(f) diversion decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or utilities;</li> <li>(g) the erection of fences and hoardings around the Land;</li> <li>(h) construction of temporary access and service roads;</li> <li>(i) construction or laying out of a site compound;</li> <li>(j) ecology works; and</li> <li>(k) construction of access roads;</li> </ul>
<p><b>“Qualifying Person Assessment”</b></p>	<p>means an assessment to be undertaken by the Owner prior to exchange of contracts to ensure that the Occupation of each C2 Integrated Retirement Community Unit is restricted to Qualifying Persons and any cohabitee, spouse, or dependant of a Qualifying Person only;</p>
<p><b>“Qualifying Person”</b></p>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) Persons who are (or, where two share accommodation together, at least 1 (one) is) aged 55 (fifty five) years or more at the date of occupation; or</li> <li>(b) Persons who are (or, where two share accommodation together, at least 1 (one) is) suffering from a permanent physical or mental illness or disablement; or</li> <li>(c) Persons whose occupancy has first been approved in writing by the local planning authority; and</li> </ul> <p>in addition to meeting at least one of the above criteria, a Qualifying Person must have entered a contract to receive the Care and Wellbeing Package throughout their Occupation of the Integrated Retirement Community;</p>
<p><b>“Registered Service Provider”</b></p>	<p>means a body registered as a service provider under Chapter 2 of the Health and Social Care Act 2008 (or any comparable register established under any statutory system replacing that chapter) in respect of at least the provision of Personal Care as defined by the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 or any modification or amendment or substitution thereof;</p>

<b>“Reserved Matters Application”</b>	means an application for approval of reserved matters in accordance with the Planning Permission;
<b>“Reserved Matters Approval”</b>	means an approval or approvals given by the District Council pursuant to each and every Reserved Matters Application;
<b>“Secondary School Contribution”</b>	means the sum of £754,366 (seven hundred and fifty four thousand three hundred and sixty six pounds) to be used by the County Council for the purpose of providing secondary education either towards new facilities and/or the provision of secondary education at one or more of the existing secondary schools that are situated in the south east Surrey County areas and includes but is not limited to mainstream secondary education;
<b>“Secretary of State”</b>	means the Secretary of State for Housing, Communities and Local Government or any other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Housing, Communities and Local Government by the Planning Act;
<b>“Section 106 Monitoring Officer (District Council)”</b>	means any such officer appointed by the District Council for the purposes of monitoring planning obligations secured in respect of development proposals;
<b>“Section 106 Monitoring Officer (County Council)”</b>	means the Funding & Infrastructure Agreements Manager or any such officer appointed by the County Council for the purposes of monitoring planning obligations secured in respect of development proposals;
<b>“Self-Build and Custom-Build Plots Scheme”</b>	<p>means a scheme which specifies in relation to the Self-Build and Custom-Build Plots:</p> <ul style="list-style-type: none"> <li>(a) The Marketing Strategy;</li> <li>(b) The timing, location and distribution of the Self-Build and Custom-Build Plots;</li> <li>(c) Details of access to the Self-Build and Custom-Build Plots and their servicing and amenity;</li> <li>(d) The terms on which it is proposed to dispose of the Self-Build and Custom-Build Plots,</li> </ul> <p>and which may be amended from time to time with the written approval of the District Council;</p>
<b>“Self-Build and Custom-Build Plots”</b>	means those 8 (eight) housing plots within the Land which form the outline part of the Application and upon which the Self-Build and Custom-Build Units are to be constructed and disposed of in accordance with the Schedule 8 of this Deed and the term <b>“Self-Build and Custom-Build Plot”</b> shall be construed accordingly;
<b>“Self-Build and Custom-Build Units”</b>	means an Open Market Dwelling which meets the definition at Section 1(A1) and Section 1(A2) of the Self-build and Custom

	Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016 and the Levelling-up and Regeneration Act 2023) and the term <b>“Self-Build and Custom-Build Unit”</b> and all other cognate terms shall be construed accordingly;
<b>“Serviced Condition”</b>	means in relation to the relevant land, the remediation of the land within the Land to a standard fit for its end use and the provision of: <ul style="list-style-type: none"> <li>(a) connections to water, sewers, foul drainage and surface water drainage to SUDS or main drains, gas, wheelchair access, electricity (low and medium voltage connections), telephone, fire hydrants, fibre optic broadband connections and associated ductwork to the boundary of the said land; and</li> <li>(b) unobstructed vehicular and pedestrian access to its boundary over the roads and footways on the Land and those to be adopted as public highway which shall mean that any such road or footway must be fully constructed to the full specification required by the Highway Authority to bring such footway or road to adoptable standard in accordance with a scheme which has first been submitted to and approved by the Council;</li> </ul>
<b>“Service Installations”</b>	means all sewers, drains, pipes, wires, cables, channels, watercourses, ducts, flues, conduits, optic fibres, pumping stations, holding tanks, drainage systems and other conducting media and associated equipment;
<b>“Shell and Core”</b>	means: <ul style="list-style-type: none"> <li>(a) provision of a wind and water tight building envelope with all elements of outside walls and roof, where relevant complete;</li> <li>(b) spaces with exposed walls, floors and soffits;</li> <li>(c) installation of mains services including electricity, water, and telecommunications;</li> <li>(d) provision of a connection to a building wide sprinkler system where required as part of the fire strategy for the Development; and</li> <li>(e) compliance with relevant building regulations insofar as they apply to such space;</li> </ul>
<b>“Statutory Undertakers”</b>	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator and the term <b>“Statutory Undertaker”</b> and all other cognate terms shall be construed according;
<b>“Sustrans 21 Improvement Scheme”</b>	means a written scheme to be prepared by the Owner to be submitted to the County Council for approval in relation to the

	<p>proposed improvements to the western section of Sustrans 21 from Cormongers Lane to Cavendish Road rail bridge being approximately 1752 metres in length and which shall be substantially in accordance with the document reference number 24-0342 NUT appended hereto at Appendix 3 of this Deed and in accordance with the design advice within LTN 1/20 to the extent practicable and which shall include details of:</p> <p>(a) the scope of the improvement works;</p> <p>(b) the costs of the improvement works;</p> <p>(c) the programme for the carrying out and completing of the improvement works; and</p> <p>(d) the relevant appointed contractor(s).</p>
<b>“Sustrans 21 Route”</b>	means for the purposes of this Deed the section of Sustrans 21 between The Inn on the Pond Public House at Nutfield Marsh and the railway bridge at Cavendish Road, Redhill being approximately 2507 metres in length as shown indicatively for illustrative purposes only on document reference number 24-0342 NUT appended hereto at Appendix 3 of this Deed;
<b>“Transport Services”</b>	means the transport services to be provided by the Owner for the use of those in Occupation of the Integrated Retirement Community, their guests and staff as agreed with the Local Planning Authority;
<b>“Travel Plan Auditing Fee”</b>	means the sum of £6,150 (six thousand one hundred and fifty pounds) to be used by the County Council for the purpose of auditing the monitoring of the performance of the Travel Plan;
<b>“TRO Contribution”</b>	means the sum of £3,000 (three thousand pounds) to be used by the County Council towards securing the necessary traffic regulation orders in connection with securing and delivering the Highway Works as defined;
<b>“Use Class C2”</b>	means the use defined as C2 in Part C of Schedule 1 of the UCO or other such successor legislation;
<b>“UCO”</b>	means the Town and Country Planning (Use Classes) Order 1987 (as amended);
<b>“Watercourse Units”</b>	means a Biodiversity Unit that relates to watercourses as defined by the Biodiversity Metric User Guide; and
<b>“Working Day”</b>	means a day which is not a Saturday Sunday bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday.

## 2. Interpretation

2.1 A reference to any Clause Plan Paragraph Schedule Appendix or Recital is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed and

any reference to a Paragraph or Sub-Paragraph within a Schedule shall be a reference to a Paragraph or Sub-Paragraph in that Schedule (unless otherwise stated).

- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed.
- 2.3 Unless the context otherwise requires words importing the singular include the plural and vice versa.
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa.
- 2.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.7 Reference to any Party to this Deed shall include that Party's personal representatives successors and permitted assigns and in the case of the District Council or the County Council (as the case may be) shall include any successor to their respective statutory functions.
- 2.8 Reference to any officer of the District Council or County Council means such officer or such other officer as may be lawfully designated by the District Council or the County Council for the purposes of discharging such duties and functions
- 2.9 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.10 Words denoting an obligation on a Party to do any act matter or thing include an obligation to cause permit or procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.11 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.12 Any words following the terms "including" "include" "in particular" "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms.
- 2.13 Unless otherwise stated all amounts referred to in this Deed are in Pounds Sterling and all references in this Deed to "pounds" or "pence" or "£" are references to the lawful currency of the United Kingdom.
- 2.14 Any financial contributions collected pursuant to the terms of this Deed may be pooled with other funds for use by the receiving party for the purposes for which those contributions were paid **AND FOR THE AVOIDANCE OF DOUBT** any financial contribution may be used towards professional and other fees and investigative works and studies reasonably incurred and/or undertaken by the person receiving the financial contribution in order to achieve the purposes for which the requisite contribution was paid.
- 2.15 In relation to any financial payments and contributions made pursuant to this Deed the District Council or the County Council (as the case may be) shall be entitled to treat any accrued interest or any interest payable under Clause 19 (Interest) as if it were part of the principal sum paid.

### **3. Legal Basis**

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers.

- 3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed:
- (a) are entered into pursuant to the provisions of section 106 of the 1990 Act;
  - (b) are planning obligations for the purposes of section 106 of the 1990 Act;
  - (c) relate to the Land;
  - (d) are entered into with the intent to bind the Owner's interests in the Land as described in recitals (C) to (E) above and each and every part thereof into whosoever hands the same may come;
  - (e) are enforceable by the District Council and the County Council (as the case may be) as Local Planning Authority and statutory authority; and
  - (f) are executed by the respective Parties as a deed.
- 3.3 To the extent that any obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the District Council and the County Council (as the case may be) pursuant to the powers contained in section 111 of Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling.

#### **4. Conditionality**

- 4.1 With the exception of this Clause 4 and Clauses 1, 2, 3, 5.2, 5.3 and Clauses 7 to 24 inclusive (which take effect immediately on the date of this Deed) this Deed is conditional on the issue of the Planning Permission.
- 4.2 Each planning obligation in this Deed is also conditional upon the Secretary of State or his appointed Planning Inspector deciding the Appeal being satisfied that it complies in all respects with Regulation 122 of the Community Infrastructure Regulations 2010 and in the event that the Secretary of State or his Planning Inspector deciding the Appeal expressly states in their decision letter that any individual planning obligation within this Deed is not compliant with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) then that planning obligation or those planning obligations so identified by the Secretary of State or her appointed Planning Inspector will cease to take effect and shall be void for the purposes of this Deed and the Owner shall not be obliged to comply with the terms of that planning obligation PROVIDED ALWAYS THAT:
- (a) the remaining provisions of the Deed shall take effect and remain in effect and enforceable in accordance with the terms of this Deed; and
  - (b) any specific obligation considered deleted by the operation of this Clause will be considered re-instated in the event the decision of the Secretary of State or her appointed Planning Inspector in relation to the obligation is successfully challenged.

#### **5. Owner's Covenants**

- 5.1 The Owner covenants with the District Council and the County Council to perform and observe the covenants obligations restrictions and requirements contained in this Deed including the Schedules hereto.
- 5.2 The Owner shall permit the District Council and the County Council and their authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed SUBJECT TO compliance by the District Council and the County Council and their authorised employees and agents at all times with the Owner's site regulations and reasonable requirements and health and safety law and good practice.
- 5.3 Before completion of this Deed, the Owner covenants to pay:

- (a) to the District Council:
  - (i) the District Council's reasonable legal and administrative costs and disbursements incurred in connection with the negotiation preparation execution completion and registration (as a local land charge) of this Deed; and
  - (ii) the Monitoring Fee (District Council)
- (b) to the County Council:
  - (i) the County Council's reasonable legal and administrative costs in connection with the negotiation and execution of this Deed and officer fees; and
  - (ii) the Monitoring Fee (County Council)

whether or not this Deed is delivered in accordance with Clause 24.

## **6. Councils' Covenants**

- 6.1 The District Council covenants with the Owner that it will perform the District Council's covenants as set out in this Deed and in the event of the Application being refused on Appeal the District Council shall on request by the payer repay any such unspent funds as the District Council is holding to the Owner.
- 6.2 The County Council covenants with the Owner that it will perform the County Council's covenants as set out in this Deed and in the event of the Application being refused on Appeal the County Council shall on request by the payer repay any such unspent funds as the District Council is holding to the Owner.
- 6.3 Any approval, consent, direction, authority agreement or action required of or to be given by the District Council or the County Council under this Deed shall be given in written and shall not be unreasonably withheld or delayed.

## **7. Successors and Exclusions**

- 7.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the District Council and the County Council to the intent that the obligations in this Deed 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 Land or any part thereof.
- 7.2 Save for Clause 5.2 above no planning obligations contained in this Deed shall be binding on any Statutory Undertaker with any existing interest in any part of the Land (including but not limited to SEPN) or who acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services.
- 7.3 No obligations contained in this Deed shall be binding on any freehold or leasehold owners or occupiers of:
  - (a) the individual Dwellings; or
  - (b) the C2 Integrated Retirement Community Units; or
  - (c) the up to 70 (seventy) care home beds; or
  - (d) the up to 1,500 sqm Class E(e)/F2 flexible use floorspace
 (or their respective mortgagees or successors in title) constructed pursuant to the Planning Permission.
- 7.4 Save for any subsisting or antecedent breach non-performance or non-observance of their obligations or other provisions of this Deed arising prior to parting with such interest no person

shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs.

**8. Determination of the Planning Permission**

8.1 Save for Clause 5.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not issued or shall be revoked or modified pursuant to section 97 of the 1990 Act or quashed or otherwise withdrawn (without the consent of the Owner) or expires prior to Implementation of the Planning Permission PROVIDED THAT this sub-clause 8.1 shall have no effect if a planning permission under Sections 73 or 73A of the 1990 Act are granted in respect of the Planning Permission.

8.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification variation or amendment thereof) granted after the date of this Deed.

**9. Section 73 and/or Section 73A Applications and/or Section 96A**

9.1 In the event that the District Council (or the Secretary of State on appeal) grants a planning permission pursuant to an application made under section 73 and/or section 73A and/or section 96A of the 1990 Act in respect of any condition of the Planning Permission (or a subsequent permission to which this clause relates) or non-material amendments, references in this Deed to the Application the Planning Permission and/or the Development shall be deemed to include any such subsequent planning application and planning permission granted pursuant to such application and/or development permitted by such planning permission respectively and this Deed shall take effect and be read and construed accordingly UNLESS the District Council in consultation with the County Council in determining the section 73 and/or section 73A and/or section 96A application (or the Secretary of State determining the section 78 of the 1990 Act appeal in relation to that application) requires consequential amendments to this Deed as are necessary to make the development the subject of the section 73 and/or section 73A and/or section 96A application acceptable in planning terms IN WHICH CASE a separate deed under section 106 or section 106A of the 1990 Act (as the case may be) will be required to secure such planning obligations or other planning benefits as may be determined PROVIDED ALWAYS THAT nothing in this Deed shall in any way fetter the District Council's discretion in consultation with the County Council in relation to the section 73 and/or section 73A and/or section 96A application or the determination thereof.

**10. Disputes**

10.1 Without prejudice to the rights of the District Council or the County Council to take immediate alternative action any dispute arising under this Deed (SAVE FOR the amount of any contribution payable pursuant to this Deed or the due date of payment) shall be referred at the instance of any Party for determination by a single expert whose decision shall (save in the case of manifest error or fraud) be final and binding on the Parties.

10.2 The following provisions and terms of appointment shall apply to such disputes:

(a) if the dispute relates to

(i) transport or highway works engineering demolition or construction works a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 (ten) years' relevant experience in the public or private sector) agreed by the Parties to the dispute but in default of agreement appointed at the request of any of the Parties by or on behalf of the President from time to time of the Institution of Civil Engineers;

- (ii) any building within the Development or any similar matter a chartered surveyor (having not less than 10 (ten) years' relevant experience) agreed by the Parties to the dispute but in default of agreement appointed at the request of either Party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;
- (iii) financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant a chartered accountant (having not less than 10 (ten) years' relevant experience) agreed by the Parties to the dispute but in default of agreement appointed at the request of either Party by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales; and
- (iv) any legal requirement or interpretation or other matter regarding this Deed the same shall be referred to Counsel of at least 10 (ten) years' experience in such matters who shall be appointed in default of agreement between the Owner and the District Council by the President of the Bar Council for England and Wales or his deputy

in all other cases the expert (“Expert”) shall be an independent and suitable person holding appropriate professional qualifications with least 10 (ten) years post qualification experience in the subject matter of the dispute.

- (b) The Expert shall be agreed between the Parties or in the absence of such agreement appointed by the President (or equivalent person) for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and in the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body within 10 (ten) Working Days after a written request by one Party to the other to agree to the appointment of an expert then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of either Party and such solicitor shall act as an expert and his decision as to the Expert or as to the appropriate 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 in equal shares.
- (c) The Expert shall be required to give notice of his appointment to each of the Parties to the dispute.
- (d) The persons calling for the determination shall make written submissions together with any supporting material to the Expert and the other Parties within 10 (ten) Working Days of the date of notification of the Expert's appointment pursuant to Clause 10.2(c).
- (e) The other Parties shall have 10 (ten) Working Days from the receipt of such written submission to make counter written submissions together with any supporting material.
- (f) If exceptionally a Party feels that further submission should be taken into account, the Expert may accept such late submission provided before deciding whether exceptionally to accept further submissions the applying Party shall provide and the Expert will require
  - (i) an explanation as to why it was not submitted as part of the originating submission or counter submission; and
  - (ii) an explanation of how and why the material is relevant; and
  - (iii) the opposing Party's views on whether it should be accepted

AND the Expert will refuse to accept further submissions unless fully satisfied that

- (iv) it is not covered in the submissions already received; and
- (v) it is directly relevant and necessary for his decision; and
- (vi) it would not have been possible for the Party to have provided the submission with the originating submission or counter submission (as the case may be)

AND the Expert will notify the Parties of his decision within 5 (five) Working Days of receipt of the late submission

AND where such further submission is permitted

- (vii) the other Parties shall be entitled to make written submission within 10 (ten) Working Days of the date of notification of the Expert's decision to allow the late submission; and
  - (viii) the Expert may take this into account when making any cost order.
- (g) Allowing for the nature and complexity of the dispute if the Expert is of the opinion that he is likely to need to test the submissions by questioning or to clarify matters arising out of the submissions the Expert may call for the dispute to be heard in an informal round table discussion led by the Expert who shall identify the issues for discussion based on the submissions received.
  - (h) Unless otherwise agreed between the Parties to the dispute the Expert shall disregard any representations made out of time.
  - (i) Any Expert howsoever appointed shall be subject to the express requirement that a decision be reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days
    - (i) after the conclusion of any hearing that takes place; or
    - (ii) after the Expert has received the representations under Clause 10.2(e) or 10.2(f) (as the case may be) or if none the expiry of the period referred to in Clause 10.2(e) or 10.2(f) (as the case may be).
  - (j) The Expert's decision shall be in writing and give reasons for his decision.
  - (k) The Expert's fees shall be payable by the Parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties in equal shares.

## **11. Notices**

- 11.1 Any communication to be given pursuant to this Deed including any notice or authorisation must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below SAVE THAT any of the Parties may by written notice notify the other Parties of an alternative address (which address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below.

<b>The District Council</b>	<b>Tandridge District Council</b>
Address	Council Offices, 8 Station Road East, Oxted, Surrey RH8 0BT Reference TA/2023/1281
With a copy to	The Section 106 Monitoring Officer
<b>The County Council</b>	<b>Surrey County Council</b>
Address	Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate, RH2 8EF Reference TA/2023/1281
With a copy to	Funding & Infrastructure Agreements Manager and also the Director of Environment and Planning
<b>The First Owner</b>	<b>SLT Trustees Limited</b>
Address	1 New Walk Place, Leicester, LE1 6RU
With a copy to	N/A
<b>The Second Owner</b>	<b>Nutfield Park (Developments) Limited</b>
Address	3rd Floor 86 - 90 Paul Street, London, England, EC2A 4NE
With a copy to	N/A
<b>The Third Owner</b>	<b>Nicholas Froude Newman, James Peter Newman, James Maclean and MW Trustees Limited</b>
Address	1 New Walk Place, Leicester, LE1 6RU
With a copy to	N/A

11.2 Any communication given pursuant to this Deed shall conclusively be deemed to have been received

- (a) if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day; or
- (b) if sent by pre-paid first class post or other next Working Day delivery service within the United Kingdom at 09h00 on the day 2 (two) Working Days after the date of posting.

11.3 Any communication by the Owner required pursuant to this Deed shall cite the Clause or Paragraph or Sub-Paragraph of the relevant Schedule to this Deed to which such communication relates.

11.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

## 12. Local Land Charge

- 12.1 This Deed is a local land charge and shall be registered by the District Council as such.
- 12.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the District Council and/or the County Council (as the case may be) for confirmation to that effect and (subject to the payment of the District Council's and/or the County Council's (as the case may be) reasonable costs and charges in connection therewith) upon the District Council and/or the County Council (as the case may be) being satisfied that the relevant obligation or covenant (as the case may be) has been satisfied the District Council and/or the County Council (as the case may be) shall as soon as is reasonably practicable issue a written confirmation to such effect to the Owner.
- 12.3 The District Council shall upon the request of the Owner (and subject to the payment of the District Council's reasonable costs and charges in connection therewith) at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged and the District Council in consultation with the County Council being satisfied that this Deed no longer serves a useful purpose as soon as is reasonably practicable cancel all entries made in the local land charges register in respect of this Deed.

**13. Powers**

- 13.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the District Council or the County Council (as the case may be) under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of its function as a local authority.

**14. Severability**

- 14.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question.

**15. Rights of Third Parties**

- 15.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed.

**16. Change of Ownership and New Interest**

- 16.1 The Owner shall give the District Council and the County Council notice as soon as reasonably practicable of any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all or any part of the Land or change in ownership of any of its interests in the Land (SAVE FOR the transfer lease or assignment of any of the Dwellings, or the up to 70 (seventy) care home beds, or the up to 1,500 sqm Class E(e)/F2 flexible use floorspace) to be constructed in accordance with the Planning Permission to a private individual) occurring before all the obligations under this Deed have been discharged such notice to give:
- (a) the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address); and
  - (b) the nature and extent of the interest disposed of by reference to a plan.
- 16.2 In the event of the District Council considering it appropriate to note the provisions of this Deed against the titles to the Land at H M Land Registry the Owner hereby consents and shall do or concur in doing all things necessary or advantageous to enable the said entries to be made against the interests set out at recitals (C) to (E) of this Deed.

16.3 The Parties agree that a mortgagee of the Land shall have no liability under this Deed UNLESS it takes possession of the Land or any part of the Land in which case the mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner and the security of its charge over the Land shall take effect subject to this Deed.

**17. Waiver**

17.1 No waiver (whether expressed or implied) by the District Council or the County Council (as the case may be) of any breach or default or delay 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 (as the case may be) from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**18. Indexation**

18.1 All the financial contributions payable pursuant to this Deed shall be Index Linked.

18.2 The contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index figure immediately preceding the date of this Deed and the quarterly index figure for the quarter immediately preceding the date of actual payment.

18.3 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the District Council or the County Council (as the case may be) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the District Council or the County Council (as the case may be) shall approve.

18.4 In the event that there is a decrease in the relevant index in this Clause 18 any financial contribution payable pursuant to this Deed shall not fall below the figure set out within this Deed.

**19. Interest on Late Payments**

19.1 If any sum or amount due or outstanding under this Deed has not been paid to the District Council or the County Council (as the case may be) by the date it is due the Owner shall pay the District Council or the County Council (as the case may be) interest on that amount (or any outstanding balance) at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment.

**20. VAT**

20.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT.

20.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Party making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice.

**21. Miscellaneous**

21.1 Where any timeframes or milestones for compliance are specified within this Deed (including for the avoidance of doubt the Schedules to this Deed) then the District Council and/or the County Council (as the case may be) may in its absolute discretion and upon prior written request by the

Owner agree to a varied timeframe or milestone for compliance and any such varied timescale or milestone shall be capable of being enforced by the District Council and/or the County Council (as the case may be) as if it were the original timeframe or milestone for compliance specified within this Deed and the relevant clause or paragraph shall be construed accordingly.

- 21.2 Any plan or strategy or specification or scheme required to be submitted pursuant to this Deed may be updated from time to time with the approval of the District Council and/or County Council (as applicable) and any such amended plan or strategy or specification or scheme shall be enforceable by the District Council and/or the County Council (as applicable) as if it were the original plan or strategy or specification or scheme and the relevant clause or paragraph shall be construed accordingly.
- 21.3 Nothing in this Deed shall prevent the Owner from paying any financial contribution herein prior to the relevant due date and the District Council and County Council shall at all times act reasonably in accepting, acknowledging and/or facilitating the receipt of such payment.
- 21.4 The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

## **22. Agreements and Declarations**

- 22.1 The Parties agree that
- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
  - (b) nothing in this Deed grants planning permission or any other approval consent or permission required from the District in the exercise of any other statutory function.

## **23. Governing Law**

- 23.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 23.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

## **24. Delivery**

- 24.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause and Clause 5.3 which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## Schedule 1 The Land

- 1.1 The land against which this Deed is enforceable comprises all that land and premises situated at Nutfield Green Park, The Former Laporte Works, Nutfield Road, Nutfield, Surrey RH1 4HF as shown indicatively for illustrative purposes shaded red on the Plan.

## Schedule 2 Notices

### 1. Interpretation of this Schedule

- 1.1 Unless the context otherwise requires the terms and expressions used in this Schedule shall have the meanings defined in Clause 1.1 and Paragraph 1.1 of the Schedules.

### 2. Notices

- 2.1 Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner hereby covenants that:

#### **Notification of Implementation of Planning Permission**

- 2.2 it shall provide the District Council and the County Council with no less than 20 (twenty) Working Days prior notice of the intended date of Implementation;
- 2.3 it shall subsequently notify the District Council and the County Council promptly and in any event within 5 (five) Working Days of the actual date of Implementation;

#### **Notification of Commencement of Development**

- 2.4 it shall provide the District Council and the County Council with no less than 20 (twenty) Working Days prior notice of the intended date of Commencement of Development;
- 2.5 it shall notify the District Council and the County Council promptly and in any event within 5 (five) Working Days of the actual date of Commencement;

#### **Notification of Occupation**

- 2.6 it shall provide the District Council and the County Council with no less than 20 (twenty) Working Days prior notice of the intended date of:
- (a) first Occupation of the Development;
  - (b) Occupation of 25% (twenty five per cent) of the Dwellings in the Development;
  - (c) Occupation of 75% (seventy five per cent) of the Dwellings of each Phase of the Development;
- 2.7 it shall notify the District Council and the County Council promptly and in any event within 5 (five) Working Days of the actual date of:
- (a) first Occupation of the Development;
  - (b) Occupation of 25% (twenty five per cent) of the Dwellings in the Development; and
  - (c) Occupation of 75% (seventy five per cent) of the Dwellings of each Phase of the Development.

## Schedule 3 Owner's Covenants

### 1. Financial Contributions

- 1.1 The Owner covenants that it shall pay to the County Council the Early Years Education Contribution, the Secondary School Contribution, the Bus Service Up-Front Contribution and the Healthcare Contribution prior to first Occupation of the Development and covenants further that it shall not Occupy nor permit first Occupation of the Development unless and until the Early Years Education Contribution, the Secondary School Contribution, the Bus Service Up-Front, and the Healthcare Contribution have been paid to the County Council.
- 1.2 The Owner covenants that it shall pay to the County Council the Travel Plan Auditing Fee prior to Occupation of the Development and covenants further that it shall not first Occupy the Development or permit first Occupation of the Development unless and until the Travel Plan Auditing Fee has been paid to the County Council.
- 1.3 The Owner covenants that it shall pay the County Council the TRO Contribution within 28 (twenty eight) days of written request from the County Council.
- 1.4 The Owner covenants that it shall pay the Bus Service Contribution in annual instalments in accordance with the terms set out in Schedule 6 of this Deed.
- 1.5 The Owner covenants that it shall pay the Monitoring Fee (District Council) to the District Council on completion of this Deed.
- 1.6 The Owner covenants that it shall pay the Monitoring Fee (County Council) to the County Council on completion of this Deed.

### 2. Highways Improvements

- 2.1 The Owner covenants with the District Council and the County Council as follows:
- (a) to enter into a Highways Agreement with the County Council for the completion of the Highway Works; and
  - (b) not to cause or permit first Occupation of the Development unless and until the Highway Works have been completed in line with the Highways Agreement.

### 3. 1,500 sqm Class E(e)/F2 Flexible Use Floorspace

- 3.1 The Owner covenants with the District Council as follows:
- (a) to Practically Complete the Class E(e) Floorspace to Shell and Core standard prior to the Occupation of more than 50 (fifty) Dwellings;
  - (b) to make the Class E(e) Floorspace available for Occupation for use under Class E(e) of the UCO;
  - (c) to Practically Complete the F2 Small Local Shop Unit to Shell and Core standard prior to Occupation of more than 50 (fifty) Dwellings;
  - (d) to make the Class F2(a) Floorspace available for Occupation for use under Class F2(a) of the UCO;
  - (e) that the F2 Small Local Shop Unit shall be used only for a Class F2(a) use and shall not be used for any other Use Class within the UCO without the prior written consent of the District Council;

- (f) not to amalgamate the F2 Small Local Shop Floorspace with any other unit, nor subdivide it, nor undertake works that would result in it exceeding 280 sqm, nor change its principal character without the prior written consent of the District Council; and
- (g) to notify the Council within 5 (five) Working Days of the following events:
  - (i) Practical Completion of the Class E(e) Floorspace;
  - (ii) Practical Completion of the F2 Small Local Shop Floorspace;
  - (iii) Occupation of the Class E(e) Floorspace; and
  - (iv) Occupation of the F2 Small Local Shop Floorspace.

## Schedule 4 Affordable Housing

### 1. Interpretation of this Schedule

This Schedule shall regulate those Dwellings to be delivered and disposed of as Affordable Dwellings and unless the context otherwise requires where in this Schedule the following defined terms and expressions are used, they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 of this Deed.

<b>"Affordable Housing Dwellings"</b>	<p>means the provision of 50% (fifty percent) of the total number of Dwellings for use as Affordable Housing consisting of:</p> <ul style="list-style-type: none"> <li>(a) in the case of the Use Class C3 residential units a mix of Affordable Rented/Social Rent Housing and Shared Ownership or</li> <li>(b) in the case of the Owner electing for a proportion of the C2 Integrated Retirement Community Units to be provided as Affordable Housing such other Affordable Housing tenure as may be agreed in writing with the District Council and which shall in either case be built in compliance with the relevant Standards (the exact size and mix of which is to be determined in accordance with the Deed);</li> </ul>
<b>"Affordable Housing"</b>	<p>means housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided for in conformity with the advice contained in the National Planning Policy Framework published by the Ministry of Housing, Communities and Local Government;</p>
<b>"Affordable Housing Plan"</b>	<p>means a plan approved in accordance with this Deed for the provision of the Affordable Housing Dwellings to be provided by the Owner on the Land which sets out the location of the Affordable Housing Dwellings on the land and the phased delivery of the Affordable Housing Dwellings and Open Market Dwellings on the Land or such other scheme as may be approved by the District Council from time to time;</p>
<b>"Affordable Housing Scheme"</b>	<p>means a scheme for the provision of Affordable Housing Dwellings on the Land which shall include the number, size, type and tenure mix of the Affordable Housing Dwellings to reflect a tenure mix of the Affordable Housing Dwellings comprising of:</p> <ul style="list-style-type: none"> <li>(a) in the case of the Use Class C3 residential units to be provided as Affordable Housing Dwellings, 75% (seventy five per cent) Affordable Rent/Social Rent (rounded to the nearest whole number) and 25% (twenty five percent) Shared Ownership (rounded to the nearest whole number); and</li> </ul>

	(b) in the case of the Owner electing for a proportion of the C2 Integrated Retirement Community Units to be provided as Affordable Housing Dwellings, an Affordable Housing tenure mix to be agreed with the District Council in writing and which shall in either case meet the range of Affordable Housing needs in the locality;
<b>"Affordable Rented Housing Units"</b>	means an Affordable Housing Unit as identified on the Affordable Housing Plan which is rented housing let by Registered Providers of social housing to households who are eligible for social rented housing and which shall be subject to rent controls that require a rent of no more than 80% (eighty per cent) of the local market rent (including service charges where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND the rent levels shall not at any time (unless otherwise agreed in writing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and Affordable Rented shall be construed accordingly;
<b>"Affordable Rented Housing"</b>	means Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible for social rented housing where the rent level is capped at 80% (eighty per cent) of the local market rent (including any service charges where applicable);
<b>"Allocation Scheme"</b>	means the scheme adopted by the Local Planning Authority from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended;
<b>"HE"</b>	means the body known as Homes England established pursuant to Part 1 of the Housing and Regeneration Act 2008 or any successor body performing substantially the same functions;
<b>"Local Housing Allowance"</b>	means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department for Works and Pensions or such similar framework that may replace it;
<b>"Nominations Agreement"</b>	means an agreement to be agreed between the Owner and the District Council to determine the occupancy of the Affordable Rented Units and Shared Ownership Units substantially in the form of the draft annexed hereto at Appendix 4 of this Deed and which shall provide for the following terms:  (a) the District Council's nomination rights shall be in respect of 100% (one hundred per cent) of the Affordable Rented

	<p>Units in respect of the first Occupation of each Affordable Rented Unit and 75% (seventy five per cent) of the Affordable Rented Units in respect of each subsequent Occupation thereof; and</p> <p>(b) the Nominations Agreement shall include mortgagee protection provisions in the same form as included in this Appendix 4 of this Deed.;</p>
<b>"Protected Occupier"</b>	<p>means in respect of an Affordable Housing Dwelling a person who:</p> <p>(a) has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force;</p> <p>(b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force; and</p> <p>(c) has been granted a lease of Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Registered Provider 100% (one hundred per cent) of the equity from them and owns the entire unit of Shared Ownership Housing;</p>
<b>"Registered Provider"</b>	<p>means</p> <p>(a) any person body or entity which is registered as a provider of social housing with the RSH in accordance with section 80(2) and Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 and has not been removed from the register (including its successors and assigns); or</p> <p>(b) the District Council;</p>
<b>"RSH"</b>	<p>means the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any successor body with equivalent regulatory functions;</p>
<b>"Shared Ownership Lease"</b>	<p>means a lease which accords with HE's model form of Lease issued from time to time;</p>
<b>"Shared Ownership Housing"</b>	<p>means the Affordable Dwellings to be occupied by persons who are in Housing Need whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% (ten per cent) and not more than 75% (seventy five per cent) and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% (one hundred per cent);</p>
<b>"Social Rented Unit"</b>	<p>means an Affordable Housing Unit which is rented housing owned and managed by local authorities and Registered Providers, for</p>

	which guideline target rents are determined through national rent regime or provided under equivalent rental arrangements as agreed in writing with the District Council or with Homes England and the rent levels shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and Social Rented shall be construed accordingly;
"Standards"	means in the case of the of the Use Class C3 residential units to be provided as Affordable Housing Dwellings built in accordance with the standards requirements and latest guidance issued by HE and/or the RSH and to meet the minimum national space standards of 1b2p, 2b4p, 3b5p etc.

## 2. General Provisions

The Owner covenants with the District Council as follows:

- 2.1 to submit to the District Council for approval as part of each Reserved Matters Application the Affordable Housing Plan and the Affordable Housing Scheme;
- 2.2 to provide the Affordable Housing Dwellings in accordance with this Deed and the Planning Permission **AND FOR THE AVOIDANCE OF DOUBT** a minimum of 50% (fifty per cent) of the total number of Dwellings comprised within the Development shall be Affordable Housing Dwellings;
- 2.3 not to Commence Construction of any Affordable Housing Dwellings until it has submitted to the District Council the name of the chosen Registered Provider;
- 2.4 for the Affordable Housing to be let in accordance with the Nominations Agreement and any applicable Local Lettings Plan that might be in place at the time of first letting;
- 2.5 to construct 100% (one hundred per cent) of the Affordable Housing Dwellings in any Phase and make the same ready for Occupation in accordance with the relevant Standards to the reasonable satisfaction of the District Council as part of the Development upon the Land prior to the first Occupation of more than 75% (seventy five per cent) of the Open Market Dwellings in that Phase;
- 2.6 not to permit more than 75% (seventy five per cent) of the Open Market Dwellings in a Phase to be first Occupied unless and until all of the Affordable Housing Dwellings in that Phase have been completed and either the freehold ownership or a minimum 125 (one hundred and twenty five) year lease has been transferred/granted to a Registered Provider on the terms set out in Paragraph 3 of this Schedule;

## 3. Transfer of the Affordable Housing Dwellings

The Affordable Housing Dwellings shall be transferred:

- 3.1 with vacant possession;
- 3.2 subject to any easements wayleaves and rights over on an under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer;
- 3.3 free from any charge or other encumbrances which would prevent the same from being used for the development and subsequent use of them as Affordable Housing;
- 3.4 with full title guarantee;

- 3.5 cleared of debris and building materials; and
- 3.6 with all necessary rights of access and services.

**4. Occupation of the Affordable Dwellings**

- 4.1 Subject to the above, the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and shall not be Occupied until the Registered Provider has executed the Nominations Agreement and delivered the same to the District Council.

**5. Affordable Housing Mortgagee Sale Provisions**

- 5.1 The Affordable Housing provisions in this Deed shall not be binding on a mortgagee of a Registered Provider or the whole or any part of the Affordable Housing Dwellings or any person or bodies deriving title through such mortgagee PROVIDED THAT:

- (a) such mortgagee shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwelling to another Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not been completed within the 3 (three) month period, the mortgagee shall be entitled to dispose of the Affordable Housing Dwelling free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

## Schedule 5 Open Space

The Owner covenants with the District Council as follows:

1. Not to Occupy nor permit or allow first Occupation of the Development until the Owner has submitted to the District Council the Open Space Management Plan for the District Council's written approval and until such approval is given in writing by the District Council.
2. Not to:
  - 2.1 erect any Dwellings on the Open Space; or
  - 2.2 use the Open Space other than for open space and outdoor recreation for the lifetime of the Development subject to Paragraph 7 of this Schedule.
3. To submit to the District Council for its written approval an Open Space Phasing Plan at the same time as submission of the first Reserved Matters Application relating to the layout of the Development.
4. To construct and deliver the Open Space in accordance with the triggers set out in the approved Open Space Phasing Plan and not to Occupy more than the relevant numbers of Dwellings specified within the approved Open Space Phasing Plan until such time as the relevant Open Space Areas linked to those Dwellings (as shown on the Open Space Phasing Plan) have been constructed and delivered).
5. Following the completion of the Open Space Area, the Owner shall forthwith serve notice on the District Council inviting it to inspect the completed Open Space Area and issue a Certificate of Practical Completion confirming that the Open Space Area has been completed to its reasonable satisfaction:
  - 5.1 if the District Council chooses to inspect the Open Space Area and identifies necessary remedial works, the Owner shall complete such remedial works to the reasonable satisfaction of the District Council as soon as reasonably practicable; and
  - 5.2 upon completion of any remedial works the Owner shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to Paragraph 5.1 and issue a Certificate of Practical Completion confirming that the relevant Open Space Area has been completed to its reasonable satisfaction PROVIDED THAT:
    - (a) if the District Council fails to inspect the relevant Open Space Area within 20 (twenty) Working Days after receipt of the invitation from the Owner; or
    - (b) fails to issue a Certificate of Practical Completion within 20 (twenty) Working Day after the inspection and no remedial works have been notified to the Owner by the District Council in writing during the 20 (twenty) Working Day periodthen the Certificate of Practical Completion shall be deemed to have been issued at those specified periods; and
  - (c) the inspection procedure identified in Paragraph 5 of this Schedule may be repeated until such time as the District Council issues a Certificate of Practical Completion or a Certificate of Practical Completion shall be deemed to have been issued in relation to the relevant Open Space Area.
6. Following issue or deemed issue of a Certificate of Practical Completion in respect of any relevant Open Space Area the Owner shall maintain the relevant Open Space Area for the Maintenance Period to the reasonable satisfaction of the District Council.

7. To allow access to the relevant Open Space Area from the date of issue of the Certificate of Practical Completion to members of the public on a permissive basis only for the purposes of recreation and play subject to reasonable regulations PROVIDED THAT where it is reasonably necessary to do so the Owner shall not be prevented from:
  - (a) closing such areas (or any part thereof) for the purpose of maintenance, repair, decoration, replacement or alterations to any Service Installations equipment, building or land on or abutting such areas (or any part thereof) for such period or periods as may be reasonably necessary to carry out and complete such maintenance, repair, decoration, replacement or alterations;
  - (b) working on such areas (or any part thereof) as necessary in connection with the maintenance, repair, decoration, replacement or alteration of the Development or any part thereof;
  - (c) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing and nuisance or annoyance;
  - (d) closing such areas (or any part thereof) at any time on the advice of an officer in public authority (whether temporarily or permanently but only for so long as is necessary) in the event of there being a security risk or alert in the vicinity;
  - (e) Erecting barriers or gates whether temporarily or permanently to facilitate closure of such areas (or any part thereof) in the event of there being a security risk or alert in the vicinity;
  - (f) closing such areas (or any part thereof) during the hours of darkness; and
  - (g) closing such areas (or any part thereof) temporarily for not more than 1 (one) day per year to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.
8. On expiration of the Maintenance Period in respect of the relevant Open Space Area the Owner shall:
  - 8.1 either, as the Owner may determine acting reasonably:
    - (a) provide an inspection report relating to the relevant Open Space Area to be conducted in accordance with the District Council's reasonable specification to identify whether any remedial works are required in respect of the relevant Open Space Area; or
    - (b) invite the District Council to inspect the relevant Open Space Area to identify whether any remedial works are required in respect of the relevant Open Space Area and pay the District Council's reasonable and properly incurred costs in carrying out the said inspection.
  - 8.2 if the inspection identifies necessary remedial works, to complete such remedial works to the reasonable satisfaction of the District Council as soon as reasonably practicable thereafter;
  - 8.3 upon completion of any remedial works to serve notice on the District Council inviting it to respect the remedial works identified pursuant to Paragraph 8.2 above and issue a Final Certificate confirming that the relevant Open Space Area has been maintained to its reasonable satisfaction  
 PROVIDED THAT:
    - (a) if the District Council fails to inspect the relevant Open Space Area within 20 (twenty) Working Days after receipt of the invitation from the Owner; or
    - (b) fails to issue a Final Certificate within 20 (twenty) Working Day after the inspection and no remedial works have been notified to the Owner by the District Council in writing during the 20 (twenty) Working Day period; or

- (c) fails to issue a Final Certificate within 20 (twenty) Working Days of submission of the inspection report to the District Council by the Owner where no remedial works have been identified by that report,

then the Final Certificate shall be deemed to have been issued at the end of these specified periods; and

- (d) The inspection procedure identified in Paragraph 8 above may be repeated until such time as the District Council issues a Final Certificate or a Final Certificate shall be deemed to have been issued in relation to the relevant Open Space Area.

- 9. Subject to Paragraph 10 below, as soon as reasonably practicable after the issue of the Final Certificate in respect of the final Open Space Area, the Owner shall transfer the final Open Space Area to the Management Company in accordance with the approved Open Space Management Plan and shall be subject to such rights as the Owner shall reasonably reserve for the benefit of the rest of the Development in respect of any Service Installations and with covenants that:
  - 9.1 the Open Space shall not be used otherwise than as an area of open space and for outdoor recreation subject to the rights set out in Paragraph 7 of the Schedule; and
  - 9.2 the Management Company shall maintain the Open Space on the Development in accordance with the Open Space Management Plan as approved in writing by the District Council for the lifetime of the Development.
- 10. The Owner shall maintain the Open Space on the Development in accordance with the Open Space Management Plan as approved in writing by the District Council pursuant to the Open Space Management Plan until such time as a relevant Open Space Area is transferred to the Management Company subject to the rights of the Owner in Paragraph 7 of this Schedule and the Owner shall procure the transfer to the Management Company of an obligation to maintain the relevant Open Space for the lifetime of the Development and following such transfer the obligations in this Deed relating to the relevant Open Space Area shall only be enforceable against the Management Company and not against any other party.

## Schedule 6 Bus Services

### 1. Interpretation of this Schedule

1.1 This Schedule shall regulate the provision of the Bus Service and unless the context otherwise requires where in this Schedule the following defined terms and expressions are used, they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 of this Deed.

<b>“Bus Service”</b>	means the provision of the Surrey Connect DDRT service or similar service that may replace it for Nutfield Green Park pursuant to the approved Bus Service Specification to serve the Development and which shall be substantially in accordance with the <b>“Bus Service Specification”</b> definition;
<b>“Bus Service Contribution”</b>	means the sum of £3,700,000 (three million seven hundred thousand pounds) Index Linked to be paid to the County Council in instalments as specified in Paragraph 4 of this Schedule 6 of this Deed and which shall be used by the County Council for the purposes of the provision or procuring of the Bus Service in accordance with the Bus Service Specification;
<b>“Bus Service Specification”</b>	<p>means the specification for the Bus Service to be provided by or on behalf of the County Council pursuant to Paragraph 2.1(a) of Schedule 11 of this Deed and which shall, among other things:</p> <ul style="list-style-type: none"> <li>(a) set out the details proposed of the Bus Service to serve the Development;</li> <li>(b) facilitate the provision and use of the Bus Service by those resident and employed at the Development and by the local community; and</li> <li>(c) make provision for the following minimum level of service comprising: <ul style="list-style-type: none"> <li>(i) the provision of a dedicated one vehicle Surrey Connect DDRT service or similar service that may replace it for Nutfield Green Park, establishing an operating zone with a circa 5-mile radius, including important local destinations residents and those employed at the Development would wish to access;</li> <li>(ii) the use of the existing County Council digital booking/scheduling platform, and call centre facilities; and</li> <li>(iii) with operating hours for the Bus Service on Mondays to Saturdays between 6am and 11pm and Sundays between 8am and 10pm</li> </ul> </li> </ul>

	and which may be amended from time to time with the agreement of the County Council;
<b>“Bus Service Up-Front Contribution ”</b>	means the sum of £300,000 (three hundred thousand pounds)) Index Linked to be paid to the County Council pursuant to Paragraph 1 of this Schedule 6 of this Deed and which shall be used by the County Council for the purposes of supporting the establishment and first 2 (two) years of operation of the Bus Service; and
<b>“Escrow Account”</b>	means a bank or similar financial institution account established pursuant to an escrow agreement in which the Owner will deposit the specified Bus Service Contributions instalments payable pursuant to Paragraph 3 of Schedule 6 of this Deed with the funds to be released from the Escrow Account to the County Council for the purposes of funding the annual operating cost of the Bus Service pursuant to Paragraph 7 of Schedule 6 of this Deed.

The Owner hereby covenants to the County Council as follows:

2. to pay the Bus Service Up-Front Contribution to the County Council prior to Occupation of the Development;
3. not to cause or permit the Occupation of the Development until it has paid the Bus Service Up-Front Contribution to the County Council;
4. to pay the Bus Service Contribution to the County Council in annual instalments of £148,000 (one hundred and forty eight thousand pounds) (Index Linked) for a period of 25 (twenty five) years. The first instalment shall be payable on or before the third anniversary of the Occupation of the Development, with each subsequent instalment payable on or before every subsequent annual anniversary of the Occupation of the Development thereafter for the said period of 25 (twenty five) years;
5. for the avoidance of doubt, when the Bus Service Contribution instalments are aggregated with the Bus Service Up-Front Contribution, the total contribution payable by the Owner to the County Council for the purposes of the provision or procuring of the Bus Service in accordance with the Bus Service Specification shall not exceed the amount of £4,000,000 (four million pounds) (Index Linked);
6. prior to the third anniversary of the Occupation of the Development, to establish the Escrow Account to secure the Bus Service Contribution instalments payable pursuant to Paragraph 4 of this Schedule 6 of this Deed;
7. to ensure that at all relevant times sufficient cleared funds are in the Escrow Account to cover 3 (three) years of the Bus Service Contribution instalments payable pursuant to the terms of Paragraph 4 of this Schedule 6 of this Deed and to provide written evidence of the same to the County Council on making each payment;
8. the County Council shall be entitled to draw down from the Escrow Account the relevant annual Bus Service Contribution instalment payable on the due date pursuant to Paragraph 4 of this Schedule 6 of this Deed;

9. if there is any shortfall in the Escrow Account on any payment due date pursuant to Paragraph 3 of this Schedule 6 of this Deed to forthwith replenish the Escrow Account to the required level to meet the relevant Bus Service Contribution annual instalment payable PROVIDED ALWAYS THAT the Owner's total liability in respect of the Bus Service Contribution and the Bus Service Up-Front Contribution shall not exceed £4,000,000 (four million pounds) (Index Linked);
10. it is hereby agreed between the Owner and the County Council that:
  - 10.1 any interest accrued on the Escrow Account shall belong to the County Council to be used for the purposes of the provision of the Bus Service PROVIDED THAT it is hereby agreed and acknowledged by the Owner and the County Council that, if applicable, a corresponding reduction shall be made to the relevant Bus Service Contribution instalments payable pursuant to this Schedule to take account of any accrued interest with such a reconciliation exercise to be carried out at the relevant review of the Bus Service to be undertaken pursuant to Paragraph 2 of Schedule 11 of this Deed; and
  - 10.2 any costs associated with establishing and maintaining the Escrow Account shall be borne by the Owner.

## Schedule 7 Integrated Retirement Community

The Owner hereby covenants with the District Council as follows:

1. to restrict the use of the C2 Integrated Retirement Community Units to Use Class C2 of the Town and Country Planning Use Classes Order 1987 as amended or any replacement of such Order at any time;
2. to restrict Occupation of the C2 Integrated Retirement Community Units to Qualifying Persons and any cohabitee, spouse, or dependant of a Qualifying Person;
3. prior to Occupation of the Integrated Retirement Community to procure the services of a Registered Service Provider which might be the Owner or a third party to operate and have an office at the Integrated Retirement Community;
4. for the avoidance of doubt the cohabitee, spouse or dependant of a Qualifying Person is also permitted to live at the Integrated Retirement Community, and in the event of the death of the Qualifying Person the cohabitee, spouse or dependant of that Qualifying Person is permitted to remain in Occupation, irrespective of their age or dependency. In the event of the death of that cohabitee, spouse, or dependant the new Occupier must meet the Qualifying Person criteria.
5. to ensure that a Health Assessment is undertaken for each Qualifying Person on or before Occupation to identify the level and type of care and other support and assistance they require;
6. on or before Occupation of the Integrated Retirement Community by a new Occupier to put in place a Care and Wellbeing Plan for each Qualifying Person who is to take up Occupation which shall be reviewed and updated on a regular basis to ensure the Qualifying Person continues to receive the most appropriate level and type of care and support as their needs change;
7. to make available on reasonable request of the District Council evidence to show that its commitments in terms of Qualifying Person Assessments and Care and Wellbeing Plans are being met provided that such evidence shall not breach confidentiality commitments or obligations to the Qualifying Person;
8. at all times to provide the minimum level of care wellbeing and support services set out in the Care and Wellbeing Package; and
9. to make arrangements for such additional care and support services as may be required over and above the Care and Wellbeing Package, either on its own or through a Registered Service Provider or through a combination of services to be provided by the Owner and Registered Service Provider subject to the payment of additional fees by the Qualifying Person on commercial terms to be agreed and further subject to the right of that Qualifying Person to procure such additional care and support from their chosen provider.

## Schedule 8 Self and Custom Builds

The Owner covenants to the District Council as follows:

1. to submit the Self-Build and Custom-Build Plots Scheme (which shall include the Marketing Strategy) to the District Council for its approval prior to Commencement of the relevant Phase or Phases of the Development which are to include Self-Build and Custom-Build Units and not to Commence work on the relevant Phase or Phases of the Development until:
  - 1.1 it has submitted the Self-Build and Custom-Build Plots Scheme (including the Marketing Strategy) to the District Council; and
  - 1.2 the District Council has approved the Self-Build and Custom-Build Plots Scheme (including the Marketing Strategy) in writing;
2. thereafter to provide the Self-Build and Custom-Build Plots as part of the relevant Phase or Phases of the Development:
  - 2.1 in a Serviced Condition; and
  - 2.2 in accordance with the approved Self-Build and Custom-Build Plots Scheme;
3. not to cause or permit Occupation of more than 85% (eighty five per cent) of the Dwellings on the Development unless and until all of the Self-Build and Custom-Build Plots have been:
  - 3.1 laid out in a Serviced Condition; and
  - 3.2 provided in accordance with this Deed and the approved Self-Build and Custom-Build Plots Scheme  
PROVIDED THAT where Paragraph 8.2 of this Schedule applies any further marketing period shall not prevent further Occupation of the Dwellings;
4. not to cause or permit the disposal, use or Occupation of the Self-Build and Custom-Build Plots other than as Self-Build and Custom-Build Units, unless otherwise approved in writing by the District Council pursuant to Paragraph 8.1;

### Marketing

5. to market and advertise the availability for disposal of the Self-Build and Custom-Build Plots during the Marketing Period in accordance with the Marketing Strategy;

### Terms of Disposal

6. to act reasonably and in good faith throughout the marketing and negotiation of the disposal of the Self-Build and Custom-Build Plots to purchasers; and that the disposal of each Self-Build and Custom-Build Plot shall be:
  - 6.1 transferred for the purpose of developing a Self-Build and Custom-Build Unit;
  - 6.2 disposed of in a Serviced Condition; and
  - 6.3 in accordance with the information approved by the Council as part of the Marketing Strategy;

### Release

7. if at the expiration of the Marketing Period any Self-Build and Custom-Build Plots have not been disposed of, the Owner shall:
  - 7.1 provide evidence to the District Council that the approved Marketing Strategy has been carried out for the Marketing Period;
  - 7.2 provide evidence to the District Council that it has acted reasonably in any negotiations for the disposal of the remaining Self-Build and Custom-Build Plots; and

- 7.3 promptly provide to the District Council any further evidence that the District Council reasonably requires;
8. upon receipt of the evidence provided at Paragraph 7 above, the District Council shall (having sought an independent assessment if it so elects) in writing either:
  - 8.1 if it is satisfied with the evidence provided, confirm that the Owner shall no longer be required to comply with the obligations in this Schedule for the remaining plot(s) to be provided as Self-Build and Custom-Build Plots and shall be free to develop them as Market Housing Dwellings; or
  - 8.2 if it is not satisfied with the evidence provided, require an extension to the Marketing Period;
9. where Paragraph 8.2 applies, the Owner shall continue to market and advertise the availability for disposal of the Self-Build and Custom-Build Plots in accordance with the Marketing Strategy set out in the approved Self-Build and Custom-Build Plots Scheme for the further reasonable period as agreed with the District Council in writing;
10. upon the expiration of the further period(s) of marketing as required by Paragraph 8.2, the provisions of Paragraphs 7, 8 and 9 shall continue to apply to the Owner; and
11. to pay the reasonable and proper costs incurred by the District Council in connection with any independent assessment carried out in accordance with Paragraph 8 above within 10 (ten) Working Days of the District Council's invoice having been provided to the Owner.

## Schedule 9 Biodiversity Net Gain

The Owner covenants with the District Council as follows:

**1. BNG Monitoring Contribution**

1.1 to pay or cause to be paid to the District Council:

- (a) 50% (fifty per cent) of the BNG Monitoring Contribution in year 1 (one) of the monitoring submission years (not less than 28 (twenty eight) days before the anticipated submission date of the relevant Monitoring Report); and
- (b) the 50% (fifty per cent) balance of the BNG Monitoring Contribution in year 3 (three) of the monitoring submission years (not less than 28 (twenty eight) days before the anticipated submission date of the relevant Monitoring Report);

**2. Biodiversity Gain Plan and Habitat Management and Maintenance Plan**

- 2.1 to submit the Biodiversity Gain Plan and the HMMP for each Phase to the District Council for its approval in writing prior to the Commencement of Development for that Phase;
- 2.2 not to Commence Development of any Phase until the Biodiversity Gain Plan and the HMMP for that Phase has been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld) PROVIDED THAT if the District Council has not approved the Biodiversity Gain Plan and the HMMP for that Phase within 20 (twenty) Working Days of its submission the Biodiversity Gain Plan and the HMMP shall be deemed to be approved;
- 2.3 to issue the Completion Notice to the District Council within 20 (twenty) Working Days of the anticipated date of completion of the Habitat Creation and Enhancement Works in any Phase;
- 2.4 to rectify promptly any defects in the Habitat Creation and Enhancement Works in any Phase identified by the District Council following receipt by the District Council of the Completion Notice and to issue a subsequent Completion Notice and thereafter to continue to rectify any defects and issue Completion Notices until the District Council issues the Certificate of Completion in respect of that Phase;
- 2.5 not to Occupy more than 50% (fifty per cent) of the Dwellings in any Phase of the Development including Dwellings unless and until the Habitat Creation and Enhancement Works set out within the HMMP for the relevant Phase have been completed in full and the District Council has issued the Certificate of Completion in respect of that Phase PROVIDED THAT if the District Council has not approved the Biodiversity Gain Plan and the HMMP for that Phase within 20 (twenty) Working Days of its submission the Biodiversity Gain Plan and the HMMP shall be deemed to be approved;
- 2.6 to ensure that the Habitat Creation and Enhancement Works set out in the HMMP for each Phase are retained and maintained from the Completion Date until the 30th anniversary of the Completion Date for the relevant Phase; and
- 2.7 to provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the HMMP for the relevant Phase.

## Schedule 10 District Council's Covenants

### 1. **Financial Contributions**

- 1.1 The District Council covenants with the Owner to use the District Council Contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed.
- 1.2 The District Council covenants with the Owner that it will pay to the Owner such amount of the District Council Contributions paid by the Owner under the terms of this Deed which has not been applied or expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the District Council of such payment provided that if the District Council has entered into a contract prior to the expiry of the ten (10) year period in respect of matters which relate to the sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

## Schedule 11 County Council's Covenants

### 1. Financial Contributions

- 1.1 The County Council covenants with the Owner to use the Early Years Education Contribution, the Secondary School Education Contribution, the Bus Service Up-Front Contribution, and the Bus Service Contribution and the TRO Contribution and the Travel Plan Auditing Fee from the Owner under the terms of this Deed for the purposes specified in this Deed.
- 1.2 The County Council covenants with the Owner that it will pay upon written request from the Owner to the Owner such amount of the TRO Contribution, the Early Years Education Contribution and the Secondary School Contribution paid by the Owner under the terms of this Deed which has not been applied or expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of such payment provided that if the County Council has entered into a contract prior to the expiry of the ten (10) year period in respect of matters which relate to the sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

### 2. Bus Service

- 2.1 The County Council covenants with the Owner:
- (a) to provide the Bus Service Specification to the Owner for approval in writing no less than 6 (six) months prior to the anticipated start date for procuring of the Bus Service in accordance with Paragraph 2.1(d) of this Schedule below;
  - (b) to use the Bus Service Up-Front Contribution received from the Owner under the terms of this Deed for the purposes specified in this Deed (and not otherwise);
  - (c) to use the Bus Service Contribution instalments to fund the annual operating cost of the Bus Service in accordance with the Bus Service Specification (and not otherwise);
  - (d) to provide or procure the Bus Service in accordance with the agreed Bus Service Specification on or before the later of the 2<sup>nd</sup> anniversary of first Occupation of the Development or Occupation of 25% (twenty five per cent) of the total Dwellings to be Occupied in the Development (whichever shall be the later) and such Bus Service shall be for a period of not less than 5 (five) yearly intervals constituting 25 (twenty five) years in total;
  - (e) to hold a review of the Bus Service procured or provided at not less than 3 (three) yearly intervals during the operational period of the Bus Service to consider its performance and any changes to the Bus Service Specification that may be required. Such reviews shall include representatives of the County Council, the service operator, and the Owner;
  - (f) The County Council shall repay to the Owner any part of any of the Bus Service Contribution instalments payable pursuant to paragraph 4 of Schedule 6 of this Deed which remain unspent or uncommitted 10 (ten) years after the date of payment of the relevant Bus Service Contribution instalment, together with any interest accrued on such sum provided that if the County Council has entered into a contract prior to the expiry of the 10 (ten) year period in respect of matters which relate to the relevant Bus Service Contribution instalment the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is the later; and
  - (g) for the avoidance of doubt, it is hereby agreed between the Owner and the County Council that the Bus Service Specification may be amended from time to time (whether pursuant

to a review of the Bus Service or otherwise) with the written agreement of the Owner and the County Council.

**3. Travel Plan Auditing Fee**

3.1 The County Council covenants with the Owner to use the Travel Plan Auditing Fee received from the Owner under the terms of this Deed for the purpose specified in this Deed.

## Schedule 12 Sustrans 21 Route Improvements

The Owner covenants with the County Council as follows:

1. Not to Occupy the Development until the Sustrans 21 Improvement Scheme has been submitted to and approved in writing by the County Council;
2. Prior to Occupation of Development to obtain the Necessary Consents for the delivery of the approved Sustrans 21 Improvement Scheme PROVIDED THAT nothing shall oblige the Owner either:
  - (a) to pay to any persons with an interest in the relevant land for the purposes of the delivery of the approved Sustrans 21 Improvement Scheme more than nominal consideration for the obtaining of the Necessary Consents (save in relation to the reasonable professional fees incurred by such persons with an interest in the relevant land in relation to the granting of the Necessary Consents which shall be payable by the Owner); and/or
  - (b) to procure the consent of any such persons with an interest in the relevant land to dedicate any such relevant land as a public right of way or a permissive route in addition to the current Sustrans 21 Route;
3. To implement and fully comply with the approved Sustrans 21 Improvement Scheme prior to Occupation; and
4. The approved Sustrans 21 Improvement Scheme may be amended from time to time with the written agreement of the County Council.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written


12084

Executed as a Deed by  
affixing the Common Seal of  
**THE DISTRICT COUNCIL  
OF TANDRIDGE**

in the presence of:-



Authorised Officer

  
.....  
R H LEITCH



Signature of Witness

Name (in BLOCK CAPITALS): YASMIN PAWT

Address: (Council office)  
Station Road East  
OXEED  
RH8 0BT

**EXECUTED AS A DEED** by  
affixing **THE COMMON SEAL  
OF SURREY COUNTY COUNCIL**  
in the presence of and attested by:





~~Director of Law and Governance~~ /Authorised Signatory

HELEN KITE  
PRINCIPAL SOLICITOR

EXECUTED AS A DEED by )  
SLT TRUSTEES LIMITED )  
acting by a Director in the presence of: )

  
.....  
Director

Witness signature:


  
.....

Name: REBECCA STEVENSON

Address: 1 NEW WALK PLACE  
LEICESTER LE1 6RU

Occupation: CLIENT RELATIONSHIP MANAGER

EXECUTED AS A DEED by )  
NUTFIELD PARK (DEVELOPMENTS) LIMITED )  
acting by a Director in the presence of: )

  
.....  
Director  
S. A. MACLEOD

Witness signature:

  
.....

Name: SARAH O'BRIEN

Address: THE LODGE  
MURSLEY, SURREY GU8 6RF.

Occupation: BUSINESS DEVELOPMENT DIRECTOR

**SIGNED AS A DEED** by )  
**NICHOLAS FROUDE NEWMAN** )  
in the presence of: )



Signature

Witness signature:



Name: KEITH WESTCOTT

Address: 273 Chipstead Way  
Banstead SM7 3SW

Occupation: Retired

**SIGNED AS A DEED** by )  
**JAMES PETER NEWMAN** )  
in the presence of: )



Signature

Witness signature:




Name: KEITH WESTCOTT

Address: 273 Chipstead Way  
Banstead SM7 3SW

Occupation: Retired

**SIGNED AS A DEED** by )  
**JAMES MACLEAN** )

  
.....  
Signature  
**J.A. MACLEAN**

in the presence of:

Witness signature:

  
.....

Name: SARAH O'BRIEN


Address: THE LODGE

THURLEY, SURREY GU8 6GF


Occupation: BUSINESS DEVELOPMENT DIRECTOR

**EXECUTED AS A DEED** by )  
**MW TRUSTEES LIMITED** )

acting by a Director in the presence of: )

  
.....  
Director

Witness signature:

  
.....

Name: REBECCA STEVENSON

Address: 1 NEW WALK PLACE

LEICESTER LE1 6RU

Occupation: CLIENT RELATIONSHIP  
MANAGER

**Appendix 1 – Plan**

Adjacent Properties and Boundaries are shown for illustrative purposes only and have not been surveyed unless otherwise stated.  
 All areas shown are approximate and should be verified before forming the basis of a decision.  
 Do not scale other than for Planning Application purposes.  
 All dimensions must be checked by the contractor before commencing work on site.  
 No deviation from this drawing will be permitted without the prior written consent of the Architect.  
 The copyright of this drawing remains with the Architect and may not be reproduced in any form without prior written consent.  
 Ground Floor Slabs, Foundations, Sub-Structures, etc. All work below ground level is shown provisionally. Inspection of ground condition is essential prior to work commencing.  
 Reassessment is essential when the ground conditions are apparent, and redesign may be necessary in the light of soil conditions found. The responsibility for establishing the soil and sub-soil conditions rests with the contractor.

— Site Boundary

*R* *JW* *K*  
*808* *HTP*  
*me* *ra*  
*cp* *#*

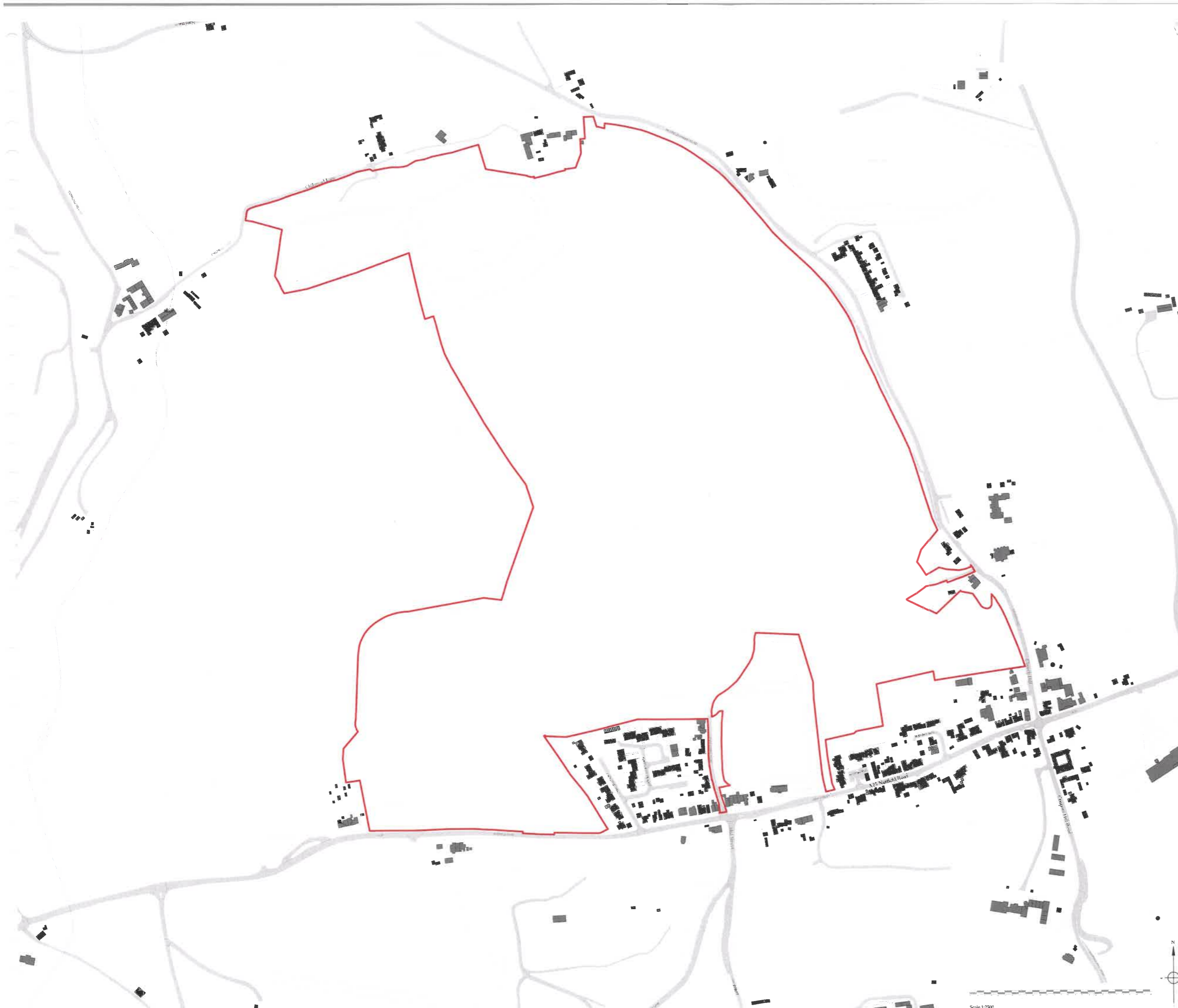


Rev	Date	Description	Initials
PROJECT		Nutfield Green Park	
TITLE:		Site Location Plan	
SCALE:		1:2500 @A1	
DATE:		10/2023	
DRAWING No:		PL 01	
DRAWN BY:		BPV/LL/AA/ATM	<i>Ry</i>

**ADAM ARCHITECTURE**

OLD HYDE HOUSE, 75 HYDE STREET  
 WINCHESTER, HAMPSHIRE, SO23 7DW  
 TELEPHONE: 01962 843843 FACSIMILE: 01962 843303  
[www.adamarchitecture.com](http://www.adamarchitecture.com) [contact@adamarchitecture.com](mailto:contact@adamarchitecture.com)









LONDON OFFICE: 6 QUEEN SQUARE, WC1N 3AT  
 TELEPHONE: 020 7841 0140 FACSIMILE: 01962 843303  
 ADAM ARCHITECTURE IS A TRADING NAME OF ADAM ARCHITECTURE LIMITED



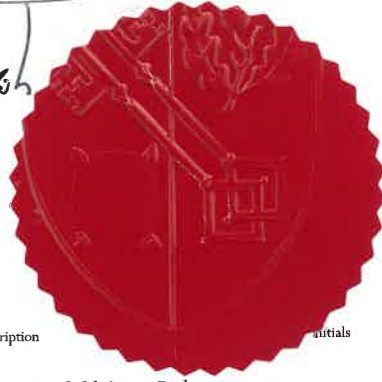
Scale 1:2500

**Appendix 2 – Land Use Plan**

Adjacent Properties and Boundaries are shown for illustrative purposes only and have not been surveyed unless otherwise stated.  
 All areas shown are approximate and should be verified before forming the basis of a decision.  
 Do not scale other than for Planning Application purposes.  
 All dimensions must be checked by the contractor before commencing work on site.  
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 Reassessment is essential when the ground conditions are apparent, and redesign may be necessary in the light of soil conditions found. The responsibility for establishing the soil and sub-soil conditions rests with the contractor.

-  Site Boundary
-  Accessible Open Space
-  Proposed Residential Development
-  Integrated Retirement Community
-  The Drive
-  Enhanced and Proposed Structural Planting
-  Existing Trees / Woodlands Retained
-  Proposed Areas of Native Planting

*[Handwritten initials and signatures]*  
 8013  
 Cph



Rev	Date	Description	Initials
PROJECT		Nutfield Green Park	
TITLE:		Land Use	
SCALE:		1:2500 @A1	
DATE:		10/2023	
DRAWING No:		PL 02	
DRAWN BY:		BPV/LL/AA/ATM	

**ADAM ARCHITECTURE**

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 www.adamarchitecture.com contact@adamarchitecture.com

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 ADAM ARCHITECTURE IS A TRADING NAME OF ADAM ARCHITECTURE LIMITED



Scale 1:2500

**Appendix 3 – Sustrans 21 Improvement Scheme**





# Nutfield Green Park

THE SPECIALISTS - WHERE LAND AND WATER MEET

**SUSTRANS 21;  
NUTFIELD LINK  
RESTORATION  
APPRAISAL;  
Summary**



## Project Brief

Nutfield Park Developments Ltd is considering a wider strategy for the connectivity of its site on the northern edge of the village settlement of Nutfield, these plans will further contribute to improving the sustainability of the sites' location and make a positive contribution to non-car travel planning for the residents of Nutfield and South Nutfield to the nearby town of Redhill. Currently, the only feasible option for residents to access Redhill on foot or bicycle from Nutfield is along the pavement of the A25.

Nutfield Green Park (NGP) is located on the former Fullers Earthworks site (quarry and industrial site) to the immediate north of the village settlement and can offer a number of points of connectivity to the village centre and A25 to the south and the Sustrans 21 route to the immediate north of the site. The land in question is in single ownership, and subject to a planning application for a small area to be developed (approx. 12 % being 7ha of the 58.9ha site) and the balance of the site is to be enhanced with nature conservation and public access in mind.

Land and Water Group, renowned environmental and civil engineers have been commissioned to assess the feasibility and cost of developing a series of new, connected cycleways through NGP, and to assess the reasons for failure of sections of the adjacent Sustrans 21 and to design and cost the remedial actions required to restore the National Cycle Route to the town of Redhill



**Figure 1; Sustrans 21 National Cycleway**

Sustrans 21 is part of the designated national cycleway network and connects Central London to Eastbourne on the south coast, passing through Redhill and along the northern boundary of Nutfield Green Park. Locally the route provides direct connectivity to Redhill with bridges over the London/Brighton mainline railway to Redhill Station and Redhill town centre.

**The development at Nutfield Green Park proposes to increase connectivity between the settlements of Nutfield and South Nutfield by providing a new network of public cycle paths that will link the development area and the existing settlements**

**directly to the Sustrans route for the first time. Further works include an upgrade to a substantial portion of the Sustrans route to Redhill which is in disrepair and unpassable in winter periods.**  
**Figure 2; Sustrans 21 Local Route Plan – Nutfield Marsh to Redhill Section**

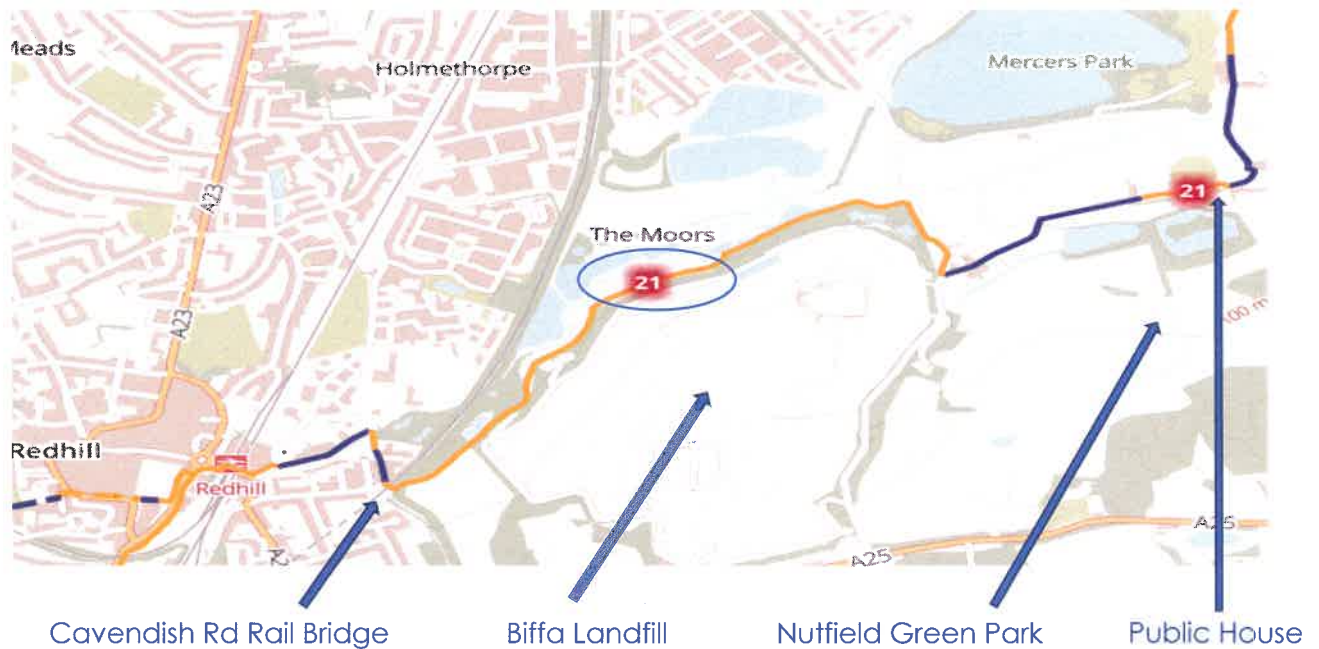


Figure 4; Cycle and Pedestrian Route Masterplan



- Section 1; Yellow; Internal Connecting Cycleway/ Footpaths (NGP)
- Section 2; Blue – Chilmead Lane Section of Sustrans 21
- Section 3; Blue – “Biffa” section of Sustrans 21 (“The Moors”)
- Red; NGP Site Boundary

## General Situation



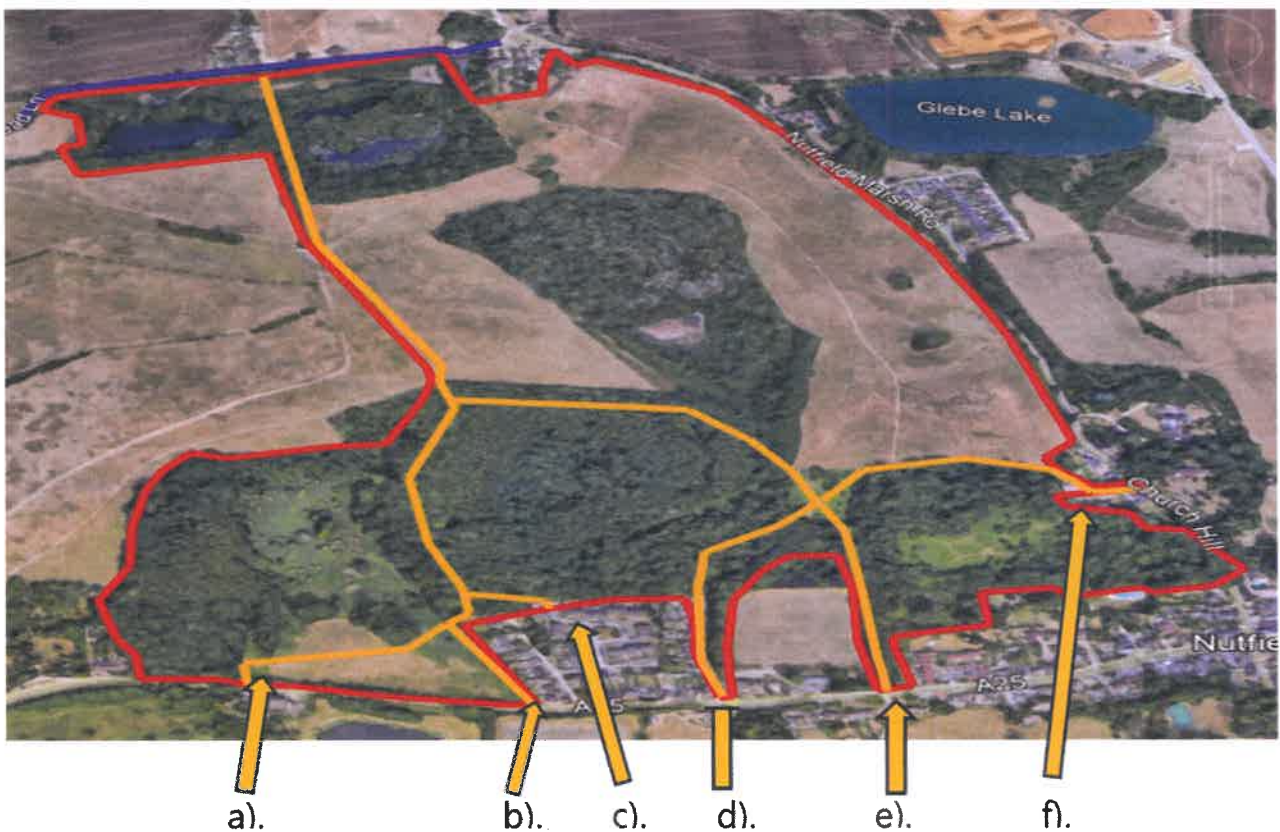
## Section 1 – New Connecting Cycle Paths within Nutfield Green Park

All of the proposed new cycle path routes within Nutfield Green Park have been assessed, the six access points that will serve to link Sustrans 21 to Nutfield Village, the A25 and South Nutfield total a length of 2696Lin m of new cycleways.

The network of paths proposed (yellow in Figure 5 below), connect to the settlement areas proposed in the Nutfield Green Park Development, but also connect through the development to existing access points within the village of Nutfield at multiple locations; a). Gore Meadow, b). Adjacent to Park Wood Rd, c). Blacklands Meadow, d). Park Works Rd e). Adjacent to Shortacres and f). Church Hill Car Park. It is important to note that all of these locations access onto the A25 or Church Hill and are on land under the control of the Applicant and require no third-party agreements.

The new connections within Nutfield Village provide an opportunity for connectivity to the Sustrans 21 for Nutfield Village residents without the use of the public highway/Church Hill, and the proposed new Tucan crossing on the A25 between points b), c) and d), will provide onward connectivity to South Nutfield.

**Figure 5; Shows the Network of New Access Routes proposed through Nutfield Green Park**





All of the routes proposed align with existing public footpaths or existing permissive footpaths and can be installed without the need for land clearance or tree removal and lie within the red line boundary of the planning application.

The current walking surfaces within NGP are not suitable for a national cycle-way standard path and will require a new formation/construction. The recommended construction detail would be a 2m wide track (minimum width) comprising a basal geotextile separator with 150mm of type 1 limestone base (or recycled equivalent) topped with 60mm of 8mm to dust limestone pathway gravel (a porous product).

## Section 2 – Chilmead Lane

This section of Sustrans 21 between The Inn on the Pond Public House at Nutfield Marsh to Cormongers Lane is on an existing tarmac road (Chilmead Lane) which services a small number of dwellings and has very low traffic demands. This section is 755 lin m in length and requires little maintenance or upgrade. Chilmead Lane is a maintained public highway.

**Figure 6 shows a typical view of Section 2 (Chilmead Lane)**



## Section 3 “The Moors” (adj to Biffa/Patterson Court Landfill)

The western section of Sustrans 21 from Cormongers Lane to Cavendish Rd rail bridge in Redhill is 1752 lin m in length and largely runs between the northern boundary of Biffa's Patterson Court landfill at Cormongers Lane and the southern boundary of The Moors Nature Reserve and SSSI which is managed by Surrey Wildlife Trust (SWT).



This western section of the Sustrans route is in poor state of disrepair and requires sympathetic renovation to restore its suitability as part of the national cycleway network with careful consideration for the adjacent SSSI.

The Walk, Wheel, Cycle Trust acknowledge;

“On the whole though, the section of NCN21 adjacent to The Moors is in desperate need of restoration due to the constant presence of groundwater, and as mentioned in our original comments, we would welcome any improvements here should the development go ahead, so that people can walk, wheel or cycle in an inclusive, traffic-free environment.”

**Helen Kinsella**

Project Manager | National Cycle Network Delivery

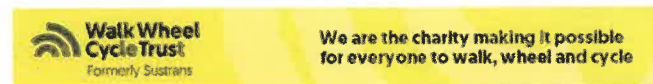
My pronouns are she/her

Heh-lun Kin-sell-ah #MyNameIs

**Walk Wheel Cycle Trust**

2 Cathedral Square, College Green, Bristol, BS1 5DD

[www.walkwheelcycletrust.org.uk](http://www.walkwheelcycletrust.org.uk)



Section 3 is on land which forms part of the Patterson Court landfill at Cormongers Lane and is owned by Biffa Plc. The route of the cycleway is subleased to Surrey County Council. Biffa have given formal consent for access to undertake the proposed restoration works. (see Appendix A. email below).

LAWS undertook site walkovers and detailed assessments on 04.03.23 (in heavy rainfall) and 19.3.24 (dry conditions). The assessment of the route was after an above average rainfall period in February 2024. A detailed report “24-0345 Sustrans 21 Restoration Appraisal” which details the required remedial works has been shared with all key stakeholders and Tandridge District Council.

In general, the route of the cycleway is fully intact, however it is suffering from continued lack of maintenance to the track surface, to the linear vegetation, to the bridges, signage and furniture. Notably the drainage infrastructure within the easement and the track is impacted by localised flooding from a lack of drainage maintenance from third parties alongside the route, with significant tree, vegetation debris and urban trash interrupting the flows of the Redhill Brook and causing it to “back-up” and flood the adjacent Sustrans route.

With little or no impact, the Redhill Brook could be cleared of excess vegetation and debris (maintenance dredging) and the route could be fully restored to a 2m wide, fine graded, stone surface suitable for cycles, push chairs, pedestrians, wheelchairs and power-assisted single person vehicles (scooters etc) without any changes to engineering, without the need to fell trees or move or replace any significant infrastructure.



**Figures 8, 9, 10 typical condition of Section 3 (Feb 2024)**

8.



9.



10.



### Budgets

A detailed topographical survey and some ground investigation works will be required to finalise a fixed cost for the restoration of Sustrans 21 and the new network of link-cycleways within NGP.

However; the table presented below is a realistic estimate of the likely costs for the works including a 5-year maintenance plan.



### Sustrans 21 Restoration Master Budget

1	Mobilise to site, Contractors plant , machinery and compound			sum		8,500.00
2	Establish Contractors Compound			sum		6,500.00
3	Contractors preliminaries and Security	7,000.50	per week	24	weeks	168,012.00
4	Permanent and Temporary Works design inc investigations			sum		15,000.00
5	Restoration works CH 0-178	119.60	per lin m	178	Lin m	21,288.03
6	Signage Improvements CH 0-755			sum		8,500.00
7	Cormongers Lane Crossing Improvements and Signage			sum		45,450.00
8	Restoration works CH780-1100 and drainage works	145.77		320	lin m	46,646.08
9	Bridge repairs CH 1100			sum		16,400.00
10	Restoration works CH1105 -1545 and drainge works	145.77		440	lin m	64,138.36
11	Bridge repairs CH 1545			sum		24,240.00
12	Redhill Brook Dredging and Clearance SWT land			sum		18,974.00
13	Restoration and drainage works CH 1565-1953	145.77		398	lin m	58,016.06
14	Restoration works CH 1953-2355	119.60		402	lin m	48,077.46
15	Drainage works and ditching CH 2340			sum		11,435.00
16	Restoration works CH 2340-2507	119.60		167	lin m	19,972.48
17	Street Works and signage ch 2507			sum		6,352.00
18	General vegetation trimming and cutting back			sum		16,845.00
19	Signage improvements			sum		18,500.00
20	Low level lighting option	465.00	ea	265	no	123,225.00
21	New cycleways NGP	195.45	per lin m	2681	Lin m	524,001.45
22	Demobilisation			sum		8,500.00
				<b>Total</b>		<b>1,278,572.92</b>

### Note;

The proposed restoration works to the existing Sustrans 21 do not require any new engineering or significant infrastructure works, change to alignment or new structures, and largely represent the back-logged maintenance of an existing landscape feature.

### Conclusion

By liaison with Sustrans, Biffa and Surrey Wildlife Trust the restoration of the Sustrans 21 to link Nutfield Village, South Nutfield and Nutfield Green Park directly to Redhill is feasible, deliverable and sustainable. The works can be delivered with the minimum of impact and will use the existing infrastructure.

The restored link and new network of feeder cycleways will provide a sustainable, safe, vibrant and healthy link between the Nutfield Green Park, Nutfield, South Nutfield and Redhill and break the need to travel between the two along the busy A25.



REFERENCE NO. 24-0342 NUT,  
SUMMARY

## Appendix A – Biffa Plc Access Approval in Principle

RE: Sustrans 21 and Nutfield Park



Duncan Wright <duncan.wright@biffa.co.uk>

To: James Maclean

Cc: Lee Coulson; Nicholas Emery; Ben Riggs

This sender duncan.wright@biffa.co.uk is from outside your organisation.



Thu 05/02/2026 13:35

Dear James

Thank you for receipt of the proposed Sustrans 21 restoration document ref 24-0345. The restoration of the Sustrans is an important piece of local infrastructure and Biffa has been actively supporting its restoration with other local Stakeholders for some years.

Accepting that Nutfield Green Park are proposing to obtain all necessary permissions and consents for the works and will fully fund the works as set out, Biffa has no objection in principle to NGP accessing the works through and across our land outside of our permitted landfill perimeter.

In the fullness of time we will require a brief access agreement between NGP and ourselves and would expect NGP to provide us with suitable warranties and indemnities during the works period and whilst on our land, but the principle of the proposed restoration works and reasonable access to expedite the works is supported by Biffa Plc.

We wish you luck with your impending planning application and hope that this piece of non-road infrastructure restoration helps support your integrated, sustainable transport strategy.

Regards

Duncan



Duncan Wright

General Manager – Landfill & Gas South



**Appendix 4 – Nominations Agreement**



**DATED**

**2022**

[ ] (1)

**and**

**THE DISTRICT COUNCIL OF TANDRIDGE (2)**

**NOMINATION AGREEMENT**  
Relating to land known as

**[Ref]**

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THIS NOMINATION AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_

2022

**BETWEEN**

- (1) [ \_\_\_\_\_ ] [a registered Co-Operative and Community Benefit Society (Community Benefit Society Number [ \_\_\_\_\_ ]) under the Co-Operative and Community Benefit Societies Act 2014] [(Industrial and Provident Society Number [ \_\_\_\_\_ ] whose registered office is at [ \_\_\_\_\_ ] (“the Registered Provider”)
- (2) **THE DISTRICT COUNCIL OF TANDRIDGE** (also known as Tandridge District Council) of Council Offices, Station Road East, Oxted, Surrey RH8 0BT (“the District Council”)

**1 BACKGROUND**

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

**AGREED TERMS**

**2 INTERPRETATIONS**

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

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

- (a) meet the needs of eligible households who the Local Planning Authority could reasonably expect to occupy this Development having regard to its Housing Allocation Scheme including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices; and
- (b) include provision for the homes to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within the District subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

**Affordable Housing Units** means the \_\_\_\_\_ units of residential accommodation as detailed in Schedule 1 which are to be constructed on the Property pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with this Agreement and “Affordable Housing Unit” is any part of the Affordable Housing Units capable of separate occupation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Market Value** means the value of the leasehold interest of a Shared Ownership Unit with vacant possession on the open market between a willing seller and a willing buyer as assessed by a qualified independent valuer and registered with the Royal Institution of Chartered Surveyors and calculated in accordance with the Capital Funding Guide;

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

**Nominee** means a person who is selected by the District Council and whose name is taken from the Tandridge Housing Register originally established under section 162 of the Housing Act 1996 or such

other procedure as may be implemented by the District Council including any Choice Based Letting Scheme and in compliance with the Local Criteria applicable to the Affordable Housing Units;

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

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

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

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

**Plan** means the plan annexed at Schedule 2;

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

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

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

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

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

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

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

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

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

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

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

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

**Social Rent** means rented housing for which guideline target rents are determined through the national rent regime or provided under equivalent rental arrangements as agreed in writing with the District Council or with Homes England and in all cases the rent levels shall not exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Social Rented" shall be construed accordingly;

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

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

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

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

### **3 NOMINATION RIGHTS**

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

### **4 RENTED UNITS**

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

#### **Initial Let Rented Units**

- 4.2 In the case of all Initial Let Rented Units:-
- 4.2.1 The Registered Provider shall give the District Council not less than Three (3) months' prior written notice of the date when it reasonably believes an Initial Let Rented Unit will be ready for occupation.
- 4.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Let Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme. The nomination request shall contain details of the postal address, rent, property size and any required information relevant to the letting of the Affordable dwelling in question on the District Council's choice based letting system.

- 4.2.3 Within twenty-five (25) Working Days of receipt of the Nomination Request (or within twenty-five (25) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable the District Council or its agents shall be entitled to give a Nomination Notice.
- 4.2.4 Upon receipt of the Nomination Notice the Registered Provider will (subject to clause 6) offer the Nominee identified in the Nomination Notice a Tenancy of the Initial Let Rented Unit.
- 4.2.5 If the District Council or its agents fail to serve a Nomination Notice within twenty-five (25) Working Days of receipt of the Nomination Request (or within twenty-five (25) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.2.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.2.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.2.4 either:-
  - (a) does not accept that offer within five (5) Working Days of the offer being made; or
  - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted

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

### **Void Rented Units**

- 4.3 In the case of all Rented Units which have become Void after the Initial Let:
  - 4.3.1 The Registered Provider shall give the District Council not less than fifteen (15) Working Days prior written notice of the date when it reasonably believes a Void Rented Unit will be ready for occupation.
  - 4.3.2 The Registered Provider shall serve on the District Council a Nomination Request not less than five (5) Working Days prior to such Void Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme.
  - 4.3.3 Within twenty (20) Working Days of receipt of the Nomination Request (or within twenty (20) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.
  - 4.3.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Tenancy of the Void Rented Unit.

4.3.5 If the District Council or its agents fail to serve a Nomination Notice within twenty (20) Working Days of receipt of the Nomination Request (or within twenty (20) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.

4.3.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.3.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.3.4 either:-

- (a) does not accept that offer within five (5) Working Days of the offer being made; or
- (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted

then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within fifteen (15) Working Days of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.3.4 to 4.3.6 (inclusive) shall be repeated for a period of three (3) cycles after which time the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person

## **5 SHARED OWNERSHIP UNITS**

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

### **Initial Sale Shared Ownership Units**

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

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

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

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

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

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

- 5.2.6 If a Nominee named in a Nomination Notice served pursuant to [clause 5.2.3] to whom the Registered Provider offers a Lease pursuant to [clause 5.2.4] either:-
- (a) does not accept that offer within ten (10) Working Days of the offer being made; or
  - (b) thereafter fails to enter into a contract for the grant of a Lease within a reasonable time (but not less than eight (8) weeks following the offer being accepted)
- then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within 10 (ten) Working Days of the date of receipt of that further Nomination Request and the procedure set out in [clauses 5.2.4 to 5.2.6] (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

### **Re-Sale Shared Ownership Units**

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

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

5.3.3 to 5.3.5] (inclusive) shall be repeated until the eight (8) week period has been exhausted.]

## **6 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS**

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

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

6.1.2 a Management Transfer

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

6.2.1 a mutual exchange; or

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

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

## **7 REJECTION OF NOMINEES**

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

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

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

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

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

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

## **8 CHOICE BASED LETTING SCHEME AND LOCAL CRITERIA**

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

**9 ALLOCATION SCHEME**

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

**10 TENANCY TERMS AND LETTINGS POLICY**

10.1 In respect of all Tenancies of Rented Units offered or granted to Nominees and Other Eligible Persons pursuant to clause 4 the Registered Provider shall

10.1.1 ensure its tenure term and terms are reasonably appropriate to the relevant Nominee or Other Eligible Person; and

10.1.2 have reasonable regard to and reasonably reflect the District Council's Tenancy Strategy

10.2 The Registered Provider shall upon the date of this Agreement provide the District Council with copies of its current:

10.2.1 tenancy policy;

10.2.2 lettings/allocations policy; and

10.2.3 associated policies and documents adopted or followed by the Registered Provider

and provide to the District Council any revisions of the above from time to time promptly following their issue or adoption.

**11 SUPPLY OF INFORMATION AND MONITORING MEETINGS**

11.1 The Registered Provider shall promptly provide to the District Council upon reasonable request at any time any information in relation to the Affordable Housing Units relating to: -

11.1.1 waiting lists, allocation criteria, vacancies, allocations and (where applicable) rent levels and any policy relating to rent in advance payments;

11.1.2 any proposed or actual sales pursuant to any statutory or contractual right to buy (whether under Part 1 of the Housing Act 1996 or otherwise); and

11.1.3 such other information that the District Council may reasonably require in order to enable it to ensure that the Registered Provider is at all times complying with the provisions of this Agreement

11.2 Upon reasonable written notice from the District Council the Registered Provider shall attend monitoring meetings to consider and discuss its compliance with the provisions of this Agreement and in particular the Registered Provider shall ensure that:

11.2.1 any information requested by the District Council pursuant to [clause 11.1] shall be provided to it not less than five (5) Working Days prior to any such meeting; and

11.2.2 staff and agents with reasonable seniority and experience of the subject matter of this Agreement shall attend any such meeting

PROVIDED THAT the District Council shall not call such meetings more than once annually, unless the District Council has reasonable grounds to believe that the Registered Provider is in material

breach of any of its any obligations under this Agreement (in which event the District Council will set out these grounds in its written notice to the Registered Provider requesting such meeting)

## **12 MANAGEMENT AND MAINTENANCE**

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

## **13 FINANCIAL CONSTRAINTS ON RENTED UNITS**

- 13.1 In relation to the Rented Units the Registered Provider shall:

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

## **14 DISPOSAL RESTRICTIONS**

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

shall be substantially in the form of this Agreement (or such other form of nomination agreement as the District Council shall adopt from time to time).

## **15 SHARED OWNERSHIP UNIT SALES**

15.1 In respect of each sale of a Shared Ownership Unit (whether an Initial Sale or a Re-Sale as the context permits):-

15.1.1 the Registered Provider shall not (unless otherwise reasonably agreed with the prospective purchaser of a Shared Ownership Unit) on an Initial Sale offer a Shared Ownership Unit for sale at more than a 35% share of the equity in that Shared Ownership Unit PROVIDED ALWAYS this shall not prevent a buyer from acquiring a greater share in a Shared Ownership Unit where this can be afforded by the buyer taking into account their individual financial circumstances and in all cases should be in accordance with the requirements of Homes England;

15.1.2 the Registered Provider shall ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Shared Ownership Units from time to time;

15.1.3 the Registered Provider shall retain in perpetuity a legal interest in each Shared Ownership Unit as landlord under each Lease (subject to any right of the leaseholder under each Lease to staircase to 100%);

15.1.4 subject to any statutory provision and the requirements and/or guidance of Homes England published from time to time the leaseholder under each Lease shall be entitled to increase his share in the value of the Shared Ownership Unit in tranches of the Market Value so that on the final tranche the leaseholder shall acquire either the freehold interest or the whole of the leasehold interest;

15.1.5 the Registered Provider shall ensure that the Lease contains the following provisions (unless the terms of the Model Lease expressly provide otherwise):

- (a) the leaseholder under the Lease shall occupy the Shared Ownership Unit as his only main residence for himself and his household only; and
- (b) the leaseholder shall not be entitled to assign or transfer the Shared Ownership Unit or any part of it unless he has first offered in writing to assign his interest to a person nominated by the Registered Provider in accordance with the terms of the Lease (where applicable); and
- (c) the leaseholder under the Lease shall not without the prior consent of the Registered Provider underlet the whole or any part of the Shared Ownership Unit;

15.1.6 the sale price in respect of any assignment by the leaseholder under each Lease shall be determined in accordance with the provisions of that Lease (where applicable); and

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

## 16 LAND REGISTRY RESTRICTION

- 16.1 **[Clauses 16.1 and 16.2 are for use where the Land has not yet been transferred to the RP:**  
The Registered Provider shall promptly [enforce the Agreement for Sale and secure the transfer] OR [make an application to the Land Registry for registration of the transfer/lease] of the Affordable Housing Units pursuant to clause [ ] of the Section 106 Agreement].
- 16.2 [The Registered Provider shall supply to the District Council a copy of the title information document issued by the Land Registry immediately following receipt of notice of completion of registration].
- 16.3 Immediately following the completion of [this Agreement] **OR** [registration referred to at [clause 16.2] above] the Registered Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-  
“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge not being a charge registered before the entry of this restriction) is to be registered without a certificate signed on behalf of The District Council by its conveyancer that the provisions of [clause 14.3] of a Nomination Agreement dated [ ] have been complied with or that they do not apply to the disposition.” (Land Registry Form L).
- 16.4 The Registered Provider shall promptly supply to the District Council a copy of the title information document issued by the Land Registry following receipt of notice of completion of registration of the restriction referred to in [clause 16.3].
- 16.5 Any certificates requested by the Registered Provider pursuant to the restriction referred to in [clause 16.3] must be made in writing to the District Council accompanied by the following information:
- 16.5.1 the full address of the Affordable Housing Units affected and up-to-date official copies of each and every Land Registry title relating to such Affordable Housing Units (including all superior freehold and leaseholds to the same and title plans);
  - 16.5.2 the date of the nomination agreement to which the Affordable Housing Units are subject and the addresses as stated in the nomination agreement;
  - 16.5.3 official copies of the Land Registry title(s) of the Registered Providers' interest (if not the same as in [clause 16.3]);
  - 16.5.4 a written description of the dealing for which the Registered Provider is requesting certificate;
  - 16.5.5 the name of the proposed donee;
  - 16.5.6 the anticipated completion date of the proposed disposal; and
  - 16.5.7 a copy of any plan to be used with such disposal
- 16.6 The District Council will deal with all requests for certificates received from the Registered Provider in accordance with [clause 16.3] within a reasonable period of time and the District Council shall be entitled to recover all reasonable and proper costs incurred in connection with the grant of any certificates required pursuant to this clause.

## 17 COUNCIL'S POWERS AND LIABILITIES

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

- 17.1.1 prejudice or affect the District Council's rights, powers, duties or obligations relating to the exercise of the District Council's functions as a statutory body whether as a Council, Local Planning Authority or otherwise nor shall any consent (express or implied) given by the District Council under this Agreement be binding upon it in any capacity other than as a beneficiary of the covenants contained in this Agreement; and
- 17.1.2 imply that the District Council has any further or future liability for the Affordable Housing Units in respect of the management, maintenance, repair, insurance or general upkeep of the Affordable Housing Units.

## **18 MORTGAGEE PROTECTION**

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

- 18.1.1 in the event of any Chargee lawfully exercising a power of sale granted to it under any mortgage or charge created by the Registered Provider in respect of any Affordable Housing Units (or part thereof) the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any such Chargee PROVIDED THAT the Chargee has first complied with its obligations contained in clause [ 10 ] of the Section 106 Agreement EXCEPT THAT the District Council will retain the nomination rights as set out in this Agreement in the event of a disposal of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) to another provider of Affordable Housing; and
- 18.1.2 the terms of this Agreement shall cease to have effect in respect of any Affordable Housing Unit which is occupied by a Protected Occupier and the terms of this Agreement shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of a Protected Occupier or any person deriving title from a Protected Occupier or any successor in title thereto and their respective mortgagees and chargees SAVE THAT if any successor in title to a Protected Occupier is a provider of Affordable Housing this provision shall not apply and the terms of this Agreement shall still be binding and enforceable against such successors in title

## **19 DISPUTE RESOLUTION**

- 19.1 In the event that any difference or dispute arises between the parties with regard to this Agreement such matter shall in the first instance be referred to [ ] of the Registered Provider and the Responsible Officer (or any persons nominated by them to act on their behalf) who shall within ten (10) Working Days of the referral to them, negotiate in good faith and attempt to resolve the dispute
- 19.2 If the matter cannot be resolved as provided for in [clause 19.1] then it shall be referred to the respective Chief Executive Officers of the Registered Provider and the District Council (or any persons nominated by them to act on their behalf) who shall within twenty eight (28) Working Days of the referral to them negotiate in good faith and attempt to resolve the dispute.

- 19.3 If the matter cannot be resolved as provided for in [clause 17.2] then either person referred to in [clause 19.2] may refer it to be determined by a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing. That person shall act as an expert and not an arbitrator but shall consider written representations made to him/her by the parties.
- 19.4 The parties agree that the decision of the person named in [clause 19.3] shall be binding and that each party shall bear its own costs of resolving the dispute and share equally the costs of such person (unless otherwise directed by such person).

## **20 NOTICES**

- 20.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to:
- 20.1.1 For the District Council: The Responsible Officer at the address of the District Council given herein
  - 20.1.2 For the Registered Provider: [SPECIFY NAME OR ROLE] at [SPECIFY ADDRESS] or to such other person or address as one party shall notify to the other in writing from time to time
- 20.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- 20.2.1 by first class post deemed served two (2) Working Days after posting;
  - 20.2.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
  - 20.2.3 through a document exchange deemed served on the first (1st) Working Day after the day on which it would normally be available for collection by the addressee; and
  - 23.2.5 by e-mail to a party who confirms they will accept service by electronic mean other than fax will be deemed served if sent on a business day before 4.30pm on that day; or in any other case, on the next business day after the day on which it was sent.

## **21 COSTS**

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

## **22 NO FETTER OF DISCRETION**

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

## **23 DATA PROTECTION**

- 23.1 In this Agreement, "**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Regulation of Investigatory Powers Act 2000, the

Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, in each case as amended or substituted from time to time;

- 23.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Deed.
- 23.3 The parties shall (and shall procure that any of their respective personnel shall) insofar as it relates to the performance of their respective obligations under this Deed:
- 23.3.1 adhere to all applicable provisions of the Data Protection Legislation;
  - 23.3.2 comply with any notification requirements under the Data Protection Legislation; and
  - 23.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Deed.
- 23.4 Notwithstanding the general obligation in [clause 23.3], in respect of the parties' rights and obligations under this Deed, the parties acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Deed.
- 23.5 Each party shall notify the other of the name and contact details of that party's designated data protection lead or Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each party shall promptly inform the other of any change in its Data Protection Officer.
- 23.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 23.7 Each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other (the "**Indemnified Party**") against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this [clause 23.7].
- 23.8 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

## 24 GOVERNING LAW

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

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

**SCHEDULE 1 - AFFORDABLE HOUSING UNITS**

Plot	Postal No.	Street	Town	Postcode	Description	Tenure

DRAFT

**SCHEDULE 2 - PLAN**

DRAFT

***[Insert appropriate attestation for RP]***

**[Execution clause: execution by a society of contracts or deeds using a common seal]**

Executed as a deed by affixing the common seal of

**[NAME OF SOCIETY]**

in the presence of:-

**[COMMON SEAL]**

.....

**[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR]**

**[Committee member OR Director]**

.....

**[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR/SECRETARY]**

**[Committee member OR Director OR Secretary]**

**[Execution clause: execution by a society of contracts and deeds without a common seal]**

Executed as a deed by **[NAME OF SOCIETY]**

acting by **[NAME OF FIRST DIRECTOR/COMMITTEE MEMBER]**,

a **[director OR member of its Committee]** and

**[NAME OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY]**,

**[a director OR member of its Committee OR its secretary]**

.....

**[SIGNATURE OF FIRST DIRECTOR/COMMITTEE MEMBER]**

**[Director OR Committee member]**

.....

**[SIGNATURE OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY]**

**[Director OR Committee member OR Secretary]**

The **COMMON SEAL** of

**TANDRIDGE DISTRICT COUNCIL**

was hereunto affixed in the presence of:

Authorised Officer .....

